



AGENDA OF THE COMMON COUNCIL

TUESDAY, MAY 7, 2024, 6:00 PM

In person at City Hall, Room 203 - Council Chambers.

Virtual attendance also available via Zoom.

A. Zoom Meeting Information.

- I. Join Zoom Meeting Online:
<https://us02web.zoom.us/j/89274696903>

Or call in by phone: +1 312 626 6799

Meeting ID: 892 7469 6903

Passcode: 209710

If you wish to speak at this public meeting or leave a comment, please fill out the online [Comment Form](#) and submit by 4:30 PM on Council meeting day. More detailed [Zoom Instructions](#) can be found online.

B. Roll Call.

C. Pledge of Allegiance.

D. Oath of Office--Ald. Joey Prestley, District 6.

E. Invocation.

F. Approval of Minutes.

- I. April 16, 2024.

G. Approval of the Agenda.

H. Report by the Mayor.

I. Announcements.

J. Appointments.

I. Reappointments:

Ethics Board

Cheryl Renier-Wigg, 626 S. Jackson St., Green Bay, WI 54301

Term to expire: April 1, 2027

Equal Rights Commission

Tara Yang, 1706 Chateau Dr., Green Bay, WI 54304

Term to expire: April 1, 2027

Green Bay Area Room Tax Commission

Larry Vesely, 1715 E. Sonata Dr., Green Bay, WI 54311

Term to expire: April 1, 2025

Transit Commission

Randy Scannell, 854 Dousman St., Green Bay, WI 54303

Term to expire: February 1, 2027

Brown County Planning Commission

Elizabeth Hudak, 1720 Valorane Blvd., Green Bay, WI 54304

Term to expire: May 1, 2027

Dane Lasecki, 1025 Crooks St., Green Bay, WI 54304

Term to expire: May 1, 2027

Appointments:

Equal Rights Commission

Natalie Hoffman, 559 Rothe St., Apt. #9, Green Bay, WI 54302

Term to expire: June 1, 2027

Green Bay Plan Commission

Emma Fulwider, 149 N. Oakland Ave., Green Bay, WI 54303

Term to expire: May 1, 2027

Kelsey Lutzow, 427 S. Baird St., Green Bay, WI 54301

Term to expire: May 1, 2027

K. Ordinances - Second Reading for Adoption.

I. Zoning Ordinance No. 06-24

An ordinance rezoning the property located at the 1400 Block of South Huron Road (parcel no. 21-186) from Rural Residential (RR) District to Varied-Density Residential (R3) District (ZP 24-06).

2. General Ordinance No. 10-24
An ordinance amending Section 40-34, Green Bay Municipal Code, relating to parking regulations.

L. Report of the Improvement & Services Committee (May 1, 2024).

1. INFORMATIONAL ONLY--The committee did not elect a chair or vice-chair. The election is being held until next Improvement & Services Committee meeting.
2. To deny the request by Harry Mazaheri, 840 S. Monroe Avenue, to rescind Invoice #181677 in the amount of \$101.84 for snow and ice removal on January 18, 2024 at 840 S. Monroe Avenue.
3. To deny the request by Melissa Steffen, 406 Ontario Road, to reverse the action of the Common Council on August 22, 2023 approving the need for sidewalk to be installed on the south side of Sitka Street between Robert Lane and McAuliffe Heights Trail and to rescind the resolution passed by Common Council on May 5, 2024 ordering the sidewalk constructed.
4. To approve the request by Todd Wood (508 Heyrman Street) for permission to park a truck and trailer on-street overnight for at least ten (10) occurrences during 2024 and possibly more dates. All occurrences are on Saturday, May 4th, May 18th, June 8th, June 22nd, July 13th, August 3rd, August 17th, September 14th, and September 28th, 2024.
5. To hold the request by Jennifer Pagel (1070 Kenwood Street) to rescind outstanding invoices for early garbage setout until the next Improvement & Services Committee meeting.
6. To approve the request by Department of Public Works to purchase a Remote-Controlled Gravely Ovis 40 RC Mower from the Ariens Company, requisition #110 in the amount of \$32,011.20.
7. To approve the McMahon Associates, Inc. contract amendment for the Seymour Park West Stormwater Pond project, in the amount of \$22,920.00, for a project total of \$95,565.00.
8. To approve the request by Department of Public Works Sanitation Department to bulk purchase tipper carts for stock replenishment, with an estimated expenditure of \$40,000.00.
9. To receive and place on file the report of the award of contract PARKS 1-24 (JOANNES PARK – PARKING LOT RESURFACING) to MCC, Inc. in the amount of \$263,400.70.
10. To receive and place on file the report of the award of contract PAVEMENT 2-24 FINGER ROAD RECONSTRUCTION to De Groot, Inc. in the amount of \$715,876.58.
11. To receive and place on file the report of the award of contract RESURFACING 1-24 (INCLUDING SEWER AND WATER) TO Peters Concrete Co. in the amount of \$3,787,062.41.
12. To receive and place on file the actions taken by the Department of Public Works.

A. Granting of Licenses

I. Sidewalk Builder

- a. Josh Bailey Concrete
- b. Sommers Construction
- c. Fischer Concrete
- d. Ramco Construction Services
- e. Green Bay Concrete LLC

2. Underground Sprinkler System

- a. New Irrigation, LLC (DBA Conserve Irrigation)

M. Report of the Protection & Policy Committee (April 29, 2024).

1. INFORMATIONAL ONLY--Election of Craig Stevens as Chair, and Alyssa Proffitt as Vice Chair.
2. To approve the change of agent requests at the listed licensed establishments:
 - a. Daily Buzz LLC at 130 E. Walnut (Brittany Kean)
 - b. The 1001 Club LLC at 1001 Main St. (Brittany Kean)
 - c. Vic Theatre Green Bay LLC at 217 E Walnut St. (Brittany Kean)
 - d. Apple North IV, LLC at 2420 E. Mason St. (David A. Oestreich)
 - e. The Automobile Gallery, Inc. at 400 S. Adams (Nichole Garcia)
 - f. The Automobile Gallery, Inc. at 419 S. Adams (Nichole Garcia)
 - g. Vast Properties Group, LLC at 401 S. Washington St. (Roger Zambarda)
 - h. KNK Plaza Hotel of Green Bay LLC at 1015 Lombardi (Andrea Schulz)
3. To approve the listed alcohol beverage renewal license applications to obtain a "Class B" Liquor and Class "B" Beer, pending the approval of the change of agents and proper authorities:
 - a. The 1001 Club LLC at 1001 Main St.
 - b. VIC Theatre Green Bay, LLC at 217 E. Walnut St.
 - c. The Daily Buzz LLC (Reserve license) at 130 E. Walnut
 - d. The Automobile Gallery, Inc. at 401 S. Adams
 - e. The Automobile Gallery, Inc. at 419 S. Washington
 - f. The Vast Properties Group, LLC (Reserve License) at 401 N. Washington
4. To approve the listed limited expansion requests (all dates after July 1 subject to the issuance of the 2024-2025 liquor license):
 - a. Green Bay Sportservice (1265 Lombardi)
Premises: Parking lots 5&6 on the west-northwest side of Lambeau
Date Requested: June 1, 2024
 - b. Martin & Trena Leonhard, Lenny's (431 N Broadway)
Premises: Parking Lot
Date(s) requested: August 5, 2024 & August 9, 2024
 - c. Tar Escapades (2657 University)
Premises: 2 picnic tables outside our two windows in front.
Date(s) requested for the 2023 license year: May 27, June 3, June 10, June 17, June 24
Date(s) requested for the 2024 license year: July 1, July 8, July 15, July 29, August 5, August

12, August 19, August 26, September 2.

d. Pearly Gates Bar and Grill, LLC (3551 Finger Rd)

Premises: east parking lot

Date(s) requested: July 13, 2024

e. State Street Pub, LLC (1238 State Street)

Premises: Parking lot

Date(s) requested: August 24-25, September 13-14

f. BMT, LLC (312 Cherry St)

Premises: Back Parking Lot

Date(s) requested: May 11, 2024

g. Beach Me Bar and Grill, Richard Craniums (840 S Broadway)

Premises: Parking lot

Dates Requested in the 2023 license year: May 11, May 12, May 18, May 19, May 21, May 23, May 25, May 26, May 28, May 30, June 1, June 2, June 4, June 6, June 8, June 9, June 11, June 13, June 15, June 16, June 18, June 20, June 22, June 23, June 25, June 27, June 29, June 30 (if approved, applicant would use 85 of the 90 days for 2023-2024 license year).

Dates Request in the 2024 license year: July 9, 16, 23, 30, July 11, July 18, July 25, August 1, July 6, July 7, July 13, July 14, July 20, July 21, July 27, July 28, August 3, August 4, August 9-11, August 9-11, August 16-18, August 23-25, August 30-31, September 1, September 6-8, September 13-15, September 20-22, September 27-29, October 4-6, October 11-13, October 18-20, October 25-27, November 1-3.

5. To grant a renewal application by Green Bay Blue Ribbons Baseball Club, Inc. at 1450 E. Walnut for the 6-month Class "B" Beer license.
6. To grant a 2023-2024 original application for a "Class B" Liquor and Class "B Beer license for Dexicenia Cerda Ramirez at 1610 Cass St. with a license premises "bar, liquor room, basement (Currently licensed as Michael D. Matz).
7. To approve a massage establishment license at 1740 E. Mason St.
8. To approve on a massage establishment license at 810 S. Maple St.
9. To approve a massage establishment license application at 503 S Military.
10. To approve a massage establishment license application at 450 N Military Ave.
11. To hold until the May 13 Protection & Policy meeting an appeal by Jennifer Mondragon-Murcia regarding the denial of her operator's license.
12. To refer to staff a communication by Ald. Johnson, District 9, for consideration and possible action to address and/or amend a limited number of liquor law provisions to accommodate the NFL draft in 2025 for a 9-day period (Also submitted, by former alderperson Scannell, D7).
13. To approve General Ordinance 11-24, relating to the destruction of birds and squirrels.
14. To approve General Ordinance No. 12-24, an ordinance amending Chapters 4 and 28, Green Bay Municipal Code, relating to alcohol beverages.

15. To refer to staff a communication from Ald. Melinda Eck, District 11, and Ald. Jennifer Grant, District 1: "We would like to request to refer to the law department to draw up an ordinance that would prohibit the sale of nitrous oxide in the city of Green Bay."
16. Informational Only: Notice and Change of Officers at licensed establishments:
Addition and removal of officers at Vast Properties, LLC at 401 N. Washington.
Addition and removal of an officer at DolgenCorp, LLC at 1152 S. Military Ave. and 1641 Main.
17. Informational Only: Clerk's Licensing Report.
18. Informational Only: Liquor Licensing Report.

N. Report of the Protection & Policy Committee Granting Operator Licenses.

1. Report of the Protection & Policy Committee granting Operator Licenses.

O. Report of the Plan Commission (April 29, 2024).

1. To approve the On Broadway Inc. Business Improvement District 2022 annual audit.
2. To approve to rezone 715 Marquette Avenue from Office Residential (OR) District and Low-Density Residential (RI) District to Low-Density Residential (RI) District (ZP 24-09 Public hearing held 04.29.2024).
3. To approve to rezone property from Business Park (BP) to Light Industrial (LI) at 1709 and 1745 Moraine Terrace (Parcels 6-58-1 and 6-58-B-1) (ZP 24-13 Public hearing held 04.29.2024).
4. To approve to rezone Parcel 21-7596 from Rural Residential District (RR) to General Commercial District (CI) at 3000 Block of Finger Rd (ZP 24-11 Public hearing held 04.29.2024).
5. To approve the request for a Conditional Use Permit to create a restaurant with drive-through in a (CI) General Commercial district at the 3000 Block of Finger Road (Parcel 21-7596), subject to the following conditions:
 1. A site plan and applicable permit applications are submitted to the Department of Community and Economic Development for review and approval.
 2. The property must be divided, and the drive-through use is only applicable to the easternmost parcel as proposed in the conceptual site plan.
 3. A variance to permit a drive-through to allow the placement of drive-through windows or menu boards between the principal building and street must be approved by the Board of Appeals.
 4. Landscaping along the northern boundary between the drive-through lane and the property line must include a screening of a minimum of four feet in height and 100 percent opaque on a year-round basis.
 5. Hours of operations for drive usage is limited to 5:30am to 9:30pm daily.
 6. Any signage facing north towards Finger Road shall not be illuminated.
 7. Compliance with all the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit, including standard site plan review and approval.

(ZP 24-12 Public hearing held 04.29.2024).

6. To approve a Conditional Use Permit to allow the use of a fuel/gas/service station, convenience store, and car wash facility in a Community Center Commercial District (C3) at 1007 and 1009 West Mason Street (Parcels 2-1260 and 2-1187), subject to the following conditions:
 1. A site plan and applicable permit applications are submitted to the Department of Community and Economic Development for review and approval.
 2. No driveway access permitted along the southern property line.
 3. Limit car wash operations to the hours of 7:00am - 9:00pm daily.
 4. Combine both parcels into a single parcel. (2-1260, 2-1187)
 5. Permit a single driveway entry entering off Gross Avenue and remove any existing driveway curb cuts along Gross Avenue which do not serve a new single driveway entry point off of Gross Avenue.
 6. Screening along the right of way of Gross Court and along the right of way of Gross Avenue from the intersection of Gross Court to the southern drive entrance to the property via Gross Avenue shall have a screening containing a masonry wall, fence, berm, plantings, or a combination thereof that forms a screen of four feet in height and 100 percent opaque on a year-round basis.
 7. Compliance with all the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit, including standard site plan review and approval.

(ZP 24-10 Public hearing held 04.29.2024).

P. Report of the Finance Committee. (April 30, 2024)

1. For Information only:
Ald. Jennifer Grant was elected Chair of the Finance Committee.
Ald. Kathy Hinkfuss was elected Vice-Chair of the Finance Committee.
2. To approve the purchase of a 2025 Chevrolet Silverado 3500HD truck for the Fire Department. The total cost of this purchase, with options, will not exceed \$54,000.00 and funded by 2024 borrowed money.
3. To approve the purchase of a 2024 Chevrolet Silverado 2500HD for the Fire Department. The total cost for this purchase with options is \$58,173.14. This is being funded by 2024 borrowed money.
4. To approve the purchase of a G2 Fire Station Alerting System. The total cost of the purchase, with installation, is \$988,984.72, funded by 2023-2024 borrowed money.
5. To approve the purchase of 35.875 acres of land (parcel 21-199) for the expansion of the Grandview Industrial Park.
6. To accept the Energy Efficiency & Community Block grant for \$159,610 with no local match.
7. To approve the budget amendment resolution for unbudgeted overtime for special events.
8. To approve a three (3) year agreement with Waste Management for dumpsters at the City of Green Bay sites. The annual cost of the purchase is \$59,533.56 for 2024.

9. To receive and place on file the Q1 of 2024 general fund overtime report compared to budget.
10. To receive and place on file the Claims Committee Reports for February, March & April 2024.

The Common Council may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Common Council will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

11. To approve, as staff recommends, the litigation matter of Bates et al. v. CVMIC et al.

The Common Council may convene in closed session pursuant to Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Common Council will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

Q. Report of the Park Committee (May 1, 2024).

1. Committee did not elect a Chair or Vice-Chair. The election is being held until the next Parks Committee meeting. **(Informational Only)**
2. To approve the donation of new batting cages from the Green Bay Optimist Club at East River Optimist Park.
3. To approve the request by the National Railroad Museum to construct an addition to their main building at Cooke Park, which is the site of the National Railroad Museum.
4. To approve a sponsorship agreement with Children's Hospital and Health System, Inc. for a donation of \$20,000 towards Kid's Day on June 25th, 2024.
5. To approve selling a permanent utility easement at the Bay Beach Wildlife Sanctuary to American Transmission Company LLC for a total cost of \$31,700.
6. To approve the proposed Prairie Habitat Restoration project at He-Nis-Ra Park.
7. To approve the Wildlife Sanctuary Service Animal Policy and Procedure document.
8. To approve the purchase of (2) Polaris Ranger 570 UTV's from Polaris Sales Inc., for a total cost of \$27,175.30.
9. To approve the purchase of 1 Polaris Ranger XP 1000 with track system from Polaris Sales Inc., for a total cost of \$32,674.08.
10. To approve the purchase of a 180' x 88' ProWall-Ice Rink System for Colburn Park from Sport Resource Group for a total cost of \$63,780.
11. To approve the purchase of (2) Raypak Pool Heaters for the Resch Aquatic Center from PBBS Equipment Corp. for a total cost of \$59,790.
12. To receive and place on file the review of the Bay Beach Amusement Park Ride Ticket Structure for the 2024 season. **(Informational Only)**

R. Report of the Personnel Committee April 30, 2024

1. For information only:
Ald. Galvin was elected Chair of the Personnel Committee
Ald. Grant was elected Vice Chair of the Personnel Committee
2. To approve the request to fill the following positions and all subsequent vacancies resulting from internal transfers
 - a. Mechanic
 - b. Right of Way Specialist
 - c. Sewer Worker Foreperson
 - d. Park Maintenance Worker
 - e. Neighborhood Compliance Inspector
3. To approve the request to create and fill a new Human Resources Generalist position to be shared by the City of Green Bay Human Resources Department (50%) and the Green Bay Water Utility (50%) and funded with department savings.
4. Update and discussion of negotiations on the 2024 City of Green Bay and City of Green Bay Professional Police Association labor agreement
The Council may convene in closed session pursuant to § 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating public employee contracts for competitive or bargaining reasons. The Council may thereafter reconvene in open session pursuant to § 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda

S. Report of the Public Arts Commission (April 24, 2024).

1. To approve six (6) final artworks and two (2) substitute artworks as part of the Rotating Art Program 2024-2025 season:
Final Six: B-3 Guardian, J-2 Evince, C-5 RocknRoll, K-I Angelica, G-I Lush Life, D-2 Drip Edge
Substitutes: H-I Bay Palm, I-I Off World Butterflies

T. Report of the Traffic, Bicycle, and Pedestrian Commission (April 15, 2024).

1. To receive and place on file the report by the Police Department on the monthly Traffic Enforcement Unit Traffic Safety Plan.
2. To receive and place on file the report by the Police Department of the 2024 1st quarter serious injury and fatal crashes.
3. To refer to staff for study of the request by Ald. Stevens to amend the existing policy to allow traffic calming measures on collector streets within the City.
4. To refer to staff for study of the request by Ald. Stevens to amend the existing policy to include traffic calming measures with all new and reconstructed streets.

U. Report of the Sustainability Commission, April 17, 2024.

1. Moved by Christa Kananen, seconded by Jenny Brinker to Hold the item until the next Sustainability Commission meeting, possible action to present the 2024-2025 Sustainability Commission Work Plan to Common Council.
Motion Passed.

Yes- Kaurie Mihm, Seth Hoffmeister, Mark Walter, Ned Dorff, Julia Noordyk, Christa Kananen, Jenny Brinker, No- None, Abstain- None..

V. Resolutions.

1. Resolution drawing final orders to contractors for May 7, 2024.
2. Resolution Authorizing Conditional Use Permit At 1007 And 1009 West Mason Street (ZP 24-10)
3. Resolution Authorizing Conditional Use Permit at 3000 Block of Finger Road (Parcel 21-7596) (ZP 24-12)
4. Resolution authorizing Budget Amendment.
5. Resolution accepting dedication of storm water management improvements in Mahon Creek Estates and Mahon Creek Estates First Addition subdivisions.

W. Ordinances - First Reading.

1. General Ordinance 11-24
An ordinance amending Section 26-11, Green Bay Municipal Code, Relating to the destruction of birds and squirrels.
2. General Ordinance No. 12-24
An ordinance amending Chapters 4 and 28, Green Bay Municipal Code, relating to alcohol beverages.
3. Zoning Ordinance No. 07-24
An ordinance rezoning property located at 715 Marquette Ave from Office Residential (OR) and Low-Density Residential (RI) to Low-Density Residential (RI) (ZP 24-09).
4. Zoning Ordinance No. 08-24
An ordinance rezoning property located at 1709 and 1745 Moraine Terrance from Business Park District to Light Industrial District (ZP 24-13)
5. Zoning Ordinance No. 10-24
An ordinance rezoning property located at the 3000 block of Finger Road (Parcel 21-7596) from Rural Residential (RR) to General Commercial (CI) (ZP 24-11)

X. Referral of Petitions & Communications.

Y. Adjournment.

- 1) SUPPLEMENTAL INFORMATION: The Video of this meeting, Agenda, Agenda Packet, and Minutes are available online at www.greenbaywi.gov/Meetings.
- 2) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.

- 3) **QUORUM:** Please take notice that a majority or quorum of the Common Council will attend this committee meeting and will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.
- 4) **REPRESENTATION:** The party requesting the communication, or their representative, should be present at this meeting.

ZONING ORDINANCE NO. 06-24

**AN ORDINANCE REZONING THE PROPERTY LOCATED AT
THE 1400 BLOCK OF SOUTH HURON ROAD (PARCEL NO. 21-186) FROM
RURAL RESIDENTIAL (RR) DISTRICT TO VARIED-DENSITY RESIDENTIAL
(R3) DISTRICT
(ZP 24-06)**

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS
FOLLOWS:

SECTION 1. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property, known as tax parcel 21-186 which is located on the 1400 Block of South Huron Road from Rural Residential (RR) District to Varied-Density Residential (R3) District.:

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER (SW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$) OF SECTION ELEVEN (11), TOWNSHIP TWENTY-THREE (23), NORTH, RANGE TWENTY-ONE (21) EAST, IN THE CITY OF GREEN BAY, EAST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN, EXCEPT THAT PART DESCRIBED IN DOCUMENT NO. 1826348 AND EXCEPT ROAD.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall not take effect until a public hearing is held hereon as provided by Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2024.

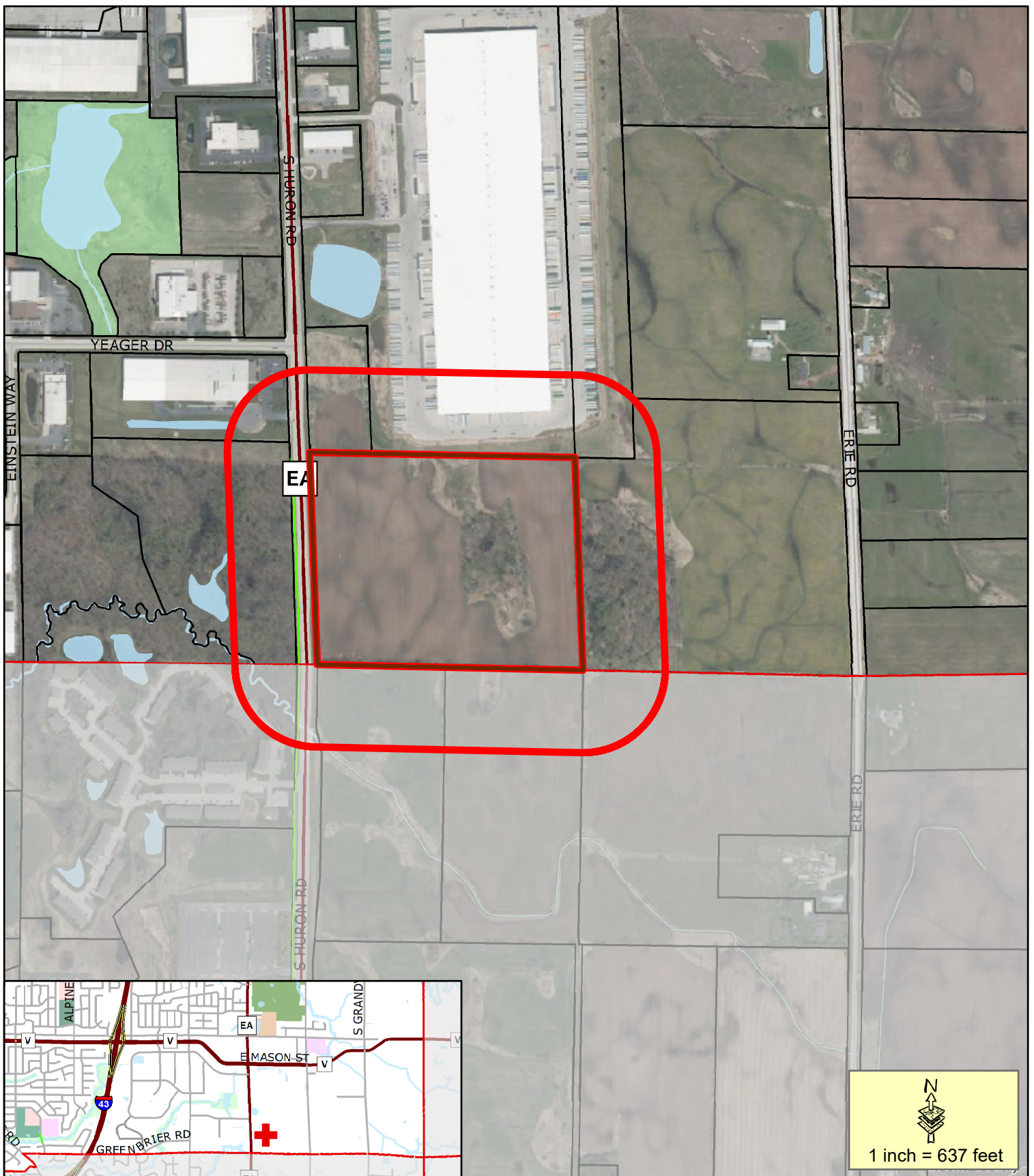
APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, City Clerk

jel
Attachment – Map



Proposed Conditional Use Permit Parcel

400' Property Owner Notice

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.
Map prepared by JL

Rezone Request
(RR) Rural Residential to
(R3) Varied Density Residential
1400 Block of S Huron Road (East Side of Road)

GENERAL ORDINANCE NO. 10-24

**AN ORDINANCE
AMENDING SECTION 40-34,
GREEN BAY MUNICIPAL CODE,
RELATING TO PARKING REGULATIONS**

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 40-34, Green Bay Municipal Code, is hereby amended to remove the following existing parking restriction:

MORROW STREET, north side, from a point 60 feet west of Henry Street to a point 135 feet east.

SECTION 2. Section 40-34, Green Bay Municipal Code, is hereby amended to establish the following NO PARKING zone:

MORROW STREET, north side, from a point 60 feet west of Henry Street to a point 60 feet east of Henry Street.

Dated at Green Bay, Wisconsin this _____ day of _____, 2024.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

SAP
4/16/2024



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # L.2

To deny the request by Harry Mazaheri, 840 S. Monroe Avenue, to rescind Invoice #181677 in the amount of \$101.84 for snow and ice removal on January 18, 2024 at 840 S. Monroe Avenue.

BACKGROUND

Was presented at the Improvement and Services Committee meeting on 3/13/2024 and was denied. However, the resident never received the notice of invite so he wasn't present at the 3/14/2024 meeting and wants to be added to the May 1st I&S Committee meeting.

RECOMMENDATION

To Deny

FISCAL IMPACT

ATTACHMENTS

1. 840 S. Monroe Internal Docs Complaint
2. 840 S. Monroe Written Complaint

CITY OF GREEN BAY PUBLIC WORKS DEPARTMENT

SNOW & ICE CONTROL

PARCEL #: _____

INVOICE #: _____

INV. DATE: _____

PROPERTY IDENTIFICATION

PARCEL #: 16-53 ADDRESS: 840 S Monroe DISTRICT: 4

ORIGINAL COMPLAINT

COMPLAINT DATE: 1-15-2024 TIME: 932 AM ☒ PM

RECEIVED: ☐ PHONE ☒ WEB/EMAIL ☐ ALDER ☐ INSP. DEPT. ☐ SUPERVISOR ☐ MAYOR

INSPECTION & WORK DONE BY CITY

WORK DATE: 1-18-2024 EMPLOYEE(S): Curt Schneider

TYPE OF WORK: ☐ SNOW REMOVAL ☐ ICE CONTROL ☒ BOTH

START TIME: 130 AM ☒ PM END TIME: 145 AM ☒ PM

☐ NORTH _____ % _____ FT

☒ SOUTH 80 % 128 FT

☐ EAST _____ % _____ FT

☐ WEST _____ % _____ FT

APPROVED BY: Orville Hand

Crede Haut

From: noreply@ci.green-bay.wi.us
Sent: Monday, January 15, 2024 9:32 PM
To: Chris Pirlot; Crede Haut; Dan Szymik; Dustin McMullen; Josh Brassfield; Justin Linzmeier; Nathan Wachtendonk; Stuart Stormer
Subject: New Request: Sidewalk & Pavement - SIDEWALK COVERED BY SNOW AND/OR ICE

SIDEWALK & PAVEMENT - SIDEWALK COVERED BY SNOW AND/OR ICE

****Duplicate Same - Day Entry: Entered Externally by Green Bay Resident****

ADDRESS: 840 S MONROE AV

The property is on the corner of S Monroe and Porlier Street. The owners do not seem to clearing the snow on the Porlier Street sidewalk. The sidewalk is covered with snow and ice. Makes walking difficult.

Minutes:

RateID:

Snow:

PickUpDate:

01/15/2024 09:29 PM

To view online you can visit:

https://rfs.greenbaywi.gov/RequestForService/Sublimate.aspx?NID=445628&Target=Secure\RequestSearch&_TrackingID=135707



01/18/2024









01/18/2024





01/18/2024





01/18/2024

Racheal Baker

From: Racheal Baker
Sent: Thursday, February 8, 2024 11:34 AM
To: Josh Brassfield
Subject: RE: 840 S Monroe

Oh good! ●

From: Josh Brassfield <Josh.Brassfield@greenbaywi.gov>
Sent: Thursday, February 8, 2024 11:13 AM
To: Racheal Baker <Racheal.Baker@greenbaywi.gov>
Subject: RE: 840 S Monroe

I spoke with this gentleman, and he claims he'll pay the invoice. It was only about 25 minutes on the phone ●.

Happy Spring,

Josh Brassfield
Street Superintendent
City of Green Bay
Department of Public Works
920.492.3734
greenbaywi.gov



From: Racheal Baker <Racheal.Baker@greenbaywi.gov>
Sent: Wednesday, February 7, 2024 3:13 PM
To: Josh Brassfield <Josh.Brassfield@greenbaywi.gov>
Subject: FW: 840 S Monroe

Hello,

I received a certified letter from Mr. Mazaheri at 840 S. Monroe regarding this invoice he wanted to dispute with me over the phone last week. I attached a copy of the letter and the invoice documents if you would like to advise me how to proceed. Just an FYI he also sent a similar letter (attached) regarding an invoice he received from sanitation for putting out several garbage bags of yard waste, Dustin voided the invoice as the bags were found to be on his property line, not the public right of way. From my interactions with him both times, something is not quite right with this gentleman. I have a feeling there will be continued issues with this property.

Thank you!

Racheal Baker
Administrative Clerk – Operations Division
City of Green Bay
Department of Public Works
920.448.3535
greenbaywi.gov

From: Racheal Baker
Sent: Wednesday, January 31, 2024 12:46 PM
To: Josh Brassfield <Josh.Brassfield@greenbaywi.gov>
Subject: RE: 840 S Monroe

No, he did not end up wanting to be transferred. He asked for the spelling of your name and said he will just be following up and sending over proof that we never had any crews at his house. He has '24/7 video coverage and we never had anyone there'. We made it all up. I spent about 20 minutes on the phone with him. There were times I didn't even have words to respond to what he was saying, it just didn't make sense.

From: Josh Brassfield <Josh.Brassfield@greenbaywi.gov>
Sent: Wednesday, January 31, 2024 12:32 PM
To: Racheal Baker <Racheal.Baker@greenbaywi.gov>
Subject: 840 S Monroe

The gentleman never called so maybe he understands now?

Josh Brassfield
Street Superintendent
City of Green Bay
Department of Public Works
920.492.3734
greenbaywi.gov



1st letter sent to Josh B.
(emailed)
Per Josh he spoke with him
and he stated he would pay
the invoice

Harry A Mazaheri
840 S. Monroe Ave.
Green Bay, WI 54301
(717) 682-7800

City of Green Bay
Public Works Department
100 North Jefferson Street
Green Bay, WI 54301-5026

RE: Green Bay City Invoice # 181677

Certified Mail #: 70220410000077199618

Dear Sirs/Madams:

I just received the above captioned invoice. It appears that you are billing me for snow removal on my property detailed supra.

I had an opportunity to review my property surveillance footage for the date in question, 1/18/24, but I do not see any of your staff at any time enter my property. I do see several of your snow "moving" vehicles pile many feet of snow on my property and the adjacent intersection.

I dispute the following alleged "facts":

1. That your staff needed to remove snow from the sidewalks on my property at any time on 1/18/24.
2. That if snow was removed on another date where could it safely be removed to other than to the adjacent public throughfare?
 - a. In violation of Ordinance 34-14 (c)
 - b. Given the historic structure of the subject property snow removal is significantly constrained

FYI- I do not believe that you can legally attach a municipal fine to a property's tax bill. I worked for what is now the Pennsylvania Governor's Office of General Counsel. We did extensive research on the legality of such a process. We found, as did thirty-six other states, that such a "process" violated our history and legal precedent. This practice

under English law as far back as the Magna Carta, adopted by the majority of the original thirteen states, was prohibited. One of the main arguments is there is no process to challenge the assessment nor is their adequate notice. There are good arguments that it is also prohibited by several provisions of the US Constitution.

At this point I do not want to argue this matter but your letter peaked my interest in a heretofore unknown *dark* process.

Please feel free to contact me with any questions.

Sincerely yours,

A handwritten signature in black ink, appearing to be 'H. Mazaheri', with a long horizontal flourish extending to the right.

Harry A Mazaheri

Harry A Mazaheri
840 S. Monroe Ave.
Green Bay, WI 54301
(717) 682-7800

City of Green Bay Improvement and Services Committee
100 North Jefferson Street
Green Bay, WI 54301-5026

February 20, 2024

RE: Green Bay City Invoice # 181677

Certified Mail #: 70220410000077199472

Dear Sirs/Madams:

I recently received the above captioned invoice. It appears that you are billing me for snow removal on my property detailed supra.

I had an opportunity to review my property surveillance footage for the date in question, 1/18/24, but I do not see any of your staff at any time enter my property. I do see several of your snow "moving" vehicles pile many feet of snow on my property and the adjacent intersection.

I dispute the following alleged "facts":

1. That your staff needed to remove snow from the sidewalks on my property at any time on 1/18/24.
2. That if snow was removed on another date where could it safely be removed to other than to the adjacent public throughfare?
 - a. In violation of Ordinance 34-14 (c)
 - b. Given the historic structure of the subject property snow removal is significantly constrained
3. That any of the subject snow on my property came upon same by natural circumstances

4. That the City of Green Bay has the legal authority to levy this fine as currently administered

FYI- I do not believe that you can legally attach a municipal fine to a property's tax bill. I worked for what is now the Pennsylvania Governor's Office of General Counsel. We did extensive research on the legality of such a process. We found, as did thirty-six other states, that such a "process" violated our history and legal precedent. This practice under English law as far back as the Magna Carta, adopted by the majority of the original thirteen states, was prohibited. One of the main arguments is there is no process to challenge the assessment nor is their adequate notice. There are good arguments that it is also prohibited by several provisions of the US and most state Constitutions.

Therefore, I do appeal the aforesaid invoice to the City of Green Bay Improvement and Services Committee as per General Ordinance 34-14 and the documentation included with the said Invoice.

Sincerely yours,



Harry A Mazaheri



GREEN BAY CITY TREASURER

100 North Jefferson Street, Room 106
Green Bay, WI 54301-5026

INVOICE

Invoice Date	Invoice No.
01/23/2024	181677
Customer Number	
66303	
Invoice Total Due	
\$101.84	
Customer PO	Due Date
	02/22/2024

FOR PARCEL 16-53 AT 840 S MONROE AVE - ACTION
TAKEN: SNOW / ICE REMOVAL 1/18/2024

HARRY MAZAHARI
840 S MONROE AVE
GREEN BAY, WI 54301-

✂ Please Detach and return top portion with your payment ✂

City of Green Bay, Green Bay, WI 54301

Invoice Date: 01/23/2024

Customer Number: 66303

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
CHARGE PER LINEAR FOOT	128.00	\$0.28	EACH	\$35.84	\$0.00	\$0.00	\$35.84
ADMINISTRATIVE CHARGE PER PARCEL	1.00	\$66.00	EACH	\$66.00	\$0.00	\$0.00	\$66.00
Please put Invoice Number on your check. Make checks payable to City of Green Bay.				Invoice Total:		\$101.84	

GENERAL ORDINANCE 9.30 SNOW AND ICE REMOVAL REGULATIONS - THE AMOUNT MUST BE PAID IN
30 DAYS OR BE PLACED ON THE TAX ROLL. PLEASE CALL THE DEPARTMENT OF PUBLIC WORKS AT
(920) 448-3535 WITH ANY QUESTIONS.

ORIGINAL
COPY



Report to the Improvement and Service Committee of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # L.3

To deny the request by Melissa Steffen, 406 Ontario Road, to reverse the action of the Common Council on August 22, 2023 approving the need for sidewalk to be installed on the south side of Sitka Street between Robert Lane and McAuliffe Heights Trail and to rescind the resolution passed by Common Council on May 5, 2024 ordering the sidewalk constructed.

BACKGROUND

When Sitka Street was reconstructed in 2019-2020, City staff recommended the installation of sidewalk from Superior Road to McAuliffe Heights Trail, including the infill of areas where discontinuous sidewalk was previously installed. This action was required due to proposed developments of what would eventually become the Bradley Estates subdivision and the Sitka Heights Condominium development, both of which have significant frontage to Sitka Street. City subdivision ordinance in effect at the time required sidewalks to be installed on one side of Sitka Street. Staff evaluated the area and determined that the population center was on the south side of Sitka Street, with a destination of Christa McAuliffe Park on the north side of Sitka Street at Ontario Road. As such, the requirement was to place the sidewalk on the south side of Sitka Street between Superior Road to Ontario Road, where a crosswalk from south to north is already located. This sidewalk best served the population center south of Sitka Street.

Standing policy of the City is that sidewalk be installed spanning an individual lot at the time that the lot is developed. Once lot development reaches 85% of the available frontage on a road segment, sidewalk is typically recommended to be ordered in by Common Council to complete the sidewalk network, eliminating discontinuities. While the condominiums between Superior Road and Robert Lane are still under development, more than 85% of the available frontage of Sitka Street between Robert Lane and Ontario Road is now developed, making the remaining sidewalk along Sitka Street in this area eligible for installation orders by council.

In the summer of 2023, Ald. Hutchison received a complaint from a constituent requesting that the sidewalk discontinuities from Robert Lane to Ontario Road be eliminated by having Council order the remaining sidewalk installed. This request was considered by the Improvement & Services Committee on August 16, 2023, with a recommendation to order the sidewalks installed. This recommendation was approved by the Common Council on August 22, 2023.

The current policy and procedure for a request to have sidewalk installed in an area does not carry a requirement for the Department of Public Works to solicit comment or feedback from the potentially affected property owners. As such, no individual notification was provided to potentially affected property owners during the initial platting process, about the August 16, 2023 Improvement & Services Committee Meeting, nor for the August 23, 2023 Common Council meeting. This is consistent with the practice of the City for at least the last 16 years that the Director has worked for the City.

City sidewalk installation procedures were applied along the corridor consistent with how sidewalk installation has been performed for at least the last 16 years. Properties having direct access to the sidewalk,

or vacant properties that could have access to the sidewalk in the future, are assessed the cost of installation and assigned the responsibility of maintenance. For properties having no direct access to the sidewalk are the responsibility of the City for installation and maintenance. Direct access has been determined to mean either that the sidewalk crosses the subject property driveway, or for a corner property, sidewalk being installed in a side yard directly connects to a sidewalk in the front yard which crosses the driveway.

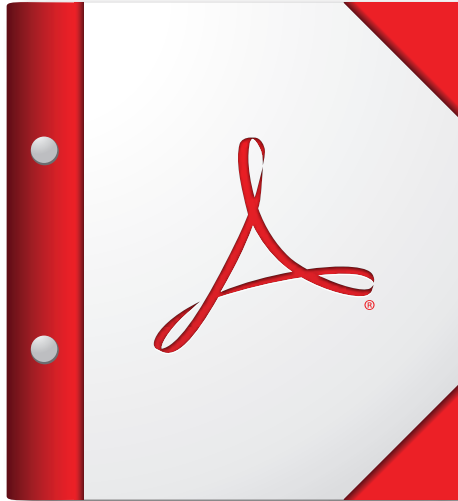
RECOMMENDATION

Staff recommends denial of the request.

FISCAL IMPACT

ATTACHMENTS

- I. Sitka Sidewalk



**For the best experience, open this PDF portfolio in
Acrobat X or Adobe Reader X, or later.**

Get Adobe Reader Now!



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # L.4

To approve the request by Todd Wood (508 Heyrman Street) for permission to park a truck and trailer on-street overnight for at least ten (10) occurrences during 2024 and possibly more dates. All occurrences are on Saturday, May 4th, May 18th, June 8th, June 22nd, July 13th, August 3rd, August 17th, September 14th, and September 28th, 2024.

BACKGROUND

Mr. Wood owns a race car and trailer that he stores off-site. When he races he returns home late and would like to be able to park the truck/trailer on-street overnight, then return the trailer to its storage location the following morning.

RECOMMENDATION

Recommend approval. Request is clear and manageable.

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # L.5

To hold the request by Jennifer Pagel (1070 Kenwood Street) to rescind outstanding invoices for early garbage setout until the next Improvement & Services Committee meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Jennifer Pagel Appeal

From: _____
To: _____
Cc: [I&S agenda item \(May 1\)](#) _____
Subject: Thursday, April 18, 2024 8:00:09 AM
Date:

Please add the following item to the next I&S agenda

Agenda item: Consideration and possible action on a request by Jennifer Pagel (1070 Kenwood Street) to rescind outstanding invoices for early garbage setout

Supporting documentation: Please add copies of invoices for this address. Also see below.

Staff recommendation: None. Invoices were issued per City ordinance rules

Christopher J. Pirlot, P.E.

Operations Director/Parking Manager

City of Green Bay

Department of Public Works

Sent: Wednesday, April 17, 2024 10:00 PM

To: Subject: Fw: Garbage Pickup - Jennifer Pagel

More information.

Alderman Chris Wery

Facebook: [Alderman Chris Wery, District 8 City of Green Bay](#)

----- Forwarded Message -----

Sent: Monday, March 18, 2024 at 08:25:32 PM CDT

Subject: Re: Garbage Pickup

Hi Chris,

Thank you for your inquiry on this.

Yes I would like to appeal. I would like to appeal on the basis of never given a warning, then a citation.

The fee is absolutely ridiculous amount.

Like I said, parking tickets on the street over nite are not even half that.

I pay taxes and of course they went up again this year, so if there is no room for 1 mistake or 2 due to a 17 year old wheeling out the garbage wrong, then don't increase my taxes. I'll just pay my 65 dollar fines I receive.

If I'm such a nuisance, then how come in the 23 years I have lived here this has never been an issue

before?

I am all for accountability. And if I had to make the garbage guy get out of his truck to get my garbage then I'll pay. I do not want to pay that amount.

There needs to be a better system than giving someone a fine immediately for 65 dollars. Start out at 10 then 20 and so forth....

Thank you Chris.

Best of luck. It makes me want to move and that's sad for me.

Jennifer

Sent from my iPhone

On Mar 18, 2024, at 1:29 PM, Chris Wery wrote:

I also received this from staff:

Alder Wery,

Orders were sent 8/10/23 regarding nuisance exterior storage amongst a couple of other violations.

8/29 the note reads that all violations were corrected except the storage of items. A conversation was had onsite with the property owner about the windows leaning against the house and when they would be removed.

9/8 a fee was issued for noncompliance

9/12 the windows were removed and case was closed.

Thank you,

Mike Van De Wetering

Housing/Zoning Inspector

City of Green Bay

Community and Economic Development Department

Alderman Chris Wery

920-490-9282

[Facebook: Alderman Chris Wery, District 8 City of Green Bay](#)

On Tuesday, March 12, 2024 at 08:31:50 AM CDT, Jennifer Pagel

I received a bill dated Feb 26th stating wrong date for recycling and the two weeks later received another bill for Feb. 29th stating bins were not 4 feet apart.

Last summer I received a bill for garbage bins on the side of my house. I took care of it and they still belled me even though the guy came back and checked. I had windows that time

on the side of my house as well because last year I remodeled my kitchen.
Thank you for looking into this. I'm not a nuisance neighbor. Just a single mom with 3 boys trying to get them into college this fall.
Thanks Chris so much for your time. I know ur busy.
Jennifer Pagel

Sent from my iPhone

On Mar 11, 2024, at 2:51 PM, Chris Wery wrote:

Hi Jennifer,

I just wanted you to know I am waiting to hear back from the city on the two issues. If I recall correctly, there was the issue of 2 bills received for garbage out on the wrong day and then for garbage in the back yard?

Thanks!

Alderman Chris Wery

[Facebook: Alderman Chris Wery, District 8 City of Green Bay](#)



CITY OF GREEN BAY
DEPARTMENT OF PUBLIC WORKS
EARLY SET OUT FORM

Parcel No. _____
Invoice No. _____
Invoice Date _____
FOR OFFICE USE ONLY

Driver: BOB W. Truck: 146

Date: 2-29-24 Time: 11:54 am pm

Address: 1070 KENWOOD ST

Day of week collected:

Monday Tuesday Wednesday Thursday Friday

Normal collection day:

Monday Tuesday Wednesday Thursday Friday

How notified: Complaint Drive by Tag

☒ TRASH CART

Cart Number: 1495 020602

Cart Number: _____

Other: _____

☐ RECYCLING CART

Cart Number: _____

Cart Number: _____

Other: _____

Approved By: _____

I:\DeptData\PubWorks\Operations\Adm\Forms\Sanitation\EARLY SET OUT FORM 03-2016.docx 10.5.2018 (ABARBER)

CITY OF GREEN BAY - DEPT. OF PUBLIC WORKS
100 N JEFFERSON ST ROOM 300

PHONE: (920) 448-3535

ORDINANCE VIOLATIONS

☒ SOLID WASTE

☐ RECYCLING

☒ 1. SOLID WASTE AND RECYCLE VIOLATIONS

- A. Cart must be placed with numbers on cart facing the street and 4 (four) feet of clearance around each cart ☒
- B. Lid must be closed ☐
- C. Items outside of cart not collected ☐
- D. Only City issued carts collected ☐
- E. Must be placed on cleared surface ☐
- F. Carts must not be placed on or behind snow banks ☐
- G. Liquids not accepted ☐
- H. Yard waste not accepted ☐
- I. Batteries not accepted ☐

☐ 2. SOLID WASTE VIOLATIONS

- A. Recycling present in solid waste ☐
- B. Debris generated by contractor not collected ☐
- C. Ashes/sawdust must be placed in sealed bag ☐

☐ 3. ELECTRONIC VIOLATIONS

- Electronics not collected by the City. See <http://dnr.wi.gov/topic/Ecycle/> for disposal locations ☐

☐ 4. RECYCLING CONTENTS VIOLATION

- A. Solid waste present in recycling ☐
- B. Recycling not collected from businesses ☐
- C. Motor oil, antifreeze, pesticide containers not recyclable ☐
- D. No waxed or plastic lined cardboard, no soiled cardboard, or tissue products ☐
- E. Place shredded paper in brown paper bag prior to placing inside your cart ☐
- F. Recycling only collected from buildings with 6 (six) or less dwelling units ☐
- G. Plastic bags not collected by the City of Green Bay ☐
- H. Styrofoam not recyclable ☐

OTHER

4' APART

DATE: 2-29-24 UNIT 146

ADDRESS: 1070 Kenwood

CART NUMBER: 1495 020602

For more information on Green Bay's solid waste and recycling regulations go to www.greenbaywi.gov/publicworks



CITY OF GREEN BAY
DEPARTMENT OF PUBLIC WORKS
EARLY SET OUT FORM

Parcel No. _____
Invoice No. _____
Invoice Date _____
FOR OFFICE USE ONLY

Driver: Bob W Truck: 141

Date: 2-22-24 Time: 11:57 am/pm

Address: 1020 KENWOOD

Day of week collected:

Monday Tuesday Wednesday Thursday Friday

Normal collection day:

Monday Tuesday Wednesday Thursday Friday

How notified: Complaint Drive by Tag

☒ TRASH CART

Cart Number: 1495 028602

Cart Number: _____

Other: _____

☒ RECYCLING CART

Cart Number: 09-003425

Cart Number: _____

Other: _____

Approved By: _____

CITY OF GREEN BAY – DEPT. OF PUBLIC WORKS

100 N JEFFERSON ST ROOM 300

PHONE: (920) 448-3535

ORDINANCE VIOLATIONS

☒ SOLID WASTE

☐ RECYCLING

1. SOLID WASTE AND RECYCLE VIOLATIONS

- ☒ A. Cart must be placed with numbers on cart facing the street and 4 (four) feet of clearance around each cart
- ☐ B. Lid must be closed
- ☐ C. Items outside of cart not collected
- ☐ D. Only City issued carts collected
- ☐ E. Must be placed on cleared surface
- ☐ F. Carts must not be placed on or behind snow banks
- ☐ G. Liquids not accepted
- ☐ H. Yard waste not accepted
- ☐ I. Batteries not accepted

2. SOLID WASTE VIOLATIONS

- ☐ A. Recycling present in solid waste
- ☐ B. Debris generated by contractor not collected
- ☐ C. Ashes/sawdust must be placed in sealed bag

3. ELECTRONIC VIOLATIONS

- ☐ Electronics not collected by the City. See <http://dnr.wi.gov/topic/ecycle/> for disposal locations

4. RECYCLING CONTENTS VIOLATION

- ☐ A. Solid waste present in recycling
- ☐ B. Recycling not collected from businesses
- ☐ C. Motor oil, antifreeze, pesticide containers not recyclable
- ☐ D. No waxed or plastic lined cardboard, no soiled cardboard, or tissue products
- ☐ E. Place shredded paper in brown paper bag prior to placing inside your cart
- ☐ F. Recycling only collected from buildings with 6 (six) or less dwelling units
- ☐ G. Plastic bags not collected by the City of Green Bay
- ☐ H. Styrofoam not recyclable

OTHER WRONG WEEK FOR RECYCLING

DATE: 2-22-24 UNIT 141

ADDRESS: 1020 Kenwood

CART NUMBER: 1495 028602

09-003425

For more information on Green Bay's solid waste and recycling regulations go to www.greenbaywi.gov/publicworks



GREEN BAY CITY TREASURER

100 North Jefferson Street, Room 106
Green Bay, WI 54301-5026

INVOICE

Invoice Date	Invoice No.
02/29/2024	183190
Customer Number	
65410	
Invoice Total Due	
\$65.00	
Customer PO	Due Date
	03/31/2024

JENNIFER J PAGEL
1070 KENWOOD ST
GREEN BAY, WI 54304-

FOR PARCEL 1-2653-12 AT 1070 KENWOOD ST -
SERVICE: EACH CART MUST HAVE 4 FEET CLEARANCE
ON ALL SIDES 2/29/2024

00000182024800183190800000065003

✂ Please Detach and return top portion with your payment ✂

City of Green Bay, Green Bay, WI 54301

Invoice Date: 02/29/2024

Customer Number: 65410

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
EARLY SETOUT / SANITATION VIOLATION CHARGE	1.00	\$65.00	EACH	\$65.00	\$0.00	\$0.00	\$65.00
Please put Invoice Number on your check. Make checks payable to City of Green Bay.				Invoice Total:	\$65.00		

GENERAL ORDINANCE 9.02 SOLID WASTE COLLECTION REGULATIONS - THE AMOUNT MUST BE PAID
IN 30 DAYS OR BE PLACED ON THE TAX ROLL. PLEASE CALL THE DEPARTMENT OF PUBLIC WORKS
AT (920) 448-3535 WITH ANY QUESTIONS.

ORIGINAL
COPY



GREEN BAY CITY TREASURER

100 North Jefferson Street, Room 106
Green Bay, WI 54301-5026

INVOICE

Invoice Date	Invoice No.
02/26/2024	182999
Customer Number	
65410	
Invoice Total Due	
\$65.00	
Customer PO	Due Date
	03/27/2024

JENNIFER J PAGEL
1070 KENWOOD ST
GREEN BAY, WI 54304-

FOR PARCEL 1-2653-12 AT 1070 KENWOOD ST -
SERVICE: CARTS MUST HAVE 4FT CLEARANCE
AROUND ALL SIDES, WRONG WEEK FOR RECYCLING -
2/22/2024

✂ Please Detach and return top portion with your payment ✂

City of Green Bay, Green Bay, WI 54301

Invoice Date: 02/26/2024

Customer Number: 65410

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
EARLY SETOUT / SANITATION VIOLATION CHARGE	1.00	\$65.00	EACH	\$65.00	\$0.00	\$0.00	\$65.00
Please put Invoice Number on your check. Make checks payable to City of Green Bay.				Invoice Total:		\$65.00	

GENERAL ORDINANCE 9.02 SOLID WASTE COLLECTION REGULATIONS - THE AMOUNT MUST BE PAID
IN 30 DAYS OR BE PLACED ON THE TAX ROLL. PLEASE CALL THE DEPARTMENT OF PUBLIC WORKS
AT (920) 448-3535 WITH ANY QUESTIONS.

ORIGINAL
COPY



Public Works Department
100 North Jefferson Street • Room 300
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Administration | Engineering | Traffic 920.448.3100
Operations 920.448.3535
Parking 920.448.3431
Fax 920.448.3102

April 18, 2024

Jennifer Pagel
1070 Kenwood Street
Green Bay, WI 54304

Dear Jennifer,

This letter is to notify you that the item(s) highlighted on the enclosed agenda will be presented before the Improvement & Services Committee of the City Council for its consideration.

The Improvement & Services Committee is scheduled for **Wednesday, May 1, 2024 at 6:30 p.m. in Room 207 of the City Hall building, 100 North Jefferson Street.**

We recommend that you attend as the Committee discusses your request. At that time, you can provide your concerns and/or facts.

Sincerely,

Michelle Wolter
Administrative Clerk

Enclosure



Report to the
**Improvement and Service Committee
of the City of Green Bay**

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # L.6

To approve the request by Department of Public Works to purchase a Remote-Controlled Gravely Ovis 40 RC Mower from the Ariens Company, requisition #110 in the amount of \$32,011.20.

BACKGROUND

The Department of Department of Public Works is responsible for cutting and maintaining grass alongside overpasses, bridges, and ditch lines. These locations can have steep slope inclines resulting in difficulty to mow due to the danger associated with the possibility of rolling equipment causing injury to the operator and damage to equipment. For maximum operator safety, the department elected to purchase a remote-controlled mower capable of safely and efficiently mowing sloped areas.

RECOMMENDATION

To purchase a remote-controlled Gravely Ovis 40 RC Mower from Ariens Company on the Sourcewell Contract# 031121-ACO for price of \$32,011.20 which includes operator training and warranty.

FISCAL IMPACT

ATTACHMENTS

1. City of Green Bay Quote - 949001
2. RC Slope Mower Req.



P.O. Must be Written to Awarded Vendor:

ARIENS COMPANY
655 WEST RYAN STREET
BRILLION, WI 54110
<https://www.ariensco.com/>

DATE: April 16, 2024
CONTRACT: Sourcewell Contract
CONTRACT NO.: 031121-ACO
CONTRACT PERIOD: April 30, 2021 - April 30, 2025
TTN: 39-0135100

TO: Attn: Nathan Wachtendonk
Fleet Manager
City of Green Bay
Department of Public Works
Office: (920) 492-3751
E-mail: nathan.wachtendonk@greenbaywi.gov

Sourcewell ID #: 210291



CONTACT NAME	CONTACT PHONE	P.O. SUBMITTAL
Tyler Walimaa	920-756-4665	TWALIMAA@ARIENSCO.COM

MODEL	DESCRIPTION	QTY	CONTRACT PRICE	LINE TOTAL
949001	OVIS 40 RC Mower - 23hp Briggs & Stratton Vanguard, w/40" Flail Mower, ZT-3100 Transaxles	1	\$ 32,011.20	\$ 32,011.20
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
SUBTOTAL				\$ 32,011.20
FREIGHT				\$0.00
TOTAL				\$ 32,011.20

THANK YOU FOR CONSIDERING A GRAVELY COMMERCIAL MOWER!

Request Request

To: Beth Nadolski Spears
Public Works Supervisor

From: Nathan Wachtendonk
Fleet Manager

Date: April 18, 2024

Re: Slope Capable Remote-Controlled Lawn Mower



Item: Slope capable remote controlled lawn mower

Cost: \$32,011.20

Vendor: Ariens Company, Sourcewell contract # 021121-ACO

Account# 427503E-55140

Delivery: City will pickup at vendor

Background:

The Department of Department of Public Works is responsible for cutting and maintaining grass alongside overpasses, bridges, and ditch lines. These locations can have steep slope inclines resulting in difficulty to mow due to the danger associated with the possibility of rolling equipment causing injury to the operator and damage to equipment. For maximum operator safety, the department elected to purchase a remote-controlled mower capable of safely and efficiently mowing sloped areas.

Recommendation:

To purchase a remote-controlled Gravely Ovis 40 RC Mower from Ariens Company on the Sourcewell Contract# 031121-ACO for price of \$32,011.20 which includes operator training and warranty.



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # L.7

To approve the McMahon Associates, Inc. contract amendment for the Seymour Park West Stormwater Pond project, in the amount of \$22,920.00, for a project total of \$95,565.00.

BACKGROUND

The Seymour Park West Pond project design is being coordinated with Parks Department and adjacent road reconstruction design work. Work is ongoing to finalize the design for bidding.

RECOMMENDATION

To approve Amendment #6 of the existing contract with McMahon Associates, Inc.

FISCAL IMPACT

The contract amendment will be funded using ARPA funds and/or Stormwater Utility Capital Improvement Project funds.

ATTACHMENTS

- I. 2024-04-18 Seymour West Contract Amendment #6



PROFESSIONAL SERVICES CONTRACT AMENDMENT

TO: City of Green Bay, c/o Valerie Joosten, PE

FROM: McMahon Associates, Inc., c/o Nick Vande Hey, PE & Shawn Jandrey, PE

DATE: April 18, 2024

CONTRACT: Amendment #6 – Seymour Park-West Stormwater Facility (McM Project No. G0018-09-21-00311)

AMENDMENT SUMMARY:

Amendment	Description	Amount
#6	Additional topographic survey, curb ramp design, revise swale alignment, update civil plans, update stormwater modeling, additional City Staff review comments, and estimated future work.	\$22,920.00

(See attached scope of services – all other contract terms and conditions remain the same)

CONTRACT SUMMARY:

Description	Amount
Original Contract Amount:	\$27,000.00
Total Previous Amendments:	\$45,645.00
Amendment #6:	\$22,920.00
Revised Contract Amount:	\$95,565.00

ACCEPTANCE:

McMAHON ASSOCIATES, INC.
Neenah, Wisconsin

CITY OF GREEN BAY

By:

Nick Vande Hey, PE

Title: Vice President / Sr. Project Engineer

By: _____

Title: _____

By:

By: _____

Shawn Jandrey, PE
Title: Municipal/Water Resources Engineer
Date: April 18, 2024

Title: _____
Date: _____



PROFESSIONAL SERVICES CONTRACT AMENDMENT

AMENDMENT DESCRIPTION:

The City of Green Bay (City) requested additional topographic survey work be completed for the revised trail alignment and the new ADA curb ramp. The City requested design services for the new ADA curb ramp. The City requested that the proposed swale side slopes be changed to 4:1 (previously 3:1). The City requested that Green Bay Water's water main design be incorporated into the civil plans. The City has another round of City Staff comments that they would like incorporated into the plan set. The City would also like to include estimated future work for bidding and construction questions.

AMENDMENT SCOPE OF SERVICES:

McMahon Associates, Inc. agrees to provide the following Scope Of Services for this amendment:

- Perform a topographic survey for the revised trail alignment and the new ADA curb ramp area.
- Design the new ADA curb ramp.
- Revise the proposed swale alignment to accommodate 4:1 side slope (previously 3:1).
- Incorporate Green Bay Water's water main design into the McMahon plan set.
- Update XP-SWMM and WinSLAMM models to reflect the revised swale.
- Update the quantities and Opinion of Probable Cost (OPC) to reflect the revised swale alignment, ADA curb ramp, and water main design.
- Additional review comments from City Staff.
- Estimated future work for PS&E revisions up to construction start, bidding questions, and construction questions.

AMENDMENT COMPENSATION: (Does Not Include Permit Or Approval Fees)

McMahon Associates, Inc. agrees to provide the Scope Of Services described above for the following lump sum compensation: \$22,920.00

W:\PROJECTS\G0018\092100311\Admin\Agreement\Amendments\6\2024-04-18 Seymour West Contract Amendment #6.docx



W:\PROJECTS\G0010\092100311\Admin\Agreement\Amendments\0\W1 Civil-Stormwater Labor Hour Budget 2024



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # L.8

To approve the request by Department of Public Works Sanitation Department to bulk purchase tipper carts for stock replenishment, with an estimated expenditure of \$40,000.00.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Garbage Carts Signed By Everyone

City of Green Bay, Wisconsin
REQUEST FOR APPROVAL OF "NO SUBSTITUTE" PURCHASE SPECIFICATION

TO : Purchasing Division/Administrative Services

DATE: 02/25/21

FROM: Department/Division Department of Public Works/Operations

REQUISITION #

List "No Substitute" Item(s) here:

Toter brand garbage and recycle carts

Select One:

☐

1) One Time Purchase

Estimated Cost: \$

☐

2) Annual Commodity purchase:

Estimated annual cost: \$

☒

3) Item may be purchased again:

Indicate term:

Indefinite

Estimated Annual Cost: \$ 240,000

Example: 1 year, indefinite, etc. Long term requests will be reevaluated periodically)

We request approval of a "NO SUBSTITUTE" specification for the purchase of the subject item(s)

Check appropriate justification(s). Provide DETAILED explanation(s) below.

☒

1. Sole Source – The below signed has searched the market and verified that no comparable item is available.

☐

2. Single Source – Although comparable items are available, THIS is the only brand/model that will work.

☐

3. Item(s) is (are) only acceptable replacement part(s) known for (Identify)

☐

4. Continuity of design is overriding consideration (ex: playground equipment or street furniture)

☐

5. Safety:

☐

6. Other:

*Explanations shall contain sufficient information and justification for the items to be considered and approved as "NO SUBSTITUTE" items. Failure to do so will result in the request being denied and returned to the originator.

*Recommending Department Head will be available to defend said recommendation to the appropriate City Committee and/or Common Council.

PLEASE EXPLAIN YOUR REASONS FOR THIS REQUEST (additional info may be attached on a separate sheet):

1) Toter carts have a better lid design, the lid pins on Rehrg Pacific are falling out on a daily basis.
2) Toter flipper carts (the only spin cast molded cart on the market) are more resilient to impact and compression.
3) Toter cart contents do not snag/retain bags inside the cart as they are tipped.
4) Toter carts axle & wheel design doesn't allow the wheels to stick out past the cart body. The Rehrg Pacific Carts axle & wheel design extends past the cart body, allowing the fingers on the automated arm to snag and break the assembly.

Approvals:

Requestor:

Dustin McMullen

Date:

2/25/2021

Department Head:

Date:

2-25-21

Purchasing Manager:

Date:

3/5/2021



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # L.9

To receive and place on file the report of the award of contract PARKS I-24 (JOANNES PARK – PARKING LOT RESURFACING) to MCC, Inc. in the amount of \$263,400.70.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # L.10

To receive and place on file the report of the award of contract PAVEMENT 2-24 FINGER ROAD RECONSTRUCTION to De Groot, Inc. in the amount of \$715,876.58.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # L.I I

To receive and place on file the report of the award of contract RESURFACING I-24 (INCLUDING SEWER AND WATER) TO Peters Concrete Co. in the amount of \$3,787,062.41.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Improvement and Service Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # L.12

To receive and place on file the actions taken by the Department of Public Works.

A. Granting of Licenses

I. Sidewalk Builder

- a. Josh Bailey Concrete
- b. Sommers Construction
- c. Fischer Concrete
- d. Ramco Construction Services
- e. Green Bay Concrete LLC

2. Underground Sprinkler System

- a. New Irrigation, LLC (DBA Conserve Irrigation)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # M.2

To approve the change of agent requests at the listed licensed establishments:

- a. Daily Buzz LLC at 130 E. Walnut (Brittany Kean)
- b. The 1001 Club LLC at 1001 Main St. (Brittany Kean)
- c. Vic Theatre Green Bay LLC at 217 E Walnut St. (Brittany Kean)
- d. Apple North IV, LLC at 2420 E. Mason St. (David A. Oestreich)
- e. The Automobile Gallery, Inc. at 400 S. Adams (Nichole Garcia)
- f. The Automobile Gallery, Inc. at 419 S. Adams (Nichole Garcia)
- g. Vast Properties Group, LLC at 401 S. Washington St. (Roger Zambarda)
- h. KNK Plaza Hotel of Green Bay LLC at 1015 Lombardi (Andrea Schulz)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- 1. 130 E WALNUT COA
- 2. 1001 MAIN ST COA
- 3. 419 S WASHINGTON-AB-200
- 4. 2420 E MASON-COA
- 5. 2420 E MASON COA-AT-103 FORM
- 6. 400 S ADAMS-COA
- 7. 419 S WASHINGTON ST COA
- 8. 401 N WASHINGTON-COA
- 9. 217 E WALNUT COA



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # M.3

To approve the listed alcohol beverage renewal license applications to obtain a "Class B" Liquor and Class "B" Beer, pending the approval of the change of agents and proper authorities:

- a. The 1001 Club LLC at 1001 Main St.
- b. VIC Theatre Green Bay, LLC at 217 E. Walnut St.
- c. The Daily Buzz LLC (Reserve license) at 130 E. Walnut
- d. The Automobile Gallery, Inc. at 401 S. Adams
- e. The Automobile Gallery, Inc. at 419 S. Washington
- f. The Vast Properties Group, LLC (Reserve License) at 401 N. Washington

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. AB-200 forms
2. 401 N WASHINGTON LIQ RENEW-401 N WASHINGTON
3. 400 S ADAMS AB-200
4. 419 S WASHINGTON-AB-200



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # M.4

To approve the listed limited expansion requests (all dates after July 1 subject to the issuance of the 2024-2025 liquor license):

a. Green Bay Sportservice (1265 Lombardi)

Premises: Parking lots 5&6 on the west-northwest side of Lambeau

Date Requested: June 1, 2024

b. Martin & Trena Leonhard, Lenny's (431 N Broadway)

Premises: Parking Lot

Date(s) requested: August 5, 2024 & August 9, 2024

c. Tar Escapades (2657 University)

Premises: 2 picnic tables outside our two windows in front.

Date(s) requested for the 2023 license year: May 27, June 3, June 10, June 17, June 24

Date(s) requested for the 2024 license year: July 1, July 8, July 15, July 29, August 5, August 12, August 19, August 26, September 2.

d. Pearly Gates Bar and Grill, LLC (3551 Finger Rd)

Premises: east parking lot

Date(s) requested: July 13, 2024

e. State Street Pub, LLC (1238 State Street)

Premises: Parking lot

Date(s) requested: August 24-25, September 13-14

f. BMT, LLC (312 Cherry St)

Premises: Back Parking Lot

Date(s) requested: May 11, 2024

g. Beach Me Bar and Grill, Richard Craniums (840 S Broadway)

Premises: Parking lot

Dates Requested in the 2023 license year: May 11, May 12, May 18, May 19, May 21, May 23, May 25, May 26, May 28, May 30, June 1, June 2, June 4, June 6, June 8, June 9, June 11, June 13, June 15, June 16, June 18, June 20, June 22, June 23, June 25, June 27, June 29, June 30 (if approved, applicant would use 85 of the 90 days for 2023-2024 license year).

Dates Request in the 2024 license year: July 9, 16, 23, 30, July 11, July 18, July 25, August 1, July 6, July 7, July 13, July 14, July 20, July 21, July 27, July 28, August 3, August 4, August 9-11, August 9-11, August 16-18, August 23-25, August 30-31, September 1, September 6-8, September 13-15, September 20-22, September 27-29, October 4-6, October 11-13, October 18-20, October 25-27, November 1-3.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Limited Expansion of Outdoor Areas Fact Sheet
2. LIMITED EXPANSION REQUEST-1265 LOMBARDI 6.1
3. LIMITED EXPANSION MAP-1265 LOMBARDI
4. 431 N BROADWAY LIMITED EXPANSION REQUEST-8.5&8.19
5. 2657 UNIVERSITY LIMITED EXPANSION REQUEST
6. 2657 UNIVERSITY LIMITED EXPANSION REQUEST-ADDITIONAL INFO
7. PEARLY GATES 3551 FINGER LIMITED EXPANSION REQUEST-07.13.2024
8. STATE STREET PUB-1238 STATE 8.24.8.259.13.9.14
9. LIMITED EXPANSION-312 CHERRY ST. 5.11.2024
10. LIMITED EXPANSION-840 S BROADWAY-MULTIPLE DATES



Clerk & Treasurer's Office
100 North Jefferson Street - Room 106
Green Bay, Wisconsin 54301-5026
clerk@greenbaywi.gov
www.greenbaywi.gov

Phone 920.448.3010
Fax 920.448.3016

Limited Expansion of Outdoor Areas Fact Sheet

Approval:

The Common Council may authorize a licensed establishment a temporary expansion of their licensed premises. The premises, as described in a license application under this chapter, may include a privately owned or controlled outdoor area for use no more than three (3) consecutive days and no more than ninety (90) days in a licensing year.

Who Qualifies:

A licensee holding any Class "B" (beer), "Class B" (liquor), or "Class C" (wine) license, as defined under Section 4-3, shall submit to the Clerk a separate application for Temporary Expansion of a Licensed Premises.

To File with the Clerk:

- Submit the Temporary Expansion License Application.
- A description and photos of the outdoor area to be included in the expansion. The expanded area is subject to the requirements of Wis. Stats. Ch. 125 and this Code



The application for amendment shall be subject to review in the same manner as any other license application, including administrative review, and the restrictions provided in this chapter.

Protection & Policy Committee Meetings:

All requests are heard through the Protection & Policy and Common Council Meetings. Requests must be submitted the Tuesday prior to the meeting to be on the agenda.

2024 Protection & Policy and Common Council Dates (subject to cancellation):

Protection & Policy Meeting Date	Council Meeting Date (Final Action Taken)	Deadline to File to be on the agenda
April 29, 2024	May 7, 2024	Tuesday, April 23, 2024
May 13, 2024	May 21, 2024	Tuesday, May 7, 2024
June 3, 2024	June 11, 2024	Wednesday, May 22, 2024
June 17, 2024	June 25, 2024	Tuesday, June 11, 2024
July 22, 2024	July 30, 2024	Tuesday, July 16, 2024
August 19, 2024	August 27, 2024	Tuesday, August 13, 2024
September 9, 2024	September 17, 2024	Tuesday, September 3, 2024
September 23, 2024	October 1, 2024	Tuesday, September 17, 2024
October 7, 2024	October 15, 2024	Tuesday, October 1, 2024
October 28, 2024	November 12, 2024	Tuesday, October 22, 2024
November 18, 2024	December 3, 2024	Tuesday, November 12, 2024
December 9, 2024	December 17, 2024	Tuesday, December 3, 2024

Once the Request is Filed with the Clerk:

Once an extension is filed with the online form or via US Mail or email, the Clerk will notify you to attend a Protection & Policy Committee Meeting. If you do not receive an e-mail with 5 days of submitting, please contact the Clerk's Office at (920) 448-3010. The Protection & Policy Committee makes a recommendation to grant/deny the request. Final action will be taken by Council. If approved, a license for the event dates will be mailed to the mailing address on file.

Other Factors:

Fencing. Outdoor areas shall be delineated by temporary fencing or similar barrier capable of limiting ingress and egress to licensed areas, unless additional egress is needed for a public safety purpose.

Noise. No musical instruments, radios, juke boxes, or other means of electric sound amplification may be used or operated in a licensed outdoor area after 10:00 p.m., unless a permit has been granted by the Chief of Police pursuant to Section 24-146(e) of this Code or Section 39.01 of the Brown County Code of Ordinances.

Unlicensed outdoor area. An unlicensed outdoor area adjacent to and used in conjunction with the licensed premises shall not be used for the purpose of serving or consuming alcohol beverages.

Licensee responsibility. Any licensed outdoor area is subject to all regulations of this chapter and Wis. Stats. Ch. 125.

Maintaining order. The licensee shall maintain peace and order over any outdoor area adjacent to and used in conjunction with a licensed premises whether said outdoor area is licensed. Violation of this section may result in the Police Department exercising its authority under this section to order any outdoor premises or the entire licensed area closed in the public interest.

An establishment holding an alcohol beverage licensee may apply for a temporary expansion of a licensed premises to a public area, by submitting an application to the Clerk. Expansion is limited to property owned or controlled by the licensee. A licensee may be authorized by a special event permit to utilize a street or park property, but may not sell alcohol in the public area. The temporary expansion of a licensed premise for a one-day or otherwise limited-day event shall be approved by the Protection and Policy Committee.



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # M.5

To grant a renewal application by Green Bay Blue Ribbons Baseball Club, Inc. at 1450 E. Walnut for the 6-month Class "B" Beer license.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 1450 E Walnut Liq



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # M.6

To grant a 2023-2024 original application for a "Class B" Liquor and Class "B Beer license for Dexicenia Cerda Ramirez at 1610 Cass St. with a license premises "bar, liquor room, basement (Currently licensed as Michael D. Matz).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. SIGNED_CLASS_B_STIPULATION_FORM.MERRILLJ.372 1610 CASS ST.
2. LIQUOR LICENSE APPLICATION ORG 1610 CASS ST.



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # M.7

To approve a massage establishment license at 1740 E. Mason St.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2024-02-16 1740 E Mason No. 3



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # M.8

To approve on a massage establishment license at 810 S. Maple St.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2024-02-09 810 S Maple



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # M.9

To approve a massage establishment license application at 503 S Military.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2024-02-08 503 S Military
2. 503 S Military Floor Plan (002)



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # M.10

To approve a massage establishment license application at 450 N Military Ave.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2024-02-16 450 N Military



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # M.I I

To hold until the May 13 Protection & Policy meeting an appeal by Jennifer Mondragon-Murcia regarding the denial of her operator's license.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. APPEAL STATEMENT
2. OPERATOR LICENSE APPLICATION
3. notice to attend



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # M.12

To refer to staff a communication by Ald. Johnson, District 9, for consideration and possible action to address and/or amend a limited number of liquor law provisions to accommodate the NFL draft in 2025 for a 9-day period (Also submitted, by former alderperson Scannell, D7).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2025 NFL Draft - Brown County Tavern League - revised draft
2. [greenbaywi.gov_Admin_FormCenter_Submissions_Print_68518](https://greenbaywi.gov/Admin/FormCenter/Submissions/Print_68518)
3. D7-COMMUNICATION

Alders' Petitions and Communications - Submission #68518

Date Submitted: 3/25/2024

Name*

Brian Johnson



Select your name from the list.

Committee Name*

Protection and Policy Committee



Select the committee, board, or commission that your communication or petition is for.

Text of Communication*

For consideration and possible action to address and/or amend a limited number of liquor law provisions to accommodate the NFL draft in 2025 for a 9-day period:

1 – Allow licensed establishments to close at 4:00am throughout the 9-day period.

This is state legislation; we are just notifying the municipality of an objective we look to achieve. This will allow the crowd to disperse in a safe manner from the Stadium District to other areas of the city & county throughout the evening, versus everyone attempting to leave at 2:00am. Transportation, timing, and safety are extremely important. This is similar timing for the RNC in Milwaukee for the summer of 2024 (precedence).

2 – Allow patrons to purchase & consume alcoholic beverages (to include Malt, Wine, and Liquor) throughout the city & county, through streets and sidewalks set up for customer use.

Very similar to what occurs each Packer Game Day, extended to all areas for the 9-day time period, ensuring all Draft fans 21+ have similar benefits.

Most NFL Draft festivities will be held outside, which is where fans will be. Similar to other very large scale sporting events that Wisconsin held over the past decade (Bucks NBA Finals, Ryder Cup, US Open, PGA Championship, etc.), fans coming from all over will appreciate the ease of getting an adult beverage positioned in convenient locations, instead of forcing extremely long lines within a licensed facilities border.

3 – Allow licensed facilities to use their corresponding outdoor space (i.e. parking lots) for alcohol sales and consumption. By allowing all licensed facilities to maximize their space it will provide a better coordinated effort to show tourists that Green Bay is deserving of comparable future opportunities.

4 – Have a coordinated effort with the Special Events Committee to ease restrictions for street closures for customer draft parties and move swiftly to approve all applications.

Patrons of the Draft will come from all over the world. Many larger cities have held this event the past few years (Vegas, Nashville, KC) and this effort will show the attendees how much fun is possible not only in the Stadium District, but all of Green Bay and Brown County.

5 – Access city funds for assistance in marketing these plans to all attendees.

This includes signage in all Stadium District areas along with Social Media. Specifically, targeting ads and updates to all NFL Draft attendees arriving to the city (geo targeting). These objectives will include any and all updates that we work to push out to ensure a safe and fun time is had by everyone.

The best way to imagine the scope of this incredible crowd coming to Green Bay is to envision tripling a noon Sunday Packers – Bears game attendance for five straight days! A coordinated effort will need to be put in place to update a wide and far reaching group of tourists every day.

We would also like to explore city, county, and state grant options for both marketing and transportation.

Print

Alders' Petitions and Communications - Submission #68383

Date Submitted: 3/21/2024

Name*

Randy Scannell

▼

Select your name from the list.

Committee Name*

Protection and Policy Committee

▼

Select the committee, board, or commission that your communication or petition is for.

Text of Communication*

To discuss with possible action comparing the liquor ordinances of municipalities in the greater Green Bay area in order to create more uniform ordinances and enforcement between them.



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # M.13

To approve General Ordinance 11-24, relating to the destruction of birds and squirrels.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Draft G.O. 11-24 Relating to Destruction of Birds and Squirrels

GENERAL ORDINANCE NO. 11-24

AN ORDINANCE
AMENDING SECTION 26-11,
GREEN BAY MUNICIPAL CODE,
RELATING TO DESTRUCTION OF BIRDS AND SQUIRRELS

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1.

Section 26-11, Green Bay Municipal Code, is hereby amended to read:

*26-11 **Protection** ~~Destruction~~ of birds ~~and squirrels~~.* No person shall injure or destroy any kind of bird or rob or destroy any bird's nest within the City. No person shall throw stones at or shoot or use any implement with the intention of killing or injuring any bird ~~or squirrel~~ within the City **unless authorized by state law.**

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2024.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

law

05/07/2024



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # M.14

To approve General Ordinance No. 12-24, an ordinance amending Chapters 4 and 28, Green Bay Municipal Code, relating to alcohol beverages.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Draft Ord Chapter 4 4.26.2024

GENERAL ORDINANCE NO. 12-24

**AN ORDINANCE
AMENDING CHAPTERS 4 AND 28,
GREEN BAY MUNICIPAL CODE,
RELATING TO ALCOHOL BEVERAGES**

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 4, Green Bay Municipal Code, is hereby amended to read:

Sec. 4-1. Definitions.

Except as provided in this section, the terms and phrases in this chapter shall have the meanings given in Wis. Stats. § 125.02, as amended from time to time. The following terms and phrases shall have the following meanings:

Granted license means a license approved for issuance by the Common Council.

Inoperative license means a license that has been issued to the licensee but under which the licensed activity is not occurring on the licensed premises.

License means a written authorization for the sale of alcohol issued by the Clerk.

Licensed patio means an area immediately adjacent to a licensed premises, not including any part of a public right-of-way, which is licensed for the sale and consumption of alcohol beverages.

Outdoor area means a licensed patio, or any other outdoor area used in conjunction with a licensed premises.

Picnic license has the meaning ascribed to Temporary Class “B” licenses in Wis. Stats. § 125.26(6).

Sec. 4-2. Wisconsin Statutes Chapter 125 incorporated by reference.

Wis. Stats. Ch. 125 is hereby adopted and incorporated by reference in this chapter as if fully set forth herein. Future amendments, revisions, or modifications of Wis. Stats. Ch. 125 are also adopted prospectively, incorporated herein, and intended to become a part of this chapter. Any provisions of this chapter not contained in Wis. Stats. Ch. 125 and not in conflict therewith are intended as additional regulations for the sale of alcohol beverages in the City.

Sec. 4-3. License classes.

The Council is hereby authorized to grant the following licenses:

- (1) *Class “A” (beer) license*. Authorizes the retail sale of fermented malt beverages, in original packages, containers, and bottles, for consumption off the premises where sold.
- (2) *“Class A” (liquor) license*. Authorizes the retail sale of intoxicating liquor, in original packages and containers, for consumption off the premises where sold.

- (3) *“Class A” (cider only) license.* Authorizes the retail sale of cider, an alcohol beverage made from the fermentation of the juice of apples or pears and that contains not less than 0.5% alcohol by volume and not more than 7% alcohol by volume, for the consumption off the premises.
- (4) *Class “B” (beer) license.* Authorizes the retail sale of fermented malt beverages to be consumed either on or off the premises where sold.
- (5) *“Class B” (liquor) license.* Authorizes the retail sale of intoxicating liquor, by the glass and not in the original package or container, for consumption on the premises where sold or for consumption off the premises if the licensee seals the container of intoxicating liquor with a tamper-evident seal before it is removed from the premises. Also authorizes the sale of wine or intoxicating liquor, in the original package or container and in any quantity, to be consumed off the premises where sold.
 - a. **The City of Green Bay has 172 available “Class B” liquor licenses.**
 - b. **The City of Green Bay has reserve “Class B” liquor licenses. The Clerk shall review the population after each census to determine if the City is eligible for additional reserve licenses.**
- (6) *“Class B” combination license.* License that is issued to a premise that applies for both a Class “B” (beer) and a “Class B” (liquor) license.
- (7) **Reserved. Wineries.** ~~A “Class B” license issued to a winery authorizes the sale of wine to be consumed by the glass or in opened containers on the premises where sold or off the premises if the licensee seals the container of wine with a tamper-evident seal before the wine is removed from the premises. It also authorizes the sale of wine in the original package or container to be consumed off the premises where sold but does not authorize the sale of fermented malt beverages or any intoxicating liquor other than wine. “Class B” licenses issued to wineries do not count towards the “Class B” quota.~~
- (8) *“Class C” (wine) license.* Authorizes the retail sale of wine by the glass or in an opened original container for consumption on the premises where sold.
- (9) ~~*Picnie license*~~ **Temporary Alcohol Beverage License.** A license **for a temporary Class “B” Beer event or temporary “Class B” wine event may be** issued for a period not to exceed four (4) consecutive days to bona fide clubs, county or local fair associations, or agricultural societies, churches, lodges, or societies that have been in existence for not less than six (6) months prior to the date of the application, or to veteran organizations or posts, authorizing them to sell fermented malt beverages and wine containing not more than six (6) percent alcohol by volume at a particular picnic, gathering, or meeting, or during a fair conducted by a fair association or an agricultural society. All applications ~~for a picnie license~~ shall be filed with the Clerk at least **fifteen (15)** ~~five (5)~~ days prior to the event. An application ~~for a Picnie License~~ may be submitted as early as November 1 of the prior year. **The Clerk may issue Temporary Alcohol Beverage Licenses consistent with this chapter.**
- (10) *Wine Walk.* **A wine walk is a single-day event which customers are served a glass of beer or wine at multiple locations during shopping visit. A municipality may issue Temporary “Class B” (wine only) licenses for a total of up to two wine walks during a 12-month period from February to February.** The Clerk will accept applications

for special event wine walks for the upcoming year December 1 through December 15. If more than two applications are received, the Protection and Policy Committee shall recommend two permits for approval by the Common Council. **If less than two applications are received by the deadline, a qualifying organization may apply after December 15, on a first-come, first-served basis and, if eligible, be issued a wine walk license. If two applications that can be granted are not approved, a qualifying organization may apply after Council's decision, on a first-come, first-served basis.**

Sec. 4-4. License applications.

(a) *Generally.* An application for a license must comply with the following requirements.

- (1) *Deadline.* Consistent with Wis. Stats. § 125.04(3)(f), all applications for licenses to sell alcohol beverages shall be filed with the Clerk at least fifteen (15) days prior to the granting of the license.
- (2) *Receipt.* All licenses **applications** are received **in-person or by mail** on a first come basis, subject to completeness. Complete applications will be issued a date and time received.
- (3) *Time limitation.* An application shall not be valid after the license year for which it is filed.
- (4) *Complete Application.* An application for a license must contain the following **documents with signatures** and publication fee. Applications lacking any of the required documents or received without payment shall not be accepted by the Clerk.
 - a. Applications shall be made upon forms provided by the Clerk, which shall be completed in their entirety.
 - b. ~~Original Alcohol Beverage retail License Application. (AT-106~~ **AB-200**)
 - c. ~~Liquor auxiliary questionnaire~~ **Alcohol Beverage Individual Questionnaire (AB-100)**. Each person listed by each applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company.
 - d. ~~Appointment of agent for corporations and not-for-profit organization~~ **Alcohol Beverage Appointment of Agent (AB-101)**.
 - e. **A valid form of identification issued by a governmental agency containing a photograph of the person** for each person required to fill out an ~~auxiliary~~ questionnaire.
 - f. *Property interest.* Applications shall be accompanied by proof of one of the following:
 1. Ownership of the premises to be licensed.
 2. A valid option to purchase the premises to be licensed.
 3. A valid lease for the premises to be licensed for the term of the license.
 4. A valid option to lease the premises to be licensed for the term of the license.
 - g. For individuals, partners, or agents, a copy of the Responsible Beverage Server course certification issued in the past two years or a copy of a current operator's license issued in the last two years, or proof of agency for another establishment.

- h. Surrender form from present license holder (if applicable).
 - i. Wisconsin Seller's Permit issued by the Wisconsin Department of Revenue. The legal entity on the Seller's Permit must match the legal entity on the Original Alcohol Beverage Retail License Application.
 - j. Floor plan for the facility. Hand drawn diagrams are acceptable.
 - k. Picture of outdoor premise (if applicable).
 - l. **Business Security Plan.**
 - m. *Payment.* A publication fee as provided in the fee schedule must be submitted with the application and required documents to be deemed complete.
- (b) *Transfer applications.* All applications for transfer of licenses from place to place and person to person are subject to inspections by the City, and the qualifications, review proceedings, and time constraints provided in this chapter and the Wisconsin Statutes.

(1) Applications to transfer a license from place to place require:

a. Proof of control over premises

b. Business security plan.

(2) Applications to transfer a license from person to person must be accompanied by written consent of the person from whom the license is to be transferred on a form provided by or acceptable to the Clerk, and

- a. Proof of the new applicant has control over the premises.**
- b. Completed AB-100 form.**
- c. Completed AB-102 form.**
- d. A valid form of identification issued by a governmental agency containing a photograph of the person.**
- e. Business security plan.**
- f. A copy of the responsible beverage server course certification issued in the past two years or a copy of a current operator's license issued in the last two years, or proof of agency for another establishment.**

- (c) *Renewal applications.* All applications for renewal of licenses are subject to the qualifications, review proceedings, and time constraints provided in this chapter and the Wisconsin Statutes.

- (1) *Renewal Application deadline.* Applications may be sent after March 1st and are due on or before April 15 of each year. **If April 15 falls on a non-business day, the deadline will be extended to the next business day.** The Common Council shall grant, ~~issue,~~ or deny each timely-filed application no later than June 15 for the ensuing license year. If a renewal application is received after April 15, notice of Council's intent to grant, ~~issue,~~ or deny the renewal application, as well as notice of any accompanying hearing, may not be available before the license expires on June 30.

(2) *Late application fee.* Renewal applications received after the April 15 deadline shall be subject to a late filing fee as provided in the City Fee Schedule. Said late fee is imposed to recover the cost of processing the late application. Applications filed after May 15 will not be processed until after July 1.

4-5. Provisional License.

(a) *Issuance.* To allow applicants an opportunity to conduct business before a regular license may be granted but after all other requirements for licensing have been met, the City has identified limited circumstances under which a provisional license may be granted. The Clerk shall only issue a provisional retail license to an applicant who has submitted a regular Class “A,” Class “B,” “Class A,” “Class B,” or “Class C” retail license application for the same type of activity, to permit the applicant to engage in the activity while approval of the regular license application is pending and in accordance with the requirements herein. The Clerk shall have three business days to grant or deny a provisional license.

(1) *Qualification for provisional license.* In accordance with Wis. Stats. § 125.185, a provisional license is available to an applicant who has met all the following criteria:

- a. The applicant has applied for a regular license;
- b. The applicant has submitted an application for a provisional license which authorizes only the type of activity allowed by the type of regular license applied for;
- c. The applicant meets all licensing requirements set forth in this section; and
- d. One of the following conditions exists:
 1. The Protection and Policy Committee has approved the applicant’s regular license application, but final approval of that application by the Common Council remains pending.
 2. The applicant has applied for a new regular license, following the sale or transfer of an existing business that held a City-issued regular license of the same type, and the provisional license is necessary to maintain the continuity of said business while approval of the new application is pending. The applicant must provide the Clerk with proof of control and/or occupancy of the premises to which the provisional license will be issued before the Clerk will issue the provisional license.
 3. The applicant held a City-issued regular license of the same type during the expiring licensing year and did not timely submit a renewal application because of excusable neglect on the part of the applicant.
 4. An administrative error caused by the City resulted in a delay in the application.

(2) *Provisional License Applications.* A provisional license is available to an applicant for the same type of regular license if all the following conditions are met:

- a. The applicant has filed a complete regular license application form, as otherwise described in this section, for the same type of activity for which the provisional license is sought.
- b. The applicant has paid the fees associated with the type of regular license applied for, as well as the provisional license fee, as provided in the City Fee Schedule.
- c. The applicant qualifies for the type of regular license applied for, in accordance with Wis. Stats. § 125.04.
- d. The applicant has not held another provisional license of the type applied for within the current license year.
- e. The applicant has obtained all necessary approvals for the regular license from the Green Bay Police Department.
- f. The applicant has obtained all necessary approvals for the regular license from the Inspections Division of the Department of Community and Economic Development, as required by Section 4-7(c)2.
- g. For “Class B” license applications, the City’s quota under Wis. Stats. § 125.51(4) does not prohibit the City from issuing a “Class B” license.
 - 1. In accordance with Wis. Stats. § 125.185(5), provisional licenses are not available for reserve licenses.
 - 2. Issuance of “Class B” regular licenses will not exceed the number of available licenses under the City’s quota. In the event more regular license applications are received than there are licenses available under the City’s quota, no provisional licenses will be issued for any such applications.
- (b) *Expiration.* The provisional license expires sixty (60) days after it is issued, or upon approval or denial of the applicant’s regular license application, whichever occurs sooner. The provisional license may not be renewed.
- (c) *Revocation.* The Clerk may revoke the provisional license at any time if they discover that the provisional license holder made a false statement on the application.

4-6. Premise expansion on City property

- (a) *Approval.* The Common Council may authorize an establishment holding an alcohol beverage license to expand the licensed premise to include a sidewalk cafe approved for use by the Department of Public Works **or on City Deck as approved for use by The Department of Parks, Recreation, and Forestry.**
 - (1) *Expanded Premise.* The expanded premise is limited to property immediately adjacent and contiguous to the licensed establishment.
 - (2) *Application.* A licensee holding any Class “B” (beer), “Class B” (liquor), or “Class C” (wine) license, as defined under Section 4-3, shall submit to the Clerk a separate application for Expansion of Licensed Premises on City property. The application shall include all the following:

- a. A description and map of the area to be included in the expansion. The expanded area is subject to the requirements of Wis. Stats. Ch. 125 and this Code. Hand-drawn maps are acceptable.
 - b. Proof that the licensee has the right to occupy the City right-of-way. The licensee must obtain a revocable occupancy permit by applying through the Department of Public Works in accordance with Section 34-11 or the Department of Parks, Recreation, **and Forestry in accordance with Section 28-4 (m).**
 - c. A security plan indicating how the area will be monitored and secured to delineate area boundaries.
- (3) *Possession of intoxicants on expanded premises owned by the City.* Individuals may consume intoxicating liquor or fermented malt beverages on any premises authorized under this section subject to the following:
- a. Alcohol beverages shall only be served to patrons of the establishment. No carry in or carry out of alcohol beverages by any patron to or from the licensed shall be permitted, except as authorized by statute.
 - b. Each licensee serving alcohol beverages shall be responsible for monitoring the area to ensure that customers are of legal drinking age and that alcohol beverages are not impermissibly removed from the premises.
 - c. The sale of alcohol beverages shall be limited to the hours of 8:00 a.m. to 11:00 p.m. All alcohol shall be removed from the expanded premises no later than 11:30 p.m.
- (b) *Special Events.* An establishment holding an alcohol beverage licensee may apply for a temporary expansion of a licensed premises to a public area, by submitting an application to the Clerk. Expansion is limited to property owned or controlled by the licensee. A licensee may be authorized by a special event permit to utilize a street or park property, but may not sell alcohol in the public area. The temporary expansion of a licensed premise for a one-day or otherwise limited day event shall be approved by the Protection and Policy Committee.

Sec. 4-7. Licensing procedures.

- (a) *Common Council approval.* Applications complying with the provisions of this chapter and the Wisconsin Statutes shall be forwarded to the Common Council for action in the order in which they are filed, upon availability of a license type. The Common Council shall review the application, the applicant's qualifications, and all other relevant factors and determine whether to grant the license application under the provisions of this chapter and the laws of the State of Wisconsin.
- (b) *Conditional approval.* The Common Council may place additional conditions upon a license consistent with the provisions of this chapter and the laws of the State of Wisconsin. Violation of any such condition shall be considered a violation of this section and grounds for suspension or revocation of the license.
- (c) *Administrative approval.*

- (1) Prior to Common Council approval, the Chief of the Green Bay Police Department shall certify that the applicant has successfully completed a background check, completed business security plan and signed a stipulation agreement
- (2) Prior to Issuance, the Chief Building Official shall certify that the premises complies with all applicable laws and regulations, including any applicable building code requirements. No license shall be granted for a premises not in compliance with such laws and regulations.
- (d) *Licensing fee.* Upon approval by the Common Council and Administrative Approval, the Clerk shall request a licensing fee pursuant to the Fee Schedule. The licensing fee must be paid prior to issuance of the license. The licensing fee is nonrefundable.
- (e) *Form and expiration of license.* All licenses shall be numbered in the order in which the application was accepted. The date of issuance, the fee paid, and the name of the licensee shall appear on said license. All retail licenses shall expire on June 30 following issuance, unless a license is issued as a 6 Month License, or unless sooner revoked. The Clerk shall affix a signature and seal to each license.
- (f) *License amendment.* A licensee may request change to the licensed premises by submitting a change of premises application to the Clerk. Changes to a licensed premises shall be approved by the Community and Economic Development Department – Inspections. Change of premises applications approved or denied by the Protection and Policy Committee.
- (g) Available Liquor Licenses. The clerk shall publicly notice any available licenses being returned to the pool as an informational item at a Common Council meeting prior to accepting applications.**

Sec. 4-8. Inoperative licenses.

Any license that has not been in continuous use in a manner indicating an ongoing business **or has been granted but not issued**, for a period more than sixty (60) days shall be subject to revocation or nonrenewal, unless otherwise authorized by the Common Council.

Sec. 4-9. Revocations, suspensions, and nonrenewals.

- (a) *Intent; due process.* It is the intent of the Common Council that no license granted under this chapter be revoked, suspended, or nonrenewed without first affording the license holder the due process described herein, including an opportunity for a public evidentiary hearing.
- (b) *Grounds.* Licenses may be the subject of revocation, suspension, or nonrenewal proceedings as described in this section for any violation of Wis. Stats. Ch. 125 or of this Code including, but not limited to, the following:
 - (1) The running of a disorderly house as proscribed by Wis. Stats. § 125.12.
 - (2) Activity by any licensee or operator that directly interferes with police officers or otherwise violates the law in a manner substantially related to the operation of the licensed facility.
 - (3) Any violation of any health provision of this Code dealing with public health, welfare, and safety.

- (4) Any violation of the building, electrical, or plumbing provisions of this Code or a conditional approval plan letter issued by the Chief Building Official affecting the public health, welfare, and safety.
- (5) Any liquor-related violation involving juveniles as proscribed by Wis. Stats. Ch. 125, including, but not limited to, Wis. Stats. § 125.07.
- (6) Any violation of general statutory restrictions pertaining to licensed premises and operations as proscribed by Wis. Stats. Ch. 125 and this chapter.
- (7) Any failure to maintain the qualifications required of all license holders as detailed by Wis. Stats. § 125.04 and as modified by the conditions of this Code or as a condition of granting or renewing a license.
- (8) Any violation of any restriction, stipulation, or agreement entered with the City or signed in consideration of a license issued under this chapter or Wis. Stats. Ch. 125.
- (9) A lack of continuous use of the license in a manner indicating an ongoing business for a period exceeding sixty (60) days, in accordance with section 4-8.
- (10) The licensee no longer has legal ownership or control of the property included in the premises description. If a portion of the property remains under the licensee's ownership or control and not other reasons for revocation exist, the licensee may modify its licensed premises and continue to operate.

(c) *Correction Meeting.*

- (1) *Notice.* Whenever the Chief of Police determines that, on two (2) or more occasions within a twelve-month period, a licensee has violated any provision of this chapter or Wis. Stats. Ch. 125 in a manner resulting in enforcement action, the Chief may notify the licensee in writing. The notice shall contain the street address of or other description sufficient to identify the licensed premises, a description of the violations and enforcement actions that have occurred at the premises, and notice of the time and place at which the licensee is scheduled to meet with the Chief and the City Attorney as described in this section.
- (2) Any licensee receiving notice pursuant to subsection (1) shall meet with the Chief of Police or designee and the City Attorney or designee at the date and time prescribed in the notice. The parties shall review the problems occurring at the licensed premises. Within ten (10) days of this meeting, the licensee shall submit to the Chief and City Attorney an abatement plan to end the alcohol beverage-related violations and enforcement actions on the premises. The plan shall also specify the name, address, and telephone number of a person living within sixty (60) miles of the property who can be contacted in the event of further police, fire, or inspection contact. Additionally, the plan shall include a signed statement from the licensee indicating their understanding that if they fail to comply with the abatement plan or to take the actions discussed at the meeting, the City may move forward with efforts to revoke, suspend, or not renew their license. An abatement plan shall remain active for one (1) year.

(d) *License revocation procedure.*

- (1) *Complaint.*

- a. Any resident of the City may file a sworn written complaint with the Clerk alleging one or more of the grounds listed in Wis. Stats. § 125.12(2)(ag) about any licensee holding a license under this chapter.
- b. The City Attorney may commence revocation or suspension proceedings against a licensee by filing a formal complaint with the Clerk stating the specific violations comprising the grounds for the revocation or suspension. The City Attorney may initiate revocation or suspension proceedings against a licensee if:
 1. The licensee has been the subject of a correction meeting; and
 2. The licensee commits one or more subsequent violations of this chapter, Wisconsin's criminal code, or Wis. Stats. Ch. 125 which results in enforcement action.
- (2) *Summons.* Upon the filing of a complaint under this subsection, the Common Council shall issue a summons signed by the Clerk commanding the licensee complained of to appear before the Common Council on a day and at a place named in such summons, not less than three (7) nor more than ten (14) days from its date, and show cause why the license should not be revoked. Such summons shall be served with a copy of the complaint in accordance with Wis. Stats. Ch. 801 at least three (3) days before the time at which the licensee is commanded to appear.
- (3) *Evidentiary hearing.* The Common Council shall conduct a hearing on a complaint filed under this section. Said hearing shall be governed by the provisions of Wis. Stats. § 125.12. The licensee may be represented by counsel, present and examine witnesses, and have prepared, at the licensee's expense, a transcript of the hearing.
- (e) *Council action.* At the conclusion of the evidentiary hearing, which may be held in open or closed session depending on the nature of the evidence to be produced, the Common Council, following deliberation in open or closed session, shall make one of the following determinations. The Clerk shall give notice of Council's action to the licensee.
 - (1) No action shall be taken due to insufficiency of the evidence.
 - (2) No action shall be taken at present because an accommodation on the part of the licensee has been reached.
 - (3) A suspension of not less than ten (10) nor more than ninety (90) days shall be imposed.
 - (4) The license shall be revoked.
 - (5) The complaint shall be tabled pending disposition of pending criminal or Municipal Court proceedings, at **after** which time the matter ~~will~~ **shall** be considered and a recommendation made.
- (f) *Nonrenewal.* A license may be nonrenewed for any of the grounds identified in this section. Each year, the Clerk shall identify any license for nonrenewal and provide that recommendation to the Common Council for determination on renewal or intent to nonrenewal the license. If the Common Council determines it will not renew, a Notice shall be sent to the licensee stating the grounds for nonrenewal and the right to a hearing. The Notice shall include the specific reasons for the nonrenewal and include any supporting records. The licensee shall have ten (10) days to request, in writing, an evidentiary hearing

on the nonrenewal of their license. This hearing shall be held before the Common Council pursuant to Wis. Stats. § 125.12(2)(b). The licensee may be represented by counsel, present and examine witnesses, and have prepared, at the licensee's expense, a transcript of the hearing. The Clerk shall issue the licensee a Final Decision document stating the decision of the Common Council to grant the renewal or nonrenew the license within 5 days of the hearing.

- (g) *Appeal.* Appeal from the decision of the Common Council shall be to the Brown County Circuit Court within 30 days of the receipt of Final Decision.
- (h) Return of licenses. Licensed revoked or nonrenewed shall be returned to by the pool of available licenses by the Clerk after 30 days following a Notice of Final Decision.

Sec. 4-10. License restrictions.

- (a) *Statutory requirements.* Any license granted pursuant to this chapter to sell intoxicating liquor or fermented malt beverages shall be subject to the regulations, conditions, and restrictions imposed by Wis. Stats. Ch. 125. In addition, the City of Green Bay, pursuant to the authority of Wis. Stats. § 125.10, specifically adopts certain other restrictions and requirements by this section.
- (b) *Moratoria.* The Common Council may by resolution or ordinance establish an alcohol license moratorium in a specific geographical area.
- (c) *Restrictions on location.* ~~No liquor license shall be issued for a premises when any portion of the structure housing the premises would be fewer than 300 feet from the entrance to a structure housing any established public school, parochial school, hospital, or church. Said restriction may be waived by a two-thirds vote of the Common Council. This subsection shall not apply to:~~
 - ~~(1) Any premises for which a license under this chapter was issued on or before March 25, 2000, and which license has been continuously retained to date;~~
 - ~~(2) Any premises for which a license under this chapter was issued prior to the occupation within 300 feet thereof of any school, hospital, or church building, and which license has been continuously retained to date;~~
 - ~~(3) Any picnic license; or~~
 - ~~(4) Any premises operated as both a restaurant and an establishment for which a Class "B" (beer) or "Class B" (liquor) license has been issued, where the principal business conducted is that of a restaurant.~~ **The City of Green Bay shall follow Chapter 125 in accordance with issuing a "Class A" or "Class B" less than 300 feet from the main entrance of a public or parochial school, tribal school, as defined in Wis. Stats. § 115.002 (15m), hospital, or church.**
- (d) *Closing hours.* For the purposes of this section, the term "open" shall mean allowing any person other than the licensee or an employee actively performing job-related duties to enter, loiter, or remain in or on the licensed premises.
 - (1) A premises for which a "Class A" (liquor) license has been issued may remain open for the conduct of its regular business but may not sell intoxicating liquor between the hours of 9:00 p.m. and 6:00 a.m.

- (2) A premises for which a Class “A” (beer) license has been issued may remain open for the conduct of its regular business but may not sell fermented malt beverages between 12:00 midnight and 6:00 a.m.
 - (3) No premises for which a Class “B” (beer), “Class B” (liquor), or “Class C” (wine) license has been issued may remain open between the hours of 2:00 a.m. and 6:00 a.m., except as otherwise provided in this section. On Saturday and Sunday, no premises may remain open between 2:30 a.m. and 6:00 a.m. On the Sunday that daylight saving time begins, as specified in Wis. Stats. § 175.095(2), no premises may remain open between 3:30 a.m. and 6:00 a.m.
 - (4) On January 1, premises for which a Class “B” (beer), “Class B” (liquor), or “Class C” (Wine) license has been issued are not required to close.
 - (5) No licensee or person in charge of a premises for which a Class “B” (beer) or “Class B” (liquor) license has been issued may sell alcohol beverages in their original unopened packages, containers, or bottles for consumption away from the premises between the hours of 12:00 midnight and 6:00 a.m.
 - (6) No establishment for which a “Class C” (liquor) license has been issued shall sell wine in an original bottle or container for consumption either on or off the premises where sold between the hours of 12:00 midnight and 6:00 a.m.
 - (7) Bowling centers, golf courses, movie theatres, painting studios, indoor golf and baseball facilities, racetrack grounds, indoor horseshoe-pitching facilities, curling clubs, golf clubs, and golf clubhouses may remain open for the conduct of their regular business pursuant to the hours of operation specified by its license type. An establishment remaining open for the purpose of its regular business must, always allow for open public access to the licensed establishment after such closing hours. When a question arises as to whether an establishment is open for a purpose other than selling alcohol beverages, the burden shall be on the licensee to demonstrate such other purpose.
 - (8) No person shall loiter in a licensed establishment after closing hours.
- (e) *Disorderly house.*
- (1) *Duty to maintain order.* A licensee under this section shall have a duty to maintain order and peace in and around the licensed premises. This duty shall extend to and include any parking lot or facility adjacent to and servicing the licensed premises.
 - (2) *Police power to close licensed premises.*
 - a. *Police Department.* The Police Department may order any disorderly house closed until 8:00 a.m. the following day when, in the reasonable view of the Department, the licensee or person in charge failed to maintain peace and order, or the Department otherwise believes that the public peace and safety is served by such closing by reason of threat to the bodily security, property, or peaceful repose of any member of the public.
 - b. *Department of Community and Economic Development, Inspection Division.* The Inspection Division of the Department of Community and Economic Development may order the temporary suspension of a license under this chapter where an imminent health hazard exists on the licensed premises pending a hearing pursuant

to Section 10-24. Such closing may act as grounds for suspension or revocation of a liquor license privilege under this chapter.

- c. *Brown County Health Department.* The Brown County Health Department may order a licensed establishment to temporarily close due to code violations until such time that those violations are remedied (Brown County Ordinance Ch. 37 Public Health and Wis. Stat. § 33.124).
- (3) *Open containers.* For the purposes of this section, “open container” refers to an alcohol beverage which is no longer sealed in its original container nor sealed by the licensee with a tamper-evident seal, and which is removed from the licensed premises for purposes of off-premises consumption.
- a. *Prohibited.* A licensee or person in charge shall not allow the sale, service, consumption, or carry out of alcohol beverages in open containers outside of the licensed premises. This section is not intended to prohibit the sale of alcohol beverages for off-premises consumption in containers with a tamper-evident seal as allowed by state law.
 - b. *Exemption.* This subsection shall not apply to the carry out of fermented malt beverages in open containers from a licensed premises to a special event premises licensed to fermented malt alcohol beverages if all the following apply:
 - 1. The fermented malt beverage is carried from the licensed premises to the adjoining special event premises.
 - 2. The fermented malt beverage is carried off the licensed premises in a container that does not contain glass.
 - c. Notwithstanding the exemption, no open container may be carried from a special event premises to any licensed premises or from one licensed premises to another licensed premises.
- (f) *Outdoor areas.*
- (1) *New applications.* The premises, as described in a license application under this chapter, may include a privately owned or controlled outdoor area for use no more than three (3) consecutive days and no more than ninety (90) days in a licensing year. The inclusion of the outdoor area in the licensed premises description shall be subject to review in the same manner as any other license application and the restrictions provided in this chapter.
 - (2) *Amendment; applications.* A licensee may apply to amend its licensed premises to include an outdoor area. Photographs of the outdoor area are required to be submitted with the application. The application for amendment shall be subject to review in the same manner as any other license application, including administrative review, and the restrictions provided in this chapter.
 - (3) *Fencing.* Outdoor areas shall be delineated by temporary fencing or similar barrier capable of limiting ingress and egress to licensed areas, unless additional egress is needed for a public safety purpose.

- (4) *Noise.* No musical instruments, radios, juke boxes, or other means of electric sound amplification may be used or operated in a licensed outdoor area after 10:00 p.m., unless a permit has been granted by the Chief of Police pursuant to Section 24-146(e) of this Code or Section 39.01 of the Brown County Code of Ordinances.
 - (5) *Unlicensed outdoor area.* An unlicensed outdoor area adjacent to and used in conjunction with the licensed premises shall not be used for the purpose of serving or consuming alcohol beverages.
 - (6) *Licensee responsibility.* Any licensed outdoor area is subject to all regulations of this chapter and Wis. Stats. Ch. 125.
 - (7) *Maintaining order.* The licensee shall maintain peace and order over any outdoor area adjacent to and used in conjunction with a licensed premises whether said outdoor area is licensed. Violation of this section may result in the Police Department exercising its authority under this section to order any outdoor premises or the entire licensed area closed in the public interest.
- (g) *Licensed patio.*
- (1) *New applications.* The premises, as described in a license application under this chapter, may include a privately owned or controlled patio. The inclusion of the patio in the licensed premises description shall be subject to review in the same manner as any other license application and the restrictions provided in this chapter.
 - (2) *Amendment; applications.* A licensee may apply to amend its licensed premises to include an patio. Photographs of the outdoor area are required to be submitted with the application. The application for amendment shall be subject to review in the same manner as any other license application, including administrative review, and the restrictions provided in this chapter.
 - (3) *Immediately adjacent.* A licensed patio must be immediately adjacent to the indoor portion of the licensed premises. For purposes of this section, a patio is immediately adjacent if it can be accessed from the indoor portion of the licensed premises without crossing any unlicensed area.
 - (4) *Barrier.* A licensed patio must be enclosed by a permanent fence, structure, or other barrier that clearly delineates the separation from licensed to unlicensed area. The fence, structure, or other barrier must be at least three (3) feet in height and must clearly separate the licensed premises from any non-licensed area. Photographs of the barrier shall be provided with the application.
 - (5) *Ingress.* Access to a licensed patio shall be through an indoor licensed area. Ingress to a licensed patio from an unlicensed area should be limited to safety purposes only. Egress to an unlicensed area without the ability to return shall not be limited, to permit egress for safety purposes.
- (h) *Online ordering and curbside pickup of alcohol beverages.*
- (1) *Premises.* No establishment shall allow the online purchase of alcohol beverages and curbside delivery of such purchases (hereinafter, “click and collect”) without first submitting a request to the Clerk to amend its liquor license premises description to

include that portion of the establishment's parking lot that will allow purchasers to park their vehicles for purposes of picking up their online orders. This request must be approved by the Common Council.

- (2) *Operation Plan.* Along with its amendment request, the licensee shall file a detailed operation plan that clearly details how its "click and collect" operation will function. The plan shall include the licensee's protocol for ensuring that underage persons and intoxicated persons do not pick up alcohol via "click and collect." If the licensee fails to provide a detailed operation plan with its amendment request, the Clerk shall not forward the request to the Protection and Policy Committee for consideration.
- (3) *Sale.* No establishment holding a license under this chapter shall allow the online purchase and pick-up of alcohol beverages unless the sale is consummated on the licensed premises.
 - a. Payment for the purchase must be completed on-premises and may not be completed until the purchaser is at the licensed premises and has presented a valid photo identification that has been verified by a licensed operator employed by the establishment.
 - b. The licensed operator must verify that the person picking up the "click and collect" order is the same person who placed the order and is present in the vehicle into which the order is loaded.
 - c. The sale and delivery of "click and collect" purchases shall be made only by a licensed operator.
 - d. No alcohol sales are permitted if the purchaser fails to present valid photo identification.
 - e. The "click and collect" system must allow the purchase of alcohol to be denied without affecting the remainder of the purchase.
 - f. The establishment must capture and retain an image of the vehicle into which each "click and collect" order is loaded for thirty (30) days.
 - g. For each "click and collect" transaction, the establishment must record and retain the following information for thirty (30) days:
 1. The name of the purchaser.
 2. The type of identification card presented and the number and expiration date of that identification card.
 3. The purchaser's date of birth.
 4. The license plate of the vehicle into which the order is loaded.
 - h. If the "click and collect" purchaser is in the vehicle into which the order is loaded but is not the driver, the licensed operator must verify that the driver is 21 years of age or older through valid photo identification stating the driver's date of birth.
 - i. The licensed operator shall report to his or her manager any purchaser who shows signs of alcohol consumption, and, in conjunction with the manager, shall assess sobriety for purposes of approving or denying the sale.

- j. The pick-up area for “click and collect” purchases shall be clearly defined with visible markings, signs, and/or barriers.
- (4) *Hours.* No licensee holding a Class “B” (beer) or “Class B” (liquor) license shall permit the pick-up of “click and collect” orders between the hours of 12:00 midnight and 6:00 a.m. No licensee holding a Class “A” (beer) license or “Class A” (liquor) license shall permit the pick-up of fermented malt beverages between the hours of 12:00 midnight and 8:00 a.m., nor the pick-up of intoxicating liquor between the hours of 9:00 p.m. and 8:00 a.m.
- (5) No events or activities requiring a license under this chapter other than the delivery of “click and collect” orders are permitted on the expanded premises.
- (6) *Penalty.* Any licensee or person who violates any provision of this subsection shall be subject to a forfeiture of not less than \$250.00 nor more than \$1,000.00, plus court costs and fees.
- (i) *Area for liquor sales on “Class A” (liquor) licensed premises.*
 - (1) In the interest of limiting juvenile access to alcohol beverages at retail establishments, and in the interest of promoting effective, unhampered, and efficient enforcement of such provisions as they relate to juveniles, no “Class A” (liquor) license shall be granted for any premises where the principal business conducted thereon is other than the sale of alcohol beverages, unless the establishment has:
 - a. A separate area with the ability to lock that portion of the premises during non-sale hours;
 - b. 24-hour surveillance camera(s) with recordings that are available to law enforcement upon request; and
 - c. Signage informing ~~minors~~ **patrons** that they must be 21 years of age to purchase alcohol.
 - (2) If a question arises as to what principal business is being conducted on a premises, the burden of proof shall be on the applicant or licensee.
 - (3) A violation of this provision can act as grounds for revocation or nonrenewal of a liquor license under this chapter.
- (j) *Restrictions on use of picnic license; licensed operator required.* No person holding a picnic license, as defined in Section 4-1, shall permit the sale of fermented malt beverages unless a person holding an operator’s license issued under this chapter is directly supervising and in control of the area(s) in which the sale of fermented malt beverages occurs. Where two (2) or more areas of sale are used, at least one (1) licensed operator must be present and supervising each area of sale.
- (k) *Violation of stipulation or agreement.* No licensee may violate a provision of a stipulation or other agreement entered with the City or signed in consideration of a license issued by the City under this chapter or Wis. Stats. Ch. 125. Any licensee who violates this provision may be subject to suspension, revocation, or nonrenewal of their license under Section 4-8 or other penalty under Section 4-11.

- (l) *Allowing entry.* No licensee or person in charge may refuse entry to a police officer, peace officer, or agent of the Department of Revenue to the licensed premises at any reasonable time to determine compliance with this chapter and Wis. Stats. Ch. 125. The term “reasonable time” includes, without limitation, all times when the premises is open.
- (m) *Premises capacity.* Every Class “B” (beer) and “Class B” (liquor) licensed establishment shall display a sign stating the maximum number of persons permitted on the premises by this Code, the Wisconsin Administrative Code, and/or the International Building Code. The sign shall be placed in a conspicuous place at the main entrance to each premises. The sign shall have the following wording: "Limit (number) persons." The lettering shall be white on a dark background. The letters shall not be less than one and one-half (1½) inches in height and the number shall not be less than three (3) inches in height. No licensee or person in charge of a premises shall allow more persons on the premises than the maximum number posted thereon.
- (n) License surrender. A licensee may surrender a current license by completing the form provided by the Clerk. Surrenders shall be effective the business day following Council approval, unless otherwise directed.**
- (o) Reserve licenses. A current reserve license shall not be transferred or surrendered to another owner or to another business. A surrendered reserve license shall be returned to the pool of available reserve licenses. An applicant for a alcohol license shall complete the surrender of a reserve license prior to being granted another license.**
- (p) Changes in application information. Any change in information from what was provided on an application, shall be reported to the Clerk within 30 days of the occurrence. A licensee may be required to submit a license amendment.**

Sec. 4-11. Operator’s license.

- (a) *Applications.*
 - (1) Application for an operator’s license shall be made to the Clerk on a form supplied by the Clerk’s Office. All applications shall be accurately completed in their entirety or shall be rendered void by the Clerk. Digital signatures are acceptable.
 - (2) The license fee as provided in the City Fee Schedule shall be submitted with the application.
 - (3) Upon receipt of an application, the Clerk shall forward the application to the Police Department for verification of the veracity of the application as well as research into the qualifications of the applicant in accordance with the requirements of Wis. Stats. § 125.04.
 - (4) An operator license may be granted by the Common Council without further review in the event the Police Department approves of the application.
 - (5) The license shall be issued for a period of two (2) consecutive licensing years. At all times while engaged in activities requiring a license issued pursuant to this section, the licensee shall keep the following items available for production upon request of any City or State inspecting officer:
 - a. Their operator’s license; and

- b. A valid form of identification issued by a governmental agency containing a photograph of the licensee.
- (b) *Provisional license.* The Clerk shall be authorized to issue a provisional operator's license upon receipt of a regular operator's license application. It is valid for 60 days, or upon notification of denial of the applicant's application. The requirements and provisions of Wis. Stats. § 125.17 relating to provisional operators' licenses are hereby adopted and made part of this Code as if set forth fully herein. Future amendments are also adopted prospectively, incorporated herein, and intended to become a part of this Code.
- (c) *Denial of operator's license.*
 - (1) If the Police Department determines that any portion of the application is false or that the applicant does not possess the qualifications under Wis. Stats. § 125.04, the license may be denied by the Police Department.
 - (2) The Police Department shall notify any applicant so denied.
 - (3) Any applicant whose application has been denied by the Police Department may appeal such determination to the Protection and Policy Committee. Upon appeal, the Protection and Policy Committee shall determine if the applicant possesses the qualifications of Wis. Stats. § 125.04. After making such determination, the Protection and Policy Committee shall forward its recommendation to the Common Council.
 - (4) An applicant whose application has been denied and did not appeal or whose appeal has been denied, must wait one year from the previous application submittal to reapply.
- (d) *Held Operator License:* An operator's license that has been approved by the Police Department and Council will be held with the City Clerk's Office until the applicant has provided proof of completion of the "Responsible Beverage Server" course accredited by the State and taken within the last 2 years.
 - (1) Instead of the course, the applicant may provide proof that they held an operator's license in another municipality in the State of Wisconsin within the last two years or
 - (2) have been an agent at a licensed establishment within the last two years.

The applicant must also have no unpaid parking tickets or unpaid warrants.

- (e) *Issuance of license.* The Clerk shall not issue an operator's license until all requirements of this section have been satisfied.

Sec. 4-12. Penalties.

- (a) *Forfeiture.* Any person violating a provision of this chapter where no penalty is specified, and except as described in subsection (d), shall be subject to a forfeiture of not less than \$1.00 nor more than \$500.00 for each offense.
- (b) *Specific violations.* Any person violating Wis. Stats. §§ 125.07(1) and (4), 125.085, or 125.09(2), as adopted in Section 4-2, shall be subject to the penalties provided therein.

SECTION 2, Section 28-4(m), Green Bay Municipal Code is hereby created to read:

Sec. 28-4. Conducts in parks and greenways.

- (m) **Occupancy of City Deck.** No person shall obstruct or cause to be obstructed in any manner any portion of City Deck except for an emergency without first obtaining a permit from the Director of Parks, Recreation, and Forestry or a designated representative. Any portion of City Deck that is obstructed by such permit shall be delineated, if required, in accordance with this Code. Such permit shall be immediately revoked by the Director for noncompliance.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2024.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

Date:



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # M.15

To refer to staff a communication from Ald. Melinda Eck, District 11, and Ald. Jennifer Grant, District 1: "We would like to request to refer to the law department to draw up an ordinance that would prohibit the sale of nitrous oxide in the city of Green Bay."

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. D11 & I COMMUNICATION

Print

Alders' Petitions and Communications - Submission #69655

Date Submitted: 4/25/2024

Name*

Melinda Eck

Select your name from the list.

Committee Name*

Protection and Policy Committee

Select the committee, board, or commission that your communication or petition is for.

Text of Communication*

I would to refer to the law department to draw up an ordinance that would prohibit the sale of nitrous oxide in the city of Green Bay.



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # M.16

Informational Only: Notice and Change of Officers at licensed establishments:
Addition and removal of officers at Vast Properties, LLC at 401 N. Washington.
Addition and removal of an officer at DolgenCorp, LLC at 1152 S. Military Ave. and 1641 Main.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. CHANGE IN OFFICERS-401 N WASHINGTON



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # M.17

Informational Only: Clerk's Licensing Report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 4.25.2024 CLERK'S OFFICE LIQUOR LICENSING REPORT



Clerk & Treasurer's Office
 100 North Jefferson Street - Room 106
 Green Bay, Wisconsin 54301-5026
 clerk@greenbaywi.gov
 www.greenbaywi.gov

Phone 920.448.3010
 Fax 920.448.3016

Licenses granted by Council, not yet issued as of (4/25/2024)

License Type	Company Name	Trade Name	Address	Approver
Class A Beer & Class A Liquor	FAMILY DOLLAR STORES OF WI LLC	FAMILY DOLLAR	1285 MAIN ST	Inspections, Payment New License approved 6.6.2023 Extension Filed anticipated opening 11/3/2023
EXTENSION REQUEST EXPIRED				
Class B Beer & Class B Liquor	MADRID TAPAS AND WINE BAR LLC	MADRID TAPAS	225 E WALNUT ST	Inspections, Payment, Renewal Waiver Granted until December 2023
EXTENSION REQUEST EXPIRED				
Class B Beer & Class B Liquor	Rockyz Taqueria LLC	ROCKY'S TAQUERIA	1679 MAIN ST	Inspections, Payment Granted 8/22/23. Waiver Granted until December 20, 2023, Another waiver was granted until March 1, 2024.
EXTENSION REQUEST EXPIRED				
Class "B" Beer & "Class B"	Vic Theatre Green Bay, LLC	Vic Theatre	217 E Walnut	Inspections, Payment Granted 8/22/23. Waiver Granted until January 31, 2024. Transfer of license requested.
EXTENSION REQUEST EXPIRED				
Class "B" Beer & "Class B" Liquor-Reserve	The Spices of Green Bay, LLC	Spices Restaurant & Bar	1860 University	Payment, Inspections Granted 10.17.23. Waiver requested and granted until April 30, 2024.
Class A Liquor, Class A Beer	Neo Beverages, LLC	Neo's Discount Tobacco & Liquor	1117 W. Mason	Inspections, Payment. Granted 1/17/2024. Extension granted until May 31, 2024
Class A Liquor, Class A Beer	JR Smith, LLC	Main Street Mini Mart	1698 Main	Payment. Granted 3/5/2024

Opening Delays? All liquor licenses are granted by Council with the intention a liquor license will be issued within 60 days. Please communicate, in writing, any opening-day delays to the Clerk's Office and provide a new anticipated opening date. Please review our [Extension Request Fact Sheet](#) for instructions. Then, fill out the [Extension Request Form](#) to file an issuance extension with the Clerk's Office.

Summary of Licenses Granted and Issued for Class “B” Beer & “Class B” Liquor Licenses:

The City of Green Bay has a quota of 172 available “Class B” Liquor and Class “B” Beer licenses under state law.

The City granted 3 licenses that have not yet been issued (see page 1).

The City of Green Bay may only take the number of applications to the number of licenses available. Applications are considered to those who apply with a fully completed application and first in time.

The new application paperwork can be found at: <https://greenbaywi.gov/264/Liquor-Sales---New-Establishments>

Summary of Licenses Granted and Issued for Reserve Liquor Licenses:

The City of Green Bay has a quota of 32 Class B Combination Liquor and Beer Reserve licenses under state law.

The City of Green Bay has 4 Class B Combination Liquor and Beer Reserve issued.

The City of Green Bay has 1 granted “Class B” Liquor and Class “B” Beer license that has not yet been issued.

A Reserve liquor license in the City of Green Bay costs \$10,000 (one-time non-refundable issuance fee) plus the license fee prorated. The license shall not be transferred or surrendered.



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # M.18

Informational Only: Liquor Licensing Report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Comm Police P&P 04.24.24
2. 23-24LiqVio 4.24.24

CITY OF GREEN BAY POLICE DEPARTMENT

TO: PROTECTION AND POLICY COMMITTEE

FROM: COMMUNITY POLICING

DATE: April 24, 2024

From March 21, 2024 to April 24, 2024, there have been no liquor violations, no DA referrals, no ordinance violations, no warnings and no property referrals.

Sincerely,

**LT. STEVE MAHONEY & LT. ERIN BLOCH
DISTRICT POLICING**

kc

2023/2024 LIQUOR VIOLATIONS

Subject's Name	Tavern Name And Address	Date/Type Violation	Status of Case
Maxwell C. Barnowsky 23-246542 W2023-374-144	Black Saddle 201 N. Washington St.	No Licensed Operator on the Premises (Owner)	Issued Written Warning
Dylan J. Weires 23-246542 W2023-792-006	Black Saddle 201 N. Washington St.	Loitering in a Licensed Premises after Hours	Issued Written Warning
Dylan J. Weires 23-247371 2324737181401	Black Saddle 201 N. Washington St.	Disorderly Conduct	Court Date: 10/30/23; Guilty; \$376
Nathaniel D. Maas 23-248994 2324899480801	Cock and Bull 1237 Main Street	Bartending without an Operator's License	Court Date: 11/6/23; Guilty, \$187
Scott M. Opolka 23-248994 2324899480802	Cock and Bull 1237 Main Street	Bartending without an Operator's License	Court Date: 11/6/23; Guilty by Default, \$187
Kendra C. Willis 23-248994 2324899480803	Cock and Bull 1237 Main St.	Bartending without an Operator's License	Court Date: 11/6/23; Guilty, \$187
Jason E. Charles 23-253930 W2023-557-087	Getaway Bar 631 Bellevue St.	Disorderly House/Failure to Maintain Order	Issued Written Warning
Randal G. Trembl 23-262321 2326232143901	Brewski's Bar 1100 S. Broadway Street	Violation of Stipulation/Agreement	Court Date: 2/5/24

**REPORT OF THE PROTECTION AND WELFARE COMMITTEE
GRANTING OPERATOR LICENSES**

May 7, 2024

The Protection and Policy Committee wishes to request that the following applications for Operator Licenses be granted.

Stipulations placed on licenses shall continue to be in effect.

OPERATOR LICENSES

Abadia, Erin M
Acosta-Cortes, Wendy
Belonger, Tawni D
Bondar, Nicole M
Brooks II, Robert G
Cornell, Richard J
Diamond, Megan L
Duffeck, Renee D
Garbrecht, Jackie A
Gorectke, Monica R
Griepentrog, Alexander J
Haupt, Brittany E
Hicks, Trevor T
Holterman, Penny L
Huff, Kolton A
Hull, Aleshanee B
Hummel, Jade A
Johnson, Monique A
Jones, Jamel
Kildahl, Maria E
Korbas, Jason M
LIMBU, SAROJ
Maes, Penny L
Pelishek, Libbie M
PLASCENCIA, LESLIE R
Rebarchek, Laura A
Ristow, Lindsay M
Sandhu, Jovan S
Schiltz, Cassie E
Sierzant, William J
Silapan, Louie R

TUMBLIN, LIAM A
Wu, Yongzhan



Report to the Green Bay Plan Commission

MEETING DATE

May 7, 2024

PREPARED BY

Wendy Townsend, Economic Coordinator

AGENDA ITEM # O.I

To approve the On Broadway Inc. Business Improvement District 2022 annual audit.

BACKGROUND

Each year the Business Improvement Districts (BIDs) present their annual audit to the Plan Commission and are required to share any adverse audit findings per the BID handbook.

RECOMMENDATION

Review and receive and place in file.

FISCAL IMPACT

ATTACHMENTS

1. 2022 On Broadway Audited Financial Statements
2. 2022 On Broadway Independent Auditor Report
3. On Broadway 2022 Audit - City Response

ON BROADWAY, INC.

FINANCIAL STATEMENTS
WITH INDEPENDENT AUDITORS' REPORT

DECEMBER 31, 2022 AND 2021

ON BROADWAY, INC.

TABLE OF CONTENTS

DECEMBER 31, 2022 AND 2021

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FINANCIAL STATEMENTS

4 Statements of Financial Position

5 Statements of Activities

6 - 7 Statements of Functional Expenses

8 Statements of Cash Flows

9 - 19 Notes to Financial Statements



INDEPENDENT AUDITORS' REPORT

To the Board of Directors
On Broadway, Inc.
Green Bay, Wisconsin

Opinion

We have audited the financial statements of On Broadway, Inc. (a nonprofit organization), which comprise the statements of financial position as of December 31, 2022 and 2021 and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of On Broadway, Inc. as of December 31, 2022 and 2021, and the changes in its net assets and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of On Broadway, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Change in Accounting Principle

As discussed in Note 1 to the financial statements, in 2022, the Organization adopted new accounting guidance in accordance with Accounting Standards Codification Topic 842, *Leases*, as of the beginning of the period of adoption. The prior period presented is in accordance with Topic 840. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the financial statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about On Broadway, Inc.'s ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of On Broadway, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about On Broadway, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Hawkins Ash CPAs, LLP

Green Bay, Wisconsin
December 18, 2023

ON BROADWAY, INC.
STATEMENTS OF FINANCIAL POSITION

	DECEMBER 31,	
	2022	2021
<u>ASSETS</u>		
Cash (including cash held for others)	\$ 411,026	\$ 421,620
Accounts receivable	92,058	25,768
Grants receivable	32,292	-
Prepaid expenses	2,769	18,063
Prepayments to vendors	5,977	-
Property and equipment, net	2,344,022	15,548
Deposit on property and equipment	-	5,000
Operating lease right-of-use asset	111,023	-
Other assets	1,200	1,200
TOTAL ASSETS	<u>\$ 3,000,367</u>	<u>\$ 487,199</u>
<u>LIABILITIES AND NET ASSETS</u>		
LIABILITIES		
Accounts payable	\$ 71,646	\$ 39,215
Agency funds payable	1,878	2,647
Accrued expenses		
Payroll and related liabilities	40,334	18,466
Property taxes	44,009	-
Vacation	6,352	3,850
Retirement plans	10,947	2,131
Interest	18,923	-
Other	4,408	-
Deferred revenue	64,036	73,474
Operating lease liability	101,076	-
Notes payable	2,334,213	23,113
TOTAL LIABILITIES	2,697,822	162,896
NET ASSETS		
Without donor restrictions	300,935	319,303
With donor restrictions	1,610	5,000
TOTAL NET ASSETS	<u>302,545</u>	<u>324,303</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 3,000,367</u>	<u>\$ 487,199</u>

The accompanying notes are an integral part of these statements.

ON BROADWAY, INC.
STATEMENTS OF ACTIVITIES

FOR THE YEAR ENDED DECEMBER 31,

	2022			2021		
	WITHOUT DONOR RESTRICTIONS	WITH DONOR RESTRICTIONS	TOTAL	WITHOUT DONOR RESTRICTIONS	WITH DONOR RESTRICTIONS	TOTAL
SUPPORT AND REVENUE						
Special events	\$ 530,891	\$ -	\$ 530,891	\$ 397,650	\$ -	\$ 397,650
Business improvement district assessments	80,715	-	80,715	76,466	-	76,466
Grants	184,873	-	184,873	51,485	-	51,485
Contributions	330,419	1,610	332,029	251,398	5,000	256,398
In-kind contributions	230,425	-	230,425	77,130	-	77,130
Rental income	264,571	-	264,571	-	-	-
Miscellaneous income	7,449	-	7,449	15,028	-	15,028
Net assets released from restrictions	5,000	(5,000)	-	17,640	(17,640)	-
TOTAL SUPPORT AND REVENUE	1,634,343	(3,390)	1,630,953	886,797	(12,640)	874,157
EXPENSES						
Program services	1,216,070	-	1,216,070	623,931	-	623,931
Management and general	401,531	-	401,531	104,165	-	104,165
Fundraising	35,110	-	35,110	41,526	-	41,526
TOTAL EXPENSES	1,652,711	-	1,652,711	769,622	-	769,622
CHANGE IN NET ASSETS	(18,368)	(3,390)	(21,758)	117,175	(12,640)	104,535
NET ASSETS AT BEGINNING OF YEAR	319,303	5,000	324,303	202,128	17,640	219,768
NET ASSETS AT END OF YEAR	\$ 300,935	\$ 1,610	\$ 302,545	\$ 319,303	\$ 5,000	\$ 324,303

The accompanying notes are an integral part of these statements.

ON BROADWAY, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2022

	<u>PROGRAM SERVICES</u>	<u>MANAGEMENT AND GENERAL</u>	<u>FUNDRAISING</u>	<u>TOTAL</u>
Salaries and wages	\$ 331,203	\$ 59,129	\$ 28,262	\$ 418,594
Employee benefits	16,869	3,007	1,450	21,326
Payroll taxes	22,824	4,069	1,962	28,855
Broadway District promotion	126,485	-	-	126,485
Special events	620,735	-	-	620,735
Depreciation	5,704	41,396	490	47,590
Insurance	8,487	1,513	730	10,730
Public market	33,623	-	-	33,623
Dues and subscriptions	-	1,193	-	1,193
Interest	-	63,753	-	63,753
Office expenses	9,539	1,700	821	12,060
Professional fees	-	10,650	-	10,650
Contracted services	-	22,926	-	22,926
Grounds keeping and maintenance	17,980	-	-	17,980
Rent	8,948	18,178	769	27,895
Repairs and maintenance	792	24,076	-	24,868
Property and income taxes	-	46,503	-	46,503
Meetings and conventions	-	10,661	-	10,661
Travel and lodging	-	7,807	-	7,807
Utilities	7,281	59,812	626	67,719
Technology	5,500	13,676	-	19,176
License and fees	-	8,829	-	8,829
Volunteer recognition	-	1,721	-	1,721
In-kind	100	90	-	190
Miscellaneous	-	842	-	842
TOTAL EXPENSES	<u>\$ 1,216,070</u>	<u>\$ 401,531</u>	<u>\$ 35,110</u>	<u>\$ 1,652,711</u>

The accompanying notes are an integral part of these statements.

ON BROADWAY, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2021

	<u>PROGRAM SERVICES</u>	<u>MANAGEMENT AND GENERAL</u>	<u>FUNDRAISING</u>	<u>TOTAL</u>
Salaries and wages	\$ 134,918	\$ 54,305	\$ 31,742	\$ 220,965
Employee benefits	3,863	1,555	909	6,327
Payroll taxes	10,460	4,210	2,461	17,131
Broadway District promotion	72,401	-	-	72,401
Special events	360,290	-	-	360,290
Depreciation	4,841	1,948	1,139	7,928
Insurance	5,000	2,012	1,176	8,188
Public market	-	-	-	-
Dues and subscriptions	-	1,653	-	1,653
Interest	-	1,476	-	1,476
Office expenses	5,345	2,078	1,215	8,638
Professional fees	-	7,850	-	7,850
Contracted services	-	-	-	-
Grounds keeping and maintenance	8,772	-	-	8,772
Rent	12,257	4,934	2,884	20,075
Repairs and maintenance	414	221	-	635
Property and income taxes	-	-	-	-
Meetings and conventions	-	1,083	-	1,083
Travel and lodging	-	2,300	-	2,300
Utilities	-	-	-	-
Technology	4,885	14,102	-	18,987
License and fees	-	3,027	-	3,027
Volunteer recognition	-	1,321	-	1,321
In-kind	485	90	-	575
Miscellaneous	-	-	-	-
TOTAL EXPENSES	<u>\$ 623,931</u>	<u>\$ 104,165</u>	<u>\$ 41,526</u>	<u>\$ 769,622</u>

The accompanying notes are an integral part of these statements.

ON BROADWAY, INC.
STATEMENTS OF CASH FLOWS

	<u>YEAR ENDED DECEMBER 31,</u>	
	<u>2022</u>	<u>2021</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (21,758)	\$ 104,535
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	47,590	7,928
Changes in assets and liabilities		
(Increase) decrease in assets		
Accounts receivable	(66,290)	(23,076)
Unconditional promises to give	-	17,640
Grants receivable	(32,292)	-
Prepaid expense	15,294	1,637
Prepayments to vendors	(5,977)	-
Operating lease right-of-use asset	(111,023)	-
Increase (decrease) in liabilities		
Accounts payable	32,431	29,328
Agency funds payable	(769)	1,478
Accrued expenses		
Payroll and related liabilities	21,868	11,099
Property taxes	44,009	-
Vacation	2,502	889
Retirement plans	8,816	2,131
Interest	18,923	-
Other	4,408	-
Operating lease liability	101,076	-
Deferred revenue	(9,438)	(17,798)
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	<u>49,370</u>	<u>135,791</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Deposit on property and equipment	-	(5,000)
Purchase of property and equipment	(31,064)	-
NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES	<u>(31,064)</u>	<u>(5,000)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Payments on capital lease obligation	-	(1,106)
Payments on line of credit	-	(21,558)
Payments on long term debt	(28,900)	(11,577)
NET CASH PROVIDED BY (USED IN) FINANCING ACTIVITIES	<u>(28,900)</u>	<u>(34,241)</u>
NET INCREASE (DECREASE) IN CASH	(10,594)	96,550
CASH AT BEGINNING OF YEAR	<u>421,620</u>	<u>325,070</u>
CASH AT END OF YEAR	<u>\$ 411,026</u>	<u>\$ 421,620</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the year for interest	\$ 44,830	\$ 1,476
SUPPLEMENTAL DISCLOSURE OF NON-CASH FLOW INFORMATION:		
Proceeds from long-term debt used to purchase property and equipment	\$ 2,340,000	\$ -

The accompanying notes are an integral part of these statements.

ON BROADWAY, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

NOTE 1 - Nature of Organization and Significant Accounting Policies

Nature of Organization - On Broadway, Inc. (the "Organization") is a not-for-profit corporation organized under the laws of the State of Wisconsin for the purpose of improving the Green Bay community through economic development, historic preservations and promotion of the city's downtown Broadway District. The Business Improvement District (BID) contributes funds to the Organization for the purpose of providing staff, support services, and assistance in developing and implementing the social and economic conditions within the district by bringing together appropriate partnerships of people, organizations, and funds to evaluate, facilitate, and implement Broadway development projects.

Basis of Accounting - The financial statements of On Broadway, Inc. have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables and other liabilities.

Basis of Presentation - The accompanying financial statements are prepared in accordance with the accounting principles generally accepted in the United States of America (U.S. GAAP) as codified by the Financial Accounting Standards Board.

The Organization is required to report information regarding its net assets and its activities based on the existence or absence of donor or grantor imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions: Net assets available for use in general operations and not subject to donor or certain grantor restrictions.

Net Assets With Donor Restrictions: Net assets subject to donor or certain grantor imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Accounting Pronouncements Adopted - In February 2016, the FASB issued Accounting Standards Update 2016-02, Leases (Topic 842). The standard requires the recognition of right-of-use assets and lease liabilities for lease contracts with terms greater than 12 months. Operating lease costs are recognized in the statements of activities as a single lease cost and finance lease costs are recognized in two components, interest expense and amortization expense. The Organization adopted the standard effective January 1, 2022 and recognized and measured leases existing at, or entered into after, January 1, 2022 (the beginning of the period of adoption), with certain practical expedients available. Lease disclosures for the year ended December 31, 2021 are made under prior lease guidance in FASB ASC 840. The Organization has elected the package of practical expedients permitted in ASC Topic 842. Accordingly, the Organization accounted for its existing leases as either finance or operating leases under the new guidance, without reassessing (a) whether the contract contains a lease under ASC Topic 842, (b) whether classification of the operating lease would be different in accordance with ASC Topic 842, or (c) whether the unamortized initial direct costs before transition adjustments would have met the definition of initial direct costs in ASC Topic 842 at lease commencement.

ON BROADWAY, INC.
NOTES TO FINANCIAL STATEMENTS - Continued
DECEMBER 31, 2022 AND 2021

NOTE 1 - Nature of Organization and Significant Accounting Policies - Continued

As a result of the adoption of the new lease accounting guidance, the Organization recognized on January 1, 2022, the beginning of the adoption period, no cumulative effect adjustment to net assets, an operating lease liability of \$115,799, and an operating right-of-use asset of \$124,491.

As of January 1, 2022 the Organization adopted the provision of FASB issued Accounting Standards Update 2020-07, Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets (Topic 958). Under the new guidance, gifts-in-kind are required to be presented as a separate line item on the statements of activities and additional disclosures will be required. The presentation and disclosures for contributed nonfinancial assets have been enhanced in accordance with the standard.

Cash and Cash Equivalents - The Organization's cash consists of cash on deposit with banks. For purposes of the statements of cash flows, the Organization considers all unrestricted, highly liquid investments with an initial maturity of three months or less to be cash equivalents. The Organization does not have any cash equivalents as of December 31, 2022 and 2021.

Cash Held for Others - Included in the Organization's cash are funds held for others. The Organization has little or no discretion in determining the use of the assets and is merely a pass through (see the agency funds payable note). Therefore, the Organization accounts for this as an agency transaction on the statements of financial position.

Accounts/Grants Receivable - Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for uncollectible amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable. Management believes all receivables are collectible; accordingly, no allowance has been recorded.

Promises to Give - Unconditional promises to give that are expected to be collected within one year are recorded at net realizable value. Unconditional promises to give that are expected to be collected in future years are recorded at the present value of estimated future cash flows. The discounts on those amounts are computed using a nominal interest rate applicable to the year in which the promise is received. Amortization of the discounts is included in contribution revenue. Conditional promises to give are not included as support until the conditions are substantially met. Management provides for uncollectible amounts through a provision for bad debt expense and an adjustment to a valuation allowance based on its assessment of the current status of individual pledges. Balances that are still outstanding after management used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to unconditional promises to give. Management believes all receivables are collectible; accordingly, no allowance has been recorded.

ON BROADWAY, INC.
NOTES TO FINANCIAL STATEMENTS - Continued
DECEMBER 31, 2022 AND 2021

NOTE 1 - Nature of Organization and Significant Accounting Policies - Continued

Property and Equipment - All acquisitions of property and equipment in excess of \$2,000 with useful lives greater than one year are capitalized. Purchased property and equipment are carried at cost. Donated property and equipment is carried at the approximate fair value at the date of donation. Depreciation is computed on the straight-line method based on the estimated useful lives:

<u>Asset</u>	<u>Life</u>
Buildings and improvements	25 years
Furniture, vehicles, and equipment	5 years

Construction in progress costs represent cumulative costs of projects not yet placed in service. No depreciation was taken on these capitalized costs.

Valuation of Long-lived Assets - U.S. GAAP requires that long-lived assets and certain identifiable intangible assets be reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Management reviews all material assets annually for possible impairment. If such assets are considered to be impaired, the impairment recognized is measured as the amount by which the carrying amount of the assets exceeds the estimated fair value of the assets. No assets are considered to be impaired at December 31, 2022 and 2021.

Agency Funds Payable - The Organization administers the Electronic Benefits Transfer (EBT) program at its Farmers' Market on Broadway events. EBT is an electronic system that allows a Food Share recipient to authorize the transfer of their government benefits from a Federal account to a retailer to pay for food. This program started with funds from the Greater Green Bay Community Foundation Basic Needs Giving Partnership and United Healthcare Community Plan along with strong collaboration between Wello, Inc., farmers' markets, UW- Extension, WIC and many more. The receipts and disbursements associated with EBT are not included in the Organization's statements of activities.

Revenue Recognition - The Organization records the following exchange transaction revenue in its statements of activities and changes in net assets:

Special Event Revenue: The Organization conducts special events in which a portion of the gross proceeds paid by the participant represents payment for the direct cost of the benefits received by the participant at the event - exchange component, and a portion represents a contribution to the Organization. Unless a verifiable objective means exists to demonstrate otherwise, the fair value of meals and entertainment provided at the special events is measured at the actual cost to the Organization. The contribution component is the excess of the gross proceeds over the fair value of the direct donor benefit. The performance obligation is the delivery of the event. The event fee is set by the Organization. The Organization combines in the statements of activities the exchange and contribution components of the gross proceeds from special events. Special event fees/sponsorships collected by the Organization in advance of its delivery are initially recognized as liabilities (deferred revenue) and recognized as special event revenue after delivery of the event. For special events fees received before year-end for an event to occur after year end, the Organization follows AICPA guidance where the inherent contribution is conditioned on the event taking place and is therefore treated as a refundable advance along with the exchange component.

ON BROADWAY, INC.
NOTES TO FINANCIAL STATEMENTS - Continued
DECEMBER 31, 2022 AND 2021

NOTE 1 - Nature of Organization and Significant Accounting Policies - Continued

Included in special events are:

Sponsorships: Sponsorships include revenue for logo placement on event websites along with verbal recognition and/or signage at events. Sponsors fill out a sponsorship request form and pay the selling price listed on the form for the sponsorship requested. The sponsor receives the benefit during the event they chose to sponsor. The Organization does not have an enforceable right to payment until the event has taken place. Therefore, revenue from sponsorships is recognized at a point in time when the performance obligation has been met. Sponsorships that overlap year-end are reflected as deferred revenue on the statements of financial position.

Vendor fees: Included in vendor fees are booth fees for vendors at the Farmers Markets. The fees are a stated price for each booth spot. The price is allocated between the number of markets the vendor pays for. The performance obligation is met each week when the vendors attend the farmers market. All performance obligations are met in the year the payments are received.

Food and Beverage Sales: Sales for food and beverages at events are exchanged for cash at the price stated in the menu. The performance obligations are met when the product is delivered to the customer as that is when control of the product transfers.

Contribution Recognition - Contributions are recognized when received or unconditionally pledged. Conditional contributions and promises to give, are recognized as revenue when the barriers to entitlement are overcome and either a right of return of assets transferred or a right of release of a promisor's obligation to transfer assets is removed. Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions depending on the existence and/or nature of any donor restrictions.

Contributions restricted by donors are reported as increases in net assets without donor restrictions if the restrictions expire in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Grant Recognition - Grants are either recorded as contributions or exchange transactions based on criteria contained in the grant award:

Grant awards that are contributions - Grants awards that are contributions are evaluated for conditions and recognized as revenue when conditions in the award are satisfied. Unconditional awards are recognized as revenue when the award is received. Amounts received in which conditions have not been met are reported as a refundable advance liability.

Grant awards that are exchange transactions - Exchange transactions are those in which the resource provider or grantor receives a commensurate value in exchange for goods or services transferred. Revenue is recognized when control of the promised goods or services is transferred to the customer (grantor) in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. Amounts received in excess of recognized revenue are reflected as a contract liability.

ON BROADWAY, INC.
NOTES TO FINANCIAL STATEMENTS - Continued
DECEMBER 31, 2022 AND 2021

NOTE 1 - Nature of Organization and Significant Accounting Policies - Continued

In-Kind Contributions - The Organization records the value of donated goods when there is an objective basis to measure the value. Donated goods are reflected as in-kind contribution revenue and in the accompanying statements of activities.

Donated services are recognized as contributions if the services a) create or enhance nonfinancial assets or b) require specialized skills that are performed by people with those skills and would otherwise be purchased by the Organization. Such amounts, which are based on information provided by third-party services providers, are recorded at their estimated fair value determined on the date of contributions.

A substantial number of volunteers have made significant contributions of their time to the Organization's program and supporting services. The value of this contributed time is not reflected in these financial statements because the criteria for recognition have not been satisfied.

Functional Allocation of Expenses - The costs of providing various programs and other activities have been summarized on a functional basis in the statements of activities. Accordingly, certain costs have been allocated among the program services and supporting activities benefited. Those expenses include salaries and wages, benefits, payroll taxes and certain office expenses, which are allocated based on estimates of employee time spent on each function as determined by employees.

Advertising Costs - Advertising costs are expensed as incurred.

Use of Estimates - Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from those estimates.

Tax Status - The Organization is exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code (IRC). However, income from certain activities not directly related to the Organization's tax-exempt purpose is subject to taxation as unrelated business income. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(A) and has been classified as an organization other than a private foundation under Section 509(a)(2). The Organization is also exempt from State taxation.

Accounting for Uncertainty in Income Taxes - U.S. GAAP requires management to evaluate tax positions taken by the Organization and recognize a tax liability (or asset) if the Organization has taken an uncertain position that more likely than not would not be sustained upon examination by a taxing authority. Management has analyzed the tax positions taken by the Organization and has concluded that as of December 31, 2022 and 2021, there are no uncertain positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements. The Organization is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. The Organization will recognize future accrued interest and penalties related to any unrecognized tax benefits and income tax expense if incurred.

Reclassifications - Certain accounts in the prior year financial statements have been reclassified for comparative purpose to conform to the presentation of the current year's financial statements.

ON BROADWAY, INC.
NOTES TO FINANCIAL STATEMENTS - Continued
DECEMBER 31, 2022 AND 2021

NOTE 1 - Nature of Organization and Significant Accounting Policies - Continued

Subsequent Events - The Organization evaluated subsequent events through December 18, 2023, the date which the financial statements were available to be issued.

NOTE 2 - Concentration of Cash and Credit Risk

The Organization may have deposits with a financial institution at times during the year that exceed the Federal Deposit Insurance Corporation (FDIC) insurance threshold of \$250,000. The Organization's deposits at December 31, 2022 and 2021 did not exceed the FDIC insurance threshold. The Organization does not require collateral or other security to support deposits subject to this credit risk.

NOTE 3 - Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, comprise the following as of December 31:

	<u>2022</u>	<u>2021</u>
Cash	\$ 411,026	\$ 421,620
Accounts receivable	92,058	25,768
Grants receivable	<u>32,292</u>	<u>-</u>
Total financial assets available within one year	535,376	447,388
Less amounts not available for general expenditure within one year:		
Escrow account with RDA	-	52,095
Agency funds payable	1,878	2,647
Net assets with donor restrictions	<u>1,610</u>	<u>5,000</u>
Total financial assets available to management for general expenditure within one year	<u>\$ 531,888</u>	<u>\$ 387,646</u>

Liquidity Management

The Organization maintains a policy of structuring its financial assets to be available as its general expenditures, liabilities, and other obligations come due. In addition, the Organization invests cash in excess of weekly requirements in short-term investments. To help manage unanticipated liquidity needs, the Organization has a committed line of credit of \$50,000, which it could draw upon.

ON BROADWAY, INC.
NOTES TO FINANCIAL STATEMENTS - Continued
DECEMBER 31, 2022 AND 2021

NOTE 4 - Property and Equipment

A summary of property and equipment is as follows as of December 31:

	<u>2022</u>	<u>2021</u>
Land	\$ 160,248	\$ -
Buildings and improvements	2,099,716	-
Furniture, vehicles, and equipment	69,173	43,125
Construction in progress	<u>90,052</u>	<u>-</u>
	2,419,189	43,125
Less: Accumulated depreciation	<u>75,167</u>	<u>27,577</u>
NET PROPERTY AND EQUIPMENT	<u>\$ 2,344,022</u>	<u>\$ 15,548</u>

Depreciation expense for the years ended December 31, 2022 and 2021 was \$47,590 and \$7,928, respectively.

NOTE 5 - Line of Credit

The Organization has a line of credit of \$50,000 that matures on May 20, 2024. The interest rate is equal to the one-month Wall Street Journal Prime plus 0.25%. The interest rate for the years ended December 31, 2022 and 2021 was 7.75% and 3.50%, respectively. The agreement is collateralized by substantially all assets of the Organization. There was no outstanding balance on the line of credit as of December 31, 2022 and 2021.

NOTE 6 - Notes Payable

The Organization's notes payable are as follows at December 31:

	<u>2022</u>	<u>2021</u>
Note payable with interest at 5.35%, monthly payments of \$575, unsecured, due August 20, 2024*	\$ 17,325	\$ 23,113
U.S. Small Business Administration, Economic Injury, Disaster Loan, with interest at 2.75% and monthly payments of \$2,244, applied to accrued interest first, secured by business assets, due January 1, 2052	500,000	-
Note payable with interest at 3.50% and monthly payments of \$8,315, secured by property, due April 1, 2029	<u>1,816,888</u>	<u>-</u>
	2,334,213	23,113
Less current maturities	<u>42,935</u>	<u>5,812</u>
TOTAL	<u>\$ 2,291,278</u>	<u>\$ 17,301</u>

*The Organization entered into a modification agreement in October 2020 for six months of interest only payments. Payments of principal and interest return in July 2021. All other terms of the loan remain the same.

ON BROADWAY, INC.
NOTES TO FINANCIAL STATEMENTS - Continued
DECEMBER 31, 2022 AND 2021

NOTE 6 - Notes Payable - Continued

Maturities of notes payable for the years following December 31, 2022 are as follows:

2023	\$ 42,935
2024	49,309
2025	39,469
2026	54,198
2027	56,043
Thereafter	<u>2,092,259</u>
TOTAL	<u>\$ 2,334,213</u>

NOTE 7 - Net Assets

Net assets with donor restrictions are restricted for the following purposes or periods at December 31:

	<u>2022</u>	<u>2021</u>
Subject to expenditure for specified purpose:		
Economic support specialist	\$ -	\$ 5,000
Dog park	<u>1,610</u>	<u>-</u>
TOTAL NET ASSETS WITH DONOR RESTRICTIONS	<u>\$ 1,610</u>	<u>\$ 5,000</u>

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or by occurrence of the passage of time or other events specified by the donors as follows for the years ended December 31:

	<u>2022</u>	<u>2021</u>
Expiration of time restrictions	\$ -	\$ 17,640
Satisfaction of purpose restriction:		
Economic support specialist	<u>5,000</u>	<u>-</u>
TOTAL RESTRICTIONS RELEASED	<u>\$ 5,000</u>	<u>\$ 17,640</u>

NOTE 8 - Defined Contribution Benefit Plan

The Organization sponsors a defined contribution plan covering all eligible employees. The Organization makes matching contributions to the plan each year not to exceed 3% of plan participants' compensation. Total expense for the years ended December 31, 2022 and 2021 was \$11,084 and \$6,327, respectively.

ON BROADWAY, INC.
NOTES TO FINANCIAL STATEMENTS - Continued
DECEMBER 31, 2022 AND 2021

NOTE 9 - Leases

Lessee

The Organization leases office space under a long-term, non-cancelable operating lease agreement. The lease expires September 30, 2028 and provides for two extensions of five years each. The Organization did not include in the determination of right-of-use assets and lease liabilities the renewal options as the options are not reasonably certain to be exercised. The lease provides for increases in future minimum annual rental payments based on a defined schedule.

The weighted-average discount rate is based on the discount rate implicit in the lease, or if the implicit rate is not readily determinable from the lease, then the Organization elected the option to use the risk-free rate determined using a period comparable to the lease terms as the discount rate.

Total lease expense is as follows for the year ended December 31, 2022:

Operating lease expense	\$ 20,095
TOTAL	<u>\$ 20,095</u>

Other lease information is as follows for the years ended December 31, 2022:

Cash paid for amounts included in the measurement
of lease liabilities

Operating cash flows from operating leases	\$ 16,350
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Weighted-average remaining lease term in years

Operating leases	5.75
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Weighted-average discount rate

Operating leases	1.51%
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The future minimum lease payments under operating leases are as follows as of December 31, 2022:

2023	\$ 16,950
2024	17,550
2025	18,150
2026	18,750
2027	19,350
Thereafter	<u>14,850</u>
Total minimum lease payments	105,600
Less amounts representing interest	<u>4,524</u>
TOTAL LEASE LIABILITIES	<u>\$ 101,076</u>

ON BROADWAY, INC.
NOTES TO FINANCIAL STATEMENTS - Continued
DECEMBER 31, 2022 AND 2021

NOTE 9 - Leases - Continued

For the year ended December 31, 2021, the Organization accounted for leases under ASC Topic 840. Operating lease expense for the year ended December 31, 2021 was \$20,095. The Organization also leased equipment under agreements accounted for as capital leases. The economic substance of the leases are that the Organization is financing the acquisition of the assets through the leases, and accordingly, they are recorded in the Organization's assets and liabilities.

The following is an analysis of the leased assets included in property and equipment at December 31, 2021:

Server equipment	\$ 5,135
Less accumulated depreciation	<u>5,135</u>
TOTAL	<u>\$ -</u>

Lease depreciation is included in depreciation expense.

Lessor

Operating Leases (Lessor)

The Organization leases a building to office and retail customers. Initial lease terms generally range from month-to-month to five years with fixed lease payments ranging from \$300 per month to \$9,000 per month.

Leased property subject to operating leases at December 31, 2022, includes:

	<u>2022</u>
Building	\$ 2,099,716
Less accumulated depreciation	<u>40,379</u>
	<u>\$ 2,059,337</u>

Depreciation expense for leased property subject to operating leases is provided on the straight-line method over the estimated useful life of the property in amounts necessary to reduce the assets to their estimated residual values. Depreciation expense relating to leased property subject to operating leases was \$40,379 for 2022. Revenue from operating leases is included in rental revenue on the statements of activities.

NOTE 10 - In-Kind Contributions

The value of donated services and goods included as in-kind contributions in the financial statements and the corresponding expenses or assets for the years ended December 31, 2022 and 2021 are as follows:

	<u>2022</u>	<u>2021</u>
Advertising	\$ 4,220	\$ 61,918
Broadway District Beautification	5,043	6,440
Special events	220,972	6,633
Miscellaneous	<u>190</u>	<u>2,139</u>
TOTAL IN-KIND CONTRIBUTIONS	<u>\$ 230,425</u>	<u>\$ 77,130</u>

ON BROADWAY, INC.
NOTES TO FINANCIAL STATEMENTS - Continued
DECEMBER 31, 2022 AND 2021

NOTE 10 - In-Kind Contributions - Continued

The Organization receives contributed advertising that is reported using current rates for similar types of services.

Contributed special event services and supplies expenses, miscellaneous expenses and Broadway District Beautification expenses received by the Organization are recorded as in-kind contribution revenue with a corresponding increase to event expenses, organization expenses and promotion expenses, respectively. Donated goods are valued at the fair market value based on current market rates for similar services and items.

All contributed advertising, special event expenses and supplies were utilized by the Organization's programs and supporting services. There were no donor-imposed restrictions associated with the donated services and assets.

NOTE 11 - Paycheck Protection Program (PPP) Loan

The Organization was granted a \$51,485 loan under the second round of the PPP administered by a Small Business Administration (SBA) approved partner. The loan was uncollateralized and fully guaranteed by the Federal government. The Organization initially recorded the loan as a refundable advance and subsequently recognized grant revenue in accordance with guidance for conditional contributions, that is, once the measurable performance or other barrier and right of return of the PPP loan no longer existed. The Organization has recognized \$0 and \$51,485 as grant revenue for the years ended December 31, 2022 and 2021, respectively.

NOTE 12 - Employee Retention Credit

The Coronavirus Aid, Relief, and Economic Security Act (CARES Act) provided an employee retention credit (the Credit) which is a refundable tax credit against certain employment taxes of up to \$5,000 per employee for eligible employers. The credit is equal to 50% of qualified wages paid to employees, capped at \$10,000 of qualified wages through December 31, 2020. The Consolidated Appropriations Act of 2021 and the American Rescue Plan Act of 2021 (collectively the Acts) expanded the availability of the credit and extended the credit through the third quarter of 2021. The Acts increased the credit to 70% of qualified wages, capped at \$10,000 per quarter. During the year ended December 31, 2022, the Organization recorded a \$32,292 benefit related to the credit which is presented in the statements of activities as grant revenue. As of December 31, 2022, the Organization has a \$32,292 receivable balance related to the credits which is recorded as grants receivable on the Organization's statements of financial position.

NOTE 13 - Commitments

In June 2022, the Organization entered into a contract for campaign assistance for the Public Market for a total cost of \$44,000. Services began in June 2022. As of December 31, 2022, \$26,400 was paid towards the contract.

In September 2023, the Organization entered into a contract for architecture services for the Public Market for a total cost of \$628,000. In the event of termination by the Organization, progress payments for services rendered through such phase are due to the architect.

ON BROADWAY, INC.

**INDEPENDENT AUDITORS' REPORTS ON
COMMUNICATIONS WITH THOSE CHARGED WITH GOVERNANCE,
COMMUNICATION OF SIGNIFICANT DEFICIENCIES, A MATERIAL WEAKNESS
AND MANAGEMENT ADVISORY COMMENTS**

DECEMBER 31, 2022

ON BROADWAY, INC.

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DECEMBER 31, 2022

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Appendix B	Management Representation Letter

**INDEPENDENT AUDITORS' REPORT ON
COMMUNICATIONS WITH THOSE CHARGED WITH GOVERNANCE**

To the Board of Directors and Management
On Broadway, Inc.
Green Bay, Wisconsin

We have audited the financial statements of On Broadway, Inc. as of and for the year ended December 31, 2022, and have issued our report thereon dated December 18, 2023. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated January 9, 2023 our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of its respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of On Broadway, Inc. solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our comments regarding a material weakness, significant control deficiencies and other matters noted during our audit in separate letters to you dated December 18, 2023.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and our network firms have complied with all relevant ethical requirements regarding independence.

Significant Risks Identified

We have identified the following significant risks:

- Management Override of Controls – professional standards require the auditor to address the risk that management is in a unique position to override controls that otherwise appear to be operating effectively.
- Improper Revenue Recognition – professional standards require the auditor to presume that risks of fraud exist in revenue recognition.

We have designed our audit procedures to adequately address the significant risks identified.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by On Broadway, Inc. is included in Note 1 to the financial statements. As described in Note 1 to the financial statements, during the year, the Organization changed its method of accounting for leases by adopting FASB issued Accounting Standards Update 2016-02, *Leases*. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive estimates affecting the financial statements were:

Management's estimate of the useful lives of depreciable assets is based on the lives used in prior years on similar asset types and reviewing current additions in relation to the expected lives as expressed by the manufacturers or vendors from whom the asset was purchased.

The allocation of expenses is based on estimates of employee time spent on each function as determined by employees.

Management's estimate of in-kind donations is based on the estimated fair value of the goods or services received.

Management's estimate of the discount on leases is based on the risk-free rate using a period comparable to the lease terms.

We evaluated the key factors and assumptions used to develop these estimates and determined that they are reasonable in relation to the basic financial statements taken as a whole.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting On Broadway, Inc.'s financial statements relate to liquidity and availability, notes payable, commitments, and net assets.

Significant Unusual Transactions

For purposes of this communication, professional standards require us to communicate to you significant unusual transactions identified during our audit. We have not identified any significant unusual transactions during the audit.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. Uncorrected misstatements or matters underlying those uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even though the uncorrected misstatements are immaterial to the financial statements currently under audit. Management has corrected all identified misstatements.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. The material misstatements (and other adjustments) that we identified as a result of our audit procedures were brought to the attention of, and corrected by, management and are listed in Appendix A.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to On Broadway, Inc.'s financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Circumstances that Affect the Form and Content of the Auditors' Report

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditors' report.

- **Emphasis-of-Matter:** As discussed in Note 1 to the financial statements, the Organization adopted new accounting guidance in accordance with Accounting Standards Codification Topic 842, *Leases*.

Representations Requested from Management

We have requested certain written representations from management, which are included in the attached letter dated December 18, 2023.

Management's Consultations with Other Accountants

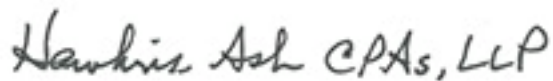
In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings or Issues

In the normal course of our professional association with On Broadway, Inc., we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating conditions affecting the entity, and operating plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as On Broadway, Inc.'s auditors.

This report is intended solely for the information and use of the Board of Directors and management of On Broadway, Inc. and is not intended to be and should not be used by anyone other than these specified parties.

HAWKINS ASH CPAS, LLP

A handwritten signature in dark ink that reads "Hawkins Ash CPAs, LLP". The signature is written in a cursive, flowing style.

Green Bay, Wisconsin
December 18, 2023

**INDEPENDENT AUDITORS' REPORT ON COMMUNICATION
OF SIGNIFICANT DEFICIENCIES AND A MATERIAL WEAKNESS**

To the Board of Directors and Management
On Broadway, Inc.
Green Bay, Wisconsin

In planning and performing our audit of the financial statements of On Broadway, Inc. (the "Organization") as of and for the year ended December 31, 2022, in accordance with auditing standards generally accepted in the United States of America, we considered On Broadway, Inc.'s internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weaknesses and therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified a certain deficiency in internal control that we consider to be a material weakness and other deficiencies that we consider to be significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the Organization's financial statements will not be prevented, or detected and corrected, on a timely basis. A reasonable possibility exists when the likelihood of an event occurring is either reasonably possible or probable as defined as follows:

- *Reasonably possible.* The chance of the future event or events occurring is more than remote but less than likely.
- *Probable.* The future event or events are likely to occur.

We consider the following deficiency in On Broadway, Inc.'s internal control to be a material weakness:

Material Audit Adjustments

During our audit, we noted several audit adjustments, some of which were material that needed to be recorded in order for the financial statements to be in accordance with generally accepted accounting principles. We recommend the Organization develop a process to ensure transactions are being properly recorded throughout the year. We recommend reviewing the current year audit adjustments and attempt to adjust accounts to actual next year end. This will ensure the board is reviewing the most accurate and complete financial statements on a monthly basis.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the following deficiencies in On Broadway, Inc.'s internal control to be significant deficiencies:

Management Responsibility for Preparation of Financial Statements

Adequate internal controls necessitate personnel (management or others) of your Organization have adequate training and knowledge that would enable you to prepare financial statements (and footnotes) in accordance with generally accepted accounting principles (GAAP). The training and knowledge of your personnel limits your ability to prepare GAAP basis financial statements. This weakness could result in the possibility of undetected errors or irregularities. Without additional training of personnel adequate internal control is not possible.

Segregation of Duties

The size of the Organization's administrative staff limits the amount of duties which can be properly segregated. We noted cash is received and deposited by the same individual, bank reconciliations are prepared by someone who also handles cash, and invoice entry, check preparation, and check mailing are done by the same individual. This lack of segregation of duties could result in the possibility of undetected errors or irregularities. Without a larger staff, an ideal internal control system is not possible. We need to make you aware of this deficiency or control weakness even though it may not be practical to correct with the addition of more staff. We noted the Organization uses several other controls to help compensate for this deficiency or control weakness, such as requiring a monthly review of bank statements and bank reconciliations by the Treasurer and requiring checks be signed by someone other than the accountant.

This communication is intended solely for the information and use of the Board of Directors and management of On Broadway, Inc. and is not intended to be and should not be used by anyone other than these specified parties.

HAWKINS ASH CPAS, LLP

A handwritten signature in dark ink that reads "Hawkins Ash CPAs, LLP". The signature is written in a cursive, flowing style.

Green Bay, Wisconsin
December 18, 2023

MANAGEMENT ADVISORY COMMENTS

To the Board of Directors and Management
On Broadway, Inc.
Green Bay, Wisconsin

In planning and performing our audit of the financial statements of On Broadway, Inc. (the "Organization") for the year ended December 31, 2022, in accordance with auditing standards generally accepted in the United States of America, we considered the Organization's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control.

However, during our audit we became aware of several matters that are opportunities for strengthening internal controls and operating efficiency. A separate letter dated December 18, 2023 contains our communication of significant deficiencies and a material weakness in the Organization's internal control. This letter does not affect our report dated December 18, 2023 on the financial statements of On Broadway, Inc.

We will review the status of these comments during our next audit engagement. We have already discussed these comments and suggestions with various Organization personnel, and we will be pleased to discuss them in further detail at your convenience, to perform an additional study of these matters, or to assist you in implementing the recommendations. Our comments are summarized as follows:

Cost Allocation Policy

Under Accounting Standards Updated 2016-14, Not-for-Profit Entities (Topic 958) - *Presentation of Financial Statements of Not-for-Profit Entities*, organizations are required to present a statement of functional expenses to allocate costs between functional categories using an appropriate and reasonable allocation methodology. The Organization does not have a cost allocation policy for allocating expenses between its program and supporting activities. The functional expense allocation is a necessary process in preparing the Organization's financial statements. The current allocation is based on management's estimate of a percentage of costs attributable to each function. There is no documentation supporting the percentages used in the allocation. We recommend the Organization create a cost allocation policy and then allocate functional expenses according to the new policy. We also recommend the Organization educate personnel on the definitions of the functional categories: program, management and general, and fundraising and ensure a reasonable methodology is implemented to allocate expenses by a functional category for those that will be allocated by a wage analysis (ie. a time study).

Employee Handbook

Currently, the Organization does not have an employee handbook. An employee handbook should include specific policies such as accrued vacation and employee reimbursements. We recommend the Organization document an employee handbook and provide it to all employees.

Gift Acceptance Policy

With the enhanced disclosure requirements under Accounting Standards Update 2020-07 (Topic 958) – *Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*, a formalized gift acceptance policy has become increasingly important. This policy will establish standards governing an organization's fiduciary stewardship over contributions and gifts received. At a minimum, the policy should include: 1) who has the authority to accept gifts, 2) the types of gifts that will (or won't) be accepted, 3) how non-cash gifts will be valued, 4) how various types of gifts will be utilized in the organization and 5) the protocol for gift receipts to donors. We recommend the Organization create a policy to define your current gift acceptance procedures.

Grant Management

During our review of grant funding and expenses, we noted the same expenses were claimed for two grants. We also noted expenses in the Profit and Loss by class for the 2022 Christkindlmarket totaled \$34,000 but total expenses claimed in the grant tracking document were \$44,800. The same expenses cannot be claimed for multiple grants. Also, it is important to accurately report expenses in the Profit and Loss by class by event and/or grant in order to track expenses related to each grant. In reviewing the Tourism grant agreement, we noted it states the grant would reimburse 50% of event expenses up to stated maximum amounts. Two of the grant spending categories did not have expenses equal to or greater than the maximum amounts. We recommend management review grant agreements for compliance and implement policies and procedures to ensure grant reporting and tracking is accurate going forward.

Old Fort Square Expenses

During our review of expenses, we noted the Organization is recording all expenses related to the Old Fort Square building in one expense account, rather than in natural expense accounts within a class. This causes the need for the expenses to be allocated to natural categories at the end of the year. We recommend the Organization record expenses in natural expense accounts under the Old Fort Square QuickBooks class.

Following the Capitalization Policy as Established

During our review of fixed assets, the Organization elected to capitalize a group of similar asset items as one asset. Individual costs of the items were under capitalization policy. However, the Organization's capitalization policy does not include capitalizing groups of similar items. Per discussion with management, the items would not be as useful as individual items. We recommend the Organization update the capitalization policy to be consistent with actual practices.

Payroll Tax Filings

During our testing of expenses, we noted the Organization did not have all four quarters of payroll tax filings on file. Per discussion with management, the prior bookkeeper did not retain copies and the Organization needed to request copies from the IRS. We recommend management obtain the copies and implement a policy to ensure all tax filings are retained.

Timely Depositing of Receipts

During our audit, we noted that the Organization utilizes the undeposited funds account within their accounting system to record receipts prior to depositing the funds to their bank account. It was noted that there were multiple instances where the receipts were not being deposited to the bank account for a significant time period after the receipt was received. We recommend that the Organization review their processes and procedures over this account in order to ensure the timely deposit of receipts to their bank account.

Bank Reconciliations

During our review of the bank reconciliations, we note the bank statement balance on the reconciliations for December 31, 2022 did not agree to the bank statement ending balance as of December 31, 2022. We recommend management review 2023 bank reconciliations to ensure they are reconciled accurately and ensure all future bank reconciliations are reconciled accurately as well.

This report is intended solely for the information and use of management, Board of Directors and others within the Organization and is not intended to be and should not be used by anyone other than these specified parties.

Hankins Ash CPAs, LLP

Green Bay, Wisconsin
December 18, 2023

APPENDIX A
ON BROADWAY, INC.
ADJUSTING JOURNAL ENTRIES

Client: **On Broadway, Inc.**
Engagement: **On Broadway, Inc.**
Period Ending: **12/31/2022**
Workpaper: **Adjusting Journal Entries Report**

Account	Description	Debit	Credit
Adjusting Journal Entries JE # 1			
To record depreciation expense			
60700	Depreciation	47,590.00	
12150	A/D Furniture and Equipment		47,590.00
Total		47,590.00	47,590.00
Adjusting Journal Entries JE # 2			
To record accrued interest.			
59001	Interest Expense	18,923.00	
20690	Accrued Interest		18,923.00
Total		18,923.00	18,923.00
Adjusting Journal Entries JE # 3			
To record WPS charges for December.			
60410	Utilities	9,205.00	
20000	Accounts Payable		9,205.00
Total		9,205.00	9,205.00
Adjusting Journal Entries JE # 4			
To record additional in-kind per supporting documentation.			
80400	IK - Events	1,450.00	
80400	IK - Events	2,095.00	
70000	IK - Revenue		1,450.00
70000	IK - Revenue		2,095.00
Total		3,545.00	3,545.00
Adjusting Journal Entries JE # 5			
To adjust equity for rounding.			
64950	Miscellaneous Event Expense	1.00	
32000	Unrestricted Net Assets		1.00
Total		1.00	1.00
Adjusting Journal Entries JE # 6			
To record accrued payroll for 2022 portion of 1/15/2023 payroll.			
60100	Salaries and Wages	7,788.00	
20750	Accrued Payroll		7,788.00
Total		7,788.00	7,788.00
Adjusting Journal Entries JE # 7			
To record current year adjustment for accrued vacation.			
60100	Salaries and Wages	2,502.00	
20750	Accrued Payroll		2,502.00
Total		2,502.00	2,502.00
Adjusting Journal Entries JE # 8			
To reclassify expenses under capitalization policy to proper account.			
60420	Repairs/Maintenance	1,713.00	
12100	Furniture and Equipment		1,713.00
Total		1,713.00	1,713.00

Account	Description	Debit	Credit
Adjusting Journal Entries JE # 9			
To record lease under ASC 842.			
60400	Rent	3,745.00	
HA17	Operating Lease ROU Asset	111,023.00	
HA 4	Prepaid Rent		13,692.00
HA18	Operating Lease Liability		101,076.00
Total		114,768.00	114,768.00
Adjusting Journal Entries JE # 10			
To reclassify construction costs for Phase 1 of Public Market to CWIP at			
12300	OFS Construction Work In Progress	90,052.00	
12058	OFS Improvements		90,052.00
Total		90,052.00	90,052.00
Adjusting Journal Entries JE # 11			
To reverse entry to rent that should have gone to miscellaneous expense			
40490	Miscellaneous	4,862.00	
60400	Rent		4,862.00
Total		4,862.00	4,862.00
Adjusting Journal Entries JE # 12			
To record rent payable and move prepaid rent to CY expense.			
60400	Rent	2,750.00	
60400	Rent	5,050.00	
10475	Prepaid Expenses		1,350.00
HA 6	Prepaid Vendor Balances		1,400.00
HA19	Rent Payable		5,050.00
Total		7,800.00	7,800.00
Adjusting Journal Entries JE # 13			
To reclassify expense by natural category for financial statement			
59001	Interest Expense	43,410.00	
60410	Utilities	58,514.00	
60420	Repairs/Maintenance	22,137.00	
60430	Insurance	990.00	
60630	Contracted Maintenance Labor	22,926.00	
67100	Property Taxes	46,503.00	
62050	211 N Broadway		194,480.00
Total		194,480.00	194,480.00
Adjusting Journal Entries JE # 14			
To record accrual for 50% of final billing to Graef Services related to			
12058	OFS Improvements	9,972.00	
20000	Accounts Payable		9,972.00
Total		9,972.00	9,972.00

Account	Description	Debit	Credit
Adjusting Journal Entries JE # 15			
To reversed accrual for deleted payroll.			
20750	Accrued Payroll	16,462.00	
10110	Nicolet Checking		11,658.00
20100	Payroll Liabilities		406.00
20200	Social Security Tax W/H		1,237.00
20250	Federal Income Tax W/H		1,560.00
20300	State Income Tax W/H		689.00
20490	Insurance liability		912.00
Total		16,462.00	16,462.00
Adjusting Journal Entries JE # 16			
To move O'Connor Connective to expense.			
61510	Fundraising Campaign	8,800.00	
10475	Prepaid Expenses		8,800.00
Total		8,800.00	8,800.00

APPENDIX B
ON BROADWAY, INC.
MANAGEMENT REPRESENTATION LETTER



December 18, 2023

Board of Directors

Barb LaMue
President

Kasha Huntowski
Secretary

Dru Carney
Treasurer

Gail McNutt
Past President

Garritt Bader
Linda Bova
Tommy Everman
Ryan Krumrie
Jackie Krutz
Ryan Martin
Heather Mueller
Brad Toll
Chad VanHandel
Manny Vasquez
Ken Wachter

Brian Johnson
Executive Director

On Broadway, Inc.
340 N Broadway, Suite 165
Green Bay, WI 54303

Ph. (920) 437-2531
info@onbroadway.org

downtowngreenbay.com

Hawkins Ash CPAs, LLP
520 N Broadway, Suite 250
Green Bay, WI 54303

Dear Hawkins Ash CPAs:

This representation letter is provided in connection with your audit of the financial statements of On Broadway, Inc., which comprise the statements of financial position as of December 31, 2022 and 2021, and the related statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the financial statements, for the purpose of expressing an opinion on whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm that to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves as of December 18, 2023.

Financial statements

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated January 9, 2023, for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.



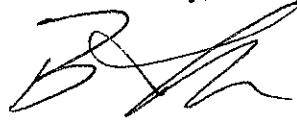
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.
- Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
- All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
- The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.
- We have complied with all contractual agreements, grants, and donor restrictions.
- We have maintained an appropriate composition of assets in amounts needed to comply with all donor restrictions.
- We have accurately presented the entity's position regarding taxation and tax-exempt status.
- The bases used for allocation of functional expenses are reasonable and appropriate.
- We have included in the financial statements all assets and liabilities under the entity's control.
- We have designed, implemented, and maintained adequate internal controls over the receipt and recording of contributions.
- Reclassifications between net asset classes are proper.
- The governing board's interpretations concerning whether laws place restrictions on net appreciation of donor-restricted endowments are reasonable and have been disclosed to you.
- Methods and significant assumptions used by management to determine fair values, their consistency in application, and the completeness and adequacy of fair value information for financial statement measurement and disclosure purposes are appropriate.
- With respect to the financial statements preparation services, tax preparation services, maintenance of fixed asset schedules, maintenance of lease schedules and calculation of employee retention credit, we have performed the following:
 - Made all management decisions and performed all management functions;
 - Assigned a competent individual to oversee the services;
 - Evaluated the adequacy of the services performed;
 - Evaluated and accepted responsibility for the result of the service performed; and
 - Established and maintained internal controls, including monitoring ongoing activities.

Information Provided

- We have provided you with:
 - Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters;
 - Additional information that you have requested from us for the purpose of the audit; and
 - Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
- All transactions have been recorded in the accounting records and are reflected in the financial statements.

- We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- We have provided to you our analysis of the entity's ability to continue as a going concern, including significant conditions and events present, and if necessary, our analysis of management's plans, and our ability to achieve those plans.
- We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
 - Management;
 - Employees who have significant roles in internal control; or
 - Others when the fraud could have a material effect on the financial statements.
- We have no knowledge of any allegations of fraud, or suspected fraud, affecting the entity's financial statements communicated by employees, former employees, analysts, regulators, or others.
- We have no knowledge of any noncompliance or suspected noncompliance with laws, regulations, contracts, and grant agreements whose effects should be considered when preparing financial statements.
- We are not aware of any pending or threatened litigation, claims, and assessments whose effects should be considered when preparing the financial statements and we have not consulted legal counsel concerning litigation, claims, or assessments.
- We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware.

On Broadway, Inc.

A handwritten signature in black ink, appearing to read 'BJ', is written over a horizontal line.

Brian Johnson
Executive Director



April 16, 2024

To Whom It May Concern

Re: On Broadway, Inc. 2022 Audit Report

As reported in our audit of On Broadway, Inc. (the Organization) for the year ended December 31, 2022, there was concern over the grant tracking and reporting for the JEM Grant from the Wisconsin Department of Tourism and the Tourism Grant from the City of Green Bay. We have not performed audit procedures on activity for 2023, and therefore are unable to conclude if this comment has been corrected. We did note the Organization hired a new Office Manager in 2023 who appears to be better qualified for the position.

Steps the Organization can take to correct this comment are as follows:

- Ensure classes in QuickBooks are accurate and all expenses are being coded to the correct class.
- Have one individual responsible for grant compliance, including submission of reimbursements for all grants.
- Ensure the individual responsible for grant compliance has all grant agreements and understands the expenses eligible to be claimed under each grant.
- Ensure grant reimbursements are being submitted timely.
- Have a process in place for an individual to review all grant submissions before they are submitted to ensure expenses are accurate and not being claimed under multiple grants.

It was also noted that there was concern about the bullet point related to managements' assessment of the risk of fraud in the management representation letter (see the attached representation letter). Generally accepted auditing standards (GAAS) require the auditor to obtain a management representation letter. During an audit, management makes many representations to the auditor, both oral and written, in response to specific inquiries or through the financial statements. Such representations from management are part of the audit evidence the auditor obtains, but is not a substitute for the application of those auditing procedures necessary to afford a reasonable basis for an opinion regarding the financial statements under audit. GAAS includes a sample management representation letter which is the basis for the letter obtained as part of our 2022 audit of the Organization. The bullet point in questions is management representing they disclosed any potential risks based on their internal assessment. It is not an acknowledgement that there is fraud. In addition, the management representation letter includes a bullet point that is specific to fraud for which management represented that they were not aware of any fraud.

If there are any other concerns, please feel free to contact me.

Thank you,

A handwritten signature in cursive script that reads "Briana Peters".

Briana Peters, CPA
Partner



Report to the Green Bay Plan Commission

MEETING DATE

May 7, 2024

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # O.2

To approve to rezone 715 Marquette Avenue from Office Residential (OR) District and Low-Density Residential (RI) District to Low-Density Residential (RI) District (ZP 24-09 Public hearing held 04.29.2024).

BACKGROUND

Primary Address: 715 Marquette Ave.

Aldersperson/District: Ald. Wery, District 8

Reason for Request: The proposed rezoning will best match the existing land use.

Surrounding Zoning and Land Uses:

Subject: Low-Density Residential (RI)/Office Residential (OR) | Single-Family Home

North: Office Residential (OR) | Empty Lot/Parking

South: Low-Density Residential (RI) | Single-Family Homes

East: Office Residential (OR) | Office Building

West: Community Center Commercial (C3) | Shopping Center Condominium

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan currently recommends Low-Density Residential uses for this parcel. This rezoning is consistent with this recommendation.

Report: The subject parcel is located at 715 Marquette Avenue. The parcel is 0.15 acres. The existing land-use is a single-family dwelling. The parcel has split zoning with a spite strip zoned Low-Density Residential (RI) and the remaining portion zoned Office Residential (OR). Spite strips are typically used to ensure buffers between residential and non-residential uses. However, this practice is out-of-date and the current zoning code addresses buffers sufficiently. The property to the north was previously a multi-family building that was demolished by the neighboring doctor's office and is intended for parking. There is no interest in future expansion involving the subject parcel. Furthermore, zoning code Sec. 44-615 lists single-family dwellings in an Office Residential district as a conditional use, compared to a permitted use in the Low-Density Residential district; thus, a rezone to RI is appropriate and is consistent with future land use as set forth by the city Comprehensive Plan.

Ald. Wery and neighbors within 200 feet have been notified of the meeting based on Plan Commission policy. No inquiries have been made as of the drafting of this report.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. ZP 24-09 Application pg I
2. ZP 24-09 Map
3. ZP 24-09 Street View
4. ZO ~~##-##~~ 715 Marquette



REQUEST FOR CITY ACTION PLAN COMMISSION

Community and Economic
Development Department
100 N. Jefferson Street, Rm 608
Green Bay, WI 54301-5026
(920) 448-3400 - phone
(920) 448-3426 - fax
www.greenbaywi.gov

Location of Property: 715 Marquette Ave Green Bay WI 54304

Parcel Number(s): 2-1089

Petitioner(s): _____ Date: _____

Email: _____ Phone Number: _____

Address: _____ City: _____ State: _____ Zip: _____

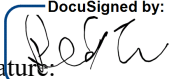
Property Owner: Linda Cramer Phone Number: 920-606-7250

Submit this Request Form and all required attachments to the Community and Economic Development Department, Room 608, City Hall

To: Honorable Mayor and Common Council, c/o City Clerk

I, Linda Cramer, respectfully request that the City of Green Bay take the following action:

- ☐ Rezone Property (\$375.00 Review Fee)
- ☐ Conditional Use and CUP Amendment, including Single Lot Duplexes (\$375.00 Review Fee)
- ☐ PUD and PUD Amendments (\$425.00 Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Subdivision Plat (\$150.00 + \$35.00 per Lot/Outlot Review Fee)
- ☐ Approve Preliminary Condominium Plat (\$250.00 + \$35.00 per Lot/Outlot/Lot Equivalent Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Certified Survey Map (\$250.00 Review Fee)
- ☐ Approve Final City/Extraterritorial Subdivision Plat (\$150.00 Review Fee)
- ☐ Approve Final Condominium Plat (\$150.00 Review Fee)
- ☐ Grant a City/Extraterritorial Subdivision/CSM Variance (\$150.00 Review Fee)
- ☐ Development District Map Amendment (\$200.00 Administration Fee)
- ☐ Official Map Amendment (\$200.00 Administration Fee)
- ☐ Plat of Right-of-Way (\$200.00 Administration Fee)
- ☐ Discontinue a Public Utility Easement (\$200.00 Administration Fee)
- ☐ Street Name Change (\$200.00 Administration Fee)
- ☐ Declare City Property "City Surplus" (\$200.00 Administration Fee)
- ☐ Vacate a Street/Alley/Pedestrian Way (\$300.00 Administration Fee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- ☐ Closure of Street/Alley/Pedestrian Way (\$300.00 Administration Fee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- ☐ Comprehensive Plan Amendments (\$275.00 Review Fee)
- ☐ Other (\$200.00 Administration Fee): _____

DocuSigned by:
Owner Signature:  Date: 4/1/2024
F0709C53B8A5439...

Petitioner Signature(s): _____

Checklist of required attachments:

- Map
- Legal Description
- Applicant Narrative Describing Project
- All Other Pertinent Information

For office use only:

Review Fee: _____ Receipt No.: _____ Zoning Petition No.: _____



 715 Marquette Avenue

 200' Notification Area



ZONING ORDINANCE NO. XX-XX

**AN ORDINANCE REZONING PROPERTY LOCATED AT
715 MARQUETTE AVE
FROM OFFICE RESIDENTIAL (OR) AND LOW-DENSITY RESIDENTIAL (R1)
TO LOW-DENSITY RESIDENTIAL (R1)
(ZP 24-09)**

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property, known as 715 Marquette Avenue (Parcel #2-1089), from Office Residential (OR) and Low-Density Residential (R1) to Low-Density Residential (R1):

LOT 3, BLOCK 1, ACCORDING TO THE RECORDED PLAT OF MEACHAM'S REDWOOD ADDITION, IN THE CITY OF GREEN BAY, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall not take effect until a public hearing is held hereon as provided by Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2024.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

sh:
Attachment – Location Map



Report to the Green Bay Plan Commission

MEETING DATE

May 7, 2024

PREPARED BY

Dena Mooney, Staff

AGENDA ITEM # O.3

To approve to rezone property from Business Park (BP) to Light Industrial (LI) at 1709 and 1745 Moraine Terrace (Parcels 6-58-I and 6-58-B-I) (ZP 24-13 Public hearing held 04.29.2024).

BACKGROUND

Reason for Request: The proposed rezoning will allow for common light industrial zoning of all properties owned by the applicant along Moraine Terrace and Morely Road and the expansion of secured, outdoor storage for Wisconsin Building Supply.

Surrounding Zoning and Land Uses:

Subject Property: Business Park (BP) | Industrial

North: Village of Howard | Mixed Residential

South: Low Density Residential, Light Industrial | Railroad, Single-Family Residential, Manufacturing

East: Business Park (BP), Light Industrial | Contractor Services, Manufacturing, Vacant

West: Low Density Residential (RI), Public Institutional (PI) | Vacant, Railroad, Institutional, Single-Family Residential

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan currently recommends light industrial uses.

Consistency Analysis: The proposed use of the subject property is compatible with the future land use map as Light Industrial (LI) is a compatible zoning district for the Light Industrial designation.

Report: This zone change application involves a 1.02-acre parcel at 1709 Moraine Terrace and a 16.28-acre parcel at 1745 Moraine Terrace.

Wisconsin Building Supply (WBS) currently operates a truss and wall-component production facility at 1745 Moraine Terrace. WBS desires to utilize two neighboring properties (vacant lot at 711 Morley Road and a smaller warehouse at 1709 Moraine Terrace), all under the same ownership, for use as additional secured outdoor storage.

The properties currently have different zoning designations. 1709 and 1745 Moraine Terrace are zoned Business Park (BP), and 711 Morley Road is zoned Light Industrial (LI). The applicant would like to have all the parcels be zoned LI. This would allow them the ability to combine parcels and expand their outdoor storage. In the BP district, outdoor storage areas shall not exceed 25% of the lot area. 1745 Moraine Terrace currently exceeds that number at approximately 51%. In the LI District, outdoor storage is permitted without a maximum limit but must be completely screened from any adjacent street, sidewalk, public walkway, public park, or residential property.

The future land use map identifies this area as Light Industrial, not Business Park. Since the rezone complies with the future land use map, staff supports the request.

Ald. B. Delie and neighbors within 400 ft. have been notified of the meeting based on Plan Commission policy. Ald. Delie did contact staff with a concern he received from a neighbor. The concern was regarding lighting and noise. The lights at 1745 Moraine Terrace are not in compliance with Article V, Div. 8, Sec. 44-495 (Lighting) and orders have been issued by the City. The lights must be brought into compliance regardless of the rezoning petition. Article III of Chapter 24 (Nuisances) would apply to any noise matters. Staff will require a photometric plan to be included with any future site plan applications.

RECOMMENDATION

Approval of the request to rezone the property from Business Park (BP) to Light Industrial (LI).

FISCAL IMPACT

ATTACHMENTS

1. ZP 24-13 Application
2. ZP 24-13 Narrative
3. ZP 24-13 Location Map
4. Draft ZO 08-24 1709_1745 Moraine Terrace BP to LI with map



REQUEST FOR CITY ACTION PLAN COMMISSION

Community and Economic
Development Department
100 N. Jefferson Street, Rm 608
Green Bay, WI 54301-5026
(920) 448-3400 - phone
(920) 448-3426 - fax
www.greenbaywi.gov

Location of Property: 1745 Moraine Terrace & 1709 Moraine Terrace, Green Bay, WI

Parcel Number(s): 6-58-B-1 & 6-58-1

Petitioner(s): US LBM, LLC 3009 dba Wisconsin Building Supply Date: 4/2/2024

Email: mike.petrina@wibuildingsupply.com Phone Number: 920-496-5094

Address: 1745 Moraine Terrace City: Green Bay State: WI Zip: 54303

Property Owner: Imbar, LLC Phone Number: 715-831-2106

Submit this Request Form and all required attachments to the Community and Economic Development Department, Room 608, City Hall

To: Honorable Mayor and Common Council, c/o City Clerk

I, Wisconsin Building Supply & Imbar, LLC, respectfully request that the City of Green Bay take the following action:

- ☒ Rezone Property (\$375.00 Review Fee)
- ☐ Conditional Use and CUP Amendment, including Single Lot Duplexes (\$375.00 Review Fee)
- ☐ PUD and PUD Amendments (\$425.00 Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Subdivision Plat (\$150.00 + \$35.00 per Lot/Outlot Review Fee)
- ☐ Approve Preliminary Condominium Plat (\$250.00 + \$35.00 per Lot/Outlot/Lot Equivalent Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Certified Survey Map (\$250.00 Review Fee)
- ☐ Approve Final City/Extraterritorial Subdivision Plat (\$150.00 Review Fee)
- ☐ Approve Final Condominium Plat (\$150.00 Review Fee)
- ☐ Grant a City/Extraterritorial Subdivision/CSM Variance (\$150.00 Review Fee)
- ☐ Development District Map Amendment (\$200.00 Administration Fee)
- ☐ Official Map Amendment (\$200.00 Administration Fee)
- ☐ Plat of Right-of-Way (\$200.00 Administration Fee)
- ☐ Discontinue a Public Utility Easement (\$200.00 Administration Fee)
- ☐ Street Name Change (\$200.00 Administration Fee)
- ☐ Declare City Property "City Surplus" (\$200.00 Administration Fee)
- ☐ Vacate a Street/Alley/Pedestrian Way (\$300.00 Administration Fee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- ☐ Closure of Street/Alley/Pedestrian Way (\$300.00 Administration Fee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- ☐ Comprehensive Plan Amendments (\$275.00 Review Fee)
- ☐ Other (\$200.00 Administration Fee): _____

Owner Signature:  JAN PETR, MANAGING MEMBER, IMBAR, LLC

Date: 4/1/24

Petitioner Signature(s): PetrinaM@uslbm.us

Digitally signed by PetrinaM@uslbm.us
DN: cn = PetrinaM@uslbm.us
Date: 2024.03.29 14:38:29 -0500

Checklist of required attachments:

- Map
- Legal Description
- Applicant Narrative Describing Project
- All Other Pertinent Information

For office use only:

Review Fee: _____

Receipt No.: _____

Zoning Petition No.: _____

Legal Description:

1745 Moraine Terrace: Lot 1 of Volume 42 CSM 35, Being Part of Lot 87 Fort Howard Military Reserve, City of Green Bay, Brown County, Wisconsin

1709 Moraine Terrace: Parcel 2 of Volume 6 Certified Survey Maps, Page 491, Map No. 1642 as Doc. No. 870906; said Map being part of Lot 87, according to the recorded Plat of Fort Howard Military Reserve, City of Green Bay, West side of Fox River, Brown County, Wisconsin

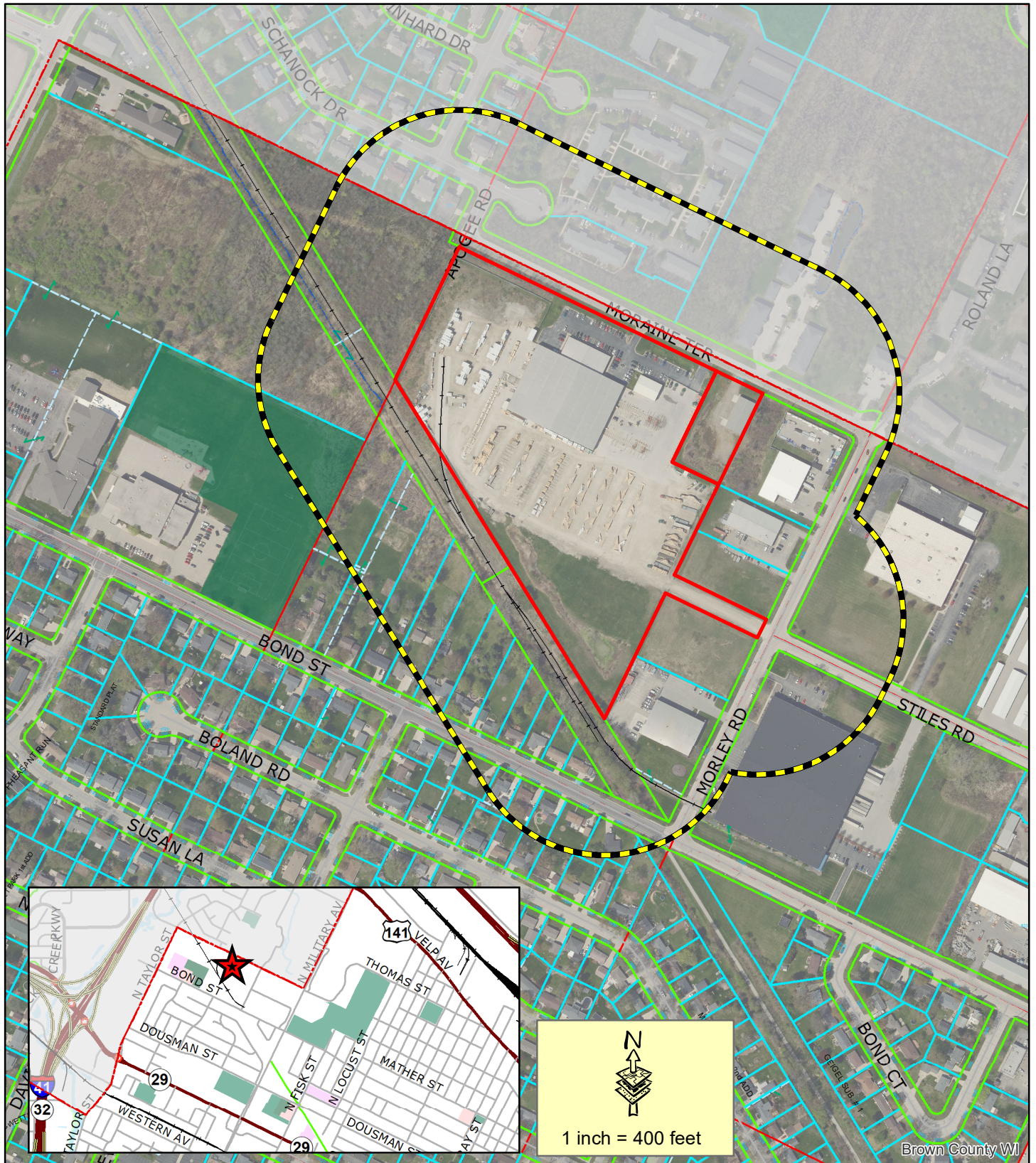
Narrative Describing Project:

Wisconsin Building Supply (WBS) currently operates a truss and wall-component production facility at 1745 Moraine Terrace, and this property has been utilized for a similar use since 2001, either by WBS, or a prior company. We are proud to employ over 90 team members currently at this facility, and help supply the building components needed to increase new housing supply in the greater Green Bay area and beyond.

WBS desires to most efficiently utilize two neighboring properties (vacant lot with address of 711 Morley Rd., and a smaller warehouse at 1709 Moraine Terrace), all under the same ownership, for use as additional secure outdoor storage, all with a screened-fence perimeter. The properties currently have different zoning designations (either BP – Business Park, or Light Industrial), and common zoning is sought for future use. From meetings with City staff, applicants believe the Light Industrial zoning best fits the long-term land-use plan, and current business use.

Maps of new fencing:

Maps of the two properties requiring fencing once the three properties are zoned the same and combined is included. The rough draft of the fencing for the 711 Morley property will need to be adjusted slightly for some setback limits and green space requirements. The fencing map for 1709 Moraine Terrace is closer to the final layout.



Brown County WI

- Subject Area
- 400' Property Owner Notice

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by DM.

Zoning Petition (ZP 24-13)
Rezone Subject Area
at 1709 and 1745 Moraine Terrace
from Business Park (BP) to Light
Industrial (LI)



ZONING ORDINANCE NO. 08-24

**AN ORDINANCE REZONING PROPERTY LOCATED AT
1709 AND 1745 MORAIN TERRACE FROM BUSINESS PARK DISTRICT
TO LIGHT INDUSTRIAL DISTRICT
(ZP 24-13)**

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS
FOLLOWS:

SECTION 1. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described properties, known as tax parcels 6-58-1 and 6-58-B-1 which are located at 1709 and 1745 Moraine Terrace from Business Park (BP) District to Light Industrial (LI) District.:

1709 MORAIN TERRACE (6-58-1)

PARCEL TWO (2), OF VOL. 6 CERTIFIED SURVEY MAPS, PAGE 491, MAP NO. 1642, AS DOCUMENT NO. 870906; SAID MAP BEING PART OF LOT EIGHTY-SEVEN (87), ACCORDING TO THE RECORDED PLAT OF FORT HOWARD MILITARY RESERVE, IN THE CITY OF GREEN BAY, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN.

1745 MORAIN TERRACE (6-58-B-1)

LOT ONE (1), VOL. 42, CERTIFIED SURVEY MAPS, PAGE 35, MAP NO. 6305; SAID MAP BEING PART OF LOT EIGHTY-SEVEN (87), ACCORDING TO THE RECORDED PLAT OF FORT HOWARD MILITARY RESERVE, IN THE CITY OF GREEN BAY, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall not take effect until a public hearing is held hereon as provided by Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

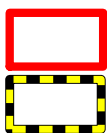
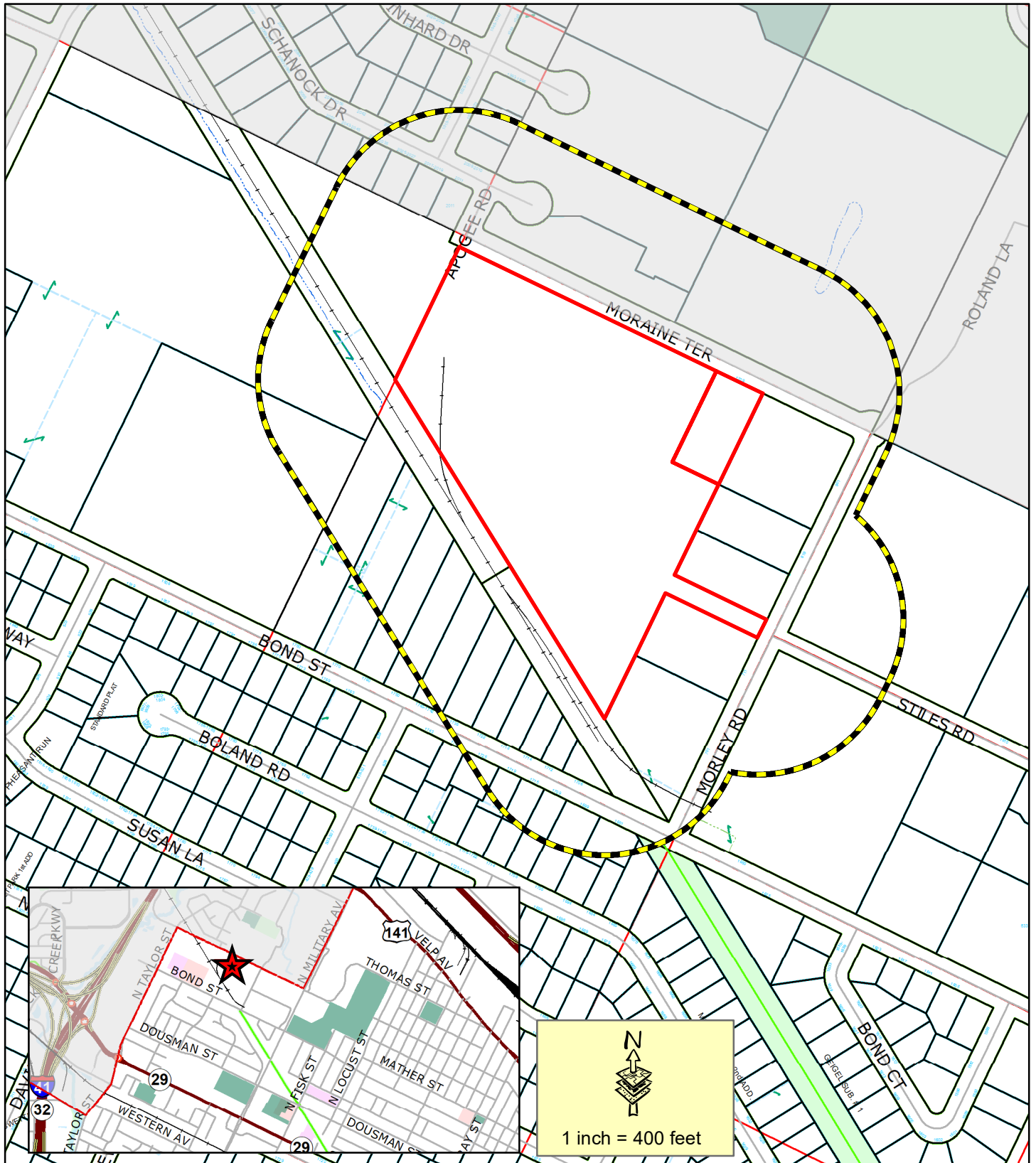
Dated at Green Bay, Wisconsin, this _____ day of _____, 2024.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, City Clerk



Subject Area

400' Property Owner Notice

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by DM.

Zoning Petition (ZP 24-13)
Rezone Subject Area
at 1709 and 1745 Moraine Terrace
from Business Park (BP) to Light
Industrial (LI)





Report to the Green Bay Plan Commission

MEETING DATE

May 7, 2024

PREPARED BY

Jon LeRoy, Zoning Administrator

AGENDA ITEM # O.4

To approve to rezone Parcel 21-7596 from Rural Residential District (RR) to General Commercial District (CI) at 3000 Block of Finger Rd (ZP 24-11 Public hearing held 04.29.2024).

BACKGROUND

Alderspersion/District: Ald. Jim Hutchison (District 2)

Reason for Request: The applicant would like to develop the subject parcel for commercial purposes, specifically for a drive-through restaurant on the eastern portion of the property and future commercial use on the remainder of the parcel.

Surrounding Zoning and Land Uses:

Subject: Rural Residential (RR) (Rezone) | Vacant

North: Low Density Residential (RI) | Single and Two Family Dwellings

South: Planned Unit Development (PUD) | Business Park

East: General Commercial (CI) | Vacant

West: Low Density Residential (RI) | Vacant

Comprehensive Plan: The 2022 Smart Growth Plan designates this area as commercial.

Consistency Analysis: The proposed use of the subject property is compatible with the future land use map as (CI) General Commercial is a compatible zoning for Commercial designation.

Report: This request is to facilitate the construction of a drive-through restaurant, Ziggy's Coffee. The vacant site is located on a three-sided parcel fronting East Mason Street, Ontario Road, and Finger Road.

The applicant is seeking to subdivide the 110,718 square foot property to create a smaller parcel with a Ziggy's Coffee at the east side of the property and leave the remaining part up for development. The comprehensive plan calls for this area to become commercial use. Recent years have seen development along this corridor start to flourish with the addition of Uncle Mike's Bakery to the west and approved plans to create a day care center, dental clinic, and strip commercial shopping center to the east.

The street frontage along all three sides of the property is connected by either arterial or connector streets; all of which are improved with urban curb and gutter and wide streets (Finger Road being the smallest curb to curb at ~37 feet wide).

While the applicant has a rezone to create the coffee shop, the entire parcel should be rezoned to accommodate proposed and future requests which fit within the comprehensive plan. CI is appropriate for the property as it permits a broad spectrum of commercial uses for the site which fits within the comprehensive plan and offers goods/services uses to the area. Other classifications such as (C2) or (C3) Highway Commercial/Community Center Commercial are considered by staff to be too intensive in this

area because of the size of the lots and the relative proximity to existing homes. Staff believes a CI designation is warranted.

Ziggy's has provided a conceptual future plan of the eastern portion of the property. Since the property is proposed to be a drive through commercial use, this use on the eastern portion of the property requires a conditional use permit. This request is a separate action which will be considered in ZP 24-12.

Ald. Hutchison, the McAuliffe Neighborhood Association and adjacent property owners within 400 feet of the site have been notified of the request. As of the drafting of this report, staff has received an inquiry into the development from a neighbor asking questions about the development. Xsite Real Estate hosted a neighborhood meeting regarding the rezone and CUP requests on April 10 from 4:30 to 5:30 pm at Mackinaws. Staff and developers were present. No members of the public attended.

RECOMMENDATION

Approval of the request to permit a rezone of the parcel from (RR) Rural Residential to (CI) General Commercial.

FISCAL IMPACT

ATTACHMENTS

1. ZP 24-11 and 12 Application
2. ZP 24-11, 12 Ziggi's Overview
3. ZP 24-11, 12 Ziggi's Coffee Narrative
4. ZP 24-11 Concept Site Plan
5. ZP 24-11 and 12 Street View
6. ZO 10-24 Draft Ord



REQUEST FOR CITY ACTION PLAN COMMISSION

Community and Economic
Development Department
100 N. Jefferson Street, Rm 608
Green Bay, WI 54301-5026
(920) 448-3400 - phone
(920) 448-3426 - fax
www.greenbaywi.gov

Location of Property: 3000 Block of Finger Rd & Mason St., Green Bay, WI

Parcel Number(s): 21-7596

Petitioner(s): Xsite Real Estate

Date: 3/13/24

Email: brettpaul@xsiterealestate.com

Phone Number: 6302583311

Address: 745 McClintock Dr., Suite 305

City: Burr Ridge

State: IL

Zip: 60527

Property Owner: 1st Security Credit Union

Phone Number: 920.993.9000

Submit this Request Form and all required attachments to the Community and Economic Development Department, Room 608, City Hall

To: Honorable Mayor and Common Council, c/o City Clerk

I, Brett Paul, respectfully request that the City of Green Bay take the following action:

- ☒ Rezone Property (\$375.00 Review Fee)
- ☒ Conditional Use and CUP Amendment, including Single Lot Duplexes (\$375.00 Review Fee)
- ☐ PUD and PUD Amendments (\$425.00 Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Subdivision Plat (\$150.00 + \$35.00 per Lot/Outlot Review Fee)
- ☐ Approve Preliminary Condominium Plat (\$250.00 + \$35.00 per Lot/Outlot/Lot Equivalent Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Certified Survey Map (\$250.00 Review Fee)
- ☐ Approve Final City/Extraterritorial Subdivision Plat (\$150.00 Review Fee)
- ☐ Approve Final Condominium Plat (\$150.00 Review Fee)
- ☐ Grant a City/Extraterritorial Subdivision/CSM Variance (\$150.00 Review Fee)
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- ☐ Plat of Right-of-Way (\$200.00 Administration Fee)
- ☐ Discontinue a Public Utility Easement (\$200.00 Administration Fee)
- ☐ Street Name Change (\$200.00 Administration Fee)
- ☐ Declare City Property "City Surplus" (\$200.00 Administration Fee)
- ☐ Vacate a Street/Alley/Pedestrian Way (\$300.00 Administration Fee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- ☐ Closure of Street/Alley/Pedestrian Way (\$300.00 Administration Fee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- ☐ Comprehensive Plan Amendments (\$275.00 Review Fee)
- ☐ Other (\$200.00 Administration Fee): _____

Fox Communities Credit Union, successor in interest to 1st Security Credit Union

Owner Signature: MF

Mitchell J. Musial, its General Counsel

Date: 4/3/2024

Petitioner Signature(s): Brett Paul - manager

Checklist of required attachments:

- Map
- Legal Description
- Applicant Narrative Describing Project
- All Other Pertinent Information

For office use only:

Review Fee: _____

Receipt No.: _____

Zoning Petition No.: _____



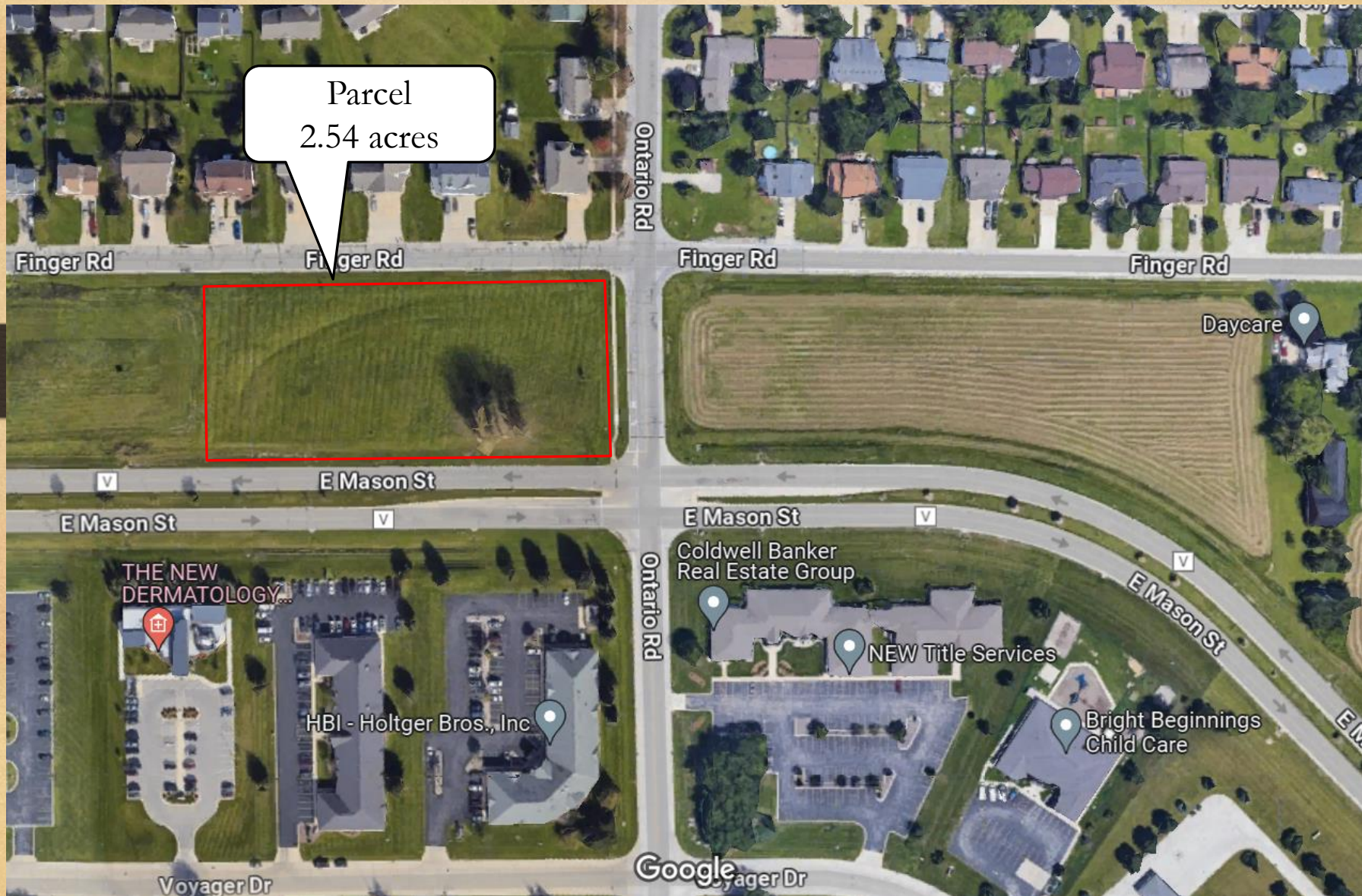
XSITE
REAL ESTATE

Ziggi's Coffee

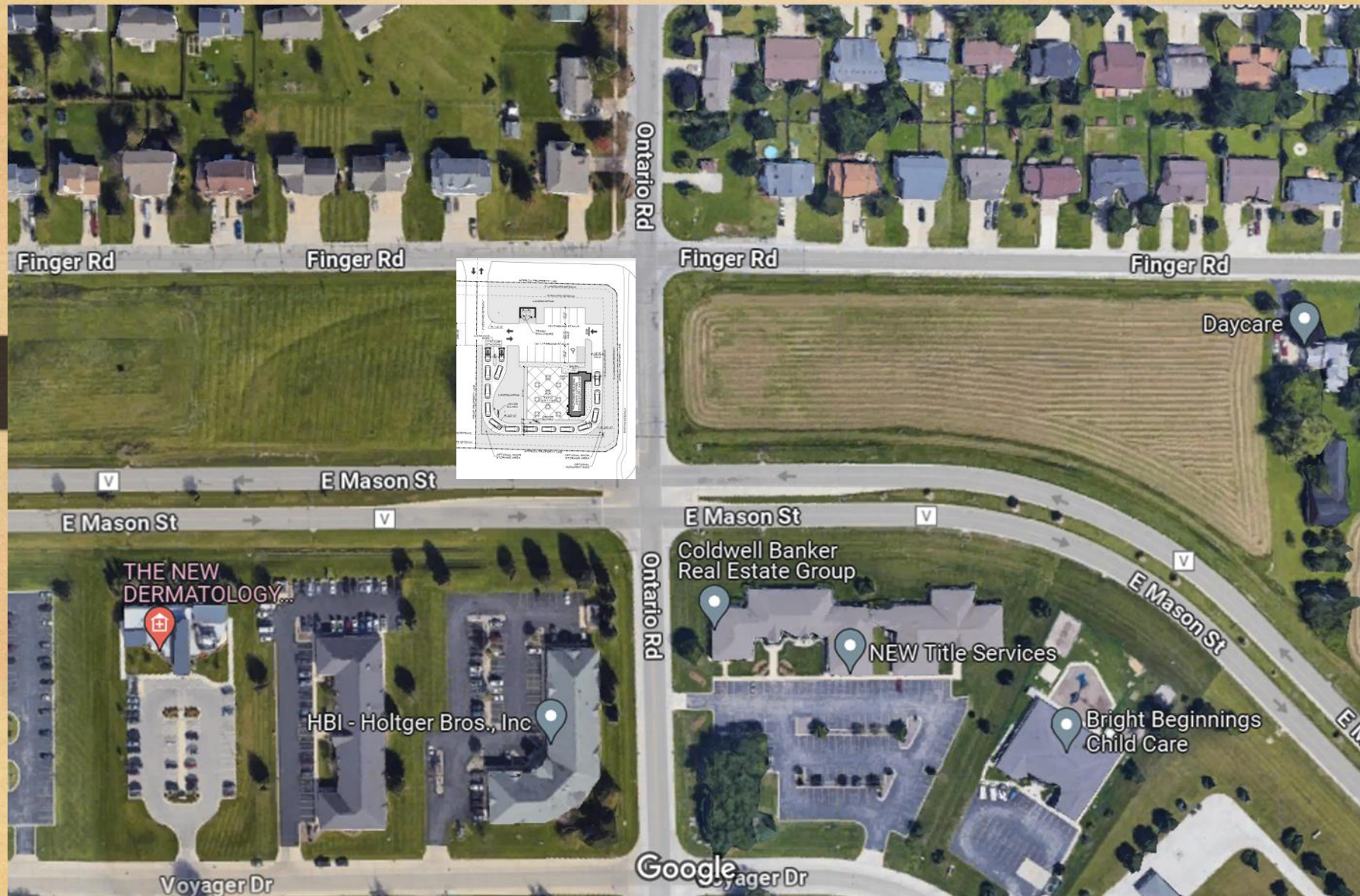


NWC Mason and Ontario, Green
Bay, WI

NWC Mason and Ontario, Green Bay, WI



NWC Mason and Ontario, Green Bay, WI



Proposal: Change of Zoning from Rural Residential to C-1 Zoning

Overview:

The property located at the northwest corner of Mason St. and Ontario Rd., spanning approximately 2.54 acres, presents a prime opportunity for responsible development that aligns with the city's vision for growth and economic vitality. We propose a change in zoning from Rural Residential to C-1 Zoning to facilitate the establishment of a community-oriented commercial space that will serve as a catalyst for positive transformation in the area.

Justification for Zoning Change:

1. Alignment with Comprehensive Plan: The city's comprehensive plan designates this area for commercial zoning, reflecting a strategic vision for the future development and prosperity of Green Bay. Our proposal is in direct accordance with this vision, ensuring consistency and adherence to long-term planning goals.

2. Economic Development: Introducing commercial zoning to the site will stimulate economic activity, create job opportunities, and contribute to the overall economic health of the community. The proposed Ziggi's Coffee shop, occupying 0.64 acres of the site, represents an initial investment in this vision, with potential for further commercial development on the remaining land.

3. Community Enhancement: The addition of a community-focused establishment like Ziggi's Coffee will provide residents with a convenient and inviting gathering place, fostering social interaction and community cohesion. Furthermore, the inclusion of a drive-thru, subject to conditional use approval, will enhance accessibility and convenience for patrons while mitigating potential traffic impact through thoughtful design and management.

Benefits to the Area:**Revitalization:**

By repurposing underutilized land for commercial use, we aim to revitalize the area and enhance its attractiveness to residents and visitors alike. The proposed development will breathe new life into the neighborhood, creating a vibrant destination that complements the surrounding context.

Community Engagement and Considerations:

Throughout the planning process, we have engaged with stakeholders and community members to solicit feedback and address any concerns. We are committed to transparency and collaboration, ensuring that the proposed development reflects the needs and aspirations of the local community.

Conclusion:

In conclusion, the requested zoning change from Rural Residential to C-1 Zoning represents a strategic opportunity to realize the full potential of the property at the corner of Mason St. and Ontario Rd. By embracing commercial development in accordance with the city's comprehensive plan, we can create a dynamic and inclusive environment that enhances the quality of life for all residents of Green Bay.

We respectfully urge the zoning board to support our proposal and approve the requested zoning change, paving the way for a vibrant and sustainable future for this important intersection.

Thank you for your consideration.



ZONING ORDINANCE NO. 10-24

**AN ORDINANCE REZONING PROPERTY LOCATED AT
THE 3000 BLOCK OF FINGER ROAD (PARCEL 21-7596)
FROM RURAL RESIDENTIAL (RR)
TO GENERAL COMMERCIAL (C1)
(ZP 24-11)**

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property, known as 300 block of Finger Road (Parcel 21-7596); from Rural Residential (RR) to General Commercial (C1)

LOT 1 OF VOLUME 47 CERTIFIED SURVEY MAPS, PAGE 89, MAP NO. 6975, SAID LOT BEING ALL OF LOT 1 OF VOLUME 46 CERTIFIED SURVEY MAPS, PAGE 314, MAP NO. 6296, SAID MAP BEING PART OF THE NE ¼ OF THE NE ¼ OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 21 EAST, IN THE CITY OF GREEN BAY, EAST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall not take effect until a public hearing is held hereon as provided by Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2024.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

jl:
Attachment – Location Map



Report to the Green Bay Plan Commission

MEETING DATE

May 7, 2024

PREPARED BY

Jon LeRoy, Zoning Administrator

AGENDA ITEM # O.5

To approve the request for a Conditional Use Permit to create a restaurant with drive-through in a (CI) General Commercial district at the 3000 Block of Finger Road (Parcel 21-7596), subject to the following conditions:

1. A site plan and applicable permit applications are submitted to the Department of Community and Economic Development for review and approval.
2. The property must be divided, and the drive-through use is only applicable to the easternmost parcel as proposed in the conceptual site plan.
3. A variance to permit a drive-through to allow the placement of drive-through windows or menu boards between the principal building and street must be approved by the Board of Appeals.
4. Landscaping along the northern boundary between the drive-through lane and the property line must include a screening of a minimum of four feet in height and 100 percent opaque on a year-round basis.
5. Hours of operations for drive usage is limited to 5:30am to 9:30pm daily.
6. Any signage facing north towards Finger Road shall not be illuminated.
7. Compliance with all the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit, including standard site plan review and approval.

(ZP 24-12 Public hearing held 04.29.2024).

BACKGROUND

Aldersperson/District: Ald. Jim Hutchison (District 2)

Reason for Request: The applicant would like to develop the subject parcel for a drive-through restaurant.

Surrounding Zoning and Land Uses:

Subject: Rural Residential (RR) (Rezone) | Vacant

North: Low Density Residential (RI) | Single and Two Family Dwellings

South: Planned Unit Development (PUD) | Business Park

East: General Commercial (CI) | Vacant

West: Low Density Residential (RI) | Vacant

Comprehensive Plan: The 2022 Smart Growth Plan designates this area as Commercial.

Consistency Analysis: While Ch. 66.1001 Wis. Stats. does not specifically require conditional uses to meet the consistency requirement, the proposed conditional use permit is consistent with the comprehensive plan. The proposed use of the subject property is compatible with and is not contradictory to the applicable recommended policy and the future land use map.

Report: This request is to facilitate the construction of a drive-through restaurant. The vacant site is

located at a three-sided parcel fronting East Mason Street, Ontario Road, and Finger Road. This site is a part of the requested rezone of the property from (RR) Rural Residential to (CI) General Commercial. Within the CI use requirements, a drive-through facility is a conditional use. The petitioner intends to split the parcel to create a smaller parcel for Ziggy's Coffee Shop and leave the remainder for future commercial development. The proposal includes a single story, 865 square foot coffee shop which would be used primarily for drive-through purposes. However, the coffee shop does have a walk-up window and a large outdoor patio, which the developer seeks to promote to the neighborhood as a walkable outdoor space to dine outside with their coffee shop products.

A drive-through lane is proposed to come off Finger Road, wrapping around the building counterclockwise. The pickup window is situated along the eastern building wall with the order speaker and menu board along the southern portion of the property. This places the areas of noise/exhaust pollution towards Mason Street and Ontario, rather than near the homes along Finger Road. The drive-through lane can hold up to 15 autos if each automobile, on average, is separated within 0–4 feet of one another. City code requires room for 3 stalls in front of the pick-up window and three behind a menu board. This design meets both standards.

Vehicular access to the site is provided through a shared drive along Finger Road. The shared drive would also be used as an access point to future development to the west. While the site has three sides, access is limited. East Mason Street is not available for ingress/egress due to existing access agreements along East Mason Street. Ontario Road cannot provide access as the intersection is too close to both Finger Road and East Mason Street. The site requires a drive entrance somewhere within its property. Because of the limitations on Mason and Ontario, a drive entrance must be placed somewhere along Finger. Inherently, the development will create ingress egress that faces out towards existing two-family residences. Staff believes the placement of the driveway in the location, nearly as far east as possible on the lot, is the best placement for a drive entrance.

The proposed site plan notes a landscape area along the north, south, and east property lines. The intent of a buffer separation is shown in the proposal. A detailed landscaping plan meeting regulations specific to Sec. 44-1966 (Perimeter parking lot landscaping) must be met with formal site plan review. These standards include a landscape buffer of at least 15 feet in width and the screening shall consist of either a masonry wall, fence, berm, plantings, or a combination thereof that forms a screen a minimum of three feet in height, and not less than 90 percent opaque on a year-round basis. Screening located along front and corner side yards is limited to three feet in height and must be at least 90 percent opaque on a year-round basis, and tree plantings of at least one canopy tree per 40 lineal feet of the perimeter of the parking lot. The landscaping code provides a good starting point to separate drive-through purposes from neighboring properties. However, staff recommend a higher threshold for this drive-through and northern parking area as headlights are facing north towards existing homes. With this in mind, staff recommends a screening formed no less than four feet in height and not less than 100 percent opaque on a year-round basis in the area where cars face north.

The landscaping code provides a good visual separation of auto uses from neighboring properties but does not address sound and light which emanates from drive-through uses. The drive-through area is approximately 175 linear feet away from the front of the nearest homes across Finger Road. This is comparable to the distance from drive-through order windows or menu boards to similar new drive-through restaurants located near neighborhoods on East Mason Street. Staff recommends limiting the hours of operation of the drive-through from 5:30am to 9:30pm. This is the same requirement placed on a similar request across the street.

This property will require a variance from the Board of Appeals at the May 20, 2024, meeting because of placement of drive-through windows or menu boards between the principal building and street. Typically, the Board of Appeals desires a conditional use permit to either be approved or in the process of approval before granting a variance. This timeline for both conditional use and variance is in alignment with those

actions.

Zoning Ordinance Section 44-83(e) establishes seven standards for the Plan Commission to consider when reviewing a conditional use permit:

1. The establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, or general welfare.
2. The establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
3. The conditional use, its exterior architectural design, and functional plan of any proposed structure will not be injurious to the use of other property in the immediate vicinity nor substantially diminish or impair property values within the surrounding neighborhood.
4. Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
5. Adequate measures have been or will be taken to provide ingress and egress and so designed as to minimize traffic congestion.
6. The conditional use shall have adequate parking facilities as specified in Article XVIII of this chapter.
7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located and all other applicable city ordinances.

Staff believes the use in conjunction with the proposed conceptual site plan meets the standards for a CUP for drive-through purposes. Staff believes the commercial site will inherently bring change to the neighborhood, but the specific use through the proposed design meets the standards for a conditional use permit.

Ald. Hutchison, the McAuliffe Neighborhood Association and adjacent property owners within 200 feet of the site have been notified of the request. As of the drafting of this report, staff has received an inquiry into the development from a neighboring property owner at the fore-mentioned Board of Appeals meeting. The neighbor had concerns about cueing of the drive-through potentially leading to traffic backed up on Finger Road and expressed concern for properties facing across from a drive entrance leaving the property.

RECOMMENDATION

Approval of the request, subject to:

1. A site plan and applicable permit applications are submitted to the Department of Community and Economic Development for review and approval.
2. The property must be divided, and the drive-through use is only applicable to the easternmost parcel as proposed in the conceptual site plan.
3. A variance to permit a drive-through to allow the placement of drive-through windows or menu boards between the principal building and street must be approved by the Board of Appeals.
4. Landscaping along the northern boundary between the drive-through lane and the property line must include a screening of a minimum of four feet in height and 100 percent opaque on a year-round basis.
5. Compliance with all the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit, including standard site plan review and approval.

FISCAL IMPACT

ATTACHMENTS

1. ZP 24-11 and 12 Application
2. ZP 24-11 and 12 Location Map
3. ZP 24-11, 12 Ziggi's Coffee Narrative
4. ZP 24-11, 12 Ziggi's Overview
5. ZP 24-11 Concept Site Plan

6. ZP 24-11 and 12 Street View
7. ZP 24-12 Draft Resolution CUP 3000 Block Finger Road



REQUEST FOR CITY ACTION PLAN COMMISSION

Community and Economic
Development Department
100 N. Jefferson Street, Rm 608
Green Bay, WI 54301-5026
(920) 448-3400 - phone
(920) 448-3426 - fax
www.greenbaywi.gov

Location of Property: 3000 Block of Finger Rd & Mason St., Green Bay, WI

Parcel Number(s): 21-7596

Petitioner(s): Xsite Real Estate

Date: 3/13/24

Email: brettpaul@xsiterealestate.com

Phone Number: 6302583311

Address: 745 McClintock Dr., Suite 305

City: Burr Ridge

State: IL

Zip: 60527

Property Owner: 1st Security Credit Union

Phone Number: 920.993.9000

Submit this Request Form and all required attachments to the Community and Economic Development Department, Room 608, City Hall

To: Honorable Mayor and Common Council, c/o City Clerk

I, Brett Paul, respectfully request that the City of Green Bay take the following action:

- ☒ Rezone Property (\$375.00 Review Fee)
- ☒ Conditional Use and CUP Amendment, including Single Lot Duplexes (\$375.00 Review Fee)
- ☐ PUD and PUD Amendments (\$425.00 Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Subdivision Plat (\$150.00 + \$35.00 per Lot/Outlot Review Fee)
- ☐ Approve Preliminary Condominium Plat (\$250.00 + \$35.00 per Lot/Outlot/Lot Equivalent Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Certified Survey Map (\$250.00 Review Fee)
- ☐ Approve Final City/Extraterritorial Subdivision Plat (\$150.00 Review Fee)
- ☐ Approve Final Condominium Plat (\$150.00 Review Fee)
- ☐ Grant a City/Extraterritorial Subdivision/CSM Variance (\$150.00 Review Fee)
- ☐ Development District Map Amendment (\$200.00 Administration Fee)
- ☐ Official Map Amendment (\$200.00 Administration Fee)
- ☐ Plat of Right-of-Way (\$200.00 Administration Fee)
- ☐ Discontinue a Public Utility Easement (\$200.00 Administration Fee)
- ☐ Street Name Change (\$200.00 Administration Fee)
- ☐ Declare City Property "City Surplus" (\$200.00 Administration Fee)
- ☐ Vacate a Street/Alley/Pedestrian Way (\$300.00 Administration Fee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- ☐ Closure of Street/Alley/Pedestrian Way (\$300.00 Administration Fee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- ☐ Comprehensive Plan Amendments (\$275.00 Review Fee)
- ☐ Other (\$200.00 Administration Fee): _____

Fox Communities Credit Union, successor in interest to 1st Security Credit Union

Owner Signature: MF

Mitchell J. Musial, its General Counsel

Date: 4/3/2024

Petitioner Signature(s): Brett Paul - manager

Checklist of required attachments:

- Map
- Legal Description
- Applicant Narrative Describing Project
- All Other Pertinent Information

For office use only:

Review Fee: _____

Receipt No.: _____

Zoning Petition No.: _____

Proposal: Change of Zoning from Rural Residential to C-1 Zoning

Overview:

The property located at the northwest corner of Mason St. and Ontario Rd., spanning approximately 2.54 acres, presents a prime opportunity for responsible development that aligns with the city's vision for growth and economic vitality. We propose a change in zoning from Rural Residential to C-1 Zoning to facilitate the establishment of a community-oriented commercial space that will serve as a catalyst for positive transformation in the area.

Justification for Zoning Change:

1. Alignment with Comprehensive Plan: The city's comprehensive plan designates this area for commercial zoning, reflecting a strategic vision for the future development and prosperity of Green Bay. Our proposal is in direct accordance with this vision, ensuring consistency and adherence to long-term planning goals.

2. Economic Development: Introducing commercial zoning to the site will stimulate economic activity, create job opportunities, and contribute to the overall economic health of the community. The proposed Ziggi's Coffee shop, occupying 0.64 acres of the site, represents an initial investment in this vision, with potential for further commercial development on the remaining land.

3. Community Enhancement: The addition of a community-focused establishment like Ziggi's Coffee will provide residents with a convenient and inviting gathering place, fostering social interaction and community cohesion. Furthermore, the inclusion of a drive-thru, subject to conditional use approval, will enhance accessibility and convenience for patrons while mitigating potential traffic impact through thoughtful design and management.

Benefits to the Area:**Revitalization:**

By repurposing underutilized land for commercial use, we aim to revitalize the area and enhance its attractiveness to residents and visitors alike. The proposed development will breathe new life into the neighborhood, creating a vibrant destination that complements the surrounding context.

Community Engagement and Considerations:

Throughout the planning process, we have engaged with stakeholders and community members to solicit feedback and address any concerns. We are committed to transparency and collaboration, ensuring that the proposed development reflects the needs and aspirations of the local community.

Conclusion:

In conclusion, the requested zoning change from Rural Residential to C-1 Zoning represents a strategic opportunity to realize the full potential of the property at the corner of Mason St. and Ontario Rd. By embracing commercial development in accordance with the city's comprehensive plan, we can create a dynamic and inclusive environment that enhances the quality of life for all residents of Green Bay.

We respectfully urge the zoning board to support our proposal and approve the requested zoning change, paving the way for a vibrant and sustainable future for this important intersection.

Thank you for your consideration.



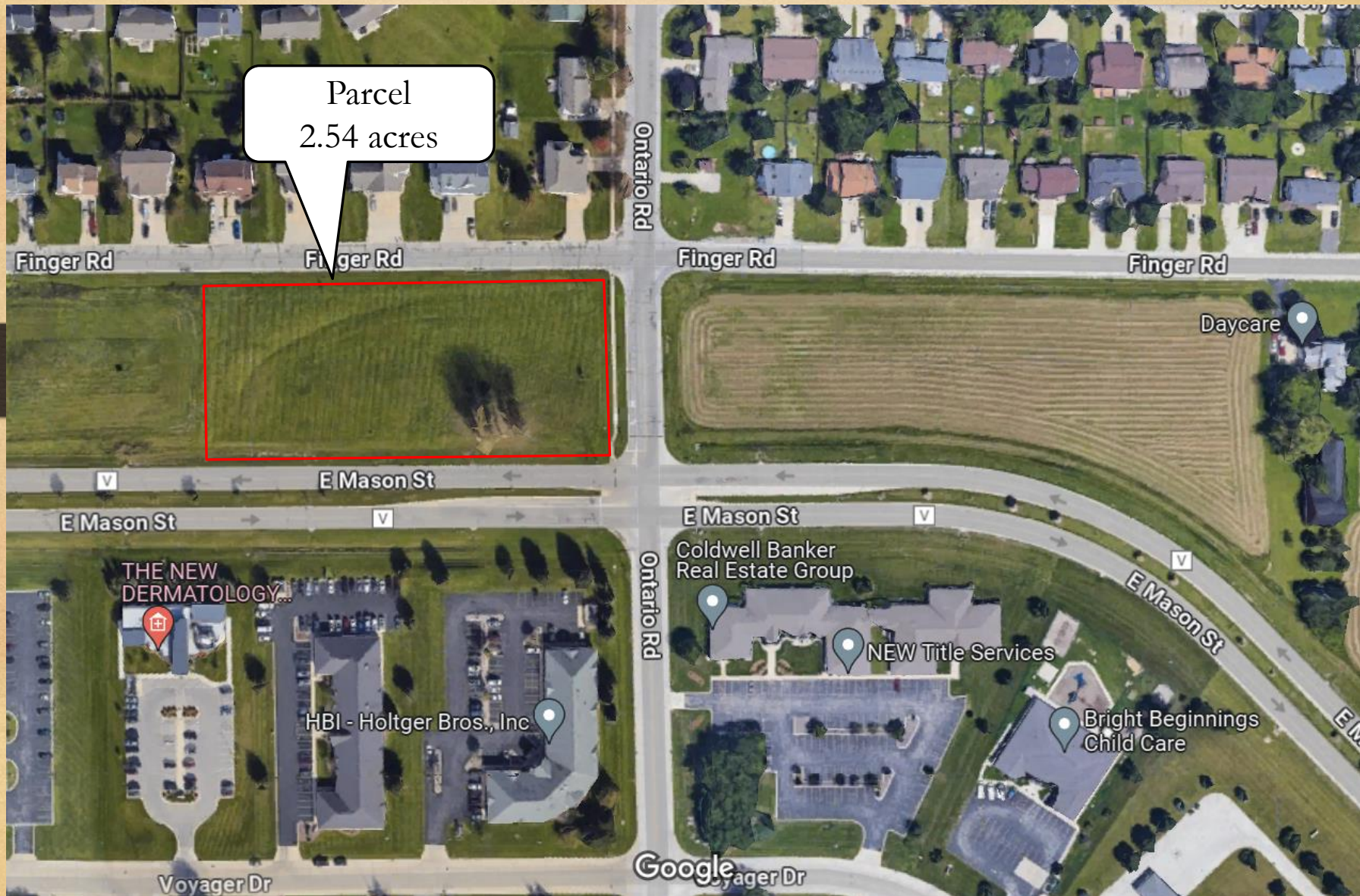
XSITE
REAL ESTATE

Ziggi's Coffee

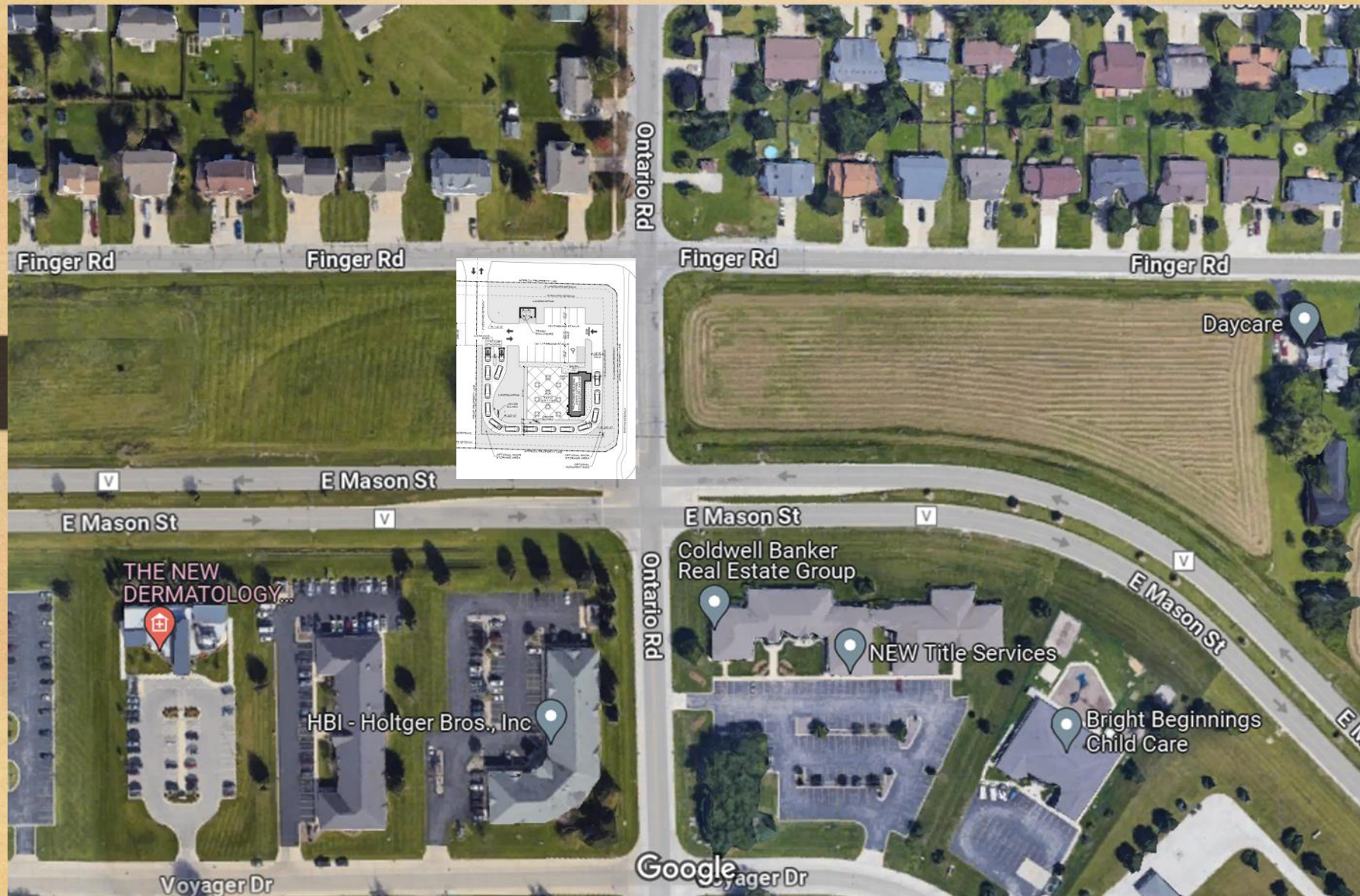


NWC Mason and Ontario, Green
Bay, WI

NWC Mason and Ontario, Green Bay, WI



NWC Mason and Ontario, Green Bay, WI





**RESOLUTION AUTHORIZING CONDITIONAL USE
PERMIT AT 3000 BLOCK OF FINGER ROAD (PARCEL 21-7596)
(ZP 24-12)**

May 7, 2024

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That, pursuant to Zoning Petition 24-12 and the recommendation of the Plan Commission on April 29, 2024, the City of Green Bay does authorize a Conditional Use Permit (CUP) for a drive-through restaurant at the following described property located at 3000 Block of Finger Road (Parcel 21-7596), submitted by Brett Paul of Xsite Real Estate; 1st Security Credit Union, property owner:

LOT ONE (1) OF CERTIFIED SURVEY MAPS, MAP NO. 9697, AS
DOCUMENT NO. 3051425, BEING PART OF THE NORTHWEST
QUARTER OF THE NORTHWEST QUARTER (NW ¼ OF NW ¼),
SECTION ELEVEN (11), TOWN TWENTY-THREE (23) NORTH,
RANGE TWENTY-ONE (21) EAST, IN THE CITY OF GREEN BAY,
BROWN COUNTY, WISCONSIN

Tax Parcel No. 21-7596

Said conditional-use permit shall be granted subject to:

1. A site plan and applicable permit applications are submitted to the Department of Community and Economic Development for review and approval.
2. The property must be divided and the drive-through use is only applicable to the eastern most parcel.
3. A variance to permit a drive through to allow the placement of drive-through windows or menu boards between the principal building and street must be approved by the Board of Appeals.
4. Landscaping along the northern boundary between the drive through lane and the property line must include a screening of a minimum of four feet in height and 100 percent opaque on a year-round basis.
5. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit, including standard site plan review and approval.

Adopted _____

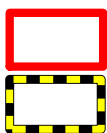
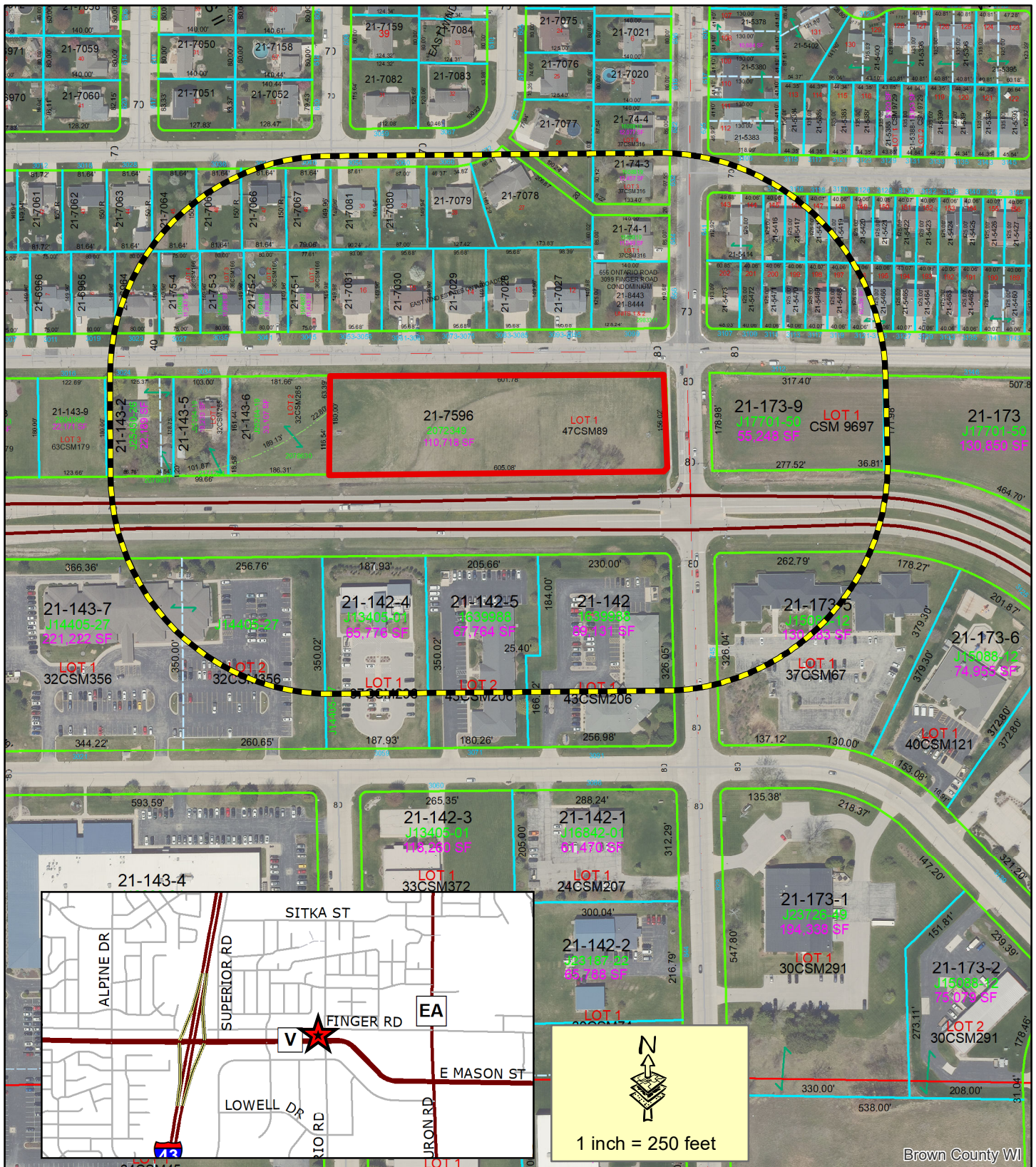
Approved _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk

JL

Attachment – Map



Subject Area

400' Property Owner Notice

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by DM.

Zoning Petitions **(ZP 24-11 and ZP 24-12)** **Rezone and Conditional Use** **Permit at** **3000 Block of Finger Road**





Report to the Green Bay Plan Commission

MEETING DATE

May 7, 2024

PREPARED BY

Jon LeRoy, Zoning Administrator

AGENDA ITEM # O.6

To approve a Conditional Use Permit to allow the use of a fuel/gas/service station, convenience store, and car wash facility in a Community Center Commercial District (C3) at 1007 and 1009 West Mason Street (Parcels 2-1260 and 2-1187), subject to the following conditions:

1. A site plan and applicable permit applications are submitted to the Department of Community and Economic Development for review and approval.
2. No driveway access permitted along the southern property line.
3. Limit car wash operations to the hours of 7:00am - 9:00pm daily.
4. Combine both parcels into a single parcel. (2-1260, 2-1187)
5. Permit a single driveway entry entering off Gross Avenue and remove any existing driveway curb cuts along Gross Avenue which do not serve a new single driveway entry point off of Gross Avenue.
6. Screening along the right of way of Gross Court and along the right of way of Gross Avenue from the intersection of Gross Court to the southern drive entrance to the property via Gross Avenue shall have a screening containing a masonry wall, fence, berm, plantings, or a combination thereof that forms a screen of four feet in height and 100 percent opaque on a year-round basis.
7. Compliance with all the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit, including standard site plan review and approval.

(ZP 24-10 Public hearing held 04.29.2024).

BACKGROUND

Aldersperson/District: Ald. Brian Johnson (District 9)

Reason for Request: The applicant would like to develop the subject parcels into a Kwik Trip Convenience Store with a car wash component.

Surrounding Zoning and Land Uses:

Subject: Community Center Commercial (C3) | Strip Mall with Vacancies

North: General Commercial (C1) General Industrial (GI) | LaForce Industrial

South: Low Density Residential (RI) | Single- and Two-Family Residences

East: Low Density Residential (RI) | Single Family Residences

West: Office-Residential (OR) | Counseling Offices

Comprehensive Plan: The 2022 Smart Growth Plan designates this area as Commercial.

Consistency Analysis: While Ch. 66.1001 Wis. Stats. does not specifically require conditional uses to meet the consistency requirement, the proposed conditional use permit is consistent with the comprehensive plan. The proposed use of the subject property is compatible with and is not contradictory to the applicable recommended policy and the future land use map.

Report: Seth Waddell of Kwik Trip has requested city action to pursue the development of a convenience

store with a car wash at the former Bay Center and Subway located at the southeast corner of West Mason Street and Gross Avenue. Kwik Trip intends to redevelop two parcels at 1007 and 1009 West Mason (Parcels 21-1260 and 21-1187).

The existing site consists of three buildings. The largest building currently faces West Mason Street with service entrances on the south side of the building, fronting Gross Court. The second-largest building is currently located in the southeastern area of the main parcel with a large service entrance located off Gross Court. This building tucked in the southeast corner of the strip center typically had four tenants. A final shop on a separate parcel has been located in the northeastern part of the proposed development. The last tenant at this location was a Subway restaurant.

Kwik Trip is seeking to change the use and design of the 2.83 acre properties to a single convenience store with attached car wash. Convenience stores, fuel stations, and car washes are conditional uses within the Community Center Commercial districts. Kwik Trip has supplied plans. Key highlights of the plans include a single building individually, with one drive entrance proposed to come off each surrounding street (West Mason, Gross Avenue, and Gross Court).

Operations

Kwik Trip is seeking to create a convenience store with fuel operations, both of which are conditional uses within the C3 district. The proposal includes 10 fueling pumps with a canopy coming off Gross Avenue with the store facing both West Mason and Gross Avenue. Behind and to the side of the store, an attached car wash is proposed. The site has adequate parking and includes more greenspace than the existing site with a new stormwater management area located on the eastern portion of the property, alongside single family homes directly adjacent. The existing site has a slight loss of elevation from west to east. The addition of the storm water pond brings a net positive to neighboring residents who have had sheathing from the large asphalt lot lacking storm water facilities in its current state.

The store will sell typical items found at Kwik Trip, providing another limited fresh food and bakery option for the neighborhood. Kwik Trip intends on operating the main store for 24 hours a day.

Traffic and Drive Openings

The site has a typical traffic count of approximately 22,400-22,700 vehicles per day along West Mason Street (WisDOT Traffic Counts). The site is located at a midpoint between the controlled Oneida/W Mason intersection and 12th/W Mason intersection. DPW did not feel a TIA (Traffic Impact Analysis) was needed for this development based on the location of Gross Avenue being the location at the mid-point of the two controlled intersections and the designation of West Mason Street being a state highway with larger arterial capacity on the road. The location of the driveway on West Mason is near the existing location of the driveway into the existing strip center. The proposed location on Gross Avenue is located at a central location between West Mason and Gross Court. This is an ideal location for the driveway. Additionally, the single entry point is an improvement to the existing two entry points located on Gross Avenue in present day. Finally, a third driveway entrance is proposed on Gross Court. The location itself does not meet standards for location of a driveway as it is less than 155 feet from the nearest intersection to the west and is not in compliance with Sec. 44-1698 (a.). During the February 2024 neighborhood meeting, the drive entrance was a concern voiced by a handful of the neighbors in attendance. Gross Court is a neighborhood street which is neither an arterial nor collector street. Given the site already has two entrances, staff recommends a condition to eliminate drive entrances off Gross Court and extend landscaping/buffer improvements across the southern property line. Additionally, site plans indicate an existing curb cut remaining on the northern part of Gross Avenue. This is not permitted by Chapter 44 and will need to be removed as a part of an approved site plan.

Lighting

A lighting and photometric plan has been provided by the applicant. Lighting standards permit semi-cutoff

and full cutoff lights to have a maximum illumination of one foot-candle at the property line. The submitted plans call for lights to have a maximum of 0.4 foot candles at the property line. Lighting plans appear to meet a balance of providing both sufficient lighting for the development and stopping light pollution at the property line.

Landscaping

Landscaping plans have been provided. A minimum 15-foot buffer area with landscaping is present throughout the property. A six-foot wood fence has been proposed along the eastern property line, thence clockwise along the southern property line to a proposed drive entrance. The southern property line directly adjacent to Gross Court has a curious position of being both front facing to Gross Court and the 'rear' of activity of the site. A four-foot buffer is required in this area to be made of either landscaping, berming plants (minimum of 90 percent opaque on a year-round basis), wall, fence or a combination thereof. Staff recommends a four-foot barrier (choice made by Kwik Trip) along the right-of-way of Gross Court, Gross Avenue, and West Mason Street and keeping a six-foot wooden fence in the side yards of the property.

Car wash

A car wash is a conditional use. The car wash is placed with traffic coming in along an east-west drive and then entering an attached car wash located along the eastern portion of the building and exiting towards West Mason. This design does a solid job of aligning vehicle movement and headlights to be parallel to the nearest homes and the exiting headlights facing towards West Mason. Given the size of the site and the relationship to the convenience store, this use is a practical compliment to the other conditional uses requested and staff recommends approval of the attached car wash with a condition added that car wash hours are limited to 7:00am – 9:00pm. This is in alignment with other car wash hours at similar Kwik Trip stations.

Zoning Ordinance Section 44-83(e) establishes seven standards for the Plan Commission to consider when reviewing a conditional use permit:

1. The establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, or general welfare.
2. The establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
3. The conditional use, its exterior architectural design, and functional plan of any proposed structure will not be injurious to the use of other property in the immediate vicinity nor substantially diminish or impair property values within the surrounding neighborhood.
4. Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
5. Adequate measures have been or will be taken to provide ingress and egress and so designed as to minimize traffic congestion.
6. The conditional use shall have adequate parking facilities as specified in Article XVIII of this chapter.
7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located and all other applicable city ordinances.

Staff believes the use in conjunction with the proposed conceptual site plan meets the standards for a CUP for convenience store purposes. Staff believes the commercial site will inherently bring change to the neighborhood, but the specific use through the proposed design meets the standards for a conditional use permit.

A neighborhood meeting for this project was held by the petitioners in February 2024 at the site of the proposed development in one of the vacant stores in the existing strip center. The meeting was attended by approximately 40 neighbors as well as Alders Johnson and Wery. The proposal received a mixed reaction from neighbors, who both had concerns and praise for the proposed new development. Concerns raised included traffic issues, noise/light pollution, and stormwater queries.

Ald. Johnson, the Marquette Park Neighborhood Association and adjacent property owners within 400 feet of the site have been notified of the request and the forthcoming Public Hearing. As of the drafting of this report, staff has not received additional comments beyond the neighborhood meeting in February.

RECOMMENDATION

Approval of the request, subject to:

1. A site plan and applicable permit applications are submitted to the Department of Community and Economic Development for review and approval.
2. No driveway access permitted along the southern property line.
3. Limit car wash operations to the hours of 7:00am - 9:00pm daily.
4. Combine both parcels into a single parcel. (2-1260, 2-1187)
5. Permit a single driveway entry entering off Gross Avenue and remove any existing driveway curb cuts along Gross Avenue which do not serve a new single driveway entry point off of Gross Avenue.
6. Compliance with all the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit, including standard site plan review and approval.

FISCAL IMPACT

ATTACHMENTS

1. ZP 24-10 Application
2. ZP 24-10 Narrative
3. ZP 24-10 Site Plan Info
4. ZP 24-10 Location Map
5. ZP 24-10 Street Views
6. ZP 24-10, LaForce Response
7. ZP 24-10 Draft Resolution CUP 1039 W Mason



REQUEST FOR CITY ACTION PLAN COMMISSION

Community and Economic
Development Department
100 N. Jefferson Street, Rm 608
Green Bay, WI 54301-5026
(920) 448-3400 - phone
(920) 448-3426 - fax
www.greenbaywi.gov

Location of Property: 1039 W Mason St, Green Bay, WI 54303

Parcel Number(s): 2-1187

Petitioner(s): Seth Waddell

Date: 3/26/24

Email: swaddell@kwiktrip.com

Phone Number: 608-793-4933

Address: 1813 Kramer Street

City: Lacrosse

State: WI

Zip: 54602

Property Owner: BAY CENTER INC

Phone Number: 920-435-0021

Submit this Request Form and all required attachments to the Community and Economic Development Department, Room 608, City Hall

To: Honorable Mayor and Common Council, c/o City Clerk

I, Seth Waddell, respectfully request that the City of Green Bay take the following action:

- ☐ Rezone Property (\$375.00 Review Fee)
- ☒ Conditional Use and CUP Amendment, including Single Lot Duplexes (\$375.00 Review Fee)
- ☐ PUD and PUD Amendments (\$425.00 Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Subdivision Plat (\$150.00 + \$35.00 per Lot/Outlot Review Fee)
- ☐ Approve Preliminary Condominium Plat (\$250.00 + \$35.00 per Lot/Outlot/Lot Equivalent Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Certified Survey Map (\$250.00 Review Fee)
- ☐ Approve Final City/Extraterritorial Subdivision Plat (\$150.00 Review Fee)
- ☐ Approve Final Condominium Plat (\$150.00 Review Fee)
- ☐ Grant a City/Extraterritorial Subdivision/CSM Variance (\$150.00 Review Fee)
- ☐ Development District Map Amendment (\$200.00 Administration Fee)
- ☐ Official Map Amendment (\$200.00 Administration Fee)
- ☐ Plat of Right-of-Way (\$200.00 Administration Fee)
- ☐ Discontinue a Public Utility Easement (\$200.00 Administration Fee)
- ☐ Street Name Change (\$200.00 Administration Fee)
- ☐ Declare City Property "City Surplus" (\$200.00 Administration Fee)
- ☐ Vacate a Street/Alley/Pedestrian Way (\$300.00 Administration Fee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- ☐ Closure of Street/Alley/Pedestrian Way (\$300.00 Administration Fee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- ☐ Comprehensive Plan Amendments (\$275.00 Review Fee)
- ☐ Other (\$200.00 Administration Fee): _____

Owner Signature: _____

Date: 3-26-2024

Petitioner Signature(s): _____

Seth Waddell

Digitally signed by Seth Waddell
DN: CN=Seth Waddell
Date: 2024.03.26 07:34:05-00'

Checklist of required attachments:

- Map
- Legal Description
- Applicant Narrative Describing Project
- All Other Pertinent Information

For office use only:

Review Fee: _____

Receipt No.: _____

Zoning Petition No.: _____



Store Engineering

PHONE 608-793-5555

FAX 608-781-8960

1626 Oak St., P.O. Box 2107

La Crosse, WI 54602

www.kwiktrip.com

March 26, 2024

Green Bay Planning & Development Department
Jon Leroy
100 North Jefferson Street
Green Bay, WI 54301

RE: Kwik Trip Store #1732

Dear Mr. Leroy:

This letter is intended to accompany the submittal for our application to the Green Bay Planning Department for the requested Site Development Plan Review. Please accept this letter as our request to be placed on the next available Meeting Agenda.

Kwik Trip, Inc. is proposing the construction of a convenience store with a single bay carwash and a 10-dispenser fueling canopy. Included within the submittal are a PDF of the Site Improvement Plans, Building and Canopy Elevations, Signage Plans, and the Storm Water Management Plan.

Operations

The requested hours of operation will be 24 hours for all uses. The type of products that will be sold will be similar to that of our existing stores throughout the mid-west: fresh produce, bakery and dairy, hot and cold food and beverages, fresh meat and groceries, tobacco products, lotto, convenience store merchandise, alcohol, gasoline, diesel, E-85, ice and propane. The outside merchandising of products is being requested next to the store (two ice chests and one propane cage) and underneath the proposed main canopy. To ensure that the freshest products are sold in our stores, we request that daily deliveries be allowed.

OUR MISSION

To serve our customers and community more effectively than anyone else by treating our customers, co-workers and suppliers as we, personally, would like to be treated, and to make a difference in someone's life.



Buildings, Architecture and Site Design

The architectural elements in this state-of-the-art building consist of a full brick cladding, standing seam metal roof, store front aluminum openings and stucco accents. Extensive landscaping, modern storm water facilities, monument and wall signage, customer and employee parking, concrete paving with curb and gutter are also included in the overall site design.

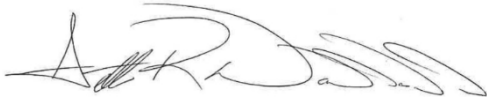
Investment in the City

This project will be a multi-million-dollar investment in the City of Green Bay. Not only in the physical improvements and development of a vacant parcel, but also an investment of approximately 25 to 30 new permanent jobs in the City. The projected payroll here is estimated to be approximately \$500,000 annually.

Community Partner

We pride ourselves in being an asset in the communities where we are located. Families can walk or ride their bikes to our stores. Retirees on fixed income can access fresh groceries like milk, eggs, bread and fruit just steps from their car. We take pride in giving back to the communities we serve with charitable donations and by partnering with local non-profits. Kwik Trip would be happy to provide any additional information or answer any questions or concerns the City of Green Bay may have with our submittal. Please feel free to call or email with any questions you may have.

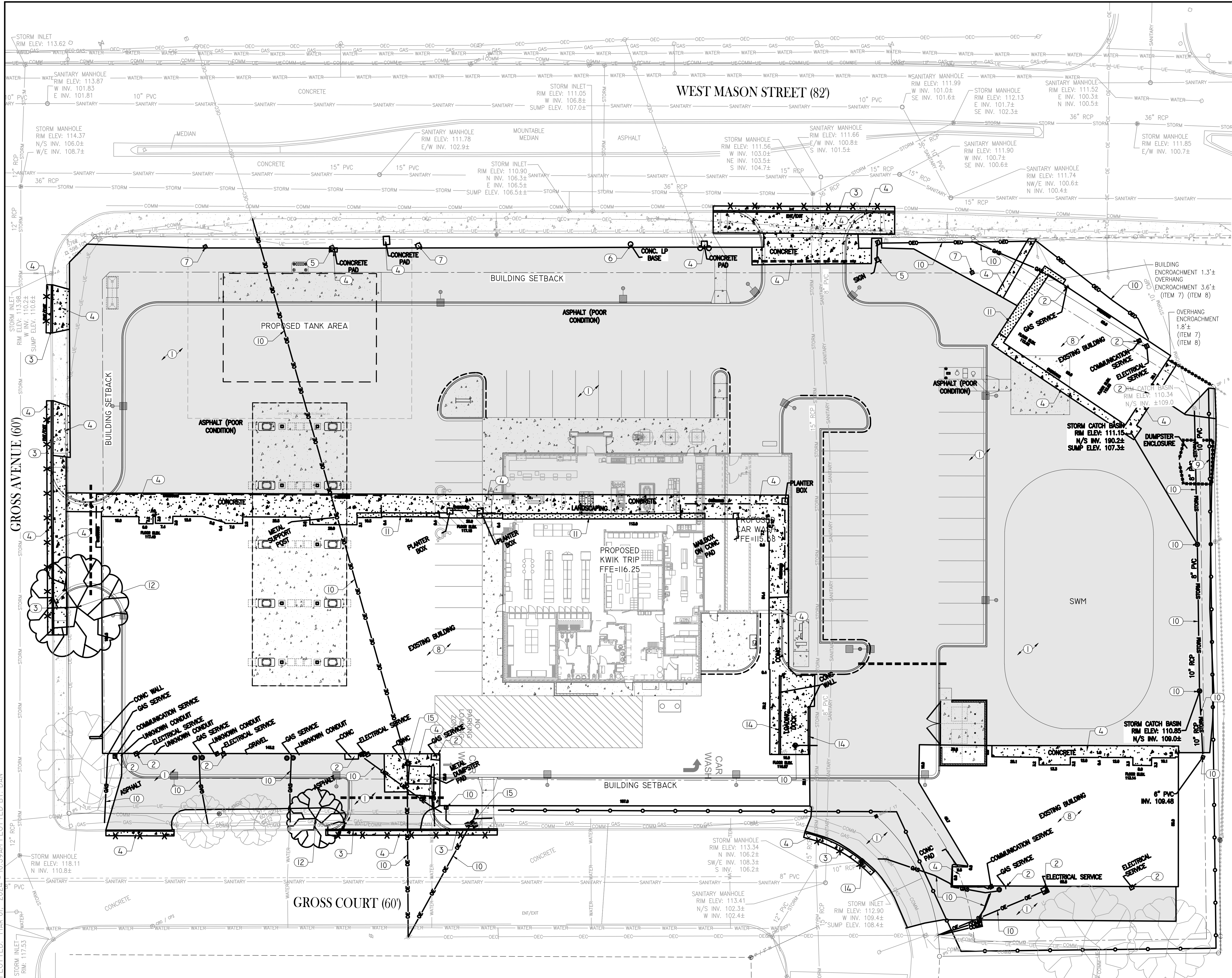
Sincerely,

A handwritten signature in black ink, appearing to read 'Seth Waddell', with a stylized, cursive script.

Seth Waddell
Development Manager
Store Engineering
swaddell@kwiktrip.com
608-793-4933



DRAWING FILE: Q:\1100-1199\1123A - Kwik Trip #1732 - Green Bay\Drawings\1123A-C020-DEMO PLAN.DWG LAYOUT: C020
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KEYED NOTES

1. SAWCUT AND REMOVE ASPHALT.
2. REMOVE MECHANICAL (TYP.)
3. REMOVE CURB AND GUTTER.
4. REMOVE CONCRETE.
5. REMOVE SIGNAGE.
6. REMOVE LIGHT POLE BASE.
7. REMOVE LIGHT POLE.
8. REMOVE BUILDING.
9. REMOVE DUMPSTER ENCLOSURE.
10. REMOVE UTILITIES AND APPURTENANCES.
11. REMOVE LANDSCAPING.
12. REMOVE TREE.
13. REPLACE INLET GRATE.
14. REMOVE RETAINING WALL.
15. REMOVE POWER POLE.

Kwik TRIP

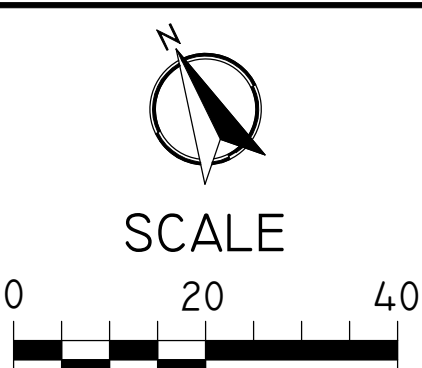
STORES

Kwik STAR

STORES

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LA CROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960

REI
CIVIL & ENVIRONMENTAL
ENGINEERING, SURVEYING
REI Engineering, INC.
4080 N. 20TH AVENUE
WAUSAU, WISCONSIN 54401
PHONE: 715.675.9784 FAX: 715.675.4060
EMAIL: MAIL@REIENGINEERING.COM



DEMO PLAN

CONVENIENCE STORE #1732

1007 & 1009 W MASON ST.
GREEN BAY, WI

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KEYED NOTES

I. NOT USED.

2. 6" DEPTH (MIN.) CONCRETE SLAB-ON-GRADE WITH #3 REBAR, 3' O.C. CONCRETE SEALER: TK-26UV. SEE DETAIL 6/C500.

3. 8" DEPTH (MIN.) CONCRETE SLAB-ON-GRADE WITH #4 REBAR, 4' O.C. CONCRETE SEALER: TK-26UV. SEE DETAIL 6/C500.

4. 8" DEPTH CONCRETE APPROACH SIMILAR TO DETAIL 7/C500.

5. 6" CONCRETE WALK. SEE DETAIL 2/C500. CONCRETE SEALER: TK-26UV

47,820 SF
UNDISTURBED=0 SF

6. LANDSCAPE AREA. SEE SHEET C700.

7. 6" CONCRETE CURB HEAD.

8. 18" CURB AND GUTTER. SEE DETAIL 9/C500.

8A. 18" MOUNTABLE CURB AND GUTTER, SEE DETAIL 8/C500.

9. 18" REJECT CURB AND GUTTER. SEE DETAIL 9/C500.

10. TRANSITION CURB & GUTTER. SEE DETAIL 4/C500.

11. STANDARD CURB & GUTTER TERMINATION. SEE DETAIL 5/C500.

12. TAPER CURB FROM FLUSH TO FULL HEIGHT OVER 6' LENGTH.

13. A.D.A. ACCESSIBLE PARKING SPACE WITH LOADING ZONE. PROVIDE APPROPRIATE STRIPING AND PAVEMENT MARKINGS. SEE SHEET C204.

14. OFF-STREET PARKING STALLS STRIPING - 4" WIDE STALL LINES, USE HIGH VISIBILITY YELLOW PAINT.

SPACES PROVIDED

(22) 9.0' x 20.0' (MIN.) GENERAL PARKING

(10) 9.1' x 20.0' (MIN.) GENERAL PARKING

(2) 8.0' x 20.0' ACCESSIBLE PARKING WITH

(1) 10.0' x 20.0' LOADING ZONE

(1) 9.0' x 20.0' ACCESSIBLE PARKING WITH

(1) 5.0' x 20.0' LOADING ZONE

15. EXTERNAL TRASH ENCLOSURE TO MATCH BUILDING. SEE ARCHITECTURAL DETAILS.

16. KWIK TRIP TRADEMARK SIGN SUBJECT TO SEPARATE REVIEW AND APPROVAL (VERIFY FINAL LOCATION WITH SIGN PERMIT). SEE DETAIL 12/C501.

17. 4" WIDE, HIGH VISIBILITY, PAVEMENT STRIPING, LANE MARKINGS AND TEXT. COLOR: HC MARKINGS- YELLOW, ALL OTHERS- YELLOW.

18. SIDEWALK RAMP (12:1 SLOPE MAX). SEE DETAIL 12/C500.

19. GAS TANK VENT STAND, SEE PIPING PLANS.

20. 30" HT., 6" DIA. CONCRETE FILLED PIPE BOLLARD INSTALLED AT EACH PARKING STALL ALONG BUILDING. SEE DETAIL 10/C500.

21. 40'-0" x 120'-0" DISPENSER ISLAND CANOPY. VERIFY SIZE, PLACEMENT, COLUMN AND FOOTING SIZE WITH CANOPY AND STRUCTURAL PLANS. CANOPY GRAPHICS PER OWNER.

22. CONCRETE ISLANDS W/ 6" EXPOSURE WITH FUEL DISPENSERS. DISPENSER PER OWNER, 3'-6"x 6'-0".

23. 36" HT., 6" DIA. CONCRETE FILLED PIPE BOLLARD SIMILAR TO DETAIL 10/C500.

24. OUTDOOR MERCHANDISING AREA.

25. UNDERGROUND FUEL STORAGE TANKS PER OWNER. PROVIDE PIPING AND VENTING PER OWNER'S SPECIFICATIONS. SEE DETAIL 1/C501.

26. HC PVC BOLLARD SLEEVE PER OWNER. VAN ACCESS SIGNAGE AT 48" HT. STALL PARKING AT 60" HT. SEE SHEET C204.

27. STORM STRUCTURE. SEE SHEET C300 FOR FURTHER STORM SEWER INFORMATION.

28. LP CAGE.

29. 'FREE AIR' COMPRESSOR. PROVIDE SIGNAGE PER OWNER.

30. SITE AREA LIGHT WITH CONCRETE BASE. SEE DETAIL 11/C500.

31. PVC IRRIGATION SLEEVE UNDER PAVEMENT. VERIFY W/ IRRIGATION PLAN FOR EXACT SIZE AND LOCATION BEFORE INSTALLATION. SEE DETAIL 3/C500.

32. NOT USED.

33. BIKE RACK.

34. VACUUM. SEE DETAIL 14/C500.

35. NOT USED.

36. TRANSFORMER PAD.

37. DISCONNECT PAD.

38. NOT USED.

39. NOT USED.

40. NOT USED.

41. OUTDOOR ICE MERCHANDISING AREA.

42. PROPOSED GREASE INTERCEPTOR.

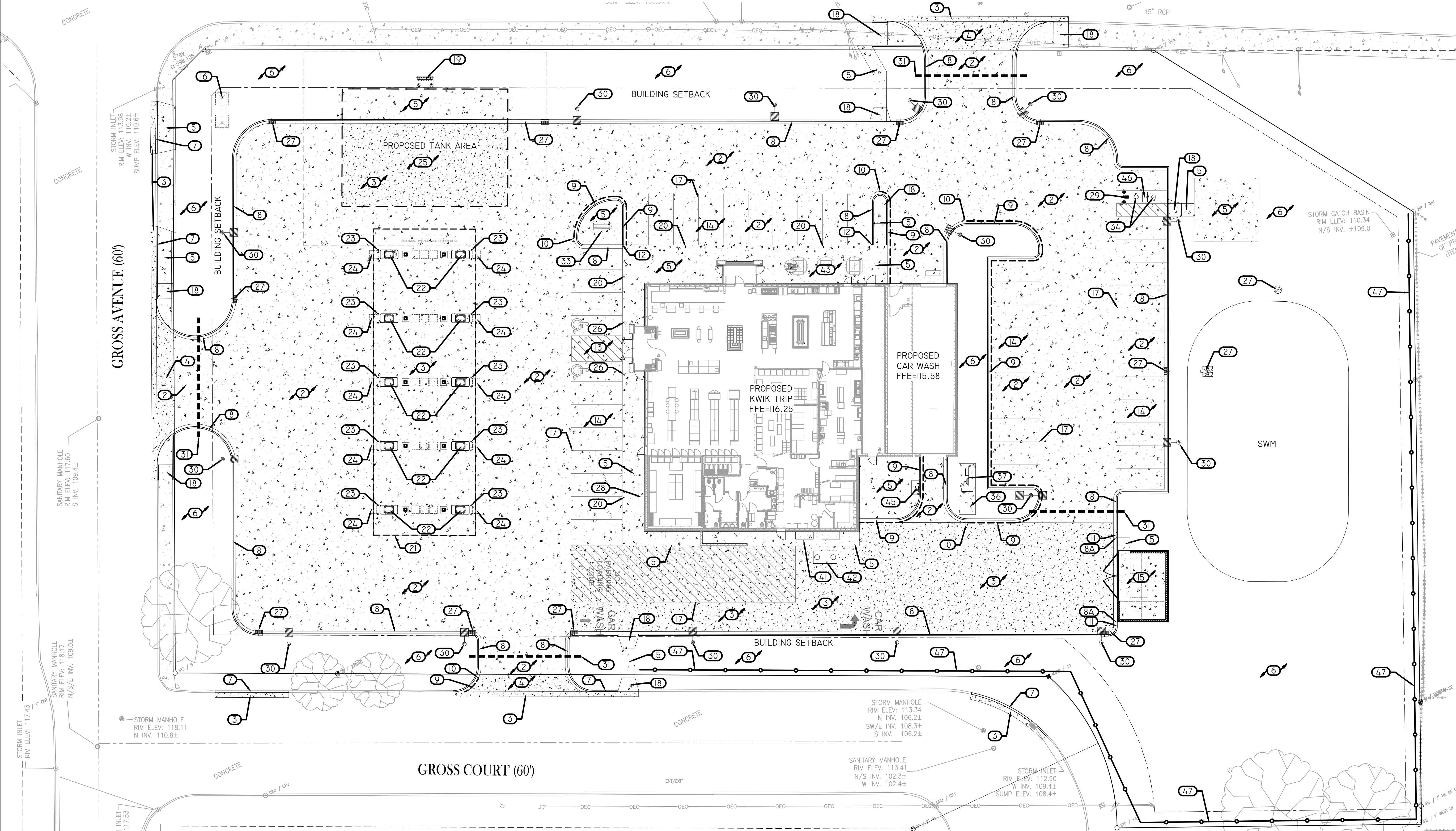
43. PICNIC AREA.

44. NOT USED.

45. PROPOSED COIN BOX. SEE DETAIL 13/C501.

46. PROPOSED REFUSE CONTAINER.

47. 6'-HIGH WOOD COMPOSITE PRIVACY FENCE.



**Kwik
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STORES

**Kwik
STAR**

STORES

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LA CROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960

REI
CIVIL & ENVIRONMENTAL
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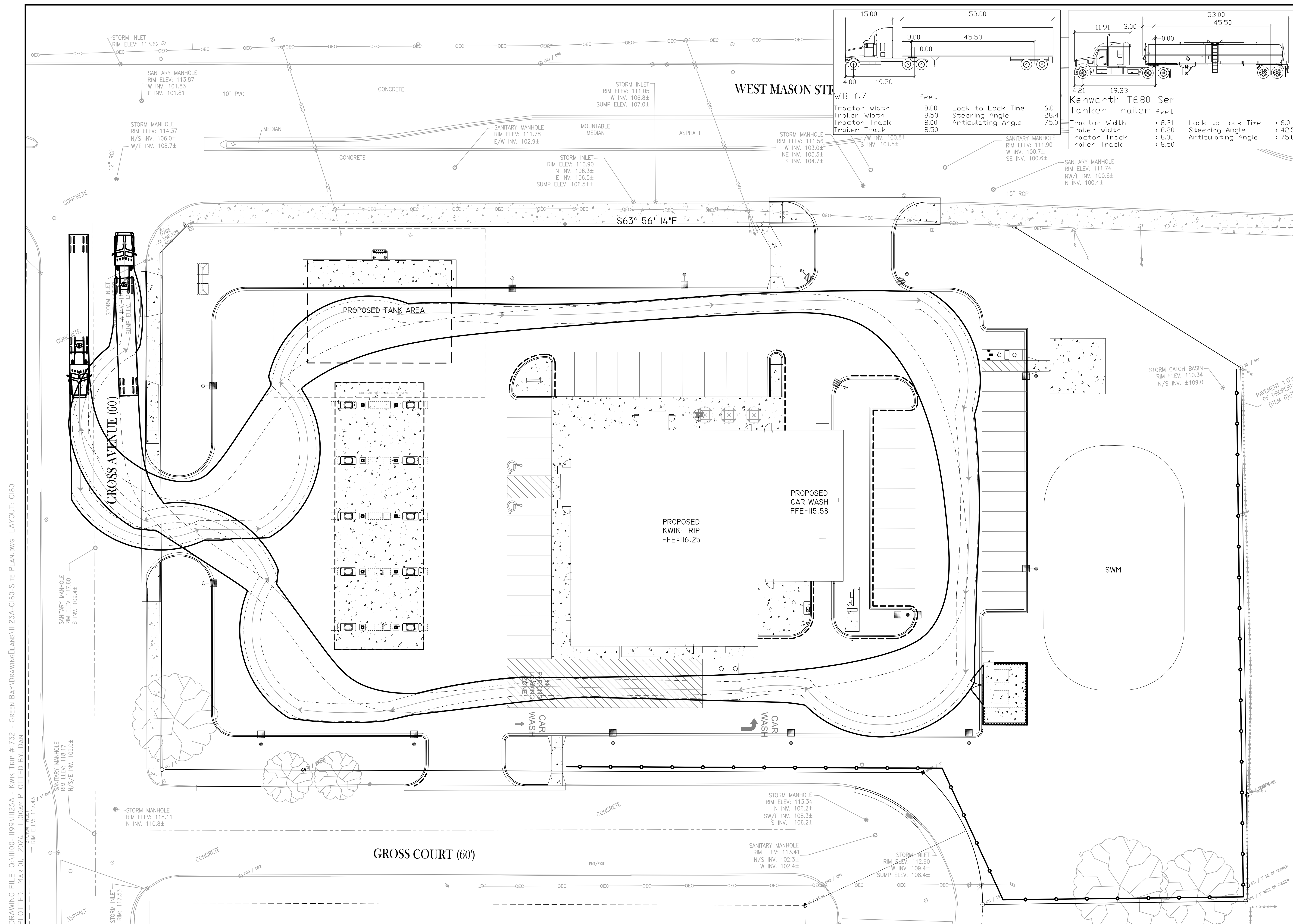
SITE KEYNOTE PLAN

CONVENIENCE STORE #1732

1007 & 1009 W MASON ST.
GREEN BAY, WI

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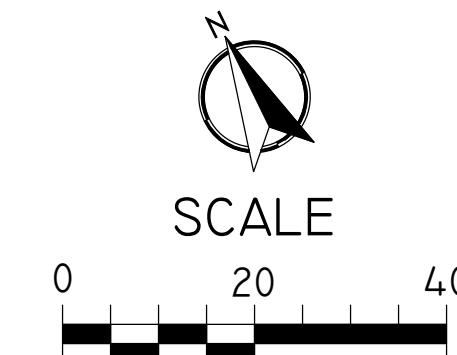


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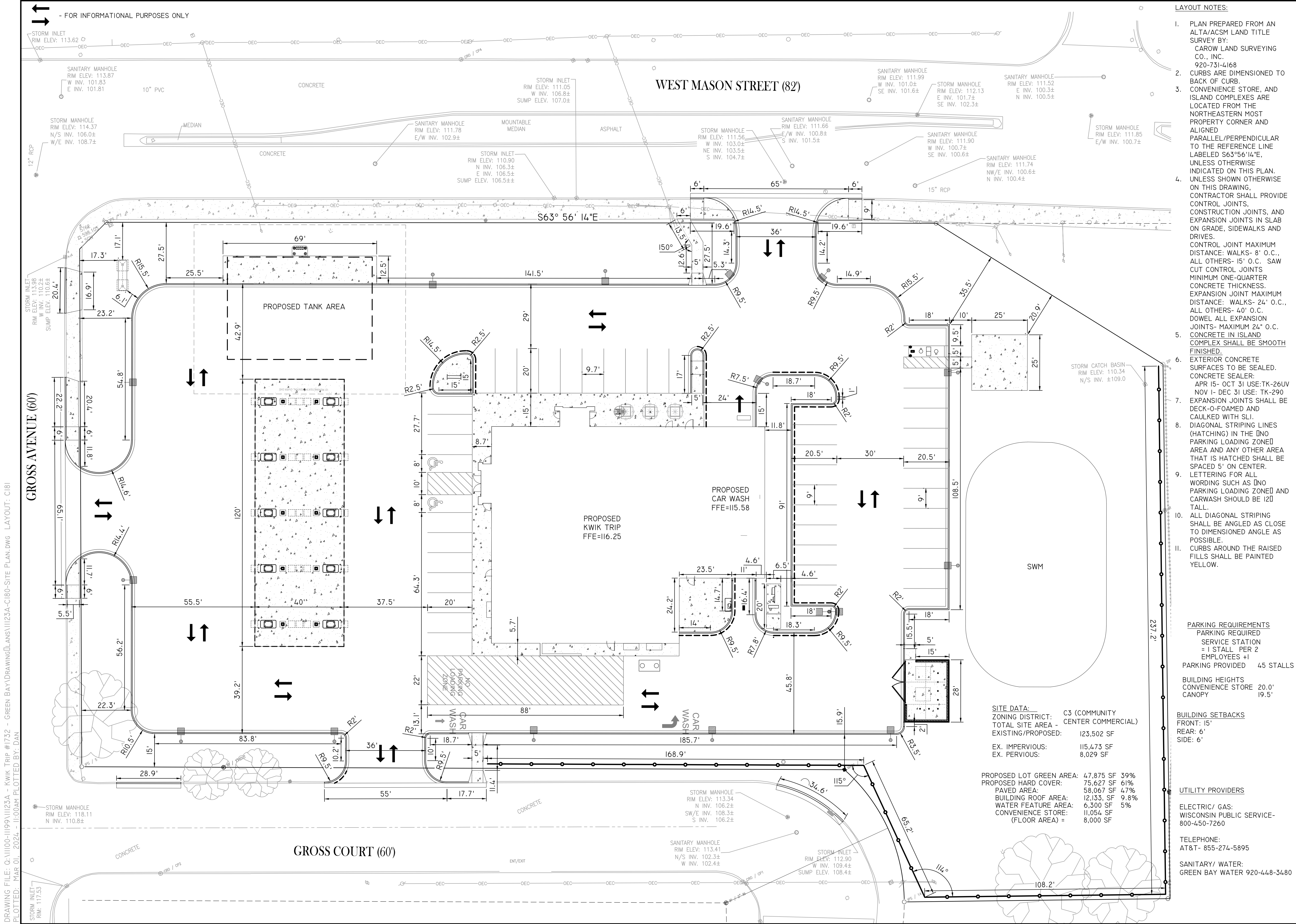
SITE CIRCULATION PLAN

CONVENIENCE STORE #1732

1007 & 1009 W MASON ST.
GREEN BAY, WI

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LA CROSSE, WI 54602-2107
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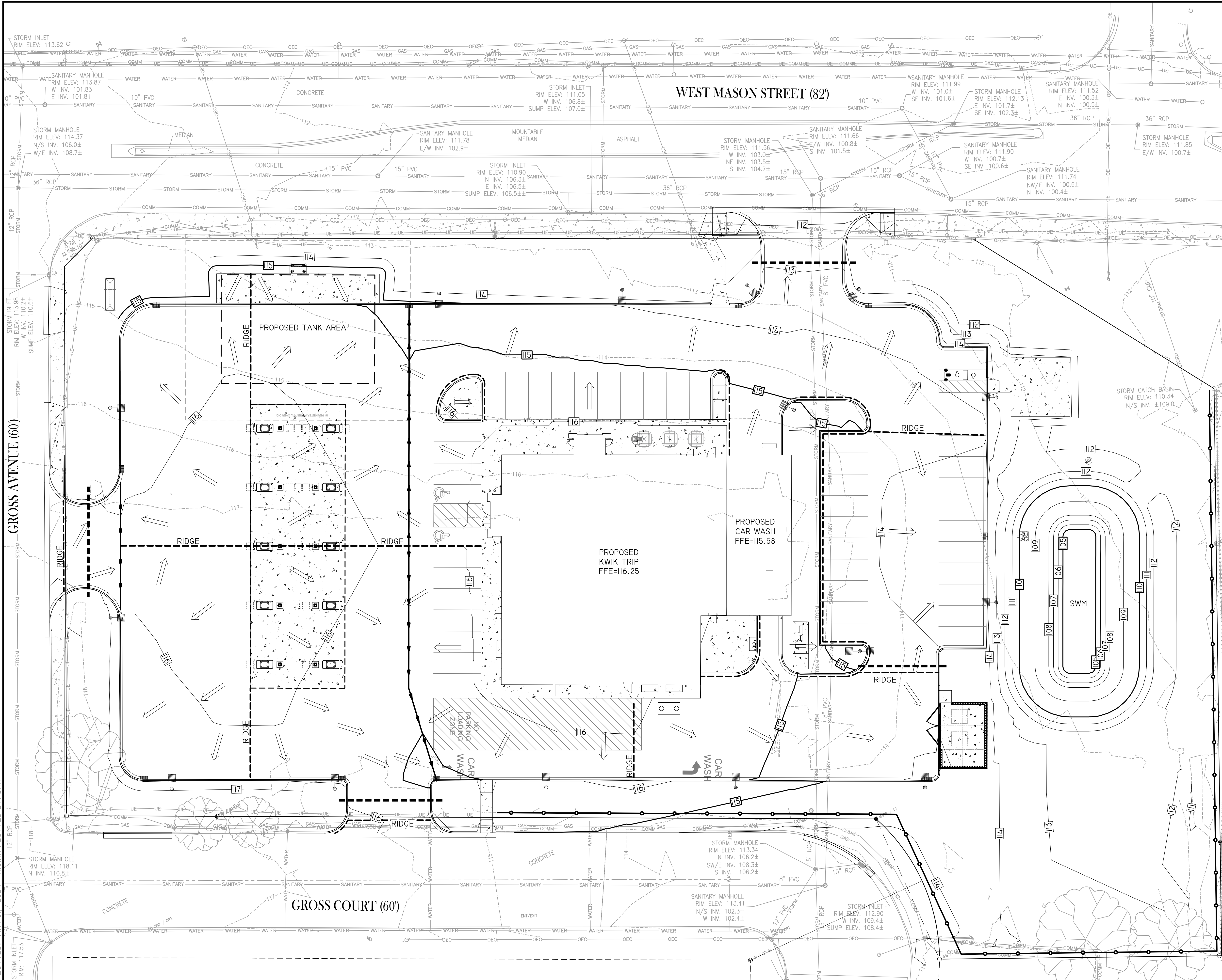
SITE DIMENSION PLAN

CONVENIENCE STORE #1732

**1007 & 1009 W MASON ST.
GREEN BAY, WI**

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NOTE: CONTRACTOR TO OBTAIN RIGHT-OF-WAY EXCAVATION PERMIT PRIOR TO BEGINNING SITE WORK.

CALL DIGGERS HOTLINE @ 1-800-242-8511 AT LEAST 3 WORKING DAYS PRIOR TO EXCAVATING.

CONSTRUCTION NOTE:

COORDINATE WITH OWNER FOR POSSIBLE CONSTRUCTION FENCING AND GATE LOCATIONS AND APPROPRIATE SIGNAGE INSTALLATION.

NOTE:

- REFER TO OTHER PROJECT PLANS AND INFORMATION RELATED TO THIS PROJECT PRIOR TO BEGINNING ANY GRADING WORK.
- PLAN PREPARED FROM ALTA/ACSM LAND TITLE SURVEY BY: CAROW LAND SURVEYING CO., INC. (920)731-4168
- CONTRACTOR SHALL LOCATE ALL UTILITIES WHICH MAY AFFECT THIS WORK AND NOTIFY OWNER OF ANY CONFLICTS.
- CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED ELEVATIONS PRIOR TO START OF CONSTRUCTION. VERIFY CRITICAL ELEVATIONS TO ENSURE CONFORMANCE WITH GRADING PLAN. PARTICULARLY WITH WALK AND/ OR PAVEMENTS TO REMAIN. MEET EXISTING GRADES ALONG STREETS, PROPERTY LINES AND DRIVEWAY ENTRANCES. RESTORE ALL EXISTING PAVEMENTS THAT REMAIN TO THEIR ORIGINAL, IF NOT BETTER CONDITION. NOTIFY OWNER OF ANY CONFLICTS.
- AREAS NOT PAVED AND TO BE LANDSCAPED SHALL RECEIVE MINIMUM OF 4" DEPTH COMPACTED TOPSOIL.
- CONTRACTOR SHALL COORDINATE GRADING AND INSTALLATION OF DRIVES IN R.O.W. WITH APPROPRIATE GOVERNMENT AGENCIES. OBTAIN APPROPRIATE PERMITS FOR GRADING AND DRAINAGE IN ALL R.O.W.
- REFER TO OWNER'S SPECIFICATIONS FOR CURB, APPROACH, BITUMINOUS, AND CONCRETE PROFILES, AS WELL AS ADDITIONAL SITE STANDARDS RELATED TO THIS PROJECT.
- EXCAVATOR IS RESPONSIBLE FOR ALL EROSION CONTROL INSPECTIONS.

FINISHED FLOOR ELEV. PROPOSED KWIK TRIP CONVENIENCE STORE
FINISHED ELEVATION - 1ST FLOOR= 116.25 FEET

NOTE GRADING CONTRACTOR:

ANY PROPERTY IRONS THAT ARE DISTURBED IN THE GRADING PROCESS SHALL BE RESET BY A LICENSED LAND SURVEYOR AT NO ADDITIONAL COST TO THE OWNER.

STORES

STORES

KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LA CROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
REI Engineering, Inc.
4080 N. 20TH AVENUE
WAUSAU, WISCONSIN 54401
PHONE: 715.675.9784 FAX: 715.675.4060
EMAIL: MAIL@REIENGINEERING.COM

SCALE
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GRADING PLAN

CONVENIENCE STORE #1732

1007 & 1009 W MASON ST.
GREEN BAY, WI

#	DATE	DESCRIPTION
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DRAWN BY: LAZ

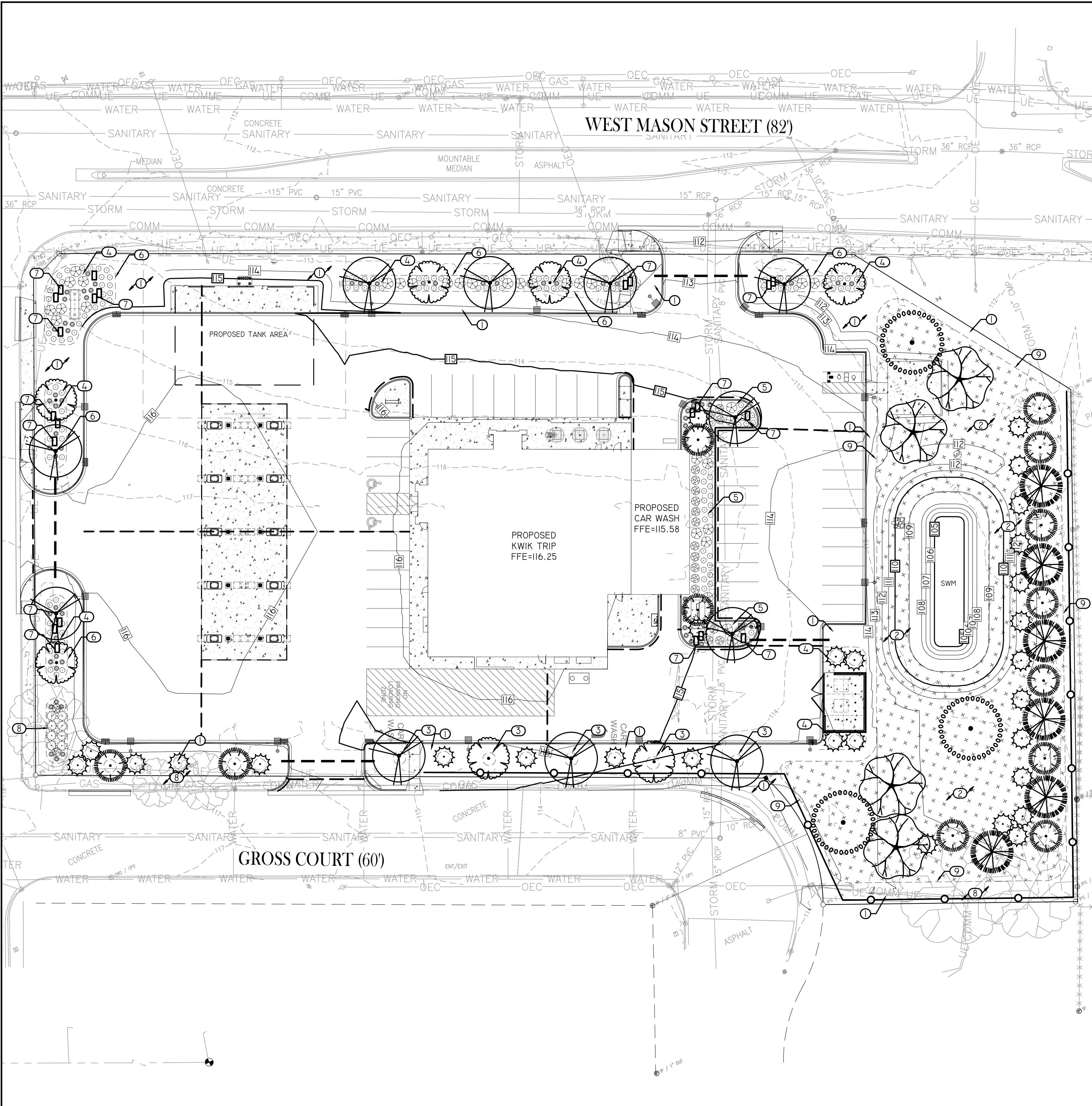
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PROJ. NO.: 11123A

DATE: 03/01/24 - REVIEW DOCUMENTS

SHEET: C200

DRAWING FILE: Q:\1100-11190\1123A - Kwik Trip #1732 - GREEN BAY DRAWING\ANSI\1123A-C700-LANDSCAPE PLAN.DWG LAYOUT: C700
PLOTTED: MAR 01, 2024 - 11:53AM PLOTTED BY: DAN



KEYED NOTES

- SOD, *ALL AREAS NOTED ON PLAN & ALL DISTURBED AREAS DUE TO CONSTRUCTION ACTIVITY.
- (25,000 SF TOTAL) AGRECOL, SHORTGRASS PRAIRIE FOR DRY SOILS, APPLY GLYPHOSATE HERBICIDE TO AREA WHEN MAJORITY OF WEEDS ARE 2'-3' TALL. WAIT 10 DAYS THEN FINELY TILL THE SOIL ONLY 1"-2" DOWN AND PLANT IMMEDIATELY BY HAND BROADCASTING AT A RATE OF 11 LBS/ACRE. RAKE OR DRAG AREA LIGHTLY, COVERING THE SEED WITH ABOUT $\frac{1}{4}$ " TO $\frac{1}{2}$ " OF SOIL. ROLL AREA FIRMLY AFTER RAKING. MULCH PRAIRIE SEEDED AREAS LESS THAN 4:1 SLOPE WITH 1" OF WEED FREE STRAW MULCH. APPLY WISDOT NET-FREE CLASS I, URBAN TYPE B EROSION MAT ON SLOPING AREAS STEEPER THAN 4:1. *REFER TO AGRECOL'S "NATIVE SEEDING INSTRUCTIONS" ON THEIR WEBSITE FOR DETAILED INSTRUCTIONS/GUIDELINES FOR SUCCESSFUL SEED ESTABLISHMENT AND MANAGEMENT. (LINK BELOW)
[HTTPS://WWW.AGRECOL.COM/NATIVE-SEEDING-INSTRUCTIONS_EP_44.HTML](https://www.agrecol.com/native-seeding-instructions_ep_44.html)
- 6' DIAMETER WOOD MULCH TREE RING, 3"-4" DEPTH, DARK BROWN COLOR, *ALL TREES PLANTED WITHIN SOD AREAS.
- SHREDDED HARDWOOD MULCH, 3"-4" DEPTH, DARK BROWN COLOR.
- DECORATIVE STONE MULCH, 3"-4" ROUND COBBLES, 4"-5" DEPTH, WITH COMMERCIAL GRADE WEED BARRIER FABRIC UNDERLAYMENT.
- SHOVEL CUT EDGE, 4"-6" DEPTH CLEAN CUT EDGE AROUND PLANTING BEDS WITHIN SOD AREAS.
- (22 EA TOTAL) ACCENT BOULDERS, (48" X 18" X 18") LIMESTONE BLOCKS/CUBES, PLAN SYMBOL:
- PRESERVE AND PROTECT EXISTING TREES TO REMAIN, TYP.
- EDGE/EXTENT OF NATIVE PRAIRIE SEEDING, TYP.

PLANT SCHEDULE

SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE	CONT.	QTY
DECIDUOUS TREES					
	Fall Fiesta® Sugar Maple	Acer saccharum 'Baileta'	2" Cal.	B&B	11
	Red Oak	Quercus rubra	2" Cal.	B&B	3
	Swamp White Oak	Quercus bicolor	2" Cal.	B&B	4
	White Oak	Quercus alba	2" Cal.	B&B	7
EVERGREEN TREES					
	Black Hills White Spruce	Picea glauca 'Densata'	6' Ht.	B&B	29
	White Pine	Pinus alba	6' Ht.	B&B	6
	White Spruce	Picea glauca	6' Ht.	B&B	12
DECIDUOUS SHRUBS					
	Arctic Fire® Red Twig Dogwood	Cornus sericea 'Farrow'	5 gal.	Pot	19
EVERGREEN SHRUBS					
	Dark Green Anglo-Japanese Yew	Taxus x media 'Dark Green'	5 gal.	Pot	8
	Kallay Compact Pfitzer Juniper	Juniperus chinensis 'Kallays Compact'	5 gal.	Pot	35
PERENNIALS					
	Prairie Dropseed	Sporobolus heterolepis	1 gal.	Pot	158
	Shenandoah Switch Grass	Panicum virgatum 'Shenandoah'	1 gal.	Pot	66

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KWIK TRIP, Inc.
P.O. BOX 2107
1626 OAK STREET
LA CROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960

REI
CIVIL & ENVIRONMENTAL
ENGINEERING, SURVEYING
REI Engineering, INC.
4080 N. 20TH AVENUE
WAUSAU, WISCONSIN 54401
PHONE: 715.675.9784 FAX: 715.675.4060
EMAIL: MAIL@REIENGINEERING.COM



SCALE



LANDSCAPE PLAN

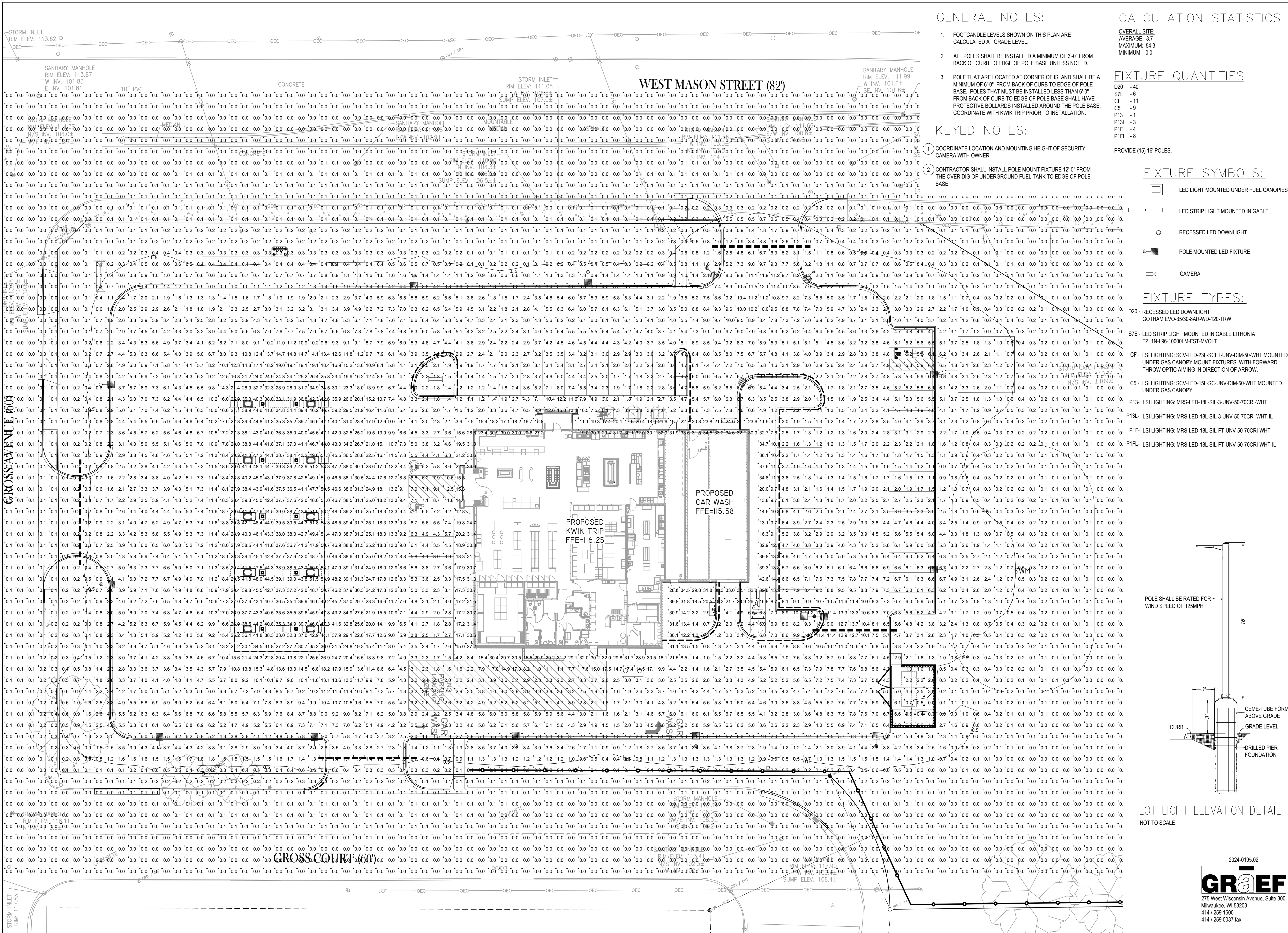
CONVENIENCE STORE #1732

1007 & 1009 W MASON ST.
GREEN BAY, WI

#	DATE	DESCRIPTION

DRAWN BY LAZ
SCALE GRAPHIC
PROJ. NO. 11123A
DATE 03/01/24 - REVIEW DOCUMENTS
SHEET

C700





STORES



STORES

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LA CROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960



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REI Engineering, INC.
4080 N. 20TH AVENUE
WAUSAU, WISCONSIN 54401
PHONE: 715.675.9784 FAX: 715.675.4060
EMAIL: MAIL@REIENGINEERING.COM

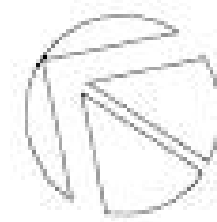
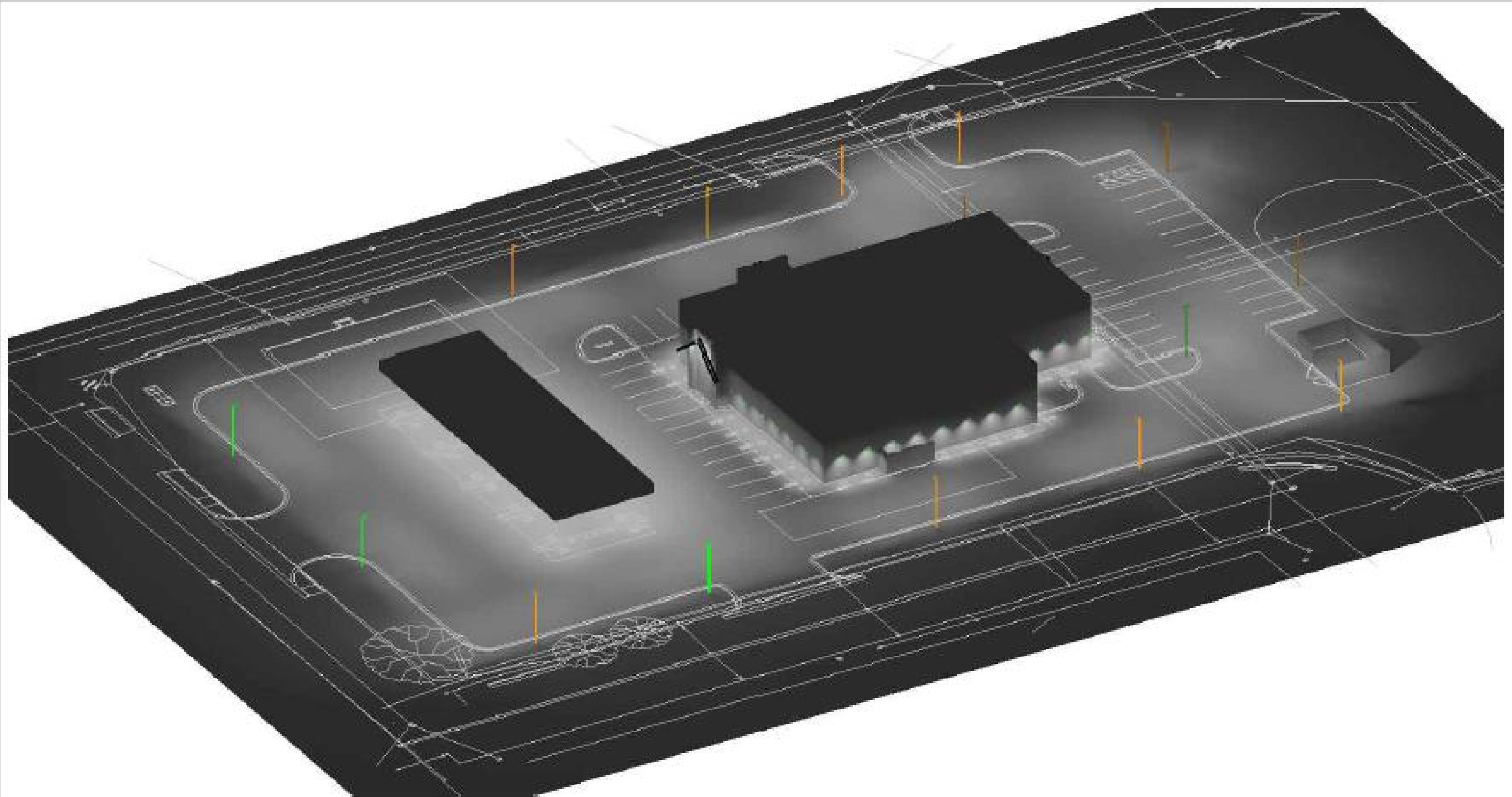
PHOTOMETRIC
LIGHTING PLAN

CONVENIENCE STORE #1732

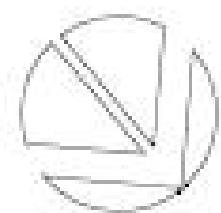
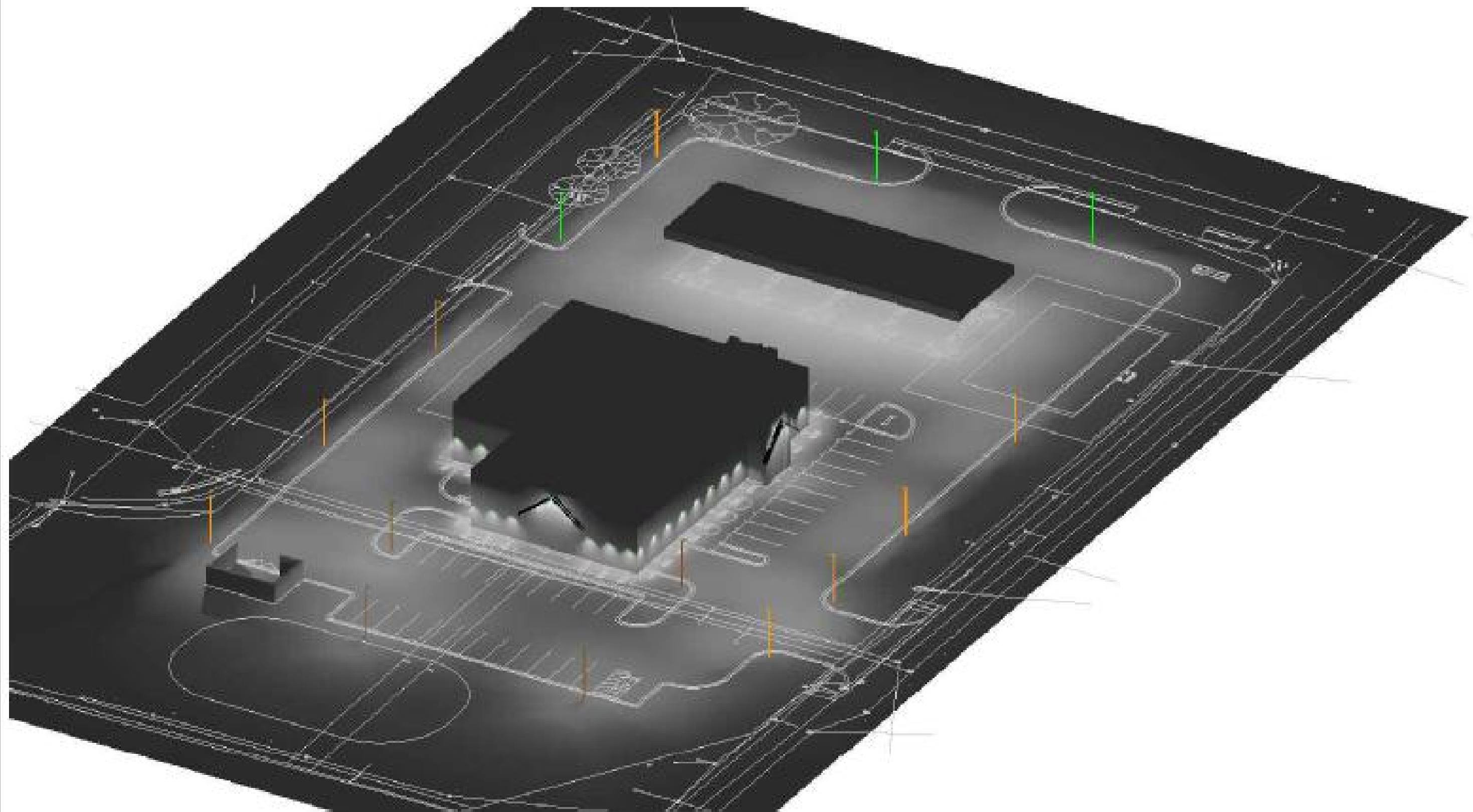
1007 & 1009 W MASON ST.
GREEN BAY, WI

#	DATE	DESCRIPTION
1		
2		
3		
4		
5		

DRAWN BY: DLC
SCALE: GRAPHIC
PROJ. NO.: 11123A
DATE: 03/01/24 - REVIEW DOCUMENTS
SHEET: C800



PHOTOMETRIC SITE PLAN
SCALE: 1" = 30'-0"



PHOTOMETRIC SITE PLAN
SCALE: 1" = 30'-0"

2024-0195.02
GRÄEF
275 West Wisconsin Avenue, Suite 300
Milwaukee, WI 53203
414 / 259 1500
414 / 259 0037 fax

**Kwik
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LA CROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960

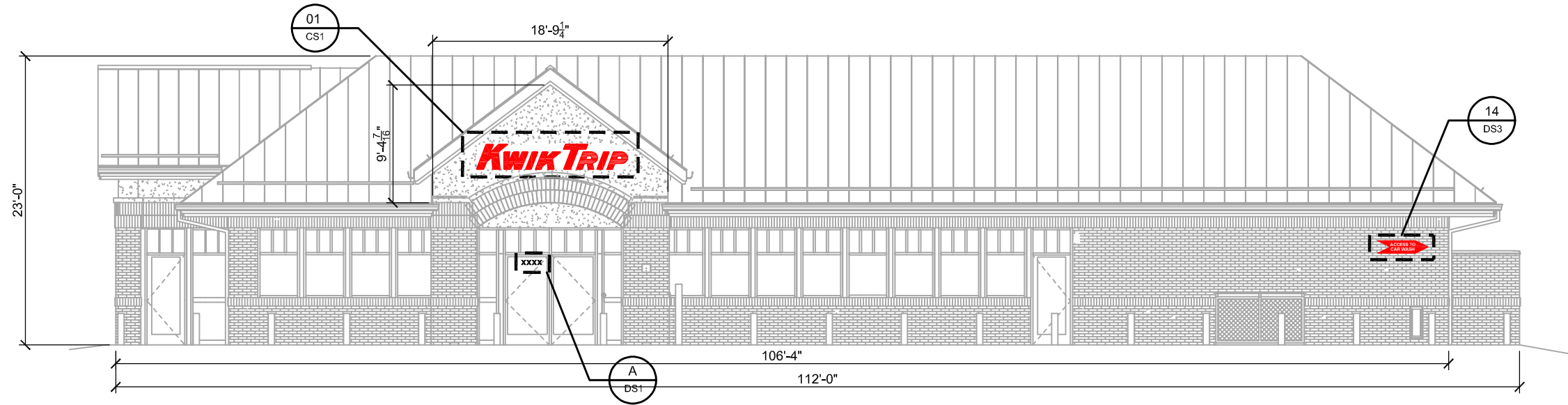
REI
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REI Engineering, INC.
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WAUSAU, WISCONSIN 54401
PHONE: 715.675.9784 FAX: 715.675.4060
EMAIL: MAIL@REIENGINEERING.COM

PHOTOMETRIC
RENDERING PLAN

CONVENIENCE STORE #1732

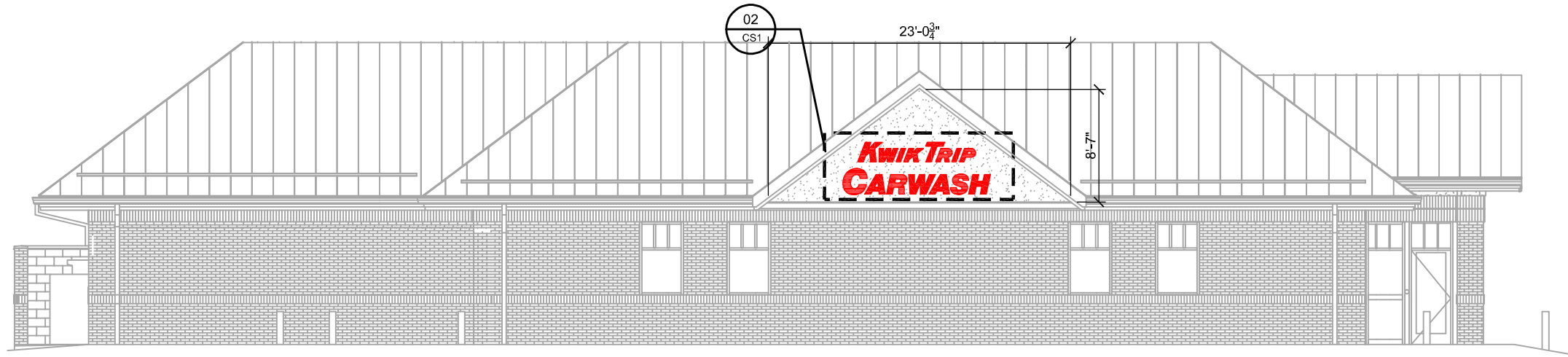
1007 & 1009 W MASON ST.
GREEN BAY, WI

#	DATE	DESCRIPTION
1		



STORE ELEVATION

SCALE: 3/32" = 1'-0"



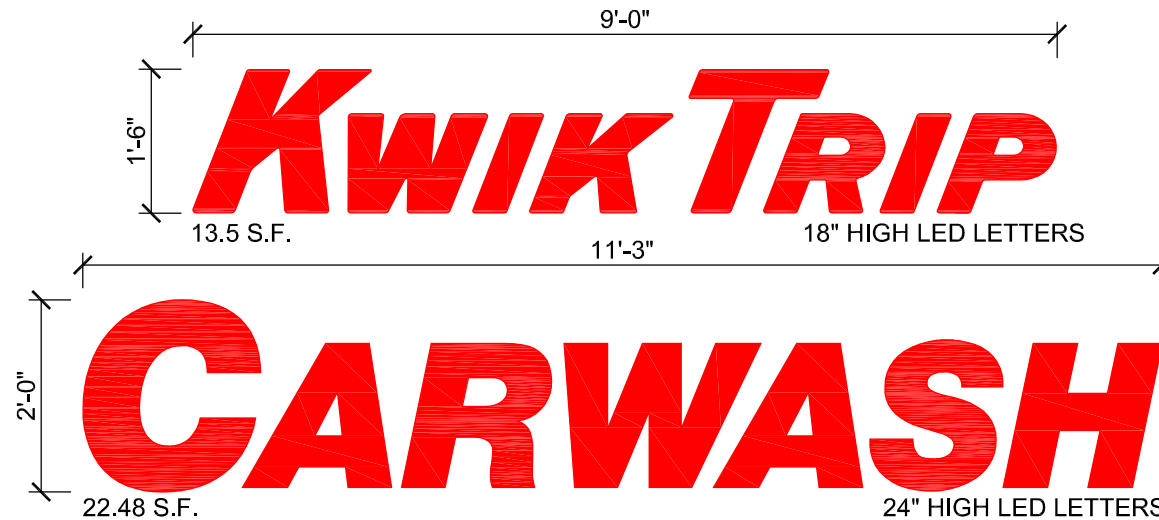
STORE ELEVATION

SCALE: 3/32" = 1'-0"



LOGO DETAIL - SIGN #01

SCALE: 1/2" = 1'-0"



LOGO DETAIL - SIGN #02

SCALE: 1/2" = 1'-0"



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CONVENIENCE STORE SIGNAGE

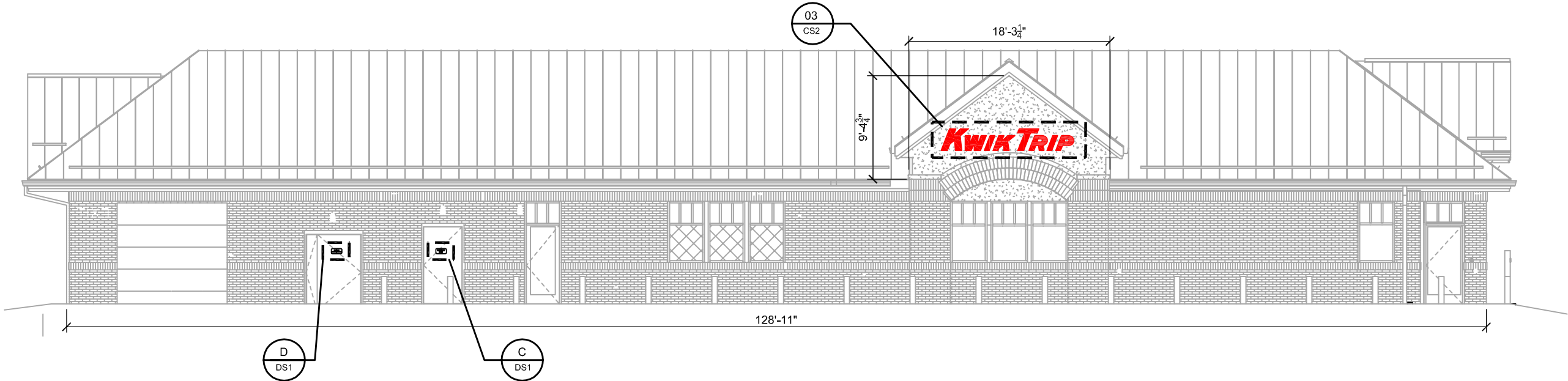
CONVENIENCE STORE #1732

WITH 1 BAY CARWASH

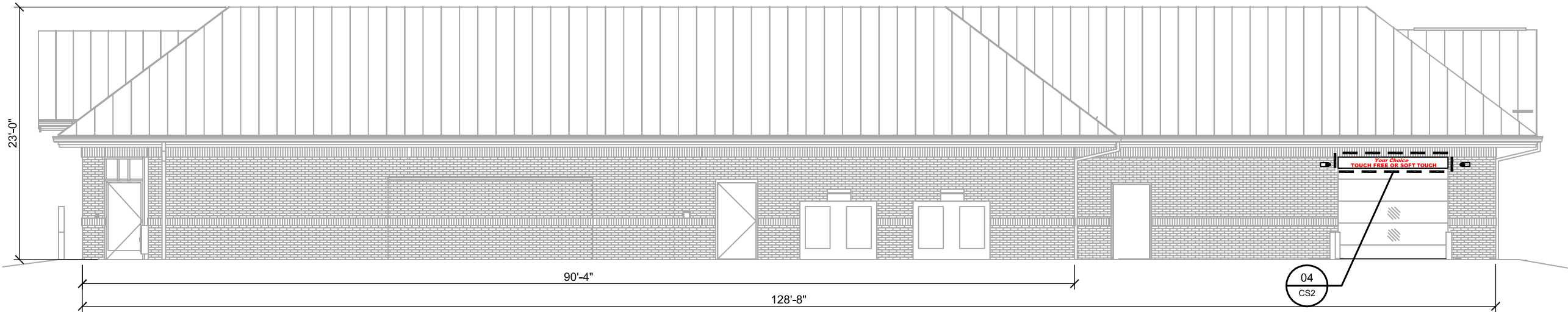
1007 & 1009 W MASON ST
GREEN BAY, WI

#	DATE	DESCRIPTION

DRAWN BY	KMK
SCALE	MULTIPLE
PROJ. NO.	0001
DATE	2024 02-16
SHEET	CS1



STORE ELEVATION
SCALE: 3/32" = 1'-0"



STORE ELEVATION
SCALE: 3/32" = 1'-0"



LOGO DETAIL - SIGN #03
SCALE: 1/2" = 1'-0"

Your Choice
TOUCH FREE OR SOFT TOUCH

NON-LIT INFORMATIONAL SIGN
RED VINYL ON WHITE ALUMINUM
1'-0"H X 10'-0"W = 10.0 SQ FT

INFORMATIONAL SIGN #04
SCALE: 1/2" = 1'-0"

Kwik
TRIP

Kwik
STAR

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1626 OAK STREET
LA CROSSE, WI 54602-2107
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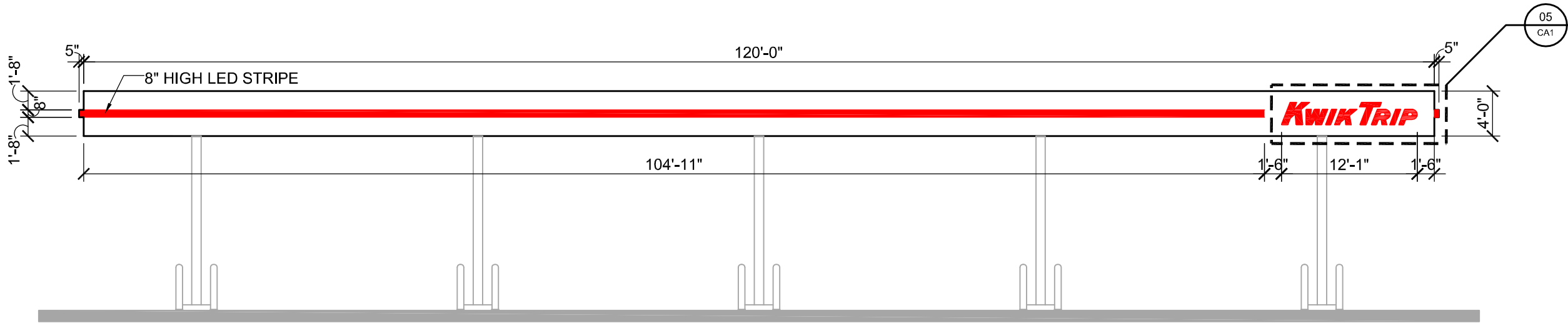
CONVENIENCE STORE SIGNAGE

CONVENIENCE STORE #1732
WITH 1 BAY CARWASH

1007 & 1009 W MASON ST
GREEN BAY, WI

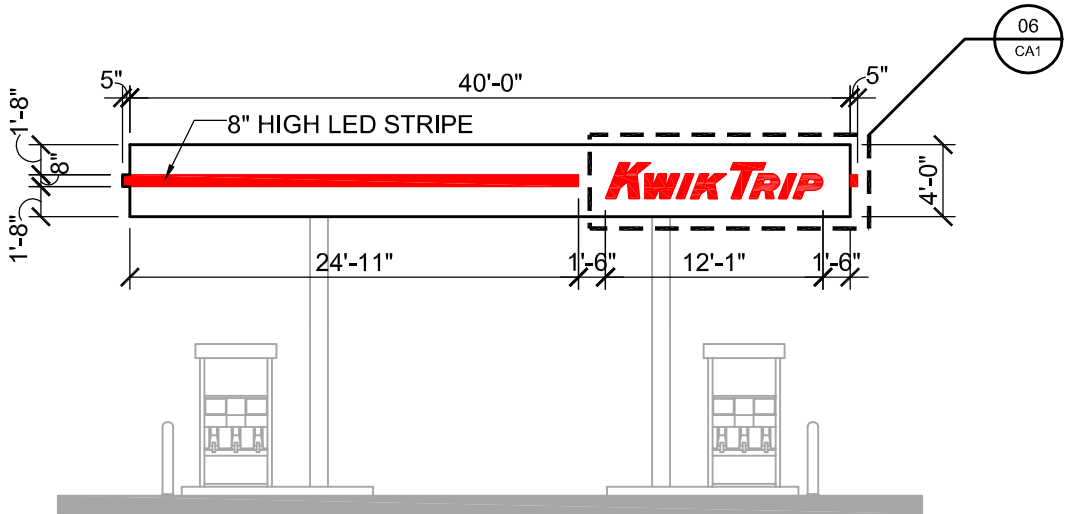
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DRAWN BY	KMK
SCALE	MULTIPLE
PROJ. NO.	0001
DATE	2024 02-16
SHEET	CS2



CANOPY ELEVATION

SCALE: 3/32" = 1'-0"



CANOPY ELEVATION

SCALE: 3/32" = 1'-0"



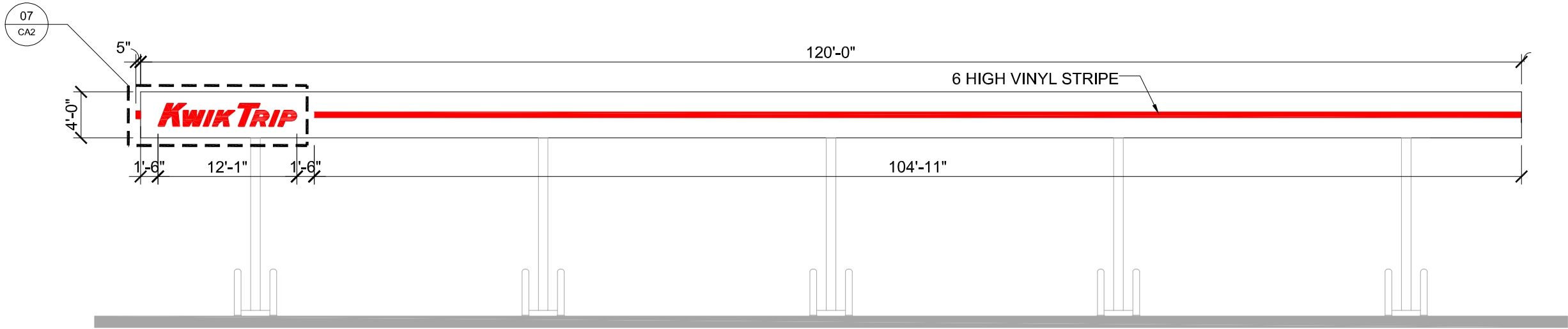
LOGO DETAIL - SIGNS #05 & #06

SCALE: 1/2" = 1'-0"



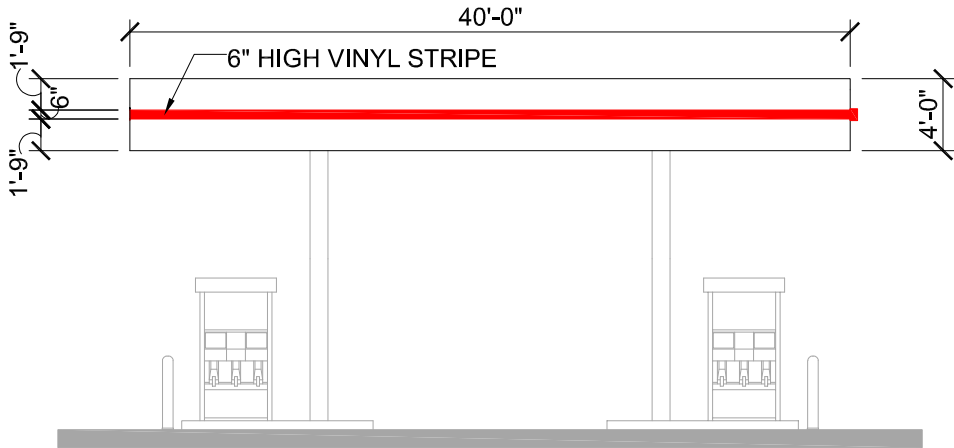
KWIK TRIP, Inc.
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LA CROSSE, WI 54602-2107
PH. (608) 781-8988
FAX (608) 781-8960

CANOPY SIGNAGE		CONVENIENCE STORE #1732 WITH 1 BAY CARWASH		1007 & 1009 W MASON ST GREEN BAY, WI	
#	DATE	DESCRIPTION			
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DRAWN BY		KMK			
SCALE		MULTIPLE			
PROJ. NO.		0001			
DATE		2024 02-16			
SHEET		CA1			



WEST CANOPY ELEVATION

SCALE: 3/32" = 1'-0"



SOUTH CANOPY ELEVATION

SCALE: 3/32" = 1'-0"



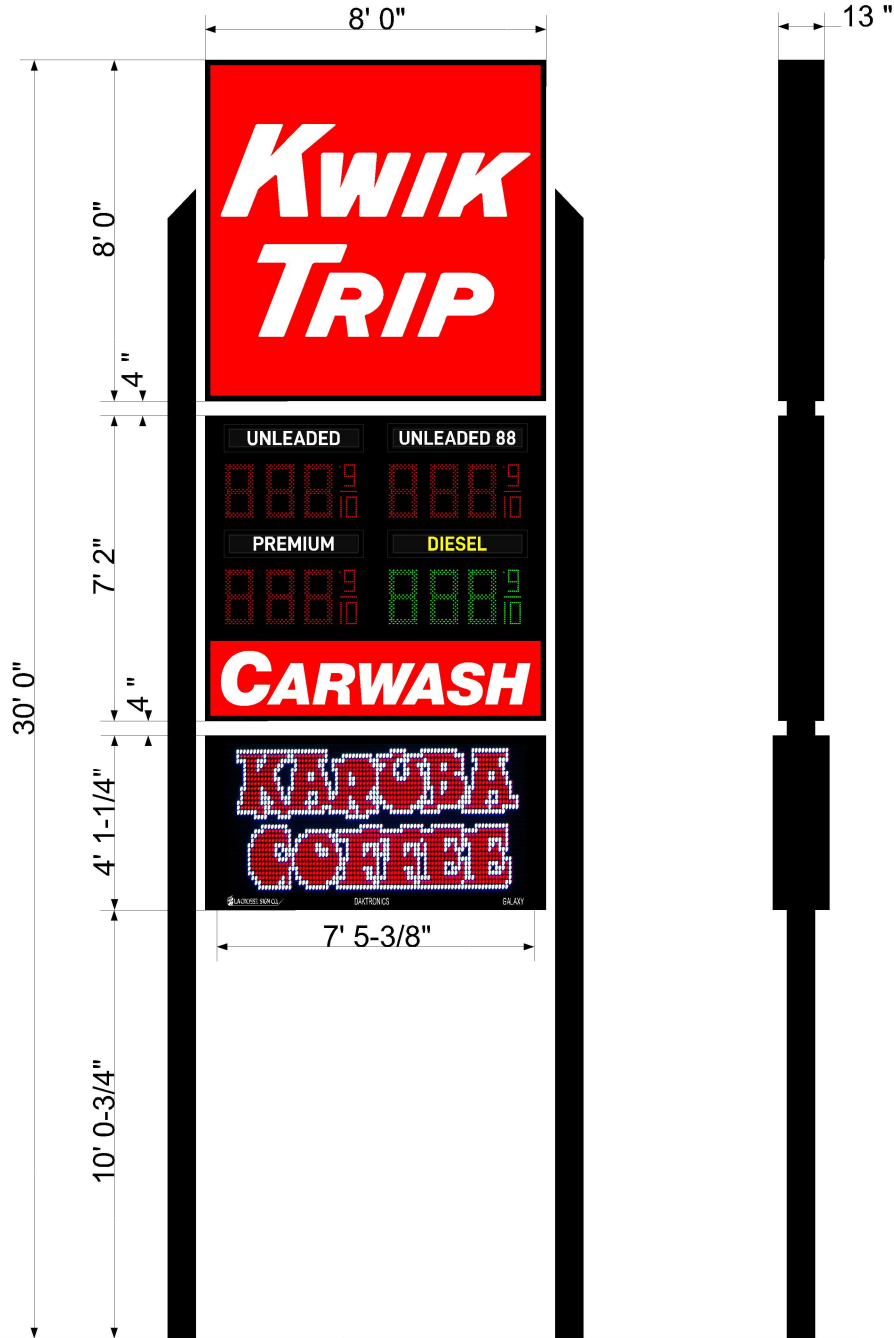
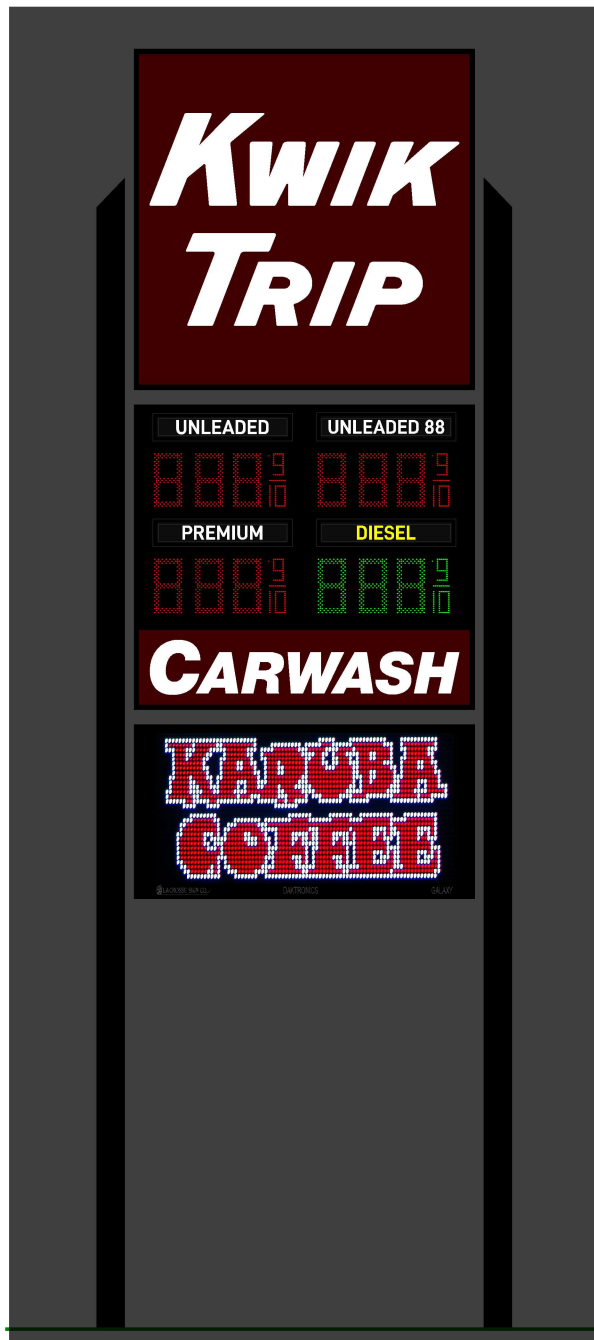
LOGO DETAIL - SIGN #07

SCALE: 1/2" = 1'-0"



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CANOPY SIGNAGE		CONVENIENCE STORE #1732 WITH 1 BAY CARWASH		1007 & 1009 W MASON ST GREEN BAY, WI	
#	DATE	DESCRIPTION			
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DRAWN BY		KMK			
SCALE		MULTIPLE			
PROJ. NO.		0001			
DATE		2024 02-16			
SHEET		CA2			



1450 Oak Forest Drive Onalaska, WI 54650 608-781-1450
2242 Mustang Way Madison, WI 53718 608-222-5353
2502 Melby Street Eau Claire, WI 54703 715-835-6189

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Client
Kwik Trip #1732
Green Bay, WI
Project
A - Pylon Sign

Consultant Kelly Voegele Design Art Danielle Hadley

Pylon Sign Specifications
- Height 30' 0"
- Opaque Face w/ Illuminated
Logo
- 16" Pricers w/ Illuminated Products
- EMC 135 x 270 Daktronics
Area
- 64 sqft Face
- 56 sqft Price / Carwash Cabinet
- 30.57 sqft EMC
- 150.57 sqft Total

Color Key

- 1  NA 708350 Red S/G
- 2  Black S/G
- 3  White Acrylic
- 4  Black (3630-22)
- 5  Yellow (3630-015)
- 6  Lexan

Job Number
124599

Creation Date
3/11/2024

Revision Date Revision Number

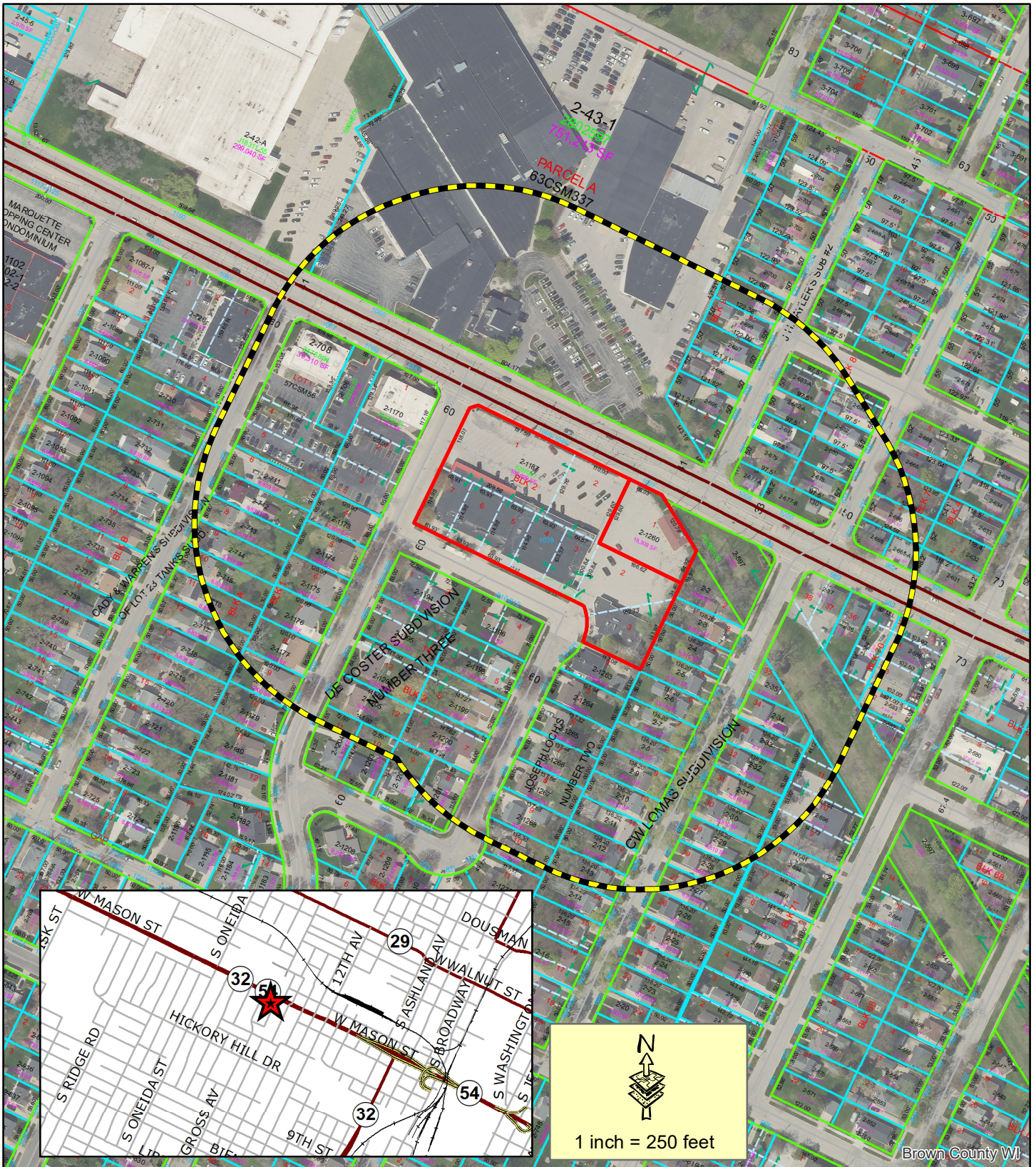
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KT1732 Green Bay\Design1732 Green Bay Art
124599 Pylon

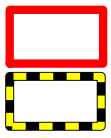
Approved by: _____ Date: _____ Landlord: _____ Date: _____

*Colors on sketch are only a representation, actual color of finished product may differ from this sketch.

*To make the best use of standard sized materials and control costs the size of the finished product may vary slightly.



Brown County WI



Subject Area

400' Property Owner Notice

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by DM.

Zoning Petition (ZP 24-10) Conditional Use Permit at 1007 and 1039 W. Mason St





BAY CENTER
Badges
LIQUOR

35

1000 W. Mason
700 Gross Av

LIQUOR

Gross Ave

Google



800 Gross Av
Gross Ct

Gross Ct

From: [John Knier](#)
To: [Jon LeRoy](#)
Subject: ZP 24-10, Proposed CUP at 1007 and 1039 West Mason Street (April 29th Public Hearing)
Date: Tuesday, April 23, 2024 3:30:59 PM

Hello Jon,

Thank you for your correspondence dated April 17th, 2024 relating to the above matter. I am writing on behalf of LaForce, LLC. As you may know, LaForce has operated its business for many years at 1060 West Mason just to the north across the street from this request. We wanted to comment to say that we are not against the proposed development in general yet we have concerns about traffic and pedestrian safety in the area and especially with pedestrians crossing Mason Street. At present we have ~ 325 employees working at this location. In addition to our employees, there will likely be more neighbors from the community walking across Mason Street to visit the Kwik Trip convenience store. There is a bus stop on the north side of the street as well. Last year a pedestrian was killed crossing Mason Street just a block south of our location. We think it would be best to conduct a traffic study in conjunction with this request to determine what type of pedestrian safety improvements (cross walks, etc.) would be appropriate to install in this area.

We will attempt to attend the hearing but if you could ensure to present our comments to the Commission that would be great, Jon. Please do not hesitate to contact me with any questions.

Thank you.

John Knier
Corporate Secretary

[LaForce](#) | [Electronic Security Systems](#)

P: 1.800.236.8858 ext. 275401

john.knier@laforceinc.com

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**RESOLUTION AUTHORIZING CONDITIONAL USE
PERMIT AT 1007 AND 1009 WEST MASON STREET
(ZP 24-10)**

MAY 7, 2024

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That, pursuant to Zoning Petition 24-10 and the recommendation of the Plan Commission on April 29, 2024, the City of Green Bay does authorize a Conditional Use Permit (CUP) for a convenience store, fuel/gas station, and carwash facility in a Community Center Commercial District at 1007 and 1009 West Mason Street (Parcels 2-1260 and 2-1187) petitioned by Seth Waddell of Kwik Trip; Bay Center Inc, property owner.

PARCEL 1 (PARCEL 2-1260):

LOT 1, JOSEPH LOCH SUBDIVISION NO. 2, ACCORDING TO THE RECORDED PLAT THEREOF, IN THE CITY OF GREEN BAY, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN.

AND

PARCEL 2 (PARCEL 2-1187):

LOTS 1, 2, 3, 4, 5, 6 AND 7, BLOCK 2, DE COSTER'S SUBDIVISION NO. 3, IN THE CITY OF GREEN BAY, WESTSIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN ALONG WITH THAT PART OF VACATED GROSS COURT IN JACKET 13685, IMAGE 03, AS DOCUMENT NO. 1166833, AND EXCEPTING THEREFROM THAT PART DESCRIBED IN JACKET 23321, IMAGE 01, AS DOCUMENT NO. 1405966.

Said conditional-use permit shall be granted subject to:

1. A site plan and applicable permit applications are submitted to the Department of Community and Economic Development for review and approval.
2. No driveway access permitted along the southern property line.
3. Limit carwash operations to the hours of 7:00am-9:00pm daily.
4. Combine both parcels into a single parcel. (2-1260, 2-1187)
5. Permit a single driveway entry entering off Gross Avenue and remove any existing driveway curb cuts along Gross Avenue which do not serve a new single driveway entry point off of Gross Avenue.

6. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit, including standard site plan review and approval.

Adopted _____

Approved _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk

jl

Attachment – Map



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # P.2

To approve the purchase of a 2025 Chevrolet Silverado 3500HD truck for the Fire Department. The total cost of this purchase, with options, will not exceed \$54,000.00 and funded by 2024 borrowed money.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Finance Request Pick Up Truck Fire 4-24-24 UT413



Purchasing Department
100 North Jefferson Street - Room 101
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3047
Fax 920.448.3050

4/24/2024

Finance Committee 4/30/2024.

Consideration and possible action to approve the Purchase of a 2025 Chevrolet Silverado 3500HD (CK30743) 4WD Crew Cab 159" LT for the City of Green Bay Fire Department. Quote attached is for a 2024 model this order window has been closed.

Total Cost for this purchase w/options not to exceed \$54,000.00. This is being purchased off the State Of Wisconsin Fleet Vehicle Contract Pricing - State Contract 505ENT-M21-VEHICLES-00

Funding is coming out of 2024 Bonded Money UT413 under the Account Code 424400-55140-41224

Thomas J. Walenski
Respectfully Submitted,

Thomas J. Walenski
Procurement
Manager City of
Green Bay



Napleton Chevrolet Columbus

Erin Damico | 920-623-5800 | edamico@napleton.autos

City of Green Bay

Prepared For: Troy Van Handel

920-448-3049

Troy.VanHandel@greenbaywi.gov

City of Green Bay C065 8 BASE Fleet 2024 Chevrolet Silverado 3500HD (CK30743) 4WD Crew Cab
159 Work Truck



Erin Damico
Napleton Chevrolet Columbus
800 Maple Ave
Columbus, WI 53925
920.623.5800
edamico@napleton.autos

State Contract 505ENT-M21-VEHICLES-00



Napleton Chevrolet Columbus

Erin Damico | 920-623-5800 | edamico@napleton.autos

City of Green Bay C065 8 BASE Fleet 2024 Chevrolet Silverado 3500HD (CK30743) 4WD Crew Cab 159 Work Truck (Complete)

Quote: City of Green Bay 3500 WT

Quote Worksheet

		MSRP
Base Price		\$50,900.00
Dest Charge		\$1,895.00
Total Options		\$5,473.00
Subtotal		\$58,268.00
Title Fee		\$164.50
New Municipal Plates		\$5.00
Delivery to Green Bay		\$137.50
Subtotal Pre-Tax Adjustments		\$307.00
Less Customer Discount		(\$6,188.20)
Subtotal Discount		(\$6,188.20)
Trade-In		\$0.00
Excluded from Sales Tax	Subtotal Trade-In	\$0.00
Taxable Price		\$52,386.80
Sales Tax		\$0.00
Subtotal Taxes		\$0.00
Subtotal Post-Tax Adjustments		\$0.00
Total Sales Price		\$52,386.80

Comments:

Subject to GM order approval

Dealer Signature / Date

Customer Signature / Date

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
CK30743	2024 Chevrolet Silverado 3500HD 4WD Crew Cab 159" Work Truck	\$50,900.00

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however GM cannot guarantee that Initial Pricing is available. This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 22061. Data Updated: Mar 27, 2024 7:46:00 PM PDT.



Napleton Chevrolet Columbus

Erin Damico | 920-623-5800 | edamico@napleton.autos

City of Green Bay C065 8 BASE Fleet 2024 Chevrolet Silverado 3500HD (CK30743) 4WD Crew Cab 159 Work Truck (Complete)

Quote: City of Green Bay 3500 WT

COLORS

CODE	DESCRIPTION
GBA	Black

NOTE

CODE	DESCRIPTION	MSRP
**	** DUE TO SEMICONDUCTOR SUPPLY SHORTAGES, FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT **	\$0.00

EMISSIONS

CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	\$0.00

ENGINE

CODE	DESCRIPTION	MSRP
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	\$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
MKM	Transmission, Allison 10-speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)	\$0.00

GVWR

CODE	DESCRIPTION	MSRP
JGN	GVWR, 11,550 lbs. (5239 kg) with single rear wheels (STD) (Included and only available with CK30743 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels. Requires single rear wheels.)	\$0.00

AXLE

CODE	DESCRIPTION	MSRP
GT4	Rear axle, 3.73 ratio (STD) (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	\$0.00

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Napleton Chevrolet Columbus

Erin Damico | 920-623-5800 | edamico@napleton.autos

City of Green Bay C065 8 BASE Fleet 2024 Chevrolet Silverado 3500HD (CK30743) 4WD Crew Cab 159 Work Truck (Complete)

Quote: City of Green Bay 3500 WT

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
1WT	Work Truck Preferred Equipment Group includes standard equipment	\$0.00

WHEELS

CODE	DESCRIPTION	MSRP
PYT	Wheels, 18" (45.7 cm) painted steel (STD) (Requires single rear wheels.)	\$0.00

PAINT

CODE	DESCRIPTION	MSRP
GBA	Black	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	\$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
H1T	Jet Black, Cloth seat trim	\$0.00

RADIO

CODE	DESCRIPTION	MSRP
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)	\$0.00

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City of Green Bay C065 8 BASE Fleet 2024 Chevrolet Silverado 3500HD (CK30743) 4WD Crew Cab 159 Work Truck (✔ Complete)

Quote: City of Green Bay 3500 WT

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
PCV	WT Convenience Package includes (QT5) EZ Lift power lock and release tailgate, (AKO) tinted windows, (C49) rear-window defogger, (K34) cruise control, (DBG) power trailer mirrors with heated upper glass and manual extending/folding (Not available with (ZLQ) WT Fleet Convenience Package. Required on Regular Cab models with (L5P) Duramax 6.6L Turbo-Diesel V8 engine. (DBG) trailering mirrors may be upgraded to (DWI) trailering mirrors or (DLN) mirrors. Not available with CC30943 or CC30953 dual rear wheel models with (ZW9) pickup bed delete.)	\$800.00
PQA	WT Safety Package includes (UD7) Rear Park Assist, (UKC) Lane Change Alert with Side Blind Zone Alert, (UFG) Rear Cross Traffic Alert and (VJH) Chrome rear bumper (Requires (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package. Requires (C49) rear-window defogger, (KI4) 120-volt power outlet, (KC9) 120-volt bed-mounted power outlet, (JL1) trailer brake controller and (DWI) trailer mirrors. Not available with (ZW9) pickup bed delete.)	\$845.00
VYU	Snow Plow Prep/Camper Package includes (KW5) 220-amp alternator, includes increased front GAWR on Heavy Duty models, (NZZ) skid plates (transfer case and oil pan), pass through dash grommet hole and roof emergency light provisions. Contact GM Upfitter Integration at www.gmupfitter.com for plow installation details and assistance. Note: if ordered for Camper usage, recommend ordering (UY2) Trailering wiring provisions (Requires 4WD model. Upgradeable to (KHF) Dual alternators (220-amp primary, 170-amp auxiliary). Included with (ANQ) Alaskan Snow Plow Special Edition. Not available with (F60) Heavy Duty Front Spring/Camper Package.)	\$300.00

ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
JL1	Trailer brake controller, integrated (Requires (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Included with (Z6A) Gooseneck / 5th Wheel Prep Package.)	\$275.00
K4Z	Battery, auxiliary, 700 cold-cranking amps/70 Amp-hr (Requires (L8T) 6.6L V8 gas engine and either (KW5) 220-amp alternator or (KHF) dual alternators. Not available with (KW7) 170-amp alternator.)	\$135.00
KW5	Alternator, 220 amps (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (VYU) Snow Plow Prep/Camper Package. Free flow on (L8T) 6.6L V8 gas engine.)	Inc.
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep/Camper Package.)	Inc.

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City of Green Bay C065 8 BASE Fleet 2024 Chevrolet Silverado 3500HD (CK30743) 4WD Crew Cab 159 Work Truck (Complete)

Quote: City of Green Bay 3500 WT

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
AKO	Glass, deep-tinted (Included with (PCV) WT Convenience Package.)	Inc.
CGN	Chevytec spray-on bedliner Black (does not include spray-on liner on tailgate due to Black composite inner panel) (Included with (Z6A) Gooseneck / 5th Wheel Prep Package or (ANQ) Alaskan Snow Plow Special Edition. Not available with (ZW9) pickup bed delete or (NHT) Max Trailing Package. Available with Ship Thru code (SQE), not available with any other Ship Thru code.)	\$545.00
DWI	Mirrors, outside power-adjustable vertical trailing with heated and auto-dimming upper glass lower convex mirrors, turn signal indicators, puddle lamps, perimeter lighting, auxiliary lighting, power folding/manual extending (extends 3.31" [84.25mm]) (Requires (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package. Includes (DD8) auto-dimming rearview mirror. (DD8) auto-dimming mirror will be upgraded to (DRZ) Rear Camera Mirror or (DRC) Partial video display rearview mirror when (UVO) Bed View Camera is ordered.)	\$720.00
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release (Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.	Inc.
UF2	LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob (Not available with (ZW9) pickup bed delete.)	\$125.00
V46	Bumper, front chrome (Requires (VJH) Chrome rear bumper with (E63) Durabed, pickup bed. Available with (ZW9) pickup bed delete.)	\$200.00
VJH	Bumper, rear chrome (Requires (V46) Chrome front bumper. Included with (PQA) WT Safety Package.)	Inc.
VK3	License plate kit, front (will be shipped to orders with ship-to states that require front license plate)	\$0.00

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Quote: City of Green Bay 3500 WT

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
5H1	Key equipment, two additional key fobs. Provides two additional spare key fobs for a total of (4). NOTE: programming of key fobs is at customer's expense. (Requires (SAF) spare tire lock. Not available with SEO (5Z4) spare wheel, carrier and lock delete or (ZW9) pickup bed delete.)	\$45.00
8S3	Backup alarm, 97 decibels (Not available with SEO (SFW) back-up alarm calibration, (NHT) Max Trailing Package, (Z6A) Gooseneck / 5th Wheel Package or (UY2) trailer wiring provisions.)	\$138.00
C49	Defogger, rear-window electric (Included with (PCV) WT Convenience Package.)	Inc.
DD8	Mirror, inside rearview auto-dimming (Included and only available with (DWI) trailer mirrors.	Inc.
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (PCV) WT Convenience Package.)	Inc.
KC9	Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) interior power outlet) (Included and only available with (KI4) Power outlet. Not available with (ZW9) pickup bed delete.)	Inc.
KI4	Power outlet, interior, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Requires (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)	\$225.00

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
R9L	Deleted 3 Years of Remote Access (Requires (UE1) OnStar. Included and only available on vehicles being shipped to Puerto Rico, the Virgin Islands, or Guam.) *CREDIT*	(\$300.00)
UD7	Rear Park Assist, Ultrasonic (Included with (PQA) WT Safety Package or (ZLQ) WT Fleet Convenience Package. Requires (JL1) trailer brake controller. Not available with dual rear wheels or (ZW9) pickup bed delete.)	Inc.
UFG	Rear Cross Traffic Alert (Included and only available with (PQA) WT Safety Package.)	Inc.
UKC	Lane Change Alert with Side Blind Zone Alert (Included and only available with (PQA) WT Safety Package. Not available with (ZW9) pickup bed delete.)	Inc.

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Quote: City of Green Bay 3500 WT

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	MSRP
PDB	LPO, Dark Essentials Package includes (RIK) Black Silverado nameplates, along with where applicable, Trim Badges, LPO, (SFZ) Black bowtie, LPO and (SB7) Black tailgate CHEVROLET lettering, LPO, (dealer-installed) (Not available with (ZW9) pickup bed delete. Does not replace Chrome Duramax Badge on hood.)	\$550.00
RIK	LPO, Black nameplates (dealer-installed) (Included and only available with (PDB) Dark Essentials Package, LPO.)	Inc.
SB7	LPO, Black tailgate lettering (Included and only available with (PDB) Black Essentials Package, LPO. Not available with (ZW9) pickup bed delete.)	Inc.
SFZ	LPO, Black Bowtie Emblem, front (dealer-installed) (Included with (PDB) Dark Essentials Package, LPO.)	Inc.
VQK	LPO, Molded splash guards, Black (dealer-installed) (Not available with dual rear wheels or (ZW9) pickup bed delete.)	\$295.00
VQO	LPO, Black work step (dealer-installed) (Not available with any other assist steps.)	\$575.00
Options Total		\$5,473.00

Standard Equipment

Package

Trailer Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

Mechanical

- Durabed, pickup bed
- Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)
- Transmission, Allison 10-speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)
- Rear axle, 3.73 ratio (STD) (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
- GVWR, 11,550 lbs. (5239 kg) with single rear wheels (STD) (Included and only available with CK30743 model and (L8T) 6.6L V8 gas engine with 18" or 20" wheels. Requires single rear wheels.)
- Push Button Start
- Air filter, heavy-duty
- Air filtration monitoring

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Quote: City of Green Bay 3500 WT

Mechanical

- Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)
- Auto-locking rear differential
- Four wheel drive
- Cooling, external engine oil cooler
- Cooling, auxiliary external transmission oil cooler
- Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)
- Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)
- Recovery hooks, front, frame-mounted, Black
- Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section
- Suspension Package
- Steering, Recirculating ball with smart flow power steering system
- Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
- Brake lining wear indicator
- Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)
- Exhaust, single, side

Exterior

- Single Rear Wheels
- Wheels, 18" (45.7 cm) painted steel (STD) (Requires single rear wheels.)
- Tires, LT275/70R18E all-terrain, blackwall (Requires single rear wheels.)
- Tire, spare LT275/70R18 all-terrain, blackwall (Included and only available with (QF6) LT275/70R18E all-terrain, blackwall tires with (E63) Durabed, pickup bed single rear wheel models. Available to order when (ZW9) pickup bed delete and (QF6) LT275/70R18E all-terrain, blackwall tires are ordered with single rear wheel models. Not available with dual rear wheels.)
- Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)
- Bumpers, front, Black
- Bumpers, rear, Black
- BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)

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Quote: City of Green Bay 3500 WT

Exterior

- CornerStep, rear bumper
- Moldings, beltline, Black
- Cargo tie downs (12), fixed, rated at 500 lbs per corner
- Headlamps, halogen reflector with halogen Daytime Running Lamps
- IntelliBeam, automatic high beam on/off
- Taillamps, with incandescent tail, stop and reverse lights (Note: Trucks equipped with dual rear wheels will feature LED signature tail and stop lamps, with incandescent reverse lamp.)
- Lamps, cargo area cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel
- Mirrors, outside high-visibility vertical trailering lower convex mirrors, manual-folding/extending (extends 3.31" [84.25mm]), molded in Black (Not included on Regular Cab models.)
- Mirror caps, Black
- Glass, solar absorbing, tinted
- Door handles, Black grained
- Tailgate, standard (Deleted with (ZW9) pickup bed delete.)
- Tailgate and bed rail protection cap, top
- Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)
- Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)

Entertainment

- Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)
- Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
- Bluetooth for phone connectivity to vehicle infotainment system
- Wireless Phone Projection for Apple CarPlay and Android Auto
- Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

- Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

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Quote: City of Green Bay 3500 WT

Interior	
	Seat trim, Vinyl
	Seat adjuster, driver 4-way manual
	Seat adjuster, passenger 4-way manual
	Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)
	Floor covering, rubberized-vinyl (Not available with LPO floor liners.)
	Steering wheel, urethane
	Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure
	Driver Information Center, 3.5" diagonal monochromatic display
	Exterior Temperature Display located in radio display
	Compass, located in instrument cluster
	Window, power front, drivers express up/down
	Window, power front, passenger express down
	Windows, power rear, express down (Not available with Regular Cab models.)
	Door locks, power
	Remote Keyless Entry with 2 transmitters
	Power outlet, front auxiliary, 12-volt
	USB Ports, 2, Charge/Data ports located on instrument panel
	Air conditioning, single-zone
	Air vents, rear, heating/cooling (Not available on Regular Cab models.)
	Mirror, inside rearview, manual tilt
	Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
	Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical	
	Automatic Emergency Braking
	Front Pedestrian Braking
	StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist

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Quote: City of Green Bay 3500 WT

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

HD Rear Vision Camera (Deleted when (ZW9) pickup bed delete is ordered.)

Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)

Lane Departure Warning

Following Distance Indicator

Forward Collision Alert

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)

Indicator-Seat Belt WARNING, Rear Seat (Requires Crew Cab or Double Cab model.)

Seat Belt Adjustable Guide Loops front row only (Included and only available on Crew Cab and Double Cab models.)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

3 Years of Remote Access. The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

Processing-Other

Trailering Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

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Quote: City of Green Bay 3500 WT

WARRANTY

Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # P.3

To approve the purchase of a 2024 Chevrolet Silverado 2500HD for the Fire Department. The total cost for this purchase with options is \$58,173.14. This is being funded by 2024 borrowed money.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. Finance Request Fire Pick Up Truck BC411 Purchase 4-2024



Purchasing Department
100 North Jefferson Street - Room 101
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3047
Fax 920.448.3050

4/24/2024

Finance Committee 4/30/2024.

Consideration and possible action to approve the Purchase of a 2024 Chevrolet Silverado 2500HD (CK2043) 4WD Crew Cab 159" LT for the City of Green Bay Fire Department.

Toal Cost for this purchase w/options is \$58,173.14. This is being purchased off the State Of Wisconsin Fleet Vehicle Contract Pricing - State Contract 505ENT-M21-VEHICLES-00

Funding is coming out of 2024 Bonded Money under the Account Code 424400-55140-41222

Respectfully Submitted,
Thomas J. Walenski

Thomas J. Walenski
Procurement Manager
City of Green Bay



Napleton Chevrolet Columbus

Erin Damico | 920-623-5800 | edamico@napleton.autos

City of Green Bay

Prepared For: Troy VanHandel

920-448-3049

Troy.VanHandel@greenbaywi.gov

[Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT



Erin Damico
Napleton Chevrolet Columbus
800 Maple Ave
Columbus, WI 53925
920.623.5800
edamico@napleton.autos

State Contract 505ENT-M21-VEHICLES-00



Napleton Chevrolet Columbus

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[Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (✔ Complete)

Quote: City of Green Bay Silverado 2500 LT

Quote Worksheet

	MSRP
Base Price	\$54,000.00
Dest Charge	\$1,895.00
Total Options	\$8,290.00
Subtotal	\$64,185.00
Title Fee	\$164.50
New Municipal Plates	\$5.00
Delivery to Green Bay	\$137.50
Subtotal Pre-Tax Adjustments	\$307.00
Less Customer Discount	(\$6,318.86)
Subtotal Discount	(\$6,318.86)
Trade-In	\$0.00
Excluded from Sales Tax	Subtotal Trade-In
	\$0.00
	Taxable Price
	\$58,173.14
Sales Tax	\$0.00
	Subtotal Taxes
	\$0.00
	Subtotal Post-Tax Adjustments
	\$0.00
	Total Sales Price
	\$58,173.14

Comments:

PO 27429 Line 8-1

Dealer Signature / Date

Customer Signature / Date

Selected Model and Options

MODEL		
CODE	MODEL	MSRP
CK20743	2024 Chevrolet Silverado 2500HD 4WD Crew Cab 159" LT	\$54,000.00

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[Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (Complete)

Quote: City of Green Bay Silverado 2500 LT

COLORS

CODE	DESCRIPTION
GBA	Black

NOTE

CODE	DESCRIPTION	MSRP
**	** DUE TO SEMICONDUCTOR SUPPLY SHORTAGES, FEATURE AVAILABILITY WILL CHANGE THROUGHOUT THE MODEL YEAR. SEE THE WINDOW LABEL OF A SPECIFIC VEHICLE TO DETERMINE ITS CONTENT **	\$0.00

EMISSIONS

CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	\$0.00

ENGINE

CODE	DESCRIPTION	MSRP
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)	\$0.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
MKM	Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)	\$0.00

GVWR

CODE	DESCRIPTION	MSRP
JGH	GVWR, 10,850 lbs. (4921 kg) (Included and only available with CK20743 model and (L8T) 6.6L V8 gas engine with 18", 20" or 22" wheels.)	Inc.

AXLE

CODE	DESCRIPTION	MSRP
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	\$0.00



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[Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (✔ Complete)

Quote: City of Green Bay Silverado 2500 LT

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
1LT	LT Preferred Equipment Group includes standard equipment	\$0.00

WHEELS

CODE	DESCRIPTION	MSRP
S90	Wheels, 20" (50.8 cm) High gloss Black painted wheel with Black center caps (Requires (WEA) Z71 Sport Edition or (WJP) Midnight Edition. Included with (ANQ) Alaskan Snow Plow Special Edition.)	\$1,400.00

TIRES

CODE	DESCRIPTION	MSRP
QF9	Tires, LT275/65R20 all-terrain, blackwall (Requires (Q86) or LPO 20" wheels. Included with (ANQ) Alaskan Snow Plow Special Edition, (WBL) Z71 Chrome Sport Edition or (PCQ) Duramax and Appearance Package.)	\$200.00

SPARE TIRE

CODE	DESCRIPTION	MSRP
ZYG	Tire, spare LT275/70R18 all-terrain, blackwall (Included with (ANQ) Alaskan Snow Plow Special Edition. Included and only available with (QF6) LT275/70R18E all-terrain, blackwall tires, (QG3) LT275/70R18 mud-terrain, blackwall tires or (QF9) LT275/65R20 all-terrain, blackwall tires with (E63) Durabed, pickup bed. Included when (QFG) LT275/65R20 blackwall off-road tires are ordered without (ZW9) pickup bed delete. Available to order when (ZW9) pickup bed delete and (QF6) LT275/70R18E all-terrain, blackwall tires are ordered.)	Inc.

PAINT

CODE	DESCRIPTION	MSRP
GBA	Black	\$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD) (On Crew Cab and Double Cab models, not available with (PCM) Convenience Package II unless (PCL) LT Convenience Package I is ordered.)	\$0.00

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[Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (✔ Complete)

Quote: City of Green Bay Silverado 2500 LT

SEAT TRIM		
CODE	DESCRIPTION	MSRP
H0U	Jet Black, Cloth seat trim	\$0.00

RADIO		
CODE	DESCRIPTION	MSRP
I0K	Audio system, Chevrolet Infotainment 3 Premium system with Google built-in compatibility (select service plan required, terms and limitations apply) including navigation capability, 13.4" diagonal HD color touchscreen, includes multi-touch display, AM/FM stereo, Bluetooth streaming audio for music and most phones; featuring Wireless Apple CarPlay and Wireless Android Auto capability for compatible phones, advanced voice recognition, in-vehicle apps, personalized profiles for infotainment and vehicle settings (STD)	\$0.00

OPTION DISCOUNT		
CODE	DESCRIPTION	MSRP
—	Option/package discount (Requires (PDA) Texas Edition, (PDU) All Star Edition, (PDZ) Z71 Off-Road and Protection Package or (PCQ) Duramax and Appearance Package.) *DISCOUNT*	(\$500.00)

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[Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (✔ Complete)

Quote: City of Green Bay Silverado 2500 LT

ADDITIONAL EQUIPMENT - PACKAGE		
CODE	DESCRIPTION	MSRP
B59	Remote Start Package includes (BTV) Remote Start, (UTJ) Theft Deterrent System and (C49) rear-window defogger (Requires (PCL) Convenience Package.)	\$525.00
PCL	Convenience Package includes (KI4) 120-volt power outlet, (KC9) 120-volt bed-mounted power outlet, (UF2) Cargo bed LED lighting, (UBI) 2 charge-only USB ports for second row, (CJ2) dual-zone automatic climate control, (A2X) 10-way power driver seat including power lumbar, (N37) manual tilt/telescoping steering column, (T3U) LED fog lamps (Requires (ZM9) Heat Package and (B59) Remote Start Package.)	Inc.
PDU	All Star Edition for Crew Cab and Double Cab models, includes (PCL) Convenience Package and (PQB) Safety Package (Not available with (PDA) Texas Edition or (ZW9) pickup bed delete.) *GROSS*	\$2,470.00
PQB	Safety Package includes (UD7) Rear Park Assist, (UKV) Trailer Side Blind Zone Alert and (UFG) Rear Cross Traffic Alert (Includes (UET) Trailing App, (UV2) HD Surround Vision, (UVN) Bed View Camera and (TRG) Trailer Camera Provisions. Requires (PCL) LT Convenience Package and (DWI) trailer mirrors. Not available with (ZW9) pickup bed delete.)	Inc.
VYU	Snow Plow Prep/Camper Package includes (KW5) 220-amp alternator, includes increased front GAWR on Heavy Duty models, (NZZ) skid plates (transfer case and oil pan), pass through dash grommet hole and roof emergency light provisions. Contact GM Upfitter Integration at www.gmupfitter.com for plow installation details and assistance. Note: if ordered for Camper usage, recommend ordering (UY2) Trailing wiring provisions (Requires 4WD model. Upgradeable to (KHF) Dual alternators (220-amp primary, 170-amp auxiliary). Included with (ANQ) Alaskan Snow Plow Special Edition. Not available with (F60) Heavy Duty Front Spring/Camper Package.)	\$300.00
WJP	Midnight Edition includes Black grille bar with "Chevy Black Bowtie", Black grille inserts, Black skid plate, Black badging, Black bowtie on horn pad, (DP6) Gloss Black mirror caps, Black hood vent surround, (VB5) painted front bumper, (VT5) painted rear bumper, (CGN) Chevytec spray-on bedliner and (RVS) 4" Black assist steps, LPO (4WD only. Requires Crew Cab model, (PDU) All Star Edition, (Z71) Z71 Off-Road Package (PQB) Safety Package, (GBA) Black exterior color and either (H0U) or (H0Y) Jet Black interior trim. (H0Y) Jet Black leather-appointed interior trim requires (PCM) Convenience II and (CXH) Leather Package. Includes high-intensity LED headlamps and (DWI) trailer mirrors. May upgrade only to (S90) 20" high gloss painted wheels with (QF9) LT275/65R20 all-terrain, blackwall tires. When ordered with (QK2) Multi-Flex tailgate, will include Black tailgate bowtie. Not available with (PDA) Texas Edition, (PDZ) Z71 Off-Road and Protection Package, (ANQ) Alaskan Snow Plow Special Edition, (WEA) Z71 Sport Edition, (WBL) Z71 Chrome Sport Edition, (ZW9) pickup bed delete, any Chrome assist steps or any LPO wheels.)	\$2,750.00
Z71	Z71 Off-Road Package includes (Z71) Off-Road suspension with off-road tuned twin tube Rancho shocks, (JHD) Hill Descent Control and (NZZ) skid plates (transfer case and oil pan) (Requires 4WD model. Includes (QXT) LT265/70R17 all-terrain, blackwall tires and molded in color Black grille. Included with (PDZ) Z71 Off-Road and Protection Package. "4X4" decals on bed are replaced with "Z71" fender badge. Not available with (ZW9) pickup bed delete.)	\$175.00

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Quote: City of Green Bay Silverado 2500 LT

ZM9	Heat Package includes (KA1) Heated driver and passenger seats and (KI3) Heated steering wheel (Requires (PCL) LT Convenience Package.)	\$400.00
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ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	MSRP
—	Suspension, Off-Road includes twin-tube shocks (Included and only available with (Z71) Z71 Off-Road Package.)	Inc.
JHD	Hill Descent Control (Included and only available with (Z71) Z71 Off-Road Package.)	Inc.
K4Z	Battery, auxiliary, 700 cold-cranking amps/70 Amp-hr (Requires (L8T) 6.6L V8 gas engine and either (KW5) 220-amp alternator or (KHF) dual alternators. Not available with (KW7) 170-amp alternator.)	\$135.00
KW5	Alternator, 220 amps (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (VYU) Snow Plow Prep/Camper Package. Free flow on (L8T) 6.6L V8 gas engine.)	Inc.
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep/Camper Package.)	Inc.

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Quote: City of Green Bay Silverado 2500 LT

ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	MSRP
—	Taillamps, LED with signature, animated (Included and only available with (WJP) Midnight Edition, (WEA) Z71 Sport Edition or (WBL) Z71 Chrome Sport Edition. Certain vehicles built on or after May 29, 2023 will be forced to include (09X) LED Taillamps with Fixed Signature. See dealer for details or the window label for the features on a specific vehicle.)	Inc.
B1J	Wheelhouse liners, rear (Included with (WPQ) Protection Package. Not available with (ZW9) pickup bed delete.)	\$140.00
CGN	Chevytec spray-on bedliner Black (does not include spray-on liner on tailgate due to Black composite inner panel) (Included with (PDZ) Z71 Off-Road and Protection Package, (WJP) Midnight Edition, (WEA) Z71 Sport Edition, (WBL) Z71 Chrome Sport Edition, (Z6A) Gooseneck/5th Wheel Prep Package or (ANQ) Alaskan Snow Plow Special Edition. Not available with (ZW9) pickup bed delete. Available with Ship Thru code (SQE), not available with any other Ship Thru code.)	Inc.
DP6	Mirror caps, high-gloss Black (Included and only available with (WJP) Midnight Edition or (WEA) Z71 Sport Edition.)	Inc.
DWI	Mirrors, outside power-adjustable vertical trailering with heated and auto-dimming upper glass lower convex mirrors, turn signal indicators, puddle lamps, perimeter lighting, auxiliary lighting, power folding/manual extending (extends 3.31" [84.25mm]) (Requires (PCL) Convenience Package or (PDN) Chevrolet Bowtie Accent Package, LPO. Includes (DD8) auto-dimming rearview mirror.)	Inc.
T3U	Fog lamps, front, LED (Included with (PCL) Convenience Package.)	Inc.
T4L	Headlamps, Animated LED projectors LED turn signals and Daytime Running Lamps (Included and only available with (WJP) Midnight Edition, (WEA) Z71 Sport Edition or (WBL) Z71 Chrome Sport Edition.)	Inc.
UF2	LED Cargo Area Lighting located in pickup bed, activated with switch on center switch bank or key fob (Included with (PCL) Convenience Package. Not available with (ZW9) pickup bed delete.)	Inc.
VB5	Bumper, front (Included and only available with (WJP) Midnight Edition, (WEA) Z71 Sport Edition or (WBL) Z71 Chrome Sport Edition. (WJP) Midnight Edition will be gloss Black. (WEA) Z71 Sport Edition and (WBL) Z71 Chrome Sport Edition will be body-color.)	Inc.
VK3	License plate kit, front (will be shipped to orders with ship-to states that require front license plate)	\$0.00
VT5	Bumper, rear (Included and only available with (WJP) Midnight Edition, (WEA) Z71 Sport Edition or (WBL) Z71 Chrome Sport Edition. (WJP) Midnight Edition will be gloss Black. (WEA) Z71 Sport Edition and (WBL) Z71 Chrome Sport Edition will be body-color.)	Inc.

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Quote: City of Green Bay Silverado 2500 LT

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
A2X	Seat adjuster, driver 10-way power including lumbar (Included and only available with (PCL) Convenience Package.)	Inc.
BTV	Remote vehicle starter system (Included and only available with (B59) Remote Start Package.)	Inc.
C49	Defogger, rear-window electric (Included with (B59) Remote Start Package.)	Inc.
CJ2	Air conditioning, dual-zone automatic climate control (Included and only available with (PCL) Convenience Package.)	Inc.
DD8	Mirror, inside rearview auto-dimming (Included and only available with (DWI) trailer mirrors. Not available with (DRZ) Rear Camera Mirror.)	Inc.
KA1	Seating, heated driver and front outboard passenger (Included and only available with (ZM9) Heat Package.)	Inc.
KC9	Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) interior power outlet) (Included and only available with (KI4) Power outlet. Not available with (ZW9) pickup bed delete.)	Inc.
KI3	Steering wheel, heated (Included and only available with (ZM9) Heat Package.)	Inc.
KI4	Power outlet, interior, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Included and only available with (PCL) Convenience Package.)	Inc.
N37	Steering column, manual tilt and telescoping (Included and only available with (PCL) Convenience Package. Beginning February 27, 2023 through June 4, 2023, certain vehicles will be forced to include (N37) manual tilt/telescoping steering column that will remove the (N33) Tilt-Wheel manual steering column. Does not include later dealer retrofit. See dealer for details or the window label for the features on a specific vehicle.)	Inc.
UBI	USB ports, rear, dual, charge-only (Included and only available with (KI4) 120-volt power outlet.)	Inc.
UTJ	Theft-deterrent system, unauthorized entry (Included and only available with (B59) Remote Start Package.)	Inc.



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Quote: City of Green Bay Silverado 2500 LT

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
TRG	Trailer Camera Provisions and trailer viewing software (Included and only available with (PQB) Safety Package. Not available on Regular Cab models.)	Inc.
UD7	Rear Park Assist (Included and only available with (PQB) Safety Package. Not available with (ZW9).)	Inc.
UET	In-Vehicle Trailering App, System includes checklist, trailer maintenance reminders, trailer security alerts, trailer mileage, tow/haul reminder, trailer electrical diagnostics and Trailer Tire Pressure Monitor System module (Included and only available with (PCM) Convenience Package II or (PQB) Safety Package.)	Inc.
UFG	Rear Cross Traffic Alert (Included and only available with (PQB) Safety Package.)	Inc.
UKV	Trailer Side Blind Zone Alert (Included and only available with (PQB) Safety Package. Not available with (ZW9).)	Inc.
UV2	HD Surround Vision (Included and only available with (PQB) Safety Package. Not available on Regular Cab models.)	Inc.
UVN	Bed View Camera camera in the CHMSL to show a view of the cargo bed, display located in infotainment screen, includes Two Trailer Camera Provisions (Included and only available with (PQB) Safety Package. Not available with Regular Cab models or (ZW9) pickup bed delete.)	Inc.

ADDITIONAL EQUIPMENT - LPO

CODE	DESCRIPTION	MSRP
RVS	LPO, Assist steps - 4" Black - round (dealer-installed) (Included with (WEA) Z71 Sport Edition or (WJP) Midnight Edition. Not available with any other assist steps.)	Inc.
VQK	LPO, Molded splash guards, Black (dealer-installed) (Not available with (ZW9) pickup bed delete.)	\$295.00
Options Total		\$8,290.00

Standard Equipment

Package

Trailering Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

Mechanical

Durabed, pickup bed

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline, (401 hp [299 kW] @ 5200 rpm, 464 lb -ft of torque [629 N-m] @ 4000 rpm) (STD)

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Quote: City of Green Bay Silverado 2500 LT

Mechanical

- Transmission, Allison 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)
- Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
- GVWR, 10,450 lbs. (4740 kg) (STD) (Included and only available with CK20743 model and (L8T) 6.6L V8 gas engine with 17" wheels or CC20753 model and (L8T) 6.6L V8 gas engine with 18", 20" or 22" wheels.)
- Push Button Start
- Air filter, heavy-duty
- Air filtration monitoring
- Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)
- Auto-locking rear differential
- Four wheel drive
- Cooling, external engine oil cooler
- Cooling, auxiliary external transmission oil cooler
- Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)
- Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)
- Trailer brake controller, integrated
- Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section
- Recovery hooks, front, frame-mounted, Black (Not available with (VLQ) Chrome recovery hooks.)
- Suspension Package
- Steering, Recirculating Ball with smart flow power steering system
- Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors
- Brake lining wear indicator
- Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)
- Exhaust, single, side

Exterior

- Wheels, 17" (43.2 cm) machined aluminum (STD)
- Tires, LT245/75R17E all-season, blackwall (STD)

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Quote: City of Green Bay Silverado 2500 LT

Exterior

Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QH) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QH) LT245/75R17E all-season, blackwall tires are ordered.)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumper, front chrome

Bumper, rear chrome

CornerStep, rear bumper

BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)

Moldings, beltline, Black

Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)

Headlamps, halogen reflector with halogen Daytime Running Lamps

IntelliBeam, automatic high beam on/off

Taillamps with incandescent tail, stop and reverse lights

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Mirrors, outside power-adjustable vertical trailing with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm])

Mirror caps, Black

Glass, deep-tinted

Tailgate, standard (Deleted with (ZW9) pickup bed delete.)

Tailgate and bed rail protection cap, top

Tailgate, gate function manual with EZ Lift includes power lock and release (Deleted when (ZW9) pickup bed delete is ordered. Not available with (PCM) Convenience Package II unless (QK2) Multi-Flex tailgate is ordered.)

Door handles, body-color

Entertainment

Audio system, Chevrolet Infotainment 3 Premium system with Google built-in compatibility (select service plan required, terms and limitations apply) including navigation capability, 13.4" diagonal HD color touchscreen, includes multi-touch display, AM/FM stereo, Bluetooth streaming audio for music and most phones; featuring Wireless Apple CarPlay and Wireless Android Auto capability for compatible phones, advanced voice recognition, in-vehicle apps, personalized profiles for infotainment and vehicle settings (STD)

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Data Version: 21857. Data Updated: Mar 3, 2024 6:40:00 PM PST.



Napleton Chevrolet Columbus

Erin Damico | 920-623-5800 | edamico@napleton.autos

[Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (✔ Complete)

Quote: City of Green Bay Silverado 2500 LT

Entertainment

SiriusXM Radio
SiriusXM with 360L Equipped with SiriusXM with 360L. Enjoy a trial subscription of the Platinum Plan for the full 360L experience, with a greater variety of SiriusXM content, a more personalized experience and easier navigation. With the Platinum Plan you can also enjoy your favorites everywhere you go, with the SiriusXM app, online and at home on compatible connected devices. (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms and how to cancel. All fees, content, features, and availability are subject to change. GM connected vehicle services vary by vehicle model and require active service plan, working electrical system, cell reception and GPS signal. See onstar.com for details and limitations.)
Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)
Wireless phone projection for Apple CarPlay and Android Auto
Steering wheel audio controls
Bluetooth for phone connectivity to vehicle infotainment system
Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD) (On Crew Cab and Double Cab models, not available with (PCM) Convenience Package II unless (PCL) LT Convenience Package I is ordered.)
Cloth seat trim
Seat adjuster, driver 4-way manual
Seat adjuster, passenger 4-way manual
Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)
Floor covering, color-keyed carpeting
Floor mats, rubberized vinyl, front (Deleted when LPO floor liners are ordered.)
Floor mats, rubberized-vinyl rear (Not available with Regular Cab models. Deleted when LPO floor liners are ordered.)
Steering wheel, wrapped
Driver Information Center, enhanced, 12.3" diagonal reconfigurable multicolor digital display
Exterior Temperature Display located in radio display
Compass located in instrument cluster

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Napleton Chevrolet Columbus

Erin Damico | 920-623-5800 | edamico@napleton.autos

[Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (✔ Complete)

Quote: City of Green Bay Silverado 2500 LT

Interior

Rear Seat Reminder (Requires Crew Cab or Double Cab model.)
Window, power front, drivers express up/down
Window, power front, passenger express down
Windows, power rear, express down (Not available with Regular Cab models.)
Door locks, power
Keyless Open and Start
Cruise control, electronic with set and resume speed, steering wheel-mounted
USB Ports, 2, Charge/Data ports located on instrument panel
Air conditioning, single-zone
Air vents, rear, heating/cooling (Not available on Regular Cab models.)
Mirror, inside rearview, manual tilt
Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Automatic Emergency Braking
Front Pedestrian Braking
StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control
--

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
HD Rear Vision Camera (Deleted when (ZW9) pickup bed delete is ordered.)
Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)

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Napleton Chevrolet Columbus

Erin Damico | 920-623-5800 | edamico@napleton.autos

[Fleet] 2024 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" LT (Complete)

Quote: City of Green Bay Silverado 2500 LT

Safety-Interior	
	Lane Departure Warning
	Following Distance Indicator
	Forward Collision Alert
	Seat Belt Adjustable Guide Loops, front row only (Included and only available on Crew Cab and Double Cab models.)
	Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu
	Rear Seat Belt Indicator (Requires Crew Cab or Double Cab model.)
	Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
	Tire Pressure Monitoring System
	3 Years of Remote Access. The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)

Processing-Other
Trailering Information Label provides max trailer ratings for tongue weight, conventional, gooseneck and 5th wheel trailering (Not available with (ZW9) pickup bed delete.)

WARRANTY
Basic Years: 3
Basic Miles/km: 36,000
Drivetrain Years: 5
Drivetrain Miles/km: 60,000
Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # P.4

To approve the purchase of a G2 Fire Station Alerting System. The total cost of the purchase, with installation, is \$988,984.72, funded by 2023-2024 borrowed money.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. Finance-Fire Alerting System 4-30-2024 summarized



Purchasing Department
100 North Jefferson Street - Room 101
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3047
Fax 920.448.3050

4/24/2024

Finance Committee 4/30/2024.

Consideration and possible action to approve the Purchase of a G2 Fire Station Alerting System to include (1) One Dispatch System and (9) Nine Station Systems. The total cost of the purchase with installation is \$988,984.72. Please note Station #1 is quoted but the address may change in the future the equipment list and cost will remain static.

Equipment and Install is being Purchased through:

Pricing protected pursuant to the Mater Price Agreement entered into between League of Oregon Cities (LOC) and USDD, and made available to members of the National Purchasing Partners, LLC, dba Public Safety GPO, dba Law Enforcement GPO, and dba NPPgov – Contract #PS20350. More information is available at: <http://nppgove.com/contract/us-digital-designs>.

Recommended Vendor: US Digital Designs

Funding Source: Bonded from 2023-2024

Account Code: 424400-55150-41214

Respectfully Submitted,

Thomas J. Walenski

Thomas J. Walenski
Procurement Manager
City of Green Bay



US DIGITAL DESIGNS
by Honeywell

Quotation to:

**City of Green Bay, Wisconsin
Green Bay Fire Department**

Project:

**G2 Fire Station Alerting System
One (1) Dispatch System & Nine (9) Station Systems**

Proposal number:

WI_GBAY001

Revision #

4

Pricing protected pursuant to the Master Price Agreement entered into between League of Oregon Cities (LOC) and USDD, and made available to members of the National Purchasing Partners, LLC, dba Public Safety GPO, dba Law Enforcement GPO, and dba **NPPgov - Contract #PS20350**. More information is available at: <https://nppgov.com/contract/us-digital-designs>.

Green Bay Fire Department is Member # M-5690809

Quote Date:

08-Mar-2024

Quote Expires:

6-Jun-2024

INSTALLATION BY:

**Digicom Installations
Pat Fortunato (847) 980-5092**

By:

Chris Hicks
Regional Territory Manager - Midwest

US Digital Designs, Inc.

1835 E Sixth St #27

Tempe, AZ 85281

(319) 340 - 0648 mobile

christopher.hicks@honeywell.com

[This Proposal is subject to corrections due to Errors or Omissions]

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 3/8/2024
Expires: 6/6/2024

Quote SUBMITTED TO:
City of Green Bay, Wisconsin
Green Bay Fire Department

REF PROPOSAL

WI_GBAY001 v4

PRIMARY-DISPATCH-LEVEL

PRIMARY DISPATCH G2 FSA SYSTEM

Dispatch center costs typically only need to be assumed once per dispatching agency, no matter how many stations are dispatched (unless redundant centers or further modifications are needed).

DISPATCH SYSTEM INTERFACES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
DI2	LOT	CAD	1	CAD Interface - TBD (USDD-side Only - Customer responsibility to discuss CAD-side costs (if any) with their vendor)	CADI-P	\$ 14,250.00	\$ 12,825.00	12,825.00	

DISPATCH SYSTEM COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
DC1	PR	USDD	1	G2 Communications Gateway Pair (Hardware for CAD interface) 2@1RU each (2RU Total)	G2-GW	\$ 12,510.00	\$ 11,259.00	11,259.00	
DC2a	Kit	USDD	1	G2 Gateway Audio Radio Interface (GaRi) - Kitted with Flange-Mount, Rack-Mount Adapter Available if needed	GaRI2	\$ 2,817.50	\$ 2,535.75	2,535.75	

DISPATCH SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
DS1	HR	USDD	50	Gateway Configuration & Modifications	GW-CM	\$ 373.75	\$ 336.38	16,818.75	
DS2b	LOT	USDD	1	Gateway Installation / BY CUSTOMER (with REMOTE ASSISTANCE by USDD Personnel)	GW-I-C	\$ 375.00	\$ 337.50	337.50	
DS3	LOT	USDD	1	Gateway Start-Up / On-Site BY USDD (with direct coordinated assistance by authorized customer CAD, Radio & IT personnel)	GW-SU-O	\$ 6,813.75	\$ 6,132.38	6,132.38	
DS4	LOT	USDD	1	Gateway Project Management	GW-PM	\$ 413.84	\$ 372.46	372.46	
DS5a	LOT	USDD	1	Training - System Administrator / Dispatch Supervisor - On-Site (4 Hours)	TRA-DIS-O	\$ 5,008.75	\$ 4,507.88	4,507.88	
DS6a	LOT	USDD	1	Training - Station-Level Configuration and Equipment Usage - On-Site (4 Hours)	TRA-STA-O	\$ 5,008.75	\$ 4,507.88	4,507.88	
DS8	LOT	USDD	0	Misc Option 1		\$ -	\$ -	-	
DS9	LOT	USDD	0	Misc Option 2		\$ -	\$ -	-	

PRIMARY DISPATCH G2 FSA SYSTEM	System Total:	59,296.58
	Shipping Total:	119.00
	System Subtotal	59,415.58

PRIMARY DISPATCH MOBILE APP SERVICE

for IOS and ANDROID Platforms Only - In Conjunction with USDD Communications Gateways Only

For each year the FSA System is under standard warranty or elected recurring support coverage, USDD would like to offer our G2 Mobile Station Alerting App to those customers at no additional cost (in groups of 24 licenses-per-ATX-purchased).

# of Mobile App Device Licenses (Users) Requested:	0
# of Stations within the agency to be Alerted:	0
# of Stations to have ATX Station Controller Installed:	0

APP DEVICE LICENSES - INCLUDED (at no additional cost, x24 Per-ATX Installed while under Warranty/Support)

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
AP1	Ea/Yr	USDD	0	G2 MOBILE FSAS APP - Single Device License / Per Year Cost (\$9.00 / \$8.10 per Month)	APP-DLI	\$ 124.50	\$ 112.05	\$0 but no cost/included while under warranty or elected support	

APP DEVICE LICENSES - ADDITIONAL NEEDED (or surplus available)

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
AP2	Ea/Yr	USDD	0	G2 MOBILE FSAS APP - Single Device License / Per Year Cost (\$9.00 / \$8.10 per Month)	APP-DLA	\$ 124.50	\$ 112.05	-	

(If no longer under Warranty or Elected Support) Number of Years Purchasing for this License Group	1
---	---

PRIMARY DISPATCH MOBILE APP SERVICE Yearly Total:	-
All Years Subtotal:	-

USDD G2 MOBILE FSA APP:

USDD has developed the Phoenix G2 FSA Mobile Application (the "App") to provide a remote extension of the customer's existing G2 FSAS. **Mobile App Only Available to Customers Using USDD's G2 Communications Gateways interfaced to a formal Computer Aided Dispatch (CAD) System.** The App is supported by Apple and Android devices. The App will interface with the Agency's CAD to send simultaneous mobile alerts, including dispatch announcements, administrative alerts, IT support notifications and application update notifications to authorized personnel via their smartphones and tablets. The App alerts personnel as individuals or groups (e.g., stations, battalions, districts, etc.) wherever they are, making it especially ideal for volunteers and reserves. The mobile alerts plays the same tones as those in the station, shows incident location using the device's built-in mapping capabilities and enables users to save notifications for future reference and search for previous notifications. In addition, the App provides an easy-access email address and phone link to local IT support. Each ATX Station Controller will enable x24 App licenses at no additional charge while the System is under warranty or annual service and support. Additional licenses can be obtained on a sliding cost scale. It should be noted, however, that the performance of mobile alerting is subject to network reliability and coverage.

So your eventual needs will be determined when you let us know how many device licenses you would need, versus the 24 devices-licenses-per-ATX-purchased and currently under warranty or support. As long as the purchased/installed ATX Station Controller is currently under warranty or elected recurring annual support, then there is no additional annual cost for up to x24 individual device licenses for the G2 Mobile FSA App.

Please Note that if customer declines Recurring Annual Support Options, then they will have to pay separately for the App or forfeit ability to use the G2 Mobile Alerting App. Any deviation from device license numbers listed above subjects proposal to change.

PRIMARY DISPATCH MAPPING SERVICE

Mapping System costs typically only need to be assumed once per dispatching agency, no matter how many stations are dispatched (unless redundant centers or further modifications are needed). Costs for this part of the system are often shared between consolidated agencies.

USDD-HOSTED MAPPING - **INCLUDED** (at no additional cost while under Warranty/Support)

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
DM1	YR	USDD	1	G2 FSA Mapping Server - Yearly Hosting Cost (Cloud/USDD Hosted) Using National Street Data we provide, as-is	MAP-CLD	\$ 1,540.00	\$ 1,386.00	1386 included at no charge/no additional cost	

MAPPING SYSTEM SERVICES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
DM3	HR	USDD	8	System Configuration and Modification for Mapping	MAP-CM	\$ 325.00	\$ 292.50	2,340.00	
DM7	LOT	USDD	0	Misc Option 1		\$ -	\$ -	-	

PRIMARY DISPATCH MAPPING SERVICE	System Total:	2,340.00
	Shipping Total:	-
	System Subtotal	2,340.00

PRIMARY DISPATCH WARRANTY & SUPPORT

INCLUDES G2 MOBILE SMART-PHONE ALERTING APPS & USDD-HOSTED MAPPING SERVICES (if available). Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement

DISPATCH-LEVEL WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
DW1	HR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS DISPATCH SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 2,957.75	\$2,661.98	3992.9625 but No Charge For Initial Warranty Period / Not Included in Subtotals	
DW2	LOT	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS DISPATCH SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 2,957.75	\$ 2,661.98	-	

INDIVIDUAL DISPATCH SYSTEMS TOTALS

PRIMARY DISPATCH G2 FSA SYSTEM TOTAL:	59,415.58
PRIMARY DISPATCH MOBILE APP SERVICE TOTAL:	-
PRIMARY DISPATCH MAPPING SERVICE TOTAL:	2,340.00

ENTIRE DISPATCH-LEVEL SUBTOTALS (NOW INCLUDING WARRANTY, OPTIONAL SUPPORT & TAX AS WELL)

ALL PRIMARY-DISPATCH-LEVEL SYSTEMS SUBTOTAL:	61,636.58
ALL PRIMARY-DISPATCH-LEVEL SHIPPING SUBTOTAL:	119.00
ALL PRIMARY-DISPATCH-LEVEL WARRANTY & SUPPORT:	-
ALL DISPATCH-LEVEL MISCELLANEOUS. (if applicable):	-
PRIMARY PRIMARY-DISPATCH-LEVEL GRAND TOTAL:	61,755.58

(SEE 'SECTION TOTALS' PAGE FOR EVEN MORE DETAIL)

This quote does not include or assume any amounts for sales or use tax. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281

877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 3/8/2024
Expires: 6/6/2024

Quote SUBMITTED TO:
City of Green Bay, Wisconsin
Green Bay Fire Department

REF PROPOSAL
WI_GBAY001 v4

STATION-LEVEL

Station #1 - 501 S. Washington; Green Bay, WI

Based from USDD G2 Fire Station Alerting System Design Drawing # TBD

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,102.50	\$ 992.25	\$ 992.25	
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 124.50	\$ 112.05	N/A - Included	

STATION SYSTEM CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25	
SC3a	Kit	USDD	1	Rack Mount Ears for ATX or EXP	ATX-E	\$ 74.00	\$ 66.60	\$ 66.60	
SC4a	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 988.00	\$ 889.20	\$ 889.20	
SC4b	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 75.00	\$ 67.50	\$ 67.50	

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP3a	Ea	USDD	1	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 1,121.50	\$ 1,009.35	\$ 1,009.35	
SP7	Ea	USDD	1	G2 MESSAGE REMOTE 2 Module	MR2	\$ 1,525.00	\$ 1,372.50	\$ 1,372.50	
SP8a	Ea	USDD	1	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 1,006.50	\$ 905.85	\$ 905.85	
SP8b	Ea	USDD	8	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,260.00	\$ 1,134.00	\$ 9,072.00	
SP9b	Ea	USDD	1	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 75.00	\$ 67.50	\$ 67.50	
SP9d	Ea	TBD	1	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 390.00	\$ 351.00	\$ 351.00	
SP10a	Ea	USDD	3	G2 ROOM REMOTE 2 Module	RR2	\$ 2,167.00	\$ 1,950.30	\$ 5,850.90	
SP10c	Ea	USDD	2	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 201.25	\$ 181.13	\$ 362.25	
SP11a	Ea	USDD	5	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 374.00	\$ 336.60	\$ 1,683.00	
SP12a	Ea	USDD	1	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - includes Cable Hanging Kit (requires MR2 for power/signal/control)	SPK-OAS	\$ 1,050.00	\$ 945.00	\$ 945.00	
SP13a	Ea	USDD	19	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 121.00	\$ 108.90	\$ 2,069.10	
SP13b	Ea	USDD	1	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 126.00	\$ 113.40	\$ 113.40	
SP15	Ea	USDD	3	G2 Strobe Light / Red LED	STR	\$ 661.50	\$ 595.35	\$ 1,786.05	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	1	Station Installation Digicom Installs	ST-INST	\$ 40,790.85	\$ 36,711.77	\$ 36,711.77	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 3,776.01	\$ 3,398.41	\$ 3,398.41	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,618.29	\$ 1,456.46	\$ 1,456.46	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 809.15	\$ 728.23	\$ 728.23	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 80.91	\$ 72.82	\$ 72.82	
SS7a	Ea	USDD	1	Station Training - Configuration and Equipment. On-Site @ Station. 4 Hours, 1 Visit. (for Technical Services Staff)	TRA-UT-O	\$ 4,425.00	\$ 3,982.50	\$ 3,982.50	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 5,394.30	\$ 4,854.87	7282.305 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 5,394.30	\$ 4,854.87	\$ -	

Station #1 - 501 S. Washington; Green Bay, WI		System:	\$ 94,898.89
		Shipping:	\$ 1,181.00
		Warranty & Support:	\$ -
		Miscellaneous (if applicable)	\$ -
		STATION SUBTOTAL:	\$ 96,079.89

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:
Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations. For FSaaS Program: The cost of service and support beyond initial warranty period is included in the FSaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:
01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 3/8/2024
Expires: 6/6/2024

Quote SUBMITTED TO:
City of Green Bay, Wisconsin
Green Bay Fire Department

REF PROPOSAL
WI_GBAY001 v4 STATION-LEVEL

Station #2 - 929 University Ave., Green Bay, WI

Based from USDD G2 Fire Station Alerting System Design Drawing # TBD

STATION SYSTEM LICENSES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,102.50	\$ 992.25	\$ 992.25	
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See "Mobile" Section for more detail.	G2-APP-DLI	\$ 124.50	\$ 112.05	N/A - Included	

STATION SYSTEM CONTROLLER									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25	
SC3a	Kit	USDD	1	Rack Mount Ears for ATX or EXP	ATX-E	\$ 74.00	\$ 66.60	\$ 66.60	
SC4a	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 988.00	\$ 889.20	\$ 889.20	
SC4b	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 75.00	\$ 67.50	\$ 67.50	

STATION SYSTEM PERIPHERAL COMPONENTS									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP1a	Ea	TBD	1	Audio Amplifier, External, Standard	AMP	\$ 1,135.50	\$ 1,021.95	\$ 1,021.95	
SP1b	Ea	TBD	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 91.20	\$ 82.08	\$ 82.08	
SP2	Ea	USDD	4	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 949.00	\$ 854.10	\$ 3,416.40	
SP3a	Ea	USDD	1	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 1,121.50	\$ 1,009.35	\$ 1,009.35	
SP4	Ea	USDD		G2 I/O REMOTE Module w/ 8 In & 8 Out	IOR	\$ 1,581.50	\$ 1,423.35	\$ -	
SP5	Ea	USDD	2	Push Button, Standard (Black)	PB-B	\$ 126.50	\$ 113.85	\$ 227.70	
SP6	Ea	USDD	2	Push Button, Emergency (Red)	PB-R	\$ 126.50	\$ 113.85	\$ 227.70	
SP7	Ea	USDD	2	G2 MESSAGE REMOTE 2 Module	MR2	\$ 1,525.00	\$ 1,372.50	\$ 2,745.00	
SP8a	Ea	USDD	2	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 1,006.50	\$ 905.85	\$ 1,811.70	
SP8b	Ea	USDD	5	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,260.00	\$ 1,134.00	\$ 5,670.00	
SP9b	Ea	USDD	2	MS-G Adapter Plate, DOUBLE, VESA 100_holes(2)MS-G-S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 75.00	\$ 67.50	\$ 135.00	
SP9d	Ea	TBD	2	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 390.00	\$ 351.00	\$ 702.00	
SP10a	Ea	USDD	5	G2 ROOM REMOTE 2 Module	RR2	\$ 2,167.00	\$ 1,950.30	\$ 9,751.50	
SP10c	Ea	USDD	5	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 201.25	\$ 181.13	\$ 905.63	
SP11a	Ea	USDD	12	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 374.00	\$ 336.60	\$ 4,039.20	
SP11b	Ea	USDD	1	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 374.00	\$ 336.60	\$ 336.60	
SP12a	Ea	USDD	2	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - includes Cable Hanging Kit (requires MR2 for power/signal/control)	SPK-OAS	\$ 1,050.00	\$ 945.00	\$ 1,890.00	
SP13a	Ea	USDD	5	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 121.00	\$ 108.90	\$ 544.50	
SP13b	Ea	USDD	3	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 126.00	\$ 113.40	\$ 340.20	
SP14	Ea	USDD	5	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 373.75	\$ 336.38	\$ 1,681.88	
SP15	Ea	USDD	2	G2 Strobe Light / Red LED	STR	\$ 661.50	\$ 595.35	\$ 1,190.70	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	1	Station Installation Digicom Installs	ST-INST	\$ 47,728.78	\$ 42,955.90	\$ 42,955.90	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 4,720.32	\$ 4,248.29	\$ 4,248.29	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 2,023.00	\$ 1,820.70	\$ 1,820.70	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 1,011.50	\$ 910.35	\$ 910.35	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 101.15	\$ 91.03	\$ 91.03	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 6,743.32	\$ 6,068.99	9103.482 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 6,743.32	\$ 6,068.99	\$ -	

Station #2 - 929 University Ave.; Green Bay, WI		System:	\$ 110,716.15
		Shipping:	\$ 1,448.00
		Warranty & Support:	\$ -
		Miscellaneous (if applicable)	\$ -
		STATION SUBTOTAL:	\$ 112,164.15

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

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Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations. For FSaaS Program: The cost of service and support beyond initial warranty period is included in the FSaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:
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04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
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15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect.

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 3/8/2024
Expires: 6/6/2024

Quote SUBMITTED TO:
City of Green Bay, Wisconsin
Green Bay Fire Department

REF PROPOSAL
WI_GBAY001 v4 STATION-LEVEL

Station #3 - 885 Shawano; Green Bay, WI

Based from USDD G2 Fire Station Alerting System Design Drawing # TBD

STATION SYSTEM LICENSES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,102.50	\$ 992.25	\$ 992.25	
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See "Mobile" Section for more detail.	G2-APP-DLI	\$ 124.50	\$ 112.05	N/A - Included	

STATION SYSTEM CONTROLLER									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25	
SC3a	Kit	USDD	1	Rack Mount Ears for ATX or EXP	ATX-E	\$ 74.00	\$ 66.60	\$ 66.60	
SC4a	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 988.00	\$ 889.20	\$ 889.20	
SC4b	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 75.00	\$ 67.50	\$ 67.50	

STATION SYSTEM PERIPHERAL COMPONENTS									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP1a	Ea	TBD	1	Audio Amplifier, External, Standard	AMP	\$ 1,135.50	\$ 1,021.95	\$ 1,021.95	
SP1b	Ea	TBD	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 91.20	\$ 82.08	\$ 82.08	
SP2	Ea	USDD	5	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 949.00	\$ 854.10	\$ 4,270.50	
SP3a	Ea	USDD	1	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 1,121.50	\$ 1,009.35	\$ 1,009.35	
SP5	Ea	USDD	2	Push Button, Standard (Black)	PB-B	\$ 126.50	\$ 113.85	\$ 227.70	
SP6	Ea	USDD	2	Push Button, Emergency (Red)	PB-R	\$ 126.50	\$ 113.85	\$ 227.70	
SP7	Ea	USDD	1	G2 MESSAGE REMOTE 2 Module	MR2	\$ 1,525.00	\$ 1,372.50	\$ 1,372.50	
SP8a	Ea	USDD	2	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 1,006.50	\$ 905.85	\$ 1,811.70	
SP8b	Ea	USDD	5	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,260.00	\$ 1,134.00	\$ 5,670.00	
SP9b	Ea	USDD	2	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 75.00	\$ 67.50	\$ 135.00	
SP9d	Ea	TBD	2	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 390.00	\$ 351.00	\$ 702.00	
SP10a	Ea	USDD	3	G2 ROOM REMOTE 2 Module	RR2	\$ 2,167.00	\$ 1,950.30	\$ 5,850.90	
SP10c	Ea	USDD	3	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 201.25	\$ 181.13	\$ 543.38	
SP11a	Ea	USDD	11	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 374.00	\$ 336.60	\$ 3,702.60	
SP12a	Ea	USDD	1	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - includes Cable Hanging Kit (requires MR2 for power/signal/control)	SPK-OAS	\$ 1,050.00	\$ 945.00	\$ 945.00	
SP13a	Ea	USDD	5	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 121.00	\$ 108.90	\$ 544.50	
SP13b	Ea	USDD	2	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 126.00	\$ 113.40	\$ 226.80	
SP14	Ea	USDD	4	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 373.75	\$ 336.38	\$ 1,345.50	
SP15	Ea	USDD	1	G2 Strobe Light / Red LED	STR	\$ 661.50	\$ 595.35	\$ 595.35	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	1	Station Installation Digicom Installs	ST-INST	\$ 41,495.55	\$ 37,346.00	\$ 37,346.00	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 4,141.30	\$ 3,727.17	\$ 3,727.17	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,774.84	\$ 1,597.36	\$ 1,597.36	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 887.42	\$ 798.68	\$ 798.68	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 88.74	\$ 79.87	\$ 79.87	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 5,916.15	\$ 5,324.53	7986.79575 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 5,916.15	\$ 5,324.53	\$ -	

Station #3 - 885 Shawano; Green Bay, WI		System:	\$ 96,794.38
		Shipping:	\$ 1,270.00
		Warranty & Support:	\$ -
		Miscellaneous (if applicable)	\$ -
		STATION SUBTOTAL:	\$ 98,064.38

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13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 3/8/2024
Expires: 6/6/2024

Quote SUBMITTED TO:
City of Green Bay, Wisconsin
Green Bay Fire Department

REF PROPOSAL
WI_GBAY001 v4 STATION-LEVEL

Station #4 - 2650 W. Point Rd.; Green Bay, WI
Based from USDD G2 Fire Station Alerting System Design Drawing # TBD

STATION SYSTEM LICENSES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,102.50	\$ 992.25	\$ 992.25	
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 124.50	\$ 112.05	N/A - Included	

STATION SYSTEM CONTROLLER									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25	
SC3a	Kit	USDD	1	Rack Mount Ears for ATX or EXP	ATX-E	\$ 74.00	\$ 66.60	\$ 66.60	
SC4a	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 988.00	\$ 889.20	\$ 889.20	
SC4b	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 75.00	\$ 67.50	\$ 67.50	

STATION SYSTEM PERIPHERAL COMPONENTS									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP1a	Ea	TBD	1	Audio Amplifier, External, Standard	AMP	\$ 1,135.50	\$ 1,021.95	\$ 1,021.95	
SP1b	Ea	TBD	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 91.20	\$ 82.08	\$ 82.08	
SP2	Ea	USDD	4	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 949.00	\$ 854.10	\$ 3,416.40	
SP3a	Ea	USDD	1	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 1,121.50	\$ 1,009.35	\$ 1,009.35	
SP5	Ea	USDD	2	Push Button, Standard (Black)	PB-B	\$ 126.50	\$ 113.85	\$ 227.70	
SP6	Ea	USDD	2	Push Button, Emergency (Red)	PB-R	\$ 126.50	\$ 113.85	\$ 227.70	
SP7	Ea	USDD	2	G2 MESSAGE REMOTE 2 Module	MR2	\$ 1,525.00	\$ 1,372.50	\$ 2,745.00	
SP8a	Ea	USDD	1	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 1,006.50	\$ 905.85	\$ 905.85	
SP8b	Ea	USDD	5	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,260.00	\$ 1,134.00	\$ 5,670.00	
SP9b	Ea	USDD	1	MS-G Adapter Plate, DOUBLE, VESA 100 Joins (2) MS-G-S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 75.00	\$ 67.50	\$ 67.50	
SP9d	Ea	TBD	1	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 390.00	\$ 351.00	\$ 351.00	
SP10a	Ea	USDD	3	G2 ROOM REMOTE 2 Module	RR2	\$ 2,167.00	\$ 1,950.30	\$ 5,850.90	
SP10c	Ea	USDD	3	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 201.25	\$ 181.13	\$ 543.38	
SP11a	Ea	USDD	11	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 374.00	\$ 336.60	\$ 3,702.60	
SP12a	Ea	USDD	2	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - includes Cable Hanging Kit (requires MR2 for power/signal/control)	SPK-OAS	\$ 1,050.00	\$ 945.00	\$ 1,890.00	
SP13a	Ea	USDD	4	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 121.00	\$ 108.90	\$ 435.60	
SP13b	Ea	USDD	1	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 126.00	\$ 113.40	\$ 113.40	
SP14	Ea	USDD	4	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 373.75	\$ 336.38	\$ 1,345.50	
SP15	Ea	USDD	1	G2 Strobe Light / Red LED	STR	\$ 661.50	\$ 595.35	\$ 595.35	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	1	Station Installation Digicom Installs	ST-INST	\$ 42,074.54	\$ 37,867.09	\$ 37,867.09	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 4,134.83	\$ 3,721.34	\$ 3,721.34	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,772.07	\$ 1,594.86	\$ 1,594.86	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 886.03	\$ 797.43	\$ 797.43	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 88.60	\$ 79.74	\$ 79.74	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 5,906.90	\$ 5,316.21	7974.30825 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 5,906.90	\$ 5,316.21	\$ -	

Station #4 - 2650 W. Point Rd.; Green Bay, WI		System:	\$ 97,222.52
		Shipping:	\$ 1,205.00
		Warranty & Support:	\$ -
		Miscellaneous (if applicable)	\$ -
		STATION SUBTOTAL:	\$ 98,427.52

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:
Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations. For FSaaS Program: The cost of service and support beyond initial warranty period is included in the FSaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:
01 - Unless specifically detailed in this proposal, no installation by USDD or its subcontractors is assumed or provided.
02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

US DIGITAL DESIGNS

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877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 3/8/2024
Expires: 6/6/2024

Quote SUBMITTED TO:
City of Green Bay, Wisconsin
Green Bay Fire Department

REF PROPOSAL
WI_GBAY001 v4 STATION-LEVEL

Station #5 - 2310 Finger Rd.; Green Bay, WI Based from USDD G2 Fire Station Alerting System Design Drawing # TBD

STATION SYSTEM LICENSES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,102.50	\$ 992.25	\$ 992.25	
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 124.50	\$ 112.05	N/A - Included	

STATION SYSTEM CONTROLLER									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25	
SC3a	Kit	USDD	1	Rack Mount Ears for ATX or EXP	ATX-E	\$ 74.00	\$ 66.60	\$ 66.60	
SC4a	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 988.00	\$ 889.20	\$ 889.20	
SC4b	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 75.00	\$ 67.50	\$ 67.50	

STATION SYSTEM PERIPHERAL COMPONENTS									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP1a	Ea	TBD	1	Audio Amplifier, External, Standard	AMP	\$ 1,135.50	\$ 1,021.95	\$ 1,021.95	
SP1b	Ea	TBD	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 91.20	\$ 82.08	\$ 82.08	
SP2	Ea	USDD	4	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 949.00	\$ 854.10	\$ 3,416.40	
SP3a	Ea	USDD	1	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 1,121.50	\$ 1,009.35	\$ 1,009.35	
SP5	Ea	USDD	1	Push Button, Standard (Black)	PB-B	\$ 126.50	\$ 113.85	\$ 113.85	
SP6	Ea	USDD	1	Push Button, Emergency (Red)	PB-R	\$ 126.50	\$ 113.85	\$ 113.85	
SP7	Ea	USDD	2	G2 MESSAGE REMOTE 2 Module	MR2	\$ 1,525.00	\$ 1,372.50	\$ 2,745.00	
SP8a	Ea	USDD	2	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 1,006.50	\$ 905.85	\$ 1,811.70	
SP8b	Ea	USDD	5	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,260.00	\$ 1,134.00	\$ 5,670.00	
SP9b	Ea	USDD	2	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 75.00	\$ 67.50	\$ 135.00	
SP9d	Ea	TBD	2	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 390.00	\$ 351.00	\$ 702.00	
SP10a	Ea	USDD	3	G2 ROOM REMOTE 2 Module	RR2	\$ 2,167.00	\$ 1,950.30	\$ 5,850.90	
SP10c	Ea	USDD	3	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 201.25	\$ 181.13	\$ 543.38	
SP11a	Ea	USDD	9	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 374.00	\$ 336.60	\$ 3,029.40	
SP12a	Ea	USDD	2	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - Includes Cable Hanging Kit (requires MR2 for power/signal/control)	SPK-OAS	\$ 1,050.00	\$ 945.00	\$ 1,890.00	
SP13a	Ea	USDD	6	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 121.00	\$ 108.90	\$ 653.40	
SP14	Ea	USDD	5	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 373.75	\$ 336.38	\$ 1,681.88	
SP15	Ea	USDD	2	G2 Strobe Light / Red LED	STR	\$ 661.50	\$ 595.35	\$ 1,190.70	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	1	Station Installation Digicom Installs	ST-INST	\$ 43,141.94	\$ 38,827.75	\$ 38,827.75	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 4,248.35	\$ 3,823.51	\$ 3,823.51	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,820.72	\$ 1,638.65	\$ 1,638.65	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 910.36	\$ 819.32	\$ 819.32	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 91.04	\$ 81.93	\$ 81.93	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 6,069.07	\$ 5,462.16	8193.2445 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 6,069.07	\$ 5,462.16	\$ -	

Station #5 - 2310 Finger Rd.; Green Bay, WI

System:	\$ 99,812.80
Shipping:	\$ 1,262.00
Warranty & Support:	\$ -
Miscellaneous (if applicable)	\$ -
STATION SUBTOTAL:	\$ 101,074.80

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:
Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations. For FSaaS Program: The cost of service and support beyond initial warranty period is included in the FSaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:
01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 3/8/2024
Expires: 6/6/2024

Quote SUBMITTED TO:
City of Green Bay, Wisconsin
Green Bay Fire Department

REF PROPOSAL
WI_GBAY001 v4 STATION-LEVEL

Station #6 - 1701 Mason Street; Green Bay, WI

Based from USDD G2 Fire Station Alerting System Design Drawing # TBD

STATION SYSTEM LICENSES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,102.50	\$ 992.25	\$ 992.25	
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See "Mobile" Section for more detail.	G2-APP-DLI	\$ 124.50	\$ 112.05	N/A - Included	

STATION SYSTEM CONTROLLER									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25	
SC3a	Kit	USDD	1	Rack Mount Ears for ATX or EXP	ATX-E	\$ 74.00	\$ 66.60	\$ 66.60	
SC4a	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 988.00	\$ 889.20	\$ 889.20	
SC4b	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 75.00	\$ 67.50	\$ 67.50	

STATION SYSTEM PERIPHERAL COMPONENTS									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP1a	Ea	TBD	1	Audio Amplifier, External, Standard	AMP	\$ 1,135.50	\$ 1,021.95	\$ 1,021.95	
SP1b	Ea	TBD	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 91.20	\$ 82.08	\$ 82.08	
SP2	Ea	USDD	5	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 949.00	\$ 854.10	\$ 4,270.50	
SP3a	Ea	USDD	1	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 1,121.50	\$ 1,009.35	\$ 1,009.35	
SP5	Ea	USDD	2	Push Button, Standard (Black)	PB-B	\$ 126.50	\$ 113.85	\$ 227.70	
SP6	Ea	USDD	2	Push Button, Emergency (Red)	PB-R	\$ 126.50	\$ 113.85	\$ 227.70	
SP7	Ea	USDD	2	G2 MESSAGE REMOTE 2 Module	MR2	\$ 1,525.00	\$ 1,372.50	\$ 2,745.00	
SP8a	Ea	USDD	2	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 1,006.50	\$ 905.85	\$ 1,811.70	
SP8b	Ea	USDD	6	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,260.00	\$ 1,134.00	\$ 6,804.00	
SP9a	Ea	USDD	1	MS-G Adapter Plate, SINGLE, VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-S	\$ 63.50	\$ 57.15	\$ 57.15	
SP9b	Ea	USDD	2	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 75.00	\$ 67.50	\$ 135.00	
SP9d	Ea	TBD	3	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 390.00	\$ 351.00	\$ 1,053.00	
SP10a	Ea	USDD	5	G2 ROOM REMOTE 2 Module	RR2	\$ 2,167.00	\$ 1,950.30	\$ 9,751.50	
SP10c	Ea	USDD	5	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 201.25	\$ 181.13	\$ 905.63	
SP11a	Ea	USDD	9	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 374.00	\$ 336.60	\$ 3,029.40	
SP11b	Ea	USDD	1	G2 SPEAKER - LED Illuminated - SURFACE Mount (Metal Box), 70v	SPK-LED-SM	\$ 374.00	\$ 336.60	\$ 336.60	
SP12a	Ea	USDD	2	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - includes Cable Hanging Kit (requires MR2 for power/signal/control)	SPK-OAS	\$ 1,050.00	\$ 945.00	\$ 1,890.00	
SP13a	Ea	USDD	5	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 121.00	\$ 108.90	\$ 544.50	
SP14	Ea	USDD	4	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 373.75	\$ 336.38	\$ 1,345.50	
SP15	Ea	USDD	1	G2 Strobe Light / Red LED	STR	\$ 661.50	\$ 595.35	\$ 595.35	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	1	Station Installation Digicom Installs	ST-INST	\$ 47,814.81	\$ 43,033.33	\$ 43,033.33	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 4,729.23	\$ 4,256.31	\$ 4,256.31	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 2,026.81	\$ 1,824.13	\$ 1,824.13	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 1,013.41	\$ 912.07	\$ 912.07	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 101.34	\$ 91.21	\$ 91.21	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 6,756.05	\$ 6,080.44	9120.66075 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 6,756.05	\$ 6,080.44	\$ -	

Station #6 - 1701 Mason Street; Green Bay, WI		System:	\$ 110,921.45
		Shipping:	\$ 1,385.00
		Warranty & Support:	\$ -
		Miscellaneous (if applicable)	\$ -
		STATION SUBTOTAL:	\$ 112,306.45

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:
Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations. For FSaaS Program: The cost of service and support beyond initial warranty period is included in the FSaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:
01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect.

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel 480-290-7892 fax

QUOTE

Quote SUBMITTED TO:
City of Green Bay, Wisconsin
Green Bay Fire Department

DATE: 3/8/2024
Expires: 6/6/2024

REF PROPOSAL
WI_GBAY001 v4 STATION-LEVEL

Station #7 - 3489 Humboldt Road; Green Bay, WI

Based from USDD G2 Fire Station Alerting System Design Drawing # TBD

STATION SYSTEM LICENSES

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,102.50	\$ 992.25	\$ 992.25	
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 124.50	\$ 112.05	N/A - Included	

STATION SYSTEM CONTROLLER

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25	
SC3a	Kit	USDD	1	Rack Mount Ears for ATX or EXP	ATX-E	\$ 74.00	\$ 66.60	\$ 66.60	
SC4a	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 988.00	\$ 889.20	\$ 889.20	
SC4b	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 75.00	\$ 67.50	\$ 67.50	

STATION SYSTEM PERIPHERAL COMPONENTS

Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP1a	Ea	TBD	1	Audio Amplifier, External, Standard	AMP	\$ 1,135.50	\$ 1,021.95	\$ 1,021.95	
SP1b	Ea	TBD	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 91.20	\$ 82.08	\$ 82.08	
SP2	Ea	USDD	5	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 949.00	\$ 854.10	\$ 4,270.50	
SP3a	Ea	USDD	1	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 1,121.50	\$ 1,009.35	\$ 1,009.35	
SP5	Ea	USDD	1	Push Button, Standard (Black)	PB-B	\$ 126.50	\$ 113.85	\$ 113.85	
SP6	Ea	USDD	1	Push Button, Emergency (Red)	PB-R	\$ 126.50	\$ 113.85	\$ 113.85	
SP7	Ea	USDD	1	G2 MESSAGE REMOTE 2 Module	MR2	\$ 1,525.00	\$ 1,372.50	\$ 1,372.50	
SP8a	Ea	USDD	1	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 1,006.50	\$ 905.85	\$ 905.85	
SP8b	Ea	USDD	2	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,260.00	\$ 1,134.00	\$ 2,268.00	
SP9b	Ea	USDD	1	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 75.00	\$ 67.50	\$ 67.50	
SP9d	Ea	TBD	1	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 390.00	\$ 351.00	\$ 351.00	
SP10a	Ea	USDD	2	G2 ROOM REMOTE 2 Module	RR2	\$ 2,167.00	\$ 1,950.30	\$ 3,900.60	
SP10c	Ea	USDD	2	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 201.25	\$ 181.13	\$ 362.25	
SP11a	Ea	USDD	9	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 374.00	\$ 336.60	\$ 3,029.40	
SP12a	Ea	USDD	1	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - Includes Cable Hanging Kit (requires MR2 for power/signal/control)	SPK-OAS	\$ 1,050.00	\$ 945.00	\$ 945.00	
SP13a	Ea	USDD	7	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 121.00	\$ 108.90	\$ 762.30	
SP13b	Ea	USDD	3	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 126.00	\$ 113.40	\$ 340.20	
SP14	Ea	USDD	1	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 373.75	\$ 336.38	\$ 336.38	
SP15	Ea	USDD	1	G2 Strobe Light / Red LED	STR	\$ 661.50	\$ 595.35	\$ 595.35	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	1	Station Installation Digicom Installs	ST-INST	\$ 35,800.24	\$ 32,220.21	\$ 32,220.21	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 3,485.12	\$ 3,136.61	\$ 3,136.61	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,493.62	\$ 1,344.26	\$ 1,344.26	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 746.81	\$ 672.13	\$ 672.13	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 74.68	\$ 67.21	\$ 67.21	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 4,978.75	\$ 4,480.87	6721.30575 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 4,978.75	\$ 4,480.87	\$ -	

Station #7 - 3489 Humboldt Road; Green Bay, WI

System:	\$ 82,249.13
Shipping:	\$ 1,066.00
Warranty & Support:	\$ -
Miscellaneous (if applicable)	\$ -
STATION SUBTOTAL:	\$ 83,315.13

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:
Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations. For FSaaS Program: The cost of service and support beyond initial warranty period is included in the FSaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the sytem until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:
01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 3/8/2024
Expires: 6/6/2024

Quote SUBMITTED TO:
City of Green Bay, Wisconsin
Green Bay Fire Department

REF PROPOSAL
WI_GBAY001 v4 STATION-LEVEL

Station #8 - 135 Dauphin Street; Green Bay, WI

Based from USDD G2 Fire Station Alerting System Design Drawing # TBD

STATION SYSTEM LICENSES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,102.50	\$ 992.25	\$ 992.25	
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 124.50	\$ 112.05	N/A - Included	

STATION SYSTEM CONTROLLER									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25	
SC3a	Kit	USDD	1	Rack Mount Ears for ATX or EXP	ATX-E	\$ 74.00	\$ 66.60	\$ 66.60	
SC4a	Ea	TBD	1	ATX UPS, Standard	UPS-STD	\$ 988.00	\$ 889.20	\$ 889.20	
SC4b	Ea	TBD	1	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 75.00	\$ 67.50	\$ 67.50	

STATION SYSTEM PERIPHERAL COMPONENTS									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP1a	Ea	TBD	1	Audio Amplifier, External, Standard	AMP	\$ 1,135.50	\$ 1,021.95	\$ 1,021.95	
SP1b	Ea	TBD	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 91.20	\$ 82.08	\$ 82.08	
SP2	Ea	USDD	4	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 949.00	\$ 854.10	\$ 3,416.40	
SP3a	Ea	USDD	1	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 1,121.50	\$ 1,009.35	\$ 1,009.35	
SP5	Ea	USDD	2	Push Button, Standard (Black)	PB-B	\$ 126.50	\$ 113.85	\$ 227.70	
SP6	Ea	USDD	2	Push Button, Emergency (Red)	PB-R	\$ 126.50	\$ 113.85	\$ 227.70	
SP7	Ea	USDD	1	G2 MESSAGE REMOTE 2 Module	MR2	\$ 1,525.00	\$ 1,372.50	\$ 1,372.50	
SP8a	Ea	USDD	1	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 1,006.50	\$ 905.85	\$ 905.85	
SP8b	Ea	USDD	4	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,260.00	\$ 1,134.00	\$ 4,536.00	
SP9b	Ea	USDD	1	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 75.00	\$ 67.50	\$ 67.50	
SP9d	Ea	TBD	1	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 390.00	\$ 351.00	\$ 351.00	
SP10a	Ea	USDD	4	G2 ROOM REMOTE 2 Module	RR2	\$ 2,167.00	\$ 1,950.30	\$ 7,801.20	
SP10c	Ea	USDD	4	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 201.25	\$ 181.13	\$ 724.50	
SP11a	Ea	USDD	11	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 374.00	\$ 336.60	\$ 3,702.60	
SP12a	Ea	USDD	1	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - includes Cable Hanging Kit (requires MR2 for power/signal/control)	SPK-OAS	\$ 1,050.00	\$ 945.00	\$ 945.00	
SP13a	Ea	USDD	6	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 121.00	\$ 108.90	\$ 653.40	
SP14	Ea	USDD	2	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 373.75	\$ 336.38	\$ 672.75	
SP15	Ea	USDD	1	G2 Strobe Light / Red LED	STR	\$ 661.50	\$ 595.35	\$ 595.35	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	1	Station Installation Digicom Installs	ST-INST	\$ 40,656.13	\$ 36,590.52	\$ 36,590.52	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 3,987.95	\$ 3,589.15	\$ 3,589.15	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 1,709.12	\$ 1,538.21	\$ 1,538.21	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 854.56	\$ 769.10	\$ 769.10	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 85.46	\$ 76.91	\$ 76.91	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 5,697.07	\$ 5,127.36	7691.0445 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 5,697.07	\$ 5,127.36	\$ -	

Station #8 - 135 Dauphin Street; Green Bay, WI		System:	\$ 93,837.52
		Shipping:	\$ 1,146.00
		Warranty & Support:	\$ -
		Miscellaneous (if applicable)	\$ -
		STATION SUBTOTAL:	\$ 94,983.52

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:
Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations. For FSASaaS Program: The cost of service and support beyond initial warranty period is included in the FSASaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSASaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

Station System Installation Notes:
01 - Unless specifically detailed in this proposal, no installation by USDD or it's subcontractors is assumed or provided.
02 - Because these are mission-critical systems, USDD can only warrant and support systems installed by G2 Trained and Certified Contractors.
03 - USDD can source, qualify, train and certify Local Licensed Regional Subcontractors where needed.
04 - Installation warranted by installation contractor - G2 FSAS warranted, serviced and supported by USDD.
05 - Unless specifically detailed in this proposal, installation to be performed during normal working hours.
06 - Unless specifically detailed in this proposal, no permit fees or material charges have been included.
07 - Unless specifically detailed in this proposal, no removal or remediation has been assumed or included.
08 - Unless specifically detailed in this proposal, no bonds of any type (performance, bid) have been assumed, included or budgeted for in this proposal.
09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
10 - Structural backing for system devices and other millwork (not specifically detailed) by others.
11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
12 - All electrical power, including (but not limited to) raceway, conduit, backboxes, service panels, high-voltage wiring and fixtures by others.
13 - All communications pathway infrastructure (network, radio, etc.) by others unless specifically detailed in this proposal.
14 - USDD cannot warrant nor support any owner-furnished (3rd-Party) system or component we are required to integrate with. USDD cannot warrant nor support any system or component it has not proofed engineering for and has not specifically authorized for use within public safety environments.
15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect.

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 3/8/2024
Expires: 6/6/2024

Quote SUBMITTED TO:
City of Green Bay, Wisconsin
Green Bay Fire Department

REF PROPOSAL
WI_GBAY001 v4 STATION-LEVEL

Station #9 - 3100 Eaton Road; Green Bay, WI Based from USDD G2 Fire Station Alerting System Design Drawing # TBD

STATION SYSTEM LICENSES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SL1	Ea	USDD	1	G2 VOICEALERT - Single Station License.	VA	\$ 1,102.50	\$ 992.25	\$ 992.25	
SL2	Ea/Yr	USDD	24	G2 MOBILE FSAS APP - Single Device License. Up to 24 Licenses-Per-ATX are offered at \$0.00 cost each as long as system is currently under warranty or elected recurring annual support coverage. See 'Mobile' Section for more detail.	G2-APP-DLI	\$ 124.50	\$ 112.05	N/A - Included	

STATION SYSTEM CONTROLLER									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SC1	Kit	USDD	1	G2 ATX STATION CONTROLLER - Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	ATX	\$ 23,272.50	\$ 20,945.25	\$ 20,945.25	
SC2	Kit	USDD	1	G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	EXP	\$ 7,838.00	\$ 7,054.20	\$ 7,054.20	
SC3a	Kit	USDD	2	Rack Mount Ears for ATX or EXP	ATX-E	\$ 74.00	\$ 66.60	\$ 133.20	
SC4a	Ea	TBD	2	ATX UPS, Standard	UPS-STD	\$ 988.00	\$ 889.20	\$ 1,778.40	
SC4b	Ea	TBD	2	Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	\$ 75.00	\$ 67.50	\$ 135.00	

STATION SYSTEM PERIPHERAL COMPONENTS									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SP1a	Ea	TBD	1	Audio Amplifier, External, Standard	AMP	\$ 1,135.50	\$ 1,021.95	\$ 1,021.95	
SP1b	Ea	TBD	1	Shelf, Under Table or Wall Mount, for 1U 1/2 Rack	AMP-S	\$ 91.20	\$ 82.08	\$ 82.08	
SP2	Ea	USDD	4	G2 COLOR INDICATOR REMOTE Module - Up to 8 unique colors	CIR	\$ 949.00	\$ 854.10	\$ 3,416.40	
SP3a	Ea	USDD	1	G2 HDTV REMOTE Module (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	TVR	\$ 1,121.50	\$ 1,009.35	\$ 1,009.35	
SP5	Ea	USDD	2	Push Button, Standard (Black)	PB-B	\$ 126.50	\$ 113.85	\$ 227.70	
SP6	Ea	USDD	2	Push Button, Emergency (Red)	PB-R	\$ 126.50	\$ 113.85	\$ 227.70	
SP7	Ea	USDD	2	G2 MESSAGE REMOTE 2 Module	MR2	\$ 1,525.00	\$ 1,372.50	\$ 2,745.00	
SP8a	Ea	USDD	2	G2 MESSAGE SIGN (Digital LED) MINI GammaSign / 12" Active Screen Width / Turn Out Timing ONLY	MS-G-M	\$ 1,006.50	\$ 905.85	\$ 1,811.70	
SP8b	Ea	USDD	4	G2 MESSAGE SIGN (Digital LED) STANDARD GammaSign / 24" Active Screen Width	MS-G-S	\$ 1,260.00	\$ 1,134.00	\$ 4,536.00	
SP9b	Ea	USDD	2	MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G-S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	MS-AP-D	\$ 75.00	\$ 67.50	\$ 135.00	
SP9d	Ea	TBD	2	MS Mount - Articulating, Long reach	MS-MNT-ART-L	\$ 390.00	\$ 351.00	\$ 702.00	
SP10a	Ea	USDD	7	G2 ROOM REMOTE 2 Module	RR2	\$ 2,167.00	\$ 1,950.30	\$ 13,652.10	
SP10c	Ea	USDD	7	RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) 3/4" conduit knock-outs.	RR2-SMB	\$ 201.25	\$ 181.13	\$ 1,267.88	
SP11a	Ea	USDD	13	G2 SPEAKER - LED Illuminated - FLUSH Mount, 70v	SPK-LED-FM	\$ 374.00	\$ 336.60	\$ 4,375.80	
SP12a	Ea	USDD	2	G2 SPEAKER - OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and with High-Intensity LED Strobe Light Arrays - includes Cable Hanging Kit (requires MR2 for power/signal/control)	SPK-OAS	\$ 1,050.00	\$ 945.00	\$ 1,890.00	
SP13a	Ea	USDD	7	SPEAKER - STANDARD, FLUSH Mount, 70v	SPK-STD-FM	\$ 121.00	\$ 108.90	\$ 762.30	
SP13b	Ea	USDD	1	SPEAKER - STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	\$ 126.00	\$ 113.40	\$ 113.40	
SP14	Ea	USDD	4	SPEAKER - APP BAY/OUTDOOR - Weatherized, Surface Mount, 70v	SPK-W-SM	\$ 373.75	\$ 336.38	\$ 1,345.50	
SP15	Ea	USDD	1	G2 Strobe Light / Red LED	STR	\$ 661.50	\$ 595.35	\$ 595.35	

STATION SYSTEM SERVICES									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SS1	Ea	USDD	1	Station Installation Digicom Installs	ST-INST	\$ 55,439.41	\$ 49,895.47	\$ 49,895.47	
SS3	Ea	USDD	1	Station Configuration & Start-Up	ST-SU	\$ 5,518.76	\$ 4,966.89	\$ 4,966.89	
SS4	Ea	USDD	1	Station Project Management	ST-PM	\$ 2,365.18	\$ 2,128.67	\$ 2,128.67	
SS5	Ea	USDD	1	Station Engineering / Design Services	ST-ES	\$ 1,182.59	\$ 1,064.33	\$ 1,064.33	
SS6	Ea	USDD	1	Station Documentation	ST-DM	\$ 118.26	\$ 106.43	\$ 106.43	
SS9	Ea	USDD	0	Miscellaneous/TBD	MISC	\$ -	\$ -	\$ -	

STATION SYSTEM WARRANTY & OPTIONAL RECURRING ANNUAL SUPPORT									
Item	Unit	Mfr	Qty	Description	Part No.	US List Unit	QUOTE UNIT	QUOTE EXT	
SW1	YR	USDD	1.5	[STANDARD] 1st YEAR WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) PLEASE NOTE: An additional 6 months (for total of 18 months/1.5 years) of initial warranty has been offered by USDD for no additional cost so all stations can be installed and enjoy same warranty/support start/stop dates)	RS-1YR-STD	\$ 7,883.95	\$ 7,095.55	10643.32575 but No Charge For Initial Warranty Period / Not Included in Subtotals	
SW2	YR	USDD	0.0	[STANDARD] EACH ADDITIONAL YEAR (12-Months) WARRANTY & SUPPORT FOR THIS STATION SYSTEM (or Component): Telephone / Remote Access Support (8:00 AM - 5:00 PM MST) IF QUANTITY '0' THEN NO ADDITIONAL SUPPORT IS ASSUMED OR AUTHORIZED BEYOND INITIAL WARRANTY PERIOD	RS-AYR-STD	\$ 7,883.95	\$ 7,095.55	\$ -	

Station #9 - 3100 Eaton Road; Green Bay, WI		System:	\$ 129,117.29
		Shipping:	\$ 1,696.00
		Warranty & Support:	\$ -
		Miscellaneous (if applicable)	\$ -
		STATION SUBTOTAL:	\$ 130,813.29

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

Warranty & Support Notes:
Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement. USDD cannot warrant nor support any system configuration that deviates from this specific proposal's documented station system design file number. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations. For FSaaS Program: The cost of service and support beyond initial warranty period is included in the FSaaS Program for a total of 5 years. The service and support includes Mobile Smart Phone Alerting App and Mapping Services. Please see the FSaaS Subscription Agreement for more information concerning the service and support provided by USDD. USDD cannot warrant nor support any system not using USDD-approved UPS Battery Backup. USDD cannot warrant nor support any system not installed by G2 Trained & Certified Installation technician (installer). If customer intends to tie this system into any 3rd-party system or devices, USDD will be unable to warrant or support the system until we've had a chance to review documented engineering assumptions and approve system integrity, performance and reliability expectations.

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09 - USDD FSAS Equipment to be made available by owner to Installation Contractor prior to on-site arrival.
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11 - If applicable, Gas Control Shutoff Valve Addendum (to USDD and installation contractor) must be signed prior to installation.
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15 - Any misuse, unauthorized modification, improper installation, excessive shock, attempted repair, accident, or improper or negligent use, storage, transportation, or handling by any party other than USDD shall render this limited warranty null, void and of no further effect.

US DIGITAL DESIGNS

1835 E. Sixth St. Suite #27
Tempe, Arizona 85281
877-551-8733 tel 480-290-7892 fax

QUOTE

DATE: 3/8/2024
Expires: 6/6/2024

Quote SUBMITTED TO:
City of Green Bay, Wisconsin
Green Bay Fire Department

REF PROPOSAL
WI_GBAY001 v4

Section Totals

SECTION TOTALS	
[UNLESS OTHERWISE NOTED, ALL PRICES ARE \$US]	
PRIMARY-DISPATCH-LEVEL SUBTOTAL 61,755.58	
Includes:	PRIMARY DISPATCH G2 FSA SYSTEM : 59,415.58
	PRIMARY DISPATCH MOBILE APP SERVICE : -
	PRIMARY DISPATCH MAPPING SERVICE : 2,340.00
	PRIMARY DISPATCH WARRANTY & SUPPORT : -
	PRIMARY DISPATCH G2 FSA SYSTEM MISC: -
Notes: One (1) Dispatch Center System currently proposed/included. No backup/disaster-recovery dispatch systems have been requested or assumed/included in this proposal.	
STATION-LEVEL SUBTOTAL 927,229.14	
Includes:	Station #1 - 501 S. Washington; Green Bay, WI SYSTEM: 96,079.89
	Station #1 - 501 S. Washington; Green Bay, WI WARRANTY & SUPPORT: -
	Station #1 - 501 S. Washington; Green Bay, WI MISC.: -
Includes:	Station #2 - 929 University Ave.; Green Bay, WI SYSTEM: 112,164.15
	Station #2 - 929 University Ave.; Green Bay, WI WARRANTY & SUPPORT: -
	Station #2 - 929 University Ave.; Green Bay, WI MISC.: -
Includes:	Station #3 - 885 Shawano; Green Bay, WI SYSTEM: 98,064.38
	Station #3 - 885 Shawano; Green Bay, WI WARRANTY & SUPPORT: -
	Station #3 - 885 Shawano; Green Bay, WI MISC.: -
Includes:	Station #4 - 2650 W. Point Rd.; Green Bay, WI SYSTEM: 98,427.52
	Station #4 - 2650 W. Point Rd.; Green Bay, WI WARRANTY & SUPPORT: -
	Station #4 - 2650 W. Point Rd.; Green Bay, WI MISC.: -
Includes:	Station #5 - 2310 Finger Rd.; Green Bay, WI SYSTEM: 101,074.80
	Station #5 - 2310 Finger Rd.; Green Bay, WI WARRANTY & SUPPORT: -
	Station #5 - 2310 Finger Rd.; Green Bay, WI MISC.: -
Includes:	Station #6 - 1701 Mason Street; Green Bay, WI SYSTEM: 112,306.45
	Station #6 - 1701 Mason Street; Green Bay, WI WARRANTY & SUPPORT: -
	Station #6 - 1701 Mason Street; Green Bay, WI MISC.: -
Includes:	Station #7 - 3489 Humboldt Road; Green Bay, WI SYSTEM: 83,315.13
	Station #7 - 3489 Humboldt Road; Green Bay, WI WARRANTY & SUPPORT: -
	Station #7 - 3489 Humboldt Road; Green Bay, WI MISC.: -
Includes:	Station #8 - 135 Dauphin Street; Green Bay, WI SYSTEM: 94,983.52
	Station #8 - 135 Dauphin Street; Green Bay, WI WARRANTY & SUPPORT: -
	Station #8 - 135 Dauphin Street; Green Bay, WI MISC.: -
Includes:	Station #9 - 3100 Eaton Road; Green Bay, WI SYSTEM: 130,813.29
	Station #9 - 3100 Eaton Road; Green Bay, WI WARRANTY & SUPPORT: -
	Station #9 - 3100 Eaton Road; Green Bay, WI MISC.: -
Notes: Nine (9) Station Systems currently included in this proposal, with installation to be performed by Digicom Installs, a current G2 Trained and Certified installation Contractor.	
US Digital Designs System Total: \$ 988,984.72	

This quote does not include or assume any amounts for **sales or use tax**. Customer needs to contact its procurement department to determine if sales or use tax is payable, and if so, to make the determination of the amount to be paid. Per our contracts, Customer is responsible for the payment of any sales or use taxes owed from any purchase from USDD.

(TBD By Customer) Customer must elect to choose any coverage they require beyond initial warranty period, or USDD will not be authorized to provide any service or support. Mobile Smart Phone Alerting App and Mapping Services only available to customer while under warranty or elected recurring annual support. Support Agreements subject to change if system design is modified. For additional details, please review current USDD Warranty Statement and Service Agreement



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # P.5

To approve the purchase of 35.875 acres of land (parcel 21-199) for the expansion of the Grandview Industrial Park.

BACKGROUND

Please see attached report.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Grandview expansion staff report to Finance - 20240424
2. Vacant Land Accepted Offer
3. GIS Map



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

April 30, 2024

PREPARED BY

Ronda Bitney, Real Estate Specialist

AGENDA ITEM

Consideration with possible action to approve the purchase of 35.875 acres of land (parcel 21-199) for the expansion of the Grandview Industrial Park.

BACKGROUND

Following the April 3, 2023 meeting of the City's Economic Development Authority (EDA), City staff conducted due diligence as directed by EDA to facilitate the potential acquisition of undeveloped properties located near E. Mason Street at Erie Road and S. Grandview Road. The EDA's interest in acquiring property was to support the expansion of the Grandview Industrial Park, which is currently confined to 49 acres of land north of E. Mason Street and Finger Road between S. Grandview Road and S. Northview Road. Of the 49 acres that currently makeup the Grandview Industrial Park, 28 acres are being developed by Carnivore Meat Co., and 13 acres are under a planning option.

Before the April 3, 2023 EDA meeting, City staff identified a strong demand for new industrial development coupled with a limited supply of shovel-ready properties marketed for industrial uses within the City of Green Bay. In recent years, industrial users have chosen to develop in other municipalities due to the unavailability of suitable sites within the City. To address this challenge, staff conducted an assessment to pinpoint properties within City limits most suitable for industrial development in alignment with the City's adopted Comprehensive Plan. Additionally, City staff reached out to property owners to gauge their interest in selling land. Based on this preliminary research, City staff recommended to EDA that the City pursue due diligence on properties south of E. Mason Street and east of Erie Road. The EDA concurred with staff's assessment and authorized staff to proceed with completing due diligence and initiating negotiations on land acquisition. The EDA has since been dissolved, and the Finance Committee is now the appropriate body to consider City land acquisition before final approval by Common Council.

Staff has negotiated a purchase agreement with the owners of Parcel 21-199 located east of Erie Road south of Arline Lane. The parcel is 35.875 acres with approximately 30.17 acres of developable land and 5.70 acres of wetland area. The land is currently undeveloped and is being used for agricultural purposes. The property is located within Tax Increment District (TID) #25, a 20-year Industrial TID established in 2022. The land owner has accepted a purchase price of \$1,203,800.00, or approximately \$33,555 per acre.

RECOMMENDATION

To approve the purchase of Parcel 21-199 for the purchase price of \$1,203,800.00.

FISCAL IMPACT

The purchase price of \$1,203,800.00 would be bonded through TID #25, to be repaid over the life of the TID through proceeds from new development within the district.

ATTACHMENTS

100 North Jefferson Street, Green Bay, Wisconsin 54301-5026
greenbaywi.gov

1. Property Map – Parcel 21-199
2. Purchase Agreement

WB-13 VACANT LAND OFFER TO PURCHASE

1 **LICENSEE DRAFTING THIS OFFER ON** 4/11/2024 **[DATE] IS (AGENT OF BUYER)-**
2 **(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE**
3 The Buyer, The City of Green Bay
4 offers to purchase the Property known as PARCEL 21-199, 35.875 ACRES
5
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or
7 attach as an addendum per line 686] in the CITY of GREEN BAY
8 County of BROWN Wisconsin, on the following terms:
9 **PURCHASE PRICE** The purchase price is ONE MILLION, TWO-HUNDRED AND THREE THOUSAND, AND
10 EIGHT HUNDRED AND 00/100 Dollars (\$ 1,203,800.00).
11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items: NA
13
14 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**
15 **or not included. Annual crops are not part of the purchase price unless otherwise agreed.**
16 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following: NA
18
19 **CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented**
20 **and will continue to be owned by the lessor.**
21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations
25 and docks/piers on permanent foundations.
26 **CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in**
27 **an addendum per line 686.**
28 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before APRIL 19, 2024 April 22, 2024
30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.
31 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
32 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
33 copies of the Offer.
34 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**
35 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**
36 **CLOSING** This transaction is to be closed on MAY 31, 2024
37
38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.
40 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**
41 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**
42 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**
43 **transfer instructions.**
44 **EARNEST MONEY**
45 ■ **EARNEST MONEY** of \$ _____ accompanies this Offer.
46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
47 ■ **EARNEST MONEY** of \$ _____ will be mailed, or commercially, electronically
48 or personally delivered within _____ days ("5" if left blank) after acceptance.
49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____)
50 **STRIKE THOSE NOT APPLICABLE**
51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).
52 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**
53 **attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special**
54 **disbursement agreement.**
55 ■ **THE BALANCE OF PURCHASE PRICE** will be paid in cash or equivalent at closing unless otherwise agreed in writing.

56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
 57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
 58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
 59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
 60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
 61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
 62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
 63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
 64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
 65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
 66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
 68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
 69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
 70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
 71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
 72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
 73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
 74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
 75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
 76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
 78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
 79 this Offer except: NA

80 _____, If "Time is of the Essence" applies to a date or Deadline,
 81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
 82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
 84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
 85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who
 86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02
 87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . to
 88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report
 89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by
 90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if
 91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
 92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
 93 rescission rights.

94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
 95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
 96 Seller's Vacant Land Disclosure Report dated See Page 11, which was received by Buyer prior to Buyer
 97 signing this Offer and that is made a part of this offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
 98 and _____

99 _____
 100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

101 "Conditions Affecting the Property or Transaction" are defined to include:

- 102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.
- 103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
 104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
 106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
 107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
 108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.
- 109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
 110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
 111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
 112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
 113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.
- 114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.
- 115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
 117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
 118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
 120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
 122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
 123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
 124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
 126 system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
 128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
 129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
 130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
 131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
 132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
 133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
 136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
 137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
 139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
 140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
 142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
 144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
 145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
 146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
 147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
 149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
 150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
 151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
 152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
 153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
 154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
 155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
 157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
 159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
 161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
 162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
 164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
 165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
 166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
 167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
 169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
 171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
 175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
 177 Defect or material condition.

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
 179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
 180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
 181 lease agreement or an extension of credit from an electric cooperative.

182 **NA GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
 183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
 184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
 185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
 186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
 187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
 188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
 189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
 190 payback obligation.

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
 192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
 193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
 194 **continued after sale. The Parties agree this provision survives closing.**

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
 196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
 197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
 198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
 199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
 200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
 201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
 202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
 203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
 204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
 205 <https://dnr.wisconsin.gov/topic/forestry>.

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
 207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
 208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
 209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
 210 Equalization Bureau or visit <http://www.revenue.wi.gov/>.

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
 212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
 213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
 214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
 216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
 217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
 218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
 219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
 220 Agency office or visit <http://www.fsa.usda.gov/>.

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
 222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
 223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
 224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
 225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
 226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.
 227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
 228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
 230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
 232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
 234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
 235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
 236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
 237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
 238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
 239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
 240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
 241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: _____

252 _____ [Insert proposed use
253 and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to
254 purchase, e.g. 1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].

255 ☐ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
256 251-255.

257 ☐ **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
258 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
259 development.

260 ☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
261 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
262 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
263 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
264 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 **CHECK**

265 **ALL THAT APPLY:** ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding
266 tank; ☐ other: _____

267 ☐ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
268 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
269 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

270 ☐ **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the
271 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
272 related to Buyer's proposed use: _____
273

274 ☐ **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
275 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:**

276 ☐ electricity _____; ☐ gas _____; ☐ sewer _____;
277 ☐ water _____; ☐ telephone _____; ☐ cable _____;
278 ☐ other _____

279 ☐ **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
280 roads.

281 ☒ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) **STRIKE ONE** ("Buyer" if neither
282 stricken) obtaining the following, including all costs: a **CHECK ALL THAT APPLY** ☐ rezoning; ☐ conditional use permit;
283 ☐ variance; ☐ other _____ for the Property for its proposed use described at lines 251-255.

284 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
285 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

286 ☒ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
287 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
288 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) **STRIKE ONE**
289 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
290 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
291 Property, the location of improvements, if any, and: _____
292

293 **STRIKE AND COMPLETE AS APPLICABLE.** Additional map features that may
294 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
295 dimensions; total acreage or square footage; easements or rights-of-way.

296 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required
297 to obtain the map when setting the deadline.**

298 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
299 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
300 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
301 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to
302

Property Address: _____

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

305 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
306 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or
309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
310 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
311 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

313 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**
314 **the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**
315 **other material terms of the contingency.**

316 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
317 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
318 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be
319 reported to the Wisconsin Department of Natural Resources.

320 **NA INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
324 inspection of _____

325 _____ (list any Property component(s)
326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent
329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

331 **CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s),**
332 **as well as any follow-up inspection(s).**

333 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

336 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**
340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
342 **of the premises.**

343 **■ RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.

344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 ☐ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described
357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial
359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
362 to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan

Property Address: _____

sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.

■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The Initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment. The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment. This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (even if subject to conditions) that is:

- (1) signed by Buyer; or,
- (2) accompanied by Buyer's written direction for delivery.

Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy this contingency.

CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.

■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.

■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability.

NA SELLER FINANCING: Seller shall have 10 days after the earlier of:

- (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394; or
- (2) the Deadline for delivery of the loan commitment on line 357,

to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT Within _____ days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:

- (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close; or
- (2) _____

[Specify documentation Buyer agrees to deliver to Seller].

If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing commitment contingency.

NA APPRAISAL CONTINGENCY: This Offer is contingent upon Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than the agreed upon purchase price.

This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting to the appraised value.

■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
428 appraisal report and:

429 (1) Seller does not have the right to cure; or

430 (2) Seller has the right to cure but:

431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435 ☒ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
436 Buyer's property located at _____

437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
441 bridge loan shall not extend the closing date for this Offer.

442 ☒ **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if
444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

446 (2) Written waiver of _____ (name other contingencies, if any); and

447 (3) Any of the following checked below:

448 ☐ Proof of bridge loan financing.

449 ☐ Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
450 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

451 Other: _____

452 _____
453 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

454 ☒ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
455 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
456 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
457 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
458 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
459 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
460 Offer becomes primary.

461 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
462 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time
463 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) ☒ ("Buyer" if neither is
464 stricken).

465 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
466 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
467 association assessments, fuel and _____.

468 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

469 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

470 Real estate taxes shall be prorated at closing based on ☒ **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**

471 ☐ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
472 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE
473 APPLIES IF NO BOX IS CHECKED.

474 ☐ Current assessment times current mill rate (current means as of the date of closing).

475 ☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
476 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

477 ☒ **BUYER TO BE RESPONSIBLE FOR 2024 FULL YEAR REAL ESTATE TAX AMOUNT**

478 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
479 **substantially different than the amount used for proration especially in transactions involving new construction,**
480 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local**
481 **assessor regarding possible tax changes.**

482 ☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
483 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
484

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
 486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
 487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
 490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
 491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
 492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
 493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
 494 Disclosure Report and in this Offer, general taxes levied in the year of closing and _____

495 _____ (insert other allowable exceptions from title, if
 496 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
 497 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

498 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
 499 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
 500 **making improvements to Property or a use other than the current use.**

501 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of
 502 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
 503 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
 504 lender and recording the deed or other conveyance.

505 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)
 506 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded
 507 after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance
 508 policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or
 509 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516-
 510 523).

511 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
 512 or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more
 513 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
 514 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

515 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
 516 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
 517 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
 518 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
 519 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
 520 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
 521 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
 522 extinguish Seller's obligations to give merchantable title to Buyer.

523 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
 524 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
 525 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
 526 describing the planned improvements and the assessment of benefits.

527 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
 528 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
 529 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
 530 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
 531 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
 532 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

533 ■ **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
 534 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
 535 (written) (oral) **STRIKE ONE** lease(s), if any, are _____

536 _____ Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

537 **DEFINITIONS**

538 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
 539 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
 540 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

541 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
 542 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

553 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
554 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
555 significantly shorten or adversely affect the expected normal life of the premises.

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (☐) are part of
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land**
565 **dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property.

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and
589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

594 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
595 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
596 party to liability for damages or other legal remedies.

597 If **Buyer defaults**, Seller may:

- 598 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- 599 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
600 damages.

601 If **Seller defaults**, Buyer may:

- 602 (1) sue for specific performance; or
- 603 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
608 arbitration agreement.

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

614 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
615 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
616 and inures to the benefit of the Parties to this Offer and their successors in interest.

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**
647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

650 **ADDITIONAL PROVISIONS/CONTINGENCIES**

651 THIS OFFER IS CONTINGENT UPON APPROVAL FROM THE CITY OF GREEN BAY FINANCE
652 COMMITTEE MEETING, APRIL 30, 2024 AND COMMON COUNCIL MEETING, MAY 7TH, 2024

653 _____
654 RONDA BITNEY, REAL ESTATE SPECIALIST IS A LICENSED REAL ESTATE AGENT IN THE STATE OF
655 WISCONSIN, PREPARING THIS DOCUMENT AS AN EMPLOYEE OF THE CITY OF GREEN BAY AND
656 REPRESENTS NO PARTY IN THIS TRANSACTION.

657 _____
658 VACANT LAND DISCLOSURE REPORT HAS BEEN PROVIDED TO BUYER BUT IS TO BE SIGNED BY
659 ALL SELLERS NO LATER THAN BINDING ACCEPTANCE OF THIS OFFER.

660 _____
661 LISTING AGENT IS A MEMBER OF THE SELLING ENTITY AND IS RELATED TO MEMBERS OF
662 THE SELLING ENTITY. SOME SELLER MEMBERS ARE LICENSED REAL ESTATE PERSONS

663 _____
664 _____

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 688-683.

(1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 670 or 671.

Name of Seller's recipient for delivery, if any: PAT KASTER, RIVER CITY REALTORS

Name of Buyer's recipient for delivery, if any: RONDA BITNEY, CITY OF GREEN BAY

(2) **Fax**: fax transmission of the document or written notice to the following number:

Seller: (_____) Buyer: (_____) _____

(3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at line 679 or 680.

(4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address.

Address for Seller: _____

Address for Buyer: _____

☒ (5) **Email**: electronically transmitting the document or written notice to the email address.

Email Address for Seller: PATKASTER@RIVERCITYREALTORS.COM

Email Address for Buyer: RONDA.BITNEY@GREENBAYWI.GOV

PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

☐ **ADDENDA**: The attached _____ is/are made part of this Offer.

This Offer was drafted by [Licensee and Firm] RONDA BITNEY, CITY OF GREEN BAY

(x) [Signature] 4/12/24
Buyer's Signature ▲ Print Name Here ► ERIC GENRICH, MAYOR Date ▲

(x) [Signature] 4/16/24
Buyer's Signature ▲ Print Name Here ► CELESTINE JEFFREYS, CLERK/TREASURER Date ▲

SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.

(x) [Signature] 4/16/24 Kaster Family 4/17/24
Seller's Signature ▲ Print Name Here ► Patricia Kaster Date ▲

(x) [Signature] Chris Pierquet Martina Kaster 4/17/24
Seller's Signature ▲ Print Name Here ► DMARZ Date ▲

This Offer was presented to Seller by [Licensee and Firm] Pat Kaster, River City Realtors on 4/16/24 at 11/2024 a.m./p.m.

This Offer is rejected _____ This Offer is countered [See attached counter] _____
Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

VACANT LAND DISCLOSURE REPORT

DISCLAIMER

THIS DISCLOSURE REPORT CONCERNS THE REAL PROPERTY LOCATED AT East Mason St & Erie
Road IN THE City
(CITY) (VILLAGE) (TOWN) OF Green Bay, COUNTY OF BROWN, STATE OF WISCONSIN.

THIS REPORT IS A DISCLOSURE OF THE CONDITION OF THAT PROPERTY IN COMPLIANCE WITH SECTION 709.02 OF THE WISCONSIN STATUTES AS OF April (MONTH) 10 (DAY), 2024 (YEAR). IT IS NOT A WARRANTY OF ANY KIND BY THE OWNER OR ANY AGENTS REPRESENTING ANY PARTY IN THIS TRANSACTION AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THAT THE PARTIES MAY WISH TO OBTAIN.

A buyer who does not receive a fully completed copy of this report within 10 days after the acceptance of the contract of sale or option contract for the above-described real property has the right to rescind that contract (Wis. Stat. s. 709.02), provided the owner is required to provide this report under Wisconsin Statutes chapter 709.

NOTICE TO PARTIES REGARDING ADVICE OR INSPECTIONS

Real estate licensees may not provide advice or opinions concerning whether or not an item is a defect for the purposes of this report or concerning the legal rights or obligations of parties to a transaction. The parties may wish to obtain professional advice or inspections of the property and to include appropriate provisions in a contract between them with respect to any advice, inspections, defects, or warranties.

A. OWNER'S INFORMATION

A1. In this form, "aware" means the "owner(s)" have notice or knowledge.

A2. In this form, "defect" means a condition that would have a significant adverse effect on the value of the property; that would significantly impair the health or safety of future occupants of the property; or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises.

A3. In this form, "owner" means the person or persons, entity, or organization that owns the above-described real property. An "owner" who transfers real estate that does not include any buildings is required to complete this report.

Exceptions: An "owner" who is a personal representative, trustee, conservator, or fiduciary appointed by or subject to supervision by a court, and who has never occupied the property transferred is not required to complete this report. An "owner" who transfers property that has not been inhabited or who transfers property in a manner that is exempt from the real estate transfer fee is not required to complete this report. (Wis. Stat. s. 709.01)

A4. The owner represents that to the best of the owner's knowledge, the responses to the following questions have been accurately checked as "yes," "no," or "not applicable (N/A)" to the property being sold. If the owner responds to any question with "yes," the owner shall provide, in the additional information area of this form, an explanation of the reason why the response to the question is "yes."

A5. If the transfer is of a condominium unit, the property to which this form applies is the condominium unit, the common elements of the condominium, and any limited common elements that may be used only by the owner of the condominium unit being transferred.

A6. The owner discloses the following information with the knowledge that, even though this is not a warranty, prospective buyers may rely on this information in deciding whether and on what terms to purchase the property. The owner hereby authorizes the owner's agents and the agents of any prospective buyer to provide a copy of this report, and to disclose any information in the report, to any person in connection with any actual or anticipated sale of the property.

CAUTION: The lists of defects following each question below are examples only and are not the only defects that may properly be disclosed in response to each respective question.

B. ENVIRONMENTAL

	YES	NO	N/A
B1. Are you aware of a material violation of an environmental rule or other rule or agreement regulating the use of the property?	☐	☒	☐
B2. Are you aware of a defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the property, lead in soil, or other potentially hazardous or toxic substances on the property?	☐	☒	☐
B3. Are you aware of the manufacture of methamphetamine or other hazardous or toxic substances on the property?	☐	☒	☐
B4. Are you aware of subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems?	☐	☒	☐
B5. Are you aware of a defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous or toxic substances on neighboring properties?	☐	☒	☐
B6. Are you aware of brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup program, the DATCP Agricultural Chemical Cleanup Program, or other similar program?	☐	☒	☐
B7. Explanation of "yes" responses	<u>Property is being farmed</u>		

C. WELLS, SEPTIC SYSTEMS, STORAGE TANKS

	YES	NO	N/A
C1. Are you aware of underground storage tanks presently or previously on the property for storage of flammable or combustible liquids, including, but not limited to, gasoline or heating oil? (If "yes," the owner, by law, may have to register the tanks with the Wisconsin Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Wisconsin Department of Agriculture, Trade and Consumer Protection regulations may require the closure or removal of unused tanks.)	☐	☒	☐
C2. Are you aware of defects in the underground or aboveground fuel storage tanks on or previously located on the property? Defects in underground or aboveground fuel storage tanks may include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking; corrosion; or failure to meet operating standards.	☐	☒	☐
C3. Are you aware of defects in a well on the property or a well that serves the property, including unsafe well water due to contaminants such as coliform, nitrates, or atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see s. NR 812.26, Wis. Adm. Code) but that are not closed or abandoned according to applicable regulations?	☐	☒	☐
C4. Are you aware of a joint well serving this property?	☐	☒	☐
C5. Are you aware of a defect relating to a joint well serving this property?	☐	☒	☐
C6. Are you aware of defects in any septic system or other private sanitary disposal system on the property or any out-of-service septic system that serves the property and that is not closed or abandoned according to applicable regulations?	☐	☒	☐
C7. Explanation of "yes" responses			

D. TAXES, SPECIAL ASSESSMENTS, PERMITS, ETC.

	YES	NO	N/A
D1. Have you received notice of a property tax increase, other than normal annual increases, or are you aware of a pending property tax reassessment?	☐	☒	☐
D2. Are you aware of pending special assessments?	☐	☒	☐
D3. Are you aware of the property being located within a special purpose district, such as a drainage district, that has the authority to impose assessments against the real property located within the district?	☐	☒	☐
D4. Are you aware of any land division involving the property for which required state or local permits were not obtained?	☐	☒	☐
D5. Are you aware of impact fees or another condition or occurrence that would significantly increase development costs or reduce the value of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence?	☐	☒	☐
D6. Are you aware of proposed, planned, or commenced public improvements or public construction projects that may result in special assessments or that may otherwise materially affect the property or the present use of the property?	☐	☒	☐
D7. Explanation of "yes" responses <u>Padl wood lane to the South has been vacated by the City. Letter from the City of Green Bay dated 3/8/2012 does no outstanding improvement costs for E. Mason St improvements. Statement from City Treasurer show no outstanding costs for 2018 improvements on Erie Rd.</u>			

E. LAND USE

	YES	NO	N/A
E1. Are you aware of the property being part of or subject to any subdivision homeowners' associations, or other homeowners' associations?	☐	☒	☐
E2. If the property is not a condominium unit, are you aware of common areas associated with the property that are co-owned with others?	☐	☒	☐
E3. Are you aware of the property or any portion of the property being located in a floodplain, wetland, or shoreland zoning area under local, state or federal law? <u>Wetland Study by City of GB 2023</u>	☒	☐	☐
E4. Are you aware of any zoning code violations with respect to the property?	☐	☒	☐
E5. Are you aware of nonconforming uses of the property? A nonconforming use is a use of land, a dwelling, or a building that existed lawfully before the current zoning ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance.	☐	☒	☐
E6. Are you aware of conservation easements on the property? A conservation easement is a legal agreement in which a property owner conveys some of the rights associated with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or education, or for similar purposes.	☐	☒	☐
E7. Are you aware of restrictive covenants or deed restrictions on the property?	☐	☒	☐
E8. Other than public rights of ways, are you aware of nonowners having rights to use part of the property, including, but not limited to, private rights-of-way and easements other than recorded utility easements?	☐	☒	☐
E8a. Are you aware of any private road agreements or shared driveway agreements relating to the property?	☐	☒	☐
E9. Are you aware of the property being subject to a mitigation plan required under administrative rules of the Wisconsin Department of Natural Resources related to county shoreland zoning ordinances, which obligates the owner of the property to establish or maintain certain measures related to shoreland conditions and which is enforceable by the county?	☐	☒	☐
E10. The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. For more information visit https://www.revenue.wi.gov/Pages/FAQS/slf-useassmt.aspx or (608) 266-2486.			
a. Are you aware of all or part of the property having been assessed as agricultural land under Wis. Stat. s. 70.32 (2r) (use value assessment)?	☒	☐	☐
b. Are you aware of the property having been assessed a use-value assessment conversion charge relating to this property? (Wis. Stat. s. 74.485 (2))	☐	☒	☐

Buyers expense

- | | YES | NO | N/A |
|--|--------------------------|-------------------------------------|--------------------------|
| c. Are you aware of the payment of a use-value assessment conversion charge having been deferred relating to this property? (Wis. Stat. s. 74.485 (4)) <i>shall be buyers expense</i> | ☐ | ☒ | ☐ |
| E11. Is all or part of the property subject to or in violation of a farmland preservation agreement? | ☐ | ☒ | ☐ |
| Early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Visit https://datcp.wi.gov/Pages/Programs_Services/FPAgreements.aspx for more information. | | | |
| E12. Is all or part of the property subject to, enrolled in, or in violation of the Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program? | ☐ | ☒ | ☐ |
| E13. Are you aware of a dam that is totally or partially located on the property or that an ownership in a dam that is not located on the property will be transferred with the property because it is owned collectively by members of a homeowners' association, lake district, or similar group? (If "yes," contact the Wisconsin Department of Natural Resources to find out if dam transfer requirements or agency orders apply.) | ☐ | ☒ | ☐ |
| E14. Are you aware of boundary or lot line disputes, encroachments, or encumbrances (including a joint driveway) affecting the property? | ☐ | ☒ | ☐ |
| Encroachments often involve some type of physical object belonging to one person but partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages, driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of the property or to the use of the property such as a joint driveway, liens, and licenses. | | | |
| E15. Are you aware there is not legal access to the property? | ☐ | ☒ | ☐ |
| E16. Are you aware of a pier attached to the property that is not in compliance with state or local pier regulations? See http://dnr.wi.gov/topic/waterways for more information. | ☐ | ☒ | ☐ |
| E17. Are you aware of a written agreement affecting riparian rights related to the property? | ☐ | ☒ | ☐ |
| E18. Are you aware that the property abuts the bed of a navigable waterway that is owned by a hydroelectric operator? | ☐ | ☒ | ☐ |
| Under Wis. Stat. s. 30.132, the owner of a property abutting the bed of a navigable waterway that is owned by a hydroelectric operator, as defined in s. 30.132 (1) (b), may be required to ask the permission of the hydroelectric operator to place a structure on the bed of the waterway. | | | |
| E19. Are you aware of one or more burial sites on the property? (For information regarding the presence, preservation, and potential disturbance of burial sites, contact the Wisconsin Historical Society at 800-342-7834 or www.wihist.org/burial-information). | ☐ | ☒ | ☐ |
| E20. Are you aware of archeological artifacts, mineral rights, orchards, or endangered species on the property? | ☐ | ☒ | ☐ |
| E21. Are you aware of existing or abandoned manure storage facilities located on the property? | ☐ | ☒ | ☐ |
| E22. Are you aware that all or part of the property is enrolled in the managed forest land program? | ☐ | ☒ | ☐ |

The managed forest land program is a landowner incentive program that encourages sustainable forestry on private woodlands by exempting the landowner from the payment of property taxes in exchange for the payment of a lower acreage share payment and compliance with certain conservation practices. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the managed forest land program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Wisconsin Department of Natural Resources (DNR) and pay a fee. By filing this form, the new owner agrees to comply with the management plan for the land and the managed forest land program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes that a landowner makes to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize benefits under the program or cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information, call your local DNR forester or visit <http://dnr.wi.gov/topic/forestry.html>.

E23. Explanation of "yes" responses

The City of Green Bay did a wetland delineation and is aware there approximately 5.7 acres of wetlands on property. Property is being farmed. Any Use Value Assessment fee is the responsibility of the buyer. Property is leased by Gerald Boucher - any offer must address him. Acreage lease agreement attached

F. ADDITIONAL INFORMATION

	YES	NO	N/A
F1. Are you aware of high voltage electric (100 kilo volts or greater) or steel natural gas transmission lines located on, but not directly serving, the property?	☐	☒	☐
F1a. Are you aware if there is internet service available to property? If so, which provider?	☐	☒	☐
F2. Are you aware of flooding, standing water, drainage problems, or other water problems on or affecting the property?	☐	☒	☐
F3. Are you aware of material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide?	☐	☒	☐
F4. Are you aware of significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property? <i>Surrounding property is being farmed</i>	☐	☒	☐
F5. Are you aware of significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or shrubs; or substantial injuries or disease in livestock on the property or neighboring property?	☐	☒	☐
F6. Utility Connections. Are you aware that the property is connected to the following utilities on the property or at the lot line? (If "yes," indicate where the utility is located.)	☐	☒	☐
a. Electricity	☐	☐	☐
b. Municipal water <i>on Erie</i>	☒	☐	☐
c. Telephone	☐	☐	☐
d. Cable television	☐	☐	☐
e. Natural gas	☐	☐	☐
f. Municipal sewer <i>On Erie</i>	☒	☐	☐
F7. Are you aware of any agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from an electric cooperative?	☐	☒	☐
F7a. Are you aware of any right of first refusal, recorded or not, on all or any portion of the property?	☐	☒	☐
F8. Are you aware of other defects affecting the property? Other defects may include items such as animal, reptile, or insect infestation, including infestation impacting trees; drainage easement or grading problems; excessive sliding; or any other defect or material condition.	☐	☒	☐
F9. Are you aware of a government agency, court order, or federal, state, or local regulations requiring repair, alteration, or correction of an existing condition?	☐	☒	☐
F10. Is the owner a foreign person, as defined in 26 USC 1445 (f)? (E.g. a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate.) Section 1445 of the Internal Revenue Code (26 USC 1445), also known as the Foreign Investment In Real Property Tax Act or FIRPTA, provides that a transferee (buyer) of a U.S. real property interest must be notified in writing and must withhold tax if the transferor (seller) is a foreign person, unless an exception under FIRPTA applies to the transfer.	☐	☒	☐
F11. The owner has owned the property for <u>45</u> years.			
F12. Explanation of "yes" responses <i>Listing agent is a member of the selling entity and is related to members of the selling entity</i> <i>Some seller members are licensed real estate persons</i>			

Attachment #1 Letter of 3/2012 Canceling special assessments on West Mason St
Attachment #2 Letter of 2/2019 Canceling special assessments on Erie Rd
Attachment #2 Verification of Arreage lease agreement 70 Boacher

Notice: You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections at <http://www.doc.wi.gov> or by phone at 608-240-5830.

OWNER'S CERTIFICATION

NOTE: Wisconsin Statute section 709.035 requires owners who, prior to acceptance of a purchase contract or an option to purchase, obtain information that would change a response on this report to submit a complete amended report or an amendment to the previously completed report to the prospective buyer within 10 days of acceptance.

The owner certifies that the information in this report is true and correct to the best of the owner's knowledge as of the date on which the owner signs this report.

Owner *Kaster Family LLC* *Martin J. Kaster* Date *4/10/2024*
 Owner *TRU NO. MARIA* Date *4-16-2024*
 Owner *Joan Peters* *Chris Pierquet* *Dawn Deilman* Date *4/17*

CERTIFICATION BY PERSON SUPPLYING INFORMATION

A person other than the owner certifies that the person supplied information on which the owner relied for this report and that the information is true and correct to the best of the person's knowledge as of the date on which the person signs this report.

Person _____ Items _____ Date _____
 Person _____ Items _____ Date _____
 Person _____ Items _____ Date _____

BUYER'S ACKNOWLEDGEMENT

The prospective buyer acknowledges that technical knowledge such as that acquired by professional inspectors may be required to detect certain defects such as the presence of asbestos, building code violations, and floodplain status.

I acknowledge receipt of a copy of this statement.

Prospective buyer *[Signature]* Date *4/12/24*
 Prospective buyer *[Signature]* Date *4/16/24*
 Prospective buyer _____ Date _____

Information appearing in italics is supplemental in nature and is not required pursuant to Section 709.03 of the Wisconsin Statutes.



#1

Administration
920 448 3100
Fax 920 448 3102

Engineering Division
920 448 3100
Fax 920 448 3102

Public Works Department

Operations Division
920 448 3535
Fax 920 448 3536

Parking Division
920 448 3431
Fax 920 448 3370

Traffic Division
920 448 3100
Fax 920 448 3102

March 8, 2012

Christopher Pierquet
2555 Sage Drive
Green Bay, WI 54302

RE: CANCELING SPECIAL ASSESSMENTS AGAINST PARCEL 21-199 ALONG
EAST MASON STREET

Dear Mr. Pierquet,

The City of Green Bay Common Council will cancel the special assessments against parcel 21-199 for the construction of the East Mason Street pavement improvements if you and the other owners relinquish the vehicular access rights to East Mason Street. The total special assessments against this property is \$65,946.30.

Enclosed is the Quit Claim Deed which will relinquish and convey the access rights. Please review this document and if it meets with all of the owners' approval, all owners will need to sign in front of a notary public and return to me at the address below. Once the fully signed Quit Claim Deed is returned we will process the cancellation of the special assessments against this property.

If anyone has questions regarding this matter they can contact me at (920) 448-3111.

Return the signed Quit Claim Deed to:

City of Green Bay
ATTN: Tom Giese
100 N. Jefferson Street
Green Bay, WI 54301

Sincerely,

Thomas H. Giese
Right-of-Way Specialist

THG:mms

Enclosures

I:\Deptdata\Pubworks\Execsupport\CT3Desk1\LETTERS\Thg\2012 Letters\Pierquet - Cancel Special Assessments Parcel 21-199.Docx3.8.2012 (MSmith)



GREEN BAY CITY TREASURER
100 North Jefferson Street, Room 106
Green Bay, WI 54301-5026

Statement

Page 1

Statement Date	Customer Number
02/25/2019	54088
	Statement Total
	\$0.00

#2

VANDER KELEN FARM %PAT KASTER
2170 VELD STE.104
GREEN BAY, WI 54303-0

For questions or concerns please call the
Finance Department: (920) 448-3020

City of Green Bay, Green Bay, WI 54301

Statement

Description	Bill Number	Date	Bill Amount	Bill Adjusted	Amount Paid	Balance Due
SPECIAL ASSESSEMENTS	116614	01/18/2019				
GENERAL BILLING						
1 RECONSTRUCT FOR PARCEL 21-199 AT ARLINE LN AND PROJECT LOCATION ERIE ROAD		01/18/2019	\$25,904.25	\$-25,904.25	\$0.00	\$0.00
Bill Summary			\$25,904.25	\$-25,904.25	\$0.00	\$0.00
SPECIAL ASSESSEMENTS	116633	01/18/2019				
GENERAL BILLING						
1 SANITARY SEWER FOR PARCEL 21-199 AT ARLINE LN AND PROJECT LOCATION ERIE ROAD - SANITARY SEWER		01/18/2019	\$22,450.35	\$-22,450.35	\$0.00	\$0.00
2 SANITARY SEWER FOR PARCEL 21-199 AT ARLINE LN AND PROJECT LOCATION ERIE ROAD - SANITARY SEWER		01/18/2019	\$5,025.00	\$-5,025.00	\$0.00	\$0.00
Bill Summary			\$27,475.35	\$-27,475.35	\$0.00	\$0.00
SPECIAL ASSESSEMENTS	116642	01/18/2019				
GENERAL BILLING						
1 STORM SEWER FOR PARCEL 21-199 AT ARLINE LN AND PROJECT LOCATION ERIE ROAD - STORM SEWER		01/18/2019	\$24,144.25	\$-24,144.25	\$0.00	\$0.00
2 STORM SEWER FOR PARCEL 21-199 AT ARLINE LN AND PROJECT LOCATION ERIE ROAD - STORM SEWER		01/18/2019	\$5,025.00	\$-5,025.00	\$0.00	\$0.00
Bill Summary			\$29,169.25	\$-29,169.25	\$0.00	\$0.00
SPECIAL ASSESSEMENTS	116647	01/18/2019				
GENERAL BILLING						
1 WTR MAIN AND LAT FOR PARCEL 21-199 AT ARLINE LN AND PROJECT LOCATION ERIE ROAD - FRIAR'S PATH TO 830' SOUTH OF EAST MASON STREET		01/18/2019	\$26,929.50	\$-26,929.50	\$0.00	\$0.00
Bill Summary			\$26,929.50	\$-26,929.50	\$0.00	\$0.00
1 - 30 Days	31 - 60 Days	61 - 90 Days	91 - 120 Days	Interest	Other Fees	Total Due
\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00

During the 2018 construction season, we indicated that the assessments for pavement, sanitary sewer, storm sewer, and/or water main levied against your property would be deferred for a period of five (5) years or until the property was developed, whichever came first. Upon reviewing the conditions of the Tax Increment Financing District plan and the development agreement the City has which required that the improvements be installed, it has been determined that the assessments are being rescinded. Please find enclosed documentation demonstrating that the assessments against your property no longer exist (zero balance remaining). Should you desire to connect to the sanitary sewer, storm sewer, or water main, connection fees will be charged at the rate in effect at the time of connection.

If you have any questions in this regard, please feel free to contact Steve Grenier at (920) 448-3097.

Thanks,
Steve

#3

Verification of Acreage Lease Agreement

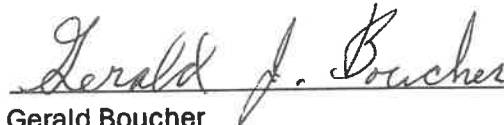
This agreement is between the Vander Kelen Farm and Gerald Boucher
For Parcel 21-199: 35.875 Acres of land for a annual rental of \$1,330.00 for 2024

Since the Vander Kelen Farm Ownership would like to sell said property and have the property listed for sale. If the owners of the Vander Kelen Farm are success in selling the parcel #21-199 Sellers will include as a term in the offer to purchase: If the property is sold prior to harvesting of the crop planted thereon for the growing season of 2024: Mr. Boucher will receive refund of rent \$1,330.00 and reimbursement of cost of soil preparation, seed and planting if the property is sold/closed before Mr Boucher is allowed to harvest the crop. If Mr. Boucher is able to harvest the crop there is no compensation necessary to Mr. Boucher.

Potential buyer: City of Green Bay

 4/10/2024

Vander Kelen Farm
Rep: Patricia A Kaster
c/o River City Realtors, Inc
2170 Velp Ave, Suite 106
Green Bay, WI 54303

 4/10/2024

Gerald Boucher
1309 Erie, Green Bay, WI 54311

Hay



Part of Brown County WI

Map printed on 4/24/2024

1:3,600

1 inch = 300 feet*

1 inch = 0.0568 miles*

*original page size: 8.5"x11"

Appropriate format depends on zoom level

Parcel ownership key

Parcel Boundary

Condominium

Gap or Overlap

*hooks indicate parcel ownership crosses a line

Parcel line

Right of Way line

Meander line

Lines between deeds or lots

Historic Parcel Line

Vacated Right of Way

A complete key (legend) is available at:

tinyurl.com/BrownDogLegend



(920) 448-6480

www.browncountywi.gov

This is a custom map created by an online user of GIS map services provided by Brown County, Brown County WI



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # P.6

To accept the Energy Efficiency & Community Block grant for \$159,610 with no local match.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. sharpscans@greenbaywi.gov_20240417_123540
2. City of Green Bay_EECBG Program Pre-award_GRANT 12_15_23



GRANT TRACKING FORM

PART #1: Notification of Grant Funds

(emailto:PamelaMa@greenbaywi.gov)

APPLICANT DEPARTMENT: Public Works

DATE: 4/15/2024

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: Melissa Schmitz/Resiliency Coordinator

APPROPRIATE COMMITTEE: Finance

NAME OF GRANT/FUNDING SOURCE: Energy Efficiency & Community Block Grant/Department of Energy

AMOUNT OF GRANT REQUEST: \$159,610

LOCAL MATCH REQUIREMENT: \$0

SOURCE OF MATCH: ☐ General Fund ☐ Non-General Fund ☐ Not Applicable

TIMEFRAME OF GRANT: 5/1/2024 through 9/30/2026

TYPE OF GRANT REQUEST: ☒ Monetary ☐ Other (explain under 'purpose of grant')

PURPOSE OF GRANT (summary): The grant will fund a limited term Energy Engagement & Outreach Specialist to help implement education strategy of the Clean Energy Green Bay Plan.

How does the grant meet City/Department needs? Supports implementation of the Clean Energy Green Bay Plan.

What are the personnel requirements (include both existing and new staff) of the grant? The Resiliency Coordinator and Grants Administrator will be responsible for grant administration and reporting requirements.

DEPARTMENT HEAD SIGNATURE:

PART #2: Request to Accept Grant Funds

(complete after notification of grant award; emailto:PamelaMa@greenbaywi.gov)

AMOUNT OF GRANT AWARD: \$159,610

CFDA/STATE ID #: _____

LOCAL MATCH REQUIREMENT: \$0

Please describe the source of match, if applicable: n/a

Please describe any major changes in proposed grant-funded activities: _____

Please describe what the grant money will be spent on: Funding a LTE Energy Engagement & Outreach Spec.

PART	TO:	DATE:	TO:	DATE:
#1: Request to Apply	Finance Dept		FC – Info/Action	
#2: Request to Accept	Finance Dept		FC – Action	

FC = Finance Committee



SCEP

STATE & COMMUNITY ENERGY PROGRAMS

EECBG Program PRE-AWARD INFORMATION SHEET

Each Energy Efficiency and Conservation Block Grant (EECBG) Program recipient shall provide the following information on behalf of itself and all subrecipients and certify that the information is accurate and complete. Recipients may choose to provide this information in whatever format they like, as this form is optional.

EECBG Program recipients representing local and tribal entities may select from two options: 1) a grant or 2) a voucher for technical assistance and/or equipment rebates. EECBG Program recipients choosing a grant must provide data requested in sections 1 through 8 below. EECBG Program recipients choosing a voucher may skip sections 4 through 7.

SECTION 1: CONTACT & LOCATION INFORMATION *(All recipients)*

Recipient Name:	City of Green Bay	Award Number:	
UEI:	ZCUZDCHFP7C6	DUNS (if applicable):	074797028-0000
Business Officer:	Diana Ellenbecker	BO Phone Number/Email:	920-448-3025/diana.ellenbecker@greenbaywi.gov
Principal Investigator (PI):	Steven Grenier	PI Phone Number/Email:	920-448-3097/steven.grenier@greenbaywi.gov

A. TYPE OF ORGANIZATION – Please indicate the type of organization of the Recipient by selecting one of the following:

- ☒ Local Government
☐ Tribal Government
☐ State

B. LOCATION AND CONGRESSIONAL DISTRICT

List the address and Congressional district(s) for the primary location where the grant will be performed.

Street Address:	100 N Jefferson Street
City:	Green Bay
State:	WI
Zip:	54301
Congressional District(s):	8

SECTION 2: GRANT OR VOUCHER *(All recipients)*

EECBG Program recipients representing local and tribal entities must select whether to receive their EECBG Program award in the form of a grant or a voucher for technical assistance and/or equipment rebates. Please indicate your choice here. All States & Territories must select "Grant." (Select one option) [response to this question is non-binding]

- ☐ Voucher for Technical Assistance
☐ Voucher for Equipment Rebate
☐ Voucher for both Technical Assistance and Equipment Rebate
☒ Grant

SECTION 3: BUSINESS ASSURANCES *(All recipients)*

A. DISCLOSURE OF POTENTIAL IMPROPRIETIES

Below, please disclose if any of the following conditions exist. If the answer to any question (a) through (g) below is yes, provide a detailed explanation in an attachment to this form.

- a. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals¹ under investigation for or charged with a covered offense²?
☐ Yes
☒ No
- b. Has the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals been convicted of a covered offense in the last five years or had a civil judgment rendered against them for one of those offenses in that time period?
☐ Yes
☒ No
- c. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals under investigation for potential violation of U.S. export control laws and regulations, or has the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals been convicted of any violations of U.S. export control laws and regulations?
☐ Yes
☒ No
- d. Is the proposed Recipient or Subrecipient(s) under investigation for potential violations of the Drug-Free Workplace Act of 1988, or has the proposed Recipient or Subrecipient(s) been convicted of any violations of the Drug-Free Workplace Act of 1988?
☐ Yes
☒ No
- e. Is the proposed Recipient, Subrecipient(s), or any of the Recipient's or Subrecipient's principals under investigation for research misconduct, or has the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals been convicted of research misconduct?
☐ Yes
☒ No
- f. Has any Federal Agency recommended or initiated proceedings against the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals for suspension or debarment, or is the proposed Recipient, Subrecipient(s), or the Recipient's or Subrecipient's principals debarred, suspended, publicly banned from doing business with the Federal government, or otherwise declared ineligible from

¹ For this form, "principal" means: (1) An officer, director, owner, partner, PI, or other person (as defined in 2 C.F.R. 180.95) within the Project Team with management or supervisory responsibilities related to this project and any resulting transaction; or (2) A consultant or other person, whether or not employed by the Recipient, Subrecipient, or their principals, or paid with Federal funds, who (a) is in a position to handle Federal funds, (b) is in a position to influence or control the use of those funds, or (c) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the transaction, including but not limited to, any Co-PIs.

² For this form, "covered offenses" include: (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; (2) Violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (4) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the Recipient's present responsibility.

receiving Federal Contracts, subcontracts or financial assistance?

☐ Yes

☒ No

- g. Is the proposed Recipient or Subrecipient(s) delinquent on federal debt or insolvent or at risk of insolvency or have the proposed Recipient or Subrecipient(s) filed for bankruptcy in any domestic or foreign jurisdiction?

☐ Yes

☒ No

B. POTENTIAL CONFLICTS OF INTEREST

1. **Financial Conflicts of Interest.** The Recipient must disclose in writing any managed or unmanageable financial conflicts of interest involving a member of the project team (i.e., Investigators) and include sufficient information to enable DOE to understand the nature and extent of the financial conflict, and to assess the appropriateness of the non-Federal entity's management plan. See Section V(b)(3) of the DOE Interim Conflict of Interest Policy. As part of this DOE funded project, does the recipient or any subrecipients have any managed or unmanageable financial conflicts of interest involving a member of the project team (i.e., Investigators)?

☒ No

☐ Yes. If yes, in a separate attachment, the Recipient must provide relevant disclosures/supporting documentation as required by the DOE Interim Conflict of Interest Policy Section V(b)(3).

- C. **Organizational Conflicts of Interest³.** The Recipient must disclose in writing any potential or actual organizational conflict of interest to DOE. See DOE Interim Conflict of Interest Policy Section VI and 2 CFR 200.318 for more information. As part of this DOE funded project, does the recipient or any subrecipients intend to engage in a procurement with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe?

☒ No

☐ Yes. If yes, in a separate attachment, the Recipient must provide relevant disclosures/supporting documentation as required by the DOE Interim Conflict of Interest Policy Section VI.

*****Recipients choosing a voucher may skip to Section 8*****

SECTION 4: PAYMENT INFORMATION *(Grant recipients only)*

Provide (1) the awardee seven-digit ASAP (Automated Standard Application for Payment System) ID number that is under the DOE / Golden Field Office (GO) Agency Locator Code (ALC) and Region Code (#8900-0001-04) if available; (2) the name, phone number and email for the ASAP / Payments Contact Person; and (3) indicate whether the preferred payment method is by advance or reimbursement.

- | | |
|-------------------------------------|------------------|
| 1) ASAP Number: | 553-6660 |
| 2) ASAP/Payments Contact Person: | Matthew Buchanan |
| 3) The preferred payment method is: | Draw Down |

³ Organizational Conflict of Interest means a situation where because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. 2 CFR 200.318(c)(2).

SECTION 5: PERFORMANCE AND FINANCIAL INFORMATION REQUEST *(Grant recipients only)*

Before providing this information, please read the ADDITIONAL INFORMATION at the end of this form. Each field identified below must be completed.

1. Has the Recipient had prior Federal awards? ☒ Yes ☐ No

If Yes:

Is the Recipient up to date on all reporting requirements on all other current and prior awards, including submitting acceptable final technical reports, with other Federal or non-Federal organizations? If you check No to this question, please attach an explanation. ☒ Yes ☐ No

- 2a. Has the Recipient had an independent Single Audit or independent Compliance Audit per Federal regulations, or had a prior Defense Contract Audit Agency (DCAA) Audit performed? (Please see attached instructions regarding Independent Audit requirements.) ☒ Yes ☐ No

- 2b. Has the Recipient undergone a Financial Audit within the last 3 years? ☒ Yes ☐ No

If Yes to either 2a. or 2b.:

- a. A copy of the audit is attached to this form. ☐ Yes ☒ No
b. An electronic copy of the audit was provided with application package. ☒ Yes ☐ No

An electronic copy of the audit can be found at <https://greenbaywi.gov/Archive.aspx?AMID=37>

If audit was not provided, please explain why it has not been completed and/or provided:

3. Recipient's fiscal year end date is December 31

- 4a. Identify the Federal Agency providing the preponderance of funding from ALL Government Awards which the Recipient's organization is/was the prime recipient, including any DOE Awards. Provide Agency name, Cognizant Agency point of contact (individual in charge of negotiating billing rates), phone number, and e-mail.
(If the Recipient's organization has a DCAA contact, please provide this information in 4(c) below):

Agency: Federal Transit Administration
Point of Contact: Melody L. Hopson, P.E.
Phone/Email: 312-886-1611 Melody.Hopson@dot.gov

- 4b. DCAA Contact Information:

DCAA Office: _____
Point of Contact: _____
Phone/Email: _____

SECTION 6: FINANCIAL MANAGEMENT SYSTEM – ACCOUNTING SYSTEM SURVEY (*Grant recipients only*)

To qualify for Financial Assistance, compliance with 2 CFR 200 as amended by 2 CFR 910 is required. This includes assurance of an adequate accounting system for estimating, accounting and billing for governmental funding received. Please complete the checklist below as assurance of this requirement.

For additional information, please visit <https://www.dcaa.mil>. Please refer specifically to the “Pre-award Accounting System Adequacy Checklist” under CUSTOMERS-->Checklists and Tools.

	Yes	No	NA
1. Is the Accounting System in accordance with Generally Accepted Accounting Principles applicable to the circumstances and associated applicable Federal regulations?	☒	☐	☐
2. Accounting System provides for:			
a. Segregation of direct costs from indirect costs.	☒	☐	☐
b. Identification and accumulation of direct costs by project.	☒	☐	☐
c. A logical and consistent method for the allocation of indirect costs to intermediate and final cost objectives. (Project line items are final cost objective)	☒	☐	☐
d. Accumulation of costs under general ledger control.	☒	☐	☐
e. A timekeeping system that identifies employees' labor by intermediate and final cost objective (i.e., project level, division level).	☒	☐	☐
f. A labor distribution system that charges direct and indirect labor to appropriate cost objectives.	☒	☐	☐
g. Interim (at least monthly) determination of costs charged to a project through routine posting of books of account.	☒	☐	☐
h. Excluding costs charged to Government projects which are not allowable in terms of FAR 31, Contract Cost Principles and Procedures, or other provisions.	☒	☐	☐
i. Identification of costs by project line item and by units (as if each unit or line item were a separate project) if required by the proposed award.	☒	☐	☐
3. Is the Accounting System designed, and are the records maintained in such a manner that adequate, reliable data are developed for use in developing cost proposals?	☒	☐	☐
4. Is the Accounting System currently in full operation?	☒	☐	☐

SECTION 7: REPRESENTATION/CERTIFICATION (*Grant recipients only*)

Certification of the information is required by the organization's authorized representative

☒ I certify that I have registered in the System for Award Management (SAM).

☒ I certify that I have registered in FedConnect.net in order to receive award documentation.

☒ I certify that all subrecipient cost information has been reviewed, and that all subrecipient costs are reasonable, allowable, and allocable in accordance with the applicable cost principles. All subrecipient budget documents should be available upon DOE request.

- ☒ I certify that all direct costs proposed in the application (under the personnel, travel, equipment, supplies, contractual, construction, and/or other direct costs categories) are direct to the project and are not duplicated in the proposed indirect costs.
- ☒ I certify that the processes undertaken to solicit any subrecipients, subawards, subcontracts and vendors comply with our organization's written procurement procedures as outlined in "Procurement Standards" 2 CFR 200.317 through 2 CFR 200.326 inclusive.
- ☒ I certify the Recipient:
- (1) Has in effect an up-to-date, written, and enforced administrative process to identify and manage conflicts of interest with respect to all projects for which financial assistance funding is sought or received from DOE;
 - (2) Shall promote and enforce Investigator compliance with DOE's Interim Conflict of Interest (COI) Policy's requirements including those pertaining to disclosure of significant financial interests;
 - (3) Shall manage financial conflicts of interest and provide initial and ongoing financial conflicts of interest reports to DOE;
 - (4) Agrees to make information available, promptly upon request, to DOE relating to any Investigator disclosure of financial interests and the Recipient's review of, and response to, such disclosure, whether or not the disclosure resulted in the Recipient's determination of a financial conflict of interest; and
 - (5) Shall fully comply with the requirements of the DOE Interim COI Policy.

SECTION 8: SIGNATURES *(All recipients)*

I, the Authorization Official named below, represent by my signature that I am authorized to certify this information on behalf of the Recipient. I certify to the best of my knowledge and belief that the information contained in this Pre-Award Information Sheet is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

Name: Diana Ellenbecker

Title: Finance Director

Signature of Authorized
Official:

Diana Ellenbecker

Date:

12/13/2023

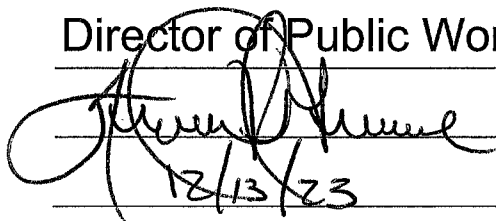
I, the Principal Investigator named below, certify to the best of my knowledge and belief that the information contained in this Pre-Award Information Sheet is true, complete and accurate. I understand that any false, fictitious, or fraudulent information, misrepresentations, half-truths, or omissions of any material fact may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. §§ 1001 and 287, and 31 U.S.C. 3729-3730 and 3801-3812). I further understand and agree that (1) the statements and representations made herein are material to DOE's funding decision, and (2) I have a responsibility to update the disclosures during the period of performance of the award should circumstances change which impact the responses provided above.

Name: Steven Grenier

Title:

Director of Public Works

Signature of Principal
Investigator:


12/13/23

Date:

ADDITIONAL INFORMATION

This information will assist DOE in determining: 1) cognizance; 2) whether the Recipient has adequate internal financial and management controls; and 3) whether the Recipient has an adequate accounting system. Generally, cognizance means that an organization has a Federal oversight agency (cognizant agency). Cognizance of an organization is used for many purposes including: determining which agency is responsible for verifying correct allocation of indirect rates to incurred costs; issuing the Provisional and Final Indirect Rate Agreements; and ordering audits. Adequate internal controls and accounting systems are essential to ensure that the Recipient's costs are correctly estimated, recorded, and billed. The Recipient has the responsibility to ensure that these systems are in place. The cognizant Agency has the responsibility for verifying these systems through audits or other methods.

For additional information, please visit <https://www.dcaa.mil>. Please refer specifically to the “Pre-award Accounting System Adequacy Checklist” under CUSTOMERS-->Checklists and Tools.

Cognizance is determined by TOTAL Federal award/contract dollars received by the Recipient/Contractor from all Federal agencies. This information is used to determine which Federal agency has the largest preponderance of funding and is cognizant. Once a Federal agency assumes cognizance for a contractor, it should remain cognizant for at least 5 years to ensure continuity and ease of administration.

Cognizance related duties are the responsibility of the Cognizant Federal Agency (CFA). The CFA is the Federal agency (e.g., Department of Defense, Department of Energy, Navy, etc.) that provided the preponderance (largest amount) of funding for your awards, across all federal agencies. It is very important to confirm that you work with the correct office.

General Rule of Thumb: Department of Health & Human Services (DHHS) is usually the CFA for Universities, Cities, States, and Counties. DHHS cognizance is not usually transferred.

If it is determined that the Department of Energy/Golden Field Office (GO) is the Cognizant Federal Office, the Recipient will have the following **ANNUAL** responsibilities:

1. Submit a Certified Annual Incurred Cost Claim (ICE Model – see #3 below) to the GO Cost/Price mailbox (CostPrice@ee.doe.gov). **This should represent the total organization's costs (representing the Company General Ledger), not just the Recipient's DOE award(s).**
2. Due Date: 180 days after the Recipient's fiscal year end.
3. For an example of the ICE Model, please visit <https://www.dcaa.mil>. Under “CUSTOMERS->Checklists and Tools”, click on ICE (Incurred Cost Electronically) Model and download the ICE model.

Once the information is received, GO will have the responsibility of providing your organization with an annual indirect rate agreement. This indirect rate must be used on all Federal grants and contracts.

If it is determined that GO is not the Cognizant Federal Office, the Recipient should contact the Cognizant Office for additional instructions.

ANNUAL AUDIT REQUIREMENTS

Independent (Single & Compliance) Audit Requirements

2 CFR 200, Section F located at:

<http://www.ecfr.gov/cgi-bin/text-idx?SID=6e187b05cfeca4f534c659f20983b14e&mc=true&node=pt2.1.200&rgn=div5>

For-Profits: 2 CFR 910, Section F located at:

<http://www.ecfr.gov/cgi-bin/text-idx?node=pt2.1.910&rgn=div5>

Below are excerpts from Section F.

Audit requirements.

- (a) Audit required. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single (program-specific, *not applicable for For-Profits*) or compliance audit conducted for that year in accordance with the provisions of this part.
- (b) *Single* audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 - Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.
- (b) *Compliance* audit. (1) If a for-profit entity has one or more DOE awards with expenditures of \$750,000 or more during the for-profit entity's fiscal year, they must have a compliance audit for each of the awards with \$750,000 or more in expenditures. A compliance audit should comply with the applicable provisions in §910.514—Scope of Audit. The remaining awards do not require, individually or in the aggregate, a compliance audit.
- (c) Program-specific audit election. (*Not applicable to For-Profits*). When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
- (d) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).
- (e) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.
- (f) Subrecipients and Contractors. An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Federal awards expended as a recipient or a subrecipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Subrecipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) Compliance responsibility for contractors. In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) For-profit *subrecipient*. Since this part does not apply to for-profit subrecipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit subrecipients. The agreement with the for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.332 Requirements for pass-through entities.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # P.7

To approve the budget amendment resolution for unbudgeted overtime for special events.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. Combined Resolution for 4.30.24 Finance Meeting

**RESOLUTION AUTHORIZING
BUDGET AMENDMENT**

May 7, 2024

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

Pursuant to the recommendation of the Finance Committee at its meeting of April 30, 2024, the following 2024 amendment of funds is hereby authorized:

	<u>ACCOUNT</u>		<u>AMOUNT</u>
Increase:	101300 50501	Police-Overtime	\$86,504.83
Increase:	101300 46223	Police Overtime Reimbursement	\$86,504.83

***This budget amendment is for 2024 unbudgeted overtime for staffing at various task forces-FBI, Alicia's Law and Internet Crimes Against Children and unbudgeted special events such as HS Lunch Neighborhood Security-GB Schools, PI Day 5K, Easter Egg Extravaganza, Dick Lytie Spring Classic and the Donald Trump Rally.*

Increase:	101400 50501	Fire-Overtime	\$9,625.12
Increase:	101400 46223	Fire Overtime Reimbursement	\$9,625.12

***This budget amendment is for 2024 unbudgeted overtime for staffing at the UWGB Basketball Game, Brown County Fire Investigation Task Force and the Donald Trump Rally.*

Increase:	101400 50501	Fire-Overtime	\$35,035.00
Increase:	101400 43611	Fire-State Overtime Reimbursement	\$35,035.00

***This budget amendment is for 2024 unbudgeted state reimbursements of costs incurred for employees to attend USAR (Urban Search & Rescue) trainings.*

Adopted _____

Approved _____

Mayor

Clerk



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # P.8

To approve a three (3) year agreement with Waste Management for dumpsters at the City of Green Bay sites. The annual cost of the purchase is \$59,533.56 for 2024.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Waste Management Finance Request 4-30-2024



Purchasing Department
100 North Jefferson Street - Room 101
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3047
Fax 920.448.3050

4/29/2024

Finance Committee 4/30/2024.

Consideration and possible action to approve a three (3) year agreement with Waste Management for Dumpsters at City of Green Bay Sites. The annual cost of the purchase with is \$59,533.56 for 2024 and a possible 3% adjustment for 2025 and 2026.

This was competitively bid (see bid summary)

Funding Source: Annual Operating Budget

Respectfully Submitted,

Thomas J. Walenski

Thomas J. Walenski
Procurement Manager
City of Green Bay



Purchasing Department
100 North Jefferson Street - Room 101
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3047
Fax 920.448.3050

2/1/2024

RE: Notice of Intent to Award
RFP # 2024-02 Parks Trash Dumpster-Hauling Services

Dear Sir/Madam:

The evaluation of proposals received for this RFB has been completed and the following is recommended for award:

The City of Green Bay Park Department is recommending awarding the Trash Dumpster-Hauling Services to Waste Management. In the amount of \$59,533.56 annually.

The recommended award will be brought for approval before the next Finance Committee meeting scheduled for April 30, 2024 at 5pm.

The meeting is open to the public and attendance is not required. As the room and time may change, please confirm the date, time, and location if you plan to attend.

Please see the summary of bids received for this project.

Thank you for your continued interest in doing business with the city of Green Bay. If you have any questions, or require additional information, please feel free to contact me at 920-448-3049.

Sincerely,

Thomas J. Walenski

Thomas J. Walenski
Procurement Manager
City of Green Bay

Attachment

CC: Nina Robinette

CITY OF GREEN BAY BID SUMMARY
RFB# 2024-02 Parks Trash Dumpster-Hauling Services
ISSUED: 12/28/2023 DUE: 1/25/2024
CC: 95896

	VENDOR #1		VENDOR #2		VENDOR #3	
	Waste Management		GFL		LRS	
DESCRIPTION	PER MONTH RATE	ANNUALLY COST	PER MONTH RATE	ANNUALLY COST	PER MONTH RATE	ANNUALLY COST
CITY HALL (RECYCLE)	\$30.45	\$365.40	\$50.00	\$600.00	\$62.00	\$744.00
PARK SHOP (RECYCLE)	\$54.57	\$654.84	\$67.00	\$804.00	\$117.00	\$1,404.00
GB POLICE DEPT (TRASH)	\$193.78	\$2,325.36	\$235.00	\$2,820.00	\$378.00	\$4,536.00
GB POLICE DEPT (RECYCLE)	\$157.37	\$1,888.44	\$162.00	\$1,944.00	\$291.00	\$3,492.00
GB METRO TRANSIT (TRASH)	\$103.02	\$1,236.24	\$121.00	\$1,452.00	\$193.00	\$2,316.00
GB METRO TRANSIT (RECYCLE)	\$54.57	\$654.84	\$67.00	\$804.00	\$117.00	\$1,404.00
WILDLIFE SACTUARY (TRASH)	\$218.12	\$2,617.44	\$235.00	\$2,820.00	\$378.00	\$4,536.00
WILDLIFE SACTUARY (RECYCLE)	\$45.11	\$541.32	\$53.00	\$636.00	\$139.00	\$1,668.00
BAY BEACH- BUMPER CARS (TRASH)	\$736.61	\$8,839.32	\$750.00	\$9,000.00	\$1,099.00	\$13,188.00
BAY BEACH- BALL DIAMONS (TRASH)	\$392.77	\$4,713.24	\$425.00	\$5,100.00	\$654.00	\$7,848.00
BAY BEACH- FRONT PAVILION (TRASH)	\$407.73	\$4,892.76	\$750.00	\$9,000.00	\$1,099.00	\$13,188.00
BAY BEACH- FRONT PAVILION (RECYCLE)	\$213.70	\$2,564.40	\$188.00	\$2,256.00	\$507.00	\$6,084.00
BAY BEACH- PARKING (EAST LOT TRASH)	\$392.77	\$4,713.24	\$425.00	\$5,100.00	\$654.00	\$7,848.00
MASON MANOR (TRASH)	\$392.77	\$4,713.24	\$425.00	\$5,100.00	\$654.00	\$7,848.00
MASON MANOR (RECYCLE)	\$157.37	\$1,888.44	\$162.00	\$1,944.00	\$291.00	\$3,492.00
RESCH AQUATIC (TRASH)	\$115.19	\$1,382.28	\$121.00	\$1,452.00	\$193.00	\$2,316.00
RESCH AQUATIC (RECYCLE)	\$88.17	\$1,058.04	\$107.00	\$1,284.00	\$164.00	\$1,968.00
COLBURN POOL (TRASH)	\$141.07	\$1,692.84	\$147.00	\$1,764.00	\$223.00	\$2,676.00
COLBURN POOL (RECYCLE)	\$67.41	\$808.92	\$70.00	\$840.00	\$139.00	\$1,668.00
JOANNES AQUATIC (TRASH)	\$115.19	\$1,382.28	\$121.00	\$1,452.00	\$193.00	\$2,316.00
JOANNES AQUATIC (RECYCLE)	\$67.41	\$808.92	\$70.00	\$840.00	\$139.00	\$1,668.00
ST PHILLIPS PARK (TRASH)	\$266.92	\$3,203.04	\$286.00	\$3,432.00	\$223.00	\$2,676.00
EAST RIVER TRAIL (TRASH)	\$141.07	\$1,692.84	\$147.00	\$1,764.00	\$223.00	\$2,676.00
FIRMAN'S PARK (TRASH)	\$266.92	\$3,203.04	\$286.00	\$3,432.00	\$439.00	\$5,268.00
ARNIE WOLFF SOCCER COMPLEX (TRASH)	\$141.07	\$1,692.84	\$147.00	\$1,764.00	\$223.00	\$2,676.00
Vendor's Proposed Cost of Project:	\$4,961.13	\$59,533.56	\$5,617.00	\$67,404.00	\$8,792.00	\$105,504.00

Lead Time	No lead time	3-4 Weeks	30-60 Days
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Recommendation: is to award the lowest responsive, responsible vendor Waste Management in the amount of \$59,533.56 annually.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # P.9

To receive and place on file the QI of 2024 general fund overtime report compared to budget.

BACKGROUND

QI 2024 General Fund summary:

ADMINISTRATIVE SERVICES driven by election overtime hours.

INFORMATION TECH & SERVICES is driven by normal on-call overtime. Budget was in error zero for the 2024, estimated annual expense \$3-4,000.

POLICE – memo attached

FIRE – report to follow

DEPARTMENT OF PUBLIC WORKS -
Operations Division

- 101503 – overtime for Supers on-call can snow duties. Normal activity.
- 1015210 – overtime for afterhours barricading and other call-in duties. Normal activity.
- 1015210E – overtime for afterhours barricading and other call-in duties. Normal activity.
- 1015230E – overtime for plow ops. Normal activity.
- 1015310 – overtime for lot cleanups ordered by Inspection. Cost Invoiced to property owner.
- 1015320 – overtime for brush collection. Negligible expenditure.
- 1015330 – overtime to finish collecting daily recycling collection routes. Negligible expenditure.
- 1015361 – overtime for ES yard waste site operation. Catch-up after extended tub grinder breakdown.
- 1015362 – overtime for WS yard waste site operation. Catch-up after extended tub grinder breakdown.
- 1015384 – overtime for bulk collection. Good Friday (holiday) week.
- 1015410 – overtime for Motor Equipment Section. Higher cost than wanted or is normal. Short on Mechanic staff. Needed to ready equipment for spring leaf collection.
- 10145420 – BMT overtime. Built into regular schedule. Normal activity.
- 15530501 – overtime to repair Main Street Bridge. Negligible expense.

Estimated Ops may be over budget for overtime about \$90K at the end of the year. Quarterly recap from 2021-2024 attached.

Traffic Division

101504 – zero expenditure in this account

1015710 – overtime for Electrician call-ins. Normal activity.

1015710E – overtime for Electrician call-ins. One significant call-in. Otherwise normal activity.

1015720E – overtime for barricading call-ins (fires, crashes, downed trees, etc.). Normal activity.

PARKS, REC AND FORESTRY - only 1% of overtime spent, overtime will be driven by summer seasonal.

RECOMMENDATION

To receive and place on file.

FISCAL IMPACT

ATTACHMENTS

1. QI Summary Table
2. m042424-Davis(OT Report)
3. 2021-2024 Ops overtime summary
4. QI OVERTIME FINANCE MEMO

Row Labels	Revised Budget	Actual	Total Overtime	Available Budget	% Used
10 - ADMINISTRATIVE SERVICES	\$2,900.00	\$860.77	\$ 861	\$ 2,039	29.68%
12 - INFORMATION TECH AND SERVICES	\$0.00	\$861.70	\$ 862	\$ (862)	-100.00%
25 - COMMUNITY AND ECONOMIC DEVELOP	\$2,000.00	\$0.00	\$ -	\$ 2,000	0.00%
30 - POLICE	\$1,143,000.00	\$353,821.53	\$ 353,822	\$ 789,178	30.96%
40 - FIRE	\$1,125,617.95	\$223,586.02	\$ 223,586	\$ 902,032	19.86%
50 - DEPT OF PUBLIC WORKS	\$315,900.00	\$104,129.61	\$ 104,130	\$ 211,770	32.96%
60 - PARKS, REC AND FORESTRY	\$23,484.00	\$350.29	\$ 350	\$ 23,134	1.49%
Grand Total	\$2,612,901.95	\$683,609.92	\$683,610	\$1,929,292	26.16%



Green Bay Police Department
307 South Adams Street
Green Bay, Wisconsin 54301-4582
www.gbpolice.org

Phone 920.448.3200
Fax 920.448.3248

April 24, 2024

To: Common Council Finance Committee

From: Chris Davis
Chief of Police

Subject: 2024 Q1 Overtime Report

As of April 22, 2024, the Green Bay Police Department has incurred a total overtime expense of \$552,237.27. Of this, \$178,373.56 is reimbursable, meaning the actual year-to-date overtime expense to the General Fund is \$329,989.16. This represents approximately 29% of our total 2024 overtime budget of \$1,143,000.00.

The top ten drivers of overtime expenditure to date are:

- Late Call (\$39,839.56): Officers sometimes receive calls for service that require them to stay past the end of their regularly scheduled work hours. These include emergency situations, arrests that need to be processed, or cases in which reports are required to be completed before the officer leaves work for the day.
- Patrol Backfill – SWAT (\$37,492.26): Special Weapons and Tactics (SWAT) team officers are required to attend regular bi-weekly and annual training, as well as ad hoc training related to the team's various roles. These training requirements have increased in 2024 due to changes in National Tactical Officers Association (NTOA) standards. In addition, SWAT officers are often needed to conduct planning for upcoming missions. SWAT is a detached assignment, and most SWAT officers serve in patrol, which has union contract-mandated minimum staffing levels. Therefore, when a SWAT member's absence pushes a patrol shift below its minimum, overtime is required to meet the requirement.
- Patrol Backfill – 2 Sergeant Minimum (\$35,984.16): A minimum of two patrol sergeants is required at all times, and when training, specialty assignment needs, or paid leave pushes sergeant staffing below this level, overtime is required to meet the requirement. Until April 15, we held two vacant sergeant positions while we conducted a promotional process. We are currently fully staffed at the sergeant rank, which should reduce this expense. However, a number of sergeants currently serve on specialty units, which pulls them from their regular duties fairly frequently. We are working with the Green Bay Professional Police Association (GBPPA) on a solution to this problem.
- Patrol Backfill – Vacation/Comp/Personal Leave (\$34,457.15): When an officer's use of paid leave pushes a shift below its minimum staffing level, overtime is required to meet the requirement. Officers must be given the opportunity to use accrued leave throughout the year, and each shift has a maximum number of officers who can be allowed off on such leave on any given day to avoid excessive overtime expense.

- SWAT Call-In (\$33,636.72): Certain types of incident require a SWAT response. The most common SWAT call-ins are for search warrant services and barricaded persons who are suspected to be armed. SWAT officers called to respond to such events while off duty are paid overtime.
- Patrol Backfill – Sick Leave (\$24,696.27): When an officer's use of sick leave pushes a shift below its minimum staffing level, overtime is required to meet the requirement.
- Circuit Court – Preliminary Hearing (\$14,868.62): Officers are required to attend court for preliminary hearings in cases where an arrest is made. We have implemented a program to have a detective attend such hearings during their regular hours, but there are still cases where the arresting officer is required for the hearing.
- Person Crime Holdover (\$13,567.64): Certain person crimes, such as serious assaults, require a detective response. If this occurs outside the Investigations Division's regular hours, overtime is required to pay the responding detectives.
- In Early Due to Call Volume (\$13,172.44): At times, high call volume and/or significant incidents require the shift supervisor to call the next shift in early to help meet service demand.
- Circuit Court – Jury Trial (\$12,452.77): Officers required to attend court pursuant to a subpoena during their off hours are paid overtime.

At this point, we expect that we will likely meet our overtime budget for the year. Positive trends in hiring should help alleviate some patrol backfill needs. However, significant risks exist. Unforeseen emergencies or a large number of unreimbursed Presidential campaign visits could impact our overtime expenses.

City of Green Bay-DPW
Operations Division Overtime Expense Comparison
(March 2024)

Year	Spent	Cumulative Spent	% of Actual Spent	Cumulative % of Actual Spent	Budget	% of Budget Spent	Annual Plow Events	#Plows/O.T. \$	Note
2021-Q1	\$35,356	\$35,356	11%	11%	\$400,000	9%	6	\$5,893	
2021-Q2	\$9,829	\$45,185	3%	15%		11%	0		
2021-Q3	\$14,377	\$59,562	5%	19%		15%	0		
2021-Q4	\$251,021	\$310,583	81%	100%		78%	3	\$83,674	more spreading ops during Q4
2022-Q1	\$38,789	\$38,789	15%	15%	\$280,000	14%	10	\$3,879	
2022-Q2	\$24,624	\$63,413	9%	24%		23%	0		
2022-Q3	\$27,623	\$91,036	10%	34%		33%	0		
2022-Q4	\$173,818	\$264,854	66%	100%		95%	3	\$57,939	more spreading ops during Q4
2023-Q1	\$82,102	\$82,102	24%	24%	\$280,000	29%	11	\$7,464	
2023-Q2	\$78,152	\$160,254	23%	47%		57%	0		
2023-Q3	\$15,469	\$175,723	5%	52%		63%	0		
2023-Q4	\$162,613	\$338,336	48%	100%		121%	0		
2024-Q1	\$99,990	\$99,990	29%	29%	\$260,000	38%	6	\$16,665	weeklong snow storm & cold spell
2024-Q2	\$50,000	\$149,990	14%	43%		58%	0		
2024-Q3	\$50,000	\$199,990	14%	57%		77%	0		
2024-Q4	\$150,000	\$349,990	43%	100%		135%	3	\$50,000	
Estimated 2024 overtime budget =					(\$89,990)				

NOTES

- 1) RED numbers are educated guesses
- 2) 2023 was an anomaly year. Not used in this analysis
- 3) 2024 Q2 and Q3 projected O.T. expenses are high/conservative
- 4) Assuming three (3) normal/typical plow operations during Q4 of 2024
- 5) Most plow operations occur in Q1.



Green Bay Metro Fire Department
501 South Washington Street
Green Bay, Wisconsin 54301-4218
www.greenbaywi.gov/fire

Phone 920.448.3280

Matthew W. Knott
Fire Chief

MEMORANDUM

To: Finance Committee

From: Matthew W. Knott, Fire Chief

Date: April 29, 2024

Re: 2024 – Quarter 1 Overtime Report

We are currently trending under budget at 19.9%. We continue to work to identify specific reasons for overtime and how we can control future expenditures. We will continue to monitor on and off duty medical-related absences and our staffing levels.

We anticipate an increase of overtime use this summer and fall due to scheduled time off, future adjustments once a contract agreement is reached, and are preparing for a large number of planned retirements this fall/early winter.

It is projected that we will end the year at our budgeted amount or slightly under budget, barring any unforeseen circumstances. We will continue to monitor our overtime expenditures and will provide updates to the Finance Committee.





Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # P.10

To receive and place on file the Claims Committee Reports for February, March & April 2024.

The Common Council may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Common Council will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

BACKGROUND

RECOMMENDATION

To approve the Claims Committee Reports.

FISCAL IMPACT

ATTACHMENTS

1. Claims Committee Rpt February
2. Claims Committee Rpt March
3. Claims Committee Rpt April



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # P.11

To approve, as staff recommends, the litigation matter of Bates et al. v. CVMIC et al.

The Common Council may convene in closed session pursuant to Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Common Council will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # Q.2

To approve the donation of new batting cages from the Green Bay Optimist Club at East River Optimist Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. PROPOSED BATTING CAGES - Optimist Park
2. Optimist Park Map 3

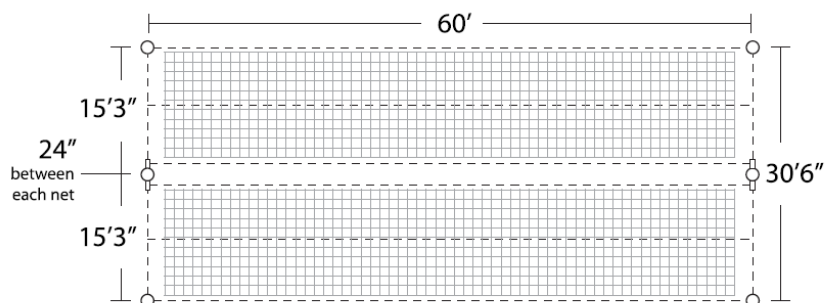
PROPOSED BATTING CAGES – EAST RIVER OPTIMIST PARK



2-WIDE MASTODON BATTING CAGE SYSTEM

14'W x 55'L

----- 3/16" Aircraft Cable



All dimensions are to center of pole. All poles to be set in the ground using 2,500 psi concrete.



East River Optimist Park Proposed Batting Cage Location Map



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # Q.3

To approve the request by the National Railroad Museum to construct an addition to their main building at Cooke Park, which is the site of the National Railroad Museum.

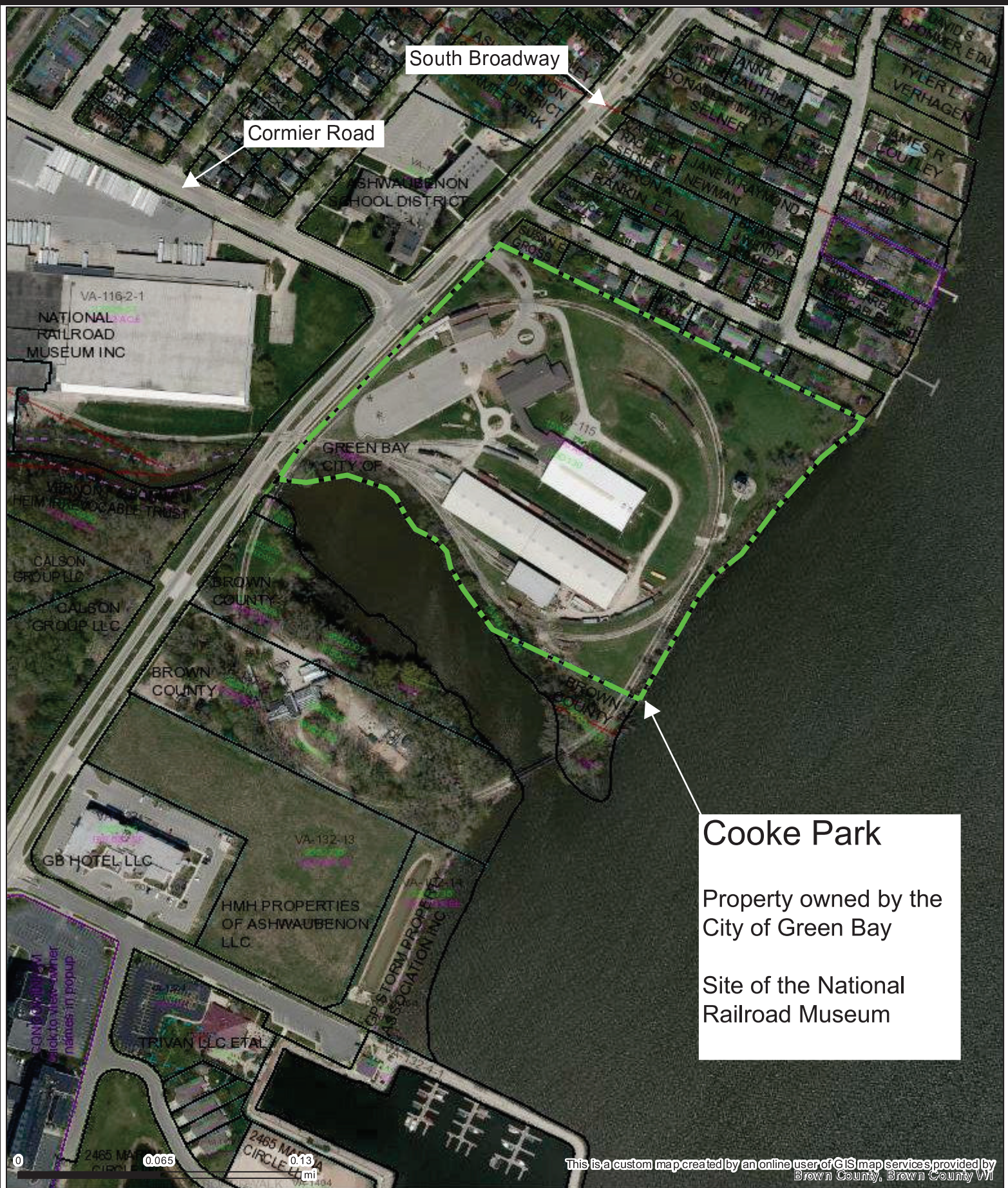
BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Railroad Museum Map I
2. National Railroad Museum - Images



Part of Brown County WI

Map printed on 2/20/2023

1:3,600

1 inch = 300 feet*

1 inch = 0.0568 miles*

*original page size: 8.5"x11"

Appropriate format depends on zoom level



Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap

"hooks" indicate
parcel ownership
crosses a line

- Parcel line
- Right of Way line
- Meander line
- Lines between deeds or lots
- Historic Parcel Line
- Vacated Right of Way

A complete key (legend) is available at:
tinyurl.com/BrownDogLegend



(920) 448-6480
www.browncountywi.gov

National Railroad Museum – Proposed Building Addition

Phase I Program:

First Floor:

Display and Event Space: 13,000sf
Womens and Mens Room: 500sf
Kitchen for new event space: 600sf
Storage for Addition: 1050sf
Small Conference Room (20) people: 900sf
Electrical/Mechanical Closet: 350sf

Second Floor:

Mezzanine: 4000sf



National
Railroad
Museum

bernersschuber





Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # Q.4

To approve a sponsorship agreement with Children's Hospital and Health System, Inc. for a donation of \$20,000 towards Kid's Day on June 25th, 2024.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. SPONSORSHIP.KIDSDAY.4.30

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (hereinafter "Agreement"), is made this 18th day of April, 2024 (the "Effective Date") by and between the City of Green Bay, a Wisconsin Municipal Corporation, on behalf of its Parks Recreation and Forestry Department (hereinafter "GBPRF") and Children's Hospital and Health System, Inc a Wisconsin Corporation, (hereinafter "CHILDREN'S HOSPITAL"), collectively referred to as the Parties.

RECITALS

WHEREAS, GBPRF has a mission to enrich and strengthen the community by promoting healthy lifestyles, personal development, and community enjoyment through recreational and educational experiences for people of all ages and abilities; and

WHEREAS, GBPRF seeks collaborative relationships with community entities that work to engage youth, families, schools and the greater Green Bay community in activities that improve and promote health and wellness; and

WHEREAS, CHILDREN'S HOSPITAL is dedicated to providing access to the highest quality health care and services to their members living in Wisconsin; and

WHEREAS, CHILDREN'S HOSPITAL wishes to sponsor Green Bay Kids' Day, which will be held at Bay Beach Amusement Park on Tuesday, June 25, 2024.

NOW, THEREFORE, in consideration of the foregoing herein and the mutual promises and covenants set forth herein, the parties agree as follows:

1. RESPONSIBILITIES OF CHILDREN'S HOSPITAL

- a. Provide GBPRF with a logo for placement on promotional flyers, event signs and banners.
- b. Contribute a sponsorship investment to GBPRF in the amount of \$20,000.00, which represents a financial commitment of \$10,000.00 to provide free rides at Bay Beach Amusement Park 3:00 p.m.-close, \$1,500 for promotional giveaways, \$1,000 for signage and \$7,500 for entertainment expenses.
- c. Delegate and provide contact person to coordinate with GBPRF in implementing this Agreement. CHILDREN'S HOSPITAL may change its contact person at any time upon written notice to GBPRFD.

2. RESPONSIBILITIES OF GBPRFD

- a. Recognition as a Presenting Sponsor on all event marketing materials, including press releases, promotional flyers, and digital/social advertisements.

- b. Include CHILDREN'S HOSPITAL in public acknowledgment during the event, including mentions in speeches and presentations.
- c. Include CHILDREN'S HOSPITAL'S logo on the event website and inclusion in all promotional materials related to the event.
- d. Include CHILDREN'S HOSPITAL'S logo in all promotional materials associated Green Bay Kids' Day. This includes all print and social media marketing.
- e. Delegate and provide contact person, James Andersen (James.andersen@greenbaywi.gov), to coordinate with CHILDREN'S HOSPITAL in implementing this Agreement.

3. TERM

This Agreement will be in effect from the date of execution, the Effective Date, unless terminated pursuant to the provisions of Section 4 of this Agreement.

4. TERMINATION

- a. If either party fails to fulfill its obligations under this Agreement in a timely or proper manner, or violates any of its provisions, the non-breaching party will thereupon have the right to terminate this Agreement by giving ten (10) days written notice of termination of the Agreement, specifying the alleged violations, and effective date of termination. This Agreement will not be terminated if, upon receipt of the notice, the breaching party promptly cures the alleged violation prior to the end of the ten (10) day period.
- b. Either party has the right to terminate this Agreement at any time, for any reason, by giving the other party thirty (30) days written notice by Certified Mail or Registered Mail of such termination.
- c. Upon termination of this Agreement for any reason, GBPRFD shall refund to CHILDREN'S HOSPITAL all prepaid monies which have not been used for the activities set forth in Sections 2.a and 2.b.

5. INDEPENDENT PROVIDER

In entering into this Agreement, and in acting in compliance herewith, the parties acknowledge and agree that CHILDREN'S HOSPITAL and GBPRF are at all times acting and performing as an independent contractors, duly authorized to perform the acts required of it hereunder. Each party further agrees that neither party may be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans to any employee or contractor of the other party pursuant to this Agreement.

6. NOTICE

All notices provided for under this Agreement shall be in writing and shall be sufficient if personally delivered, sent by registered or certified mail, return receipt requested, or by email or confirmed facsimile to the addresses set forth below or to such other address as a party may designate to the other party in writing. Each such Notice will be deemed to have been received: (a) as of the day transmitted by facsimile if receipt has been electronically confirmed; (b) as of the date emailed if receipt has been electronically confirmed or so long as a duplicate copy is contemporaneously provided by another Notice methodology set forth in this Section; (c) as of the date actually delivered if sent by a recognized delivery service that uses delivery tracking processes; and (d) as of the date actually delivered if delivered by personal courier to the office location of the recipient during normal business hours.

If to CHILDREN'S HOSPITAL:

Laura Simpson and Kate Kishline
Children's Community Health Plan, Inc.
9000 W. Wisconsin Avenue
Milwaukee, WI 53226
LSimson@childrenswi.org
KKishline@childrenswi.org

with a copy to:
General Counsel
Children's Community Health Plan, Inc.
9000 W. Wisconsin Avenue
Milwaukee, WI 53226

If to GBPRF:

James Andersen and Ann Moeller
100 North Jefferson St.
Room 510
Green Bay, WI 54304
James.andersen@greenbaywi.gov
Ann.moeller@greenbaywi.gov

7. AMENDMENT AND ASSIGNMENT

No modification, expansion, assignment, or amendment of this Agreement will be of any force or effect unless in writing and signed by the parties hereto.

8. SEVERABILITY

All terms and covenants herein are severable. In the event any single term or covenant is found invalid by an agency or court of competent jurisdiction, this Agreement will be interpreted as if such invalid terms or covenants were not contained herein.

9. CHOICE OF LAW and FORUM

This Agreement will be governed in all respects by, and construed in accordance with, the laws of the State of Wisconsin. The venue of any action hereunder will be in Brown County, Wisconsin.

10. FINAL EXPRESSION

This Agreement is intended by CHILDREN'S HOSPITAL and GBPRF as a final expression of their agreement and as a complete and exclusive statement of its terms. This Agreement supersedes all prior proposals, negotiations, conversations, discussions and agreements among the parties concerning the subject matter hereof.

11. EXCLUDED PARTY LAW.

GBPRF represents and warrants that neither it nor its subcontractors is excluded from receiving or being a party to any Federal contract or subcontract pursuant to any Federal statute, rule, regulation, executive order or government instruction. GBPRF shall notify CHILDREN'S HOSPITAL of any exclusion or adverse actions or any basis therefore within seven (7) days of its learning of any such exclusion or adverse action or any basis therefore. Ineligibility to participate in any federal health care program is grounds for immediate termination of this Agreement at CHILDREN'S HOSPITAL's sole discretion.

12. USE OF MARKS.

Neither party will use the other party's name, logos, trademarks, or other marks without that party's written consent for each specific use.

13. COMPLIANCE WITH LAWS.

Each party represents and warrants that it shall comply with all applicable federal and state laws and regulations regarding their respective obligations hereunder.

14. EACH PARTY RESPONSIBLE FOR ITS OWN ACTS.

Each party shall be responsible for its own acts or omissions and for any and all claims, liabilities, injuries, suits, demands, and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party or its employees or representatives in the performance or omission of any act or responsibility of that party under this Agreement.

15. WAIVER.

No failure or delay on the part of either party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other

right, power or remedy. Any waiver granted hereunder must be in writing and signed by the party against whom the waiver is asserted, and shall be valid only in the specific instance in which given.

16. FORCE MAJEURE.

Neither party shall be liable for any delay or default caused by conditions beyond the reasonable control of the party whose performance is affected. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused. This provision shall not apply where the damages, delay or default could have been avoided by reasonable precautions.

17. SURVIVAL.

Those provisions of this Agreement which, by their nature, are meant to survive termination shall so survive, and include without limitation provisions related to ownership of marks, governing law and venue.

18. COUNTERPARTS.

This Agreement may be executed in several counterparts, and the signatures on this Contract may be transmitted electronically. Electronic signatures will be deemed to constitute original signatures and counterparts to this Agreement containing the signatures (whether original or electronic) of all the parties will be deemed to constitute a single, enforceable Contract.

IN WITNESS WHEREOF, the parties agree to the terms set forth this Agreement.

CITY OF GREEN BAY

By _____
Eric Genrich, Mayor

Date _____

By _____
Celestine Jeffreys, Clerk

Date _____

CHILDREN'S HOSPITAL AND HEALTH SYSTEM, INC.

By _____
Korre Johnson

Date _____



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # Q.5

To approve selling a permanent utility easement at the Bay Beach Wildlife Sanctuary to American Transmission Company LLC for a total cost of \$31,700.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Letter - Offer to Purchase Easement - City Town Village County 196
2. Easement - Compensation Summary - Low Voltage-MI (11-19-2020) (1)
3. DAA-DYK0020_Easement - WI - City-Village-Town-County Low Voltage (4-13-2023)



January 30, 2024

Tracking No. 9405 5112 0620 4573 4703 60

City of Green Bay
100 South Jefferson Street
Green Bay, WI 54301

Re: Transmission Line Easement O-15, ATC Tract Id No. DAA-DYK0020

Dear Representative:

American Transmission Company LLC (ATC) recently communicated with you regarding our O-15 project, which is scheduled to have initial construction activities begin this fall. The easement is for the purpose of constructing, maintaining, and operating an overhead transmission line across your property.

Enclosed please find an easement document, in duplicate, and an appraisal that supports our offering price in the amount of \$31,700.00 for the easement ATC will acquire. This amount includes the value of easement rights acquired. The easement area for the O-15 transmission line project affects 9.053 acres of City-owned lands.

After you have had a chance to review these materials, please contact me at **920-660-2509** or **doug.mathys@steigerwaldt.com** to schedule an appointment and to discuss any questions or concerns you may have regarding this project. Thank you for your consideration of this information.

Sincerely,

Doug Mathys

Doug Mathys
ATC Real Estate Contractor



COMPENSATION SUMMARY

ATC File Number: DAA-DYK0020 Line Designation: O-15 Date: 1/30/2024

LANDOWNER INFORMATION:

Owner: City of Green Bay

Address: 100 South Jefferson Street, Green Bay, WI 54301

Phone #: _____

P&P Sheet(s): Page _____ of P&P Dated: _____ Structure(s): _____

Easement Compensation	\$ <u>31,686.00</u>
-----------------------	---------------------

_____	\$ _____
-------	----------

_____	\$ _____
-------	----------

_____	\$ _____
-------	----------

Total Compensation	\$ <u>31,686.00</u>
--------------------	---------------------

ELECTRIC TRANSMISSION LINE EASEMENT

Not subject to Wis. Stat. § 77.22(1).

Document Number

The undersigned Grantor, City of Green Bay, a municipal corporation, (hereinafter called the "Grantor"), in consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto American Transmission Company LLC, a Wisconsin limited liability company, and its manager ATC Management Inc., a Wisconsin corporation, their successors, assigns, licensees and managers, (hereinafter jointly referred to as "Grantee"), the perpetual right and easement to construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol a line of structures, comprised of wood, concrete, steel or of such material as Grantee may select, and wires, including associated appurtenances for the transmission of electric current (not to exceed 69kV), together with communication signals and equipment restricted solely for the purpose of electric utility communication, upon, in, under, over and across property owned by the Grantor in the City of Green Bay, County of Brown, State of Wisconsin, described as follows:

Parcels described in the Brown Co. Register of Deeds as Doc. Numbers 714441 and 897592, located in Private Claim's 45 and 46, East Side of the Fox River (E.S.F.R), and a parcel being part of the parcel described in the Brown Co. Register of Deeds, recorded as Doc. No. 934153A, located in Gov. Lot 1 of Section 28, T24N-R21E, all in the City of Green Bay, Brown County, Wisconsin;

The legal description and location of the Perpetual Easement Strip is as shown on the Exhibit A, attached hereto and incorporated by reference in this easement document.

The Grantee is also granted the associated necessary rights to:

- 1) Enter upon the perpetual easement strip for the purposes of exercising the rights conferred by this perpetual easement.
- 2) Have reasonable ingress and egress for personnel, equipment and vehicles to and from said perpetual easement area across the Grantor's property adjacent to the perpetual easement.
- 3) Construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect, patrol and remove the above designated facilities and other appurtenances that the Grantee(s) deem(s) necessary.
- 4) Trim, cut down and remove any or all brush, shrubs, trees and overhanging branches now or hereafter existing on said perpetual easement strip.
- 5) Cut down and remove such dead, dying, diseased, decayed, leaning trees or tree parts now or hereafter existing on the property of the Grantor located outside of said Perpetual Easement Strip that in Grantee's judgment, may interfere with Grantee's full use of the Perpetual Easement Strip for the purposes stated herein or that pose a threat to the safe and reliable operation of the Electric Transmission Facilities; together with the right, permission and authority to enter in a reasonable manner upon the property of the Grantor adjacent to said Perpetual Easement Strip for such purpose.
- 6) The right, permission and authority is conveyed to Grantee to use herbicidal chemicals for tree, weed and brush control in the Easement Strip and for Hazard Tree management purposes.

The Grantee shall pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than brush and trees trimmed or cut down and removed), caused by the construction, maintenance, replacement or removal of said facilities.

Within the Perpetual Easement Strip, and without first securing the prior written consent of the Grantee, Grantor agrees that they will not:

- 1) Locate any dwelling or mobile home intended for residential occupancy; or
- 2) Construct, install or erect any structures or fixtures, including but not limited to swimming pools; or
- 3) Construct any non-residential type building; or
- 4) Store flammable goods or products; or
- 5) Plant trees or shrubs; or
- 6) Place water, sewer or drainage facilities; or
- 7) Change the grade more than one (1) foot.

Grantor warrants and represents that Grantor has clear, merchantable, fee simple title to said property, and that Grantor knows of no claim, pending contract for sale, or negotiation for such contract of sale for any of the lands described herein.

This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.

[SIGNATURES AND ACKNOWLEDGEMENT ON PAGE 2]

DAA-DYK0020

Recording Area

Name and Return Address
Steigerwaldt Land Services, Inc.
856 North 4th Street
Tomahawk, WI 54487

Parcel Identification Number(s)
21-426-1, 21-429-1, 21-285

WITNESS the signature(s) of the Grantor this _____ day of _____, 20____.

GRANTOR: City of Green Bay, a municipal corporation

Signature

Printed Name

Title

Signature

Printed Name

Title

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 20____, the above named
_____ as _____, and to the above named
_____ as _____, of the City of Green Bay, to me known to be the person
who executed the foregoing instrument in such capacity and acknowledged the same.

Notary Signature

Printed Name

Notary Public, State of _____

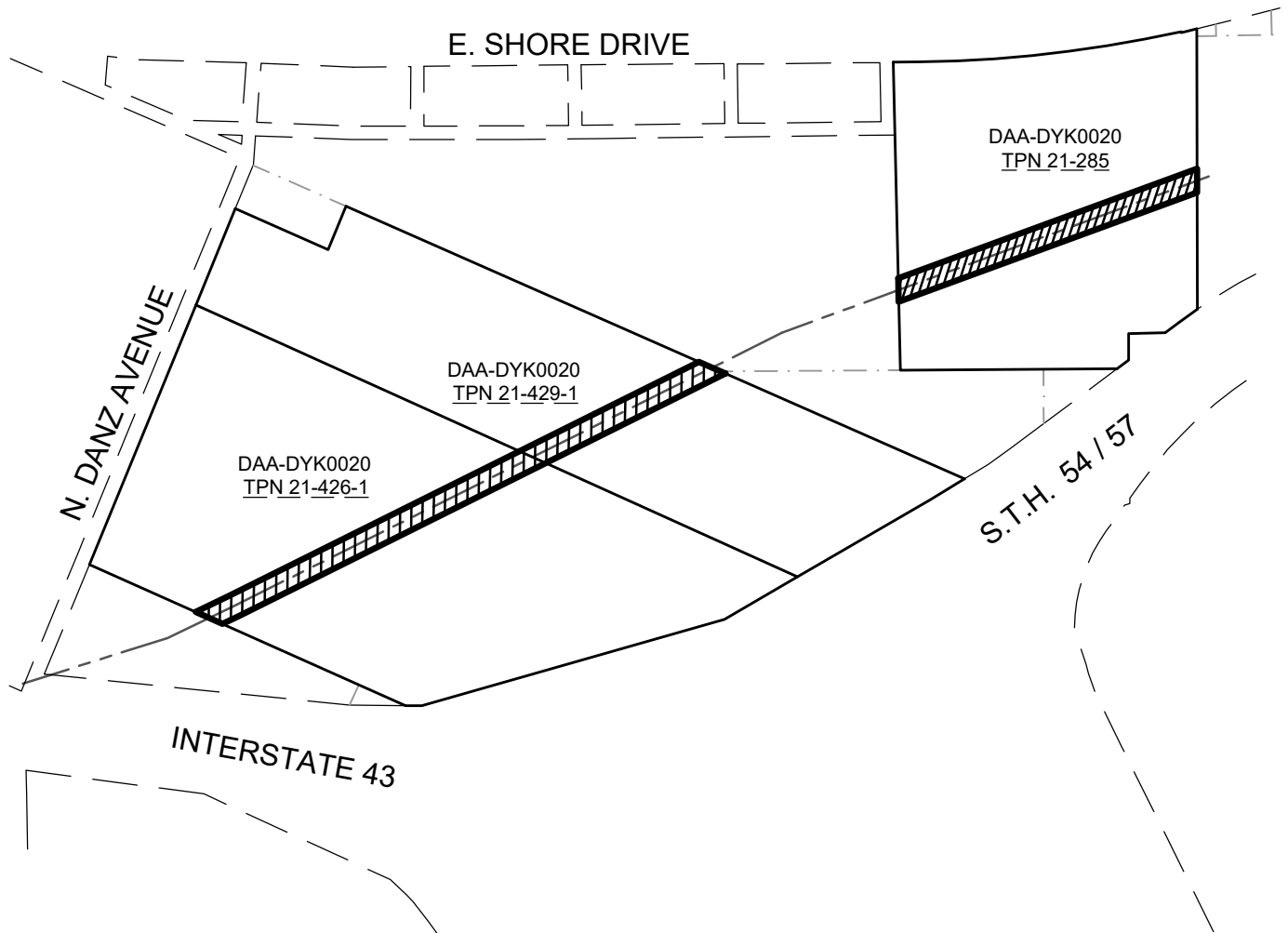
My Commission expires (is) _____

This instrument drafted by Carol Ahles and checked by Jason Saari on behalf of American Transmission Company, PO Box 47,
Waukesha, WI 53187-0047.

EASEMENT DESCRIPTION MAP (EXHIBIT A)

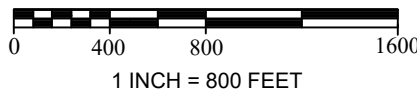
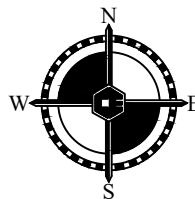
ATC ID: DAA-DYK0020

PARCEL NO'S. 21-426-1, 21-429-1 & 21-285



LEGEND

TPN	TAX PARCEL NUMBER
---	GRANTOR PARCEL LINE
---	PARCEL LINE
---	RIGHT OF WAY LINE
---	TRANSMISSION CENTERLINE



MAP KEY



ATC TRANSMISSION LINE EASEMENT

CITY OF GREEN BAY, BROWN COUNTY

NOTE - BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, US FEET, GRID DISTANCE. THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHTS-OF-WAY HEREIN GRANTED.



COLEMAN ENGINEERING COMPANY

IRON MOUNTAIN • IRONWOOD • GREEN BAY
www.coleman-engineering.com



EXHIBIT A

Page 1 of 5 | DATE: 10/19/23

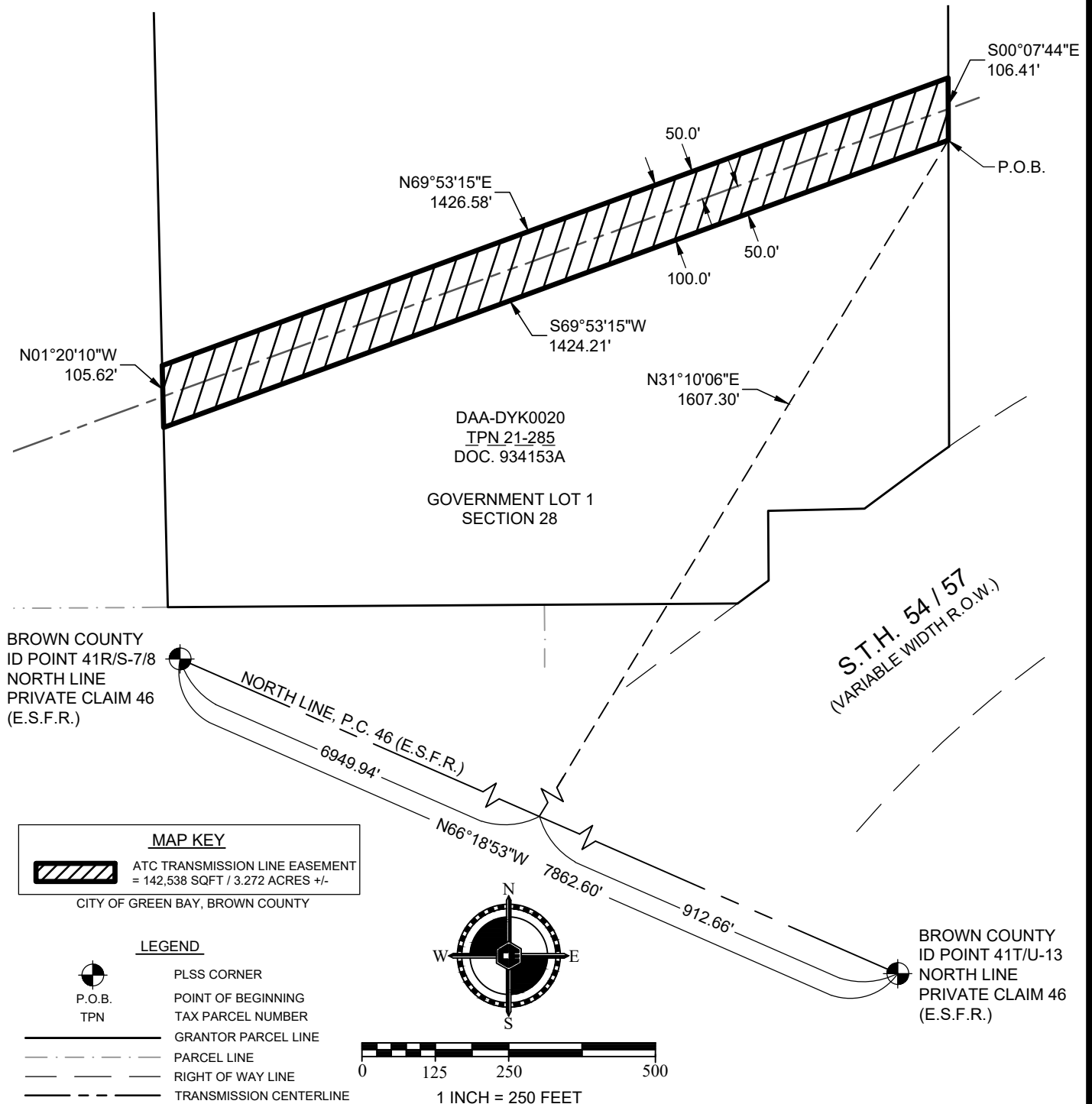
SKETCH SCALE: 1" = 800'

Job # 210604-B-2

EASEMENT DESCRIPTION MAP (EXHIBIT A)

ATC ID: DAA-DYK0020

PARCEL NO. 21-285



NOTE - BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, US FEET, GRID DISTANCE. THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHTS-OF-WAY HEREIN GRANTED.



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EXHIBIT A

Page 2 of 5 | DATE: 10/19/23

SKETCH SCALE: 1" = 250'

Job # 210604-B-2

EASEMENT DESCRIPTION MAP (EXHIBIT A)

ATC ID: DAA-DYK0020

PARCEL NO. 21-285

EASEMENT DESCRIPTION MAP (EXHIBIT A)

A variable width easement which crosses the grantor's premises, being part of the parcel described in the Brown County Register of Deeds, recorded as Document Number 934153A, located in Government Lot 1 of Section 28, Township 24 North, Range 21 East, City of Green Bay, Brown County, Wisconsin described as:

Commencing at the Brown County ID Point 41T/U-13 on the North line of Private Claim 46 (E.S.F.R.); thence N66°18'53"W along the North line of said Private Claim 46 (E.S.F.R.), a distance of 912.66 feet; thence N31°10'06"E, a distance of 1607.30 feet to a point on the East property line of the Grantor parcel, and the POINT OF BEGINNING (P.O.B.).

Thence S69°53'15"W, a distance of 1424.21 feet to a point on the West property line of the Grantor parcel; thence N01°20'10"W along the West property line of the Grantor parcel, a distance of 105.62 feet; thence N69°53'15"E, a distance of 1426.58 feet to a point on the East property line of the Grantor parcel; thence S00°07'44"E along the East property line of the Grantor parcel, a distance of 106.41 feet to the POINT OF BEGINNING (P.O.B.).

The above described easement contains 142,538 sqft / 3.272 acres more or less, and is subject to restrictions, rights-of-way and easements of record.

BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, US FEET, GRID DISTANCE



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EXHIBIT A

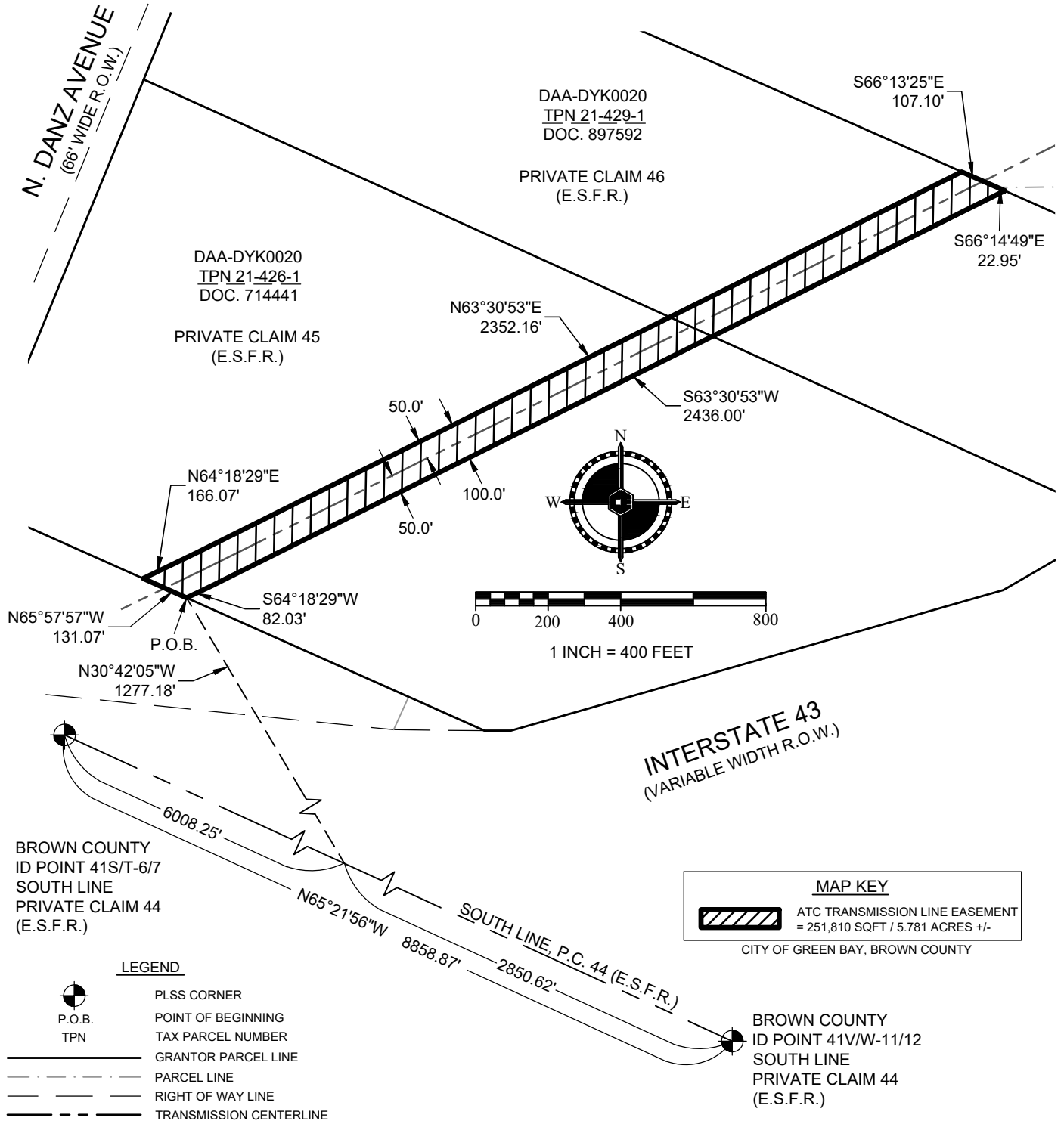
Page 3 of 5 | DATE: 10/19/23

SKETCH SCALE: N/A

Job # 210604-B-2

EASEMENT DESCRIPTION MAP (EXHIBIT A)

ATC ID: DAA-DYK0020
PARCEL NO'S. 21-426-1 & 21-429-1



NOTE - BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, US FEET, GRID DISTANCE. THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHTS-OF-WAY HEREIN GRANTED.



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EXHIBIT A

Page 4 of 5 | DATE: 10/19/23

SKETCH SCALE: 1" = 400'

Job # 210604-B-2

EASEMENT DESCRIPTION MAP (EXHIBIT A)

ATC ID: DAA-DYK0020
PARCEL NO'S. 21-426-1 & 21-429-1

EASEMENT DESCRIPTION MAP (EXHIBIT A)

A variable width easement which crosses the grantor's premises, being part of the parcels described in the Brown County Register of Deeds, recorded as Document Numbers 714441 and 897592, located in Private Claim's 45 and 46, East Side of the Fox River (E.S.F.R.), City of Green Bay, Brown County, Wisconsin described as:

Commencing at the Brown County ID Point 41V/W-11/12 on the South line of said Private Claim 44 (E.S.F.R.); thence N65°21'56"W along the South line of said Private Claim 44 (E.S.F.R.), a distance of 2850.62 feet; thence N30°42'05"W, a distance of 1277.18 feet to a point on the South property line of the Grantor parcel, and the POINT OF BEGINNING (P.O.B.).

Thence N65°57'57"W along the South property line of the Grantor parcel, a distance of 131.07 feet; thence N64°18'29"E, a distance of 166.07 feet; thence N63°30'53"E, a distance of 2352.16 feet to a point on the North property line of the Grantor parcel; thence S66°13'25"E along the North property line of the Grantor parcel, a distance of 107.10 feet; thence S66°14'49"E along the North property line of the Grantor parcel, a distance of 22.95 feet; thence S63°30'53"W, a distance of 2436.00 feet; thence S64°18'29"W, a distance of 82.03 feet to the POINT OF BEGINNING (P.O.B.).

The above described easement contains 251,812 sqft / 5.781 acres more or less, and is subject to restrictions, rights-of-way and easements of record.

BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, US FEET, GRID DISTANCE



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EXHIBIT A

Page 5 of 5 | DATE: 10/12/23

SKETCH SCALE: N/A

Job # 210604-B-2



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # Q.6

To approve the proposed Prairie Habitat Restoration project at He-Nis-Ra Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. He-Nis-Ra Map 3
2. He-Nis-Ra Restoration Project

He-Nis-Ra Park – Proposed Habitat Restoration Project

Introduction

He-Nis-Ra Park, spanning a total of 89 acres¹, was officially named in December of 1965 by the Board of Park Commissioners after a recommendation to turn the area into a park was adopted. This was later approved by the Improvement and Service Committee and City Council. The area was turned over to the Park Department in 1967.² He-Nis-Ra Park contains an open area, known as “the bowl,” and surrounded by a thick wooded environment. The bowl is around 5.6 acres in the center of the park with access from South Point Road. The bowl is the former site of the southwest yard waste site and is a popular walking loop for residents. The area is a perfect spot to view local wildlife and immerse yourself in a natural setting. The trails in the wooded areas also are perfect for hiking and in the wintertime are a hotspot for winter biking, skiing, and snowshoeing.

In recent years, the bowl has lost its biological diversity and become overrun with invasive plant species. **The project intends to restore the bowl to a native prairie setting to promote the biological diversity of plants and animals.** These restoration efforts will improve the value of the habitat and provide a more enjoyable experience for visitors to the park. There will be an improved opportunity to view undisturbed wildlife in a more visually-appealing setting. The project will focus on the following species and the habitats they require:

Flora and Fauna of Concern:

The area has recently been identified as right on the fringe of a high-potential zone for rusty patched bumblebees (*Bombus affinis*), as it buffers areas with confirmed occurrences. In hopes of helping to re-introduce them into the area and increase their population, we'll be running surveys and planting native flowering species known for supporting them in already existing habitats in the Midwest. The contiguous forested corridor adjacent to the area reinforces the park's potential to support rusty patched bumblebees, as the bees rely on these cover types for overwintering, nesting, and early spring foraging. These habitat improvements will also remove invasive species and create a more sustainable environment for species currently living in the park. Rusty patched bumblebees have been confirmed present in Brown County, and with their declining population it would make sense to create a pollinator corridor to aid in their re-population of the city. The pollination services provided by native insects, especially bees, are estimated to be at \$3 billion per year in the United States. In Wisconsin, commercially grown pollinator-dependent crops create over \$55 million in annual production, so we're quite dependent on native pollinators to run our agricultural industry and feed our present population. In our conservation efforts we will be observing their presence and planting native flowering species to support them³, as being able to confirm a population is present and then provide a habitat and sustainable foraging source is key to conserving them.

¹ <https://greenbaywi.gov/DocumentCenter/View/1280/Parks-and-Recreation-PDF>

²

<https://parchive.pivotrock.net/henisra/history.html#:~:text=He%2DNis%2DRa%20Park&text=The%20Board%20of%20Park%20Commissioners,the%20Park%20Department%20in%201967.>

³ <https://dnr.wisconsin.gov/sites/default/files/topic/EndangeredResources/bullyforbees.pdf>

Although now a species of low conservation concern, the eastern bluebird population in North America once fell significantly in the early 20th century. This was due to the introduction of invasive species like house sparrows, European starlings, and rapid habitat loss. In an effort to promote public awareness about the conservation of bluebirds and their significance in our local ecosystem, we will be putting up four nest boxes, feeding perches and educational signage detailing important facts about the species around the park.

Red-headed woodpeckers are considered near threatened and are currently listed as a Watch List Species for the U.S and Canada, due to steep population declines. Loss of open woodland habitat from fire suppression, forest succession and species introduction into existing habitats have all caused a cumulative decline of more than 60% between 1970 and 2014.⁴ We are going to strictly manage snags, dead branches, and the understory of the wooded area surrounding the bowl for foraging. We will also consider installing artificial snags for nesting, if needed.

Background

Historically, the bowl was a wooded marshland (Picture A). The area was cleared to create the southwest yard waste site (Picture B). Around 2005 the yard waste site was closed, with the area being graded and seeded to create an open-park setting with the walking loop. In recent years, the bowl has lost its biological diversity and become overrun with highly invasive species (Picture C). Species we've confirmed present at the site include; phragmites (*Phragmites australis* subsp. *australis*), Japanese barberry (*Berberis thunbergii*), reed canary grass (*Phalaris arundinacea*), yellow toadflax (*Linaria vulgaris*), and garlic mustard (*Alliaria petiolata*). Invasives like these can alter the food web in an ecosystem by outcompeting native species, as well as permanently altering the abundance of certain species and biodiversity in the area. There are some native species we observed as well, though few and far between, including boxelder maples (*Acer negundo*), staghorn sumac (*Rhus typhina*), ragweed (*Ambrosia*), Canada goldenrod (*Solidago canadensis*) and wild mint (*Mentha arvensis*)

Through site assessments, we have determined that the soil of this open area would support a native prairie or meadow setting once commonly found throughout pre-settlement Wisconsin. The project would reflect others throughout the city, including the oak savannah at the Mackenzie stormwater pond on the East side. This project will promote community partnership through collaboration with residents and partners who have a vested interest in the park.

⁴ <https://www.audubon.org/news/the-red-headed-woodpecker-doesnt-make-sense#:~:text=On%20a%20local%20level%2C%20population,percent%20between%201970%20and%202014.>



Picture A (1960)



Picture B (1978)



Picture C (2020)

Implementation

We intend to clear the bowl and surrounding area of invasives through the usage of mowing, tilling, and targeted herbicide treatments if necessary. Afterward, we're looking to re-create a native meadow setting, so we'll seed in native prairie and meadow species commonly found in similar pre-existing habitats in Wisconsin. In order to provide an educational experience for the public and encourage a deeper appreciation and respect for the park, we would like to install informational signs around the bowl area explaining present species and how to properly respect their habitat. We are looking to collaborate with several local civic groups to implement the project, including the Green Bay Conservation Corps, Green Bay Botanical Gardens, The King of Arms Neighborhood Association, Lombardi Middle School, and Bird City WI.

Our projected timeline currently shows us beginning implementation in May of this year, where we will be doing the first wave of clearing invasives from the bowl. Through the summer we will continue to inspect for the presence of undesirable invasives and perform control measures as needed. If left unchecked these plant species could become future issues as competition for our introduced meadow species.

With most of the species we're planting being flowering forbs, we are looking into partnerships with UWGB and GBBG to assess and make the site a pollinator corridor area. Plant species we are planning to restore after clearing the bowl will include but are not limited to: compass plants (*Silphium laciniatum*), prairie milkweed (*Asclepias sullivantii*), prairie bush-clover (*Lespedeza leptostachya*), and small-flowered false foxglove (*Agalinis paupercula*), as well as scattered swamp white and bur oak.⁵ By implementing the project, we will be supporting native species of plants within the park and promote bird populations in

⁵ <https://www.fws.gov/sites/default/files/documents/PlantListRPBBJune2017.pdf>

and surrounding the park. Restoring habitat that supports insect populations will promote the establishment of plant communities and provide a food source for birds.

For invasive species control, we will implement goat and sheep grazing to eradicate the invasives in the bowl. Using grazing techniques for reducing weeds and invasives is a progressive alternative to using herbicides or mechanical means that can disturb the soil. Grazing on this project would be an ideal location to promote this method to the public. Neighbors and the schools located around the park can see first hand how this method works and gain understanding of the benefits of grazing over chemical and mechanical methods. Invasive species can be difficult to control, a variety of methods and repeat applications may be necessary to keep good control and promote desired species. After 2 grazings the area will be evaluated for the need of a third grazing or if selective spot treatments of herbicides may be warranted.

The first grazing will be in late May of this year, and will last 2-3 weeks, extending time as needed. The second grazing will be in September, as a means of pre-winter control. This will dwindle their abundance and take away energy necessary for surviving the winter months. Due to the existing vegetation, a combination of sheep and goats will be used. Sheep prefer grasses while goats will consume woodier vegetation types.

We plan to graze 15-20' perimeter of woods to provide shade for animals and to control invasive growth on edge. To ensure the safety of the goats, as they'll be onsite 24/7, electrified fencing and collars will be used to contain goats, and discourage animals and dog walkers from frightening or harming them. Dogs are the biggest threat to the goats, so dog walkers will be required to use a leash at all times in the park, and will be asked to avoid walking around where the livestock are at the time. The goats will also be moved around the bowl in sections to provide for better consumption of all vegetation.

Locations for two clusters of bluebird nest boxes will be identified and installed. Two nest boxes will be placed within ten feet of one another, each pair of boxes will be about 100 yards apart. Artificial perches in the interior of the open area could be installed to help with feeding. In the fall of this year we will till the soil, seed in our native meadow species, and plant oak trees.

Our projected timeline predicts that we'll be finishing the project and opening the final product to the public in the fall of 2025, the 60th anniversary of the park!

Field Work

Spring 2024:

- Assess the presence and abundance of bluebirds and red-headed woodpeckers in the bowl and surrounding area. We will do this using pre-recorded bird calls.
- Set up bluebird boxes in bowl area
- Site assessment for the presence of dead snags and cavities
- Identify invasive plant species in the bowl
- First goat grazing 2-3 weeks (last week of May, when vegetation is at 6-8" height)

Summer 2024:

- Assessment of the plant composition of the bowl. We'll be considering both invasive and native species
- Assess the success of our bluebird boxes and clean them out
- Survey the presence of red-headed woodpeckers in the bowl and surrounding wooded area using pre-recorded bird calls
- Controlled mowing and goats deployed to cut back on invasives
- Observe presence and abundance of rusty patched bumblebees⁶

Fall 2024:

- Conduct a pre-planting assessment of the bowl, observing both the presence of invasives after the use of control measures and the soil quality.
- Goats deployed for pre-winter control of invasives (September) Seeding the day before the graze starts will allow goats to stomp the seeds into the ground
- Seed in native prairie species
- Fall graze and seeding event could be called Seed Stomp '24

Spring 2025:

- Survey the presence and abundance of bluebirds and red-headed woodpeckers
- Site assessment for used dead snags and cavities
- Identify and cut down invasives re-sprouting in the bowl
- Deployment of goats + usage of controlled mowing, if necessary (late May)
- Assessment of the germination success of prairie seeds from our fall planting
- Tree planting + potential arbor day planting with Lombardi Middle School
- Observe presence and abundance of rusty patched bumblebees
- Observe presence of monarch butterflies and success of milkweed planting
- Interseeding (can continue into summer and fall if needed)

Seeding information

- US Fish and Wildlife Service (USFWS) and Green Bay Conservation Corps (GBCC) will provide prairie plants/seed to be used on site.
- Goat grazing will open the soil surface to allow for good seed/soil contact. Grazers also help press the seed into the soil as they move about and provide natural fertilizer to the site.
- Sod thickness maybe a concern - we will evaluate this after grazing to see if mechanical tilling is necessary.
- GBCC, Lombardi MS students, or Green Bay high school FFA members could be included in the seeding efforts
- Vegetation reduction will be needed in the third year. Typically, this is achieved with fire, but grazing could also be considered if fire is not allowed on the site

Aftercare Maintenance⁷

First Year Management:

- Control invasives by regular mowing to a height of 4 to 6 inches and goats as needed
- Do not allow invasive to flower or seed out

⁶ https://www.fws.gov/sites/default/files/documents/Survey_Protocols_RPBB_12April2019.pdf

⁷ <https://extension.umn.edu/planting-and-growing-guides/planting-and-maintaining-prairie-garden#care-after-planting--1644215>

- Do not pull invasives out by hand - This could disturb new prairie plants and spread seeds
- At the beginning of the second season, evaluate the number and abundance of invasives present. If necessary, mow and use goats to keep the field at a height of 4 to 6 inches

Long-term maintenance:

- After the prairie has been established for 2-3 years, the use of controlled burning could be used (Would have to be done in April or early May)
- Mow / use goats once a year after prairie seeds have fallen in early spring
- Remove clippings of invasives to expose crowns of new prairie seedlings

Funding

The popularity of this project has been demonstrated by partnerships and the willingness to provide material and or services at no or reduced costs. Labor costs will be covered through in house city staff, GBCC members or volunteer time.

- Glorious Goat Ranch has agreed to offer their services at a reduced rate.
- FWS, GBCC and Green Bay Botanical Gardens are contributing seed and plant material.
- A private party has built and provided the bluebird nest boxes.
- Oak trees will be supplied by Green Bay Forestry.
- Estimated project costs both in-kind and actual monetary are yet to be determined but all expenses except for educational signage have been accounted for and projected to be ~\$25,000.00.

Public Education

A major component of this project is to provide a learning lab environment for students and the public to come observe, learn and appreciate the benefits of habitat restoration. We plan to install educational signage that will explain the process and end result long after the project is completed. We also plan to get local elementary, middle and high school classes involved through Arbor Day tree plantings and other facets of the project. These hands-on opportunities for learning can create long lasting memories that will carry through students' lives and experiences. We hope to also use the project for teaching the public about proper tree care, improvement of the park, and the importance of wildlife and diverse habitat can have in our daily lives.

Public Relations

- All parties have contacts with the media - all groups will work together to get great exposure for the project.
- All parties are excited for the opportunity to work together and learn more from each other and how these methods can be used in the future
- Hoping to include students from Lombardi MS, SW high and West high
- Working with the NHAs in the area will help with support, create awareness and be a great civic outreach. "Party goats" could be provided for up close/petting opportunities with locals

- GBCC could help with publicizing the events, provide workshops and maybe design merch to be sold for proceeds to offset costs
- GGR is willing to reduce commercial costs (\$1,500.00 /acre/graze)
- We will reach out to local tv channels for PR opportunities. This will help to educate the public on what we are doing and how to be respectful of our efforts around the park
- There may be a need to have GB animal control onsite initially to help with education efforts to keep dogs on a leash or use alternate trails if dogs become aggressive towards goats and sheep.
- Some trail entrances may need to be closed for a day or two at a time, signage and trail reroutes can be setup for the public
- A live stream camera setup was brought up for folks who may not be able to get out and watch the livestock. This could also be useful in deterring vandalism or harassment of the sheep and goats
- USFWS may have funding available for educational signage
- Additional funding options need to be pursued to help cover grazing costs and signage
- Another potential partner could be UWGB Ornithology club to conduct bird surveys



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # Q.7

To approve the Wildlife Sanctuary Service Animal Policy and Procedure document.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. WLS Service Animal Policy & Procedure 2024-Final-Draft



CITY OF GREEN BAY PARKS POLICY

Policy Title Wildlife Sanctuary Service Animal Policy and Procedure	Last Revised 4/26/2024
Policy Source Parks, Recreation & Forestry Dept.	Legal Review Date 4/25/2024
Parks Committee Approval	City Council Approval

PURPOSE:

The City of Green Bay's Bay Beach Wildlife Sanctuary welcomes patrons of all abilities. WLS staff seeks to provide reasonable, comfortable, and safe accommodation for service animals and personal assistance to their owners who visit sanctuary grounds.

- BBWLS understands that service animals may be well trained, however their presence can present several different potential hazards to some of the captive and wild animals on-site. Prey species can react suddenly and explosively to the presence of a perceived threat which can result in serious injury and stress. Predator species can become agitated or excited by the presence of an unfamiliar service animal and may inflict injury on itself and/or its cage mates.

Due to the operational nature of the wildlife sanctuary, WLS staff must safeguard the health, mental stresses, and over-all well-being of the Sanctuary's on-site captive animals, and the wildlife that call the sanctuary home, while respecting the needs and feelings of our patrons that utilize service animals.

POLICY:

All service animals are prohibited from accessing any area of the Bay Beach Wildlife Sanctuary without staff authorization.

- This includes the Nature Center, Observation Building, Woodland Building, parking lots and all sanctuary trails. Although service animals may be well trained, they can present potential hazards to WLS captive animals as well as park wildlife.

POLICY DETAILS:

Members of the public who utilize trained service animals that want to visit the facilities, either by themselves with their service animal, or with their service animal and families, may contact

our Nature Center Office at (920) 391-3671 to schedule a time for staff to accompany these patron(s) and their service animal during their visit. In some instances, staff may provide the patron with a map and/or give detailed areas where they may be allowed to safely enter with these animals. This allows for the full staff to coordinate and ensure the safety of the animals and public, while welcoming guests of all abilities. Service Animals may still be observed by staff at a distance to ensure safe park operation(s).

- Times are flexible and WLS staff is happy to assist these patrons as their schedule allows. Non-scheduled (drop ins) visits may NOT be able to be accommodated, and it is recommended to schedule ahead of time.
- **NOTE:** Per the ADA: Companion and emotional support animals (ESA's) are **NOT** considered service animals. For the safety of all on-site captive animals, as well as the native wildlife throughout the grounds, **Companion and Emotional Support Animals are NOT allowed on Bay Beach Wildlife Sanctuary grounds.**

NOTES ON: Service Animal(s) – applies to trained service animals during approved visit:

- The Sanctuary "Service Animal" Policy applies to all animals (pets) - not just the utilization of canine(s). All pets, regardless of species, are prohibited from any area of the sanctuary.
- Companion and Emotional Support Animals are **NOT** Service Animals (per ADA)
- Approved Service Animals that display any signs of aggression or predatory behavior towards any WLS staff, visitors, or animals (both captive and wild) will be asked to leave the park.
- A Service Animal that presents any clinical signs of illness or disease will be restricted from the premises. Conditions include (but are not limited to): any coughing or respiratory issues, any eye or nasal discharge, and vomiting or signs of diarrhea. WLS staff has the discretion to make this call for any service animal onsite.
- Service Animals may not come into direct contact with **ANY** captive or wild animal onsite. Service animals must be leashed at all times and may not enter areas where direct contact is likely. This is to guard both the service animal and sanctuary animals against any potential disease or parasite transmission or injury.

For any questions on this policy please reach out to:

Park Superintendent - Steve Lakatos – Steve.Lakatos@greenbaywi.gov – 920.391.3675
(FOR QUESTIONS ON POLICY ONLY, NOT TO SCHEDULE A VISIT.)

Please visit www.ADA.gov for more information on Service Animals versus Emotional Support Animals:

SERVICE ANIMAL – ADA Definition: SERVICE ANIMALS ARE DEFINED AS DOGS THAT ARE INDIVIDUALLY TRAINED TO DO WORK OR PERFORM TASKS FOR PEOPLE WITH DISABILITIES.

- Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. Service animals are working animals, not pets.

The work or task a dog has been trained to provide must be directly related to the person's disability.

- **Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA.**

EMOTIONAL SUPPORT & COMFORT ANIMALS – ADA Definition: ESA & CA ARE TERMS USED TO DESCRIBE ANIMALS THAT PROVIDE COMFORT JUST BY BEING WITH A PERSON.

- Because they have not been trained to perform a specific job or task, they do not qualify as service animals under the ADA.

PROCEDURE/PROTOCOL for WLS Staff – (updated 1/22/24):

The following is the recommended procedure (as of Jan. 2024) for WLS Staff members to follow if an individual enters the park with any animal, or they encounter an individual within park boundaries already with an animal whether in a building, on trails, near an exhibit and in the parking lots, including inside of vehicles.

- When observed, WLS staff will radio all available Admin (on Operations channel) and let them know of the situation and location where animal was seen/located. An Admin staff member will greet the individual and provide the patron in question with a copy of the WLS Service Animal Policy and Procedures. Admin staff will explain the policy to the individual as needed.
- Individual will be asked to visit or contact the Nature Center office and see if an Admin is available to accompany them on their visit. Admin staff may NOT be available on demand and the patron is asked to schedule something with our staff so we can accommodate their visit. Depending on the request, trained staff may accompany/follow the service animal for the duration of the visit. Areas of concern and potential areas to avoid will be identified and shared with the service animal handler on a case-by-case basis.
- WLS Staff will do all they can to provide these services but will also consider individual risks to specific animals based on current season(s) and/or natural history. Examples potentially include whether the animal has young, if it's migration, mating, or nesting season. Certain areas of WLS will **NOT** be accessible to individuals with service animals. This is up to the discretion of the Curator of Animals and Park Superintendent.
- When an approved visit is taking place, all staff will be notified and instructed to be observant of the animals in their areas of care for any negative impacts their presence may cause. Staff will immediately notify the supervisor of any necessary observations.
- If an individual refuses to head to the Nature Center to coordinate and/or call ahead to schedule or refuses to leave the grounds – do not engage and inform a park admin.
- **Keep yourself safe!** If the situation warrants it, or escalates, Police should be called immediately and WLS staff will attempt to keep subject in our sight and do what we can to safely assist the PD.

The team at WLS is committed to sharing the joys of nature with everyone and will do everything within our means to accommodate all people who would like to visit our park. Alternative times/plans and/or assistance may be provided to those individuals who utilize a Service Animal, however if the individual is unwilling to accept the offered reasonable alternative plan(s), the individual will not be able to visit WLS with the Service Animal.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # Q.8

To approve the purchase of (2) Polaris Ranger 570 UTV's from Polaris Sales Inc., for a total cost of \$27,175.30.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. QUO-56358-C8Q2S5



Polaris Sales Inc., Medina, MN 55340
gov.info@polaris.com
Phone: 866-468-7783 Fax: 763-847-8288
www.polaris.com/gov

QUOTE

Contact Information

Name: TROY VAN HANDEL
Email: Troy.VanHandel@greenbaywi.gov
Phone: 9204483049
Fax:

Bill To: City of Green Bay
101 N Jefferson St

Green Bay, WI 54301

Ship To: City of Green Bay
101 N Jefferson St

Green Bay, WI 54301

Quote Number: QUO-56358-C8Q2S5
Revision #: 0
Date: 4/3/2024 8:10 AM
Quote Expires: 5/3/2024

Contract Name: Polaris Direct
Contract #:
Expiration Date:

Cage: 3FP69
Duns#: 123399383
Tax ID#: 41-1921490
Customer#:

Freight	Delivery Terms	Payment Terms	Payment Methods
FOB Destination-CONUS US Continental (CONUS) Only	180 Days	Net 30	Visa Mastercard Wire Check

Item #	QTY	Description	MSRP	Discount Price	Extended
R24CCA57A1	2	RANGER 570 Full-Size Sport - Sagebrush Green - 49 State	\$12,499.00	\$12,618.75	\$25,237.50
2879489	2	570 Full-Size Hard Coat Poly Windshield	\$549.99	\$471.02	\$942.04
2877946	2	570 Full-Size 3-Seat Poly Roof (does not work with Canvas Doors)	\$449.99	\$385.38	\$770.76

Comments:

Vehicle model year and color are subject to change dependent upon delivery date.

SUBTOTAL	\$26,950.30
INSTALL*	\$225.00
FREIGHT	\$0.00
TAX	\$0.00
TOTAL	\$27,175.30

Acceptance and Payment Information



Polaris Sales Inc., Medina, MN 55340
gov.info@polaris.com
Phone: 866-468-7783 Fax: 763-847-8288
www.polaris.com/gov

QUOTE

To accept the above quotation, please provide a purchase order via email (gov.info@polaris.com) and include the following:

- Bill to Address
- Billing Phone Number
- Ship to Address
- Point of Contact for Delivery
- Point of Contact E-Mail
- Point of Contact Phone
- Quote Number
- Alternate Point of Contact (Required)

If you would like to submit payment via credit card, please call (866) 468-7783 to process payment during our hours of operation from 8:30 AM to 4:30 PM CST Monday through Friday. We accept Visa, Mastercard & American Express.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # Q.9

To approve the purchase of 1 Polaris Ranger XP 1000 with track system from Polaris Sales Inc., for a total cost of \$32,674.08.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. QUO-56728-L8Q3K7



Polaris Sales Inc., Medina, MN 55340
gov.info@polaris.com
Phone: 866-468-7783 Fax: 763-847-8288
www.polaris.com/gov

QUOTE

Contact Information

Name: Troy Van Handel
Email: troy.vanhandel@greenbaywi.gov
Phone: 9205408332
Fax:

Bill To: City of Green Bay
100 N Jefferson St

Green Bay, WI 54301

Ship To: City of Green Bay
100 N Jefferson St

Green Bay, WI 54301

Quote Number: QUO-56728-L8Q3K7
Revision #: 0
Date: 4/12/2024 3:40 PM
Quote Expires: 5/12/2024

Contract Name: Polaris Direct
Contract #:
Expiration Date:

Cage: 3FP69
Duns#: 123399383
Tax ID#: 41-1921490
Customer#:

Freight	Delivery Terms	Payment Terms	Payment Methods
FOB Destination-CONUS US Continental (CONUS) Only	180 Days	Net 30	Visa Mastercard Wire Check

Item #	QTY	Description	MSRP	Discount Price	Extended
R25RRU99AL	1	RANGER XP 1000 Northstar Edition Premium - Onyx Black - 49 State	\$27,999.00	\$26,517.99	\$26,517.99
2889425	1	Full-Size Prospector Track Mount Kit	\$569.99	\$488.15	\$488.15
2890034	1	Full-Size Prospector Pro 2.0 Track System	\$5,829.99	\$4,992.94	\$4,992.94

Comments: Ship RANGER on stock tires with tracks preset and ready for immediate use

Vehicle model year and color are subject to change dependent upon delivery date.

SUBTOTAL	\$31,999.08
INSTALL*	\$675.00
FREIGHT	\$0.00
TAX	\$0.00
TOTAL	\$32,674.08

Acceptance and Payment Information



Polaris Sales Inc., Medina, MN 55340
gov.info@polaris.com
Phone: 866-468-7783 Fax: 763-847-8288
www.polaris.com/gov

QUOTE

To accept the above quotation, please provide a purchase order via email (gov.info@polaris.com) and include the following:

- Bill to Address
- Billing Phone Number
- Ship to Address
- Point of Contact for Delivery
- Point of Contact E-Mail
- Point of Contact Phone
- Quote Number
- Alternate Point of Contact (Required)

If you would like to submit payment via credit card, please call (866) 468-7783 to process payment during our hours of operation from 8:30 AM to 4:30 PM CST Monday through Friday. We accept Visa, Mastercard & American Express.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # Q.10

To approve the purchase of a 180' x 88' ProWall-Ice Rink System for Colburn Park from Sport Resource Group for a total cost of \$63,780.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. SRG ProWall ICE Quote - City of Green Bay (WI) vers 2.0
2. No Substitution Approval Form - Ice Rink System I Signed
3. ProWall 180 ft x 88 ft Drawing Green Bay (WI) Vers 1.0
4. SRG ProWall Sole Source Letter



Your Resource For Sports

February 16, 2024

QUOTATION

Andy Krzewina
City: Green Bay
State: Wisconsin
Phone: 920-448-3376
Email: Andy.krzewina@greenbaywi.gov

Dear Andy,

Thank you for your interest in Sport Resource Group and for the opportunity to submit a quote for your **ProWall-ICE® Rink System**. The rink is proposed to be **one stand-alone rink**, measuring 180'-0" x 88'-0" (inside playing dimensions) with 20 ft Rounded Radius Corners. This project is to be an **outdoor rink** with **PORTABLE anchoring** and will be used for outdoor ice hockey and more.

PROWALL PRODUCT

- All panels are 42" high and 8" wide. (Due to minimal expansion and contraction of medium density polyethylene, all sizes are approximate) + 1/2" "kickplate".
- All panels are rotationally molded of UV stabilized polyethylene – **Natural Color unless specified below**
- All panels are securely joined with our patented "No Tool" assembly

ITEM 1 – PROWALL ICE @ 180'-0" x 88'-0" – 20' ROUNDED RADIUS CORNER: RINK MATERIALS INCLUDE:

- 35 each 8' Straight Panels
- 35 each 2' Portable Bracing Panels
- 16 each 20' Radius Corner Panels (4 per corner)
- 2 each 8' Door Panels (Door panels include a 36" door and 8" stepover) – free/no charge
- 1 Male and 1 Female Term Panel (+\$200)
- (10' opening for equipment to enter and exit the rink)

STAND-ALONE SYSTEM TO SUPPLY ONLY	\$ 63,320.00 US FUNDS
LESS REFERRAL BONUS	-\$ (4,208.00 US FUNDS)
FREIGHT	\$ 1,500.00 US FUNDS
TOTAL	\$ 60,612.00 US FUNDS

_____ Accept _____ Decline

ITEM 2 - UPPER CONTAINMENT NETTING (GOAL SIDES ONLY)

- 88 feet on each end
- Total of 176 linear feet
- Posts (steel or pvc posts TBD), netting clips, screws, netting, and all other required hardware to install the netting above the ProWall panels.
- Netting is 6.5' high (with ProWall that will create a total of 10' total containment)

_____ Accept _____ Decline \$ 3,168.00 US FUNDS



Your Resource For Sports

Notes:

- Price above is supply only; installation NOT included
- All concrete or asphalt work to be done by others (if applicable)

ITEMS NOT INCLUDED IN BASE BID

- Goal frames for any sports (unless option accepted above)
- Unloading of truck
- Permit fees (if applicable)
- All taxes
- Installation or supervision of installation

FOB: Minneapolis, MN

Lead time 6-8 weeks + shipping

Delivery: desired delivery date _____

Payment Terms: _____ 50% Down Payment; 50% Prior To Shipping

_____ Full prepayment; deduct 2.0% from total

Shipping Address: _____

Company/Organization Name: _____

Sincerely,

Branden Carlson

Branden Carlson
Project Manager
Sport Resource Group

Agreed to and Accepted:

Sign Name

Print Name

City of Green Bay, Wisconsin
REQUEST FOR APPROVAL OF "NO SUBSTITUTE" PURCHASE SPECIFICATION

TO : Purchasing Division/Administrative Services

DATE: 04/26/24

FROM: Department/Division Parks, Recreation & Forestry Department

REQUISITION #

List "No Substitute" Item(s) here:

SRG ProWall - Rink System

Select One:

- ☒ 1) One Time Purchase Estimated Cost: \$ \$63,780
- ☐ 2) Annual Commodity purchase: Estimated annual cost: \$
- ☐ 3) Item may be purchased again: Indicate term: Estimated Annual Cost: \$
- Example: 1 year, indefinite, etc. Long term requests will be reevaluated periodically)

We request approval of a "NO SUBSTITUTE" specification for the purchase of the subject item(s)

Check appropriate justification(s). Provide DETAILED explanation(s) below.

- ☐ 1. Sole Source – The below signed has searched the market and verified that no comparable item is available.
- ☒ 2. Single Source – Although comparable items are available, THIS is the only brand/model that will work.
- ☐ 3. Item(s) is (are) only acceptable replacement part(s) known for _____ (Identify)
- ☐ 4. Continuity of design is overriding consideration (ex: playground equipment or street furniture)
- ☐ 5. Safety:
- ☐ 6. Other:

*Explanations shall contain sufficient information and justification for the items to be considered and approved as "NO SUBSTITUTE" items. Failure to do so will result in the request being denied and returned to the originator.

*Recommending Department Head will be available to defend said recommendation to the appropriate City Committee and/or Common Council.

PLEASE EXPLAIN YOUR REASONS FOR THIS REQUEST (additional info may be attached on a separate sheet):

The SRG PROWALL-Rink System is the only portable hockey board system that will achieve our need for a portable hockey board system at Colburn Park. The existing wooden permanent hockey boards at Colburn Park are in need of replacement. Replacing the existing wooden boards with the Prowall-System will allow that area of the park to be more functional in the non skating season. Giving more space for the growing number attendees during the baseball season for viewing the baseball games and not having wooden boards being a visual hindrance for attendees. The Prowall-System is also a easy system for our staff to setup before the winter season and take down in the spring. The system is also relatively maintenance free since the boards are made of polyethylene rather than wood which needs board replacement, painting, and leveling on a yearly replacement, resulting in helping save money over the life of the pro-wall system.

Approvals:

Requestor: _____

Date: _____

Department Head: Daniel Ditscheit

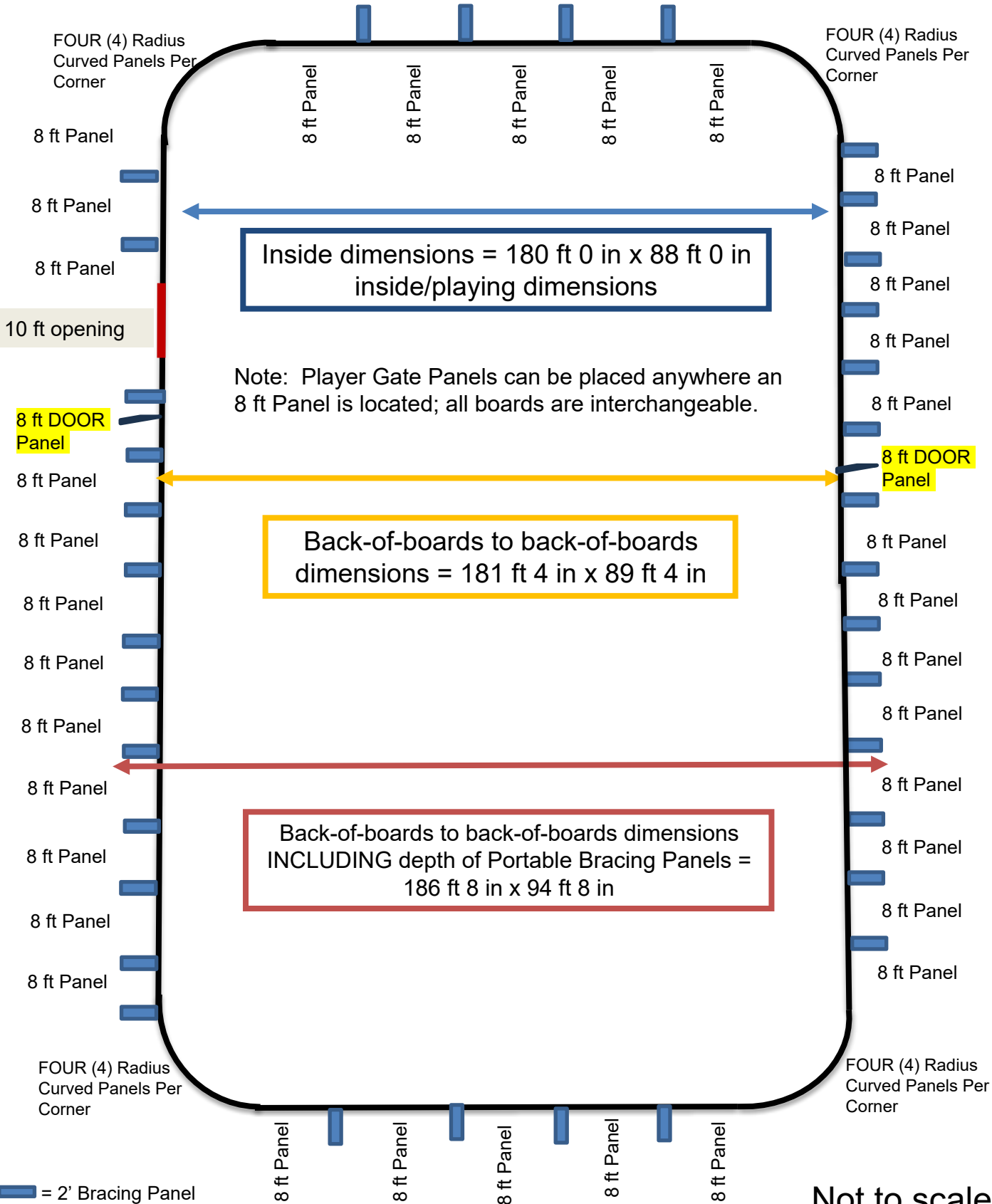
Date: 4/26/2024

Purchasing Manager: Thomas J. Walenski

Date: 04-26-2024

City of Green Bay ProWall-ICE (WI)

February 16, 2024



Not to scale



SportResourceGroup

Your Resource For Sports!

March 20, 2024

Thomas J. Walenski
Procurement Manager

City of Green Bay

Purchasing Department

Phone: 920.448.3048

Email: thomas.walenski@greenbaywi.gov

Dear Thomas,

Sport Resource Group is the sole producer and manufacturer of the **ProWall® Rink System**. ProWall, manufactured in Minneapolis, MN, is a patented rotationally-molded dasherboard system. U.S. Patent No. 7,849,653 B2 is attached.

The following features are unique only to ProWall, are the basis for its patent and are why Sport Resource Group is the sole source for this product:

- Unique, no-tool design – 2-5/8” male connecting mechanisms (two per panel – one upper and one lower) connect to adjacent panel’s female locks. Therefore, there are no connecting dowel to break or get lost
- Portable Bracing Panels (when necessary for installation) are molded as one piece for maximum stability
- Kissoffs – (where the front of the panel connects with the back) –
 - 50 total
 - Staggered for additional strength,
 - Size: rectangular and 3” x 3/8”
- 1½” x 8” “kickplate” bumped out creating large advertising space
- Three anchoring systems – portable, permanent (steel posts into ground) and semi-permanent (5/8” anchor bolts w/ anchor plates)
- Interlocking features on the back of each panel for storage and transport stacking
- Top channel to accommodate chainlink fencing, netting, or acrylic is 1-3/4” deep
- 2.5” x 5” customer insert available on top of straight panels
- 2’ panel allows for additional custom sizing
- 8” gate stepover/threshold
- Gates can accommodate upper containment netting or acrylic
- Left-swing and right-swing gates (can be switched by end user on site)

Should you have any further questions, please contact us at 612-584-3030.

Yours truly,

Chris Guertin

Chris Guertin

President/Owner

6885 Washington Ave. S; Edina, MN 55439
phone (612.584.3030) fax (612.395.5533) email (info@sportresourcegroup.com)



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # Q.I I

To approve the purchase of (2) Raypak Pool Heaters for the Resch Aquatic Center from PBBS Equipment Corp. for a total cost of \$59,790.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2024-15 Bid Summary
2. PBBS Equipment Corp Bid Document

CITY OF GREEN BAY BID SUMMARY
RFB# 2024-15 Pool Hearter Replacement Resch Center
ISSUED: 4/2/2024 DUE: 4/23/2024
CC: 65000, 93100, 98800

	VENDOR #1	
	PBBS Equipment Corp.	
DESCRIPTION	EA PRICE	TOTAL
Natural Gas Pool Heater(s)	\$ 29,895.00	\$ 59,790.00
2024 Raypak Model MVB-P-2004A		
Total Amount:	\$59,790.00	
Lead Time:	6-8 Weeks	



PROPOSAL



PBBS Equipment Corporation
2283 Sachs Court
Green Bay, WI 54313

P: 920-662-0300
pbbs.com

Quote Number:
22711

Date:
04/22/2024

Proposed By:
KEN VERHEYEN

Page: 1 of 3

Proposal To:
GREEN BAY CITY OF
100 N JEFFERSON ST
GREEN BAY WI 54303

Service Location:
GREEN BAY CITY OF
RESCH AQUATIC CENTER
1058 REED ST
GREEN BAY WI 54303

To the attention of: TROY VANHANDEL

Thank you for allowing PBBS Equipment Corporation the opportunity to provide you with the following quotation.

Pricing Valid For 30 Days. Lead Times Is Estimated (Subject To Change)
RFB #2024-15 POOL HEATER REPLACEMENT RESCH AQUATIC CENTER

Line	Equipment Id	Manufacturer	Model	Serial #
01	OTHER	OTHER	OTHER	OTHER

Pool Heater #1 Raypak MVB Model P-2004A. w/H-Bypass
* Natural Gas.
* Taco Pump Model 1636.
* Bronze Headers with Cupronickel Tubes.
* 3-Try Ignition Lockout.
* Inline Air Intake Filter - Premium.
* Low Gas Pressure Safety Switch - Manual Reset.
* High Gas Pressure Safety Switch - Manual Reset.

Line	Equipment Id	Manufacturer	Model	Serial #
02	OTHER	OTHER	OTHER	OTHER

Pool Heater #2 Raypak MVB Model P-2004A. w/H-Bypass
* Natural Gas.
* Taco Pump Model 1636.
* Bronze Headers with Cupronickel Tubes.
* 3-Try Ignition Lockout.
* Inline Air Intake Filter - Premium.
* Low Gas Pressure Safety Switch - Manual Reset.
* High Gas Pressure Safety Switch - Manual Reset.

Line	Equipment Id	Manufacturer	Model	Serial #
03	OTHER	OTHER	OTHER	OTHER

Factory Authorized Startup Pool Heater #1

Line	Equipment Id	Manufacturer	Model	Serial #
04	OTHER	OTHER	OTHER	OTHER

Factory Authorized Startup Pool Heater #2



PROPOSAL



PBBS Equipment Corporation
2283 Sachs Court
Green Bay, WI 54313

P: 920-662-0300
pbbs.com

Quote Number:

22711

Page: 2 of 3

Total Price (including all options) \$59,790.00

Payment Terms: NET 30 DAYS

FOB
FACTORY

Freight
INCLUDED

Shipped To
ADVISE

Unloaded
BY CUSTOMER

Approx Ship Weight
2000 LBS

Approx Shipment After Order Approval 6-8 WEEKS

Proposal Furnished By: _____
KEN VERHEYEN

The undersigned has read, understands, and accepts all of the above prices, specifications, and conditions set forth including the Terms and Conditions of Sale included herewith.

Customer Acceptance:

Date Accepted _____ 20 _____

PO#: _____

By _____

Title _____

Please return one signed and dated copy of this proposal, or your purchase order referencing this proposal number, to PBBS Equipment Corporation, in care of your PBBS Equipment Sales Rep

PBBS Equipment Corp. ("Company") offers to furnish the Equipment described herein for the purchase price noted, exclusive of all tax. This proposal is subject to withdrawal at any time without notice prior to its acceptance by the company at Menomonee Falls, WI. "No statements or understands related to the subject matter, other than those set forth herein, shall be binding on the Company. THE TERMS AND CONDITIONS OF SALE ARE PART OF THIS PROPOSAL.

PBBS EQUIPMENT CORP. (the "Company") agrees to sell the Equipment and/or Services described herein upon the following terms and conditions of sale which, accordingly, supersede any of Buyer's additional or inconsistent terms and conditions of purchase.

1. TERMS AND PRICES

(a) All orders are subject to the approval of the Company's home office. Unless otherwise stated, standard terms of payment are thirty (30) days net from the earlier of date of shipment or readiness of the Equipment for shipment. If partial shipments are made, payment shall become due and payable for the partial shipment.

(b) In addition to the purchase price, Buyer shall pay any excise, sales, privilege, use or any other taxes, Local, State or Federal, which the Company may be required to pay arising from the sale or delivery of the Equipment or the use thereof. Prepaid freight, if applicable, will be added to the purchase price and invoiced separately.

(c) Contract prices are subject to adjustment to the Company's prices in effect at time of shipment unless otherwise specified in a separate Price Adjustment Policy attached to the proposal or other contract document of the Company.

(d) If Buyer requests changes in the Equipment or delays progress of the manufacture or shipment of the Equipment, the contract price shall be adjusted to reflect increases in selling price caused thereby.

(e) **All invoices are due in full thirty (30) days from date of invoice.** A late charge of one and one-half (1.50%) percent per month, eighteen (18.0%) percent per annum, shall be added to any balance outstanding after due date. In the event of a past-due account, buyer shall be responsible for any costs of collection incurred by the company including, but not limited to, attorney fees, court costs, and service of process costs.

2. SHIPMENT

Shipment is F.O.B. Company's plant or place of manufacture, unless otherwise specified where risk of loss shall pass to Buyer upon delivery to transporting carrier.

3. DELIVERY

(a) The Company will endeavor to make shipment of orders as scheduled. However, all shipment dates are approximate only, and the Company reserves the right to readjust shipment schedules.

(b) Under no circumstances will the Company be responsible or incur any liability for costs or damages of any nature (whether general, consequential, as a penalty or liquidated damages or otherwise) arising out of or owing to (i) any delays in delivery or (ii) failure to make delivery at agreed or specified times due to circumstances beyond its reasonable control.

(c) If shipment is delayed or suspended by Buyer, Buyer shall pay (i) Company's invoice for the Equipment as per payment terms, (ii) Company's handling and storage charges then in effect, and (iii) demurrage charges if loaded on rail cars.

4. INDEMNIFICATION

The Buyer shall defend, indemnify and hold harmless the Company and its officers, directors, agents, consultants, employees, successors and assigns (the "Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, attributable to personal injury, bodily injury, including death, or damage to or destruction of real or personal property, including loss of the use thereof, provided, however, such claim, damage, loss or expense is caused in whole or in part by Buyer's breach of any provision of this Agreement, breach of contract, breach of warranty, or the negligent or willful acts or omissions of Buyer or Buyer's suppliers, manufacturers, or other persons or entities for whose acts Buyer may be liable. This Indemnification Agreement is binding on Buyer to the fullest extent permitted by law. This indemnification provision does not negate, abridge or reduce any other rights or obligations of the persons or entities described herein with respect to this indemnity. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Buyer under workers or workmen's compensation acts, disability benefit acts, or other employee benefit acts.

5. WARRANTY

Equipment manufactured by others and resold by the Company carries the original manufacturer's warranty only, and does not carry any additional warranty by the Company unless specifically stated in writing as hereinafter set forth. The Company hereby assigns to the Buyer any rights it may have under any warranty extended by a manufacturer or third party covering the equipment furnished pursuant to this Agreement. Buyer shall at all times follow the directions of the manufacturer for any warranty claim that Buyer may make.

(a) **LIMITED WARRANTY.** The Company warrants that the equipment sold by it shall be free from defects in material and workmanship for a period of twelve (12) months from the date of installation. The Company agrees, at its option, to repair or replace, F.O.B. Company's plant, any part or parts of the equipment, provided by Company, that are determined by the Company to be defective, in its sole discretion. Company will repair or replace at no charge any part or parts of the equipment which, within sixty (60) days of installation, are determined to be defective. The part or parts of the equipment determined to be defective after sixty (60) days, but before twelve (12) months from the date of installation, will be repaired or replaced with same or similar equipment, and **Buyer shall be responsible for the cost of installation of the same.** Buyer shall be responsible for the costs required to transport the defective equipment to the Company's plant for inspection. Any warranty adjustments made by the Company shall not extend the initial warranty period. The warranty period for any replacements made by the Company shall terminate upon the termination of the initial warranty period. Expenses incurred by the Buyer in replacing, repairing or returning the equipment or any part thereof will not be reimbursed by the Company.

(b) **SPARE AND REPLACEMENT PARTS LIMITED WARRANTY.** The Company sells spare and replacement parts. The Company agrees, at its option, to repair or replace any part or parts which are found to be defective within twelve (12) months from the date of installation by PBBS of the same. The date of installation shall be the date as noted on the Company records and shall be binding upon the parties. The Buyer shall be responsible for all labor costs for Company to install any part found to be defective within twelve (12) months from the date of installation by PBBS of the same. Parts purchased from Company, but installed by Buyer or third parties, and found to be defective within twelve (12) months from the date of purchase (as noted on the Company records), shall be replaced by Company provided that installation has performed by Buyer or third parties in accordance with all applicable instructions and in accordance with industry standards. Company's determination as to proper installation by Buyer and/or third parties shall be final and binding upon the parties. The warranty and warranty period for spare or replacement parts shall be limited to the warranty and warranty adjustment extended by the original manufacturer of such parts. In no event shall such other manufacturer's warranty create any more extensive warranty obligations of the Company to Buyer for such parts than the Company's warranty covering parts as set forth herein. Expenses incurred by Buyer in replacing, repairing or returning the spare or replacement parts will not be reimbursed by the Company.

(c) **EXCLUSIONS FROM WARRANTY.** These warranties are inapplicable to and exclude (i) damage caused by accident or negligence, normal wear and tear, erosion, corrosion or damage caused by disaster such as fire, flood, wind, lightning or damage caused by natural elements; (ii) damage caused by the failure to follow any and all installation and/or operating instructions or manuals provided by the manufacturer or by Company or failure to provide normal maintenance; (iii) damage caused by improper water treatment or improper water conditioning; (iv) damage caused by

unauthorized or improper installation of parts, equipment, attachments, repairs or modifications; (v) damage caused by improper maintenance or improper operation by Buyer's employees; (vi) damage caused by overloading, erosive or corrosive substances, or damage caused by the presence of oil, grease, scale, deposits or other contaminants; (vii) damage caused by the improper use, maintenance or operation resulting from untrained or improperly trained operators of Buyer; or (viii) any other misuse, abuse or improper use.

The Company expressly disclaims all other warranties, express or implied, including but not limited to any implied warranty of merchantability and fitness for a particular purpose. There are no express or implied warranties of any kind other than those set forth above. Equipment and/or Parts manufactured by others and sold or resold by the Company carry only the original manufacturer's warranty and do not carry any additional warranty by the Company, unless expressly set forth herein.

There are no express or implied warranties of any kind other than those set forth herein. The above warranty provisions set forth Buyer's exclusive remedy and the extent of the Company's liability for breach of warranties, representations, instructions or defects, from cause in connection with the sale or use of the equipment or the parts referred to herein. The Company shall not, under any circumstances, be liable for any special, indirect or consequential damages, or for loss, damage or expense, directly or indirectly, arising from the use of the equipment or from any other cause, whether based on warranty, tort, or contract.

The time periods set forth herein are mandatory and Buyer's failure to notify Company within the periods set forth above, shall void any warranty obligation on behalf of the Company hereafter.

(d) **WARRANTY NOTICE.** The Buyer shall make a claim for any breach of warranty by written notice to the Company's home office, within the warranty periods set forth above. Failure to provide notice of defect within the periods set forth in Paragraph 5(a) and 5(b) above, shall void the warranties set forth in those paragraphs.

6. PATENTS

(a) **PATENT INDEMNITY AND CONDITIONS.** The Company agrees at its own expense to defend and hold Buyer harmless in the event of any suits instituted against Buyer for an alleged infringement of any claim of any United States Patent covering solely to the structure of the Equipment as originally manufactured by the Company per the Company's specifications, and without modification by the Buyer, provided Buyer shall (i) have given the Company immediate notice in writing of any such claim or institution or threat of such suit; and (ii) have permitted the Company to defend or settle the same, and have given all needed information, assistance and authority to enable the Company to do so. Buyer shall defend and indemnify the Company against all expenses, costs and loss by reason of any real or alleged infringement by the Company's incorporating a design or modification requested by Buyer.

(b) **LIMITATION OF LIABILITY.** The Company's total liability hereunder is expressly limited to an amount no greater than the sales price of the Equipment and may be satisfied by the Company's refunding to Buyer, at the Company's option, the sales price of the Equipment. In the event the Company elects to defend any such suit and the structure of the said equipment is held to infringe any such United States Patent and if the Buyer's use thereof is enjoined, the Company shall, at its expense and at its option: (i) obtain for the Buyer the right to continue using the Equipment, or (ii) supply non-infringing Equipment for installation by Buyer, or (iii) modify the Equipment so that it becomes non-infringing, or (iv) refund the then market value of the Equipment.

7. PRIOR USE

If damage to the Equipment or other property or injury to persons is caused by use or operation of the Equipment prior to being placed in initial operation ("Start up") by the Company where start up is included in the purchase price, then Buyer shall indemnify and hold the Company harmless from all liability, costs and expenses for all such damage or injury.

8. EQUIPMENT CHANGES

The Company may, but shall not be obliged to, incorporate in the Equipment such changes in specifications, design, material, construction, arrangement, or components as the Company in its judgment believes will not materially affect performance of the Equipment.

9. SECURITY INTEREST; INSURANCE

(a) To secure payment of the purchase price, Buyer agrees that the Company shall retain a security interest in the Equipment until Buyer shall have paid in cash the full purchase price when due, interest at the highest lawful contract rate until so paid and the costs of collection, including reasonable attorney's fees. The Equipment shall at all times be considered and remain personal property and Buyer shall perform all acts necessary to assure and perfect retention of the Company's security interest against the rights or interests of third persons. In the event Buyer defaults in payment of any part of the purchase price when due, or fails to comply with any and all provisions of this contract, the Company shall have the remedies available under the Uniform Commercial Code.

(b) So long as the purchase price is unpaid, Buyer at its cost shall obtain insurance against loss or damage from all external causes, naming the Company as an insured, in an amount and form sufficient to protect the Company's interest in the Equipment.

10. CANCELLATION

Buyer cannot cancel orders placed with the Company, except with the Company's express written consent and upon terms and payment to the Company indemnifying the Company against loss, including but not limited to expenses incurred and commitments made by the Company.

11. LOSS, DAMAGE OR DELAY

The Company shall not be liable for loss, damage or delay resulting from causes beyond its reasonable control or caused by strikes or labor difficulties, acts or omissions of any governmental authority or the Buyer insurrection or riot, fires, floods, breakdown of essential machinery, accidents, priorities or embargoes, car shortages, delays in transportation or inability to obtain labor, materials or parts from usual sources. In the event of any delay from such sources, performance will be postponed by such length of time as may be reasonably necessary to compensate for the delay.

12. WORK BY OTHERS; ACCESSORY DEVICES

The Company, being only a supplier of the Equipment, shall have no responsibility for labor or work of any nature relating to the installation or operation or use of the Equipment, all of which shall be performed by Buyer or others. It is the responsibility of the Buyer to furnish such accessory devices as may be desired by it and/or required by OSHA standards respecting Buyer's use of the Equipment.

13. COMPLETE AGREEMENT

THE COMPLETE AGREEMENT BETWEEN THE COMPANY AND BUYER IS CONTAINED HEREIN AND NO ADDITIONAL OR DIFFERENT TERM OR CONDITION STATED BY BUYER SHALL BE BINDING UNLESS AGREED TO BY THE COMPANY IN WRITING. No course of prior dealings and no usage of the trade shall be relevant to supplement or explain any terms used in this Agreement. This Agreement may be modified only by a writing signed by both the Company and Buyer and shall be governed by the Uniform Commercial Code as enacted by the State of Wisconsin. The failure of the Company to insist upon strict performance of any of the terms and conditions stated herein shall not be considered a continuing waiver of any such term or condition or any of the Company's rights.

PLEASE PAY FROM INVOICE – MONTHLY STATEMENTS ARE NOT FURNISHED.

"WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7, AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF"



**Product Submittal for MVB® - Type P
Pool Heaters
Models 504A-2004A**

Date: 04/22/2024 Job: New Pool Heaters Location: Resch Aquatic
Equipment Tags: PH-1/PH-2 Engineer: _____ Contractor: _____
Model: _____ Notes: _____
Prepared by: Ken Verheyen Indoor ☒ Outdoor ☐ Gas Type: Natural Gas ☒ Propane ☐

83-83.3% Thermal efficiency at full rate

100% Factory fire-tested

VERSA IC® Integrated controller with 7" color touchscreen display

Raymote™ remote connectivity provided standard

On/Off operation

Full safety diagnostics with history

Status display lights

Cascade up to 8 heaters – no external sequencer required

Maximum outlet water temperature: 180°F (82°C)

Maximum pool setpoint 106°F (41°C) (104°F [40°C] default))

Minimum inlet water temperature: 105°F (40°C)

Limited 20-year thermal shock warranty

Limited 5-year primary heat exchanger warranty

CSA Low-Lead certified ≤ .25% lead

SCAQMD Rule 1146.2 certified, Low NOx < 20 ppm

Proudly Assembled in the USA



Features and Options

Heat exchanger

- Bronze headers
- ASME HLW stamped; 160 PSIG MAWP
- National board registered
- Cupronickel finned tubing
- ASME powder-coated tube sheet
- Silicone high-temp O-Rings
- ASME pressure relief valve

with H-Bypass

☒ 75 PSI (H-bypass)

☐ 125 PSI (CWR)

- Manual air bleed
- T&P gauge (shipped loose)
- Four-pass primary heat exchanger
- Stainless steel evaporator plate
- Heater pump: bronze, 120V, 1Ø, 60Hz

Power

- 120V, 60Hz, 1Ø, power supply
- 120/24V, 60Hz, transformer

Control

- VERSA IC® built-in controller
- 7" (178 mm) color HD touchscreen display
- Raymont™ Wi-Fi remote connectivity
- Cascade up to 8 heaters
- Cascade interstage delay settings
- Ignition module
 - ☒ 3-Try (standard)
 - ☐ C-6 single-try (optional)
- Remote flame sensor
- High limit, manual reset, fixed, 180°F (82°C)
- On/Off power switch
- Flow switch
- Blocked vent pressure switch
- Combustion air proving switch
- Freeze protection
- Alarm dry contact
- Pump time delay
- Blocked condensate switch

- Water temperature sensors 10kΩ (2 mtd, 2 loose, 2 well)
- Cold water protection
 - ☒ H-Bypass
 - ☐ Cold water run (CWR)
 - ☐ P-42 (loose) CWR controls, no bypass
 - ☐ P-43 (mtd) CWR controls, no bypass
 - ☐ P-45 Injector pump single boiler (bronze)
 - ☐ P-47 Pump flange kits
- Modbus RTU BMS Port
 - ☐ B-85 BMS Gateway – BACnet MS/TP, BACnet IP, N2 Metasys or Modbus TCP
 - ☐ B-86 BMS Gateway – LonWorks

Burner

- Hot surface ignition (HSI)
- Radially-fired knitted burner

Gas train

- Fuel
 - ☒ Natural gas
 - ☐ Propane (minimum grade HD-5)
- Zero governor regulator
- Dual-seat combination firing valve
- Electronic firing mode (P)

Construction

- Indoor/outdoor construction
- Front controls enclosed
- PolyTuf powder coat finish
- Rear connections (water, gas, vent, electrical, combustion air, condensate drain)
- Combustion air filter (shipped loose)
- Design Certified ANSI Z21.56/CSA 4.3
- Front connection low-voltage wiring

Venting (cat I vertical, cat III horizontal)

- Vent termination cap
 - ☐ D-11 Outdoor vent kit
 - ☐ D-15 Sidewall vent termination cap
 - ☐ D-20 Vent termination vertical
- Other
 - ☐ D-12 Barometric damper w/o thermoswitch (single acting)
 - ☒ D-17 Inline air intake filter

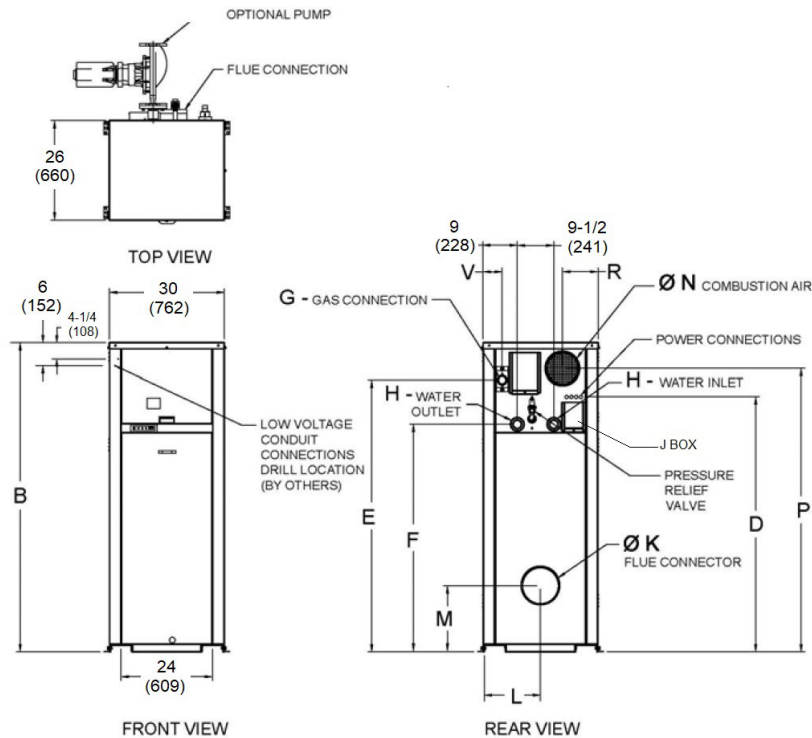
- ☐ D-18 Boiler vent adapter
- ☐ D-19 Vent termination cap adapter
- ☐ D-23 Outdoor vent supports
- ☐ D-37 Motorized combustion air damper

Options

- ☐ E-5 Boiler alarm with 4" bell
- ☐ E-15 Boiler alarm with buzzer
- ☐ F-10 Low water cut-off, remote probe
- ☐ I-14 High limit, auto reset, 180°F (82°C) max
- ☐ I-20 High limit, manual reset, 180°F (82°C) max
- ☐ M-1 Safety valve, motorized
- ☐ M-10 Safety valve, solenoid
- ☐ M-15 Safety valve, vent (requires M-1 or M-10)
- ☒ S-1 Low gas pressure switch, manual reset
- ☒ S-2 High gas pressure switch, manual reset
- ☐ Z-4 T & P relief valve
- ☐ Z-9 Thermometer

Additional options or accessories

☐ _____



Shown without H-Bypass or Cold Water Run options																		
Model	MBTUH (kW)		Dimensions - inches (mm)													Ship Weight lbs (kg)	Footprint ft² (m²)	Amps ⁽²⁾
	Input	Output	B Height	D	E	F	G ⁽¹⁾ NPT	H NPT	K Flue Ø"	L	M	N C/A Ø"	P	R	V			
☐ P-504A	500 (147)	415 (122)	43 (1092)	32 (813)	35 (889)	23-3/4 (603)	1 (25)	2 (51)	8 (203)	13-3/4 (349)	13-3/4 (349)	6 (152)	35 (889)	6 (152)	2 (51)	600 (272.1)	5.4 (0.5)	12
☐ P-754A	750 (220)	623 (183)	49 (1245)	38 (965)	41 (1041)	29-3/4 (756)	1 (25)	2 (51)	10 (254)	13-1/2 (343)	13-1/2 (343)	6 (152)	41 (1041)	6 (152)	2 (51)	660 (299.3)	5.4 (0.5)	12
☐ P-1104A	1100 (322)	916 (268)	55 (1397)	44 (1118)	47 (1194)	35-3/4 (908)	1-1/4 (32)	2-1/2 (64)	10 (254)	13-1/2 (343)	13-1/2 (343)	6 (152)	47 (1194)	6 (152)	2 (51)	720 (326.5)	5.4 (0.5)	12
☐ P-1504A	1500 (440)	1250 (366)	61 (1549)	50 (1270)	53 (1346)	41-3/4 (1060)	1-1/4 (32)	2-1/2 (64)	12 (305)	13-3/4 (349)	13-3/4 (349)	8 (203)	53 (1346)	6 (152)	2 (51)	780 (353.7)	5.4 (0.5)	12
☒ P-2004A	1900 (557)	1583 (464)	75 (1905)	62 (1575)	65 (1651)	53-3/4 (1365)	2 (51)	2-1/2 (64)	14 (356)	13-1/2 (343)	13-1/2 (343)	8 (203)	68 (1727)	9 (229)	5 (127)	940 (426.3)	5.4 (0.5)	18

- Ratings shown are for elevations up to 4,500 feet. For installations at elevations. De-rate above 4,500 ft; consult factory. No hardware changes required below 10,000 feet.

(1) For Natural Gas. For Propane, all sizes are 1" (25 mm) NPT.

(2) Current draw is for heater only. (Supply breaker must have delayed trip.)

For direct vent applications, contact the factory about relocating the pump.

CLEARANCES		
Heater Side	Minimum Clearances from Combustible Surfaces in. (mm)	Minimum Service Clearance in. (mm)
Front	24 (610)	24 (610)
Rear	12 (305)	24 (610)
Right Side	1 (25)	24 (610)
Left Side	1 (25)	24 (610)
Top	0	10 (254)
Floor	0	0
Vent	1 (25)	1 (25)

With H-Bypass			
Model	PUMP		
	Model	HP	Amps*
☐ P-504A	1611	1/4	6
☐ P-754A	1611	1/4	6
☐ P-1104A	1630	1/2	7
☐ P-1504A	1634	1	14
☒ P-2004A	1636	1-1/2	22

* Current draw is for heater only.
(Supply breaker must have delayed trip).

RATES OF FLOW AND PRESSURE DROPS								
Model	20 °F ΔT		Maximum Flow			Minimum Flow*		
	GPM (L/min)	ΔP ft.wc. (kPa)	GPM (L/min)	ΔP ft.wc. (kPa)	ΔT °F (°C)	GPM (L/min)	ΔP ft.wc. (kPa)	ΔT °F (°C)
☐ P-504A	42 (158)	N/A	65 (246)	5.5 (16)	13 (7.2)	100 (379)	11.3 (34)	9 (4.9)
☐ P-754A	63 (237)	6.4 (19)	65 (246)	6.4 (19)	20 (11.1)	100 (379)	13.8 (41)	13 (7.2)
☐ P-1104A	93 (348)	13.6 (41)	85 (322)	11.5 (34)	22 (12.2)	113 (428)	18.6 (56)	17 (9.4)
☐ P-1504A	N/A	N/A	102 (387)	18.7 (56)	25 (13.8)	113 (428)	22.2 (66)	23 (12.7)
☒ P-2004A	N/A	N/A	102 (387)	22.7 (68)	32 (17.7)	113 (428)	27.2 (81)	29 (16.1)

included in this quotation. Note any exceptions to standard manufacturer's specifications. Vendor shall complete every question in the space below the question.

COMPLETE REQUIREMENTS: While every effort has been made to ensure the accuracy and completeness of the information in this RFB, the City recognizes the information is not exhaustive of every detail and all work and materials may not be expressly mentioned in the requirements of this RFB. Therefore, it is the Vendor's responsibility to include in their bid all requirements necessary for the full and faithful performance of the requested goods/services in accordance with the objectives of the City. The goods/services offered shall be complete in every respect inclusive of all design, components, and recommendations for auxiliary equipment, and required maintenance or licensing, etc.

No.	DESCRIPTION	"Y" COMPLY OR "X" EXCEPTION
1	VENDOR REQUIREMENTS Ensure all local, state, and building codes are followed.	X
2	Verify all new units are of like size, performance, and specifications of the old units (see pictures included in RFB below). The City is requesting the units to be vertical in size as space is confined.	Y
3	All required piping, electrical, labor, parts, materials, and equipment required for successful installation.	X
4	Complete the install to comply with manufacturer's recommendations and remove and properly dispose of all waste and debris from the installation site. Installation to be left to a qualified installer, service agency or the gas supplier.	X
5	Providing a 1-year warranty guaranteeing against all defects in contractor provided installation, structural and mechanical materials, and workmanship.	Y
6	Work is to be performed during normal business hours (M-F from 7:00 AM – 3:00 PM).	X
7	Work is to be completed no later than May 17, 2024.	X
8	EQUIPMENT REQUIREMENTS Natural Gas	Y
9	Preferred Installed Footprint (Vertical) 75"H x 30"W x 26"D	Y
10	=/> 1,999,000 BTU's	Y
11	> 83% Thermal Efficiency at Full Rate	Y

No.	DESCRIPTION	"Y" COMPLY OR "X" EXCEPTION
12	24/120 Volt Control	Y
13	LCD Touchscreen Display	Y
14	Minimum Continuous Inlet Water Temperature: 50 Degrees F	X
15	Maximum Setpoint: 106 Degrees F	Y
16	Negative Vent Pressure, Non-Condensing Appliance	X
17	Cat I Vent Required	Y
18	Complete Cabinet Protecting All Controls & Wiring	Y
19	Indoor/Outdoor Construction (Handle Harsh Wisconsin Winters)	Y
20	Tough, Rust Resistant Finish	Y
21	Certified to the ANSI Z21.56 Pool Heater Standard	Y
22	100% Factory Fire Tested	Y
23	Limited Twenty-Year Thermal Shock Warranty	Y
24	Limited Five-Year Heat Exchanger Warranty	Y

Please note the number & reasoning for any exception below.



FORM A – SIGNATURE AFFIDAVIT

RFB #2024-15 Pool Heater Replacement at Resch Aquatic Center

This form must be returned with your response.

In signing Bids/Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Bids/Proposals, that Bids/Proposals have been independently arrived at, without collusion with any other Bidders, competitor or potential competitor; that Bids/Proposals have not been knowingly disclosed prior to the opening of Bids/Proposals to any other Bidders/Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Bid/Proposal, hereby agrees with all the terms, conditions, and specifications required by the City in this Request for Bids/Proposals, declares that the attached Bids/Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Bidders/Proposers shall provide the information requested below. Include the legal name of the Bidders/Proposers and signature of the person(s) legally authorized to bind the Bidders/Proposers to a contract.

Has your company ever been debarred? ☒ No ☐ Yes (if yes, please explain)

PBBS EQUIPMENT CORPORATION
COMPANY NAME

KEN VERHEYEN
PRINT NAME

04/23/2024
DATE

KEN VERHEYEN
SIGNATURE



FORM B – SUBMITTAL CHECKLIST

RFB #2024-15 Pool Heater Replacement at Resch Aquatic Center

This form must be returned with your response.

Bidders hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge SUBMITTAL	Initial to Acknowledge RECEIPT
Description of Services/Commodities	N/A	
Form A: Signature Affidavit	KV	N/A
Form B: Receipt of Forms and Submittal Checklist	KV	N/A
Form C: Vendor Profile	KV	N/A
Form D: Bid Offer Form	KV	N/A
Form E: References	KV	N/A
Statement of Qualifications (SOQ) if necessary		
Appendix A: Standard Terms & Conditions	N/A	KV
Appendix B: Contract for Purchase of Services	N/A	KV
Addendum #		
Addendum #		
Addendum #		
Addendum #		

COMPANY NAME



FORM C – VENDOR PROFILE INFORMATION

RFB #2024-15 Pool Heater Replacement at Resch Aquatic Center

This form must be returned with your response.

COMPANY INFORMATION

COMPANY NAME (Make sure to use your complete, legal company name.) PBBS EQUIPMENT CORPORATION			
FEIN		(If FEIN is not applicable, SSN collected upon award)	
CONTACT NAME KEN VERHEYEN	TITLE SALES ENGINEER		
TELEPHONE NUMBER (920) 662-0300	FAX NUMBER		
EMAIL kverheyen@pbbs.com			
ADDRESS 2283 SACHS COURT	CITY GREEN BAY	STATE WI	ZIP 54313

ORDERS/BILLING CONTACT

ADDRESS WHERE CITY PURCHASE ORDERS/CONTRACTS ARE TO BE MAILED AND PERSON THE DEPARTMENT CONTACTS CONCERNING ORDERS AND BILLING.

CONTACT NAME KEN VERHEYEN	TITLE SALES ENGINEER		
TELEPHONE NUMBER (920) 662-0300	FAX NUMBER		
EMAIL kverheyen@pbbs.com			
ADDRESS 2283 SACHS COURT	CITY GREEN BAY	STATE WI	ZIP 54313

PROCUREMENT CARD (P-CARD)

STATE IF COMPANY ACCEPTS PAYMENT BY CREDIT CARD: The City does not pay service charges.	YES <u>X</u> or NO _____
---	--

The City of Green Bay has implemented a Procurement Card (P-Card) Program. Bidders must have the capability to accept credit cards for payments or must be willing to take the necessary steps in order to accept credit card payments by the City prior to the implementation of this agreement as the City may opt to use the P-Card as its method of payment.

While acceptance of credit cards for payments may be mandatory, this shall not be the City's exclusive method of payment. Bidders shall not charge a surcharge, convenience fee or any other fees associated with the acceptance of payment by the City's P-Card.



FORM D – REFERENCES

RFB #2024-15 Pool Heater Replacement at Resch Aquatic Center

This form must be returned with your response.

REFERENCE #1 – CLIENT INFORMATION

COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #2 – CLIENT INFORMATION

COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			

REFERENCE #3 – CLIENT INFORMATION

COMPANY NAME	CONTACT NAME		
ADDRESS	CITY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
CONTRACT PERIOD	YEAR COMPLETED	TOTAL COST	
DESCRIPTION OF THE PERFORMED WORK			



FORM E – BID OFFER FORM

RFB #2024-15 Pool Heater Replacement at Resch Aquatic Center

This form must be returned with your response.

Any pricing increases or additions must be agreed upon in writing by both parties.

QTY	UOM	DESCRIPTION OF MATERIALS	EA PRICE	TOTAL
2	EA	Natural Gas Pool Heater(s) - See Equipment Requirements Above.	\$29,895.00 Equipment Only With Startup	\$59,790.00
		LIST YEAR/MAKE/MODEL QUOTED: 2024 Raypak Model MVB-P-2004A		
ALL REQUIRED PIPING, ELECTRICAL, LABOR, PARTS, MATERIALS, EQUIPMENT & DELIVERY (F.O.B. DESTINATION) REQUIRED FOR SUCCESSFUL INSTALLATION.			TOTAL:	NO BID FOR INSTALLATION Not Qualified Pool Contractor

COMPANY NAME (Make sure to use your complete, legal company name.)

PBBS EQUIPMENT CORPORATION

ADDRESS 2283 SACHS COURT	CITY GREEN BAY	STATE WI	ZIP 54313
LEAD TIME (Upon receipt of order) 6-8 WEEKS			
PAYMENT TERMS (Net 30) Yes ☒ No ☐ Other ☐			
EARLY PAYMENT DISCOUNT (Special Terms)			



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # Q.12

To receive and place on file the review of the Bay Beach Amusement Park Ride Ticket Structure for the 2024 season. **(Informational Only)**

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2024 Ticket Structure

2024 Bay Beach Ride Ticket Structure

<u>2024 Ticket Requirements</u>		<u>2023 Ticket Requirements</u>	
Boats	1	Boats	1
Lady Bugs	1	Lady Bugs	1
Granny Bugs	1	Granny Bugs	1
Jeeps	1	Jeeps	1
Race Cars	1	Race Cars	1
Sky Fighters	1	Sky Fighters	1
Slide	2	Slide	1
Rockin' Tug	2	Rockin' Tug	2
Trains	2	Trains	2
Helicopters	2	Helicopters	2
Merry-Go Round	2	Merry-Go Round	2
Bay Beast	2	Bay Beast	2
Ferris Wheel	2	Ferris Wheel	2
Bumper Cars	4	Bumper Cars	3
Yo-Yo	4	Yo-Yo	3
Scrambler	4	Scrambler	3
Tilt-a-Whirl	4	Tilt-a-Whirl	3
Scat	4	Scat	3
Sea Dragon	4	Sea Dragon	3
Nebulaz	4	Nebulaz	3
Big Wheel	4	Big Wheel	3
Zippin Pippin	6	Zippin Pippin	4

Ticket Costs will remain the same at \$.25 per ticket in 2024.

All 1 Ticket rides will be free on Tuesdays, Wednesdays, and Thursdays.

MEMORANDUM



Human Resources Department

To: Personnel Committee

From: Emma Baierl
Human Resources Generalist

Re: Request to Fill Vacant Positions

Date: April 30, 2024

The Human Resources Department is requesting authorization to fill the following replacement positions approved as part of the 2024 budget and all subsequent vacancies resulting from internal transfers. The justification reports are attached.

- Mechanic – Replacement position due to the resignation of Greg Wojcik effective March 28, 2024. This position is budgeted at \$30.01 - \$35.30 per hour. (Pay Grade H)
- Right-of-Way Specialist – Replacement position due to the retirement of Tom Giese effective April 2, 2024. This position is budgeted at \$32.67 – 38.43 per hour. (Pay Grade I)
- Sewer Worker Foreperson – Replacement position due to the retirement of Mike DeNiel effective June 17, 2024. This position is budgeted at \$32.67 – 38.43 per hour. (Pay Grade I)
- Park Maintenance Worker – Replacement position due to retirement of Ricky Vanderwegen effective May 3, 2024. This position is budgeted at \$25.43 - \$29.06 per hour. (Pay Grade F)
- Neighborhood Compliance Inspector – Replacement position due to the retirement of John Kurowski effective April 26, 2024. This position is budgeted at \$25.43 – 29.06 per hour. (Pay Grade F)

**Position Fill Request
Justification Report
March 28, 2024**

Position Title: Mechanic – DPW Operations Division/Motor Equipment Section

1. **If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

 X **Replacement Position** **Not a Replacement Position**

This position is vacant as a result of Greg Wojcik's resignation effective on March 28, 2024.

2. **Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.**
Yes, this position is currently funded in the DPW-Operations Division operating budget. The current rate of pay is \$30.01/hour to \$35.30/hour (Pay Grade H).
3. **Please list the functions and any special information regarding this position.**
DPW Mechanics maintain and repair all DPW vehicles and equipment; as well as Parking Division, Planning/Housing Department, and Mayor's Office vehicles. Mechanics also assist other departments with vehicle and equipment repairs when requested.
4. **Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**
This position does not generate revenue for the City. But the use of in-house labor and equipment reduces the need to contract these services out to a private vendor
5. **Please explain why current staff is unable to absorb duties of this position.**
DPW has thirteen (13) Mechanics in its table of organization. Any vacancy adds workload to other Motor Equipment Section staff, which reduces the ability of the section to maintain DPW's preventative maintenance and repair programs at the necessary level. Insufficient Mechanic staffing contributes to extended vehicle and equipment down time. DPW cannot maintain all repair requests at all times with a short staff. Replacement of the Mechanic vacancy is necessary.
6. **If duties of this position are presently being done, how are they done?**
Duties associated with any vacant position are assigned to other employees. If there is a lack of personnel, then assignments are prioritized. Unassigned duties are postponed, not completed, or overtime expenditures are required to complete necessary repairs.
7. **What service would be reduced or eliminated if this position is not filled?**
DPW cannot reduce or eliminate core services. Motor Equipment Section operates as an internal City service agency for DPW, and other departments. Its clients are DPW, Mason Manor, Inspection Department, Mayor's Office, Parking Division, and Police/Fire Departments when requested. If Mechanic positions are eliminated, DPW would first reduce or eliminate services provided to other departments. DPW must maintain its own fleet first.
8. **What are the alternative methods and costs of accomplishing the work?**

The alternative to not filling Mechanic vacancies is expenditure of overtime to keep up with workload demand. Using overtime could reduce cost to the City *in the short term* by not having to cover fringe benefits of eliminated Mechanic positions. However, regular overtime assignments lead to burnout, low morale, increased worker compensation injuries, and increased absenteeism. Another alternative to eliminating Mechanic positions is privatization, but that typically is a more expensive alternative.

9. Are there union issues?

No

10. Other supporting comments.

None

Position Fill Request
Justification Report
(March 13, 2024)

Position Title: Right of Way Specialist

1. If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.

XXX Replacement Position _____ Not a Replacement Position
(Tom Giese retirement, last day April 02, 2024)

2. Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.
Yes, position is currently in the operating budget. The current pay range is \$32.67 to \$38.43 per hour. The position is funded by the general levy.
3. Please list the functions and any special information regarding this position.
This position is responsible for research on, maintenance of, and acquisition/disposal of all right-of-way assets for the City. In addition to right-of-way issues, this position is responsible for private transmission facility, sidewalk café, and revocable occupancy permitting, acquisition and recording of easements, and recording of maintenance agreements on behalf of the City.
4. Does the position generate revenue or reduce expenses? If so, provide an estimated amount.
Although this position does not generate revenue, the position oversees programs that provide liability protection for the City. This position also maintains historical records for facilities located within the public right-of-way. If the work were not performed in-house, these tasks would need to be subcontracted. Staff estimates that contracted services could be 30% higher than in-house staff.
5. Please explain why current staff is unable to absorb duties of this position.
Both the historical and current volume of work completed by this position significantly exceed the available number of staff hours on an annual basis.
6. If duties of position are presently being done, how are they done?
The duties of the position are currently being completed by the incumbent. Upon his retirement, the duties will need to be shared by existing staff until a replacement can be hired. This will significantly delay our response time, probably to unacceptable levels.
7. What service would be reduced or eliminated if this position is not filled?
Response time to plat/csm review and recording, real estate acquisition for public projects, and research into historical property information will all be adversely affected.
8. What are the alternative methods and costs of accomplishing the work?
The only logical alternative to hiring a replacement in the same position would be to contract the work. In addition to significantly increased cost, contracting the work would be subject to staff availability and schedule of the consultant.

9. Are there union issues? No
10. Other supporting comments.

**Position Fill Request
Justification Report
March 11, 2024**

Position Title: Sewer Worker Foreperson

- 1. If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

 X **Replacement Position** **Not a Replacement Position**

This position will be vacant following the retirement of Mike DeNiel effective at the end of the work day on June 17, 2024. DPW requests to overfill this position in early May 2024 to provide training and mentoring prior to Mike DeNiel's retirement. This is a critical lead worker position for the Sewer Section.

- 2. Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.**

Yes, this position is currently funded in the Stormwater and Sanitary Sewer Utility budgets. The current wage is \$32.03 - \$37.67 per hour (Pay Grade I).

There are sufficient funds within the Sanitary Sewer and Stormwater Utility budgets to cover the cost of the overfill due to salary savings from other vacancies and retirements during the year. The cost of the overfill is estimated to range from \$5,000 to \$8,000 for 4 to 6 weeks; however, the impact to the City may be significantly less than that if the position is filled by current Sewer Section staff since their salary is already covered within the budget.

- 3. Please list the functions and any special information regarding this position.**

This position leads, trains and directs staff within the Sewer Section of DPW. The position investigates and recommends solutions to sewer and bridge maintenance issues. The position evaluates field processes and recommends improvements for efficiency and safety.

The position will also perform bridge, stormwater management structure, sewers, pumps and lift station inspection, cleaning, maintenance and repair. The individual will respond to sanitary sewer back-ups and other emergencies. The position documents work and maintains records.

Because this is a critical position for the Sewer Section and the current incumbent has many years of experience, DPW is proposing to overfill the position for a 4 to 6 week period.

- 4. Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**

This position reduces expenses by completing preventative maintenance to ensure the bridge and sewer systems are in working order. This position responds to and documents sanitary sewer back-ups reducing the risk of claims made to the City. The position ensures

staff are properly trained and working safely. A successful foreperson will also contribute to good morale and teamwork.

5. Please explain why current staff is unable to absorb duties of this position.

The Sewer Section consists of 16 other staff in addition to the Sewers Superintendent. This position is necessary to assist the Sewers Superintendent in leading the Sewer Section, ensuring adequate coverage and well trained staff.

6. If duties of position are presently being done, how are they done?

This position is a replacement for a Sewers Foreperson who will be retiring effective June 17, 2024. DPW is requesting to overfill the position to transfer job knowledge prior to this retirement.

7. What service would be reduced or eliminated if this position is not filled?

DPW *cannot* reduce or eliminate the work of the Sewer Foreperson and maintain the same level of service. A reduction in staffing could result in lack of oversight, training and support for Sewer Section staff. This is a critical position ensuring we have adequate coverage and are able to respond effectively to emergencies and conduct routine work. Without this position, sewer maintenance and staff capabilities would be impacted resulting in increase sewer back-ups and slower response times.

8. What are the alternative methods and costs of accomplishing the work?

Reducing the level of services provided to City residents, working overtime to maintain the expected level of service, outsourcing of services or placing additional burden on the Sewers Superintendent.

9. Are there union issues?

No

10. Other supporting comments.

None

**Position Fill Request
Justification Report
04-24-2024**

Position Title: Park Maintenance Worker

- 1. If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

 X **Replacement Position** **Not a Replacement Position**

This position will be vacant as a result of the retirement of Ricky Vanderwegen effective at the end of the work day on May 3, 2024.

- 2. Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.**

Yes, this position is budgeted. The current wage range is \$25.43 - \$29.06 per hour (Pay Grade F).

- 3. Please list the functions and any special information regarding this position.**

The Park Maintenance Worker is a generalist position responsible for maintaining all facets of the year-round park operations. Parks and the related facilities are used daily from sun-up to 10:30 p.m. throughout the year. Therefore, we need to ensure that they are clean, safe, and functional at all times for our patrons.

- 4. Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**

No, this position does not generate revenue.

- 5. Please explain why current staff is unable to absorb duties of this position.**

Over the years, we have added more parkland and facilities, but have not added additional staff. We are also responsible for maintaining a four-diamond Little League complex, a six-field soccer complex, more trails, more parklands, and the City Deck.

- 6. If duties of position are presently being done, how are they done?**

When vacancies occur in this classification, we are unable to meet all of the maintenance needs of our parks and facilities. As positions become vacant, we prioritize and reprioritize our daily work. The effect is that many of the services that we provide to the public are being performed less frequently.

- 7. What service would be reduced or eliminated if this position is not filled?**

The overall service would be reduced. We have tried to lessen the obvious impact by reprioritization.

8. What are the alternative methods and costs of accomplishing the work?

Contracting for various maintenance services would need to be explored. Costs would be dependent on the service contracted. The Park Maintenance Worker performs a wide range of services during a calendar year, therefore making it difficult to replace a single position by contracting.

9. Are there union issues?

No.

10. Other supporting comments.

Since 2001, the Parks Division has been responsible for maintaining the following added facilities: SK8 Park; Leicht Memorial Festival Park; Resch Aquatic Center; four new buildings; nine splash pads; more parkland at Farlin Park, Beach Lane, Navarino Park, V.T. Pride Park, Eastman Park, several parcels along the Baird Creek Greenway, 16 acres of turf at Bay Beach Park, a new boarded hockey rink, a four ball diamond softball complex, a six-field soccer complex, the City Deck, as well as several miles of trails.

We have assumed the work at the additional facilities while seeing a reduction in staff of 6 Park Maintenance Workers and 12 fewer seasonal positions since 2006. With future maintenance responsibilities sure to come, we will fall further behind in our efforts to provide the most basic of services if we do not maintain our staffing levels accordingly.

**Position Fill Request
Justification Report
4/15/2024**

Position Title: Neighborhood Compliance Inspector

- 1. If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

 X **Replacement Position** **Not a Replacement Position**

This is a replacement position for John Kurowski who is retiring effective April 26, 2024.

- 2. Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.**

Yes, the position is included in the current budget at Pay Grade F, which has a range of \$25.43- \$29.06 per hour.

- 3. Please list the functions and any special information regarding this position.**

This position is responsible for handling exterior property complaints, re-inspections and enforcement. This includes lot clean ups, rat/rodent education, as well as nuisance abatement.

- 4. Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**

This position will generate additional revenue through reinspection fees. Estimate of approximately \$72,000

- 5. Please explain why current staff is unable to absorb duties of this position.**

Current staff are completing these duties, however one person covers the case load of two, which is causing delays in compliance deadlines being met. There is also no time for proactive sweeps or neighborhood education.

- 6. If duties of position are presently being done, how are they done?**

One employee is covering all of the City.

- 7. What service would be reduced or eliminated if this position is not filled?**

We would still experience further lead times on obtaining compliance due to the large volume of complaints received through our office.

- 8. What are the alternative methods and costs of accomplishing the work?**

N/A

9. Are there union issues?
No

10. Other supporting comments.



Human Resources Department
100 North Jefferson Street - Room 500
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3147
Fax 920.448.3128

MEMORANDUM

To: Personnel Committee
Joseph Faulds, Chief of Operations

From: Melanie Falk, Human Resources Manager

Re: Request to create and fill a new Human Resources Generalist position to be shared by the City of Green Bay Human Resources Department (50%) and the Green Bay Water Utility (50%)

Date: April 26, 2024

RECOMMENDATION

- I. Human Resources is requesting that a new HR Generalist position, Pay Grade H (\$62,421-\$73,424) be created. This position will allocate 50% of it's time to the City's Human Resources Department and 50% of it's time to the Water Utility. The cost for this position will be shared equally by both departments.

BACKGROUND

- II. In 2018 the Water Utility created a full-time, non-exempt Human Resources Coordinator position (Salary: \$70,324-\$77,750). The Water Utility HR Coordinator performs administrative HR functions for the utility and serves as the primary liaison to the City's Human Resources Department. The responsibilities of the HR Coordinator include, onboarding new hires; assisting employees with benefits and claims questions; maintaining performance review records; notifying managers of review dates; coordinating and scheduling training for utility employees; coordinating activities related to the utility's compensation plan; conducting summer recruitments and providing recruitment support to the City HR department.

The HR Coordinator at the Water Utility does not perform the more complex functions of an HR Generalist, such as investigations, recruitments, employee relations issues, etc. It should also be noted that the Water Utility has a pay plan separate from the City's wage schedule. This pay plan is structured to be competitive with other utilities within the state and as a result, the Water Utility positions have historically been compensated at a higher salary than their comparable City positions.

There are currently (3) HR Generalists in the City HR Department. One of these Generalists serves as the HR liaison to payroll, and the majority of the responsibilities of this position are compensation and budget related in addition to administering the City's FMLA leave program. The other (2) HR Generalists perform functions including recruitments, employee investigations; fitness for duty evaluations; conducting reorganization/reclassification studies; unemployment reporting; assisting with union negotiation activities and advising managers and employees with policy and contract interpretation. Currently, (1) of these Generalists will be assigned to provide this level of support to the utility as needed.

Since 2018, the Water Utility position has been vacated (4) times, including the recent resignation of the HR Coordinator in March. Brian Powell, Water Utility General Manager, approached Human Resources with the proposal to create a shared position. He has concerns with the turnover rate of this position and also stated that he does not need a full-time dedicated HR position for the Utility.

The City HR Department has a need for additional staff and has experienced a high volume of recruitments since 2021, averaging between (50) and (60) vacant positions. These recruitments are assigned to (2) HR Generalists with other responsibilities, which makes it difficult to fill vacancies in a timely manner. Prior to 2021, the department averaged approximately 20-30 vacancies per week. If this new position is approved, the initial focus of the position for the City HR Department will be on recruiting. The new HR Generalist would be on site at the Water Utility 2 days per week and at City Hall 2-3 days per week.

The benefits of consolidating the Water Utility and City of Green Bay HR functions into a shared position will result in efficiencies by reducing redundancies. In addition, enhanced collaboration should result between the HR Department and the Water Utility, which is essential for aligning HR practices with organizational goals and ensuring that the HR functions are centralized. A shared HR Generalist position will facilitate effective communication and coordination between the departments, which has been the result with our shared Safety Coordinator position.

In 2022, a new shared Safety Coordinator position was created. The cost for this position is equally shared by the Utility and the City HR Department. This position spends (2) days per week at the Utility and 2-3 days at City Hall. The collaborative model adopted for the Safety Coordinator role has proven to be highly effective, ensuring consistent implementation of safety protocols and standards across both the HR Department and the Water Utility.

FISCAL IMPACT

- III. The total cost for the new HR Generalist position for the remainder of 2024 is \$47,955. The Water Utility will be offsetting the City's cost of the new position by 50% resulting in an estimated 2024 cost to the City of \$23,977. For 2024, we are requesting that up to \$24,000 be allocated from the City's contingency fund to pay for this position.

The estimated annual cost increase to the Human Resources budget for 2025 is \$48,444.

Estimated	HR Generalist, Grade H, Step 3 June 1-Dec 31, 2024	HR Generalist, Grade H, Step 4 2025
Salary	\$33,967	\$67,933
FICA	\$2,598	\$5,197
WRS (General)	\$2,208	\$4,416
Worker's Comp	\$71	\$143
Health Insurance	\$8,856	\$17,712
Dental Insurance	\$234	\$1,402
Life Insurance	\$21	\$86
TOTAL COMPENSATION	\$47,955	\$96,888

City's Cost

\$23,977

\$48,444

c: Brian Powell, Water Utility General Manager



JOB DESCRIPTION

City of Green Bay

Position Title:	Human Resources Generalist I/II
Department:	Human Resources
Reports To:	Human Resources Manager & Water Utility General Manager
Status:	Exempt
Salary Range:	Human Resources Generalist I: Grade H Human Resources Generalist II: Grade I
Job Summary:	Under the direction of the Human Resources Manager, performs a variety of technical and administrative tasks in all areas of Human Resources Administration. Work involves all aspects of the hiring process, conducting employee training programs, serving on employee committees, compensation/reorganization studies and labor relations activities. Provides guidance and support to department heads/managers.
Essential Functions:	- Conducts recruiting and selection activities for departments; prepares advertisements, bulletins, job descriptions, and job postings; screens applications, prepares interview questions, rating criteria and tests; interviews applicants, responds to inquiries and complaints, conducts background investigations and makes recommendations to management, conducts job offers, prepares offer letters. - Processes new hires, rehired, retiring, job transfers and terminated employees. Calculates payouts due to the employee. Enters employee data into the HR/Payroll system. Conducts the Utility onboarding process. Collects and processes new hire paperwork. Organizes orientation sessions and provides support to new hires. - Processes personnel and benefit changes and updates the HR/Payroll system. Maintains Utility personnel files and employee medical files. - Maintains the Utility wage schedule. - Maintains the Utility Employee Handbook and Seasonal Handbook. Develops and monitors employee policies. Makes recommendations regarding policy revisions. Advises managers and employees on policies, rules and procedures. - Maintains performance review records. Notifies managers of review dates and tracks performance review completion. - Assists with labor negotiation activities as needed. Includes drafting of proposals, conducting research and costing offers. Attends bargaining sessions, takes notes and assists during sessions as required. Revises contracts after ratification, prepares wage schedules as needed. - Conducts compensation/reorganization studies. Prepares various reports and recommendations. - Processes unemployment claims. Gathers relevant information from supervisors; responds to related inquiries. - Conducts investigations (disciplinary, ERD/EEOC complaints, fitness for duty, etc.). Recommends to department head/supervisor appropriate course of action. - Advises department heads/supervisors regarding compliance and administration of applicable labor agreements, attends grievance meetings and testifies at arbitrations as deemed necessary.

	▪ Compiles statistical data for biannual Affirmative Action reporting and when requested. ▪ Consults with Utility management to explore opportunities for employee training/development and engagement programs. Coordinates training programs by assisting with the selection of topics; contacting trainers; scheduling the training and tracking employee training programs. ▪ Presents at orientation programs and other various training classes, prepares training. ▪ Appears before oversight committees including Personnel Committee and Water Commission to present reports and provide information as required. ▪ Facilitates and attends meetings related to Human Resources functions. ▪ Serves as the Utility's benefits liaison . Assists employees with benefit and claims questions. Assists with processing FMLA requests as needed. ▪ Performs other duties as assigned.
Knowledge, Skills And Abilities	▪ Considerable knowledge of Local, State and Federal employment laws, labor contracts and personnel policies, procedures and practices. Knowledge of random drug and alcohol processes and City policy. ▪ Knowledge of CDL and DOT regulations. Working knowledge of the theories, practices and methods of human resources management and labor relations. Knowledge of local government organization and its departmental operating requirements. ▪ Knowledge of policy administration, benefit administration, statistical concepts and methods, labor relations theories and interview techniques. Knowledge of and ability to proficiently utilize a computer and the required software. Considerable skill in communicating effectively both orally and in writing. ▪ Skill in conducting and coordinating recruitments and making public presentations. ▪ Ability to prepare and maintain accurate and complete records, files and reports. Ability to analyze problems and handle sensitive and confidential information. Ability to make decisions. Ability to establish and maintain effective working relationships with staff and the public. ▪ Ability to multi-task and work in a fast-paced environment. Ability to work the required hours of the position.
Minimum Education and Experience	▪ Bachelor's Degree from an accredited college or university in Human Resources, Business, Public Administration or a related field. ▪ One-three years' experience performing human resource administration or related work.
Physical Requirements	Ability to perform the following activities: ▪ Lifting up to 10-20 pounds. ▪ Carrying up to 10-20 pounds. ▪ Frequent standing and sitting. ▪ Ability to focus for long period of time on projects. ▪ Ability to reach, stoop and lift.

The above is not to be construed as an exhaustive statement of duties, responsibilities or requirements. I have read the above position description and understand the duties and responsibilities of the position.

Employee Name (Print)

Date

Employee Signature



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # R.4

Update and discussion of negotiations on the 2024 City of Green Bay and City of Green Bay Professional Police Association labor agreement

The Council may convene in closed session pursuant to § 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating public employee contracts for competitive or bargaining reasons. The Council may thereafter reconvene in open session pursuant to § 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Public Arts Commission
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

Laura Schley, Staff

AGENDA ITEM # S.1

To approve six (6) final artworks and two (2) substitute artworks as part of the Rotating Art Program 2024-2025 season:

Final Six: B-3 Guardian, J-2 Evince, C-5 RocknRoll, K-1 Angelica, G-1 Lush Life, D-2 Drip Edge

Substitutes: H-1 Bay Palm, I-1 Off World Butterflies

BACKGROUND

The Rotating Art Program 2024 - 2025 Season Call-for-Art was released in February 2024. Staff has received completed submissions from eleven (11) artists proposing a total of twenty-five (25) original sculptures eligible for consideration.

The Rotating Art Program currently consists of six (6) established concrete footings located throughout the City to house sculptures for one year. The sites currently in operation are located at the following sites with affected Neighborhood Associations in parentheses:

- northeast corner of N. Irwin Avenue and East Shore Drive (East Shore Drive)
- right-of-way near Leicht Memorial Park (Fort Howard)
- southeast corner of W. Walnut Street and S. Oakland Avenue (Seymour Park)
- northwest corner of Dousman Street and Fisk Street (Perkins Park)
- southeast corner of W. Mason Street and 12th Avenue (Tank Park)
- southwest corner of Shawano Avenue and 12th Avenue (Western Corridor).

RECOMMENDATION

Approval of two (2) substitute artworks and six (6) final artworks to be selected and installed based on Commissioner review and community input as part of the Rotating Art Program 2024-2025 season.

FISCAL IMPACT

If six pieces are selected, signage, marketing materials, and artist payments for the season will total approximately \$10,000.00. Payments will be made using allocated federal ARPA funds.

ATTACHMENTS

- I. RAP 2024-2025 Artist Submissions A - K

Artwork Title	<i>Transparencies in Time: Cuahpohualli embedded in ethnopoetic poetry</i>						Artist A-1
Artwork Dimensions	H	8'	W	7'	D	3'	Heavy Equipment Required Yes
Artwork Description	Individual visual art/abstract to build public art sculptures and installations utilizing acrylic/plexiglass . Proposing two cylinders as a set or 1 can be placed on footing. Artwork dimensions can be adjusted to fit footing. Both cylinders will be a depth of solidity of two inches to allow a holographic effect once the films are edged/sealed in the inner surface. For durability and reinforcement, a solid tube on the inside of both hollow cylinders will be set with and add base. Here to increase the stability of the solid cylinder with a metal base that will be bolted to a cement pad. The present visual art installation proposal is both interactive, multidisciplinary, and kinesthetic audio-visual sculpture. It's a multiphase comprehensive exposé on Mesoamerican lore and more specifically on a pre-Columbian notion of time. Here, there would be three simultaneous and concurrent proposals that center on concrete poetry. I am interested in this opportunity to let contemporary society at large know that poetry is alive, and that the oral tradition still lives, though it's thought that this ancient culture is dead. In synthesis these can be sculptures [i.e., outdoor public art] and/or broader architectural installations built on the facades of buildings both indoors and out. Proposal concept 1 [i.e., sculpture or façade installation] all will be made with the two primary elements: plastic transparency films and acrylic/plexiglass. Transparencies in Time: Cuahpohualli embedded in ethnopoetic poetry [proposal concept 1 will comprise of two hollow cylinders on whose inside surface will be placed the transparencies] sealed within with a second acrylic/plexiglass that's cylindrical to create a hologram-mirror type effect.						
Artist Experience	Have completed 5 public art commissions in various states. See CV below for additional experience.						

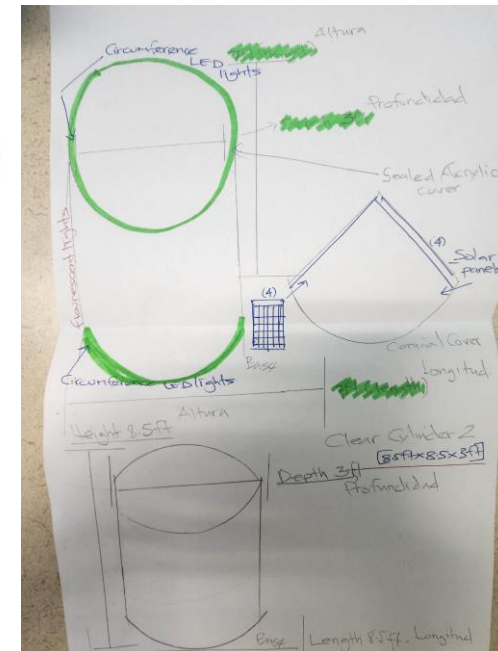
Artwork Photos/Sketches:

Clear Cylinder 1:

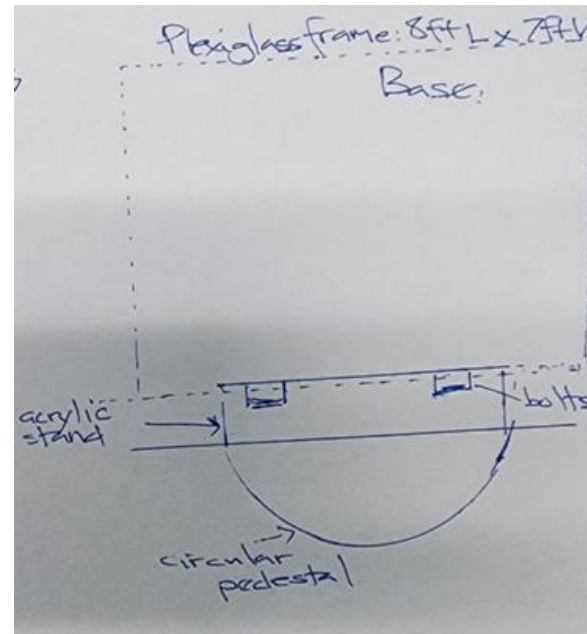
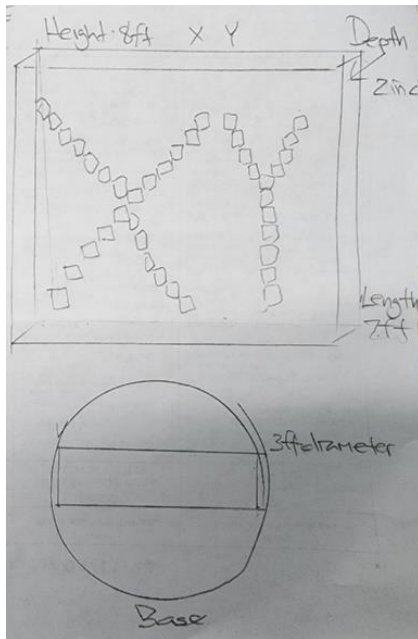
L 7 (feet) x W (7 feet) x H (3 foot)



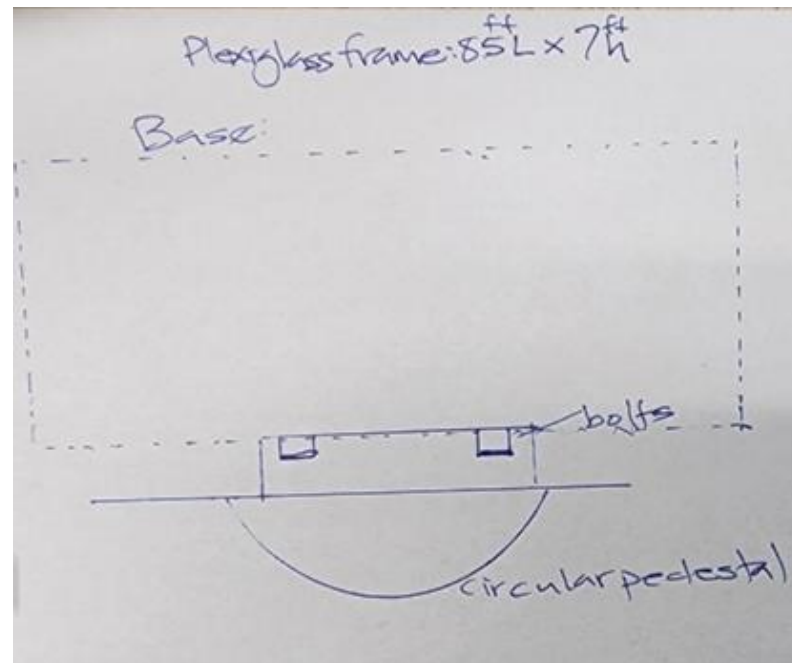
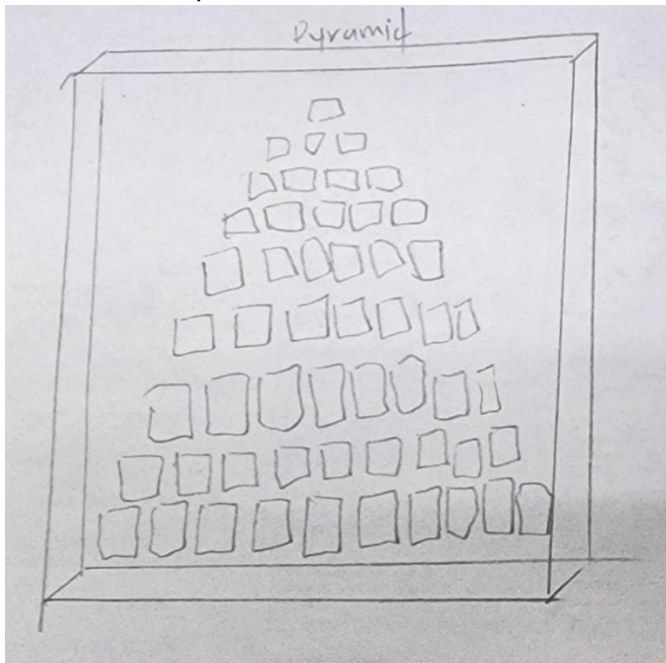
Clear Cylinder 2: L(8.5 feet) x W (8.5 feet) x H (3 foot)



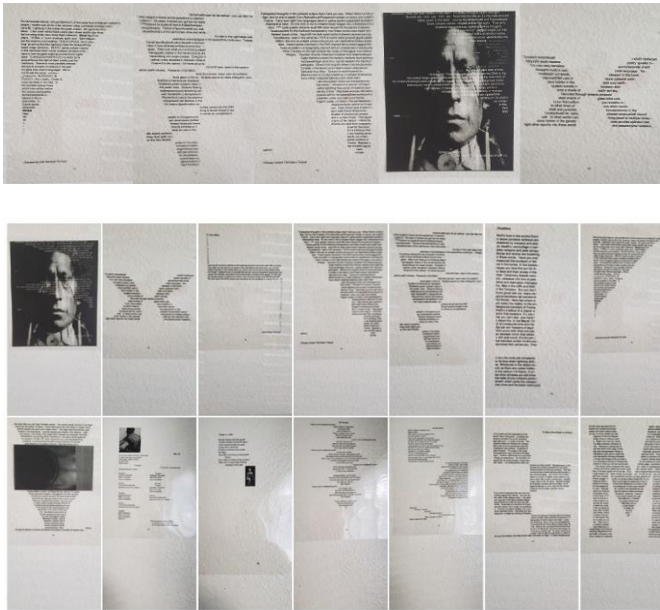
Artwork Title	<i>Cyclones in the DNA2: Double Helix/Haiku Transparencies in [Space] Time</i>						Artist A-2
Artwork Dimensions	H	8'	W	7'	D	3'	Heavy Equipment Required No
Artwork Description	The present visual art installation proposal is both interactive, multidisciplinary, and kinesthetic audio-visual sculpture. It's a multiphase comprehensive exposé on Mesoamerican lore and more specifically on a pre-Columbian notion of time. Here, there would be three simultaneous and concurrent proposals that center on concrete poetry. I am interested in this opportunity to let contemporary society at large know that poetry is alive, and that the oral tradition still lives, though it's thought that this ancient culture is dead. In synthesis these can be sculptures [i.e., outdoor public art] and/or broader architectural installations built on the facades of buildings both indoors and out. Proposal concept 2 will comprise a wall/frame of solid acrylic/plexiglass in thickness will seal the plastic transparency films, who's shaped of the X and Y chromosomes of the DNA double helix. More specifically, this will be around 8ft by 7ft and the acrylic wall at a depth of 2 inches. For the base it will be a circumference of under the 3ft diameter and a rectangular metal base will secure the structure. My work is rooted in the original peoples and/or 1st nations so it's original by default, therefore my visual art speaks for itself. The sculpture(s) are a mirror and/or a mosaic of ideas in hologram or transparent as a pool screen. Here, the simple premise of all proposal is to create dialogue and literacy for the visual art is a mirror both metaphorically and aesthetically.						

Artwork Photos/Sketches:

Artwork Title	<i>Dream Images: TransparenXcies Pyramid</i>						Artist A-3	
Artwork Dimensions	H	8'	W	7'	D	3'	Heavy Equipment Required	No
Artwork Description	The present visual art installation proposal is both interactive, multidisciplinary, and kinesthetic audio-visual sculpture. It's a multiphase comprehensive exposé on Mesoamerican lore and more specifically on a pre-Columbian notion of time. Here, there would be three simultaneous and concurrent proposals that center on concrete poetry. I am interested in this opportunity to let contemporary society at large know that poetry is alive, and that the oral tradition still lives, though it's thought that this ancient culture is dead. In synthesis these can be sculptures [i.e., outdoor public art] and/or broader architectural installations built on the facades of buildings both indoors and out. Proposal concept 3 will comprise a wall/frame of solid acrylic/plexiglass in thickness will seal the plastic transparency films and will be placed in the shape of a pyramid. More specifically, this piece will be around 8ft by 7ft and the acrylic wall at a depth of 2 inches. For the base it will be a circumference of under the 3ft diameter and a rectangular metal base will secure the structure. My work is rooted in the original peoples and/or 1st nations so it's original by default, therefore my visual art speaks for itself. The sculpture(s) are a mirror and/or a mosaic of ideas in hologram or transparent as a pool screen. Here, the simple premise of all proposal is to create dialogue and literacy for the visual art is a mirror both metaphorically and aesthetically.							

Artwork Photos/Sketches:

Previous Work Examples Artist A1-A3



Artist Experience Continued See Resume Below



Artist A Resume

Page 1

Education

Date	Degree Earned	Institution
2017	Certificate in Court Interpretation	SCSI, Santa Fe Springs, CA
2011	MFA Creative Writing/Poetry	Antioch University, Los Angeles, CA
2004	BA Sociology and Social Work	Cal Poly Pomona, Pomona, CA
2000	AA Social and Behavioral Sciences	Citrus College, Glendora, CA

Employment

Dates	Agency	Position	Duties
2021-Present	Enki Health Services Inc.	Interpreter/Translator	Social Services Interpreter/Translator mental health, psychiatrist, therapist and doctors' protocols, et. AL.
2018-2020	Pasadena Unified	Interpreter	Interpret Special Education meetings for parents with IEP, Evaluations, Examinations.
2018-2020	USCIS	Immigration Interpreter	Interpret adjustment of status, citizenship and asylum applicants.
2018-2020	Monrovia Unified School District	District Interpreter	Interpret Special Education meetings for parents with IEP, Evaluations, Examinations.
2015-2020	Duarte Unified School District	Bilingual Instructional Aide & IEP Translator/Interpreter DUSD	Provide instruction assistance to teachers in English, Science and Math. Utilize PLATO computer programs to assist EL students in coursework. Administer CELDT, LCAP, and CAHSEE exams. Mentor high school's students. Translate and interpret at IEP meetings. Assist CBI students in small groups. Interpret RPAC and Board Meetings.
2009-2013	FedEx Ground/Home Delivery	Delivery Driver/Assistant Contractor	Resolved package disputes, coordinated vehicle maintenance/inspection, audited delivery services. Supervised drivers, troubleshoot mechanical and managerial issues as they occurred, fielded customer service calls, maintained daily driver logs.
2006-2009	Azusa Unified School District	Bilingual Instructional Aide	Provided Spanish translation and modified instruction for 7th grade English Learners in multiple subjects, assisted in mainstreaming students with learning and behavioral disabilities.
2004-2006	Canyon Acres Children's Services	Child Care Counselor	Provided physical and behavioral conflict resolution and counseling in order to reunite families or prepare children for success in a foster care environment, maintained daily detailed dossiers, administered medication,

Poetry Publications

Publication	Poem Name	Printed Date online/hardcopy
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Nimrod International Poetry Journal	ChilamBalam (DT)	Volume 55, Number 2 Spring/Summer 2012
Belleville Park Pages (UK)	Mosaic(s) DT	December 12, 2014
Star 82 Review	Shamanism: Still/Live (WS) 39	Issue 3.2 June 8 2015 Hidden Gems
Visions International Review	Calendar Stream (DI)	January 5 2015
Lost Coast Review	System of a Down (DT)	April 1 2015 Spring Issue
Redactions: Poetry, Poetics, & Prose	Pane/Glass Glass/Pane, War Paint (DT)	April mid-summer 2015
Altadena Poetry Review 2015	Images Edged in Blue Walls, Images Incised Into Holograms (DL)	2015, February 20, 2015
Acentos Review	Addendum & Storm Black Light Blue Ash (DT)	February 15, 2015
Five Quarterly	1 Lamat*/Ce Tochtl/Uno Conejo/One Rabbit [*Star] 2 Muluc/OmeAtl/Dos Agua/Two Water 3 Oc/Yei Itzcuntli/TresPerro/Three Dog (DC)	April 2 2015 almost5qQtumblr.com
Qua Quarterly	Observatorio de Tulum/Luna Azul (DT)	Winter 2015
The Voices Project	Carry it with/in (DI)	September 8 2015
Turtle Island Quarterly	Identity: Tlaxcalteca (DI)	April 23 2015
Taj Mahal Review	Mictlan n. Xibalba (DT)	August 22 2015
Constellations	Ce CoatITlaxochimaco Yei Calli (DT)	June 17 2015
Dukool(India)	Thoughts Flare/Shard, Tarasco/Purepecha, Pyramid Shifts (DI)	June 30 2015
Solstice Literary Magazine	Inipi (DI)	August 8 2015
In Stereo Press	The Semblance, Lady Xoc, Jaguar Moon (DT)	October 11, 2015
Mandala Journal	Dream Images (DI)	September 9, 2015

<i>The Stone Bird Anthology of the Eagle Rock Library</i>	Inverness, new solar count, RepertorioPoetico, Carry Scars (DI)	Pending....
<i>Altadena Poetry Review 2016</i>	Un MichoacánComún/ A CommonerfromMichoacan (DI)	April 23, 2016
<i>Robin Barratt Publishing</i>	Gone (DT)	PDF
<i>The Art of Monteque Organization</i>	(DT)	Pending
<i>Identidad Latina Antología 2016 (Spain)</i>	Obsidiana Yo –te corto Cargalo por dentro (DI)	May 12, 2016
<i>Hueso Loco Journal of Arts and Literature</i>	(DC)	Issue #5 Spring/Fall 2015
<i>UCLA American Indian Studies & Research Journal</i>	DT Blue Ash, Teal Dawn, Black Light, Addendum & Storm, Tulare ca. 1806, Red/Feel	11/21/2016
<i>The Flexible Persona</i>	Nowhere Since DT	Spring 2017
<i>AMP: Hofstra Universitysdigilit magazine</i>	MacuilXochitl DI	Mid-Spring 2017
<i>Sacramento Poetry Center –Poetry Now</i>	Alma y Olvido DT	Spring 2017
<i>Hawai'i Review</i>	Sun Daggers, Akashic Archives, Seven Mirror, La HierbaRetorcida DT	Spring 2017
<i>Poetry Leaves</i>	Lightning/Blue WS	Spring 2017
<i>Corbel Stone Press (UK)</i>	Ode Et. Al. DT	Spring 2017
<i>Rabbit: a journal for nonfiction poetry (Australia)</i>	Novice/Scribe DT	Spring 2017
<i>shufPoetry</i>	DT (Death Throws, Addendum & Storm, Pain Language)	Issue #8 mid-April 2017 Video Poem
<i>Art & Words Poetry</i>	Netzahualcoyotl & Tlacaalel DT	Spring
<i>Berkeley Poetry Review</i>	DI Tonalpohualli	Issue 47 Spring

<i>Corbel Stone Press (UK)</i>	Aasuingna DT	Spring
<i>Tule Review</i>	Death Throws, Dred Scott, Jade Eyes DT	November 2017
<i>The Poetry Project</i>	Untitled, High Priest, What makes the iris/retina shine? Obsidian Caste. DI	June 2017
<i>Ghostwoods Books</i>	Flowers: Freeze/Frames (WS)	Summer 2017
<i>Northridge Review</i>	Undeciphered, cuauhtliocelotl, Spirits in immaterial ether steel weight, Lightning minds I DS	Fall 2017
<i>WORDPEACE</i>	Google This, El Cerro de la BufaGto., Spiders web in iris glare DS	August 2017
<i>"Fusionando Palabras 2017" (Argentina)</i>	Kaleidoscopio de Estrellas, Casta de Silex SI	Noviembre 2017
<i>DelugeLiteraryArtsJournal</i>	HeyokahThunderDreamers	Pending...
<i>Puerto del Sol</i>	Hummingbirdssight...	March 2018
<i>Tulane Review</i>	DiamondscutDiamonds	Fall 2017
<i>DodgingTheRain</i>	Stardust in themien	December 2017
<i>Vox poetica</i>	Winters Breeze	January 2018
<i>Rigorous</i>	Underground Cave/Graveside, Black [Again], [No Names]	Spring 2018
<i>The Write Launch</i>	Akashic Archives, Quest/Vision, Ode Et. Al.	March 2018
<i>Weasel Press</i>	El Diablo Anda Suelto en Sinaloa	July 2018
<i>Empty Mirror</i>	In Xochitl In Cuicatl [Essay]	June 2018
<i>Voxpoetica</i>	"ChicomeAcatlIzcalliOmeTochtli /Seven Reed Resurgence Two Rabbit"	June 2018
<i>Scarlet Leaf Review</i>	Indio Tarasco/At 12:43 noon sun/I got you/Xochimilca ca. 1519	July 2018
<i>Yzur</i>	La MuerteteTira	Octubre 2018
<i>SAND Journal</i>	[yeiozomatlihueytozotlinahuit ecpatl]	Issue 18 October 2018
<i>Sunspot Literary Journal</i>	Snows Drift	September 2019

<i>Convocatoria Poesía Libertaria 2019 que abrió La Garcita Azul (Venezuela)</i>	Lenguaje de Dolor	28 de Septiembre 2019
<i>PoetsChoice</i>	www.poetschoice.in Poets.docx	October 8th 2019
<i>Azahares Literary Magazine - Submission Form: Azahares 2020</i>	Can you read this	January 2nd 2020
<i>Art Hole: 5 –Featured Artist</i>	Transparencies in Time	October 15th 2020
<i>“WEIGHTLESS” -Artist Book by SU4IP (UK)</i>	Transparencies in Time:	June 2023
<i>Flourish, issue 00 Honradez Brutal 2003</i>	“Lightning in the Blood”	Spring/Summer 2023
<i>WHO Futures Exhibition Catalogue</i>	Transparencies in Time:	Summer 2023

Awards

Nomination	Journal/Poem	Date
<i>Pushcart Prize 2015</i>	Redactions: Poetry, Poetics & Prose “Pane/Glass Glass/Pane	November 24, 2015
<i>Tercer Premio</i>	<i>El Centro Canario Estudios Caribeños – El Atlántico – en el Certamen Internacional de Poesía “La calle que tú me das” 2016</i>	Noviembre 8, 2016
<i>New Rivers Press</i>	<i>Many Voices Press Finalist 2018</i>	May 7, 2019
<i>2020 Jack Straw Writers Series Fellowship</i>	<i>Recordings, Podcast, and Interviews: https://www.jackstraw.org/artist/jose-trejo-maya/</i>	Seattle, Washington (Spring, Summer and Fall, etc.)
<i>Ecosystem X Future Art Awards</i>	Special Mention Artist: Transparencies in Time	Winter 2022
<i>Lynn Hanson Gallery Award</i>	Intersections Show Awardee	Summer 2022

Exhibitions

Exhibition	Institution/Location	Date
<i>Transparencies in Time: Cuahpohualli</i>	Amador County Arts Council/Jackson, CA	September/October 2020
<i>Transparencies in Time: Cuahpohualli</i>	Museum of Dead Words/New York, NY	October 26th 2020

<i>Small Works 2020: - Submission #2: Oxomoco</i>	Main Street Arts, Clifton Springs New York	November 7, 2020 - December 4, 2020
<i>Foundwork</i>	https://foundwork.art/artists/edit/josedtrejo-maya/works	September/October 2020
<i>Shoreline Latinx Online Visual Art Exhibition WA</i>	Shoreline-Lake Forest Park Arts Council	November 2020
<i>The Meadowlark YWCA Missoula Cade Gallery Anne Arundel Community College MD</i>	Transparent thoughts [Wreck - oning: National Online Juried Exhibit], Indiana	March 2021
<i>Vividness UI Kokomo Downtown Art Gallery ID</i>	Oxomoco https://www.iuk.edu/downtown-gallery/index.html Indiana	March 18th to April 12th 2021
<i>An Exhibition on Things Called Art: Hilliard Gallery (Kansas City, MO)</i>	Oxomoco	April 2th to May 22th 2021
<i>City of Santa Monica Cultural Affairs LA</i>	Provisional Exhibition: Art of Recovery	Fall/Winter 2021
<i>Soundpedro LA</i>	Audio Exhibition, San Pedro CA	June 5 th 2021
<i>Port Angeles Fine Art Center, WA</i>	Endurance of Change:	June 2021 to May 2022
<i>Hispanic Heritage Month Gallery Exhibition WA</i>	Centro Cultural Mexicano:	September 13 th to October 17 th 2021
<i>Sculpted Spaces, Wild Lives: The Third Street Gallery Moscow, ID</i>	Words lacerate & Transparent thoughts	October 12-13 2021 to January 7 th 2022
<i>Make.Shift Gallery Art Space Bellingham, WA</i>	Uixticihuatl, Oxomoco, Tonatiuh, Transparent thoughts, & So this was weaved	November 5 th , 2021to November 27 th 2021
<i>The Cade Gallery The Route Towards Equity MD</i>	Transparencies in Time:	Dec. 2 nd 2021 to Jan. 2022
<i>2022 Exhibitions at Umpqua Valley Arts OR</i>	Hallie Brown Ford Gallery	Jan. 14 th to March 25 th 2022

<i>Capital Culture House Gallery (Spain)</i>	EPHYPHANY Virtual Gallery	Live: https://capitalculturehouse.org/epiphany/
<i>Drury University: Pool Center Gallery MO</i>	New Entry: Unmasking Ourselves	February 4-25, 2022
<i>Jersey City Hall: Cultural Affairs NJ</i>	Exhibit:	Winter 2022
<i>Studio 659 Whiting IN</i>	Exhibit of Transparencies in Time:	Jan. 21 to Feb. 26 2022
<i>UNCW's CAB Gallery: "Protests Signs"</i>	Media Names: Transparent thoughts, Oxomoco, Tonatiuh	Thursday, February 24 – Friday, April 1, 2022
<i>Ecosystem X Future Art Awards LA</i>	Special Mention Artist: Transparencies in Time	Winter 2022: https://mozaikphilanthropy.org/ecosystemx/
<i>Virtual Gallery Online</i>	Transparencies in Time: https://virtualgalleryonline.org/	January 29 th to February 26 th 2022
<i>The Lamar Dodd School of Art/ UGA Theatre</i>	[yei ozomatli hueytozotli nahui tecpatl] Oxomoco	February 24 th to March 3 rd 2022
<i>VIEWPOINT Group Exhibit</i>	Transparencies in Time:	February 17 th 2022
<i>Fresh Eye Gallery: The Land Within Us MN</i>	Transparent thoughts, Words lacerate, [yei ozomatli hueytozotli nahui tecpatl]	March 9 th to April 23 2022
<i>2022 Oregon Fringe Festival</i>	Transparencies in Time:	Wednesday, April 27, 2022 - Sunday, May 1, 2022
<i>Con-TEMPORARY Art Observatory (Italy)</i>	Exhibit: Desert Sands Extracts	Exhibit Winter & Spring
<i>Gallery 55 Exhibition ID</i>	Transparencies in Time:	Desert Sands Expose:
<i>Art as Salve Exhibition</i>	Transparent thoughts	Thursday, March 24 th to Thursday, May 31, 2022
<i>ART LIT LAB</i>	Transparencies in Time: Extracts Desert Sands & Death Throws	April 12 th to May 7 th 2022
<i>Long Red Line - Side Street Studio Arts</i>	Transparent thoughts	Spring Exhibition
<i>CAE Curatorial Committee: (Re) Collection</i>	Transparent thoughts	April 7 th to May 7 th 2022

<i>The Things With Feathers: Alliance for the Visual Arts Gallery & Art Center CA</i>	Uixticihuatl, [yei ozomatli huey tozotli nahui tecpatl], Transparent thoughts	May 14 th 3-5pm 2022
<i>Artwall The Fulton Street Collective IL</i>	Uixticihuatl, [yei ozomatli huey tozotli nahui tecpatl]	Spring 2022
<i>Intersections Show: Art Start Northwest WA</i>	"[yei ozomatli hueytozotli nahui tecpatl]", "words lacerate" & "Uixticihuatl"	Spring 2022
<i>Adams County Arts Council: JAE CO</i>	Transparent thoughts	June 3 rd to June 23 rd 2022
<i>Mother Nature Survived It: L.A. GOAL</i>	Transparent thoughts, Oxomoco	June 11 th to July 1 st 2022
<i>Open Mind Art Space: CSUN LA</i>	Transparent thoughts: "Begin/Again An Exhibition Celebrating Possibility:."	Spring/Summer 2022
<i>Janice Charach Gallery: Flight MI</i>	Addendum & Storm	June 26 th to August 11 th 2022
<i>Suavac Student Events & Entertainment Arts & Culture MN</i>	Exhibition: Home Indigenous Lore	Summer 2022
<i>Fountain Street Church ArtPrize MI</i>	Transparent thoughts, Got scars that you can't see, La Casa del Silencio, Matlactli ihuan Ome Ozomatli Izcalli Nahui Tecpatl, Aurora Borealis, The Semblance Lady Xoc, Jaguar Moon & Altar of Hope	September 15 th to October 9 th , 2022
<i>Holter Museum of Art: Creativity Center MT</i>	Uixticihuatl, Transparent thoughts	Winter 2022
<i>LeMoyné Arts Exhibits: Chain of Parks Festival FL</i>	Transparent thoughts: Focused Moments	Summer 2022: Thursday July, 14 th to Saturday August 20 th .
<i>Art Inspired by the Land OSMP Exhibit: Boulder Public Library Canyon Gallery CO</i>	Oxomoco	Fall 2022: Friday August 5 th to Sunday September 16 th .
<i>Members Exhibition 44th Annual Tri-State</i>	[yei ozomatli hueytozotli nahui tecpatl], Words lacerate	August 31 th -October 8 th 2022.

<i>Sculptors Conference SC</i>		
<i>Romancing the Stone KZNSA Gallery, Durban (South Africa)</i>	Exhibition: Digital Projection	September 21, 2022
<i>The Umbrella Arts Center: Art Ramble Call for Art 2022 MA</i>	Transparencies in Time:	Fall 2022
<i>Solidarity Street Gallery 2022 MN</i>	Words lacerate, yei ozomatli hueytozotli nahui tecpatl, Transparent thoughts, So this was weaved	September 2022
<i>Hispanic & Latino Heritage Art Show City of Greer SC</i>	Transparencies in Time:	September 2022
<i>No Whites Allowed Angel City Brewery -Art Share L.A. LA</i>	Transparencies in Time: [yei ozomatli huey tozotli nahui tecpatl], Oxomoco, Undeciphered and Transparent thoughts, et. Al.	January 2023
<i>Dia de los Muertos Wyoming State Museum WY</i>	Undeciphered, [No Names], So this with weaved	September 21st to November 2022
<i>Medford Arts Center: Indigenous Art Program NJ</i>	Transparencies in Time:	Fall 2022
<i>LAUNCH Gallery LA</i>	Transparencies in Time:	Fall 2022
<i>PASA Festival (Korea, Seoul)</i>	Transparencies in Time: BitGlim ongoing virtual	October 1 st to October 31 st
<i>Exhibition 2nd Floor Gallery Coffman Union U. of M. MN</i>	Words lacerate, [yei ozomatli hueytozotli nahui tecpatl], Transparent thoughts, Tonatiuh, So this was weaved & Oxomoco	November 2022 to January 2023
<i>Friedli Gallery "Blood on the Pavement: Notes on Healing" Exhibition</i>	[yei ozomatli hueytozotli nahui tecpatl], Transparent thoughts, Oxomoco	Friday September 30 th to October 31 st 2022
<i>Black Creek Arts Council; Glitz and Kitsch</i>	Uixticihuatl, Transparent thoughts	November 11 th to December 31 st 2022
<i>Arts Council of Fayetteville Cumberland County, NC</i>	_Still Here, Still Native Oxomoco	Oct 21 st 2022 to Winter

<i>Pelham Art Center: Art Boutique NY</i>	Words lacerate, yei, Uixticihuatl, Transparent thoughts, Oxomoco, Tonatiuh, So this was weaved	December 2022 to January 2023
<i>Faces & Facades Exhibitions; AHArts, NJ</i>	Words lacerate, Uixticihuatl, Transparent thoughts, Oxomoco, Tonatiuh	Nov. 19 th to Dec. 24 th 2022
<i>The New Art Center, MA Artwork New Art Store</i>	Words lacerate, Uixticihuatl, Transparent thoughts, Oxomoco, Tonatiuh, et. Al.	Winter 2022
<i>Under \$500 MAP</i>	Transparent thoughts/yei ozomatli	Winter 2022
<i>Cista Arts: A Moment in Time (UK)</i>	Transparencies in Time: Transparent thoughts, Uixticihuatl, Words lacerate, Oxomoco, Tonatiuh	January 2023 online
<i>2023 SYRCL's Wild & Scenic Film Festival</i>	Words lacerate, Oxomoco, Transparent thoughts	February 15 th to March 15 th 2023
<i>Project Anywhere 2023 (AUS)</i>	Transparencies in Time:	Virtual exhibition
<i>2023 Academy Center of the Arts Annual National Juried Art Exhibition</i>	Oxomoco	April 7 th to May 4 th 2023
<i>934 Gallery Invisible Threads</i>	Transparencies in Time: Desert Sands & Death Throws	April 2023
<i>Layers from Within@Walters</i>	Transparencies in Time: Desert Sands & Death Throws	February 2024
<i>BLOOM! Gallery Aferro</i>	Words lacerate, Uixticihuatl, Transparent thoughts, Oxomoco & Tonatiuh	May 2023
<i>POP! Original Artwork Aurora IL</i>	Transparencies in Time:	June 2 nd to July 15 th 2023
<i>PACC 2023 Exhibition Gallery III/Back Gallery (OK City)</i>	Transparencies in Time [16 Clear Acrylic Frames]	June 2 nd to June 30 th 2023
<i>2023 AAmA Album (Lisboa, Portugal)</i>	Oxomoco, Uixticihutl, So this was weaved	July, 2 nd 2023
<i>Big Art Show 2023 (UK)</i>	Words lacerate, Uixticihuatl, Transparent thoughts, Oxomoco, Tonatiuh	Summer & Fall 2023
<i>ArtAxis 2023 (Ukraine)</i>	Transparencies in Time:	Summer & Fall 2023
<i>The Foster Gallery "Exchange":</i>	Transparencies in Time: University of Wisconsin-Eau Claire	September 8-October 4 2023

<i>dialogues between poetry and art"</i>		
<i>Tangled Roots 2023 Exhibition</i>	Transparencies in Time:	August to September 2023
<i>VTCSOM Exhibit 2023 Our World Village</i>	Films	September 2023
<i>Art for Life 2023 Silent Auction</i>	Transparencies in Time:	October 2023
<i>AmoA Biennial 600 Amarillo, TX</i>	Transparencies in Time: Films	October 14 th to December 31 st , 2023
<i>The Salon des Refuses New Zone Gallery, Eugene OR</i>	Transparencies in Time:	Fall 2023
<i>ARTventure 2023 Costa Mesa CA</i>	Transparencies in Time:	October 27 th to November 5 th 2023 NHCC https://youtu.be/vS61_EPOfIE
<i>'A Space For Change @ Meta Space Gallery'</i>	Transparencies in Time:	Digital Gallery UK
<i>Hygienic Art Exhibition</i>	Transparencies in Time: [20]	November 2023
<i>Drift: Silverwood Park</i>	Uixticihuatl & Transparent thoughts	November 2023
<i>UNDER \$500 Baltimore, MD</i>	Transparencies in Time: [Online]	November 2023
<i>Exhibit 2024 City of San Ramon</i>	Expose: Transparencies in Time	February 2024
<i>WAITING (an Advent exhibition) UK</i>	Transparencies in Time [Exhibition & Audio Adaptation]	Winter 2023
<i>Miami Art Week 2023 UK</i>	Transparencies in Time	Winter 2023
<i>Precious Things Exhibition FL</i>	Films: We Still Call It	January 2024
<i>Unbound Visual Arts MA</i>	Desert Sands (MS): Audio-Visual Complete Exhibition	January 28 th to February 28 th , 2024
<i>WHA! Celebrating Diversity 2024</i>	Oxomoco	February 8 th to March 3 rd , 2024
<i>2024 Oregon Fringe Festival; Southern Oregon University</i>	Death Throws (MS); Dream Images (MS); Desert Sands (MS): Audio-Visual Complete Exhibition	April 24th to April 28th, 2024

Fiscal Sponsor

<i>Institute For Education, Research, and Scholarship</i>	Fiscal Sponsor: Professor Newton Lee for Opportunity Fund Grant in Charlotte Arts & Culture	2023-2024
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Grants

<i>Center for Cultural Innovation</i>	Grant/California Relief Fund for Artists and Cultural Practitioners	September 29th 2020
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Public Art

<i>Public Art/ Sculpture Kirkland, WA</i>	Transparencies in Time: Park Lane Outdoor Sculpture	Installed Jan. 2023 to Oct. 2023 https://www.kirklandwa.gov/Government/City-Managers-Office/Public-Art-in-Kirkland/Park-Lane-Outdoor-Sculpture-Gallery
<i>Public Art/Sculpture Bellevue, WA</i>	Transparencies in Time: Sculpture-on-Loan	Commission September 2023 to May 2024
<i>Public Art Outdoor Sculpture/Installation on Columbia City, WA</i>	Sculpture/Panels/Window & Stationary Installation (s) Transparencies in Time: Permanent and temporary	Fall/Winter 2023
<i>Cultural Currents Sculpture Project, City of Eugene OR</i>	Sculpture: Transparencies in Time	October 2023 to May 2024 https://www.eugene-or.gov/4432/Art-Installations?aa_piece=transparencies-in-time-cuahpohualli https://youtu.be/oSra7XK6SXE
<i>City of Watertown; Community Sculpture Walk, Watertown MA</i>	Sculpture on Loan: Transparencies in Time Variation 1	April 30th, 2024 to April 30th, 2026

Scholarships

<i>Hudson Valley Writers Center</i>	Poetry Workshop: The Poem Under the Poem	October 24 th 2021
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Artwork Title	The incredible beigness of light, Aardvark						Artist B-1	
Artwork Dimensions	H	5' 8"	W	3' 4"	D	3' 4"	Heavy Equipment Required	No
Artwork Description	Aardvark, constructed of concrete, imbedded light reflective glass balls, and stainless steel sphere. Piece will be bolted to base.							
Artist Experience	See Resume below							

Artwork Photos/Sketches:



Artwork Title	The incredible beigness of light, Timekeeper							Artist B-2	
Artwork Dimensions	H	6' 11"	W	2'	D	2'	Heavy Equipment Required		No
Artwork Description	Constructed of concrete, imbedded light reflective glass balls, and acrylic convex mirror. Work will be bolted to base. Universal time receptor.								
Artist Experience	See Resume below								

Artwork Photos/Sketches:

Artwork Title	Guardian						Artist B-3	
Artwork Dimensions	H	3' 6"	W	2' 10"	D	5' 3"	Heavy Equipment Required	No
Artwork Description	Constructed of concrete, imbedded light reflective glass balls, Aluminum. Work will be bolted to base. This is an imaginary creature, inspired by Tibetan, good fortune baby dragon.							
Artist Experience	See Resume below							

Artwork Photos/Sketches:





Artist B1-3 Experience Continued See Resume Below



Page 1

EDUCATION:

1981 MFA, Rutgers University, New Brunswick, New Jersey
1979 BFA, Alfred University, Alfred, New York
1971 Dayton Art Institute, Dayton, Ohio

POSITIONS HELD:

1982 - Professor, University of Wisconsin-Madison

COMMISSIONS:

2011 University of Wisconsin, Parkside, " The Rita" New performing Arts center,
2011 Cast Glass Gates, Fitchburg Library , Fitchburg Wisconsin
2009 Kohl Center Promenade , 12 light towers for Kohl center
2008 Direct Purchase, Glass Sculpture University Of Wisconsin, Stevens Point
2008 Direct Purchase, Glass Sculpture University Of Wisconsin, Green Bay
2007 Riverside Medical Clinic, Informational light Sculpture, Riverside Ca.
2006 Milwaukee Riverwalk Arches project, Milwaukee Wi.
2003 Stonecreek Coffee Out door Sculpture Milwaukee Wi.
2003 Washington Park Library Milwaukee Wi. Blown Glass Sculpture
2002 Johnson Bank, Madison Wisconsin , Cast Glass Wall
2001 Ivory Tusk project , " Topiary Lucere " Marriott Hotel Entrance, Milwaukee,Wi.
2001 Wilson Performing Arts Center, , Brookfield Wi.
2000 Ocean Public library , Birds in Flight Fiber optic Sculpture, Oceanside, Ca.
2000 Vilas Fellowship, University of Wisconsin, Graduate School
2000 Creative Arts Award, University of Wi. Arts Consortium
1999 Milwaukee Public Library , Mosaic Floor , Asaraton, Unswept floor
1998 Pier Walk , Monumental Sculpture Exhibition , Navy Pier Chicago. Ill
1999 Milwaukee Public Library " ok. ready for Zora"
1998 Lopez Veterans Nursing Home , Land o lakes Fla. Outdoor Sculpture
1998 Wisconsin Housing and Economical Development Association Board Room
1997 Grainger School of Business. University of Wisconsin, Madison
1994 Commission, Created the Governor's Award for the Wisconsin Foundation for the Arts
1994 Commission, glass cast wall, Salamon-Scheter School, Cleveland, Ohio
1994 State of Wisconsin Artists Fellowship Award
1993 Glass Commission, Auto Glass Specialities, Madison, Wisconsin
1992-93 Graduate School Research Grant, University of Wisconsin-Madison
1992 Belfaire Residential Treatment Center, Outdoor Sculpture
1991 City of Milwaukee, Fire Station #23, Outdoor Sculpture, "Gear," Milwaukee, Wisconsin
1991 Madison Central Monttessori School, Entrance Archway, Madison, Wisconsin
1989 Graduate School Research Grant, University of Wisconsin-Madison
1988-89 Sculpture Commission, University of Wisconsin-Platteville
1988 Award for Sculpture, First Annual Art Open, Sacramento Art Center
1989 1988 Graduate School Research Grant, University of Wisconsin-Madison
1987 Award for Sculpture, Wisconsin Painters and Sculptors Biannual 1986-87 Graduate
School Research Grant, University of Wisconsin-Madison
1986 Glass Piece for City of Madison, to be presented to sister city, Oslo, Norway
1985-86 Graduate School Research Grant, University of Wisconsin-Madison
1984-85 Graduate School Research Grant, University of Wisconsin-Madison
1984 Dr. Robert Feldman, Neurosurgery Center, Santa Fe, New Mexico (permanent collection)
1982-83 New Jersey Artists Fellowship
1982 "Players Series", Rutgers University (permanent collection)
1981 Wall Mural, Franklin Public Library, Franklin, New Jersey

Artwork Title	Strumming My Life Away							Artist C-1
Artwork Dimensions	H	7' 10"	W	4' 7"	D	3' 11"	Heavy Equipment Required	Yes
Artwork Description	Porcine creature happily playing a banjo. Materials: Rusted metal and found objects. Install: Installed 4 bolts anchoring to cement pad. Need crane for install. 500#s							
Artist Experience	See Resume below							

Artwork Photos/Sketches:



Artwork Title	InnerHerSpace							Artist C-2	
Artwork Dimensions	H	9' 9"	W	5' 8"	D	4'	Heavy Equipment Required		Yes
Artwork Description	Kinetic stainless steel. Installed 3 bolts anchoring to cement pad. Need crane for install. 2000#s								
Artist Experience	See Resume below								

Artwork Photos/Sketches:



Artwork Title	Community Relations						Artist C-3
Artwork Dimensions	H	17'	W	7' 8"	D	5'	Heavy Equipment Required
Artwork Description	Rusted metal with kinetic stainless steel element and rocks. Installed 4 bolts anchoring to cement pad. Need crane for install. 34x 34 base, weighs 1,100#						
Artist Experience	See Resume below						

Artwork Photos/Sketches:



Artwork Title	My Space In The World							Artist C-4
Artwork Dimensions	H	13' 3"	W	7' 4"	D	3' 3"	Heavy Equipment Required	Yes
Artwork Description	Rusted metal and found objects. Large concave circle with 2 human figures. Installed 4 bolts anchoring to cement pad. Need crane for install. 2,000#s							
Artist Experience	See Resume below							

Artwork Photos/Sketches:

Artwork Title	RocknRoll						Artist C-5	
Artwork Dimensions	H	15' 9"	W	7' 4"	D	3'	Heavy Equipment Required	Yes
Artwork Description	Rusted metal with a rock in the centered negative space. Installed 4 bolts anchoring to cement pad. Need crane for install. 1,8000 #s							
Artist Experience	See Resume below							

Artwork Photos/Sketches:



Previous Work Examples



Artist Experience See Resume Below Artist C-1 – C-5**Objective**

To create metal sculptures that stimulate conversation and evoke emotional response.

I am profoundly influenced by the lines found in nature and frequently incorporate found objects of biomorphic or geometric shape to create my artwork. I work primarily in mild steel – stainless and aluminum – also utilizing copper, bronze, corten, concrete, bone, glass, stone, plastic and wood.

Exhibits

- West Bend Art Museum – “From Found Objects to Fine Art” 1993
- Paine Art Centre – “Contemporary Sculpture Infiltrates Paines’ White Garden” 1998
- West Bend Art Museum 1999
- Quad Cities – 2008, 2009, 2011 and present
- Kenosha Community Foundation – 2010 to present
- Merton Town Hall Library – 2020
- Grill Junkies – 2017 to 2020
- Acre of Art – 2019 to present
- Riverfront Sculpture Walk Rockford, IL – 2018 to present
- Art in Hart Park – 2018, 2019
- Our Savior’s Lutheran – 2000 to 2021
- Spectacular Sculpture Garden – 1989 to present
- Ames Iowa Sculpture Walk – 2018, 2019
- Kenosha Harbor Park, Kenosha, WI – 2022
- Green Bay Rotating Art Program, Green Bay, WI – 2022
- Cappert Art Gallery, Door County, WI - 2022

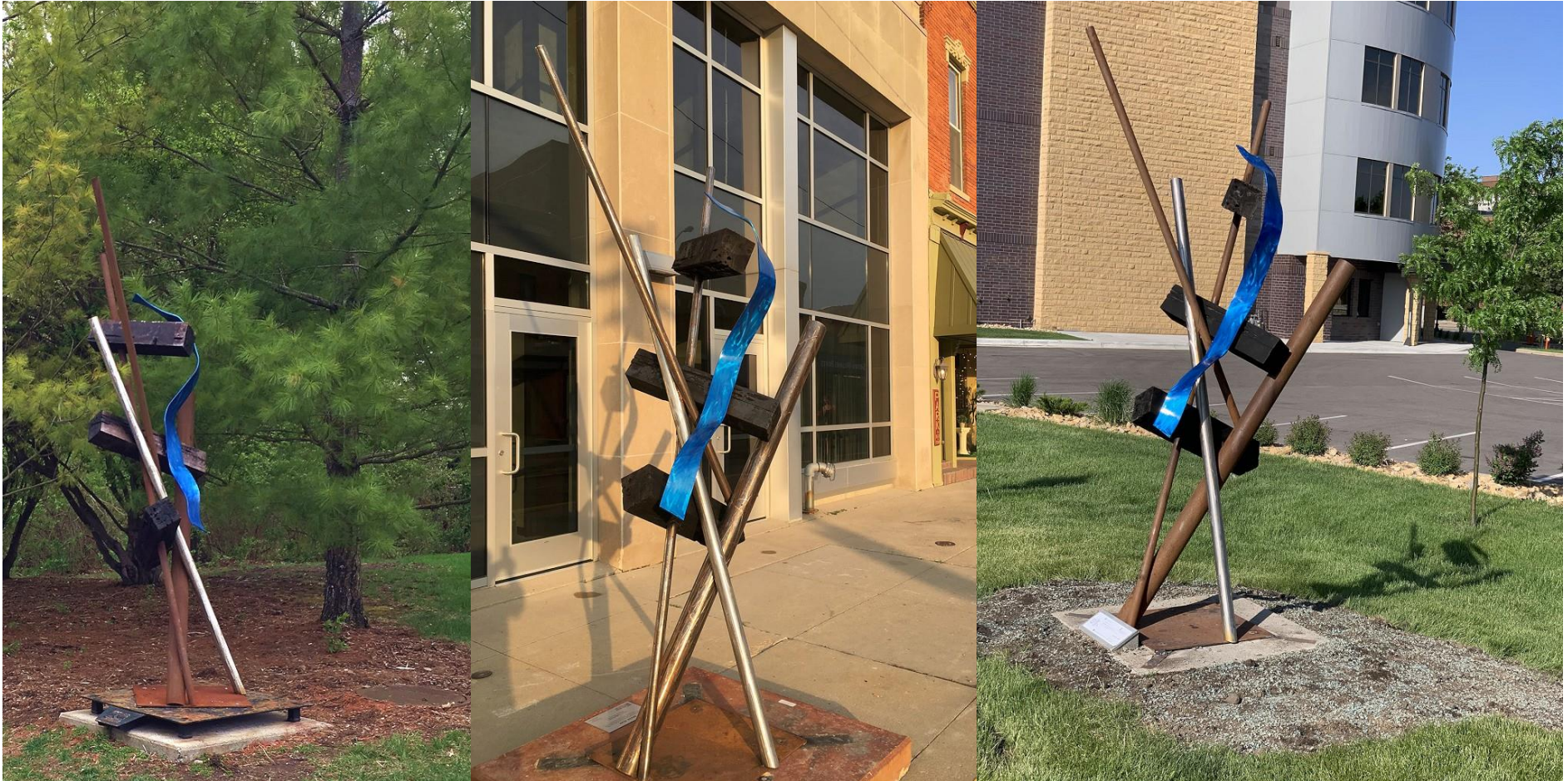
Collections

- University Wisconsin Madison – Babcock Hall and Primate Research Facility
- Lake Front Brewery – Milwaukee
- Wisconsin Department of Public Instruction – Madison
- Bettendorf Municipal Police Services - Iowa
- Figge Art Museum – Davenport, Iowa
- West Bend Insurance Company
- McDonald’s Corporation, Brookfield – 2006, Menomonee Falls – 2007
- Bonnie Lynn Acres Foundation
- Hartford Union High School District

Collections Continued

- St. Charles School, Watertown
- North Lake Elementary School
- University of Wisconsin – Oshkosh
- Greenfield High School – Greenfield
- Bayside Elementary School – Bayside
- Tools Inc.
- United Recycling LLC
- Artist in Residence - Collaborated with students at nine schools to create sculpture on permanent display
- Ziegler Investments, Chicago
- River’s Edge, Waukesha
- Pauline Haas Library, Sussex
- Town Hall Library, North Lake
- Rockford Riverfront Sculpture Walk permanent
- Kenosha Harbor Park, Kenosha, WI
- Fiddlehead Coffee Shop (3 locations) Milwaukee, Shorewood, Grafton

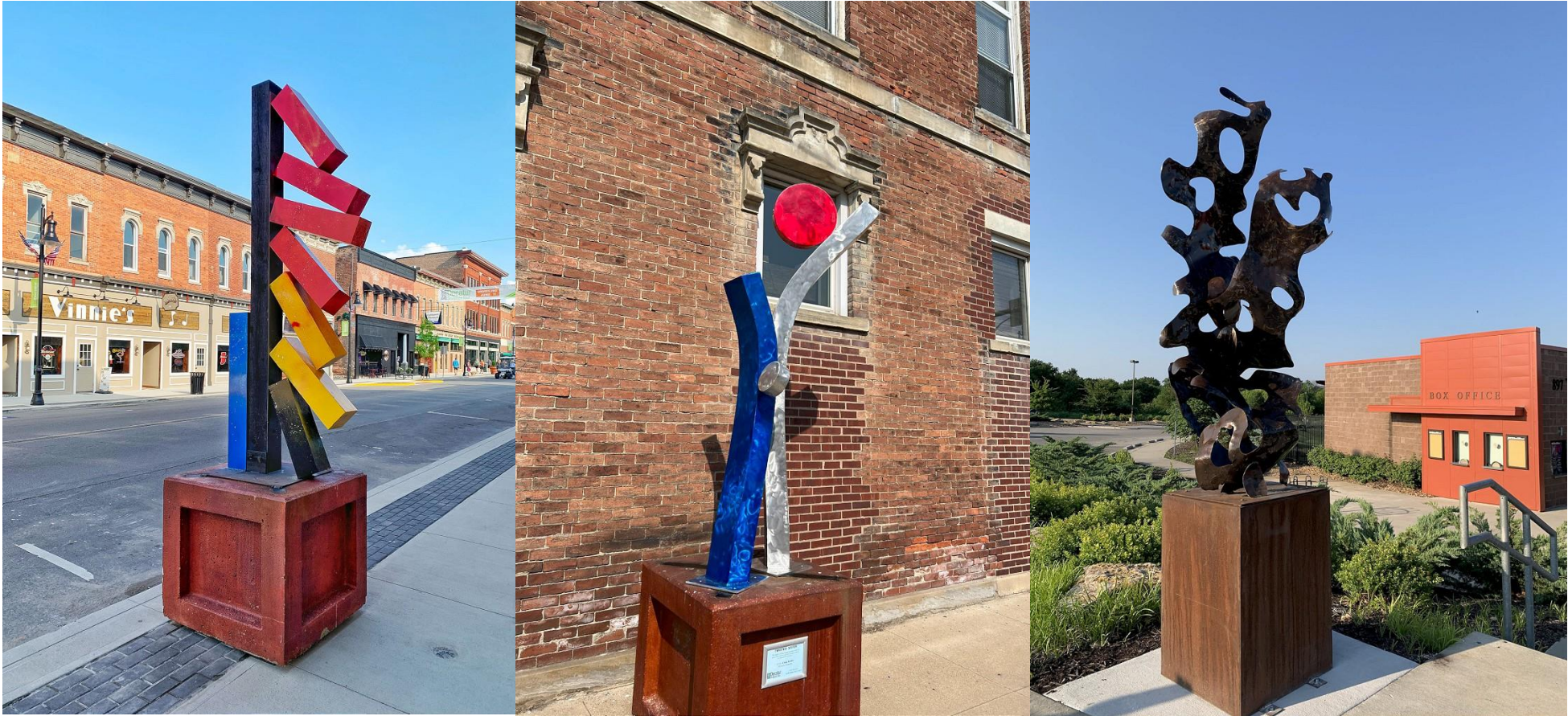
Artwork Title	<i>River Run</i>						Artist D-1	
Artwork Dimensions	H	9'	W	3'	D	4'	Heavy Equipment Required	No
Artwork Description	Tumbling flows of rushing water push their way to the sea. The river runs wild and imbues the land with myriad topographies. To be free like the river. Materials: Steel, stainless steel, aluminum, cedar Installation: Bolted to a concrete pad							
Artist Experience	12+ years as a public sculptor. See resume below							

Artwork Photos/Sketches:

Artwork Title	Drip Edge							Artist D-2	
Artwork Dimensions	H	9'	W	2'	D	2'	Heavy Equipment Required		No
Artwork Description	Cubes. Exploded. Stacked. Painted. Tumbling. Materials: Painted Steel Installation: bolt to a concrete pad NOTE: comes with a unique steel pedestal (everything looks better elevated)								
Artist Experience	12+ years as a public sculptor. See resume below								

Artwork Photos/Sketches:





Artist Experience Continued See Resume Below

Public/Private Art Commissions, Exhibits & Shows

Reflexion Columbia Heights MN Monumental sculpture 16' tall. Budget \$25,000 Installed October 2022

REST City of Lakeville MN Bench. Budget \$3,000 Installed October 2022

Armonie City of Plymouth MN Monumental sculpture 14' tall. Budget \$20,000 Installed June 2022

Nielsen Memorial Northfield Hospital. Design, build and install wall piece. Budget: \$5000. Installed July 2021

Effervescent City of Eagan MN Monumental steel sculpture 14' tall. Budget \$20,000 Installed November 2020

Moment of Tangency Bridgewater Bank Monumental steel sculpture 20' tall. Budget \$40,000 Installed June 2020

Blushia Bower/Hiccup Midwest Special Services. Community-based design, build and install two benches comprised of white oak, granite, stainless steel and copper. Budget: \$13,000. Installed August 2018

Aerodynamic City of Eagan. A community bench made of spalted maple and solid aluminum. Budget: \$5,000. Installed June 2018

Gaia's Whispering Hand Minnesota Landscape Arboretum Design, build and install a 16' steel and cedar sculpture for the Amazing Spaces, Places and Escapes display. Installed May 2017

Northfield Hospital Wall of Honor Northfield, MN Design, build and install at the hospital a truly artistic wall of honor. Budget: \$17,000. Installed December 2016

Tangoed Up in Blue Albuquerque, NM Design, fabricate and install sculpture at private residence. Budget: \$12,000. Installed October 2016

La Corbu Minnetonka, MN. Design, build and install weathering steel planters and bench. Budget: \$5000. Installed Summer 2016

Vinedresser Sykkel Hus Minneapolis, MN. Design, build and install a timber frame lodge for bicycles. Commission: \$11,000. Installed Summer 2016

Shortlisted for final consideration: Bemidji State University (\$50K), Eagan Bench (\$3K) and Eagan Parking Garage (\$18K), Embrace (\$25K) and Green Seekers (\$27K) Oro Valley, Arizona.

Public Sculpture Programs 2022 – 2023

Twisted Sister: Decatur, IN

Ascending Perspectives: Brentwood, MO

Sweet Pops of Brilliance: Hutchinson, MN

Azure Cascades: Mt. Clemens, MI

Xuberant! III: Mankato MN and Kenosha, WI

High Fliers: Sioux Falls, SD

TipSee: Urbana, IL and Mason City, IA

Here Be Dragons: Hopkins, MN

Dolce Gaia Plymouth, MN. Conceptualized, designed, built and installed landscape sculpture at private residence on Medicine Lake. Budget \$10,000 Installed July 2015

Sagacious Cuspidus Eagan, MN. Conceptualized, designed, built and installed a unique wall sculpture for Now Care Dental office. Budget \$4200 Installed July 2015

Vena Kathedra - A sculpture in 7 benches, fire and water features and fence CardioVascular Systems, Inc. New Brighton, MN. Budget \$90,000 Installed May 2015

Family Time on the Sofa Naples, FL. Design, build and install. Commission: \$5500. Installed February 2016

Flight of Dreams Vidya High School Gurgaon, INDIA. Conceptualized, designed and fabricated an iconic sculpture with 21 tenth grade Indian students for Vidya's Underprivileged Children Program in Delhi/Gurgaon India. January 2015

Maelstrom del Diablo: Alamo, CA. Budget \$6300 Installed November 2014

Memberships

Society of Minnesota Sculptors, Guild of Metalsmiths, Vesper, Minnetonka Center for the Arts, FOCI (Minnesota Center for Glass)

Education

Vesper Atelier - Public Art/Sculpture

University of California, Irvine – Multimedia

University of Michigan – B.B.A. in Marketing

United States Air Force Academy – Engineering

Artwork Title	Bodhi						Artist E-1	
Artwork Dimensions	H	24"	W	10 "	D	10"	Heavy Equipment Required	No
Artwork Description	Bodhi, 2021, Bronze Bodhi is an attempt to elevate the overlooked object into something of importance. A found burnt log that was been lifted and built upon and rendered in bronze. The Bodhi tree helped to elevate the buddha to enlightenment just as the cast materials help elevate the found object							
Artist Experience	See Resume below							

Artwork Photos/Sketches:



Artwork Title	<i>Imbolc</i>						Artist E-2	
Artwork Dimensions	H	19"	W	9"	D	9"	Heavy Equipment Required	No
Artwork Description	Imbolc, 2018, Bronze Imbolc is an ancient holiday that is between the winter solstice and the spring equinox. It is a celebration of balance and an opportunity to look forward to the coming season. This sculpture is a balance of found and made object with a union of modernist and classical forms. It straddles various lines in an attempt to find a balance of values and unity							
Artist Experience	See Resume below							

Artwork Photos/Sketches:

Previous Work Examples Artist E1 – E2



Artist Experience Continued See Resume Below



EDUCATION**Weber State University**, Ogden, UT**BFA**, Studio Art, 3D Media, 2015

Thesis: “Dredge” Committee: Profs. Matthew Choberka, Angelica Pagel, Jason Manley, Zach Winegar, Naseem Banergi, Stephen Walokowitz, Molly Morin, Jim Jacobs

TEACHING EXPERIENCE

- **Imagine Music**, Guitar Teacher, 2018-Current
- **Salt Lake County Library System (All Branches)**, Carving Demonstrations, 2014
- **FOX13**, On-air Carving Demonstrations, 2016, 2017
- **KSL**, On-air Carving Demonstrations, 2016
- **Channel 2**, On-air Carving Demonstrations, 2014
- **BladeHQ**, On-air Carving Demonstrations, 2014

COMMISSIONS

- **“Castle Inveruglas”, 20ft. x 20ft. x 12ft. 2015**, West Haven, UT, **Preston McFarland**
- **“Cobos”, 84x30x48**, Ogden, UT **Elaine Cobos**
- **“Logo Sculpture Carving” 12x15x12**, Ogden, UT, **Grounds For Coffee**
- **“Logo Sculpture Carving” 12x15x12**, Ogden, UT, **Wing Stop**
- **“Logo Sculpture Carving” 12x15x12**, Ogden, UT, **Greek Souvlaki**
- **“Logo Sculpture Carving” 12x15x12**, Ogden, UT, **Olive and Dalia**
- **“Logo Sculpture Carving” 12x15x12**, Ogden, UT, **La Ferrovia**

PERMANENT INSTALLATIONS

- **“Relic”, Ogden, UT, Lucky Slice Pizza**
- **“Cobos”, 84x30x48**, Ogden, UT **Elaine Cobos**

PRESS/ MEDIA

- **FOX13, Big Buddha Interview**, 2016
- **KSL, Carving Demonstration**, 2016
- **Channel 2, Carving Demonstration**, 2014
- **FOX13, The Place Primary Children’s Hospital Segment**, 2017
- **BladeHQ, Promotional Segment**, 2014
- **The Food Network, Requests for on-air**, 2011, 2014, 2018, 2021, 2022

RESIDENCIES

- **Artist In Residence, Dallas, TX**, Fall 2022, Fall 2023, **Pumpkin Nights**
- **Artist In Residence, Salt Lake City, UT**, Fall 2017, Fall 2018, Fall 2019 **Pumpkin Nights**

PROFESSIONAL EXPERIENCE**Baer Bronze Fine Art Foundry, 2016 -2020**, Springville, UT, **Mold Technician**

- Silicone and plaster mold creation.
- Mold creation for many contemporary artists including Bryce Pettit, Paul Rhymer, Jeff Wolfe, Michael Aaron Hall, Benjamin Victor.

Big Statues, May 2020- July 2020, Provo, UT, **Studio Hand**

- Mold creation
- Assist with sculpture

Metropolis, July 2021- Nov 2023, North Salt Lake, UT, **Model Maker**

- Cleanup 3D prints
- Build molds
- Cast resin

Internship Ron Eye, 2014, Vernal, UT, **Chainsaw Carving**

- Learned carving techniques from world champion chainsaw carver.

Artwork Title	Veriticide III						Artist F-1	
Artwork Dimensions	H	7' 5"	W	1' 6"	D	1' 6"	Heavy Equipment Required	No
Artwork Description	Fabricated aluminum sculpture mounted atop concrete pedestal base. Sculpture is bolted onto pedestal and Pedestal will have a Stainless Steel plate affixed to the bottom to facilitate bolting onto concrete pad.							
Artist Experience	Please view artist resume below for more info.							

Artwork Photos/Sketches:



Previous Work Examples Artist F



Artist Experience Continued See Resume Below



Artist F Resume**Page 1****EDUCATION:**

Wheaton College BA
Fuller Theological Seminary MA

MUSEUM COLLECTIONS:

Sioux City Art Museum purchased “Synaptic sinew V” for their outdoor sculpture collection 2018
Peoria Riverfront Museum leased “Inuit’s Bone Sequi” for their permanent outdoor collection 2020
Sioux City Art Museum purchased “Flint III” for their permanent indoor collection 2019

PUBLIC COMMISSIONS:

Village of Biscayne Park	Biscayne Park, FL	2010
Chamber of Commerce	Eau Claire, WI	2021

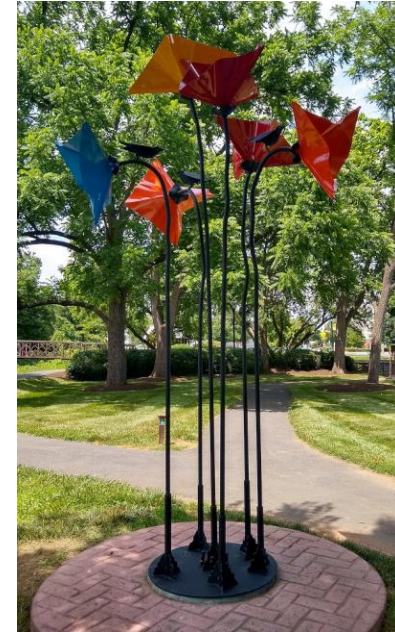
EXHIBITIONS:

Art On the River	(Juried: “Cosmic Slot”)	Dubuque IA 2023-24
Milwaukee River Walk	(Donation to City: “Epiphanic Recurve Redux”)	Milwaukee 2023
Webster City Arts	(Juried “Solo Spyro”)	Webster City IA 2022-23
Green Bay Downtown Arts	(Juried “CircumZoidal V”)	Green Bay WI 2022-23
Peoria Riverfront Museum	(Purchase... Inuit’s Bone Sequi)	Peoria IL 2019
Sioux City Art Center (indoor sculptures 1968-1989) “Light, Space & Metaphor”		Sioux City 2019
Monona Terrace Convention Center (Cosmic Slot & “Solo Spyro by invitation)		Madison WI 2018
Sculpt Siouxland	(Purchase...Synaptic Sinew Sequis V by Juri	Sioux City IA 2017
Artisan Forge Sculpture Park	(Solar Synapse, Misere Justorum Invitation)	Eau Claire WI 2016-2018
Scoville Sculpture Park	(Circum Zoidal V by Juried)	Decatur Illinois 2016-2018
Sculpture Walk	(Synaptic Sinew V by Juried)	Peoria IL 2016-2017
Cliff Dwellers Arts Club	(8 table top sculptures by Invitation)	Chicago March 2016
Timothy Cobb fine Arts Gallery (Duplex Vector by Invitation)		Milwaukee WI 2015
Timothy Cobb Fine Arts Gallery (Shard Olduvai by invitation in Marshall Bldg.)		Milwaukee WI 2015
Timothy Cobb Fine Arts Gallery (Cosmic Slot by Invitation in Marshall Bldg.)		Milwaukee WI 2015
Sculpture Walk	(Inuit’s Bone & Circumzoidal by Juried)	Sioux Falls, SD 2013-2015
Clearwater, Downtown	(Synaptic Sinew Sequi V by Juried)	Clearwater FL 2012-2014
Miami Country Day School	(Monolith Mantra V by Purchase)	North Miami FL 2011
Cardinal Stritch University	(Solar Synapse by invitation)	Milwaukee 2010-2016

Page 2

Village of Biscayne Park	(Triax Alpha V by Commission)	Biscayne Park, FL 2010
Leicester University	(Synaptic Sinew V by Invitation)	Leicester, England 2010
Cardinal Stritch University	(Miseria Justorum by invitation)	Milwaukee 2009-2016
Art Rouge Gallery “Sculpt Miami”	(Synaptic Sinew V & Circumzoidal V by Invitation)	Miami 2009-10
Art on the River	(Monolith Mantra V by Juried)	Dubuque IA 2009-2010
Quad City Arts	(Inuit’s Bone & CircumZoidal V by Juried)	Davenport IA 2009-2011
Milwaukee Riverwalk	(Inuit’s Bone Sequis by Invitation)	Milwaukee 2008-2009
Art Rouge Gallery “Sculpt Miami	(Synaptic Sinew V & CircumZoidal V, Invitation)	Miami 2008-2009
Sandra Neustadter Gallery	(Group /indoor sculptures by Invitation)	Delray Beach FL 2008-16
Salem Art Works	(Solar Synapse by Invitation)	Salem, NY 2008-2009
Downtown Sculpture Partnership	(Monolith Mantra V by Juried)	Colorado Springs, CO 2007-2008
Flossmore Art Downtown installation	(Miseria Justorum by Juried)	Flossmore, IL 2007-2010
Catalano Park Installation	(Miseria Justorum by Invitation)	Milwaukee, WI 2004-2006
Illinois Institute of Technology	(Furniture & table top sculpts by Invitation)	Chicago, IL 2006
Niemi Sculpture Gallery	(Table top sculptures by Invitation)	Kenosha, WI 2005-2006
Old Dominion Sculpture Expo	(Inuits Bone by Invitation)	San Antonio, TX 2003=2004
Bethel University Olson Gallery	(20 year Retrospective)	St. Paul, MN 2003
Cima Gallery	(Table-top sculptures by Invitation)	West Palm Beach FL 2002-03
Art in Downtown Installation	(Inuit’s Bone by Juried)	Ft. Lauderdale, FL 2001-2003
Convergence XI (International)	(Inuits Bone by Juried)	Providence RI 2002-2003
Convergence X (International)	(Solar Synapse by Juried)	Providence RI 1998-2001
Rockville Civic Center Park	(Sizzle Swizzle Sequis by Juried)	Rockville, MD 1997-1998
Pierwalk ’97 (International)	(Solar Synapse Juried for Navy Pier)	Chicago, IL 1997
Convergence IX International	(Epiphanic Recurve Redux Commission)	Providence RI 1996-1998
Softworks LLC	(Verticil Intersect Sequis I Purchase)	Thiensville WI 1996
West Palm Beach Armory	(Epiphanic Recurve Redux I Juried)	West Palm Beach, FL 1995-96
Ann Norton Sculpture Garden	(Verticil Intercept I by Juried)	West Palm Beach, FL 1995-96
Royal Palm Sculpture Garden	(Verticil Intercept I by Juried)	Vero Beach, FL 1993-94
South Bend Reg. Art Museum (Merit Award)	(Verticil Intercept I by Juried)	South Bend, IN 1992
St John’s Uihlein Peter’s Gallery	(Verticil Intercept I by Juried)	Milwaukee, WI 1992
Edgewood Orchard Gallery	(Poly-Resin sculptures by Invitation)	Fish Creek, WI 1988
Chicago International Expo (Struve Gallery)	(Exhibited Triplex Vector & Shard Oldevai)	Chicago, IL 1988
Chicago International Expo (Struve Gallery)	(Exhibited Atomics Impalures)	Chicago, IL 1987
Michael Lord Gallery	(Group Exhibition Poly-Resin Sculptures)	Milwaukee, WI 1984
Beasley Gallery	(Solo sculpture Exhibition Acrylic Sculptures)	San Diego, CA 1981
Dubbins Gallery	(Solo Sculpture Exhibition Acrylic Sculptures)	Los Angeles, CA 1980

Artwork Title	<i>Lush Life</i>						Artist G-1	
Artwork Dimensions	H	10'	W	4'	D	4'	Heavy Equipment Required	No
Artwork Description	General Information about the sculpture: These are very tall and very large bright-colored flowers. The tallest ones are almost 10 feet tall. They are made of mild steel, then powder coated. I made these flowers by cutting and folding flat pieces of steel in the same way you might fold paper using origami. I think of flowers as small things and people as large things in comparison. I tried to change that relationship, so the flowers are large, and you and I seem small. I left out a lot of details on the flowers. They are very simple, but you can still understand them as flowers. I hoped people would be attracted to the flowers, look up, and be surprised and a little happier for seeing them. I welded steel birds to some of the flower stems. They look lively, as if they are just landing and could fly away any moment. These add some more movement and interest to the piece. The whole sculpture is about feeling good. I invite everyone to look up and see these extra-large and extra bright flowers and feel joy. Installing the sculpture: The installation is designed to keep the flowers upright in different weather conditions: rain, wind, snow. I place each flower and stem into a slightly larger diameter pipe welded to a steel base. To make sure the flowers remain upright, I weld three gussets to each of the (slightly larger) pipes welded to the base. Each stem has a steel rod inside the lower four feet. This ensures the stems stay upright should a viewer pull on the stem. The stems are held in one place using a bolt. They will not turn. The steel base is attached to a concrete pad in one of two ways: if you have existing bolts in your concrete pads, I will drill holes in the base to match your bolt pattern; if you do not have existing bolts, I will bring Redhead bolts to attach the base to the concrete pad. I would like at least one person to help me install the sculpture. I would also need electricity to drill holes for the Redhead bolts.							
Artist Experience	Artist Resume located below							

Artwork Photos/Sketches:

Previous Work Examples



Artist G1 Resume Below



Artist G1 Resume**Page 1****Public Art**

2023

Take a Look Above You, 10' x 50" x 50" Clarksville MD*Flowers and Birds*, 9.5' x 40" x 40" Worcester MA*Lush Life 2*, 10' x 45" x 45" Fayetteville NC

2022

Oh Joy, 10' x 3' x 3' Leesburg VA*Let a Thousand Flowers Bloom*, Blue Springs MO*Bloom Where You're Planted*, 10' x 8' x 9' Frankfort KY*Blackbird Circle*, Apex NC

2021

Merry Tricksters, 12' x 7' x 7' forged and welded steel sculpture installed in the gardens of the Museum of the Shenandoah Valley, Winchester VA*This Land Was Made for You and Me*, sculpture of forged and welded lizards on rocks installed in the gardens of the Museum of the Shenandoah Valley, Winchester VA

2020

Blackbird Circle, 8' x 6' steel and copper sculpture installed in Fayetteville NC*Unbroken Circle Number 4*, 8' x 7' steel and copper sculpture installed in Raflo Park, Leesburg VA

2019

Unbroken Circle with Poppies, 8' x 7' steel and copper sculpture installed in the gardens of the Museum of the Shenandoah Valley, Winchester VA

2014

Growing Through the Changes, 15' x 10' Corten steel sculpture outside the city building, Muncie, IN*Walking on Bones*, Rotating History Project, Clermont Historical Farm, Berryville, VA, *Walking on Bones* moved to Blandy Experimental Farms and the Virginia Arboretum, VA
Quiet Circle, installed in Ball State University Orchid House, Ball State University Campus, Muncie IN

2011

The Listening Tree, Interactive carved tile mural for the Child Advocacy Center at Gresham Center, Muncie IN*Three Columns*, Blandy Experimental Farms and the Virginia Arboretum, VA

2004

Great Blue Heron, Creative Arts Center, Bluffton, IN**Selected Exhibitions***Colors of Autumn*, Kansas City Stockyards Gallery, Kansas City MO*Into the Woods*, Cultural Center of Cape Cod, MA*The HeART of the Book*, Artworks Loveland, Loveland CO*Serpents and Circles* Museum of the Shenandoah Valley VA (four-person exhibition)*Art at the Mill*, Millwood, VA*27th Annual International Exhibition on Animals in Art*, Louisiana School of Veterinary Medicine, Baton Rouge, LA - received Isaac Sachman Marx Memorial Award**Page 2***Wetlands* Grey Gallery Winchester VA and The Barns of Rose Hill, Berryville VA (one-person exhibit)*The Meadow* Museum of the Shenandoah Valley VA (one person exhibition)*Art at the Mill*, Millwood, VA*Circles and Birds* Gallery 308, Muncie IN (one person exhibition)*Art and Earth*, National Juried Exhibition Martinsburg, WV - received Honorable Mention*Thirteen Ways of Looking at a Blackbird Sculptural Installation* (one person exhibition) Winchester, VA*Art of Fire* Marygrove College, Detroit MI*Art for Change: Reuse, Reclaim, Renew* Muncie IN*Arts in Harmony 14th Annual National Art Show*, Elk River, MN*Open Space: Art About the Land*, Minnetrista Cultural Center, Muncie IN*2009 Potters Council Calendar* - My work was chosen for the month of September
Gardenworks, Fitton Center for the Arts, Hamilton, OH (three-person exhibition)*2nd Annual Animal Art Multi-Media Juried Exhibit* Mendocino, CA*All Media Exhibition*, Palos Verdes Art Center, Palos Verdes CA*Cooperstown Art Association 73rd Annual National*, Cooperstown, NY*Caught in the Act: Art and the Written Word*, Northbrook IL*28th Annual July National Exhibition 2008* Franklin Square Gallery, Southport, NC*65th Annual, Cedar City Art Exhibition* Cedar City Art Center Cedar City, UT*Gateway to Imagination*, Farmington NM*Sequim Arts Juried Exhibition*, Sequim, NM*The River, The Pond, The Land*, Gordy's Fine Art and Framing Muncie IN (two-person exhibition)*Wayne Art Center National Spring Open Juried Exhibition*, Wayne, PA*2007 Open Space: Art About the Land*, Minnetrista Center, Muncie, IN Purchase Award*25th Annual July National Exhibition* Franklin Square Gallery, Southport, NC*Smithtown Township Arts Council, St. James, NY STAC's 29th Annual Juried**Fine Arts Exhibition* Honorable Mention*7th Annual All Media International Juried Online Art Exhibition*,*Earth, Wheel and Fire International Juried Ceramics Exhibition*, International Museum of Art and Science, McAllen, TX*39th Annual Juried Mid-States Craft Exhibition*, Evansville Museum of Arts, History and Science, Evansville, IN*Fixed Flight: Dialogues About Growth*, Indiana University South Bend, South Bend, IN*National Society of Artists*, Sante Fe, TX, (three-person exhibition)*The World Council for Arts and Culture International Juried Exhibition*, San Francisco, CA*Gifts from the Earth: Feed the Body, Feed the Soul* Hamilton Art Center, Hamilton OH

First Place in Fine Craft Division

Smithtown Township Arts Council, St. James, NY, STAC's 29th Annual Juried Fine Arts Exhibition Honorable Mention*Holter Museum of Art ANA 33*, Helena MT*Art Association of Harrisburg 76th Annual Juried Exhibition*, Harrisburg PA, First Place in Sculpture and Ceramics Division*Midland Arts Association 2006 National Spring Juried Art Exhibition* Museum of the Southwest, Midland, TX*Celebrating Women: Their Strength and Vision*, Idaho State University Idaho State University Women's Studies Program*Annual Juried Mid-States Art Exhibition*, Evansville Museum of Arts, History, and Science, Evansville, IN*62nd Annual Wabash Valley Juried Exhibition* Swope Art Museum, Terre Haute, IN

Artwork Title	Bay Palm							Artist H-1
Artwork Dimensions	H	8'	W	3'	D	2' 6"	Heavy Equipment Required	No
Artwork Description	'Bay Palm' is a closed form fabrication of aluminum and can be bolted to a base.							
Artist Experience	See Resume below							

Artwork Photos/Sketches:





Artist H-1 Resume

RESUME

Partial list of public/corporate installations and commissions

All Saints Hospital – Racine WI

Wausau Hospital – Wausau WI

Miron Construction – Neenah WI

KI Convention Center – Green Bay WI

Grinnell College – Grinnell IA

Patricia Haase Public Library – Sussex WI

University of Wisconsin – Eau Claire, LaCrosse, Green Bay, Milwaukee and Madison

Neville public Museum – Green Bay WI

City of Green Bay – Green Bay WI

North Central Technical College – Wausau WI

Sanai Samaritan Hospital – Milwaukee WI

L.E. Jones Co. – Menominee MI

Humana Insurance – DePere WI

Epic Systems – Madison WI

Cuna Mutual Insurance – Madison WI

Holt Smith and Yates Advisors – Madison WI

Post Effects – Chicago IL

S.B. International – Nashville TN

AMOCO – Chicago IL

Warrenville Public Library – Warrenville IL

Northeast Wis. Technical College – Green Bay and Sturgeon Bay WI

Brooklyn Center High School - Brooklyn Center MN

Edgewood College – Madison WI

UW Stevens Point

Exhibitions

University of WI – Wisconsin Visual Artists Exhibit 1999

Charles Allis Art Museum – Milwaukee WI 1997

University of WI – Eau Claire WI – Metalwork Exhibit 1996

Wisconsin Visual Artists – Portrait Exhibit 1995

Art Annual – Neville Public Museum Green Bay WI 1991, 92, 95

49th Annual Colorado Springs Art Exhibit- Colorado Springs CO 1993

Gallery 10 Regional Juried Art Exhibit – Rockford IL 1993

AGA/Secura Insurance, 12th Annual Art Exhibit – Appleton WI 1992

Sculpture on the Plaza – St. John Uihlein Peters gallery – Milwaukee WI 1992

Shows/Featured

Dual Show – Riverside Art Center, Stevens Point WI 2008

Contemporary Art and Sculpture – Katie Gingrass Gallery, Milwaukee WI 2007

Solo Show – Monfort Gallery, Racine WI 2005

Solo Show – The Gift Itself, Green Bay WI 1997, 1999, 2004

Solo Show – University of Wisconsin, Oshkosh WI 2002

Shows/Featured

Abstract Sculpture Show – Katie Gingrass Gallery, Milwaukee WI 2001

Contemporary Group Exhibit – Katie Gingrass Gallery, Milwaukee WI 1999

Outdoor Sculpture Show – Birchstone Gallery, Egg Harbor WI 1998

Solo Show – Art Rage Gallery, Menominee MI 1998

Solo Show – Plymouth Art Foundation, Plymouth WI 1996

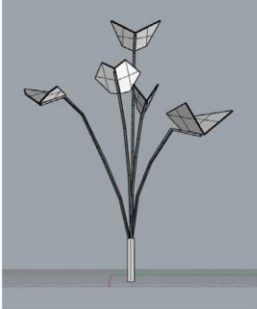
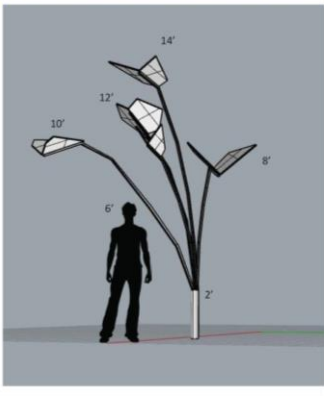
Solo Show- Harry Nohr Gallery, UW Wisconsin, Platteville 1995

Guest Exhibitor – 30th Annual Art Exhibit, Hardy Gallery, Ephraim WI 1992

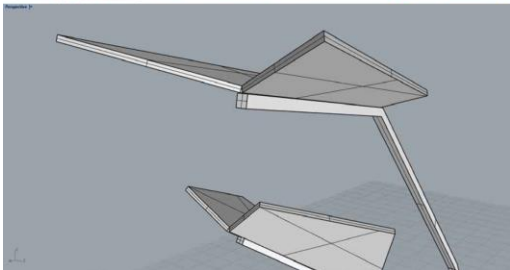
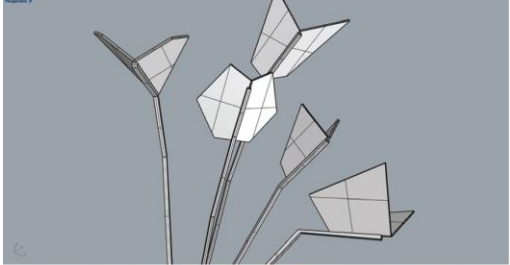
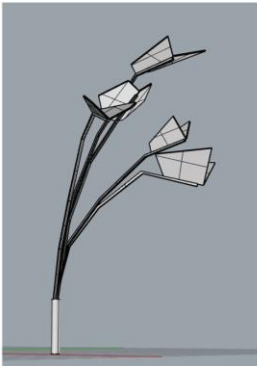
Numerous awards have been won over the years in exhibition and juried art fairs throughout the mid-west and work has found its way to over forty states, Canada, Switzerland, England, The Netherlands, Australia and Panama.

Artwork Title	Off World Butterflies							Artist I-1
Artwork Dimensions	H	10'	W	6'	D	5'	Heavy Equipment Required	No
Artwork Description	2024 marks a new year, and a brand new sculpture concept from Alien Artifact Studios, using printed designs on 1/2" MDO board attached to rebar stems reaching 10 ft high! Materials: Stems: ½" Welded Rebar Wings: CNC cut ½" MDO board with designs directly printed on using UV inks from a large format flatbed printer. Install: Secured to a concrete pad using 4, 4" concrete anchor bolts through 4 holes in each corner of a 16" x 16" x 1/2" thick steel base plate. I do this myself using a battery powered Hammer drill.							
Artist Experience	See Resume below							

Artwork Photos/Sketches:



Since this concept is absolutely brand new, I do not have pictures of it assembled and installed yet, but anticipate a welcome response to its fun and whimsical nature. Given my resounding track record the last five years installing similar work across the country in 36 states currently, I hope to have it up and photographed soon!



Sets of five butterflies each to choose from...



Artwork Title	<i>Ramis Arbor Sculptura, aka "Tree Branches"</i>						Artist I-2
Artwork Dimensions	H	8'	W	5'	D	4'	Heavy Equipment Required No
Artwork Description	Tree Branches is another adaptation of the Feather design, although more complex as I stray from the singular post and add "branches" sprouting from a main "trunk". In keeping with the Feather panel style, I use geometric shapes lined in black, with fields of swirling and fading colors inside. These colors repeat themselves in a kaleidoscope fashion, emanating from the center of each panel, and are symmetrical. They have a strong tie-dye or wax batik look. A very organic and psychedelic feel, warm and inviting. So far, there are several versions of Tree Branches "out in the wild", in Alamosa, CO, Georgetown, TX, St. Charles, IL, St Joseph, MO and Dexter, MI. Materials: Framework: 8' high x 2" square tubular steel Base: 16" x 16" x ½" thick steel plate Panels: 3, 24" long x 20" wide x ½" thick clear bulletproof Polycarbonate, CNC cut & printed 4, 9" long x 9" wide x ¾" thick MDO board, CNC cut, primed, route, sanded & painted. Paint & Ink: Exterior Spray Paint and UV ink with a clear acrylic sealer Installation: Attach to the existing base plate on site.						
Artist Experience	See Resume below						

Artwork Photos/Sketches:

Rotating Art Program 2024 – 2025 Season

Previous Work Examples



Artist I1 – I2 Resume

EDUCATION

B.F.A. Graphic Design / Illustration

1997 Maryland Institute College of Art, Baltimore, MD

Welding Certification Classes March 2021, Baltimore, MD

SELECTED RECENT AWARDS

The Phinizy Water Sciences Center

2024 Augusta, GA

\$15,000 for a permanent exterior sculpture

The Georgia Cyber Center

2024 Augusta, GA

\$15,000 for a permanent exterior sculpture

The Anchorage Senior Center

2024 Anchorage, AK

\$15,000 for a permanent exterior sculpture

Castlegar Sculpture Walk

2024-2025 Castlegar, Canada

\$1,000 for a one year sculpture loan (1st international)

Bears Mill "Bear" & BISH Nature Center "Butterfly"

2024 Darke County Arts, Greenville, OH

\$40,000 & \$40,000 for two exterior sculptures

The Sanford City Hall Building

2024, Sanford, FL

\$20,000 for a permanent exterior sculpture

New Hampshire Dept. of Transportation

2024 / Turnpike Admin Bldg, Hookset, NH

\$15,000 for a permanent wall hung relief sculpture

Sandy Springs Museum

2023 Sandy Springs, MD

\$18,000 for a permanent sculpture set

Compass by Margaritaville Hotel Mural

2022 Medford, OR

\$25,000 for permanent mural

Underwater Museum of Art

2021 / Walton County, FL www.umaf1.org

\$6,500 for a permanent underwater sculpture

Sunset Neighborhood Park Sculpture

2020 / Renton Arts Council / City of Renton, WA

\$250,000 for a permanent sculpture

WORK EXPERIENCE

Founder / Owner / Lead Designer

BB Murals / Alien Artifact Studios

2007 - present / 2018 - present

1605 Front Ave. Lutherville, MD 21093

- Design concepts for 2D & 3D projects based on client's unique specifications.
- Paint or fabricate projects according to visual specifications, timeline & budget.
- Facilitate with Contractors, Architects, City Planners, Arts Organizations & Engineers
- Design & maintain on line presence including website and social media sites.
- Design, print & distribute marketing materials
- Locate, prepare & submit responses to national Request For Proposals & Request For Qualifications for consideration.
- Manage both businesses including taxes, insurance policies, business registrations and General Contractors Licenses in multiple states.

Lead Designer / Creative Director

ClimbZone Production

Nov. 2015 - July 2019

8993 Yellow Brick Rd. Rosedale, MD 21237

Created 2D & 3D concept art for themed climbing walls measuring 5' x 28' to 20' 28' to be used for full scale fabrication & installation.

Created and maintained style guides for each wall & it's hand built, hand painted pieces to ensure uniformity for franchisees.

Designed & managed print & web graphics for ClimbZone's corporate image & promotional materials including for our franchisees.

Operated & maintained our Oce Arizona 1260 XT large format, flat bed, in-line printer for steady production.

Photo documented all stages of creation for each piece, for each climbing wall.

Scenic Artist / Set Painter

For Film & Television

2005-2007

Extreme Makeover Home Edition: Girls Hope / Boys Hope Baltimore

The Wire: Season 4 - HBO

Evan Almighty - Universal Pictures

Invasion - Warner Bros.

Miss America Pageant 2006

Crazy Eights - IKM Productions

Apology - Bask Entertainment

Art Teacher

Central Career Center at Briscoe High School

1999-2005

MLK Blvd., Baltimore City, MD 21217

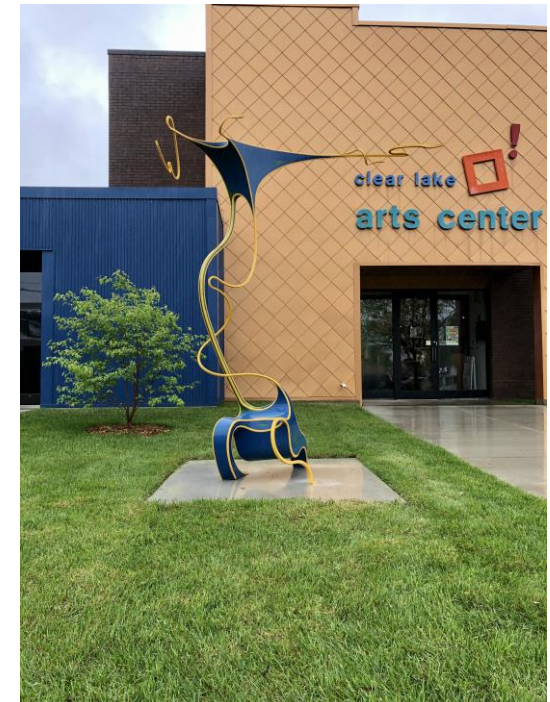
Director of Urban Arts Projects

Greater Homewood Development Corp.

One Year Service 1998-1999

Baltimore City, MD 21217

Artwork Title	<i>Intersections</i>						Artist J-1	
Artwork Dimensions	H	9'	W	7'	D	3'	Heavy Equipment Required	No
Artwork Description	My work reflects my experience in subcultural Americana; style writing (graffiti), automotive customization, comic books, skateboarding and snowboarding. This work is in the "I" series, hence the first letter in the title. The sculpture is done in my signature "Super Sleek" style. It is made of painted steel. It has bolt tabs welded to the bottom for fastening to the concrete pad. Materials: Automotive paint on steel. Install: Artwork is bolted to the concrete with anchor bolts through tabs welded to the bottom of the piece.							
Artist Experience	I would like to once again be considered for the GPAC RAP exhibition because I get to bring my art to a great city. But, I also get an excuse to visit my brother and his family, they live about a mile from Lambeau. And I think he gets a kick out of helping his brother install sculptures... for a complete history of my sculpture experience, please see my attached resume. Artist Resume below.							

Artwork Photos/Sketches:

Artwork Title	<i>Evince</i>						Artist J-2	
Artwork Dimensions	H	7'	W	3'	D	3'	Heavy Equipment Required	No
Artwork Description	My work reflects my experiences in subcultural Americana; style writing (graffiti), automotive customization, comic books, skateboarding and snowboarding. This work is in the "E" series, hence the first letter in the title. Materials: Automotive paint on steel. Install: Artwork is bolted to the concrete with anchor bolts through tabs welded to the bottom of the piece.							
Artist Experience	Artist Resume located below submission.							

Artwork Photos/Sketches:



Artist J1-J2 Resume Below

SOLO EXHIBITIONS

- 2023 *Curves in the Fast Lane*, Gallery of Art, Metropolitan Community College, Omaha, NE
- 2022 *Convolutions*, The Art Gallery, Lowe Art Center, UW-La Crosse, La Crosse, WI
- 2021 *Urban Abstract*, Inez-Greenberg Gallery, Bloomington Art Center, Minneapolis, MN
- 2020 *Balancing Act*, Kader Gallery, Pumphouse Art Center, La Crosse, WI
- 2018 *Luke Achterberg*, Sherrie Gallerie, Columbus, OH
- 2016 *Cultivating Connections*, Contemporary Art Center of Peoria, Peoria, IL
- 2015 *Made in the USA*, Kathryn Markel Fine Arts, New York City, NY
- 2014 *Style Investigations*, Central Library Gallery, Lexington Public Library, Lexington, KY
- 2011 *The Writing Off the Wall*, Kathryn Markel Fine Arts, New York City, NY

GROUP/JURIED EXHIBITIONS (selected)

- 2023 *Newport Beach Civic Center Sculpture Exhibition*, Newport Beach, CA
Rotating Art Program, Public Sculpture Exhibition, Green Bay, WI
Art on the Rooftop, Monona Terrace and Convention Center, Madison, WI
Chicago Sculpture Exhibition, Chicago, IL
- 2022 *Wisconsin Biennial*, Museum of Wisconsin Art, West Bend, WI
Art in Public Places, Dogwood Arts, Knoxville, TN
Art on the Prairie, Fine Line Creative Art Center, St. Charles, IL
SculptureWalk Sioux Falls, Sioux Falls, SD
- 2021 *Art on the River*, Port of Dubuque Mississippi River Walk, Dubuque, IA
First City Public Sculpture Exhibition, Vincennes, IN
WVU Sculpture Tour, West Virginia University, Morgantown, WV
Sculpture Exhibition, Clear Lake Art Center, Clear Lake, IA
- 2020 *Chicago Sculpture Exhibition*, Chicago, IL
City Art Walking Sculpture Tour, Mankato, MN
SculptureWalk, Peoria, IL
Art in Public Places, Knoxville, TN
- 2019 *The Art Advocacy Project 3-D*, Loveland Museum, Loveland, CO
WVU Sculpture Tour, West Virginia University, Morgantown, WV
Chicago Sculpture Exhibit, Chicago, IL
Momentum, Juried Outdoor Exhibition, Blue Springs, MO
Art Street, Hopkins Art Center, Hopkins, MN
- 2018 *RiverArtes III: The Art of Placemaking*, Owensboro Museum of Art, Owensboro, KY
Sculpture Odyssey, Purdue University Northwest, Hammond, IN
MSA Select, Balcony Gallery, Emporium Art Center, Knoxville, TN
Scovill Sculpture Park, Sculpture Garden of Decatur, IL
Outdoor Sculpture Project, Fredericksburg, VA
Art in Public Places, Krutch Park, Knoxville, TN

- 2017 *Sculpture Walk Peoria*, Riverfront Museum, Peoria, IL
Rosemary Beach Sculpture Exhibition, Rosemary Beach, FL
Outdoor Sculpture Project, Fredericksburg, VA
Yokna Sculpture Trail, University of Mississippi, Oxford, MS
Sculpture on Campus, Indiana University East, Richmond, IN
- 2016 *Art on the Atlanta Beltline*, Atlanta, GA
Sculpture on the Legacy Trail, Lexington, KY
Sculpture Walk of Decatur, Scovill Sculpture Park, Decatur, IL
- 2015 *Out of the Box*, Julie Collins Smith Museum of Fine Art, Auburn University, Auburn, AL
Chicago Sculpture Exhibit, Chicago, IL
Yokna Sculpture, Lamar Sculpture Park, Oxford, MS
Dogwood Arts, Knoxville Public Art Program, Knoxville, TN
SA/VS Alumni Exhibition, Bolivar Art Gallery, University of Kentucky, Lexington, KY
- 2014 *Chicago International Art Show*, featured artist by Villa del Arte of Barcelona, Spain,
at Navy Pier, Chicago, IL
Auktion, Art-St-Urban, Lucerne, Switzerland
- 2013 *Art Basel*, Selection Art Fair Featured Artist, Art St. Urban, Basel, Switzerland

PERMANENT COLLECTIONS/COMMISSIONS (selected)

- 2023 Metropolitan Community College, Omaha, NE
- 2022 City of Waupaca, WI
- 2021 City of La Crosse, WI
- 2020 CMK Properties, Chicago, IL
- 2019 CC Homes, Doral, Miami, FL
- 2018 Private Collectors, Columbus, OH
- 2017 Private Collectors, Peoria, IL
- 2016 All Seasons Center, Sioux Center, IA
- 2015 Big Ass Fans, Lexington, KY
- 2013 Wuest & Partner AG, Zurich, Switzerland
- 2012 Rio Crest Winery, Guerneville, CA. Kevin Brown, owner
- 2011 The Crash Pad, Hostel, Chattanooga, TN
- 2010 Wabash Valley College, Mt. Carmel, IL
- 2009 Sculpture Trails, Outdoor Sculpture Museum, Solsberry, IN
- 2007 Lexington Diagnostic Center and Open MRI, Lexington, KY

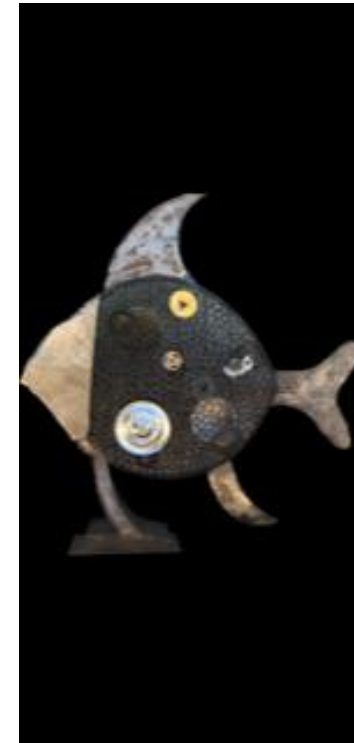
EDUCATION

- 2009 MFA, University of Kentucky, Sculpture Focus, Lexington, KY
- 2005 Welding Technical Diploma, Western Technical College, La Crosse, WI
- 2004 BA, University of Wisconsin at La Crosse, La Crosse, WI

GALLERY REPRESENTATION

- Sherrie Gallerie, Columbus, OH
- Art-St-Urban, St. Urban, Lucerne, Switzerland

Artwork Title	<i>Angelica</i>						Artist K-1	
Artwork Dimensions	H	7' 9"	W	8'	D	16"	Heavy Equipment Required	Yes
Artwork Description	Angelica is a Pterophyllum, also known as the angelfish. Angelfish are one of the most popular aquarium fish who are known for their graceful swimming. The thought of creating an angelfish sculpture began the day I found the rock that is now the head of Angelica. As you can see, the body consists of a variety of materials such as gears, hubcaps and garage door springs. It was like putting a puzzle together while creating this sculpture as I looked for "just the right piece" to fit perfectly. ANGELICA has been very well received everywhere she has been placed and thus far is the recipient of two Peoples Choice Awards!!! Created in 2019 Material: Steel, Rock Weight - 800 lbs Angelica requires a forklift for installation because of her weight distribution and she does not have good grasping areas to be placed with man power only. We have found that using a strap and lifting her with a forklift is ideal We use 4-1/2 inch concrete anchor bolts to secure her or some sculpture walks weld their sculptures to a steel base plate and we are fine with that.							
Artist Experience	Artist Resume located below.							

Artwork Photos/Sketches:

Artwork Title	The Rolling Stones							Artist K-2
Artwork Dimensions	H	8'	W	4'	D	2'	Heavy Equipment Required	No
Artwork Description	This sculpture was a spontaneous creation. The idea simply "just came to me". Joe likes to use natural objects in our sculptures when possible. We both are inspired by creation and nature. Using left over materials and repurposed steel/items is also another favorite of ours. The idea of "caging" the stones in rebar and forming a design was a challenge that Joe wanted to figure out. Being challenged with use of materials, balance and capturing an esthetic artistic piece is what he enjoys doing. Once the sculpture was created, it was clear to me that it would be called The Rolling Stones. When I look at the sculpture, I see a very powerful wave in the ocean gathering up the stones and pushing them into a cresting wave. Of course the rocks are no longer rolling as they are now "caged". That's where ones imagination comes into play! Created: 2024 Material: Steel and Rock Weight: 400 lbs Base: 2'x2' Installation: 4-1/2 inch concrete anchors The Rolling Stones installation can be installed with manpower, 3 men. We install this sculpture with 4- 1/2 inch concrete anchor bolts or can be welded to a steel plate.							
Artist Experience	Artist Resume located below.							

Artwork Photos/Sketches:



Artwork Title	<i>Medley</i>						Artist K-3	
Artwork Dimensions	H	11' 6"	W	14'	D	2'	Heavy Equipment Required	Preferred
Artwork Description	Creating a sculpture made with musical notes has been on our list of possible sculptures for a couple of years. Music is relatable to everyone. In music, a medley is a piece composed from parts of existing pieces, usually three. They are common in popular music. Research proves that music can change the mood of a person immediately. Music helps to heal, encourage, uplift, create joy and it is relaxing. We wanted to create an interactive sculpture that people of all ages could touch, admire, connect with and most importantly, create music of their own. We love creating sculptures that bring joy, playfulness, peacefulness and fun to the onlooker. Our design of the notes being cut from the bell tower, then seamlessly floating into the air as they leave the tower gives the illusion that music has been played. Our MEDLEY sculpture is made entirely from reclaimed steel. Some of the steel has some very cool history attached to it. The bell tower used to be a discharge tube from a Massey Ferguson combine. The three bells used to be oxygen cylinders that have been decommissioned. The oldest bell has a manufacture date of 1917 on it. We chose to paint the bell tower a bright red to draw attention to it. The music scale is painted black as well as the cover over the bell ringer/handles. Created: June 2022 Material: Reclaimed steel, painted Height: 11' 6" Width: 14" Depth: 24" Weight: 400 pounds Musical scale projects outward 4' *** In the photos, please note that the wood at the base is for stability while pictures were taken. We will use 4-3/8 inch anchor bolts into the concrete pad for installation (no wood). MEDLEY can be installed with man power, but a fork lift does make it easier to place the musical scale on top of the pillar. If there is not a fork lift available, we can bring a ladder with us to install. It is best to have 2-3 men available if a fork lift is not available. We secure this sculpture with at least 4- 1/2 inch concrete anchor bolts or it can be welded to a steel plate.							
Artist Experience	Artist Resume located below.							

Artwork Photos/Sketches:



Artist K1 – K3 Resume Below

Rotating Art Program 2024 – 2025 Season

Exhibitions:

2024 - (as of 3/24) Sioux Falls SD (3 pieces), Mankato MN, Norfolk NE, Columbus NE, Valentine NE, Watertown SD, Salina KS (2 pieces), Springfield MO, Raymore MO,
2023 - Sioux Falls S.D. (2 pieces), Salina KS. (2 pieces), Norfolk NE, Mankato MN, Springfield MO, Maryland Heights MO., Raymore MO, Highlands Ranch CO. (3 pieces), Effingham IL.
2022 - Effingham IL (2 pieces), Salina KS, Springfield MO, Watertown SD, Norfolk NE, Grand Island NE. (2 pieces), Highlands Ranch CO (2 pieces), Castle Rock CO, Hutchinson KS, Maryland Heights MO, Dubuque IA., Webster City IA., Raymore MO.
2021 - Effingham IL. (3 pieces), Highlands Ranch CO. (2 pieces), Jefferson IA., Springfield MO.
2020 - Springfield MO., Highlands Ranch CO., (2 pieces) Effingham IL. (2 pieces), Webster City IA., Sandy Springs GA. ***Due to COVID19, several of our accepted sculptures were not placed because the sculpture walks were canceled for 2020.**
2019 - Lawrence KS., Salina KS. (2 pieces), Parker CO., Castle Rock CO. (2 pieces), Warrensburg MO. (2 pieces), Effingham IL. (2 pieces), Springfield MO. (2 pieces)
2018 - Highlands Ranch CO., Effingham IL. (2 pieces), Webster City IA., Warrensburg MO. (3 pieces), Springfield MO. (2 pieces)
2017 - Ames IA., Effingham IL. (3 pieces), Springfield MO. (2 pieces) Warrensburg MO. (3 pieces)
2016 - Effingham IL. (2 pieces), Springfield MO. (3 pieces)
2015 - Effingham IL.
2014 - Effingham IL.

Art Galleries:

2013-2018 Fresh Gallery, Springfield MO.
2015-March 2019 Componere Gallery, St. Louis MO.
2015-Present Blue Stem Gallery, Columbia MO.

Art Shows:

2018 - Art In The Park, Springfield MO. Farmers Park Art Show, Springfield MO.
2017 - Art In The Park, Springfield MO Artsfest, Springfield MO
2016 - Art In The Park, Springfield MO
Farmers Park Art Show, Springfield MO 2015 - Art In the Park, Columbia MO
Art In the Park, Springfield MO
Cedarhurst Art Fair, Mt. Vernon IL.

Permanent Public Art:

2023 - 9/2023 Columbia MO - Taking Flight
2023 - 7/2023 Wilson KS - Angelica
2023 - 2/2023 Salina KS - Clarence The Catfish
2022 - 11/2022 Castle Rock CO - Groovy Peace Sign
2021 - 9/2021 Commerce City CO - Nexus & The Windmill
2020 - 9/2020 Springfield MO - Hubcaps On Route 66
 9/2020 Springfield MO - What's Left Of It
 8/2020 Springfield MO - Live Like Luke (memorial)
2019 - 1/2019 Springfield MO - Tandem Frolic

Application Materials Artists A - K

Permanent Public Art continued:

4/2019 Galloway MO - Working on the Railroad
4/2019 Aurora CO - Raptor
4/2019 Springfield MO - Dandelion
6/2019 Malden MA - Malden Joy Rider
2018 - 2/2018 Monroe LA - Colorful Wooden Tree
4/2018 Ames IA - Improbable Balance
8/2018 Springfield MO - Terry's Ride
9/2018 Springfield MO - Community Column
9/2018 Warrensburg MO - A Hard Moon Arising
2017 - 9/2017 Springfield MO - Alone In The Crowd
2016 - 4/2016 Springfield MO - Dr. Tickle (memorial).
 Stockton MO 2016-Present (Stockton Lake, ongoing project at their park below the dam. There are currently about 26 pieces)

Private Collections: (these are commissioned pieces only, this does not include gallery sales)

Columbia MO - 2
Repubic MO - 4 pieces
Springfield MO - 16 pieces

Teaching:

2024 - Eureka Springs School of Art - April 12-14, Fall TBD
2023 - Eureka Springs School of Art - March 23-25, April 28-30, December 8-10
2022 - Eureka Springs School of Art - April 24-28, September 11-15, October 28-31
2021 - Eureka Springs School of Art - June 3-6, November 19-21
2020 - Eureka Springs School of Art (canceled due to COVID19)
2019 - Eureka Springs School of Art, Eureka Springs AR.
Stockton High School, Stockton MO.
2018 - Eureka Springs School of Art, Eureka Springs AR.
Stockton High School, Stockton MO.

Awards:

2022-2023 - Juror's Choice - The Big One That Got Away – Douglas County CO
2022-2023 - Peoples Choice - Clarence The Catfish (purchased the sculpture) Salina, KS.
2021-2022 - Peoples Choice Award for ANGELICA - Jefferson, IA.
2020-2021 - Peoples Choice Award for ANGELICA - Effingham, IL.
2019 - Mayoral Citation - presented by Mayor Gary Christenson, Mayor of Malden, MA.
Given to us for the sculpture "Malden Joy Riders" that we created for their community trail.
2017 - Best of 3D, Art In The Park, Springfield MO.
2015 - Best Of The Show, Art In the Park, Springfield, MO.



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # T.I

To receive and place on file the report by the Police Department on the monthly Traffic Enforcement Unit Traffic Safety Plan.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 04 TRAFFIC SAFETY PLAN APRIL 2024



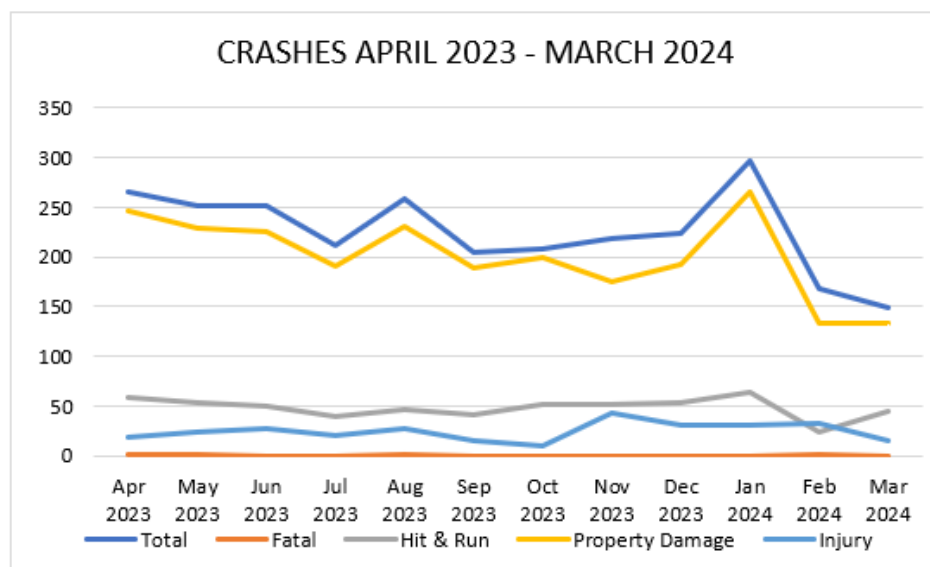
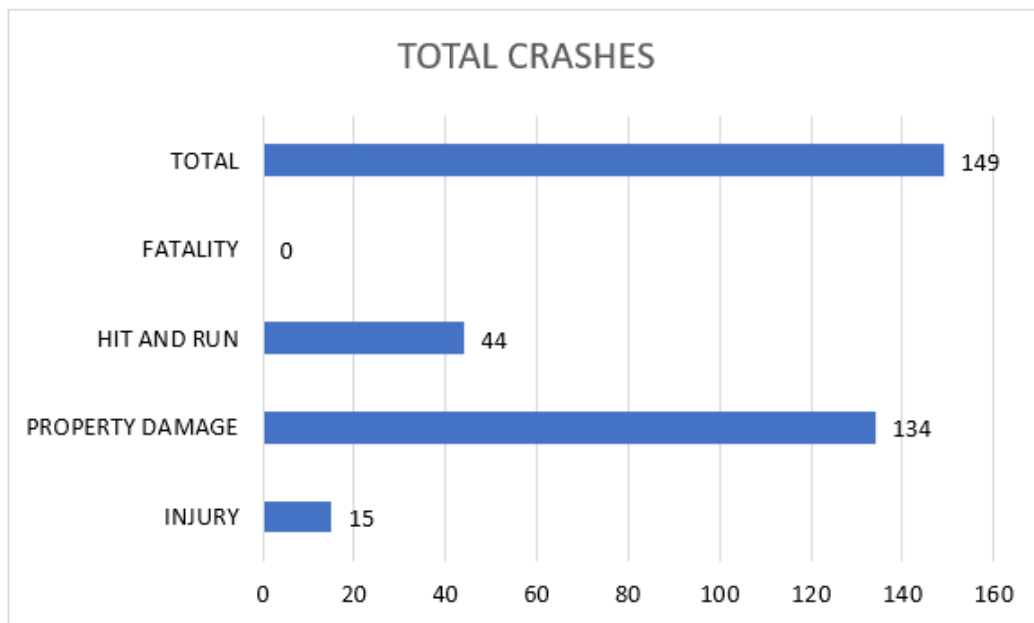
Green Bay Police Department

APRIL 2024

Traffic Safety Plan

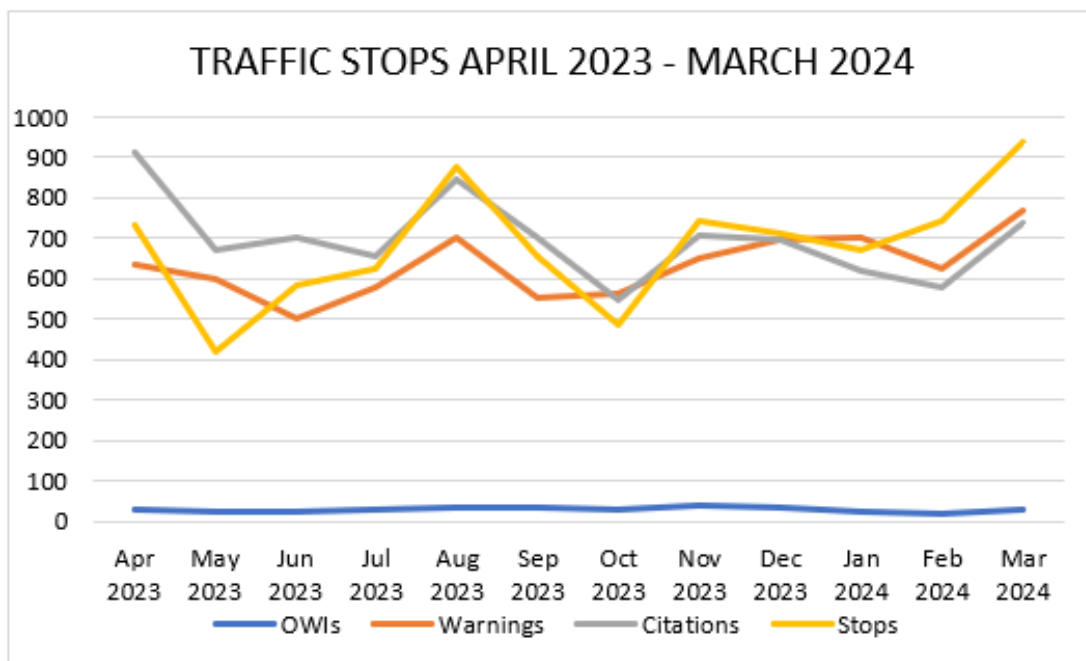
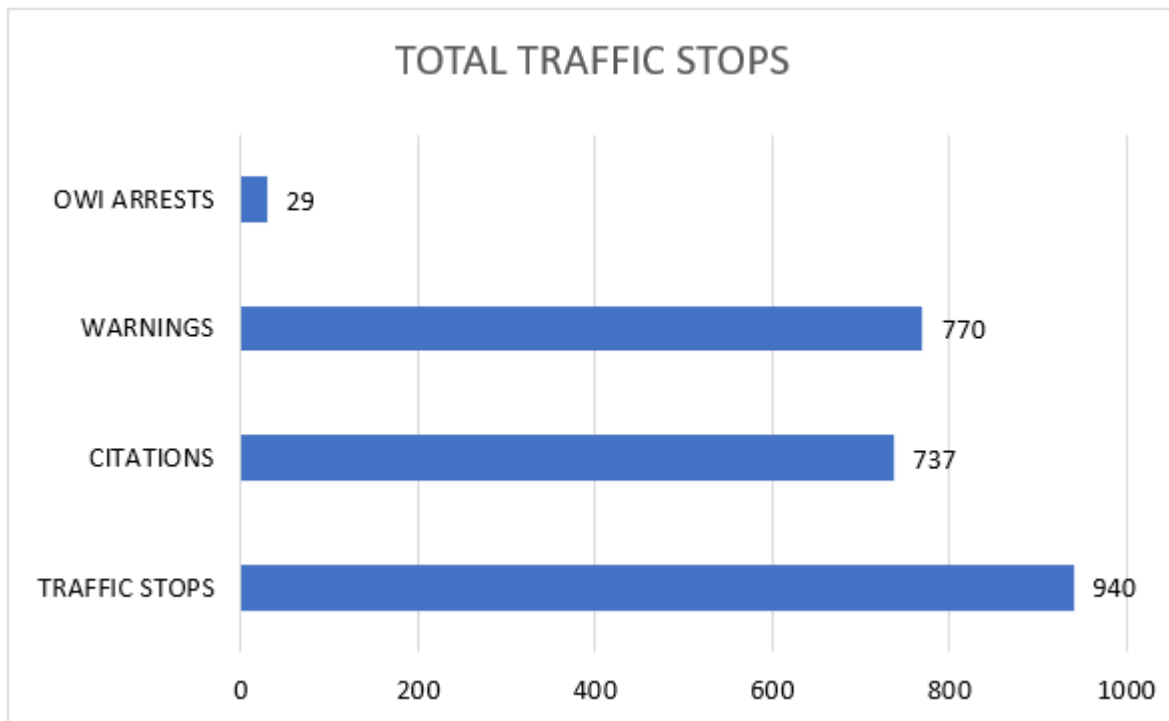
Traffic complaints are the #1 complaint made to the Green Bay Police Department and City Alderpersons. The police department is committed to safe travels for motorists, pedestrians and bicyclists. With a goal of reducing traffic crashes, property damage, injury and death on Green Bay's roadways, the police department will use a data driven approach for traffic enforcement. Data analytics from crash data, citizens complaints and speed boards (when in use) will be used to identify traffic emphasis areas. Each month's report will be posted on the police department's website and will be presented at the Traffic, Bicycle and Pedestrian Commission meeting.

MARCH 2024 CRASH DATA



GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

MARCH 2024 TRAFFIC STOPS



GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

TRAFFIC COMPLAINTS

Below are the most recent traffic complaints received by the Green Bay Police Department. To make a traffic complaint, call the Traffic Enforcement Unit Complaint at (920) 448-3212. Residents can also submit an online complaint through the City's Request for Service page. Please leave detailed information including specific times/days of the week, street and block number/intersection, and contact information if you would like follow-up from an officer.

District	Area	Complaint
A	1000 BLK OREGON ST	Loud exhaust
A	1700 BLK BOLAND RD	Loud exhaust
B	LOMBARDI AV / 14TH AV	Racing vehicles, motorcycles
B	800 BLK HOWARD ST	Reckless driving
C	CHERRY ST / WASHINGTON ST	Stop sign violations, especially with pedestrians in crosswalk
C	1500 BLK ELLIS ST	Speeding
C	EASTMAN AV / ST GEORGE ST	Stop sign violations, especially during morning hours
D	2600 BLK VAN BEEK RD	Loud music from vehicles
D	ALPINE DR / NEWBERRY AV	ATVS and dirtbikes driving in roadway
D	HURON RD	Speeding
D	400 BLK ALPINE DR	Stop sign violations, speeding, and improper passing during HS lunches
D	HUMBOLDT RD / LAVERNE DR	Speeding and reckless driving

APRIL IS DISTRACTED DRIVING AWARENESS MONTH

During April, in observance of Distracted Driving Awareness Month, the Highway Traffic Safety Administration (NHTSA) is promoting "Put the Phone Away or Pay" which includes a national media campaign. The Green Bay Police Department also wants to remind drivers that distracted driving can be deadly. We encourage drivers to be responsible and reduce distractions while on the road

- Need to send a text or make a phone call? Pull off the road and park your vehicle
- If you have a passenger, have them respond to messages
- Don't scroll through social media or apps while driving. It can wait.



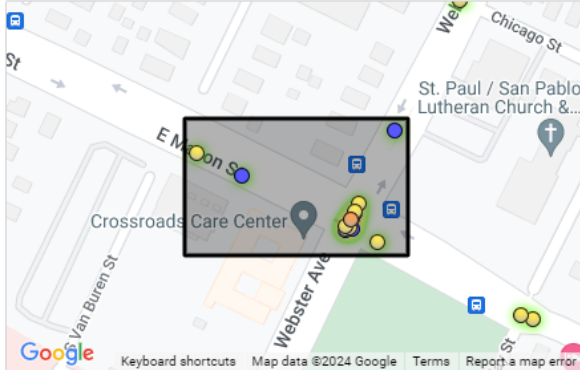
UPCOMING TRAFFIC TASK FORCE DEPLOYMENTS

- * BROWN COUNTY OWI TASK FORCE— APRIL 19, 20
- * BROWN COUNTY SEATBELT TASK FORCE— APRIL 10, 17, 24
- * RECKLESS DRIVING ENFORCEMENT— APRIL 5, 6, 12, 13
- * LOCAL ALCOHOL ENFORCEMENT—APRIL 12, 13, 26, 27
- * PEDESTRIAN BICYCLE SAFETY ENFORCEMENT—APRIL 16, 23

GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

ENFORCEMENT PRIORITY AREAS

Priority areas are determined using a predictive analysis tool through the Wisconsin DOT. The tool uses crash data from the previous three years to determine areas that have a high likelihood of vehicle crashes in the next 30 days.



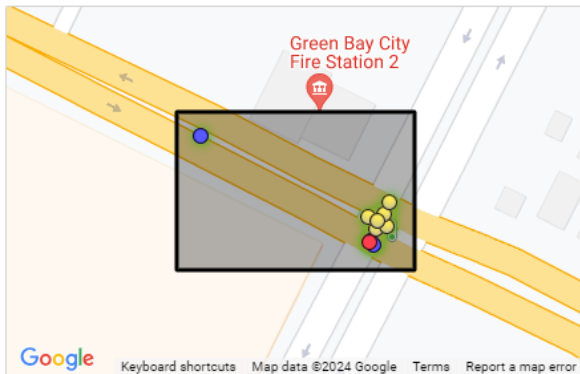
Analysis Area #2: GREEN BAY (C)

Roadway: E MASON ST

Total Crashes: 17

Contributing Factors:

- Bike (7)
- Motorcycle (6)
- Pedestrian (6)
- Work Zone (6)
- Occp Protection (5)
- Teen Driver (4)
- Distracted (2)
- Speed (2)
- Impaired (1)



Analysis Area #3: GREEN BAY (C)

Roadway: WEBSTER AVE N

Total Crashes: 11

Contributing Factors:

- Bike (7)
- Motorcycle (7)
- Pedestrian (7)
- Work Zone (7)
- 65+ Driver (4)
- Teen Driver (2)
- Occp Protection (1)



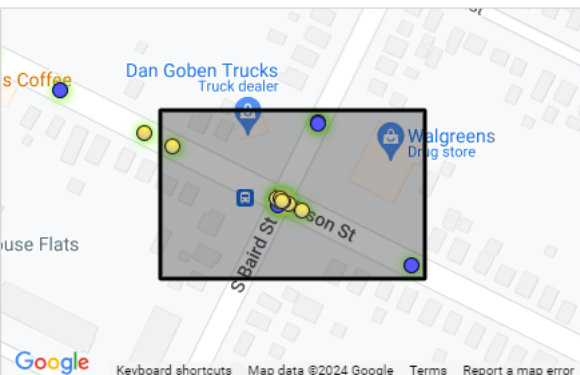
Analysis Area #4: GREEN BAY (C)

Roadway: 054

Total Crashes: 14

Contributing Factors:

- Bike (6)
- Motorcycle (6)
- Pedestrian (6)
- Work Zone (6)
- Teen Driver (4)
- Occp Protection (2)
- Distracted (1)
- Impaired (1)
- 65+ Driver (1)



Analysis Area #5: GREEN BAY (C)

Roadway: E MASON ST

Total Crashes: 14

Contributing Factors:

- Bike (7)
- Pedestrian (8)
- Motorcycle (7)
- Work Zone (7)
- Teen Driver (4)
- Distracted (2)
- 65+ Driver (1)



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # T.2

To receive and place on file the report by the Police Department of the 2024 1st quarter serious injury and fatal crashes.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2024 First Quarter Fatal Crash Summary



GREEN BAY POLICE DEPARTMENT

TRAFFIC ENFORCEMENT UNIT

2024 First Quarter Fatal Crash Summary

02/02/2024 5:44AM

GBPD Report #24-205553

On Friday, February 2, 2024, at approximately 5:44am, a 55-year-old male was driving a Chevy Tahoe traveling northbound on Atkinson Drive. The vehicle struck the concrete barrier on the east side of the road, went to the west striking the raised concrete median causing the vehicle turn to the west striking the concrete barrier on the west side of the road. The vehicle came to a stop in the southbound lane. No other vehicles were involved. Incident was called in by passerby. The male driver passed due to injuries. Crash reconstruction was completed by GBPD.

02/14/2024 6:11PM

GBPD Report #24-207689

On Wednesday, February 14, 2024, at approximately 6:11pm, a 82 year old female pedestrian and a 83 year old male pedestrian crossing Bellevue St from the east to the west were hit by a Kia Sedona driven by a 40-year-old male traveling in the southbound lane in the 700 block of Bellevue St. The female pedestrian passed away as a result of the crash. The male pedestrian was transported by medical personnel to the hospital for serious injuries. It was dark at the time of the crash and there is no marked crosswalk. The driver had been drinking, but speed or alcohol do not appear to be a factor in the crash. Crash reconstruction was completed by the Brown County Sheriff's Office.

Traffic SGT Sean Hamill



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # T.3

To refer to staff for study of the request by Ald. Stevens to amend the existing policy to allow traffic calming measures on collector streets within the City.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # T.4

To refer to staff for study of the request by Ald. Stevens to amend the existing policy to include traffic calming measures with all new and reconstructed streets.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

FINAL PAYMENTS RESOLUTION
May 7, 2024

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That the City Clerk be and is hereby instructed to draw FINAL ORDERS in favor of the following contractors for their projects in the amounts listed as follows:

1. **ASPHALT PAVING 2023**
MCC, INC.

TOTAL AMOUNT EARNED:	\$ 265,542.25
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 265,542.25
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 256,609.75</u>
AMOUNT DUE THIS PAYMENT:	\$ 8,932.50

ACCOUNT NUMBER
401500E-55305-65203: \$8,932.50
PO #2300132

Adopted _____, 2024

Approved _____, 2024

Mayor

ATTEST:

City Clerk

sap

**RESOLUTION AUTHORIZING CONDITIONAL USE
PERMIT AT 1007 AND 1009 WEST MASON STREET
(ZP 24-10)**

MAY 7, 2024

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That, pursuant to Zoning Petition 24-10 and the recommendation of the Plan Commission on April 29, 2024, the City of Green Bay does authorize a Conditional Use Permit (CUP) for a convenience store, fuel/gas station, and carwash facility in a Community Center Commercial District at 1007 and 1009 West Mason Street (Parcels 2-1260 and 2-1187) petitioned by Seth Waddell of Kwik Trip; Bay Center Inc, property owner.

PARCEL 1 (PARCEL 2-1260):

LOT 1, JOSEPH LOCH SUBDIVISION NO. 2, ACCORDING TO THE RECORDED PLAT THEREOF, IN THE CITY OF GREEN BAY, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN.

AND

PARCEL 2 (PARCEL 2-1187):

LOTS 1, 2, 3, 4, 5, 6 AND 7, BLOCK 2, DE COSTER'S SUBDIVISION NO. 3, IN THE CITY OF GREEN BAY, WESTSIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN ALONG WITH THAT PART OF VACATED GROSS COURT IN JACKET 13685, IMAGE 03, AS DOCUMENT NO. 1166833, AND EXCEPTING THEREFROM THAT PART DESCRIBED IN JACKET 23321, IMAGE 01, AS DOCUMENT NO. 1405966.

Said conditional-use permit shall be granted subject to:

1. A site plan and applicable permit applications are submitted to the Department of Community and Economic Development for review and approval.
2. No driveway access permitted along the southern property line.
3. Limit carwash operations to the hours of 7:00am-9:00pm daily.
4. Combine both parcels into a single parcel. (2-1260, 2-1187)
5. Permit a single driveway entry entering off Gross Avenue and remove any existing driveway curb cuts along Gross Avenue which do not serve a new single driveway entry point off of Gross Avenue.

6. Screening along the right of way of Gross Court and along the right of way of Gross Avenue from the intersection of Gross Court to the southern drive entrance to the property via Gross Avenue shall have a screening containing a masonry wall, fence, berm, plantings, or a combination thereof that forms a screen of four feet in height and 100 percent opaque on a year-round basis.
7. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit, including standard site plan review and approval.

Adopted _____

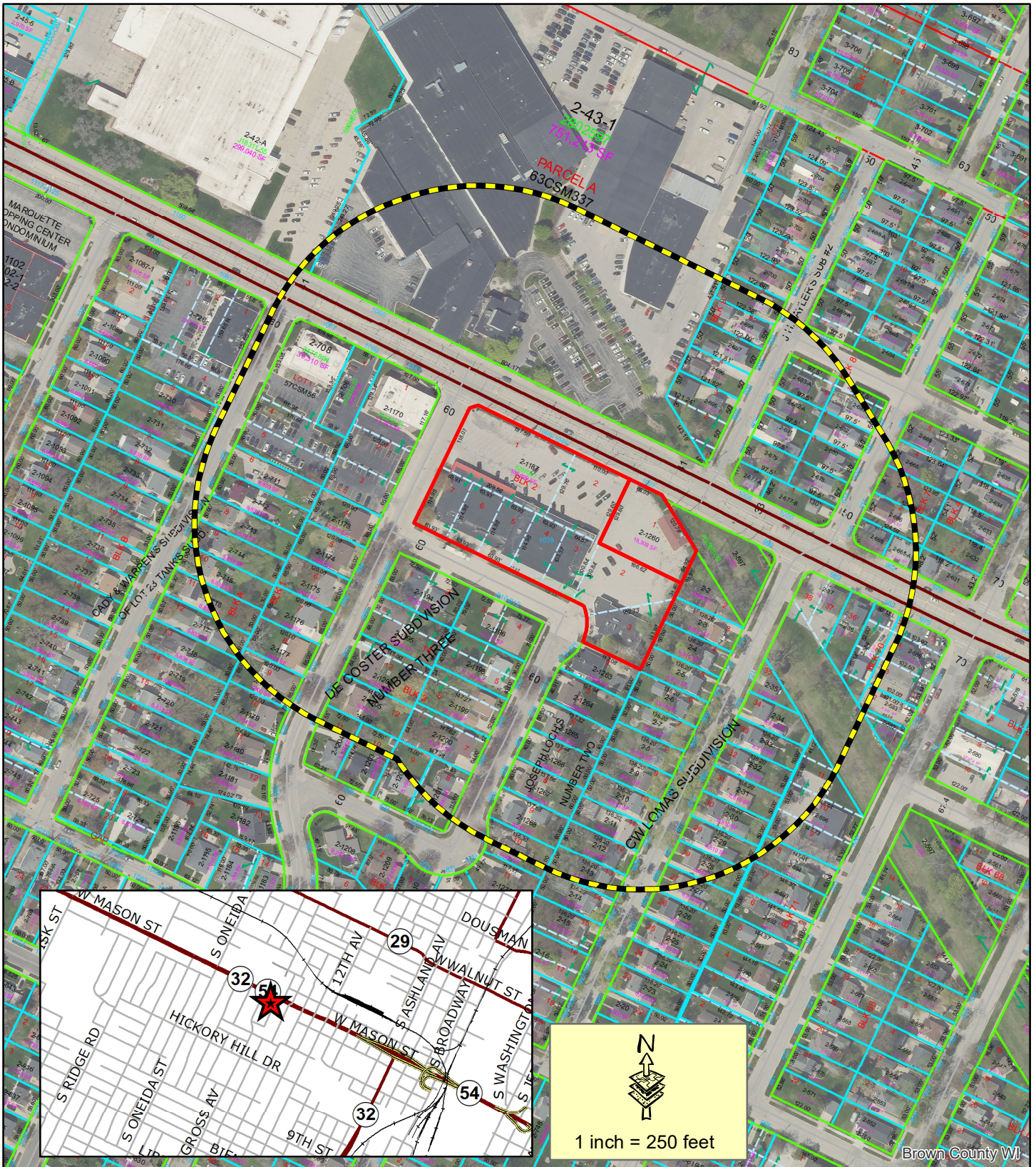
Approved _____

Eric Genrich, Mayor

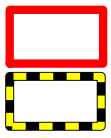
Celestine Jeffreys, Clerk

jl

Attachment – Map



Brown County WI



Subject Area

400' Property Owner Notice

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by DM.

Zoning Petition (ZP 24-10) Conditional Use Permit at 1007 and 1039 W. Mason St



**RESOLUTION AUTHORIZING CONDITIONAL USE
PERMIT AT 3000 BLOCK OF FINGER ROAD (PARCEL 21-7596)
(ZP 24-12)**

May 7, 2024

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That, pursuant to Zoning Petition 24-12 and the recommendation of the Plan Commission on April 29, 2024, the City of Green Bay does authorize a Conditional Use Permit (CUP) for a drive-through restaurant at the following described property located at 3000 Block of Finger Road (Parcel 21-7596), submitted by Brett Paul of Xsite Real Estate; 1st Security Credit Union, property owner:

LOT ONE (1) OF CERTIFIED SURVEY MAPS, MAP NO. 9697, AS
DOCUMENT NO. 3051425, BEING PART OF THE NORTHWEST
QUARTER OF THE NORTHWEST QUARTER (NW ¼ OF NW ¼),
SECTION ELEVEN (11), TOWN TWENTY-THREE (23) NORTH,
RANGE TWENTY-ONE (21) EAST, IN THE CITY OF GREEN BAY,
BROWN COUNTY, WISCONSIN

Tax Parcel No. 21-7596

Said conditional-use permit shall be granted subject to:

1. A site plan and applicable permit applications are submitted to the Department of Community and Economic Development for review and approval.
2. The property must be divided and the drive-through use is only applicable to the eastern most parcel.
3. A variance to permit a drive through to allow the placement of drive-through windows or menu boards between the principal building and street must be approved by the Board of Appeals.
4. Landscaping along the northern boundary between the drive through lane and the property line must include a screening of a minimum of four feet in height and 100 percent opaque on a year-round basis.
5. Hours of operations for drive through usage is limited to 5:30 a.m. to 9:30 p.m. daily.
6. Any signage facing north towards Finger Road shall not be illuminated.
7. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit, including standard site plan review and approval.

Adopted _____

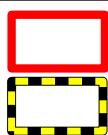
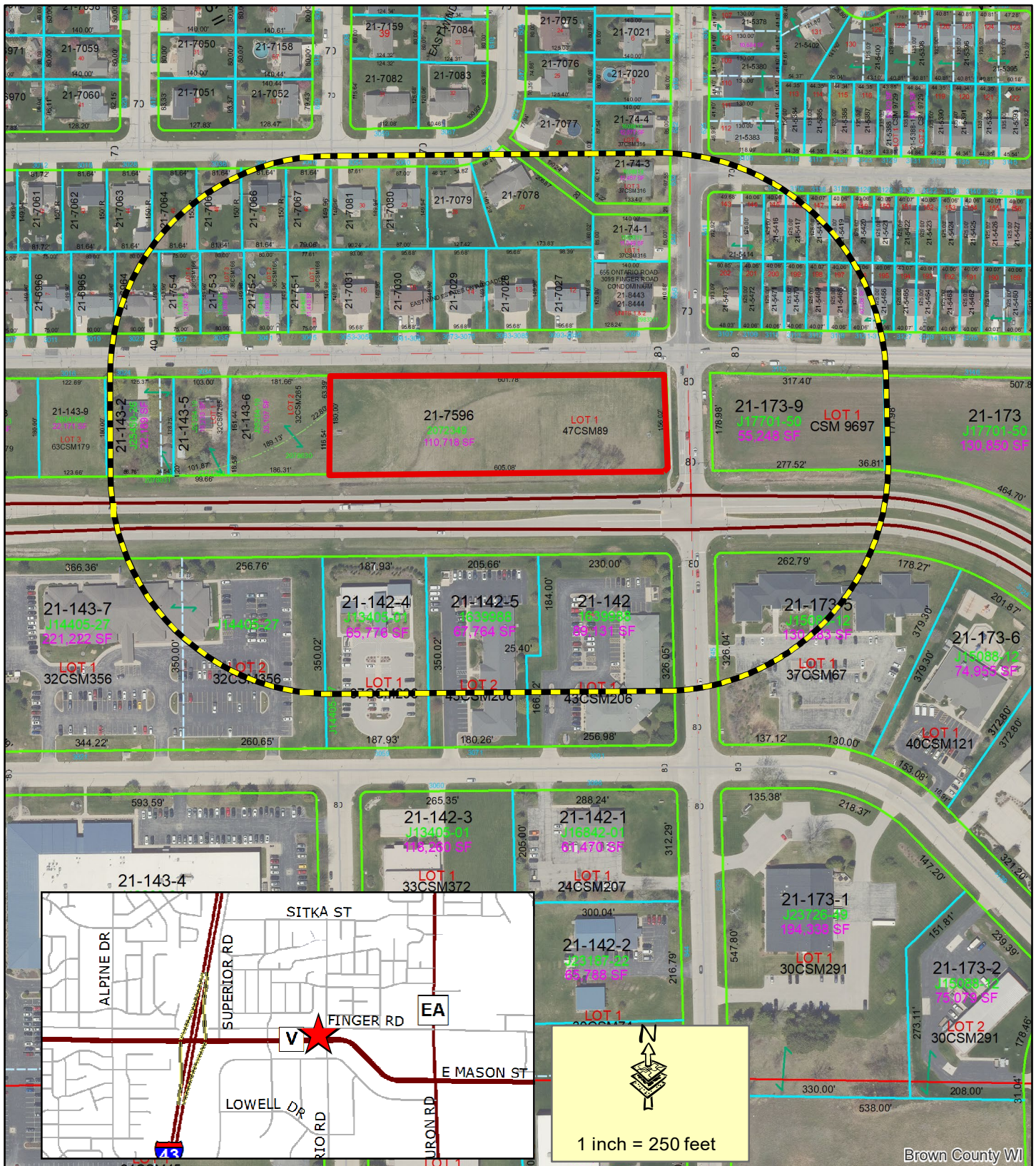
Approved _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk

JL

Attachment – Map



Subject Area

400' Property Owner Notice

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Zoning Petitions (ZP 24-11 and ZP 24-12) Rezone and Conditional Use Permit at 3000 Block of Finger Road



**RESOLUTION AUTHORIZING
BUDGET AMENDMENT**

May 7, 2024

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

Pursuant to the recommendation of the Finance Committee at its meeting of April 30, 2024, the following 2024 amendment of funds is hereby authorized:

	<u>ACCOUNT</u>		<u>AMOUNT</u>
Increase:	101300 50501	Police-Overtime	\$86,504.83
Increase:	101300 46223	Police Overtime Reimbursement	\$86,504.83

***This budget amendment is for 2024 unbudgeted overtime for staffing at various task forces-FBI, Alicia's Law and Internet Crimes Against Children and unbudgeted special events such as HS Lunch Neighborhood Security-GB Schools, PI Day 5K, Easter Egg Extravaganza, Dick Lytie Spring Classic and the Donald Trump Rally.*

Increase:	101400 50501	Fire-Overtime	\$9,625.12
Increase:	101400 46223	Fire Overtime Reimbursement	\$9,625.12

***This budget amendment is for 2024 unbudgeted overtime for staffing at the UWGB Basketball Game, Brown County Fire Investigation Task Force and the Donald Trump Rally.*

Increase:	101400 50501	Fire-Overtime	\$35,035.00
Increase:	101400 43611	Fire-State Overtime Reimbursement	\$35,035.00

***This budget amendment is for 2024 unbudgeted state reimbursements of costs incurred for employees to attend USAR (Urban Search & Rescue) trainings.*

Adopted _____

Approved _____

Mayor

Clerk

**RESOLUTION ACCEPTING DEDICATION
OF STORM WATER MANAGEMENT IMPROVEMENTS IN
MAHON CREEK ESTATES
AND MAHON CREEK ESTATES FIRST ADDITION SUBDIVISIONS**

BY THE COMMON CONCIL OF THE CITY OF GREEN BAY, RESOLVED:

WHEREAS, the Mahon Creek Estates subdivision was constructed in 2005, and the Mahon Creek Estates First Addition subdivision was constructed in 2011; and

WHEREAS, storm water management plans were required to treat post-construction storm water runoff originating from within each subdivision; and

WHEREAS, storm water management devices were constructed in each subdivision consistent with the provisions identified in Sections 16-82 and 16-83, Green Bay Municipal Code; and

WHEREAS, Capital Credit Union, owner of the storm water management devices, has requested that the City of Green Bay accept dedication of the improvements; and

WHEREAS, the Director of Public Works has reported on and recommends the acceptance and dedication of the storm water management devices to the City of Green Bay to ensure proper operation and maintenance of the devices to comply with the City's Municipal Separate Storm Sewer System (MS4) permit requirements.

NOW THEREFORE, BE IT RESOLVED, that the storm water management improvements for the Mahon Creek Estates and Mahon Creek Estates First Addition subdivisions be and are hereby accepted by the City of Green Bay.

Adopted _____, 2024

Approved _____, 2024

Mayor

ATTEST:

City Clerk

SMG



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # W.1

General Ordinance 11-24

An ordinance amending Section 26-11, Green Bay Municipal Code, Relating to the destruction of birds and squirrels.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Draft G.O. 11-24 Relating to Destruction of Birds and Squirrels

GENERAL ORDINANCE NO. 11-24

AN ORDINANCE
AMENDING SECTION 26-11,
GREEN BAY MUNICIPAL CODE,
RELATING TO DESTRUCTION OF BIRDS AND SQUIRRELS

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1.

Section 26-11, Green Bay Municipal Code, is hereby amended to read:

*26-11 **Protection** ~~Destruction~~ of birds ~~and squirrels~~.* No person shall injure or destroy any kind of bird or rob or destroy any bird's nest within the City. No person shall throw stones at or shoot or use any implement with the intention of killing or injuring any bird ~~or squirrel~~ within the City **unless authorized by state law.**

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2024.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

law

05/07/2024



Report to the
Protection and Policy Committee
of the City of Green Bay

MEETING DATE

May 7, 2024

PREPARED BY

AGENDA ITEM # W.2

General Ordinance No. 12-24

An ordinance amending Chapters 4 and 28, Green Bay Municipal Code, relating to alcohol beverages.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Draft Ord Chapter 4 4.26.2024

GENERAL ORDINANCE NO. 12-24

**AN ORDINANCE
AMENDING CHAPTERS 4 AND 28,
GREEN BAY MUNICIPAL CODE,
RELATING TO ALCOHOL BEVERAGES**

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 4, Green Bay Municipal Code, is hereby amended to read:

Sec. 4-1. Definitions.

Except as provided in this section, the terms and phrases in this chapter shall have the meanings given in Wis. Stats. § 125.02, as amended from time to time. The following terms and phrases shall have the following meanings:

Granted license means a license approved for issuance by the Common Council.

Inoperative license means a license that has been issued to the licensee but under which the licensed activity is not occurring on the licensed premises.

License means a written authorization for the sale of alcohol issued by the Clerk.

Licensed patio means an area immediately adjacent to a licensed premises, not including any part of a public right-of-way, which is licensed for the sale and consumption of alcohol beverages.

Outdoor area means a licensed patio, or any other outdoor area used in conjunction with a licensed premises.

Picnic license has the meaning ascribed to Temporary Class “B” licenses in Wis. Stats. § 125.26(6).

Sec. 4-2. Wisconsin Statutes Chapter 125 incorporated by reference.

Wis. Stats. Ch. 125 is hereby adopted and incorporated by reference in this chapter as if fully set forth herein. Future amendments, revisions, or modifications of Wis. Stats. Ch. 125 are also adopted prospectively, incorporated herein, and intended to become a part of this chapter. Any provisions of this chapter not contained in Wis. Stats. Ch. 125 and not in conflict therewith are intended as additional regulations for the sale of alcohol beverages in the City.

Sec. 4-3. License classes.

The Council is hereby authorized to grant the following licenses:

- (1) *Class “A” (beer) license*. Authorizes the retail sale of fermented malt beverages, in original packages, containers, and bottles, for consumption off the premises where sold.
- (2) *“Class A” (liquor) license*. Authorizes the retail sale of intoxicating liquor, in original packages and containers, for consumption off the premises where sold.

- (3) *“Class A” (cider only) license.* Authorizes the retail sale of cider, an alcohol beverage made from the fermentation of the juice of apples or pears and that contains not less than 0.5% alcohol by volume and not more than 7% alcohol by volume, for the consumption off the premises.
- (4) *Class “B” (beer) license.* Authorizes the retail sale of fermented malt beverages to be consumed either on or off the premises where sold.
- (5) *“Class B” (liquor) license.* Authorizes the retail sale of intoxicating liquor, by the glass and not in the original package or container, for consumption on the premises where sold or for consumption off the premises if the licensee seals the container of intoxicating liquor with a tamper-evident seal before it is removed from the premises. Also authorizes the sale of wine or intoxicating liquor, in the original package or container and in any quantity, to be consumed off the premises where sold.
 - a. **The City of Green Bay has 172 available “Class B” liquor licenses.**
 - b. **The City of Green Bay has reserve “Class B” liquor licenses. The Clerk shall review the population after each census to determine if the City is eligible for additional reserve licenses.**
- (6) *“Class B” combination license.* License that is issued to a premise that applies for both a Class “B” (beer) and a “Class B” (liquor) license.
- (7) **Reserved. Wineries.** ~~A “Class B” license issued to a winery authorizes the sale of wine to be consumed by the glass or in opened containers on the premises where sold or off the premises if the licensee seals the container of wine with a tamper-evident seal before the wine is removed from the premises. It also authorizes the sale of wine in the original package or container to be consumed off the premises where sold but does not authorize the sale of fermented malt beverages or any intoxicating liquor other than wine. “Class B” licenses issued to wineries do not count towards the “Class B” quota.~~
- (8) *“Class C” (wine) license.* Authorizes the retail sale of wine by the glass or in an opened original container for consumption on the premises where sold.
- (9) ~~*Picnie license*~~ **Temporary Alcohol Beverage License.** A license **for a temporary Class “B” Beer event or temporary “Class B” wine event may be** issued for a period not to exceed four (4) consecutive days to bona fide clubs, county or local fair associations, or agricultural societies, churches, lodges, or societies that have been in existence for not less than six (6) months prior to the date of the application, or to veteran organizations or posts, authorizing them to sell fermented malt beverages and wine containing not more than six (6) percent alcohol by volume at a particular picnic, gathering, or meeting, or during a fair conducted by a fair association or an agricultural society. All applications ~~for a picnie license~~ shall be filed with the Clerk at least **fifteen (15)** ~~five (5)~~ days prior to the event. An application ~~for a Picnie License~~ may be submitted as early as November 1 of the prior year. **The Clerk may issue Temporary Alcohol Beverage Licenses consistent with this chapter.**
- (10) *Wine Walk.* **A wine walk is a single-day event which customers are served a glass of beer or wine at multiple locations during shopping visit. A municipality may issue Temporary “Class B” (wine only) licenses for a total of up to two wine walks during a 12-month period from February to February.** The Clerk will accept applications

for special event wine walks for the upcoming year December 1 through December 15. If more than two applications are received, the Protection and Policy Committee shall recommend two permits for approval by the Common Council. **If less than two applications are received by the deadline, a qualifying organization may apply after December 15, on a first-come, first-served basis and, if eligible, be issued a wine walk license. If two applications that can be granted are not approved, a qualifying organization may apply after Council's decision, on a first-come, first-served basis.**

Sec. 4-4. License applications.

(a) *Generally.* An application for a license must comply with the following requirements.

- (1) *Deadline.* Consistent with Wis. Stats. § 125.04(3)(f), all applications for licenses to sell alcohol beverages shall be filed with the Clerk at least fifteen (15) days prior to the granting of the license.
- (2) *Receipt.* All licenses **applications** are received **in-person or by mail** on a first come basis, subject to completeness. Complete applications will be issued a date and time received.
- (3) *Time limitation.* An application shall not be valid after the license year for which it is filed.
- (4) *Complete Application.* An application for a license must contain the following **documents with signatures** and publication fee. Applications lacking any of the required documents or received without payment shall not be accepted by the Clerk.
 - a. Applications shall be made upon forms provided by the Clerk, which shall be completed in their entirety.
 - b. ~~Original Alcohol Beverage retail License Application. (AT-106~~ **AB-200**)
 - c. ~~Liquor auxiliary questionnaire~~ **Alcohol Beverage Individual Questionnaire (AB-100)**. Each person listed by each applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company.
 - d. ~~Appointment of agent for corporations and not-for-profit organization~~ **Alcohol Beverage Appointment of Agent (AB-101)**.
 - e. **A valid form of identification issued by a governmental agency containing a photograph of the person** for each person required to fill out an ~~auxiliary~~ questionnaire.
 - f. *Property interest.* Applications shall be accompanied by proof of one of the following:
 1. Ownership of the premises to be licensed.
 2. A valid option to purchase the premises to be licensed.
 3. A valid lease for the premises to be licensed for the term of the license.
 4. A valid option to lease the premises to be licensed for the term of the license.
 - g. For individuals, partners, or agents, a copy of the Responsible Beverage Server course certification issued in the past two years or a copy of a current operator's license issued in the last two years, or proof of agency for another establishment.

- h. Surrender form from present license holder (if applicable).
 - i. Wisconsin Seller's Permit issued by the Wisconsin Department of Revenue. The legal entity on the Seller's Permit must match the legal entity on the Original Alcohol Beverage Retail License Application.
 - j. Floor plan for the facility. Hand drawn diagrams are acceptable.
 - k. Picture of outdoor premise (if applicable).
 - l. **Business Security Plan.**
 - m. *Payment.* A publication fee as provided in the fee schedule must be submitted with the application and required documents to be deemed complete.
- (b) *Transfer applications.* All applications for transfer of licenses from place to place and person to person are subject to inspections by the City, and the qualifications, review proceedings, and time constraints provided in this chapter and the Wisconsin Statutes.

(1) Applications to transfer a license from place to place require:

a. Proof of control over premises

b. Business security plan.

(2) Applications to transfer a license from person to person must be accompanied by written consent of the person from whom the license is to be transferred on a form provided by or acceptable to the Clerk, and

- a. **Proof of the new applicant has control over the premises.**
- b. **Completed AB-100 form.**
- c. **Completed AB-102 form.**
- d. **A valid form of identification issued by a governmental agency containing a photograph of the person.**
- e. **Business security plan.**
- f. **A copy of the responsible beverage server course certification issued in the past two years or a copy of a current operator's license issued in the last two years, or proof of agency for another establishment.**

- (c) *Renewal applications.* All applications for renewal of licenses are subject to the qualifications, review proceedings, and time constraints provided in this chapter and the Wisconsin Statutes.

- (1) *Renewal Application deadline.* Applications may be sent after March 1st and are due on or before April 15 of each year. **If April 15 falls on a non-business day, the deadline will be extended to the next business day.** The Common Council shall grant, ~~issue~~, or deny each timely-filed application no later than June 15 for the ensuing license year. If a renewal application is received after April 15, notice of Council's intent to grant, ~~issue~~, or deny the renewal application, as well as notice of any accompanying hearing, may not be available before the license expires on June 30.

(2) *Late application fee.* Renewal applications received after the April 15 deadline shall be subject to a late filing fee as provided in the City Fee Schedule. Said late fee is imposed to recover the cost of processing the late application. Applications filed after May 15 will not be processed until after July 1.

4-5. Provisional License.

- (a) *Issuance.* To allow applicants an opportunity to conduct business before a regular license may be granted but after all other requirements for licensing have been met, the City has identified limited circumstances under which a provisional license may be granted. The Clerk shall only issue a provisional retail license to an applicant who has submitted a regular Class “A,” Class “B,” “Class A,” “Class B,” or “Class C” retail license application for the same type of activity, to permit the applicant to engage in the activity while approval of the regular license application is pending and in accordance with the requirements herein. The Clerk shall have three business days to grant or deny a provisional license.
- (1) *Qualification for provisional license.* In accordance with Wis. Stats. § 125.185, a provisional license is available to an applicant who has met all the following criteria:
- a. The applicant has applied for a regular license;
 - b. The applicant has submitted an application for a provisional license which authorizes only the type of activity allowed by the type of regular license applied for;
 - c. The applicant meets all licensing requirements set forth in this section; and
 - d. One of the following conditions exists:
 1. The Protection and Policy Committee has approved the applicant’s regular license application, but final approval of that application by the Common Council remains pending.
 2. The applicant has applied for a new regular license, following the sale or transfer of an existing business that held a City-issued regular license of the same type, and the provisional license is necessary to maintain the continuity of said business while approval of the new application is pending. The applicant must provide the Clerk with proof of control and/or occupancy of the premises to which the provisional license will be issued before the Clerk will issue the provisional license.
 3. The applicant held a City-issued regular license of the same type during the expiring licensing year and did not timely submit a renewal application because of excusable neglect on the part of the applicant.
 4. An administrative error caused by the City resulted in a delay in the application.
- (2) *Provisional License Applications.* A provisional license is available to an applicant for the same type of regular license if all the following conditions are met:

- a. The applicant has filed a complete regular license application form, as otherwise described in this section, for the same type of activity for which the provisional license is sought.
- b. The applicant has paid the fees associated with the type of regular license applied for, as well as the provisional license fee, as provided in the City Fee Schedule.
- c. The applicant qualifies for the type of regular license applied for, in accordance with Wis. Stats. § 125.04.
- d. The applicant has not held another provisional license of the type applied for within the current license year.
- e. The applicant has obtained all necessary approvals for the regular license from the Green Bay Police Department.
- f. The applicant has obtained all necessary approvals for the regular license from the Inspections Division of the Department of Community and Economic Development, as required by Section 4-7(c)2.
- g. For “Class B” license applications, the City’s quota under Wis. Stats. § 125.51(4) does not prohibit the City from issuing a “Class B” license.
 - 1. In accordance with Wis. Stats. § 125.185(5), provisional licenses are not available for reserve licenses.
 - 2. Issuance of “Class B” regular licenses will not exceed the number of available licenses under the City’s quota. In the event more regular license applications are received than there are licenses available under the City’s quota, no provisional licenses will be issued for any such applications.
- (b) *Expiration.* The provisional license expires sixty (60) days after it is issued, or upon approval or denial of the applicant’s regular license application, whichever occurs sooner. The provisional license may not be renewed.
- (c) *Revocation.* The Clerk may revoke the provisional license at any time if they discover that the provisional license holder made a false statement on the application.

4-6. Premise expansion on City property

- (a) *Approval.* The Common Council may authorize an establishment holding an alcohol beverage license to expand the licensed premise to include a sidewalk cafe approved for use by the Department of Public Works **or on City Deck as approved for use by The Department of Parks, Recreation, and Forestry.**
 - (1) *Expanded Premise.* The expanded premise is limited to property immediately adjacent and contiguous to the licensed establishment.
 - (2) *Application.* A licensee holding any Class “B” (beer), “Class B” (liquor), or “Class C” (wine) license, as defined under Section 4-3, shall submit to the Clerk a separate application for Expansion of Licensed Premises on City property. The application shall include all the following:

- a. A description and map of the area to be included in the expansion. The expanded area is subject to the requirements of Wis. Stats. Ch. 125 and this Code. Hand-drawn maps are acceptable.
 - b. Proof that the licensee has the right to occupy the City right-of-way. The licensee must obtain a revocable occupancy permit by applying through the Department of Public Works in accordance with Section 34-11 or the Department of Parks, Recreation, **and Forestry in accordance with Section 28-4 (m).**
 - c. A security plan indicating how the area will be monitored and secured to delineate area boundaries.
- (3) *Possession of intoxicants on expanded premises owned by the City.* Individuals may consume intoxicating liquor or fermented malt beverages on any premises authorized under this section subject to the following:
- a. Alcohol beverages shall only be served to patrons of the establishment. No carry in or carry out of alcohol beverages by any patron to or from the licensed shall be permitted, except as authorized by statute.
 - b. Each licensee serving alcohol beverages shall be responsible for monitoring the area to ensure that customers are of legal drinking age and that alcohol beverages are not impermissibly removed from the premises.
 - c. The sale of alcohol beverages shall be limited to the hours of 8:00 a.m. to 11:00 p.m. All alcohol shall be removed from the expanded premises no later than 11:30 p.m.
- (b) *Special Events.* An establishment holding an alcohol beverage licensee may apply for a temporary expansion of a licensed premises to a public area, by submitting an application to the Clerk. Expansion is limited to property owned or controlled by the licensee. A licensee may be authorized by a special event permit to utilize a street or park property, but may not sell alcohol in the public area. The temporary expansion of a licensed premise for a one-day or otherwise limited day event shall be approved by the Protection and Policy Committee.

Sec. 4-7. Licensing procedures.

- (a) *Common Council approval.* Applications complying with the provisions of this chapter and the Wisconsin Statutes shall be forwarded to the Common Council for action in the order in which they are filed, upon availability of a license type. The Common Council shall review the application, the applicant's qualifications, and all other relevant factors and determine whether to grant the license application under the provisions of this chapter and the laws of the State of Wisconsin.
- (b) *Conditional approval.* The Common Council may place additional conditions upon a license consistent with the provisions of this chapter and the laws of the State of Wisconsin. Violation of any such condition shall be considered a violation of this section and grounds for suspension or revocation of the license.
- (c) *Administrative approval.*

- (1) Prior to Common Council approval, the Chief of the Green Bay Police Department shall certify that the applicant has successfully completed a background check, completed business security plan and signed a stipulation agreement
- (2) Prior to Issuance, the Chief Building Official shall certify that the premises complies with all applicable laws and regulations, including any applicable building code requirements. No license shall be granted for a premises not in compliance with such laws and regulations.
- (d) *Licensing fee.* Upon approval by the Common Council and Administrative Approval, the Clerk shall request a licensing fee pursuant to the Fee Schedule. The licensing fee must be paid prior to issuance of the license. The licensing fee is nonrefundable.
- (e) *Form and expiration of license.* All licenses shall be numbered in the order in which the application was accepted. The date of issuance, the fee paid, and the name of the licensee shall appear on said license. All retail licenses shall expire on June 30 following issuance, unless a license is issued as a 6 Month License, or unless sooner revoked. The Clerk shall affix a signature and seal to each license.
- (f) *License amendment.* A licensee may request change to the licensed premises by submitting a change of premises application to the Clerk. Changes to a licensed premises shall be approved by the Community and Economic Development Department – Inspections. Change of premises applications approved or denied by the Protection and Policy Committee.
- (g) **Available Liquor Licenses. The clerk shall publicly notice any available licenses being returned to the pool as an informational item at a Common Council meeting prior to accepting applications.**

Sec. 4-8. Inoperative licenses.

Any license that has not been in continuous use in a manner indicating an ongoing business **or has been granted but not issued**, for a period more than sixty (60) days shall be subject to revocation or nonrenewal, unless otherwise authorized by the Common Council.

Sec. 4-9. Revocations, suspensions, and nonrenewals.

- (a) *Intent; due process.* It is the intent of the Common Council that no license granted under this chapter be revoked, suspended, or nonrenewed without first affording the license holder the due process described herein, including an opportunity for a public evidentiary hearing.
- (b) *Grounds.* Licenses may be the subject of revocation, suspension, or nonrenewal proceedings as described in this section for any violation of Wis. Stats. Ch. 125 or of this Code including, but not limited to, the following:
 - (1) The running of a disorderly house as proscribed by Wis. Stats. § 125.12.
 - (2) Activity by any licensee or operator that directly interferes with police officers or otherwise violates the law in a manner substantially related to the operation of the licensed facility.
 - (3) Any violation of any health provision of this Code dealing with public health, welfare, and safety.

- (4) Any violation of the building, electrical, or plumbing provisions of this Code or a conditional approval plan letter issued by the Chief Building Official affecting the public health, welfare, and safety.
- (5) Any liquor-related violation involving juveniles as proscribed by Wis. Stats. Ch. 125, including, but not limited to, Wis. Stats. § 125.07.
- (6) Any violation of general statutory restrictions pertaining to licensed premises and operations as proscribed by Wis. Stats. Ch. 125 and this chapter.
- (7) Any failure to maintain the qualifications required of all license holders as detailed by Wis. Stats. § 125.04 and as modified by the conditions of this Code or as a condition of granting or renewing a license.
- (8) Any violation of any restriction, stipulation, or agreement entered with the City or signed in consideration of a license issued under this chapter or Wis. Stats. Ch. 125.
- (9) A lack of continuous use of the license in a manner indicating an ongoing business for a period exceeding sixty (60) days, in accordance with section 4-8.
- (10) The licensee no longer has legal ownership or control of the property included in the premises description. If a portion of the property remains under the licensee's ownership or control and not other reasons for revocation exist, the licensee may modify its licensed premises and continue to operate.

(c) *Correction Meeting.*

- (1) *Notice.* Whenever the Chief of Police determines that, on two (2) or more occasions within a twelve-month period, a licensee has violated any provision of this chapter or Wis. Stats. Ch. 125 in a manner resulting in enforcement action, the Chief may notify the licensee in writing. The notice shall contain the street address of or other description sufficient to identify the licensed premises, a description of the violations and enforcement actions that have occurred at the premises, and notice of the time and place at which the licensee is scheduled to meet with the Chief and the City Attorney as described in this section.
- (2) Any licensee receiving notice pursuant to subsection (1) shall meet with the Chief of Police or designee and the City Attorney or designee at the date and time prescribed in the notice. The parties shall review the problems occurring at the licensed premises. Within ten (10) days of this meeting, the licensee shall submit to the Chief and City Attorney an abatement plan to end the alcohol beverage-related violations and enforcement actions on the premises. The plan shall also specify the name, address, and telephone number of a person living within sixty (60) miles of the property who can be contacted in the event of further police, fire, or inspection contact. Additionally, the plan shall include a signed statement from the licensee indicating their understanding that if they fail to comply with the abatement plan or to take the actions discussed at the meeting, the City may move forward with efforts to revoke, suspend, or not renew their license. An abatement plan shall remain active for one (1) year.

(d) *License revocation procedure.*

- (1) *Complaint.*

- a. Any resident of the City may file a sworn written complaint with the Clerk alleging one or more of the grounds listed in Wis. Stats. § 125.12(2)(ag) about any licensee holding a license under this chapter.
- b. The City Attorney may commence revocation or suspension proceedings against a licensee by filing a formal complaint with the Clerk stating the specific violations comprising the grounds for the revocation or suspension. The City Attorney may initiate revocation or suspension proceedings against a licensee if:
 1. The licensee has been the subject of a correction meeting; and
 2. The licensee commits one or more subsequent violations of this chapter, Wisconsin's criminal code, or Wis. Stats. Ch. 125 which results in enforcement action.
- (2) *Summons.* Upon the filing of a complaint under this subsection, the Common Council shall issue a summons signed by the Clerk commanding the licensee complained of to appear before the Common Council on a day and at a place named in such summons, not less than three (7) nor more than ten (14) days from its date, and show cause why the license should not be revoked. Such summons shall be served with a copy of the complaint in accordance with Wis. Stats. Ch. 801 at least three (3) days before the time at which the licensee is commanded to appear.
- (3) *Evidentiary hearing.* The Common Council shall conduct a hearing on a complaint filed under this section. Said hearing shall be governed by the provisions of Wis. Stats. § 125.12. The licensee may be represented by counsel, present and examine witnesses, and have prepared, at the licensee's expense, a transcript of the hearing.
- (e) *Council action.* At the conclusion of the evidentiary hearing, which may be held in open or closed session depending on the nature of the evidence to be produced, the Common Council, following deliberation in open or closed session, shall make one of the following determinations. The Clerk shall give notice of Council's action to the licensee.
 - (1) No action shall be taken due to insufficiency of the evidence.
 - (2) No action shall be taken at present because an accommodation on the part of the licensee has been reached.
 - (3) A suspension of not less than ten (10) nor more than ninety (90) days shall be imposed.
 - (4) The license shall be revoked.
 - (5) The complaint shall be tabled pending disposition of pending criminal or Municipal Court proceedings, at **after** which time the matter ~~will~~ **shall** be considered and a recommendation made.
- (f) *Nonrenewal.* A license may be nonrenewed for any of the grounds identified in this section. Each year, the Clerk shall identify any license for nonrenewal and provide that recommendation to the Common Council for determination on renewal or intent to nonrenewal the license. If the Common Council determines it will not renew, a Notice shall be sent to the licensee stating the grounds for nonrenewal and the right to a hearing. The Notice shall include the specific reasons for the nonrenewal and include any supporting records. The licensee shall have ten (10) days to request, in writing, an evidentiary hearing

on the nonrenewal of their license. This hearing shall be held before the Common Council pursuant to Wis. Stats. § 125.12(2)(b). The licensee may be represented by counsel, present and examine witnesses, and have prepared, at the licensee's expense, a transcript of the hearing. The Clerk shall issue the licensee a Final Decision document stating the decision of the Common Council to grant the renewal or nonrenew the license within 5 days of the hearing.

- (g) *Appeal.* Appeal from the decision of the Common Council shall be to the Brown County Circuit Court within 30 days of the receipt of Final Decision.
- (h) Return of licenses. Licensed revoked or nonrenewed shall be returned to by the pool of available licenses by the Clerk after 30 days following a Notice of Final Decision.

Sec. 4-10. License restrictions.

- (a) *Statutory requirements.* Any license granted pursuant to this chapter to sell intoxicating liquor or fermented malt beverages shall be subject to the regulations, conditions, and restrictions imposed by Wis. Stats. Ch. 125. In addition, the City of Green Bay, pursuant to the authority of Wis. Stats. § 125.10, specifically adopts certain other restrictions and requirements by this section.

- (b) *Moratoria.* The Common Council may by resolution or ordinance establish an alcohol license moratorium in a specific geographical area.

- (c) *Restrictions on location.* ~~No liquor license shall be issued for a premises when any portion of the structure housing the premises would be fewer than 300 feet from the entrance to a structure housing any established public school, parochial school, hospital, or church. Said restriction may be waived by a two-thirds vote of the Common Council. This subsection shall not apply to:~~

~~(1) Any premises for which a license under this chapter was issued on or before March 25, 2000, and which license has been continuously retained to date;~~

~~(2) Any premises for which a license under this chapter was issued prior to the occupation within 300 feet thereof of any school, hospital, or church building, and which license has been continuously retained to date;~~

~~(3) Any picnic license; or~~

~~(4) Any premises operated as both a restaurant and an establishment for which a Class "B" (beer) or "Class B" (liquor) license has been issued, where the principal business conducted is that of a restaurant.~~ **The City of Green Bay shall follow Chapter 125 in accordance with issuing a "Class A" or "Class B" less than 300 feet from the main entrance of a public or parochial school, tribal school, as defined in Wis. Stats. § 115.002 (15m), hospital, or church.**

- (d) *Closing hours.* For the purposes of this section, the term "open" shall mean allowing any person other than the licensee or an employee actively performing job-related duties to enter, loiter, or remain in or on the licensed premises.

- (1) A premises for which a "Class A" (liquor) license has been issued may remain open for the conduct of its regular business but may not sell intoxicating liquor between the hours of 9:00 p.m. and 6:00 a.m.

- (2) A premises for which a Class “A” (beer) license has been issued may remain open for the conduct of its regular business but may not sell fermented malt beverages between 12:00 midnight and 6:00 a.m.
 - (3) No premises for which a Class “B” (beer), “Class B” (liquor), or “Class C” (wine) license has been issued may remain open between the hours of 2:00 a.m. and 6:00 a.m., except as otherwise provided in this section. On Saturday and Sunday, no premises may remain open between 2:30 a.m. and 6:00 a.m. On the Sunday that daylight saving time begins, as specified in Wis. Stats. § 175.095(2), no premises may remain open between 3:30 a.m. and 6:00 a.m.
 - (4) On January 1, premises for which a Class “B” (beer), “Class B” (liquor), or “Class C” (Wine) license has been issued are not required to close.
 - (5) No licensee or person in charge of a premises for which a Class “B” (beer) or “Class B” (liquor) license has been issued may sell alcohol beverages in their original unopened packages, containers, or bottles for consumption away from the premises between the hours of 12:00 midnight and 6:00 a.m.
 - (6) No establishment for which a “Class C” (liquor) license has been issued shall sell wine in an original bottle or container for consumption either on or off the premises where sold between the hours of 12:00 midnight and 6:00 a.m.
 - (7) Bowling centers, golf courses, movie theatres, painting studios, indoor golf and baseball facilities, racetrack grounds, indoor horseshoe-pitching facilities, curling clubs, golf clubs, and golf clubhouses may remain open for the conduct of their regular business pursuant to the hours of operation specified by its license type. An establishment remaining open for the purpose of its regular business must, always allow for open public access to the licensed establishment after such closing hours. When a question arises as to whether an establishment is open for a purpose other than selling alcohol beverages, the burden shall be on the licensee to demonstrate such other purpose.
 - (8) No person shall loiter in a licensed establishment after closing hours.
- (e) *Disorderly house.*
- (1) *Duty to maintain order.* A licensee under this section shall have a duty to maintain order and peace in and around the licensed premises. This duty shall extend to and include any parking lot or facility adjacent to and servicing the licensed premises.
 - (2) *Police power to close licensed premises.*
 - a. *Police Department.* The Police Department may order any disorderly house closed until 8:00 a.m. the following day when, in the reasonable view of the Department, the licensee or person in charge failed to maintain peace and order, or the Department otherwise believes that the public peace and safety is served by such closing by reason of threat to the bodily security, property, or peaceful repose of any member of the public.
 - b. *Department of Community and Economic Development, Inspection Division.* The Inspection Division of the Department of Community and Economic Development may order the temporary suspension of a license under this chapter where an imminent health hazard exists on the licensed premises pending a hearing pursuant

to Section 10-24. Such closing may act as grounds for suspension or revocation of a liquor license privilege under this chapter.

- c. *Brown County Health Department.* The Brown County Health Department may order a licensed establishment to temporarily close due to code violations until such time that those violations are remedied (Brown County Ordinance Ch. 37 Public Health and Wis. Stat. § 33.124).
- (3) *Open containers.* For the purposes of this section, “open container” refers to an alcohol beverage which is no longer sealed in its original container nor sealed by the licensee with a tamper-evident seal, and which is removed from the licensed premises for purposes of off-premises consumption.
- a. *Prohibited.* A licensee or person in charge shall not allow the sale, service, consumption, or carry out of alcohol beverages in open containers outside of the licensed premises. This section is not intended to prohibit the sale of alcohol beverages for off-premises consumption in containers with a tamper-evident seal as allowed by state law.
 - b. *Exemption.* This subsection shall not apply to the carry out of fermented malt beverages in open containers from a licensed premises to a special event premises licensed to fermented malt alcohol beverages if all the following apply:
 - 1. The fermented malt beverage is carried from the licensed premises to the adjoining special event premises.
 - 2. The fermented malt beverage is carried off the licensed premises in a container that does not contain glass.
 - c. Notwithstanding the exemption, no open container may be carried from a special event premises to any licensed premises or from one licensed premises to another licensed premises.
- (f) *Outdoor areas.*
- (1) *New applications.* The premises, as described in a license application under this chapter, may include a privately owned or controlled outdoor area for use no more than three (3) consecutive days and no more than ninety (90) days in a licensing year. The inclusion of the outdoor area in the licensed premises description shall be subject to review in the same manner as any other license application and the restrictions provided in this chapter.
 - (2) *Amendment; applications.* A licensee may apply to amend its licensed premises to include an outdoor area. Photographs of the outdoor area are required to be submitted with the application. The application for amendment shall be subject to review in the same manner as any other license application, including administrative review, and the restrictions provided in this chapter.
 - (3) *Fencing.* Outdoor areas shall be delineated by temporary fencing or similar barrier capable of limiting ingress and egress to licensed areas, unless additional egress is needed for a public safety purpose.

- (4) *Noise.* No musical instruments, radios, juke boxes, or other means of electric sound amplification may be used or operated in a licensed outdoor area after 10:00 p.m., unless a permit has been granted by the Chief of Police pursuant to Section 24-146(e) of this Code or Section 39.01 of the Brown County Code of Ordinances.
 - (5) *Unlicensed outdoor area.* An unlicensed outdoor area adjacent to and used in conjunction with the licensed premises shall not be used for the purpose of serving or consuming alcohol beverages.
 - (6) *Licensee responsibility.* Any licensed outdoor area is subject to all regulations of this chapter and Wis. Stats. Ch. 125.
 - (7) *Maintaining order.* The licensee shall maintain peace and order over any outdoor area adjacent to and used in conjunction with a licensed premises whether said outdoor area is licensed. Violation of this section may result in the Police Department exercising its authority under this section to order any outdoor premises or the entire licensed area closed in the public interest.
- (g) *Licensed patio.*
- (1) *New applications.* The premises, as described in a license application under this chapter, may include a privately owned or controlled patio. The inclusion of the patio in the licensed premises description shall be subject to review in the same manner as any other license application and the restrictions provided in this chapter.
 - (2) *Amendment; applications.* A licensee may apply to amend its licensed premises to include an patio. Photographs of the outdoor area are required to be submitted with the application. The application for amendment shall be subject to review in the same manner as any other license application, including administrative review, and the restrictions provided in this chapter.
 - (3) *Immediately adjacent.* A licensed patio must be immediately adjacent to the indoor portion of the licensed premises. For purposes of this section, a patio is immediately adjacent if it can be accessed from the indoor portion of the licensed premises without crossing any unlicensed area.
 - (4) *Barrier.* A licensed patio must be enclosed by a permanent fence, structure, or other barrier that clearly delineates the separation from licensed to unlicensed area. The fence, structure, or other barrier must be at least three (3) feet in height and must clearly separate the licensed premises from any non-licensed area. Photographs of the barrier shall be provided with the application.
 - (5) *Ingress.* Access to a licensed patio shall be through an indoor licensed area. Ingress to a licensed patio from an unlicensed area should be limited to safety purposes only. Egress to an unlicensed area without the ability to return shall not be limited, to permit egress for safety purposes.
- (h) *Online ordering and curbside pickup of alcohol beverages.*
- (1) *Premises.* No establishment shall allow the online purchase of alcohol beverages and curbside delivery of such purchases (hereinafter, “click and collect”) without first submitting a request to the Clerk to amend its liquor license premises description to

include that portion of the establishment's parking lot that will allow purchasers to park their vehicles for purposes of picking up their online orders. This request must be approved by the Common Council.

- (2) *Operation Plan.* Along with its amendment request, the licensee shall file a detailed operation plan that clearly details how its "click and collect" operation will function. The plan shall include the licensee's protocol for ensuring that underage persons and intoxicated persons do not pick up alcohol via "click and collect." If the licensee fails to provide a detailed operation plan with its amendment request, the Clerk shall not forward the request to the Protection and Policy Committee for consideration.
- (3) *Sale.* No establishment holding a license under this chapter shall allow the online purchase and pick-up of alcohol beverages unless the sale is consummated on the licensed premises.
 - a. Payment for the purchase must be completed on-premises and may not be completed until the purchaser is at the licensed premises and has presented a valid photo identification that has been verified by a licensed operator employed by the establishment.
 - b. The licensed operator must verify that the person picking up the "click and collect" order is the same person who placed the order and is present in the vehicle into which the order is loaded.
 - c. The sale and delivery of "click and collect" purchases shall be made only by a licensed operator.
 - d. No alcohol sales are permitted if the purchaser fails to present valid photo identification.
 - e. The "click and collect" system must allow the purchase of alcohol to be denied without affecting the remainder of the purchase.
 - f. The establishment must capture and retain an image of the vehicle into which each "click and collect" order is loaded for thirty (30) days.
 - g. For each "click and collect" transaction, the establishment must record and retain the following information for thirty (30) days:
 1. The name of the purchaser.
 2. The type of identification card presented and the number and expiration date of that identification card.
 3. The purchaser's date of birth.
 4. The license plate of the vehicle into which the order is loaded.
 - h. If the "click and collect" purchaser is in the vehicle into which the order is loaded but is not the driver, the licensed operator must verify that the driver is 21 years of age or older through valid photo identification stating the driver's date of birth.
 - i. The licensed operator shall report to his or her manager any purchaser who shows signs of alcohol consumption, and, in conjunction with the manager, shall assess sobriety for purposes of approving or denying the sale.

- j. The pick-up area for “click and collect” purchases shall be clearly defined with visible markings, signs, and/or barriers.
- (4) *Hours.* No licensee holding a Class “B” (beer) or “Class B” (liquor) license shall permit the pick-up of “click and collect” orders between the hours of 12:00 midnight and 6:00 a.m. No licensee holding a Class “A” (beer) license or “Class A” (liquor) license shall permit the pick-up of fermented malt beverages between the hours of 12:00 midnight and 8:00 a.m., nor the pick-up of intoxicating liquor between the hours of 9:00 p.m. and 8:00 a.m.
- (5) No events or activities requiring a license under this chapter other than the delivery of “click and collect” orders are permitted on the expanded premises.
- (6) *Penalty.* Any licensee or person who violates any provision of this subsection shall be subject to a forfeiture of not less than \$250.00 nor more than \$1,000.00, plus court costs and fees.
- (i) *Area for liquor sales on “Class A” (liquor) licensed premises.*
 - (1) In the interest of limiting juvenile access to alcohol beverages at retail establishments, and in the interest of promoting effective, unhampered, and efficient enforcement of such provisions as they relate to juveniles, no “Class A” (liquor) license shall be granted for any premises where the principal business conducted thereon is other than the sale of alcohol beverages, unless the establishment has:
 - a. A separate area with the ability to lock that portion of the premises during non-sale hours;
 - b. 24-hour surveillance camera(s) with recordings that are available to law enforcement upon request; and
 - c. Signage informing ~~minors~~ **patrons** that they must be 21 years of age to purchase alcohol.
 - (2) If a question arises as to what principal business is being conducted on a premises, the burden of proof shall be on the applicant or licensee.
 - (3) A violation of this provision can act as grounds for revocation or nonrenewal of a liquor license under this chapter.
- (j) *Restrictions on use of picnic license; licensed operator required.* No person holding a picnic license, as defined in Section 4-1, shall permit the sale of fermented malt beverages unless a person holding an operator’s license issued under this chapter is directly supervising and in control of the area(s) in which the sale of fermented malt beverages occurs. Where two (2) or more areas of sale are used, at least one (1) licensed operator must be present and supervising each area of sale.
- (k) *Violation of stipulation or agreement.* No licensee may violate a provision of a stipulation or other agreement entered with the City or signed in consideration of a license issued by the City under this chapter or Wis. Stats. Ch. 125. Any licensee who violates this provision may be subject to suspension, revocation, or nonrenewal of their license under Section 4-8 or other penalty under Section 4-11.

- (l) *Allowing entry.* No licensee or person in charge may refuse entry to a police officer, peace officer, or agent of the Department of Revenue to the licensed premises at any reasonable time to determine compliance with this chapter and Wis. Stats. Ch. 125. The term “reasonable time” includes, without limitation, all times when the premises is open.
- (m) *Premises capacity.* Every Class “B” (beer) and “Class B” (liquor) licensed establishment shall display a sign stating the maximum number of persons permitted on the premises by this Code, the Wisconsin Administrative Code, and/or the International Building Code. The sign shall be placed in a conspicuous place at the main entrance to each premises. The sign shall have the following wording: "Limit (number) persons." The lettering shall be white on a dark background. The letters shall not be less than one and one-half (1½) inches in height and the number shall not be less than three (3) inches in height. No licensee or person in charge of a premises shall allow more persons on the premises than the maximum number posted thereon.
- (n) License surrender. A licensee may surrender a current license by completing the form provided by the Clerk. Surrenders shall be effective the business day following Council approval, unless otherwise directed.**
- (o) Reserve licenses. A current reserve license shall not be transferred or surrendered to another owner or to another business. A surrendered reserve license shall be returned to the pool of available reserve licenses. An applicant for a alcohol license shall complete the surrender of a reserve license prior to being granted another license.**
- (p) Changes in application information. Any change in information from what was provided on an application, shall be reported to the Clerk within 30 days of the occurrence. A licensee may be required to submit a license amendment.**

Sec. 4-11. Operator’s license.

- (a) *Applications.*
 - (1) Application for an operator’s license shall be made to the Clerk on a form supplied by the Clerk’s Office. All applications shall be accurately completed in their entirety or shall be rendered void by the Clerk. Digital signatures are acceptable.
 - (2) The license fee as provided in the City Fee Schedule shall be submitted with the application.
 - (3) Upon receipt of an application, the Clerk shall forward the application to the Police Department for verification of the veracity of the application as well as research into the qualifications of the applicant in accordance with the requirements of Wis. Stats. § 125.04.
 - (4) An operator license may be granted by the Common Council without further review in the event the Police Department approves of the application.
 - (5) The license shall be issued for a period of two (2) consecutive licensing years. At all times while engaged in activities requiring a license issued pursuant to this section, the licensee shall keep the following items available for production upon request of any City or State inspecting officer:
 - a. Their operator’s license; and

- b. A valid form of identification issued by a governmental agency containing a photograph of the licensee.
- (b) *Provisional license.* The Clerk shall be authorized to issue a provisional operator's license upon receipt of a regular operator's license application. It is valid for 60 days, or upon notification of denial of the applicant's application. The requirements and provisions of Wis. Stats. § 125.17 relating to provisional operators' licenses are hereby adopted and made part of this Code as if set forth fully herein. Future amendments are also adopted prospectively, incorporated herein, and intended to become a part of this Code.
- (c) *Denial of operator's license.*
 - (1) If the Police Department determines that any portion of the application is false or that the applicant does not possess the qualifications under Wis. Stats. § 125.04, the license may be denied by the Police Department.
 - (2) The Police Department shall notify any applicant so denied.
 - (3) Any applicant whose application has been denied by the Police Department may appeal such determination to the Protection and Policy Committee. Upon appeal, the Protection and Policy Committee shall determine if the applicant possesses the qualifications of Wis. Stats. § 125.04. After making such determination, the Protection and Policy Committee shall forward its recommendation to the Common Council.
 - (4) An applicant whose application has been denied and did not appeal or whose appeal has been denied, must wait one year from the previous application submittal to reapply.
- (d) *Held Operator License:* An operator's license that has been approved by the Police Department and Council will be held with the City Clerk's Office until the applicant has provided proof of completion of the "Responsible Beverage Server" course accredited by the State and taken within the last 2 years.
 - (1) Instead of the course, the applicant may provide proof that they held an operator's license in another municipality in the State of Wisconsin within the last two years or
 - (2) have been an agent at a licensed establishment within the last two years.

The applicant must also have no unpaid parking tickets or unpaid warrants.

- (e) *Issuance of license.* The Clerk shall not issue an operator's license until all requirements of this section have been satisfied.

Sec. 4-12. Penalties.

- (a) *Forfeiture.* Any person violating a provision of this chapter where no penalty is specified, and except as described in subsection (d), shall be subject to a forfeiture of not less than \$1.00 nor more than \$500.00 for each offense.
- (b) *Specific violations.* Any person violating Wis. Stats. §§ 125.07(1) and (4), 125.085, or 125.09(2), as adopted in Section 4-2, shall be subject to the penalties provided therein.

SECTION 2, Section 28-4(m), Green Bay Municipal Code is hereby created to read:

Sec. 28-4. Conducts in parks and greenways.

- (m) **Occupancy of City Deck.** No person shall obstruct or cause to be obstructed in any manner any portion of City Deck except for an emergency without first obtaining a permit from the Director of Parks, Recreation, and Forestry or a designated representative. Any portion of City Deck that is obstructed by such permit shall be delineated, if required, in accordance with this Code. Such permit shall be immediately revoked by the Director for noncompliance.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2024.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

Date:

ZONING ORDINANCE NO. 07-24

**AN ORDINANCE REZONING PROPERTY LOCATED AT
715 MARQUETTE AVE FROM
OFFICE RESIDENTIAL (OR) AND LOW-DENSITY RESIDENTIAL (R1)
TO LOW-DENSITY RESIDENTIAL (R1)
(ZP 24-09)**

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property, known as 715 Marquette Avenue (Parcel #2-1089), from Office Residential (OR) and Low-Density Residential (R1) to Low-Density Residential (R1):

LOT 3, BLOCK 1, ACCORDING TO THE RECORDED PLAT OF MEACHAM'S REDWOOD ADDITION, IN THE CITY OF GREEN BAY, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall not take effect until a public hearing is held hereon as provided by Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2024.

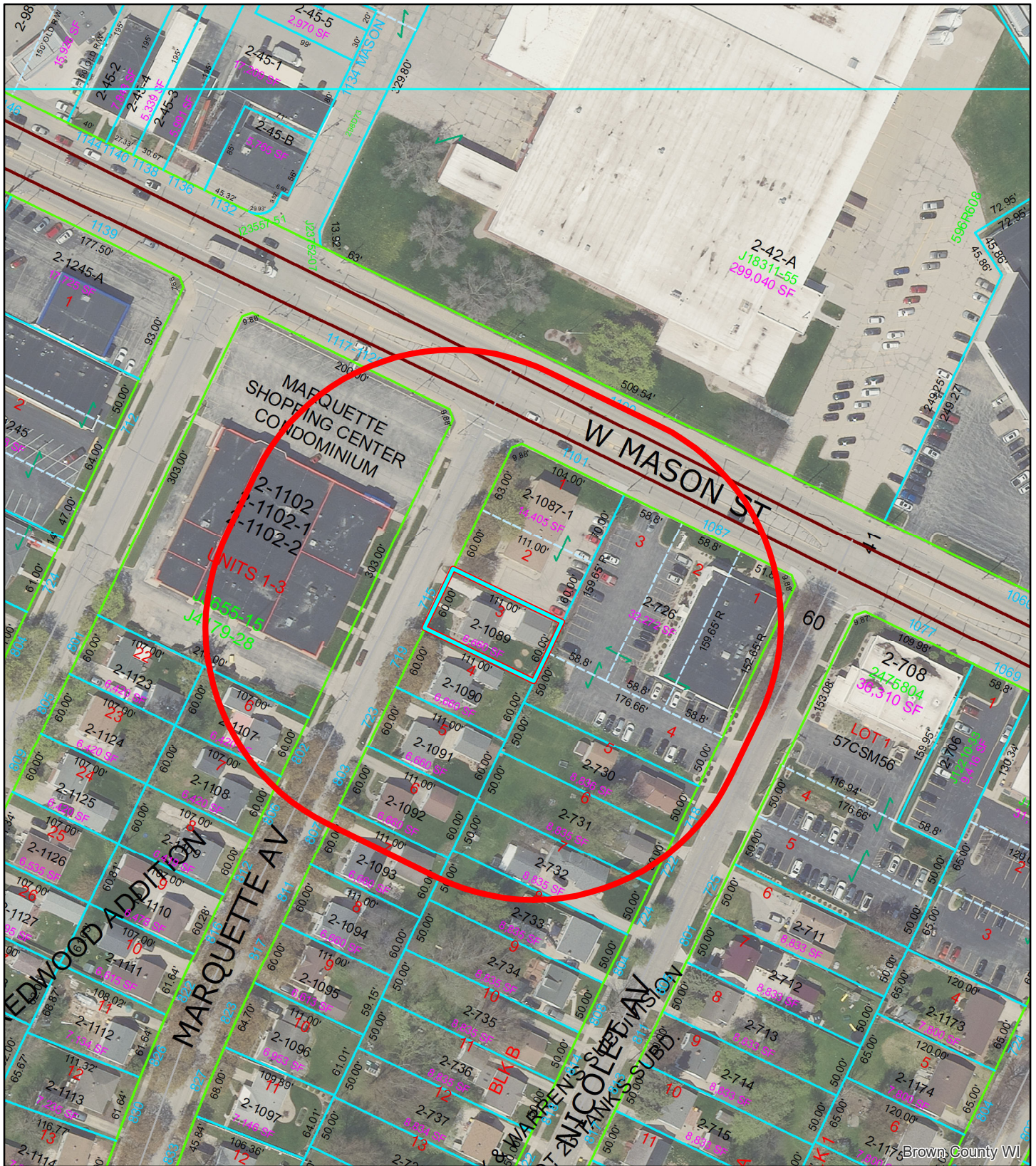
APPROVED:

Eric Genrich, Mayor

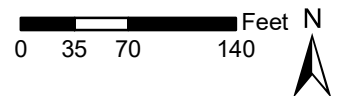
ATTEST:

Celestine Jeffreys, Clerk

sh:
Attachment – Location Map



(ZP 24-09) Rezone from OR & R1 to R1
at 715 Marquette Avenue



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 09 Apr 2024 X:\Planning\Basemaps\template_8.5x11.mxd

- 715 Marquette Avenue
- 200' Notification Area

ZONING ORDINANCE NO. 08-24

**AN ORDINANCE REZONING PROPERTY LOCATED AT
1709 AND 1745 MORaine TERRACE FROM BUSINESS PARK DISTRICT
TO LIGHT INDUSTRIAL DISTRICT
(ZP 24-13)**

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described properties, known as tax parcels 6-58-1 and 6-58-B-1 which are located at 1709 and 1745 Moraine Terrace from Business Park (BP) District to Light Industrial (LI) District.:

1709 MORaine TERRACE (6-58-1)

PARCEL TWO (2), OF VOL. 6 CERTIFIED SURVEY MAPS, PAGE 491, MAP NO. 1642, AS DOCUMENT NO. 870906; SAID MAP BEING PART OF LOT EIGHTY-SEVEN (87), ACCORDING TO THE RECORDED PLAT OF FORT HOWARD MILITARY RESERVE, IN THE CITY OF GREEN BAY, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN.

1745 MORaine TERRACE (6-58-B-1)

LOT ONE (1), VOL. 42, CERTIFIED SURVEY MAPS, PAGE 35, MAP NO. 6305; SAID MAP BEING PART OF LOT EIGHTY-SEVEN (87), ACCORDING TO THE RECORDED PLAT OF FORT HOWARD MILITARY RESERVE, IN THE CITY OF GREEN BAY, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall not take effect until a public hearing is held hereon as provided by Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

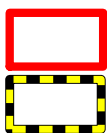
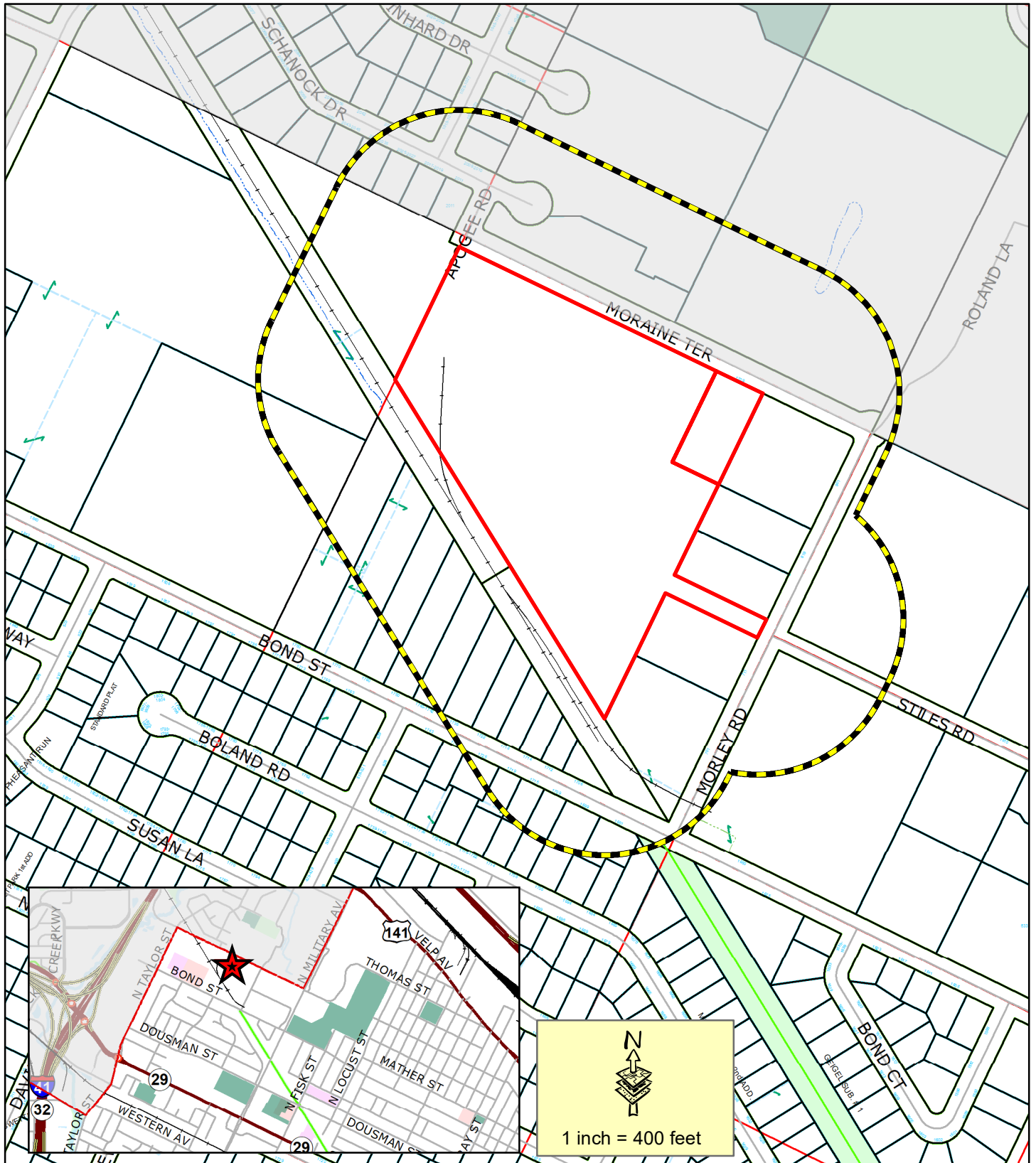
Dated at Green Bay, Wisconsin, this _____ day of _____, 2024.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, City Clerk



Subject Area

400' Property Owner Notice

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Zoning Petition (ZP 24-13)
Rezone Subject Area
at 1709 and 1745 Moraine Terrace
from Business Park (BP) to Light
Industrial (LI)



ZONING ORDINANCE NO. 10-24

**AN ORDINANCE REZONING PROPERTY LOCATED AT
THE 3000 BLOCK OF FINGER ROAD (PARCEL 21-7596)
FROM RURAL RESIDENTIAL (RR)
TO GENERAL COMMERCIAL (C1)
(ZP 24-11)**

THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property, known as 300 block of Finger Road (Parcel 21-7596); from Rural Residential (RR) to General Commercial (C1)

LOT 1 OF VOLUME 47 CERTIFIED SURVEY MAPS, PAGE 89, MAP NO. 6975, SAID LOT BEING A LL OF LOT 1 OF VOLUME 46 CERTIFIED SURVEY MAPS, PAGE 314, MAP NO. 6296, SAID MAP BEING PART OF THE NE ¼ OF THE NE ¼ OF SECTION 10, TOWNSHIP 23 NORTH, RANGE 21 EAST, IN THE CITY OF GREEN BAY, EAST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. This ordinance shall not take effect until a public hearing is held hereon as provided by Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2024.

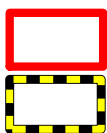
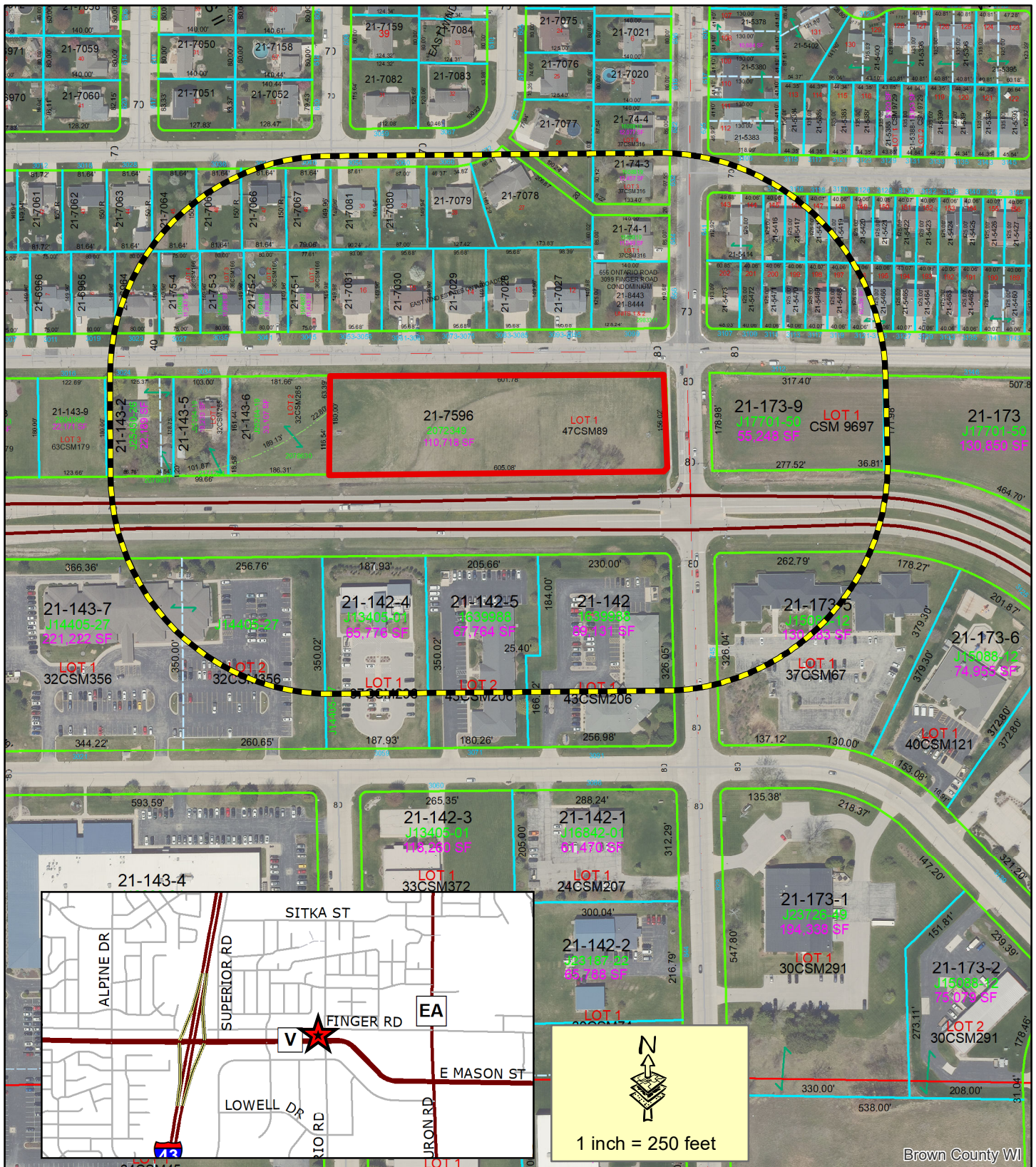
APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

jl:
Attachment – Location Map



Subject Area

400' Property Owner Notice

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Zoning Petitions **(ZP 24-11 and ZP 24-12)** **Rezone and Conditional Use** **Permit at** **3000 Block of Finger Road**

