



AGENDA OF THE COMMON COUNCIL

**TUESDAY, JUNE 18, 2019, 6:00 PM
COUNCIL CHAMBERS
ROOM 203, CITY HALL**

- A. Roll Call.**
- B. Pledge of Allegiance.**
- C. Invocation.**
- D. Approval of Minutes.**
 - I. Approval of the minutes of the May 21, 2019 meeting.
- E. Approval of the Agenda.**
- F. Report by the Mayor.**
- G. Announcements.**
- H. Presentations**
 - I. Presentation of the Safe Walk & Bike Plan, completed with City of Green Bay, Green Bay Area Public School District and Toole Design Group.
- I. Appointments.**

I. **New Appointment:**

Broadway Business District (BID) Board

Kelly Ranck, 340 N. Broadway, Green Bay, WI 54303

Term to expire: December 31, 2019

Sustainability Commission

John D. Arendt, 726 Sunrise Lane, Green Bay, WI 54301

Term to expire: August 21, 2020

Green Bay Public Arts Commission-Liaison

Matt Vanden Boomen, 600 James Street, Apt. 108, De Pere, WI 54115

Term to expire: March 22, 2021

J. **Public Hearings.**

1. Zoning Ordinance No. 02-19

An ordinance amending Zoning Ordinance No. 20-07 to permit the expansion of the Planned Unit Development Overlay District boundary for the St. Mary's Hospital Corridor located at the Northeast corner of Shawano Avenue and Taylor Street.

2. Zoning Ordinance 03-19

An Ordinance rezoning property located at 1132 West Mason Street, 11347 West Mason Street and a portion of 1136 West Mason Street from Public Institutional (PI) District to General Commercial (CI) District.

3. Resolution authorizing conditional-use approval at 1136 West Mason Street.

4. General Ordinance 15-19

An ordinance amending Section 13-2021, Green Bay Municipal Code video display signage.

K. **Ordinances - Second Reading for Adoption.**

1. Zoning Ordinance 2-19

An ordinance amending Zoning Ordinance No. 20-07 to permit the expansion of the Planned Unit Development Overlay District boundary for the St. Mary's Hospital corridor located at the northeast corner of Shawano Avenue and Taylor Street.

2. Zoning Ordinance 03-19

An Ordinance rezoning property located at 1132 West Mason Street, 11347 West Mason Street and a portion of 1136 West Mason Street from Public Institutional (PI) District to General Commercial (CI) District.

3. General Ordinance 14-19

An ordinance creating Section 40.14 relating to community service as a penalty.

4. General Ordinance 15-19

An ordinance amending Section 13-2021, Green Bay Municipal Code video display signage.

L. **Report of the Plan Commission (June 10, 2019).**

1. To amend the Planned Unit Development (PUD) for the Legacy District, Tony Canadeo Drive, submitted by the Department of Community & Economic Development, subject to the amended Planned Unit Development District Ordinance (PUD).
2. To authorize a Conditional Use Permit (CUP) to allow for a detached garage to exceed both the height and area limitation in Chapter 13-615, Green Bay Zoning Code at 3071 Gothic Court, subject to:
 - a. 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.
 - b. Continuance of similar style of architecture, exterior construction material, and color of the structure.
3. To authorize a Conditional Use Permit (CUP) to permit two free-standing parking lots in the 400 to 500 Block of South Broadway, subject to:
 - a. Standard site plan review and approval all applicable standards listed in Chapter 13, Green Bay Zoning.
4. To rezone 2324 University Avenue from General Commercial (C1) to Highway Commercial (C2) to permit the construction of a Burger King restaurant.
5. To amend Chapter 13-509 to permit the installation of a ramp for access to a structure to be compliant with American with Disabilities Act (ADA).
6. To approve the Safe Walk & Bike Plan, completed with Green Bay Area Public School District and Toole Design Group as proposed in the provided draft.
7. To receive and place on file the request from Ald. Andy Nicholson to rename Spring Street.
8. To refer to the Protection and Policy Committee the request from Ald. Barb Dorff to research and create a fair housing ordinance for the City of Green Bay.
9. To refer to staff the request from Ald. Barb Dorff to incorporate the findings of the analysis of impediments to fair housing into the Comprehensive Plan.
10. To receive and place on file the request from Ald. Kathy Lefebvre to consider an exemption/conditional use to allow storage unit expansion, cleaning up & improvement of the property at 1725 N Irwin Avenue.

M. Report of the Redevelopment Authority (June 4, 2019).

1. To approve the Final Resolution Regarding Exempt Facility Variable Rate Demand Redevelopment Revenue Bond Financing for Green Bay Packaging Inc. Project.

2. To approve Development Agreement 19-02 with The Legacy Green Bay, LLC, for the Legacy Hotel at 1004 Brett Favre Pass (Tax Parcel 1-1841-C-2), subject to minor legal and technical clarifications.

The 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 Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

3. To approve the proposed Industrial Revenue Bond Fee Schedule.

N. Report of the Improvement & Services Committee (June 12, 2019).

1. To approve request by Danielle Klaus to rescind the snow and ice removal charge of \$74.08 at 1414 East Mason Street.
2. To approve results of sidewalk study on Ontario Road and order sidewalk installed at 436 Ontario Road and prepare sidewalk resolutions for 436, 450, 484, and 490 Ontario Road and 3093 Beth Drive.
3. To hold request by Ald. Scannell, on behalf of Jon-Thomas Korntved, for 8 additional overnight parking exemptions at 868 1/2 Dousman Street.
4. To receive and place on file request by Ald. Brunette for Public Works to provide an up to date account of revenue and expenditures of the Wheel Tax.
5. To have Department of Public Works, Green Bay Metro Fire Department, and Green Bay Police Department prepare a communication plan for man made and natural disasters to help our citizens have as much time as possible to preserve life and property.
6. To receive and place on file request by Ald. Galvin for an update on when the plan to bring sidewalks up to code will be ready.
7. To adopt a resolution approving the annual Compliance Maintenance Annual Report (CMAR), authorize the Mayor and City Clerk to execute the resolution, and authorize the Director of Public Works to submit the report to Wisconsin Department of Natural Resources.
8. To approve request by Department of Public Works to enter into Intermunicipal Agreement for Reciprocal Aid with surrounding municipalities.
9. To approve request by Speedy Clean, Inc. to enter into an annual Hold Harmless Agreement for access to the City of Green Bay sewer system to conduct inspection of the sewer mains and laterals.

10. To approve the report of actions taken by Department of Public Works

A. Award of contracts

1. To approve to award contract PAVEMENT 3-19 S. CHESTNUT AVENUE RECONSTRUCTION to the low responsive bidder, Advance Construction, Inc., in the amount of \$922,751.

2. To approve to award contract PAVEMENT 4-19 HAVEN PLACE RESURFACING to the low responsive bidder, MCC, Inc., in the amount of \$165,521.25.

3. To approve to award contract RETAINING WALL CONSTRUCTION - BLONDE AVENUE to the low responsive bidder, Highway Landscapers Inc., in the amount of \$86,020.50.

B. Granting of Licenses

1. Sidewalk Builder

- a. Blaser Construction
- b. Christensen Concrete
- c. Fischer Concrete LLC
- d. Melnarik Concrete, Inc.
- e. Q3 Contracting, Inc.

2. Tree & Brush Trimmer

- a. Asplundh Tree Expert LLC
- b. Jose Rodil Herrera
- c. Urban Tree Service

3. Underground Sprinkler System for RainMaster Irrigation, Inc.

C. To conditionally approve the applications contingent upon a positive review of references

1. Sidewalk Builder

- a. Crete Workx Green Bay LLC
- b. Total Construction DBA Joe Mains Concrete

11. To receive and place on file the report of the emergency sanitary sewer repairs at Radisson Street and North Quincy Street.

12. To receive and place on file the report of emergency action taken to restore damage to North Broadway from Dousman Street to Mather Street.

13. To receive and place on file the report on execution of contract for professional services associated with Taylor Street bridge replacement design.
14. To order improvements completed and assessments levied for the project WATER MAIN AND/OR WATER SERVICES SPARTAN ROAD – Humboldt Road to Luxemburg Road; to defer assessments against Parcel 21-395 until developed; to defer assessments against the undeveloped portion of Parcel 21-394 (approximately 191 front feet) until developed.

To order improvements completed and levy assessments for the project CONCRETE PAVEMENT NORTH WEBSTER AVENUE – Main Street to East River.

O. Report of the Protection & Policy Committee (June 10, 2019).

1. To hold until the July 8 Protection & Policy meeting an appeal by Everett Butzine, 1621 14th Ave., regarding his dog Henry being declared dangerous.

The Council may convene in closed session pursuant to Section 19.85(1)(a) Wisconsin Statutes for the purpose of deliberating a case which may be the subject of a quasi-judicial trial or hearing before that governmental body. The Council may, thereafter, reconvene in open session pursuant to Section 19.85(2) Wisconsin Statutes to report any actions taken during the closed session and to consider all other matters on the agenda.

2. To hold until the July 8 Protection & Policy meeting an appeal by Eric Chang at 830 Howard Street regarding invoice 19001317.
3. Informational: To approve a request by Tenet, LLC at 2475 W. Mason St. to amend their licensed premises suspending the ordinance requirements for an outdoor licensed premises and to approve the proposed outdoor premises as proposed, pending the approval of the proper authorities. (The Protection & Policy Committee took final action at the June 10 meeting).
4. Informational: To approve a request by 304 N. Adams Green Bay, LLC at 304 N. Adams St. to amend their liquor license to include outdoor seating/serving in the City right-of-way (The Protection & Policy Committee took final action at the June 10 meeting).
5. Informational: To approve a request by Richard Craniums at 840 S. Broadway to temporarily extend their licensed premises to their parking lot on June 13, 16, 20 and 23 (subject to complaint) and hold decision on the remainder of the requested dates (June 27, 30; July 4, 7, 11, 14, 18, 21, 25, 27; August 1, 4, 8, 11, 15, 18, 22, 25, 29; September 1) until the June 24 Protection & Policy special meeting. (The Protection & Policy Committee took final action at the June 10 meeting).
6. To approve the request by Green Bay Sportservice, Inc. at 1265 Lombardi Ave. to temporarily extend their licensed premises to the parking lot on September 14, 2019 for a one-day special event, subject to complaint.
7. Informational: To approve a request by Pepper at 114 S. Broadway to temporarily extend their licensed premises to their parking lot on June 22, 2019 for a charity event, subject to complaint. (The Protection & Policy Committee took final action at the June 10 meeting).
8. To approve the change of agent by Kwik Trip 115 at 515 W. Walnut St.

9. To approve the change of agent by Aardvark Wine Lounge, LLC at 304 Pine St. for the 2019-2020 license year, with the approval of the proper authorities.
10. To approve the renewal application for a "Class B" Combination license by Aardvark Wine Lounge, LLC at 304 Pine St. for the 2019-2020 license year, pending the approval of the change of agent at the June 18 Common Council meeting and with the approval of the proper authorities.
11. To approve the renewal applications for various liquor and/or beer licenses for the 2019-2020 license year, with the approval of the proper authorities.
12. Informational: To approve an appeal by Roberto Rebolledo regarding the denial of his operator's license (The Protection & Policy Committee took final action at the June 10 meeting).
13. Informational: To approve an appeal by Elizabeth Perrine regarding the denial of her operator's license. (The Protection & Policy Committee took final action at the June 10 meeting).
14. To hold until the July 8 Protection & Policy Meeting a request by Ald. Wery which states: "To request a report a police call volume on Western Ave. from Oneida to Taylor. What addresses are habitual problems, have nuisance plans and bills for service been issued? Develop a plan moving forward to reduce the number of police calls to this area."
15. To hold until the July 8 Protection & Policy meeting a request by Ald. Galvin to have a procedure for alders to be notified when petitions and communications are going to be addressed at the committee level for staff to get information how much each late communication costs.
16. To receive and place on file the Liquor Violation Report from the Police Department for June 10, 2019.

P. Protection & Policy Evidentiary Hearing Non-Renewal of El Presidente. (May 22, 2019)

- I. To non-renew the Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor License for the licensed premise El Presidente Green Bay LLC c/o Marco M. La Porta, President/Agent 219 N. Washington St.

The applicant has the right to demand that the hearing be held in open session or in closed session. The Council may convene in closed session pursuant to §19.85 (1)(b) and/or §19.85 (1)(f) for the purpose of considering information with respect to licensing for a person. The Council may also convene in closed session pursuant to §19.85(1)(a) Wisconsin Statutes for the purpose of deliberating a case which may be the subject of a quasi-judicial trial or hearing before that governmental body. The Council may, thereafter, reconvene in open session pursuant to §19.85(2) Wisconsin Statutes to report any actions taken during the closed session and to consider all other matters on the agenda.

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

- I. Report of the Protection & Policy Committee granting Operator Licenses.

R. Report of the Finance Committee (June 11, 2019).

1. To award a contract to BEST Enterprises, LLC for \$26,379 for the demolition of a structure at 1286 E Mason St.
2. To receive and place on file the report from IT regarding the study and fixes for the ongoing issues with the Civic Clerk Program as requested by Ald. Galvin.
3. Refer to staff to gather additional information on the five year combined Capital Improvement Plan and 2019 Bonding for another meeting to be held on June 18th, 2019 at 3:00 PM.
4. To proceed as directed in closed session on licensing the Green Bay Electronics Record Program (GERP) to Brown County.

The Council may convene in closed session pursuant to Section 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 Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

5. To receive and place on file the report of the Claim Committee.

The 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 Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

S. Report of the Park Committee (June 11, 2019).

1. To refer to staff to work with user group to develop a plan and fundraising goal for installing pickleball courts on the west side of Green Bay and bring the recommendation back to the Park Committee for discussion.
2. To receive and place on file the request by Ald. Wery to discuss the progress and future plans for Little League and Babe Ruth ballfield facilities on the west side of Green Bay.
3. To proceed as directed in closed session on the purchase of 1705 East Shore Circle (Parcel 21-439) for the expansion of Bay Beach Amusement Park.

The 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 Council may thereafter reconvene in open session pursuant to Section 19.82(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

4. To refer to City Council with no recommendation on the request by Ald. Lefebvre that as the Park Department has no policy on notification of residence/neighbors of major additions or alterations that would directly affect them, I'm therefore asking for a policy or ordinance be put in place.
5. To receive and place on file the request by Ald. Wery to discuss how to enable free WIFI access (or increased bandwidth) during all city committee and council meetings, or always have free WIFI at City Hall.
6. To approve a resolution in support of a DNR Stewardship grant application for \$625,000 to construct a beach, pier, boardwalk, bathhouse and parking lot at Bay Beach Amusement Park.
7. To approve a resolution in support of a DNR Stewardship grant application for \$123,000 for the purchase and installation of a pedestrian bridge in the Baird Creek Greenway.
8. To approve accepting a \$100,000 grant from the Wisconsin Coastal Management Program for the construction of the shoreline improvement project at Bay Beach Amusement Park.
9. To approve hiring Ruekert & Mielke for \$37,500 to complete storm water management engineering for Bay Beach Amusement Park.
10. To receive and place on file the update on closing Colburn Pool for the 2019 pool season due to unforeseen mechanical issues.

T. Report of the Personnel Committee (June 11, 2019).

1. To hold request by Ald. Galvin to examine and determine salary and benefits for the Oak Learning Center at the Wildlife Sanctuary to see if other funding sources can be used to get their pay and benefits closer to GBAPS salaries and benefits.

U. Report of the Public Arts Commission (May 22, 2019).

1. To approve the Annual Grant Program application from No Limits to the amount of \$600.
2. To recommend selecting art submissions # B1, D1, F1, G1, G3, J2, K1, L1, L6 for the Military Avenue Utility Box Artwork project.
3. To recommend the poem selection adult submissions A1, A3, A5, A7, youth submission Y28, and Denise Sweet's D2 for the sidewalk poetry project all with suggested edits.

V. Report of the Traffic, Bicycle, and Pedestrian Commission (May 20, 2019).

1. To receive and place on file the report by the Police Department of the 2019 1st quarter serious injury and fatality crashes.
2. To paint solid yellow no passing center lines on Ontario Road from Finger Road to Sitka Street.

3. To refer to the Improvement & Services Committee to develop a plan with timeline to install sidewalks in high need areas which includes a cost share mechanism between the City and property owners.
4. To receive and place on file the request for a study to determine if a STOP sign should be installed on Ontario Road at either Windland Drive or Eastbreeze Lane to help curb speeding.
5. To deny the request to establish a 4-WAY STOP condition at the intersection of Shirley Street and Locust Street.
6. To receive and place on file the request to establish a 3-WAY STOP condition at the intersection of Western Avenue and Maryhill Drive.
7. To refer to staff the request to discuss change in the customer pick-up and parking policy on Washington Street.
8. To receive and place on file the request on behalf of west side residents for a full traffic study of Liberty Street & Fisk Street area as residents are concerned about their safety.
9. To receive and place on file the request on behalf of the Western Corridor Neighborhood Association to discuss the Ben Edinger Trail crossing at Shawano Avenue.

W. Report of the Economic Development Authority (June 3, 2019).

1. To approve the disposition of 929 North Broadway (Tax Parcel 18-502) to Modern Built LLC for use with the Redevelopment Authority's New Homes in Your Neighborhood program.

X. Receive and Place on File.

1. Building Permit Report for May 2019
2. Municipal Court Report for May 2019.

Y. Resolutions.

1. Consideration of Resolution Approving Issuance of Redevelopment Authority of the City of Green Bay, Wisconsin Exempt Facility Variable Rate Demand Redevelopment Revenue Bonds, Series 2019 (Green Bay Packaging, Inc. Project).
2. Resolution authorizing conditional-use approval at 1136 West Mason Street.
3. Resolution adopting the Safe Walk & Bike Plan.
4. To approve a resolution in support of a DNR Stewardship grant application for \$625,000 to construct a beach, pier, boardwalk, bathhouse and parking lot at Bay Beach Amusement Park.
5. Final resolution authorizing water main and/or water services and levying special assessments against property.

6. To approve a resolution in support of a DNR Stewardship grant application for \$123,000 for the purchase and installation of a pedestrian bridge in the Baird Creek Greenway.
7. Final resolution authorizing concrete pavement improvements and levying special assessments against property.
8. Resolution approving the Wisconsin Department of Natural Resources NR 208 - Compliance Maintenance Annual Report.
9. Resolution approving Hold Harmless Agreement with Speedy Clean, Inc. to conduct inspection of sewer mains and laterals.

Z. Ordinances - First Reading.

1. Zoning Ordinance No. 4-19
An ordinance rezoning property located at 2324 University Avenue from General Commercial (C1) to Highway Commercial (C2).
2. Zoning Ordinance No. 5-19
An ordinance amending planned unit development ZO 12-11 Zoning Certain Lands located in the 900 and 1000 blocks of Lombardi Avenue and Tony Canadeo Run.
3. General Ordinance No. 16-19
An ordinance amending Section 13-509 Green Bay Municipal Code permitted set back encroachments.

AA. Committee of the Whole.

1. Consideration with possible action on initiating litigation against opioid manufacturers for potential violations of law in the marketing, sale, and distribution of opioids.

The 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 Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

BB. Referral of Petitions & Communications.

CC. Adjournment.

DD. 15 Minute Break

- 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.



Report to the Green Bay Plan Commission

MEETING DATE

June 18, 2019

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # H.1.

Presentation of the Safe Walk & Bike Plan, completed with City of Green Bay, Green Bay Area Public School District and Toole Design Group.

BACKGROUND

Since 2016, there have been a public push for a bicycle and pedestrian plan for the City of Green Bay. While we have many great facilities, programs, and community organizations focused on multi-modal access & safety and health, there are many gaps in infrastructure, outreach, and programs. The City began working in partnership with the Green Bay Area Public School District (GBAPS) to create a joint Safe Routes for Non-Drivers Plan and Bicycle & Pedestrian Plan in late 2017. We further partnered with Brown County Planning and Wello to create a workgroup that has led this planning process with Toole Design Group and WE BIKE, etc. GBAPS received a grant funded through the Wisconsin Department of Transportation to fund most of this plan. The City and GBAPS have each contributed 10 percent of the total project cost (\$30,994 for each entity). The City's portion was funded through unrestricted Community Development Block Grant funds, and was approved by the Plan Commission, RDA, and Common Council in summer of 2018.

Since then, we have completed a year-long public planning process to develop this comprehensive plan, the Safe Walk & Bike Plan. The original intent of this plan was to identify ways to empower adults and children of all ability levels throughout Green Bay to make walking and biking a part of their daily routines in getting to schools and other community destinations in an equitable way. Through extensive outreach including public meetings, school site visits, surveys, and stakeholder meetings, the Safe Walk & Bike Plan represents the community's needs with realistic and actionable implementation recommendations. This plan is unique in that it equally addresses the City's overall needs while giving school-specific recommendations as well. This plan is intended to be a guiding document for the City, GBAPS, and our community partners in ensuring safety, livability, and equity in our community.

The plan focuses on the 5 "E's": Engineering, Encouragement, Education, Enforcement, and Evaluation. These topics guided the plan, from data collection to implementation. For the recommendations of this plan, each "E" is broken down between City-Wide and School recommendations. These recommendations address a wide variety of issues, and also give resources for other similar projects or implementation strategies. Implementation will be done in phases, as noted in the prioritization maps. As redevelopment, new development, or roadway projects occur, this document will be consulted to address the bicycle and pedestrian accommodations that are most appropriate for the site or roadway.

The approval of this plan will allow our community to be eligible for additional funding resources to complete the tasks as recommended by this plan. Many of these funding opportunities are matching or fully-funded grants, taking all or the majority of the financial burden off of each entity's general budget. Being able to participate in the planning process for 10% of the total project cost, which can lead to grant opportunities for infrastructure projects is a great opportunity for the City. To ensure this plan is used effectively, the original workgroup from the planning process will be retained and expanded. With an active, multi-representative group, we will be able to continue sharing resources, learn about projects and funding opportunities, and hold one another accountable to the implementation recommendations in the plan.

The final document and maps can be viewed here:

https://www.gbaps.org/our_district/departments/transportation/safe_routes_project

RECOMMENDATION

Approval of the request, as proposed in the provided draft.

FISCAL IMPACT

ATTACHMENTS

- I. Wello Letter to GB City Council_6.11.2019



where well-being starts with we

300 N. Broadway, Ste. 3A
Green Bay, WI 54303
(920) 593-3403

Natalie Bomstad, MPH
Executive Director
Natalie@Wello.org

June 11, 2019

Dear Alderpersons of the Green Bay City Council,

I am writing this letter today to express support for the adoption of the collaborative City of Green Bay Bicycle and Pedestrian Plan and Green Bay Area Public School Safe Routes to School Plan (Safe Walk & Bike Plan). This plan, developed during a yearlong process with extensive community input, provides a blueprint to take the City's bicycle and pedestrian infrastructure into the future with both economic, health and safety, and equity benefits.

Economic. Research indicates that young professionals, families, and retirees alike put a premium on living in a community where it is safe and easy to walk, bike, and actively connect to their community. Cities that are bicycle and pedestrian friendly increase property values while attracting and retaining top talent – a shared regional goal. Increased economic growth and productivity is also present in cities where their residents are more active and less sedentary – walking, running, and riding to connect to where they need to go.

Furthermore, the adoption of a City bicycle and pedestrian brings money into the community as we become eligible to apply for additional funding sources to support some of the recommendations included within this plan.

Health and Safety. Access to safe active transportation routes is also a critical component of getting our children to school and improving our community's quality of life. Walkable and bikeable communities encourage residents to connect with their friends, neighbors and businesses while also increasing their physical activity levels and improving their health. The presence of sidewalks and trails is linked to a better sense of connectedness and overall health and well-being. This benefit is seen at all stages of life; children walking/biking to school, families engaging in physical, outdoor activities together, and seniors maintaining a more independent lifestyle when they can easily connect to the people and places in their communities.

Equity. Equally important to the economic and health and safety benefits of investing in a walkable, bikeable community is equity. Active community design ensures all citizens have the same opportunity to move and connect throughout a city safely. This includes neighbors who may be disabled, wheelchair bound, or who rely on walking or biking to commute to their job. This plan is an opportunity to design roads and connections in a way that can serve a community well for years to come, and provides for the needs of all residents - regardless of income or preferred mode of transportation.

On behalf of Wello, we express our support for the adoption of this collaborative plan to move Green Bay forward. Please do not hesitate to contact me should you have any questions.

With gratitude,

ZONING ORDINANCE NO. 02-19

**AN ORDINANCE
AMENDING ZONING ORDINANCE NO. 20-07
TO PERMIT THE EXPANSION OF THE PLANNED UNIT DEVELOPMENT
OVERLAY DISTRICT BOUNDARY FOR THE ST. MARY'S HOSPITAL
CORRIDOR LOCATED AT THE NORTHEAST CORNER OF SHAWANO
AVENUE AND TAYLOR STREET
(ZP 19-04)**

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

SECTION 1. Zoning Ordinance No. 20-07, adopted September 4, 2007.

SECTION 2. Section 13.108, Green Bay Municipal Code, together with the zoning map referred to therein, hereby amends the Planned Unit Development District on the following described property:

All of Volume 13 of Certified Survey Maps Page 113, Map Number 2683, Document Number 1023391, being all of Lots 1 and 2 and the now vacated right of way of Sundale Drive of said Certified Survey Map, located in part of Private Claim 1, West Side of Fox River, City of Green Bay, Brown County, Wisconsin.

SECTION 3. Pursuant to Section 13-1900, et seq., Green Bay Municipal Code, as they apply, the following conditions are imposed:

- A. PROJECT SCOPE. This development, as depicted in Exhibit A is to serve as the redevelopment of the northeast corner of Shawano Avenue and North Taylor Street and an expansion of the zoning boundaries of the St. Mary's Hospital Corridor for the construction of a Prevea Clinic.
- B. PERMITTED USES. The subject area shall be included in the West Medical 1 area and is subject to the uses stated in ZO 20-07.
- C. BUILDING AND PARKING SETBACKS. The building and parking minimum setbacks are to comply with the West Medical 1 Building and Parking setbacks per ZO 20-07.
- D. BUILDING HEIGHT AND ARCHITECTURE
 - 1. Maximum Building Height
 - a. West Medical 1 – 140 feet or 10 floors except:

- (1) Any building constructed within 100 feet of existing single- or two-family residential uses is limited to 45 feet or four floors.

2. Architectural Elements. All buildings, including parking structures shall be designed to complement each other, both architecturally and visually throughout the corridor and shall be compliant with ZO 20-07.

E. PARKING , SCREENING REQUIREMENTS.

1. All parking shall be provided as per Section 13-1700, Green Bay Municipal Code.
2. Screening and Landscaping
 - a. All parking areas shall be screened from adjacent public street and properties subject to Section 13-1800, Green Bay Municipal Code.
 - b. All interior parking lot landscaping shall comply with Section 13-1800, Green Bay Municipal Code.
 - c. Trash receptacles and dumpsters, trash recycling containers, and loading docks shall be fully enclosed and screened with walls and/or fences at least 6 feet in height and 90% impervious to sight.

F. DRIVEWAYS AND PEDESTRIAN CONNECTIONS.

1. The Shawano Avenue drive shall be permitted to be increased to a maximum of 45 feet in width at the property line and 55 feet at the curb line. The drive may further be modified based on the review and approval during the final site plan approval process by the Department of Public Works-Engineering Division and City Traffic Engineer to address safety and visibility issues.
2. All other driveway design regulations shall comply with Section 13-1700, Green Bay Municipal Code.
3. Pedestrian and bike parking shall be complaint with ZO 20-07.

G. BUILDING AND SITE LIGHTING.

1. All lighting for parking areas shall be screened to minimize glare or illumination of surrounding properties and shall comply with Section 13-523, Green Bay Municipal Code.

2. Exterior building lighting locations shall be identified on the site plan during the review and approval process.
3. The location of light poles, heights, and elevations shall be identified on the site plan during the review and approval process.
4. Parking and security lights shall not be taller than buildings or a maximum of 28 feet above pavement.

H. LANDSCAPING.

A detailed landscape plan shall be provided the site plan submittal and shall be in compliance with the requirements of Section 13-1800, Green Bay Municipal Code.

I. STORMWATER MANAGEMENT AND GRADING PLAN. A stormwater management plan and grading plan meeting the standards established by the City's Department of Public Works, Brown County, and the State of Wisconsin shall be submitted to and approved by the City prior to the issuance of building permits.

J. SITE PLAN APPROVAL. A site plan shall be submitted and reviewed per Chapter 13-1800, Green Bay Zoning.

K. MISCELLANEOUS. All other requirements and standards of the Green Bay Municipal Code not specifically addressed by the PUD shall be met.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2019.

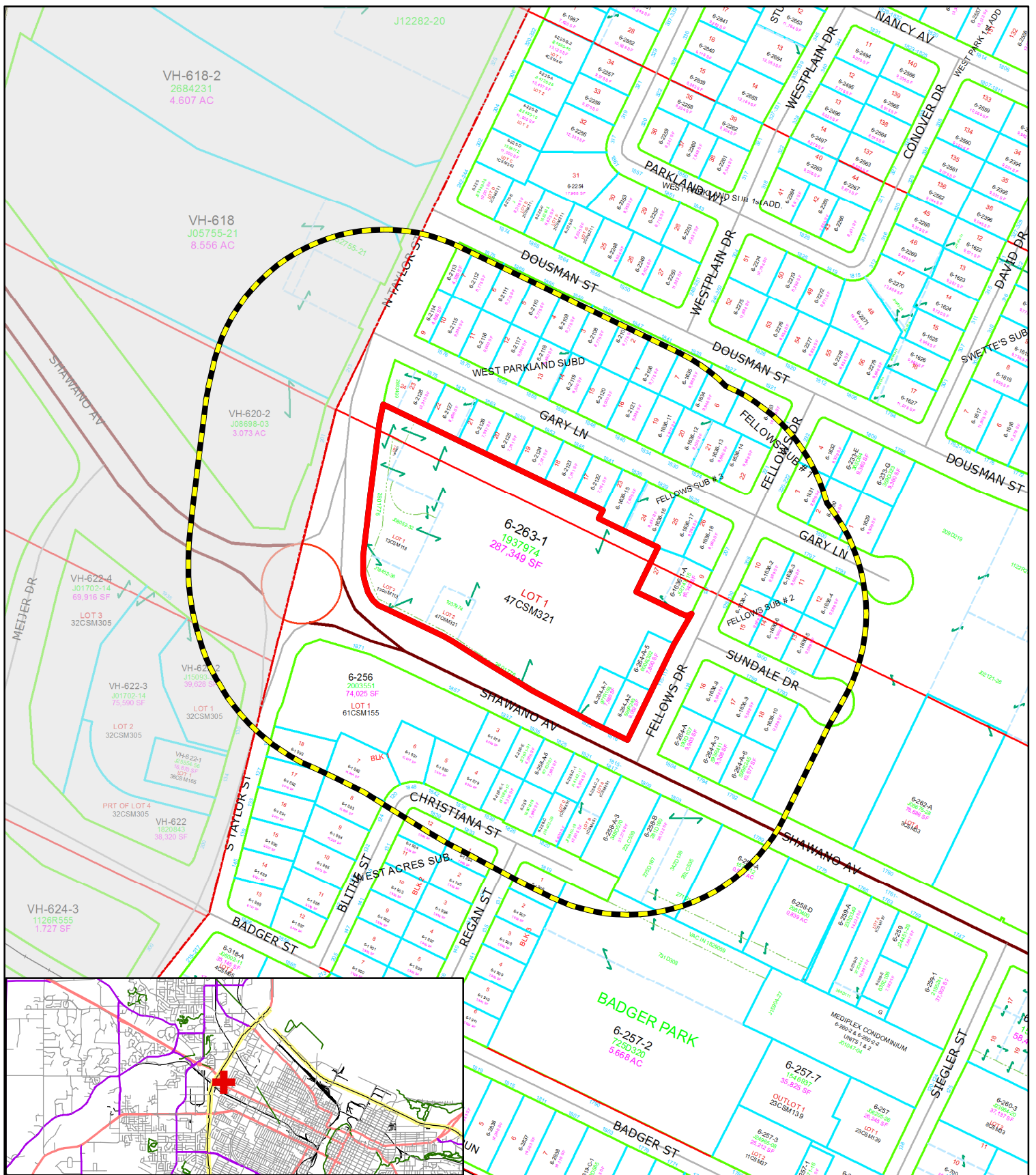
APPROVED:

Mayor

ATTEST:

Clerk

Attachment: Exhibit A



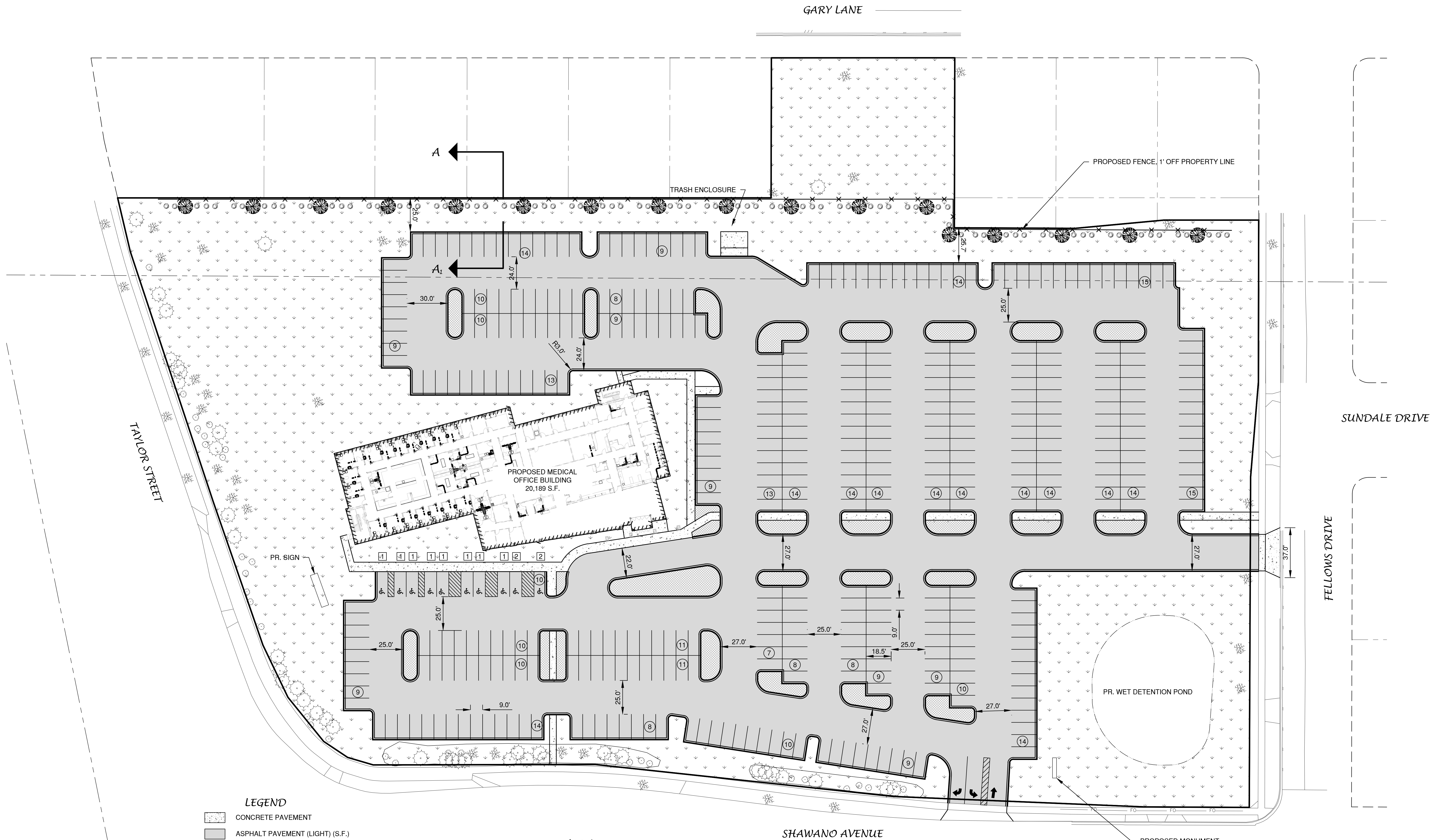
Zoning Petition (ZP 19-04)
Proposed Planned Unit Development (PUD) Amendment
1850 Block Shawano Avenue

- Subject Area
- 400' Property Owner Notice

0 5,000 10,000
 Feet



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 PN



- LEGEND**
- CONCRETE PAVEMENT
 - ASPHALT PAVEMENT (LIGHT) (S.F.)
 - ASPHALT PAVEMENT (HEAVY) (S.F.)
 - LANDSCAPE AREA
 - GREEN SPACE
 - PROPOSED 18" STANDARD CURB AND GUTTER
 - PROPOSED 18" STANDARD SHEDDING CURB AND GUTTER
 - PROPOSED 18" MOUNTABLE CURB AND GUTTER
 - PROPOSED 18" MOUNTABLE SHEDDING CURB AND GUTTER
 - TRAFFIC FLOW ARROW
 - HANDICAPPED PARKING
 - INDICATES NUMBER OF PARKING STALLS

*NOTE: ALL DIMENSIONS ARE TO THE FACE OF CURB, UNLESS NOTED OTHERWISE

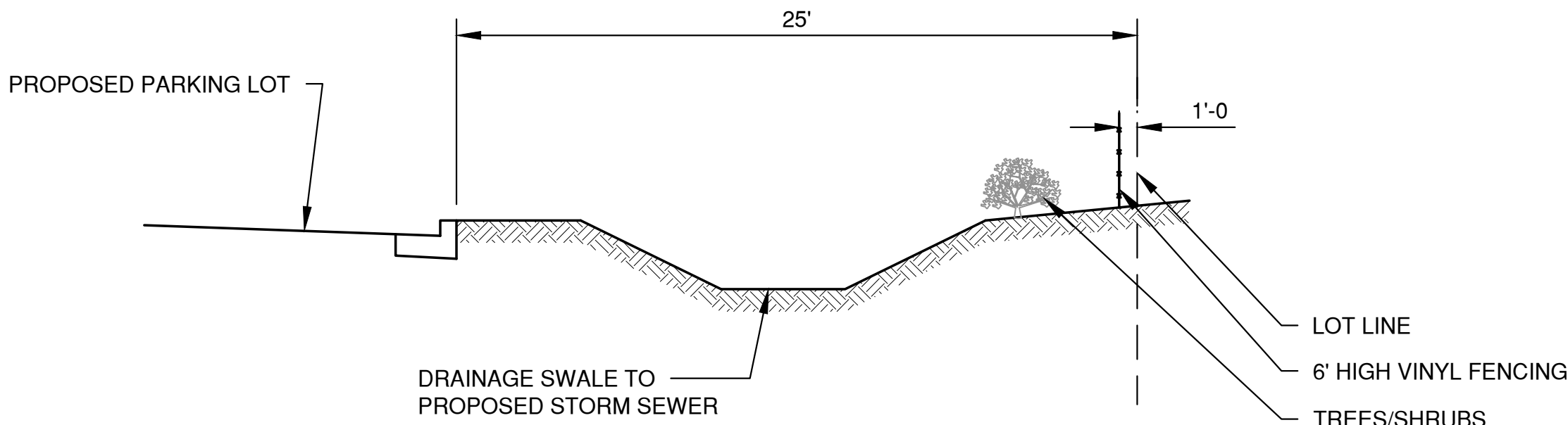
NOTE
ALL DISTURBED AREAS SHALL BE TOPSOILED TO A DEPTH OF 6 INCHES, SEEDED AND MULCHED. AREA TO BE RAKED FREE OF STONES AND CLUMPS.

PARKING DATA
TOTAL PARKING STALLS PROVIDED = 441
HANDICAP ACCESSIBLE PARKING STALLS = 10
TOTAL PARKING STALLS REQUIRED:
1 SPACE X 8,000 S.F. + 1 SPACE X 70,000 S.F. = 97 SPACES
300 S.F. 1,000 S.F.

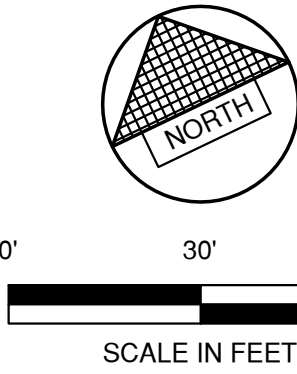
SITE DATA
TOTAL AREA = 7.87 ACRES, 342,765 S.F.
BUILDING AREA = 0.46 ACRES, 20,189 S.F. (5.9%)
SIDEWALK/PARKING LOT AREA = 3.84 ACRES, 167,444 S.F. (48.9%)
GREEN SPACE = 3.57 ACRES, 155,132 S.F. (45.2%)

ZONING
LOW DENSITY RESIDENTIAL (WITH PUD OVERLAY)

PARCEL NO.
6-263-1, 6-264-A-7, 6-264-A-5, 6-1632-1-A, 6-2122, 6-1636-15



BUFFER CROSS SECTION A - A



Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD HOBART, WI 54155
920-662-9641 www.releinc.com

IN-PROGRESS SET

**PREVEA ST. MARY'S
MEDICAL OFFICE BUILDING**



N. Taylor Street & Shawano Avenue | Green Bay, WI | 54303

**BERNERS
SCHOB**

310 Pine Street | Green Bay, WI 54301 | 920-432-4865 | www.berniers-schober.com

REVISION	DATE:

SITE PLAN

C102

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DATE: DEC. 6, 2018
COMMISSION: 6013.00

ZONING ORDINANCE NO. 03-19

**AN ORDINANCE REZONING PROPERTY LOCATED
AT 1132 WEST MASON STREET, 1134 WEST MASON STREET AND A
PORTION OF 1136 WEST MASON STREET
FROM PUBLIC INSTITUTIONAL (PI) DISTRICT
TO GENERAL COMMERCIAL (C1) DISTRICT
(ZP 19-06)**

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

SECTION 1. Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following three described properties located at 1132 West Mason Street, 1134 West Mason Street and a portion of 1136 West Mason Street from Public Institutional (PI) to General Commercial (C1) District:

1132 W MASON: TANKS SUBD OF PC 2-9 THAT PRT OF LOT 6 DESC IN
313 D 220 & EX ST IN J12031-20 & EX ST IN J23557-51 (Parcel No. 2-45-B)

1134 W MASON: TANKS SUBD OF PC 2-9W THAT PRT OF LOT 6 AS DES IN
333 D 494 BCR (Parcel No. 2-45-5)

1136 W MASON: TANKS SUBD OF PC 2-9 WSFR PRT OF LOT 6 AS DESC
IN VOL 329 D 29 EX ST IN J12031-20 (Parcel No. 2-45-1)

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 thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

ZONING ORDINANCE NO. 03-19
PAGE 2

Dated at Green Bay, Wisconsin, this _____ day of _____, 2019.

APPROVED:

Mayor

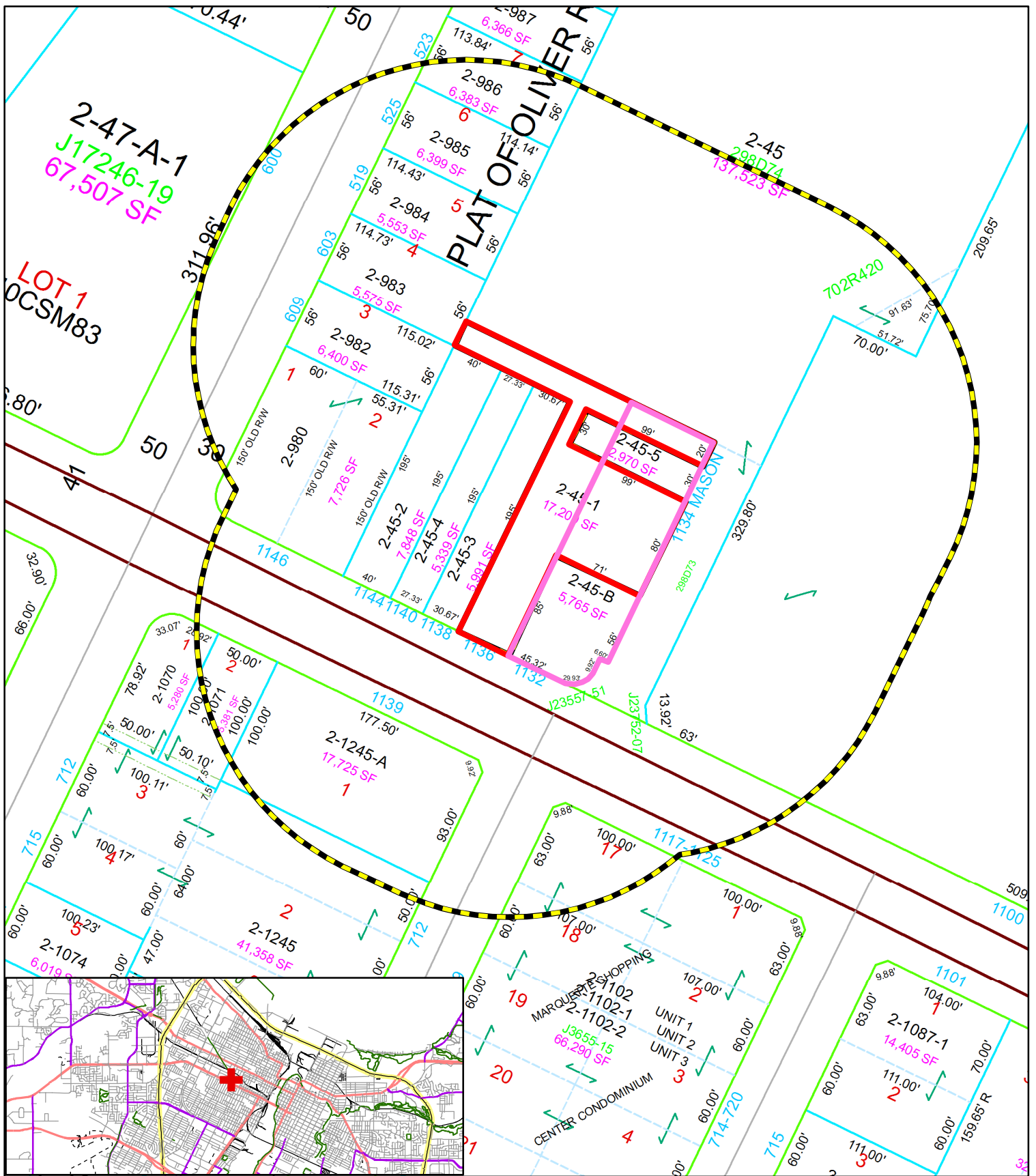
ATTEST:

Clerk

pn

Attachment – Map

4/02/18



**RESOLUTION AUTHORIZING CONDITIONAL-USE
APPROVAL AT 1136 WEST MASON STREET
(ZP 19-07)**

June 4, 2019

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

That, pursuant to Zoning Petition 19-07 and the recommendation of the Plan Commission on May 13, 2019, the City of Green Bay does authorize a conditional-use permit for a proposed limited production and processing use on the following described property at 1136 West Mason Street:

TANKS SUBD OF PC 2-9 WSFR PRT OF LOT 6 AS DESC IN VOL
329 D 29 EX ST IN J12031-20 (Tax Parcel No. 2-45-5)

Said conditional-use permit shall be granted subject to compliance with all of the regulations of the Green Bay Municipal Code not covered under the conditional-use permit, including standard site plan and building plan review and approval.

Adopted _____

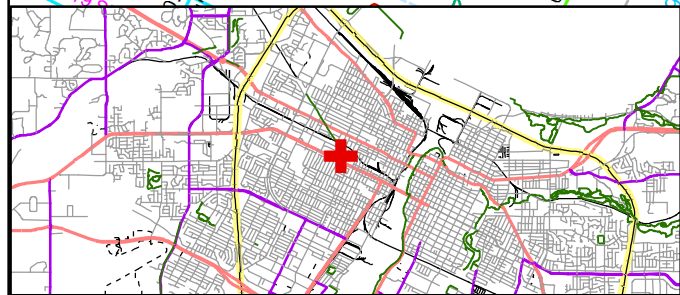
Approved _____

Mayor

Clerk

pn

Attachment – Map



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Map prepared by PN

GENERAL ORDINANCE NO. 15-19

**AN ORDINANCE
AMENDING SECTION 13-2021,
GREEN BAY MUNICIPAL CODE
VIDEO DISPLAY SIGNAGE
(TA 19-02)**

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

SECTION 1. Section 13-2021, Green Bay Municipal Code, is amended as follows:

13-2021 Video Display Signs

(b) Video display signs shall be only permitted in the C1, C2, C3, D1, D2, BP, LI, GI **or the PI** Zoning Districts.

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 thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin this _____ day of _____, 2019.

APPROVED:

Mayor

ATTEST:

Clerk

ZONING ORDINANCE NO. 02-19

**AN ORDINANCE
AMENDING ZONING ORDINANCE NO. 20-07
TO PERMIT THE EXPANSION OF THE PLANNED UNIT DEVELOPMENT
OVERLAY DISTRICT BOUNDARY FOR THE ST. MARY'S HOSPITAL
CORRIDOR LOCATED AT THE NORTHEAST CORNER OF SHAWANO
AVENUE AND TAYLOR STREET
(ZP 19-04)**

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

SECTION 1. Zoning Ordinance No. 20-07, adopted September 4, 2007.

SECTION 2. Section 13.108, Green Bay Municipal Code, together with the zoning map referred to therein, hereby amends the Planned Unit Development District on the following described property:

All of Volume 13 of Certified Survey Maps Page 113, Map Number 2683, Document Number 1023391, being all of Lots 1 and 2 and the now vacated right of way of Sundale Drive of said Certified Survey Map, located in part of Private Claim 1, West Side of Fox River, City of Green Bay, Brown County, Wisconsin.

SECTION 3. Pursuant to Section 13-1900, et seq., Green Bay Municipal Code, as they apply, the following conditions are imposed:

- A. PROJECT SCOPE. This development, as depicted in Exhibit A is to serve as the redevelopment of the northeast corner of Shawano Avenue and North Taylor Street and an expansion of the zoning boundaries of the St. Mary's Hospital Corridor for the construction of a Prevea Clinic.
- B. PERMITTED USES. The subject area shall be included in the West Medical 1 area and is subject to the uses stated in ZO 20-07.
- C. BUILDING AND PARKING SETBACKS. The building and parking minimum setbacks are to comply with the West Medical 1 Building and Parking setbacks per ZO 20-07.
- D. BUILDING HEIGHT AND ARCHITECTURE
 - 1. Maximum Building Height
 - a. West Medical 1 – 140 feet or 10 floors except:

- (1) Any building constructed within 100 feet of existing single- or two-family residential uses is limited to 45 feet or four floors.

2. Architectural Elements. All buildings, including parking structures shall be designed to complement each other, both architecturally and visually throughout the corridor and shall be compliant with ZO 20-07.

E. PARKING , SCREENING REQUIREMENTS.

1. All parking shall be provided as per Section 13-1700, Green Bay Municipal Code.
2. Screening and Landscaping
 - a. All parking areas shall be screened from adjacent public street and properties subject to Section 13-1800, Green Bay Municipal Code.
 - b. All interior parking lot landscaping shall comply with Section 13-1800, Green Bay Municipal Code.
 - c. Trash receptacles and dumpsters, trash recycling containers, and loading docks shall be fully enclosed and screened with walls and/or fences at least 6 feet in height and 90% impervious to sight.

F. DRIVEWAYS AND PEDESTRIAN CONNECTIONS.

1. The Shawano Avenue drive shall be permitted to be increased to a maximum of 45 feet in width at the property line and 55 feet at the curb line. The drive may further be modified based on the review and approval during the final site plan approval process by the Department of Public Works-Engineering Division and City Traffic Engineer to address safety and visibility issues.
2. All other driveway design regulations shall comply with Section 13-1700, Green Bay Municipal Code.
3. Pedestrian and bike parking shall be complaint with ZO 20-07.

G. BUILDING AND SITE LIGHTING.

1. All lighting for parking areas shall be screened to minimize glare or illumination of surrounding properties and shall comply with Section 13-523, Green Bay Municipal Code.

2. Exterior building lighting locations shall be identified on the site plan during the review and approval process.
3. The location of light poles, heights, and elevations shall be identified on the site plan during the review and approval process.
4. Parking and security lights shall not be taller than buildings or a maximum of 28 feet above pavement.

H. LANDSCAPING.

A detailed landscape plan shall be provided the site plan submittal and shall be in compliance with the requirements of Section 13-1800, Green Bay Municipal Code.

I. STORMWATER MANAGEMENT AND GRADING PLAN. A stormwater management plan and grading plan meeting the standards established by the City's Department of Public Works, Brown County, and the State of Wisconsin shall be submitted to and approved by the City prior to the issuance of building permits.

J. SITE PLAN APPROVAL. A site plan shall be submitted and reviewed per Chapter 13-1800, Green Bay Zoning.

K. MISCELLANEOUS. All other requirements and standards of the Green Bay Municipal Code not specifically addressed by the PUD shall be met.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 5. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2019.

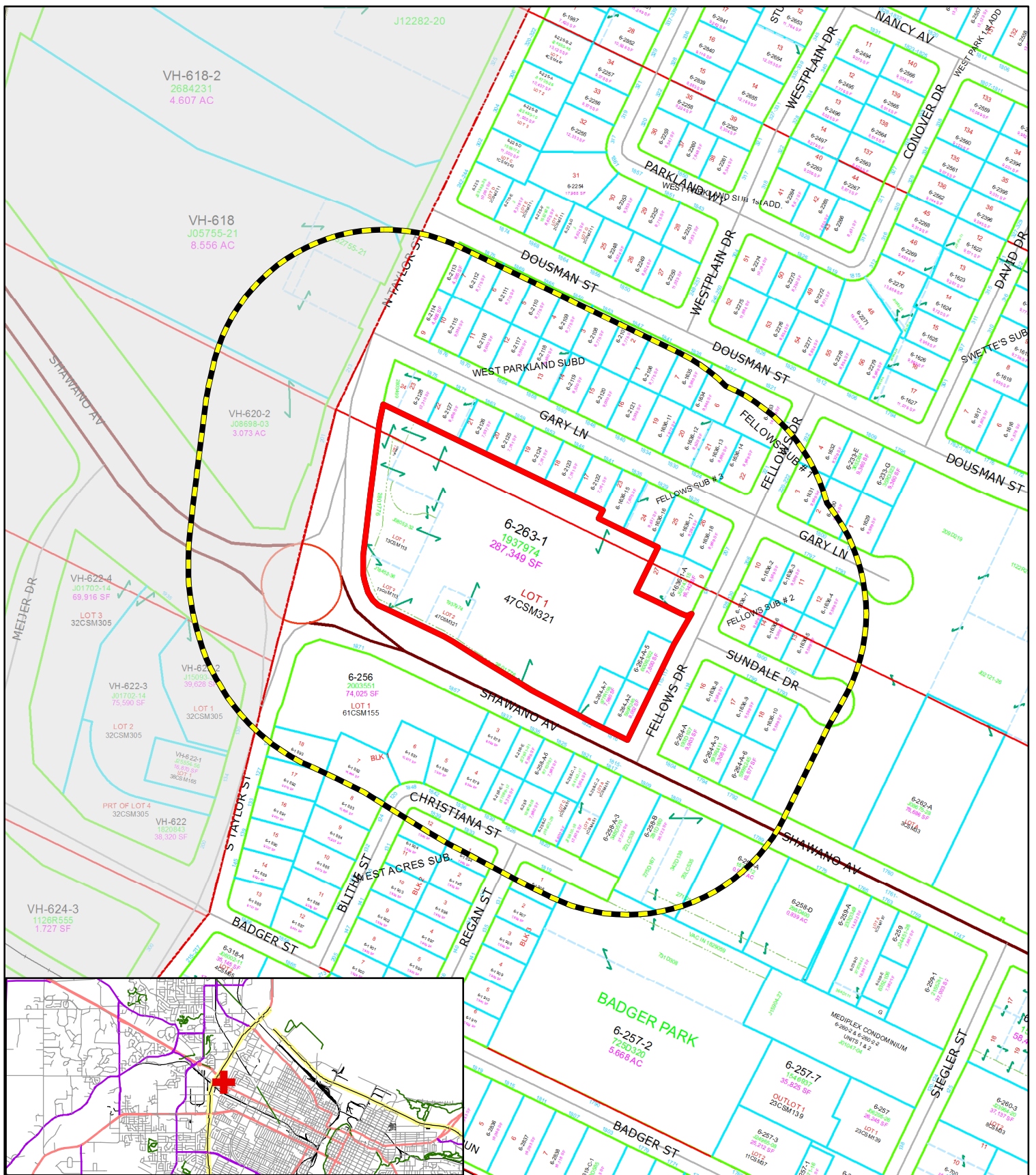
APPROVED:

Mayor

ATTEST:

Clerk

Attachment: Exhibit A



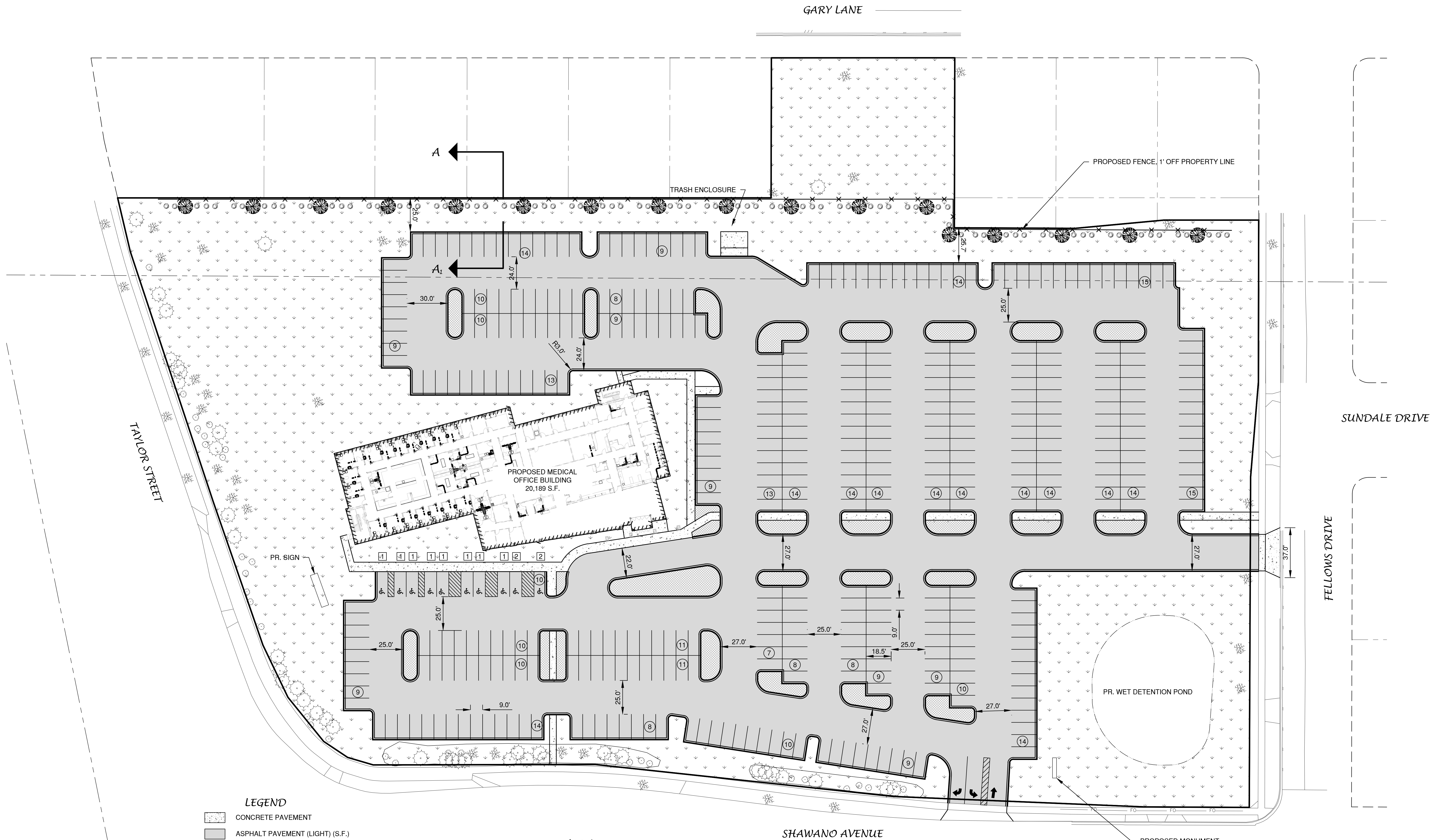
Zoning Petition (ZP 19-04)
Proposed Planned Unit Development (PUD) Amendment
1850 Block Shawano Avenue

- Subject Area
- 400' Property Owner Notice

0 5,000 10,000
 Feet



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- LEGEND**
- CONCRETE PAVEMENT
 - ASPHALT PAVEMENT (LIGHT) (S.F.)
 - ASPHALT PAVEMENT (HEAVY) (S.F.)
 - LANDSCAPE AREA
 - GREEN SPACE
 - PROPOSED 18" STANDARD CURB AND GUTTER
 - PROPOSED 18" STANDARD SHEDDING CURB AND GUTTER
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*NOTE: ALL DIMENSIONS ARE TO THE FACE OF CURB, UNLESS NOTED OTHERWISE

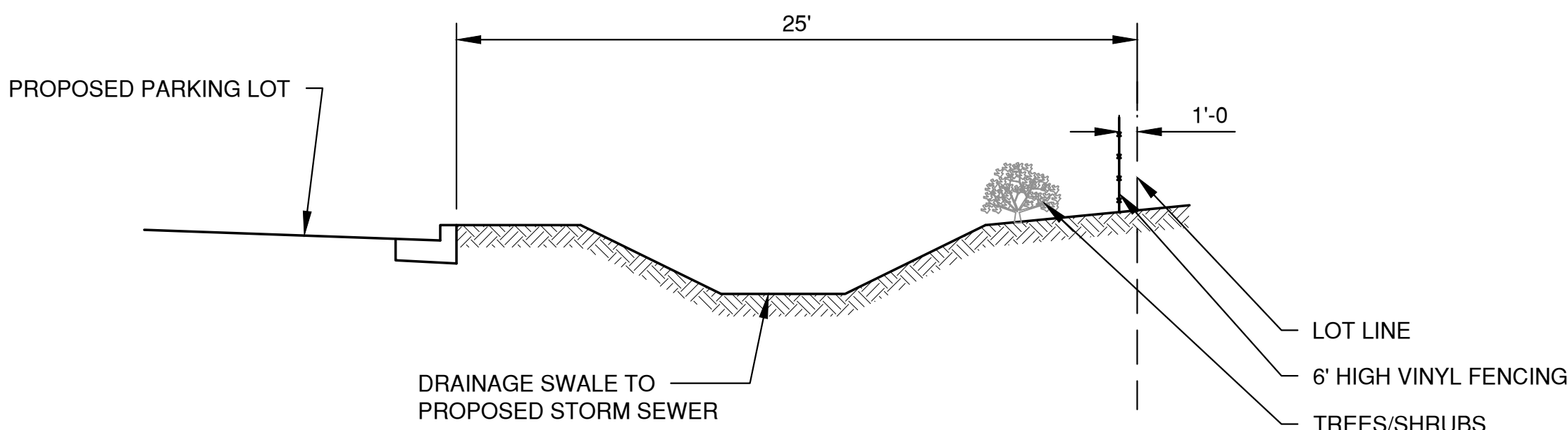
NOTE
ALL DISTURBED AREAS SHALL BE TOPSOILED TO A DEPTH OF 6 INCHES, SEEDED AND MULCHED. AREA TO BE RAKED FREE OF STONES AND CLUMPS.

PARKING DATA
TOTAL PARKING STALLS PROVIDED = 441
HANDICAP ACCESSIBLE PARKING STALLS = 10
TOTAL PARKING STALLS REQUIRED:
1 SPACE X 8,000 S.F. + 1 SPACE X 70,000 S.F. = 97 SPACES
300 S.F. 1,000 S.F.

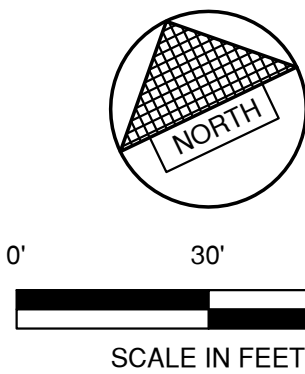
SITE DATA
TOTAL AREA = 7.87 ACRES, 342,765 S.F.
BUILDING AREA = 0.46 ACRES, 20,189 S.F. (5.9%)
SIDEWALK/PARKING LOT AREA = 3.84 ACRES, 167,444 S.F. (48.9%)
GREEN SPACE = 3.57 ACRES, 155,132 S.F. (45.2%)

ZONING
LOW DENSITY RESIDENTIAL (WITH PUD OVERLAY)

PARCEL NO.
6-263-1, 6-264-A-7, 6-264-A-5, 6-1632-1-A, 6-2122, 6-1636-15



BUFFER CROSS SECTION A - A



Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD HOBART, WI 54155
920-662-9641 www.releeinc.com

IN-PROGRESS SET

**PREVEA ST. MARY'S
MEDICAL OFFICE BUILDING**



**BERNERS
SCHOB**

310 Pine Street | Green Bay, WI 54301 | 920-432-4865 | www.berniers-schober.com

REVISION	DATE:

SITE PLAN

C102

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DATE: DEC. 6, 2018
COMMISSION: 6013.00

ZONING ORDINANCE NO. 03-19

**AN ORDINANCE REZONING PROPERTY LOCATED
AT 1132 WEST MASON STREET, 1134 WEST MASON STREET AND A
PORTION OF 1136 WEST MASON STREET
FROM PUBLIC INSTITUTIONAL (PI) DISTRICT
TO GENERAL COMMERCIAL (C1) DISTRICT
(ZP 19-06)**

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

SECTION 1. Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following three described properties located at 1132 West Mason Street, 1134 West Mason Street and a portion of 1136 West Mason Street from Public Institutional (PI) to General Commercial (C1) District:

1132 W MASON: TANKS SUBD OF PC 2-9 THAT PRT OF LOT 6 DESC IN
313 D 220 & EX ST IN J12031-20 & EX ST IN J23557-51 (Parcel No. 2-45-B)

1134 W MASON: TANKS SUBD OF PC 2-9W THAT PRT OF LOT 6 AS DES IN
333 D 494 BCR (Parcel No. 2-45-5)

1136 W MASON: TANKS SUBD OF PC 2-9 WSFR PRT OF LOT 6 AS DESC
IN VOL 329 D 29 EX ST IN J12031-20 (Parcel No. 2-45-1)

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 thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

ZONING ORDINANCE NO. 03-19
PAGE 2

Dated at Green Bay, Wisconsin, this _____ day of _____, 2019.

APPROVED:

Mayor

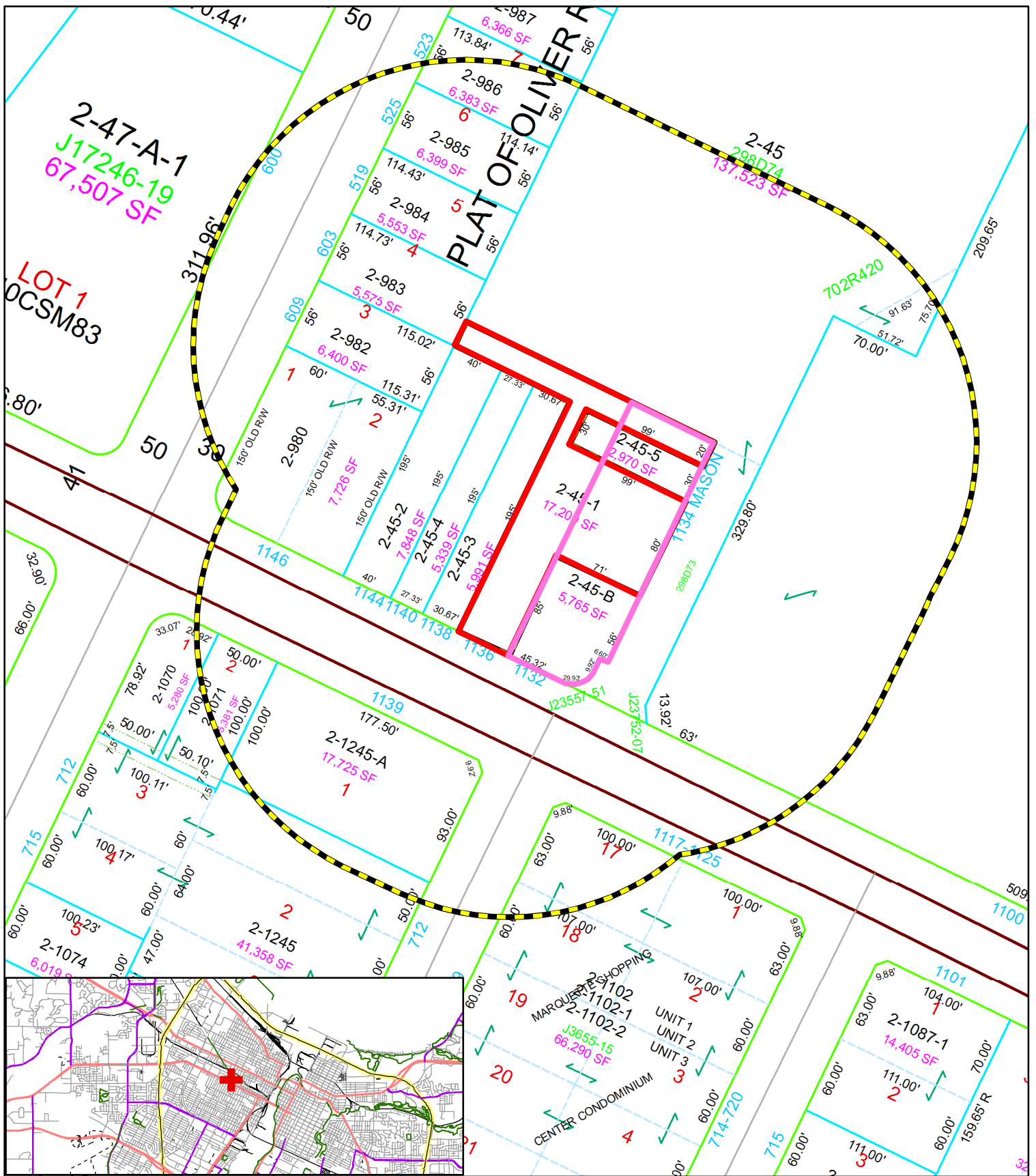
ATTEST:

Clerk

pn

Attachment – Map

4/02/18



Zoning Petition (ZP 19-06 and ZP19-07)

Proposed Rezoning and Conditional Use Permit (CUP)

1132 W Mason, 1134 West Mason and 1136 W Mason

- Proposed Rezoning
- Proposed CUP
- 200' Property Owner Notice

0 5,000 10,000
Feet



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Map prepared by PN



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

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # K.3.

General Ordinance 14-19

An ordinance creating Section 40.14 relating to community service as a penalty.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. DRAFT GO 14-19 Creating Section 40.14 Relating to Community Service as Penalty

GENERAL ORDINANCE NO. 14-19

**AN ORDINANCE
CREATING SECTION 40.14,
GREEN BAY MUNICIPAL CODE,
RELATING TO COMMUNITY SERVICE AS PENALTY**

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

SECTION 1. Section 40.14, Green Bay Municipal Code, is hereby created to read:

40.14 **COMMUNITY SERVICE AS PENALTY. The Municipal Court Judge may order community service in lieu of or in conjunction with any other penalty, as provided by Wis. Stat. 800.09(1b)(b).**

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 _____ of _____, 2019.

APPROVED:

Mayor

ATTEST:

Clerk

KKJ

5-21-2019

GENERAL ORDINANCE NO. 15-19

**AN ORDINANCE
AMENDING SECTION 13-2021,
GREEN BAY MUNICIPAL CODE
VIDEO DISPLAY SIGNAGE
(TA 19-02)**

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

SECTION 1. Section 13-2021, Green Bay Municipal Code, is amended as follows:

13-2021 Video Display Signs

(b) Video display signs shall be only permitted in the C1, C2, C3, D1, D2, BP, LI, GI **or the PI** Zoning Districts.

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 thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin this _____ day of _____, 2019.

APPROVED:

Mayor

ATTEST:

Clerk



Report to the Green Bay Plan Commission

MEETING DATE

June 18, 2019

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # L.I.

To amend the Planned Unit Development (PUD) for the Legacy District, Tony Canadeo Drive, submitted by the Department of Community & Economic Development, subject to the amended Planned Unit Development District Ordinance (PUD).

BACKGROUND

Reason for Request: To expand the Planned Unit Development (PUD) boundary to include other developable parcels in the Legends District, and include design recommendations from the Legends District Master Plan

Surrounding Zoning and Land Uses:

North: Right-of-Way, Lombardi Avenue

South: Vacant/Commercial, Village of Ashwaubenon

East: PUD, C1, & G1, Hotel and Truck Dealer

West: Commercial, Village of Ashwaubenon

Comprehensive Plan: The 2022 Smart Growth plan recommends Commercial land use for the proposed PUD area. In addition, The Legends District Master Plan recommends mixed-use (commercial, office, residential) in this area. The adoption of this proposed PUD would be consistent with the recommendations of both plans.

Report: The original PUD was created in 2011, and amended in 2014 to accommodate signage requirements for a singular parcel. With the adoption of the Legends District Master Plan in 2017, a new vision for this area was created. Through discussion with staff and our advisory committee during this process, it was determined that design guidelines and requirements should be created. In the Master Plan, Chapter 4 (District Design Standards) detail these guidelines. They were written in a code format, with the intention of adopting this chapter into code as-is.

Currently, there are four PUDs in the Legends District. Most of these were established for specific uses and needs as projects developed. The intention of this PUD expansion is to include the properties most likely to have redevelopment occur, allowing them to adhere to the standards in the Master Plan. The next phase of this will be to expand the PUD to the entire Legends District, dissolving the other existing PUDs. The idea is that a PUD will better capture the uses and design standards from the Master Plan more effectively than a new zoning district. The PUD overlay can also be amended as the Legends District grows.

The draft PUD reflects the expansion in area to include parcels I-1841-B-I, I-1841-J, I-1841-F, I-1841-M, I-1841-E-3, and I-1841-D. These parcels are either vacant or underutilized, making them most eligible for development projects. The draft maintains the original content of the PUD, with the exception of adding chapter 4 of the Master Plan as a design appendix.

Alderman Johnson and affected and adjacent property owners located 200' from the subject area have been noticed of the request. Staff has received no inquiries regarding the proposed PUD amendment as of the

drafting of this report.

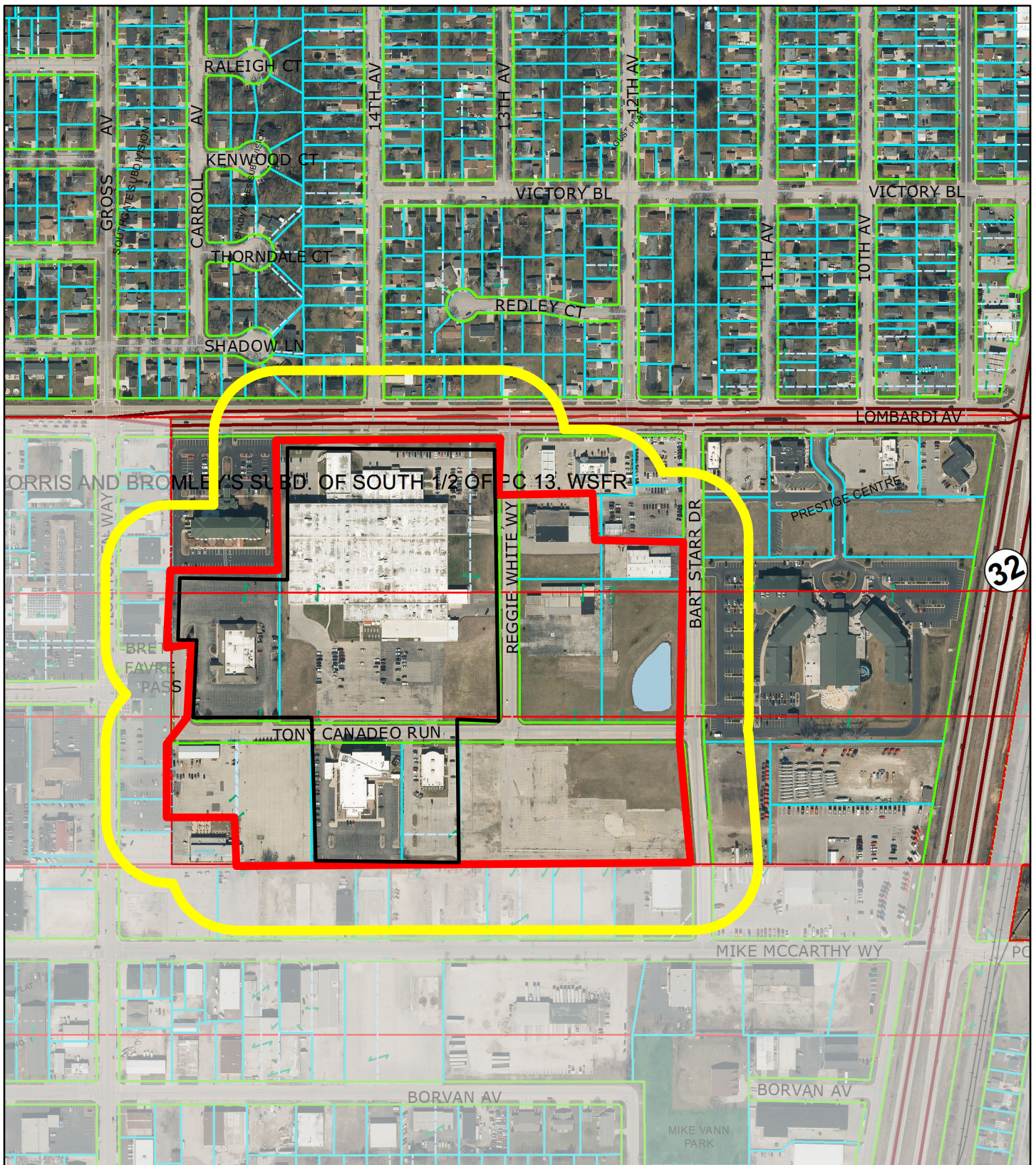
RECOMMENDATION

Approval of the request, subject to the amended Planned Unit Development District Ordinance (PUD).

FISCAL IMPACT

ATTACHMENTS

1. ZP 19-09 Location Map
2. ZO 5-19 - Amend PUD at 990 Tony Canadeo Run, Legends District
3. Exhibit A Conceptual Site Plan
4. Exhibit B Sign Design Concept
5. Exhibit C, Chapter 4, Legends District Design Standards



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. SJH 30 May 2019 X:\Planning\Basemaps\template_8.5x11.mxd

ZP 19-09, PUD Amendment **Tony Canadeo Run, Legends District**

0 115 230 460 Feet



- Existing PUD Area
- Proposed Expansion Area
- 200' Notification Area

ZONING ORDINANCE NO. 5-19

AN ORDINANCE AMENDING
PLANNED UNIT DEVELOPMENT ZO 12-11 ZONING
CERTAIN LANDS LOCATED IN THE 900 AND 1000 BLOCKS OF
LOMBARDI AVENUE AND TONY CANADEO RUN
(ZP 19-09)

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

SECTION 1. Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by establishing a Planned Unit Development District on the following described property:

Parcel No. 1-1841-C: PART OF LOT 9 MORRIS & BROMLEYS SUBD OF S1/2 PC 13 WSFR & PART OF PC 14 & 15 WSFR AS DESC IN 673 R 126 EX 669 R 91 & EX J1546-30 & EX J15079-24

Parcel No. 1-1841-C-2: LOT 2 OF 37 CSM 99 BNG PART OF LOT 9 MORRIS & BROMLEY'S SUBD OF S1/2 OF PC 13 WSFR & BNG PART OF PC 14 & 15 WSFR

Parcel No. 1-1841-K: LOT 1 OF 50 CSM 323 BNG PRT OF PC 15 WSFR

Parcel No. 1-1841-J-2: LOT 1 OF 52 CSM 161 BNG PRT OF PC 15 WSFR & PRT OF LOT 2 OF SD CSM DESC IN 2305190

Parcel No. 1-1841-B-1: LOT 1 OF 31 CSM 129 BNG PRT OF PC 15 WSFR & PART OF 11 CSM 357 & PART OF PC 15 WSFR AS DESC IN J27435-01

Parcel No. 1-1841-J: LOT 2 OF 52 CSM 161 BNG PRT OF PC 15 WSFR EX 2305190

Parcel No. 1-1841-F: THAT PRT OF LOT 8 OF MORRIS & BROMLEYS SUBD OF S1/2 OF PC 13 WSFR & THAT PRT OF PC 14 & 15 WSFR DESC IN 682 R 512 EX J1396-25

Parcel No. 1-1841-M: THAT PRT OF LOT 8 OF MORRIS & BROMLEYS SUBD OF S1/2 OF PC 13 WSFR & THAT PRT OF PC 14 & 15 WSRF DESC IN 810 R 514 EX J1396-26

Parcel No. 1-1841-E-3: THAT PRT OF LOT 8 MORRIS & BROMLEYS SUBD OF S1/2 OF PC 13 WSFR AS DESC IN 871 R 119

Parcel No. 1-1841-D: LOT 2 OF 3 CSM 103 EX N 180 FT DESC IN 743 R 288
BNG PRT LOT 8 MORRIS & BROMLEYS SUBD OF S1/2 OF PC 13 WSFR

SECTION 2. Pursuant to Section 13-1900, et seq., Green Bay Municipal Code, as they apply, the following conditions are imposed:

- A. PURPOSES AND INTENT. The purpose and intent of this Planned Unit Development (PUD) are established as follows.
1. Interim Measure. This PUD is designed as an interim measure in order to be responsive to the businesses that are currently present and the current economic climate that is creating challenges for these businesses. In particular, certain businesses are not visible from the arterial street, and the full development of the area that would draw additional customer traffic has not yet materialized. More sustainable solutions beyond the limited scope of this PUD should continue to be pursued by the businesses and property owners in and around the subject area.
 2. Future Planning Necessary. The future development and enhancement of the Lombardi Avenue corridor should be planned in a collaborative manner, including the establishment of a brand and identity highlighting the unique offerings of this business district. The formation of a business association or even a formal Business Improvement District is strongly recommended. This PUD should then be built upon, updated, and expanded to reflect and implement the results of future planning efforts and stakeholder participation.
 3. Existing Uses Conforming. The intent of this PUD is two-fold with regard to land uses. First, it establishes commercial uses as the desired form of new development and redevelopment. Such commercial uses should be generally consistent and compatible with the uses permissible in neighboring PUDs of a similar nature **and in keeping with the Legends District Master Plan.** Second, it recognizes, and establishes as conforming, the existing industrial land uses on the subject property. Until such time that market conditions allow for redevelopment to commercial use, the existing industrial uses are suited to their particular locations and shall be allowed to continue and to be modified subject to the limitations of this ordinance, the applicable requirements of the Green Bay Municipal Code, and other applicable regulations.

B. PERMITTED USES. The land uses which may be established and/or maintained on the subject property are as follows:

1. Banks or other financial institutions.
2. General offices.
3. Cultural institutions.
4. General retail, personal services, and business services. Outdoor displays of merchandise are permitted subject to:
 - a. Display is not motor vehicles. (Vehicle sales uses are not permitted.)
 - b. Display is accessory to the principal use.
 - c. Display is within 10 feet of the main structure.
 - d. Display is not located in a required yard or parking area.
 - e. Display is not advertising.
 - f. Display does not involve storage of items not sold on site.
 - g. Display is maintained in a neat and orderly manner.
 - h. Display only allowed during regular business hours.
5. Restaurants and taverns or bars, including outdoor dining areas and indoor play areas. (Note that Zoning Petition 06-08 granted a conditional use to permit to allow for a restaurant or bar with entertainment including outdoor, live, or amplified music on Parcel No. 1-1841-J-2, Champion's Sports Bar and Grill. That conditional-use permit continues to be in effect.)
6. Theaters.
7. Indoor recreation facilities.
8. Accessory buildings and uses customarily incidental to any of the uses when located on the same premises.
9. Other suitable uses are detailed in the Legends District Master Plan.

C. CONDITIONAL USES.

1. Outdoor commercial recreation areas
2. Hotels. (Note that Zoning Petition 06-08 granted a conditional use permit for a hotel on Parcel No. 1-1841-K, Cambria Suites. That conditional-use permit continues to be in effect.)
3. Drive-through facilities, except that a drive through facility shall not be permitted to face the street frontage under any circumstances.

D. USES OF PARCEL NO. 1-1841-C. Part of the intent of this PUD is to allow the ongoing maintenance of the existing uses of Parcel No. 1-1841-C (Hudson-Sharp, Saranac) and to also allow for the modification, alteration, or expansion of those uses without amending this ordinance. In addition to the potential land uses allowed under Sections 2.B and 2.C above, the existing uses of Parcel No. 1-1841-C may be maintained, modified, altered, or expanded in conformance with the underlying zoning district.

- E. PROHIBITED USES. Any and all other uses of the subject property, other than the uses permitted pursuant to the provisions of Section 2 or appurtenant thereto which are or may otherwise be permitted under the applicable provisions of the Zoning Ordinance, Chapter 13, Green Bay Municipal Code, as now or hereafter amended, are hereby expressly prohibited and shall not be established and/or maintained without specific amendment to this ordinance made as required by law.
- F. Dimensional and Area Requirements. Dimensional and area requirements for principal and accessory structures on the subject property shall be as required in the C1 – General Commercial District as set forth in Section 13-800, Green Bay Municipal Code. **These requirements shall also meet the standards provided in Chapter 4 of the Legends District Master Plan (Exhibit C).**
1. Parcel No. 1-1841-K. The maximum allowable building height on Parcel No. 1-1841-K (Cambria Suites) shall be 70 feet. (Zoning Petition 06-08)
- G. OFF-PREMISE DIRECTIONAL SIGNAGE. In order to promote visibility for the existing businesses located on Tony Canadeo Run while the area is not yet fully developed, one off-premise directional sign shall be permitted for a one-year period in the location shown on Exhibit A. Such signage shall be limited and controlled in order to prevent a proliferation of off-premise directional signage and shall meet the following requirements:
1. The materials, color, appurtenant landscaping, and overall design shall be generally consistent with that shown in Exhibit B and shall also comply with the following requirements:
 - a. The sign shall not mimic public directional signage design.
 - b. The sign design concept shall include complementary landscaping.
 - c. The sign base shall utilize vinyl, painted or coated metal, masonry, or stone to conceal any wooden posts and to increase durability.
 2. The maximum area of the sign face shall be eight (8) square feet per side for a total of 16 square feet.
 3. Sign height shall not exceed six (6) feet.
 4. If lighted, the sign shall utilize external illumination.
 5. The sign shall be located on private property (outside of the right-of-way) and outside of any required vision corner.
 6. The sign may be located inside the front or side yard setback areas but shall be located so as to not obstruct traffic views of vehicles or pedestrians or in any way create a safety hazard.
 7. A written agreement between the owner(s) of Parcel No. 1-1841-C and those businesses identified on the sign shall be submitted with the sign permit application and maintained as long as the sign is present. An easement is the preferred form of agreement.

8. If the timeframe of this PUD is not extended as described under Section 2.I, then the sign shall be removed at the time that the PUD expires, is rescinded, or is otherwise modified to affect the allowance for off-premise directional signage.
9. Signs shall also meet the general intent of the Legends District Master Plan, as well as Chapter 4 (Exhibit C).

H. OTHER ZONING REQUIREMENTS. Where regulations are not specified by this ordinance, including Exhibit C, the applicable requirements of the Zoning Ordinance and Green Bay Municipal Code shall govern. Where zoning requirements are specific to a particular district, the regulations of the C1 – General Commercial District shall govern.

I. REVIEW AFTER ONE YEAR. After a period of approximately one year from the effective date of this PUD, the Plan Commission and City Council shall review the results and effectiveness of this PUD. To be included in this review are progress by the area businesses toward coordinating a planning or branding effort for the Lombardi Avenue corridor, and the results of allowing for the off-premise directional signage. Based on findings, the Plan Commission and City Council may at that time act to extend, remove, or otherwise modify this PUD ordinance, rescind this PUD ordinance, or require further study.

SECTION 3. The provisions of this ordinance, including, without limitation, the granting of a conditional-use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee-simple owner and the beneficial owner of all or any portion of the subject property. All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

SECTION 4. Each exhibit which is attached to this ordinance is deemed to be and is expressly made a part of and incorporated into this ordinance to the same extent as if each such exhibit and the plans identified therein had been set forth in its entirety in the body of this ordinance.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. In addition to all other remedies available to the City of Green Bay, the City may decline to issue any building or other permits otherwise required by any ordinance of this City while any violation of this ordinance remains uncured.

SECTION 7. If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

SECTION 8. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2019.

APPROVED:

Mayor

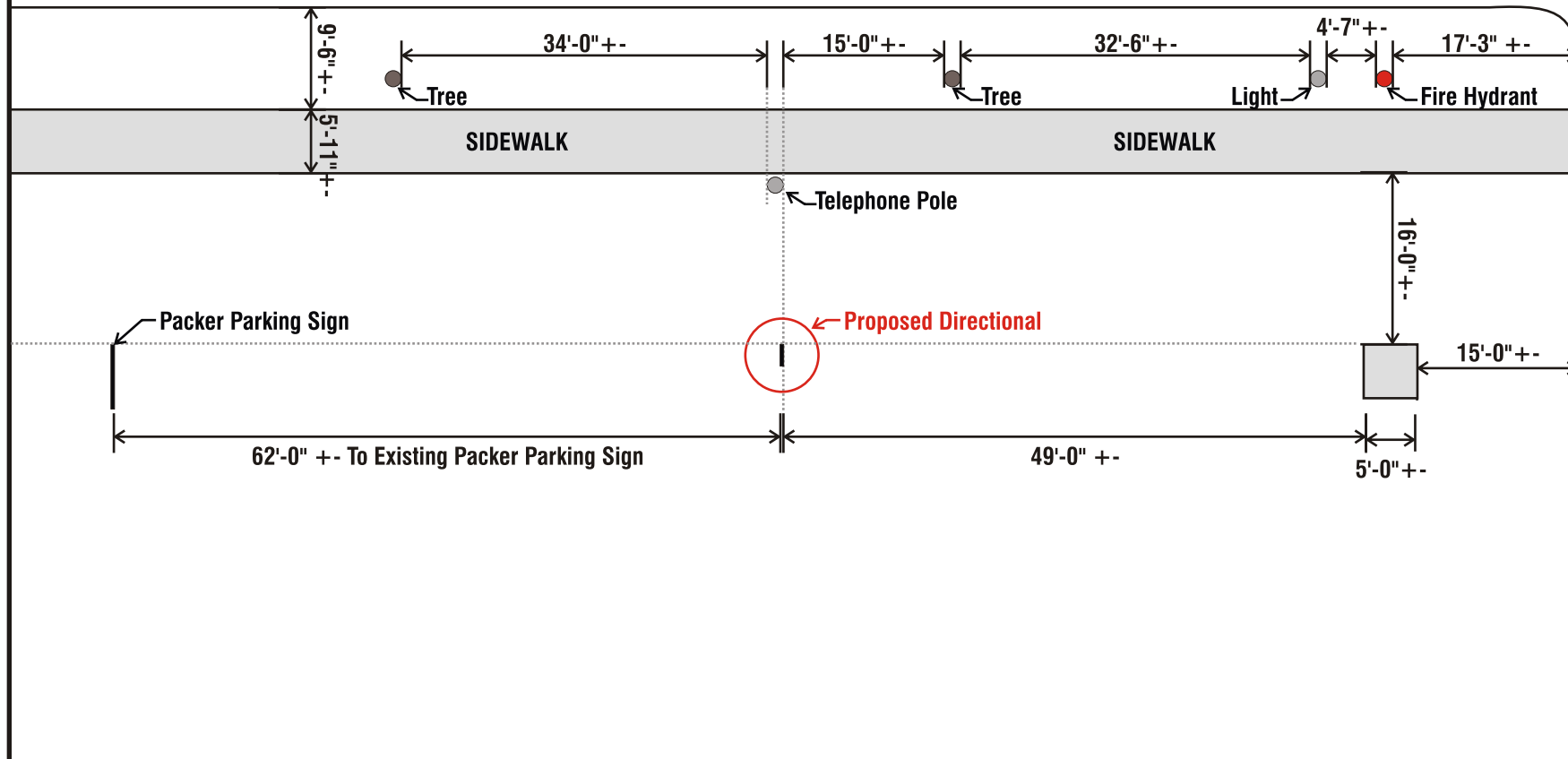
ATTEST:

Clerk

sjh

Attachments: Exhibit A – Conceptual Site Plan
Exhibit B – Sign Design Concept
Exhibit C – Chapter 4, Design Standards, Legends District Master Plan
Location Map

LOMBARDI AVE





DOUBLE FACE DIRECTION

PANEL SPECIFICATIONS

ELECTRICIAN	NOBLE ILLUMINATED
PANEL	DOUBLE FACE
MATERIAL	100% PLASTIC ALUMINUM BATH
	BACK SIDE PAINTED
FINISH	REFLECTIVE LUMINOUS YELLOW

DESIGN #: 12146-02	Pg.: 7	DESIGN STAGE:	APPROVAL:	MEMBER OF:
CLIENT: CAMBRIA SUITES		☐ CONCEPTUAL ☒ FINAL	WITH APPROVAL OF THIS DESIGN, THE CLIENT AGREES TO HOLD SIGN & GRAPHICS INC. RESPONSIBLE FOR THE DESIGN AND FABRICATION OF THE SIGNAGE AS SHOWN ON THIS DRAWING.	 W.A.P. WISCONSIN ASSOCIATION OF PROFESSIONAL DESIGNERS
ADDRESS: 6000 WISCONSIN		ITEMS NEEDED PRIOR TO FABRICATION	THEY WILL BE RESPONSIBLE FOR THE DESIGN AND FABRICATION OF THE SIGNAGE AS SHOWN ON THIS DRAWING. ANY CHANGES MADE AFTER PRODUCTION HAS STARTED WILL BE MADE AT THE CLIENT'S EXPENSE.	DESIGN: CAMBRIA SUITES FABRICATION: CAMBRIA SUITES
DATE: JULY 20, 2011		☐ FIELD SURVEY DATA SUBMITTED & APPROVED	CLIENT SIGNATURE:	DATE:
SCALE: 1/4" = 1'-0"		☒ COMPUTER FILE OF LOGO AND GRAPHICS	DESIGNER SIGNATURE:	DATE:
A.C. SIGN: 1000 N. 10TH ST.		☐ UNDESIGNATED TO BE DETERMINED		
DESIGNER: JEFF MATHIAS	CONSULTED: W1			
REVISION: 001.001	(DATE): 06/11			



CHAPTER FOUR

DISTRICT DESIGN STANDARDS

CHAPTER 4: DISTRICT DESIGN STANDARDS

Design Guidelines Contents

- 4.1 Why utilize Urban Design Guidelines for the Legends District?
- 4.2 When do you use the Legends District Design Standards?
- 4.3 Who uses the Legends District Design Standards?
- 4.4 How do you use the Legends District Design Standards?
- 4.5 District Map and Area Description
- 4.6 Vision Statements, Guiding Objectives, and Design Principles
- 4.7 Design Approval Process
- 4.8 Glossary
- 4.9 Design Standards
 - 4.9.1 Sidewalks, Streetscapes, and Intersections
 - 4.9.2 Site Design, Building Orientation, and Architectural Character
 - 4.9.3 Building Massing, Scale, and Transitions
 - 4.9.4 Landscaping, Screening, and On-Site Features
 - 4.9.5 Public Open Space
 - 4.9.6 Parking, Service Areas, Stormwater
 - 4.9.7 Business Wayfinding and Gateway Signage

This chapter contains a table of contents, directions, and design standards that can be directly incorporated into a future zoning overlay district ordinance.

4.1 Why utilize Urban Design Guidelines for the Legends District?

The Legends District Master Plan details the need for urban design standards necessary to complete the redevelopment of the Legends District study area. The purpose of the pedestrian scale design guidelines is to ensure quality and compatible design throughout the District. Therefore, these design standards guide and define the compatibility of existing properties in the area and the relationship to future potential uses. The design standards are necessary to provide a development that acts as an entrance to the entertainment and commercial uses located off Lombardi Avenue and Ashland Avenue in the City of Green Bay and Holmgren Way and Mike McCarthy Way in the Village of Ashwaubenon. The mixed-use District standards will also act as a buffer between Green Bay neighborhoods and the adjacent commercial and industrial uses that surround the site.

The use of goals and standards included within this guide supports the Master Plan and the 2022 Comprehensive Plan.

4.2 When do you use the Legends District Design Standards?

The design standards illustrated in this guideline shall be used for new construction, additions, renovations, and adaptive reuse of any existing sites located within the District boundary.

4.3 Who uses the Legends District Design Standards?

The Legends District Design Standards is used by landowners, business owners, developers, engineers, architects, commercial tenants, build-out consultants, and others that take part in the development of the Legends District. The City of Green Bay and related development commissions (Redevelopment Authority, Plan Commission, City Council, etc.) shall also use the guidelines to review and approve proposed projects located within the District.

4.4 How do you use the Legends District Design Standards?

Development teams should first meet with City of Green Bay Community and Economic Development staff to review the standards and guidelines of these design plans and discuss the approval process steps. The review with staff should happen early in the process and before the schematic design stages of development. Where conflicts arise between the Zoning Code and any adopted design standards set forth herein, the design standards of the District shall take precedent. These design standards should be periodically reviewed for consistency and applicability with the District. City staff should recommend any changes to the Zoning Administrator and Plan Commission for discussion and review.

4.5 District Map and Area Description

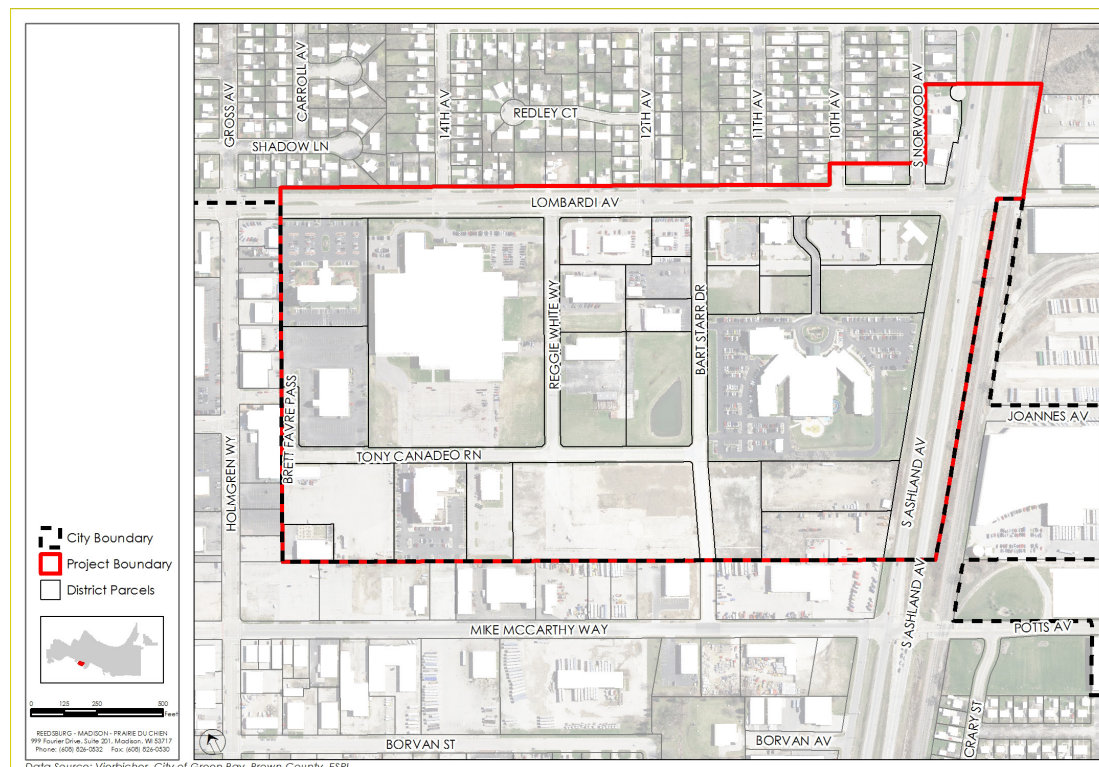
The areas subject to this chapter are identified in Map 4.1. The area described as the Legends District comprises the area roughly bounded by Lombardi Avenue, Ashland Avenue, and the municipal limits on the north of Mike McCarthy Way and Holmgren Way.

4.6 Vision Statements, Guiding Objectives, and Design Principles

Vision Statements

The Citizen Steering Committee and the general public, through their feedback comments, directed the project team to generate a series of separate concepts to “re-brand” the district with a design theme and a name. Throughout the process, the concept of “Industrial Chic” rose to the top as the preferred design theme. The preferred design harkens back to the previous land uses in the area during the industrial and neighborhood boom during the middle 20th century.

Map 4.1 Design District Boundary



Industrial Chic

Industrial chic style refers to an aesthetic trend in design that takes clues from old factories and industrial spaces to incorporate into new or existing buildings. Components of industrial style include weathered wood, exposed building systems, exposed brick, industrial lighting fixtures, and concrete.

Vision Statement

The District will become the entertainment destination in Green Bay showcasing clusters of high-density buildings, pedestrian-filled sidewalks, and tree-lined streets that connect neighborhoods and commercial areas; thus, creating places to live, work, recreate, eat, and entertain for residents and tourists alike. The unique design of the District will create a distinct urban characteristic like no other place in the city. This vision for the District is not just about tall buildings. It is about creating a place in which people are engaged in their surroundings and a place where people want to be.

District Name

Throughout the process, the project team developed a list of names to help rebrand the District. The Steering Committee ultimately selected to brand the District as the Legends District to coincide with the industrial chic design theme.

Guiding Objectives

Quality design is an essential element to a quality mixed-use, pedestrian, urban environment. Ideally, each new development and redevelopment would comprise a mix of residential structures, mixed-use structures, and commercial and retail structures that respect the context of the adjoining properties. To reach the desired vision, the Legends District plan established several objectives to guide the decision-making process. These objectives are as follows:

- Establish a placemaking and streetscape design theme to further illustrate a memorable sense of place.
- Improve the pedestrian elements throughout the District to ensure a vital and interesting sidewalk experience.
- Generate site development guidelines that transition existing building architecture to the desired design architecture theme.
- Identify opportunities for development and redevelopment within the area that match the needs of a variety of interested developers.
- Identify areas for new public and private open spaces that are integral to establishing the area as a premier pedestrian environment.
- Establish gateway markers around the periphery of the District to further establish the vision.
- Establish a clear approval process for developers, landowners, and business owners to implement the District Vision.

To implement the objectives listed above, the standards listed in this guide are based on fundamental principles of quality site design, architectural design, landscaping standards, and public space design. The body of this guide is based around five main design topics. Each issue is summarized by a goal and followed by guiding principles and recommended standards.

BELOW: Legends District logo



4.7 Design Approval Process

The submittal process and requirements for proposed projects located in the District are not intended to subvert, but support and advance the requirements established in the City Zoning Code. The process should follow the standard development process outlined in Chapter 13-1800 of the Green Bay Municipal Code.

4.8 Glossary

Terms related to the creation and design implementation of the District shall be the same as those listed in Section 13-300 of the Green Bay Municipal Code.

4.9 Design Standards

4.9.1: Sidewalks, Streetscapes, and Intersections

Goals:

- Create a sidewalk network that is integral to a pedestrian-friendly street system where pedestrians can experience safety, comfort, accessibility, and efficient mobility. Sidewalks also function as outdoor rooms and gathering places, and help define community character.
- Improve the street network to include curb extensions to provide increased pedestrian space and opportunity for social interaction while providing safe refuge and shorter distances while crossing the street.

Guiding Principles:

- Typical minimum width for high-volume pedestrian zones: 6.0 feet.
- Minimum height clearance for mounted traffic signs and tree branches in pedestrian travel ways: 8.0 feet.
- Keep sight triangles open to facilitate safe vehicle and pedestrian movements.

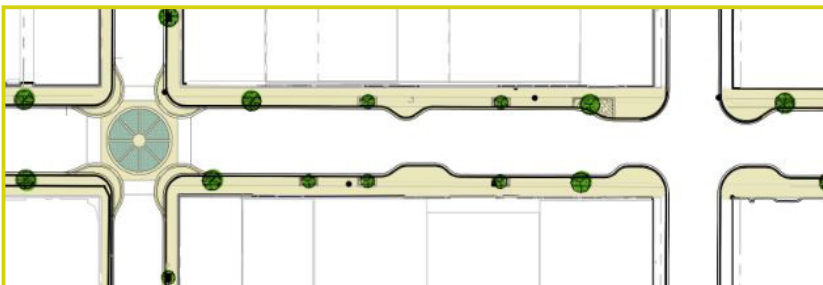
RIGHT: Example of midblock crosswalks



RIGHT: Example of facades differentiated enough to visually separate the structure



BELOW: Example of bumpouts that could be along Tony Canadeo Run



Recommended Design Standards:

1. Zones

a. Development areas shall have clearly defined zones for pedestrians, building development, vehicular travel zones, and designated on-street parking areas where appropriate.

b. Pedestrian zones and networks shall also have designated spaces for pedestrian travel, tree and utility plantings, and clear zones around buildings. (Building position, massing, signage, and lighting are further refined through this chapter.)

2. Sidewalks and Crossings

a. Tony Canadeo Run and Reggie White Way should be targeted streets for building and site redevelopment which places the majority of the building façades at the front property line to create a pedestrian-focused network.

b. As development in the District intensifies, the pedestrian focus should be amplified on one side of the street. Study the removal of one lane of parking to create larger, oversized sidewalks and walkways than would typically be required to be installed for future developments.

c. Due to the position of Tundra Lodge, located off the street, pedestrian focus along Bart Starr Road should focus on the west side of the street.

d. Intersection pedestrian crossing shall consider the incorporation of curb extensions or “bump-outs,” or “bulb-outs.” These curb extensions enhance pedestrian safety by increasing pedestrian visibility, shortening crossing distances, slowing turning vehicles, and visually narrowing the roadway.

e. Mid-block pedestrian crossing should consider the incorporation of curb extensions or “bump-outs,” or “bulb-outs.” Other design considerations aside from bump outs should also be considered. An example of curb extension is shown below.

f. All crossings shall be differentiated enough to visually separate the pedestrian surface from the vehicular surface. Examples include different painting and stamped concrete.

g. Surfaces must be ADA-accessible.

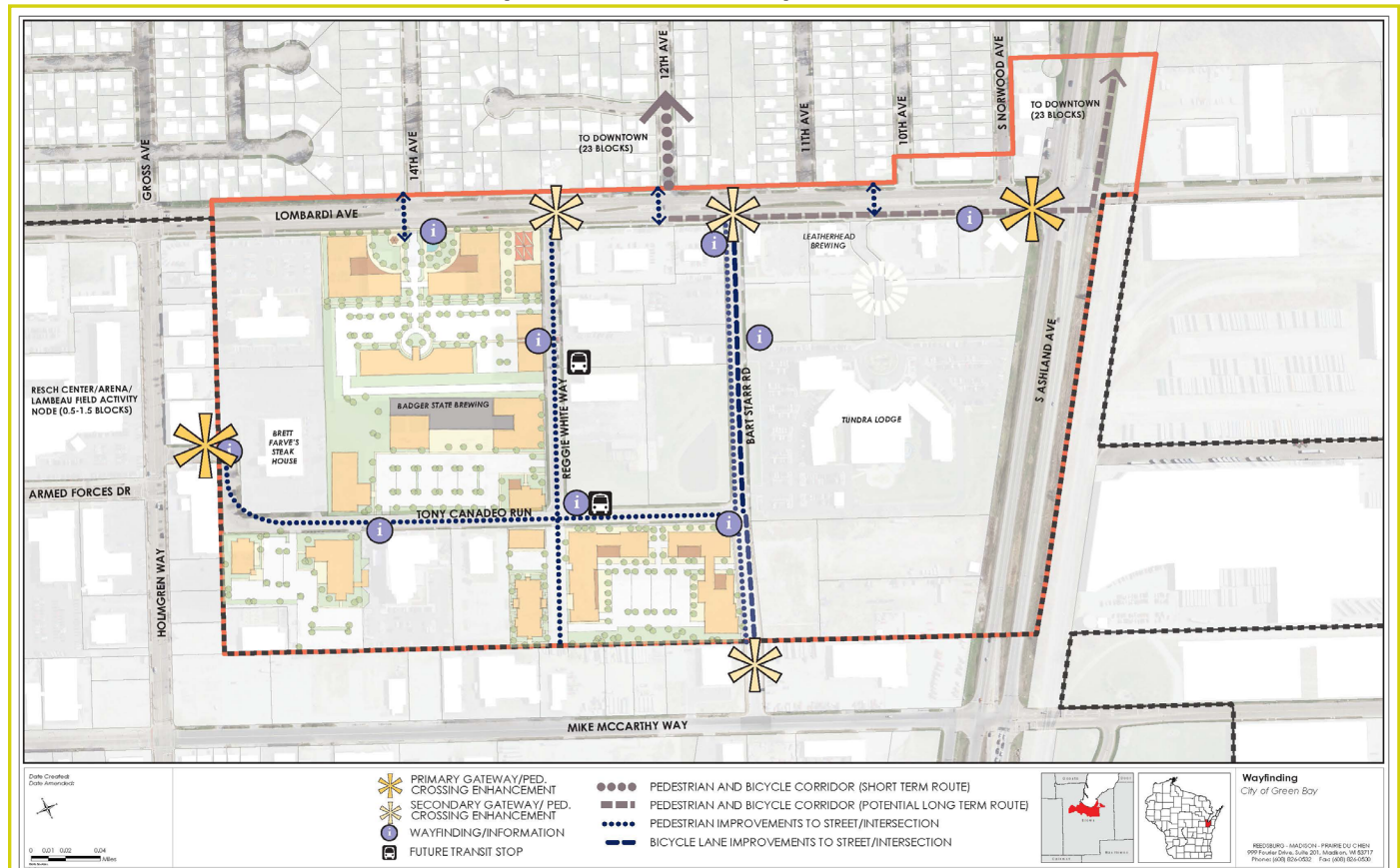
Map 4.2 identifies the designated pedestrian crossing enhancements. Map 1.6.8 illustrates the right-of-way and roadway dimensions. The City has sufficient right-of-way widths to proceed to develop the roads as detailed in the pages 4.6 and 4.7.

3. Pedestrian/Sidewalk Amenities

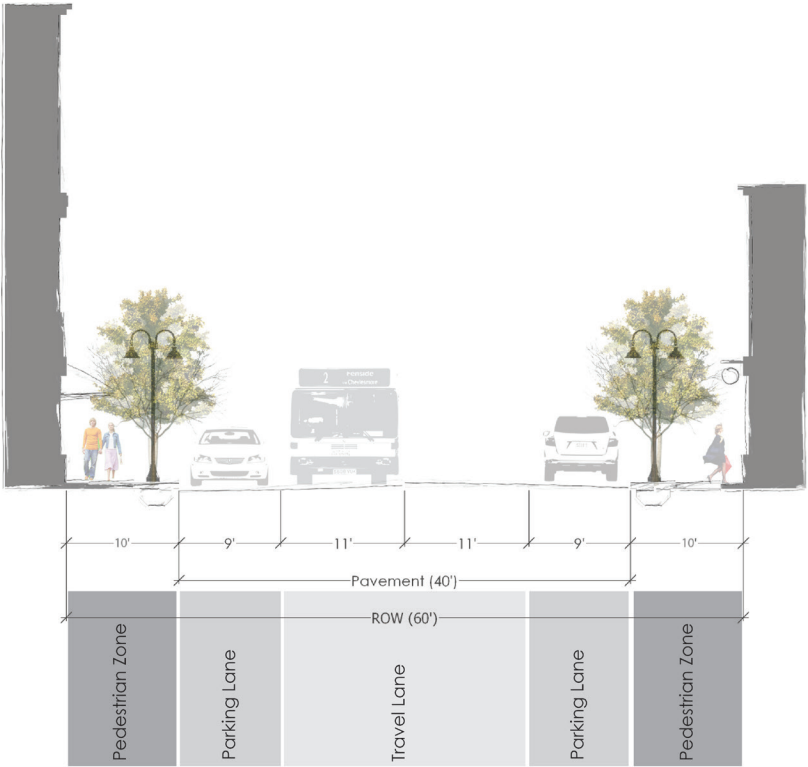
a. All obstacles, such as signs, street furniture, café tables, and benches are to be located to the side of the travel way, and in the café/ tree/utility zones (pedestrian zones).

b. Materials shall be black, patina antique (copper, tin, etc.), stainless, or polished metal finishes.

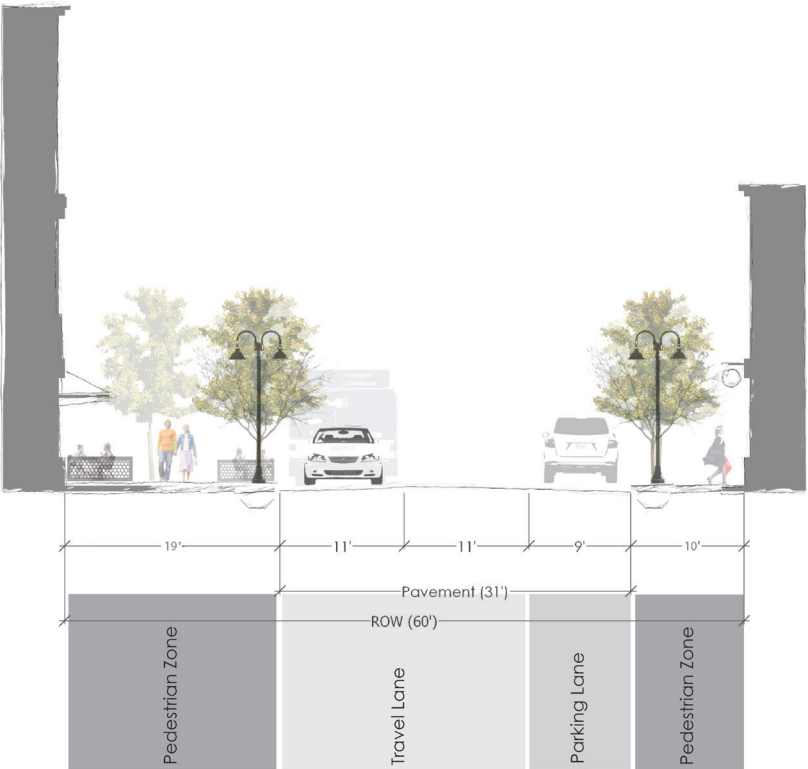
Map 4.2
Recommended Pedestrian and Bicycle Connection Improvements



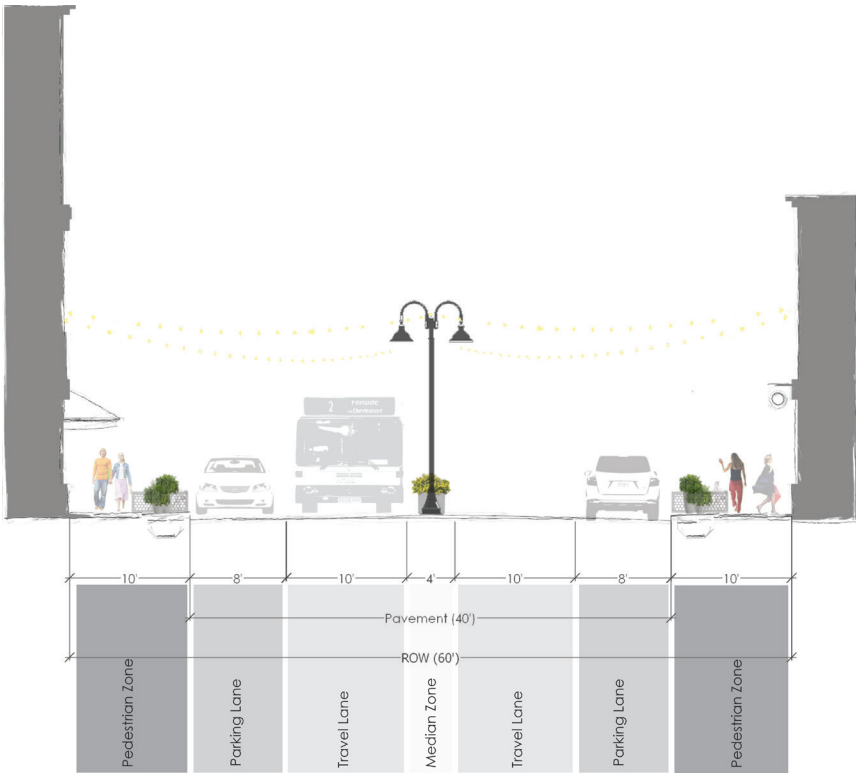
RIGHT: Example street
space recommendation



RIGHT: Example street
space recommendation



LEFT: Example street space recommendation



LEFT: Example street space recommendation



Figure 4.9.1 Streetscaping Elements Examples

RIGHT: Example of separated cafe/ pedestrian space/zones



RIGHT: Example of industrial signage and awning over the ROW with proper clearance



RIGHT: Example of industrial-styled building signage lighting in ROW with proper clearance



FAR RIGHT: Example of industrial-influenced bench and trash can



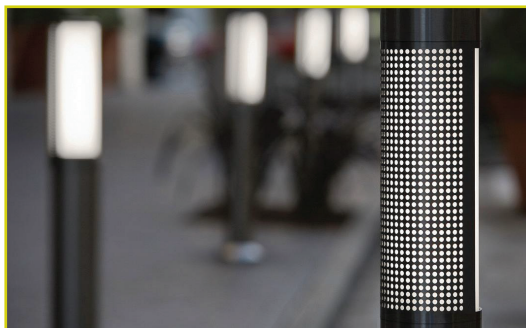
RIGHT: Example of industrial-styled street and pedestrian lighting



FAR RIGHT: Example of industrial-influenced bike rack



RIGHT: Examples of industrial-styled bollard lighting



FAR RIGHT: Example of industrial-influenced bike rack



4. Plantings

a. Minimum overhead tree clearance shall be eight feet if not located over a roadway, or fifteen feet if located over a roadway.

b. Streetscape planting shall be low-profile shrubs and upward-branching trees to maintain visibility and sight distance at intersections, crossings, and other critical areas.

c. Sculpture art and landscaping should be explored as an alternative to plantings where recommended by the City's Parks, Recreation, and Forestry Department.

d. Maximum height of shrubs and raised planters within the corner sight triangle and mid-block bump-out areas shall be two feet.

e. Tree plantings and species shall be approved by a City of Green Bay landscape architect and forester.



LEFT: Example of landscape planters screening and separating cafe zone from pedestrian zone



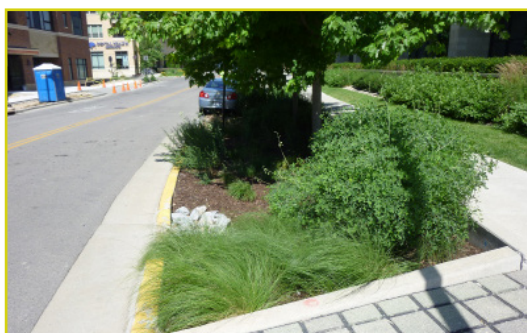
LEFT: Example of appropriate building setbacks and clear zone for residential uses in walkable areas



LEFT: Example of curb extensions and mid-block crossings in walkable areas



LEFT: Example of upward-branching trees to maintain visibility and sight distance at intersections, crossings, and other critical areas



LEFT: Example of integrated stormwater management landscaping

What is Industrial Chic?

Industrial style or chic refers to an aesthetic trend in design that takes clues from old factories and industrial spaces to incorporate into new or existing buildings. Components of industrial style include weathered wood, exposed building systems, exposed brick, industrial lighting fixtures, and concrete.

RIGHT: Example of mixed-use development with an industrial reuse influence

RIGHT: Example of urban, industrial-themed residential with modern industrial influence

RIGHT: Example of urban, industrial-themed commercial space with a single floor of residential above

4.9.2: Site Design, Building Orientation, and Architectural Character

Goals:

- Create a building design theme that accentuates pedestrian and bicycle connections between the street and adjoining properties to create a memorable user experience.
- Create a District design theme that develops and maintains quality building standards that reflects the industrial history of the area, the desired design theme, and a character that is sensitive to the pedestrian environment - commonly referred to as *"industrial chic"*

Guiding Principles:

- The District should reflect a modern and high-quality adaptation on industrial design.
- Site buildings reinforce pedestrian connections.
- Pedestrian safety is a priority over vehicular access.
- Stress the importance of functional first-floor façades.
- Articulate building massing through window placement and scale.

Figure 4.9.2 Site Design, Building Orientation, and Architectural Character Examples



Recommended Design Standards:

1. District architectural design styles shall blend high-quality contemporary building design with the industrial style within the District. Each building is not required to blend styles ,but should be complementary to the District identity. See example images.
2. Primary building entrances shall be oriented to and visible from the main pedestrian traffic-generating streets, and routes should be designed as the focal point of the façade.
3. Encourage positioning of buildings parallel to streets to establish and maintain a larger block face.
4. Provide a direct link from the main entrance of the building to the public sidewalk plazas.
5. Multi-family residential uses may be permitted on the first floor, but shall be designed, integrated, and consistent with façade requirements.
6. Vehicular site entrances shall be located away from main entrances to promote pedestrian safety and are encouraged to be co-located to reduce conflict points.
7. The areas between the building façade and the street should only be used for small pedestrian plazas, planting beds, business signage, public art, decorative fencing and screening, cafes, retail sales, and other pedestrian-scale amenities.

8. Future buildings that are located at the zero setback line are encouraged to provide additional building articulation, where at least 70% remains at the zero setback line.

9. Residential developments within the district are encouraged to be integrated into a mixed-use development and have doors, windows, and sidewalks oriented toward the street. Parking garage entrances and parking shall be located on the side or rear of buildings.

10. Building characteristics: New developments are encouraged to place new structures as close to the front property line to establish the pedestrian zones; however, if developments integrate pedestrian entrances, plazas, or cafes into their hardscaping plans, the following standards shall apply.

a. Building standards for placement less than or equal to five feet from the front property line.

i. Building entrances – at least once every 75 feet.

ii. Major façade modulation every 100 feet. Major façade modulation is defined as façade extensions or recesses greater than five feet.

iii. Buildings of more than 30 feet in width shall be divided into smaller regular visual increments through the articulation of the façade. This can be achieved through variation in materials, detailing, roof lines, and elements, such as arcades, awnings, windows, and balconies.

b. Building standards for placement between five and 15 feet from the front property line.

i. Building entrance - at least once every 50 feet.

ii. Major façade modulation every 75 feet. Major façade modulation is defined as façade extensions or recesses greater than five feet.

III. Buildings of more than 30 feet in width shall be divided into smaller regular visual increments through the articulation of the façade. This can be achieved through variation in materials, detailing, roof lines, and elements, such as arcades, awnings, windows, and balconies.

c. The maximum setback line is 15 feet.



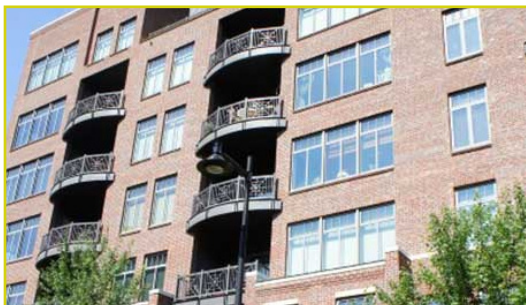
LEFT: Example of urban, industrial-themed buildings and district and zero lot line development and proper window transparency



LEFT: Example of building located at a zero lot line. The building also represents a quality mix of building massing and wall articulation



LEFT: Example of active private space with an industrial design focus



LEFT: Example of balconies aligned with the building's vertical elements representing and industrial design focus



LEFT: Example of a building with quality materials, focused building entrance, minimal setbacks, hardscaping, and landscaping

RIGHT: Example of an internal building plaza



RIGHT: Example of industrial reuse and industrial materials



RIGHT: Example of building with accentuated window openings



RIGHT: Example of a quality building design that incorporates quality materials



11. Storefronts: Design should highlight storefronts and building entrances with architectural features, canopies, awnings, lighting, color, different massing, or unique features and finishes.

12. The ground level of any multi-story, commercial, and mixed-use structure shall be visually distinct from the upper stories through the use of an intermediate cornice line, sign band, awning or arcade, or a change in building materials, texture, or detailing.

13. Materials

a. Building materials shall relate to the use of the building. Materials should support the building's hierarchical composition. Heavier and more massive materials should be located closer to the ground, whereas, materials that appear lighter should be used on upper stories, parapets, and cornices.

b. Building materials shall be of high-quality and durable material for northern climates.

c. Building materials shall be of complementary colors and shall be used to break up the apparent mass and visual interest to the site and streetscaping. Matte materials are encouraged for large wall expanses, whereas gloss finishes are to be used as accents.

d. Building materials shall be varied in nature, with emphasis on high-quality materials in the pedestrian zone, such as brick or stone with accent materials, such as metal and tile accounting for no more than 20% of the façade. Simpler materials are suitable for upper portions of the building and sides not visible to the street.

e. Building materials shall not include materials such as EFIS, vinyl siding, and pressed wood siding.

f. The use of energy-efficient, sustainable materials should be encouraged.

14. Lighting

a. Use low-level building and landscape lighting to develop a sense of place and aid in wayfinding during evening hours.

b. Use pedestrian-scale lighting around parking areas and sidewalks to extend hours of utility (including safety and crime prevention).

15. Building Openings

a. All buildings should have at least one prominent public entrance that is directly visible from the adjacent street and which contributes to the public realm. Entrances shall incorporate generous glass windows, accent lighting, pedestrian-scaled architectural detailing, and seating elements to create emphasis on the entrance. Entrances along the streetscape should be accessed either directly from the sidewalk or through a small plaza situated between the entrance and the sidewalk.

b. Street-facing first floor façades shall be accentuated with window openings no more than 36 inches from the ground and must be located at least every 15 feet for commercial uses and 20 feet for residential unless interrupted by doors or other openings.

c. Efforts should be made to maximize street frontage transparency and maintain active uses on the ground floor.

d. For commercial or mixed-use buildings, a minimum of 60 percent of the front façade on the ground floor shall be transparent, consisting of window or door openings and allowing views into and out of the interior.

e. Building entrances should be designed as the focal point of the façade.

f. Mixed-use buildings should provide separate side or rear entrances for residential and/or office tenants to minimize conflict with retail patrons, eliminate noise and focus attention on store entrances.

16. Other Elements: Canopies/Awnings

a. The design and materials of canopies should share common architectural elements of the building and be integrated with the building façade.

b. Canopies and awnings should be located at a sufficient height to allow for hanging or projecting signs to be a minimum of nine feet above finish grade.

c. Awning signage shall be regulated by the signage section of this plan and the chapter 13-2000 of the Green Bay Municipal Code.



LEFT: Example of building awnings



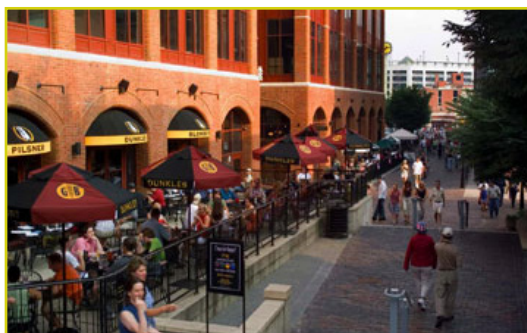
LEFT: Example of building awnings



LEFT: Example of covered building promenade



LEFT: Example of pedestrian streetscape amenities



LEFT: Example of a quality pedestrian-scale environment

4.9.3: Building Massing, Scale, and Transitions

Goal:

Develop and maintain quality buildings that respect the pedestrian-scale environment.

Guiding Principles:

- Respect pedestrian-scale environment through the use of material, massing, and wall articulation.
- Use consistent window and wall articulation patterns to break up large walls adjacent to the public spaces.
- Utilize mid-scale buildings to step back upper floors and reduce the visual impact of buildings from the street.
- Maximize view sheds to Lambeau Field and Downtown Green Bay.

Figure 4.9.3 Building Massing, Scale, and Transitions Examples

RIGHT; Example of industrial chic building design



RIGHT; Example of internal plaza spaces with proper scaling, passive lighting, and quality building design



RIGHT; Example of proper step-down scaling, building articulation, transition architecture from the industrial architectural styles



Recommended Design Standards:

1. Building height and massing should be loosely defined by those listed in Map 3.3 of this plan.
2. Mixed-use, multi-family residential, and hotel uses are encouraged to position buildings that create view sheds and encourage density.
3. Building height along Lombardi Avenue shall be limited to seven stories with a minimum of two stories. All other areas shall be regulated by the height standards in the Downtown One (D1) zoning district.
4. Garage doors, drives, and parking shall be located on the side or rear of structures.
5. Buildings greater than three stories must establish a clear distinction between the ground floor (base) and upper levels. The top floor must be accentuated with a cornice or other architectural elements.

4.9.4: Landscaping, Screening, and On-Site Features

Goal:

Develop and maintain quality site landscaped areas that are integrated with the site design, building architecture, and the District theme.

Guiding Principles:

- Create and add interest to public and private open spaces.
- Balance landscape design throughout the site and District.
- Direct planting design to pedestrian amenities (plazas, sidewalks, etc.)
- Screen parking lots, services areas, and other accessory uses that detract from the overall site aesthetics.

Recommended Design Standards:

1. A landscape architect shall prepare a landscaping plan as part of the site plan review process.

2. Where a portion of a property abutting the sidewalk does not include a plaza or building, then a street planting yard must be provided in accordance with site landscaping standards from Chapter 13-1800 of the Green Bay Municipal Code. Similar materials shall be used to construct fencing along the remaining block face, similar to the Old Main Street District.

3. Private patios and greenspaces should be integrated into the site and building design as an extension of the internal space.

4. Mechanical, service equipment, and other facilities shall be located away from principal pedestrian routes. Where such site amenities are located adjacent or are visible from a right-of-way, the amenities shall be screened as part of the landscape plan or integrated into the architecture of the principle structure.

5. Planting species shall be located based on the site position, and species shall be appropriate based on the amount of anticipated sunlight, water, and ground coverings.

6. Planting materials shall be native to the region so they can adapt to the changing seasons.

7. The parking lot and site landscaping standards shall be consistent with Chapter 13-1800 of the Green Bay Municipal Code.

8. Existing parking lots abutting the public

Figure 4.9.4 Landscaping, Screening, and On-Site Features Examples



LEFT: Example of private, open space that extends the interior of the business to the outside



LEFT: Example of urban residential use positioned near the street and with site-appropriate landscaping

street should be redeveloped with a common District screening wall until such time as the entire site or property is redesigned.

9. Front Yard Plantings

a. Where the building does not abut the front lot line but is less than 5 feet from the lot line, there shall be a minimum of 20% of the setback area landscaped with plantings identified in the required landscape plan. The remainder of the front setback area shall be hardscaped and supplemented with additional pedestrian amenities.

b. Buildings positioned between five feet and the maximum 15 feet setback shall have a minimum of 40% of the setback area landscaped with plantings identified in the landscape plan. The remainder of the front setback area shall be hardscaped and supplemented with additional pedestrian amenities.

10. Plantings within the side yard: Where buildings or plazas do not abut the side lot line, a five foot planting area shall be provided for at least 75% of the side yard.

11. Plantings within the rear yard: Where ground floor rear yard setbacks are utilized, a five foot planting area shall be provided for at least 75% of the side yard.

12. A minimum of one 36" box tree shall be planted with a mature height of 30 feet, and a mature canopy of 20 feet shall be planted for each 1,000 sq ft of on-site open space.

13. Ground-related open space shall be connected to the public pedestrian network to encourage walkability.

14. Above-grade or open-air spaces are encouraged, but shall not be substituted for coverage requirements unless it is a certified and installed green roof.

15. Tree and light standard placement need to be coordinated to assure trees do not block proper illumination. If possible, place lights midway between trees to avoid conflicts.

16. Bike racks should be positioned adjacent to entryways, but should not impede pedestrian pathways or routes.

17. Development proposals must also comply with all other site and landscaping standards from Chapter 13 of the Green Bay Municipal Code that are not detailed in this chapter.

RIGHT: Example of private, open space integrated into the greater building design, but still positioned adjacent to the public right-of-way.



RIGHT: Example nonstandard industrial bike rack.



4.9.5: Public Open Space

Goal:

Encourage and continue the creation of a District that is pedestrian focused, that enhances quality of life for users, and stresses the importance of an active and vibrant urban streetscape.

Guiding Principles:

- Utilize existing road right-of-ways to create pedestrian-focused environments.
- Capitalize on private, open space to create a network of unique spaces and places.
- Capitalize on private Walk of Legends development and incorporate the path into the greater landscape design.
- Create safe and accommodating spaces for pedestrians and bicyclists.

Recommended Design Standards:

1. Public amenities listed in 4.9.1, such as benches, transit stops, lighting, planters, trash cans, and ground surface treatments should be part of a complete landscape treatment plan complementary to the architectural design and district theme. The complementary design theme images are provided within this section.

2. Sites that contain Walk of Legends Monuments shall accentuate the position to encourage people to use the space. If an existing monument position impedes the redevelopment of a viable site, then the applicant/developer shall work with the owner to secure a new position within the immediate area.

3. Publicly controlled open space shall be designed and developed in a means complementary with the district theme.

4. Pedestrian-scale traditional street lights should be installed in the sidewalk terrace in the pedestrian-oriented node of Lombardi Avenue and Tony Canadeo Run.

5. The common stormwater facilities shall be designed or adapted to include amenities complementary with the District theme.



ABOVE: Sidewalks with terraced areas for areas off main roads.

Figure 4.9.5 Public Open Space Examples



ABOVE: Pedestrian-scale traditional pedestal lighting.

LEFT: Existing Walk of Legends monuments.



LEFT: Example of public plaza with art positioned between buildings.



FAR-LEFT: Example of natural terrace planting on less traveled streets.



LEFT: Example of active sidewalks and terraces for pedestrian-focused streets.

4.9.6: Parking, Service Areas, and Stormwater

Goal:

Promote pedestrian-enhanced, on-site or on-street parking design that limits the visual impact of surface parking while prioritizing safety, activity, and visual aesthetics.

Guiding Principles:

- Utilize existing on-street parking to the extent feasible.
- Accommodate alternate modes of transportation, such as transit, walking, and biking.
- Utilize shared parking agreement and parking maximums to discourage over-parking of the District.
- Surface lots should be reduced or minimized to blend with the surroundings.

Recommended Design Standards:

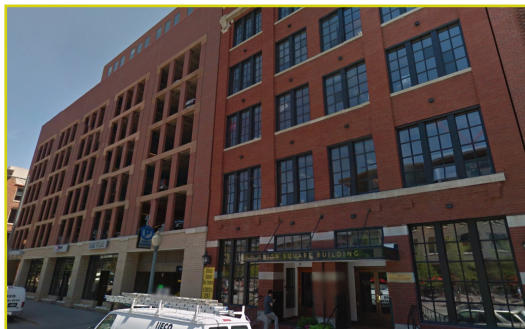
1. Developer shall submit a parking plan as required by 13-1711 of the Green Bay Municipal Code.
2. All new surface parking shall be located either underground or to the side or rear of buildings. Underground parking is highly recommended and should be explored before including surface parking.
3. All surface parking lots must provide safe pedestrian connections that are differentiated from vehicular uses.
4. Parking Maximums:
 - a. Multi-family residential: As described in Table 17-2 of the Green Bay Municipal Code
 - b. Hotel: As described in Table 17-2 of the Green Bay Municipal Code
 - c. Retail: 1 space per 500 GFA or as determined by Zoning Administrator
 - d. Office/Commercial: 1 space per 500 GFA or as determined by Zoning Administrator
 - e. Restaurant: 1 space per 200 GFA or as determined by Zoning Administrator
 - f. Multi-family properties that do not utilize the maximum parking requirements are encouraged to offer the unused lots as part of a shared parking program.
5. Surface parking should be designed to be unobtrusive and have minimal impact on the scale and character of the District. Surface parking shall not be located adjacent to intersections.

Figure 4.9.6 Parking, Service Areas, and Stormwater Examples

RIGHT: Example of structured parking that reflects the surrounding building character



RIGHT: Example of structured parking that reflects the surrounding building character



6. Structured parking should be designed to be unobtrusive and have minimal impact on the scale and character of the District. The structure shall be located below or partially below grade. Remaining above-grade structured parking adjacent to the street shall be wrapped and architecturally treated to blend with the surroundings and encouraged to incorporate first floor retail or commercial uses.

7. Existing development with parking in front should be enhanced with interior landscaping, walkways, and a landscape buffer (possibly including decorative fencing and walls) to screen the parking from the sidewalk and street.

a. Fences and railings should be a minimum of 30 inches and a maximum of 42 inches in height. Fencing and railings shall be a minimum of 70 percent open.

b. Solid walls shall be a minimum of 18 inches and a maximum of 32 inches in height. Hedges shall be no less than 80 percent open in the winter months and no more than 32 inches in height.

8. Customer parking and pedestrian areas should be separated from service and loading areas.

9. Screening is required for ground-level utility meters, mechanical equipment, refuse areas, and other potentially unattractive or unsafe features.

10. Stormwater facilities should be incorporated into the design of the site. For example, bioretention areas, rain gardens and basins should be aesthetically pleasing and include decorative elements.

11. Development proposals must also comply with all other site and landscaping standards from Chapter 13 of the Green Bay Municipal Code that are not detailed in this chapter.



LEFT: Example of structured parking that reflects the surrounding building character



LEFT: Example of how existing parking areas could be renovated



LEFT: Example of how side and rear parking areas should accommodate pedestrians and bicyclists

4.9.7: Business, Wayfinding, and Gateway Signage

Goal:

Create and implement signage standards that complement the architectural character of the district.

Business Signage Guiding Principles:

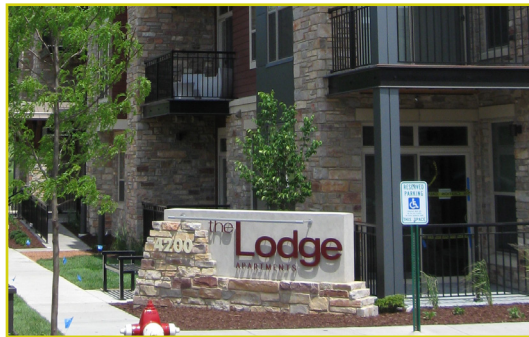
Develop integrated and aesthetically pleasing building signage.

Figure 4.9.7 Business, Wayfinding, and Gateway Signage Examples

RIGHT: Example of common building monument industrial chic signage



RIGHT: Example of a mix of industrial and natural monument signage with base lighting



RIGHT: Example of individual building signage that is pedestrian focused with wall-mounted lighting



RIGHT: Example of individual building signage that is pedestrian-focused with wall-mounted lighting



FAR RIGHT: Example of industrial-styled painted building signage

Recommended Business Signage Design Standards:

Recommended Design Standards:

1. Signage should be integrated as an architectural element with attention given to the color, materials, scale, and orientation of all proposed signs in relation to the overall design of the building and to each other, as well as complying with the sign regulations specified in Table 20-1 of Chapter 13-2000 of the Green Bay Municipal Code, except that the following signs are prohibited in the District.

a. Plastic box signs

b. Pole/pylon signs

2. Preferred lighting: The following is a list of preferred lighting for exterior business signage.

a. Mounted, backlit letters

b. Building-mounted letters, with up or down lighting

3. Individual business signage should preferably be mounted on the building façade or located on awnings above the primary business entrance.



Wayfinding Signage Guiding Principles:

- Create aesthetically pleasing and easy-to-understand wayfinding and District signage that is complementary to the overall District design.
- Direct people to and from the surrounding neighborhoods, Downtown Green Bay, and the surrounding entertainment uses.

Recommended Wayfinding Signage Design Standards:

1. Regulatory signage should reinforce District theme through repetition of the brand, choice of materials, and consistent naming of districts.
2. Signage style should coordinate with lighting and pedestrian amenities.
3. Use pedestrian-oriented signage that can be read easily while on foot.
4. Ensure that wayfinding signage includes both roadway signage for vehicular traffic as well as signage directed toward pedestrian viewpoints. Signage should be streamlined to minimize clutter and improve message clarity.
5. Wayfinding signage should be consistently visible yet, not compete with regulatory or storefront signage. Signage should be consistent and coordinated among public, private, and non-profit entities.
6. Multiple destinations listed per sign are encouraged, including up to four messages, with more detailed interpretive signage reserved for public spaces.
7. Signage shall comply with MUTCD Section 2D.50, Community Wayfinding Signs.



LEFT: Examples of thematic wayfinding signage at heavily traveled intersections



LEFT: Example of thematic wayfinding signage at heavily traveled intersections



LEFT: Example of simple wayfinding signage located throughout the District



LEFT: Example of simple wayfinding signage located throughout the District. (Wayfinding elements would be located on the horizontal elements.)

RIGHT: Example of industrial gateway signage



RIGHT: Example of industrial gateway signage



RIGHT: Example of industrial gateway signage



BOTTOM: Example of less prominent industrial gateway signage



Recommended Gateway Signage Guiding Principles:

Create inviting gateway entry signage to attract tourists, residents, and other visitors.

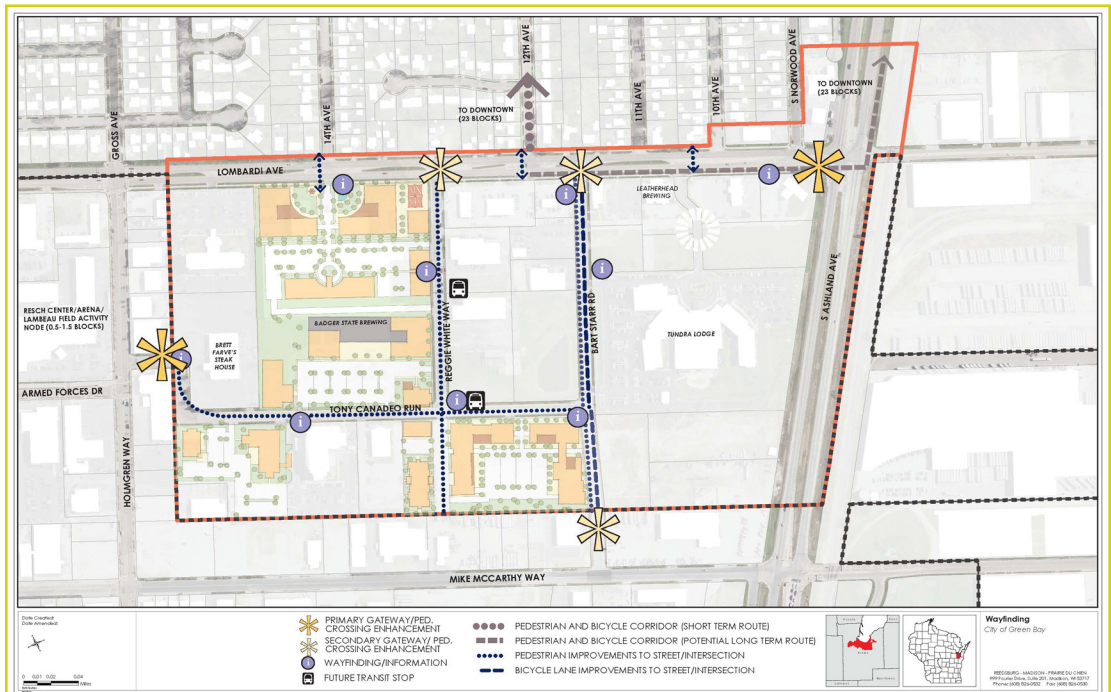
Recommended Gateway Signage Design Standards:

1. Signage should be placed at the designated intersections as illustrated on Map 4.1.

2. Signage should be complementary to the architectural standards and wayfinding signage in the District.

Wayfinding can be defined as the planning and communication of information throughout a built or dimensional environment. When done properly, wayfinding enables each person to form a mental map of a site, and/or navigate an environment through the use of a comprehensive, systematic, cohesive, and visually unified graphic system.

Map 4.3 Wayfinding Signage Locations





Report to the Green Bay Plan Commission

MEETING DATE

June 18, 2019

PREPARED BY

Paul Neumeyer, Staff

AGENDA ITEM # L.2.

To authorize a Conditional Use Permit (CUP) to allow for a detached garage to exceed both the height and area limitation in Chapter 13-615, Green Bay Zoning Code at 3071 Gothic Court, subject to:

- 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.
- Continuance of similar style of architecture, exterior construction material, and color of the structure.

BACKGROUND

Primary Address: 3071 Gothic Court

Aldersperson/District: Ald. Jesse Brunette/12

Reason for Request: Obtain a permit to construct a detached garage that exceeds the height and area for an accessory structure.

Subject Parcel Zoning and Land Use: RI – Low Density Residential zoning, Single-family dwelling.

Surrounding Zoning and Land Uses:

North: RI-Low Density Residential Single-family residences

South: RI-Low Density Residential Single-family residences

East: RI-Low Density Residential Single-family residences

West: RI-Low Density Residential Single-family residences

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for Low Density Housing.

Analysis: The petitioners intend to construct a detached garage at 3071 Gothic Court. The proposed detached garage will be placed approximately 25 ft. from the Gothic Court right-of-way. The subject site is approximately 2.18 acres. Upon review of a preliminary site plan for the property it was noted that the proposed garage exceeded the maximum height and the maximum side wall height of the accessory structure requirements found in the Zoning Code. Chapter 13-615, Table 6-4 requires that heights and area of detached accessory structures may be increased with a conditional use permit. The following is the specific increases the petitioner is requesting:

Maximum Height:

The petitioner is seeking an increase from the designated maximum accessory structure height of 16 ft. to a proposed accessory structure height of approximately 18 ft. Height is measured from grade to the mid-point of the roof-line, not the overall height to the peak. In addition, the petitioner is also seeking an increase from the maximum side wall height of 10 ft. to a proposed accessory structure side wall height of approximately 12 ft. The existing principal dwelling is 2.5 stories in height.

The proposed structure has a gable roof line with a south facing dormer and the exterior of the building will have brick on the north and east elevations and a lap siding on the other two. Images of the proposed garage and the site layout are attached within this agenda. The existing residence is a two- story dwelling with an attached garage located on the southern edge of the site.

Maximum Area:

The petitioner is also seeking an increase in the overall area of the detached accessory structure to 1,920 sq. ft. from the maximum 1,000 sq. ft. The existing principal structure is 7,389 sq. ft. based on the City Assessor's records.

The petitioners have also applied for a variance from the Board of Appeals for the placement of the structure setback from the Gothic Court right-of-way. Their request will be heard at the June 17, 2019, Board of Appeals meeting.

The subject parcel is large enough that Planning staff believes the increased heights will not detract from the adjacent property owners or disrupt the perceived spatial density and character of the existing neighborhood. The accessory use is smaller than the principal residence footprint.

Ald. J. Brunette, adjacent property owners and the King of Arms Neighborhood Association were notified of the request. Staff received one inquiry but no objections to the request as of the drafting of this report.

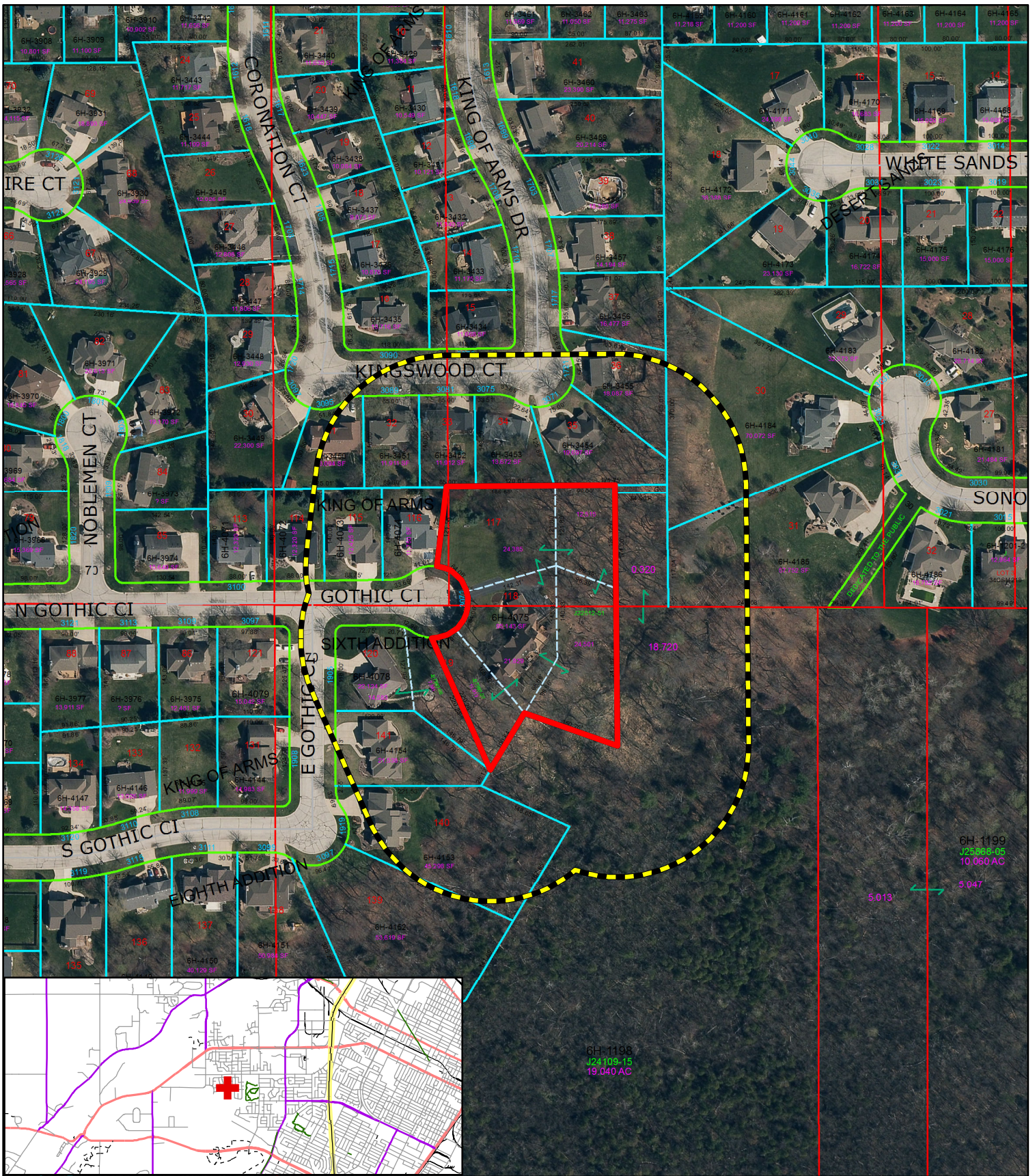
RECOMMENDATION

Approval of the request, subject to:

- a. 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.
- b. Continuance of similar style of architecture, exterior construction material, and color of the structure.

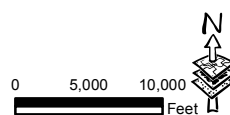
FISCAL IMPACT**ATTACHMENTS**

1. ZP 19-10 letter revised
2. Bldg Elevation _ Site Plan



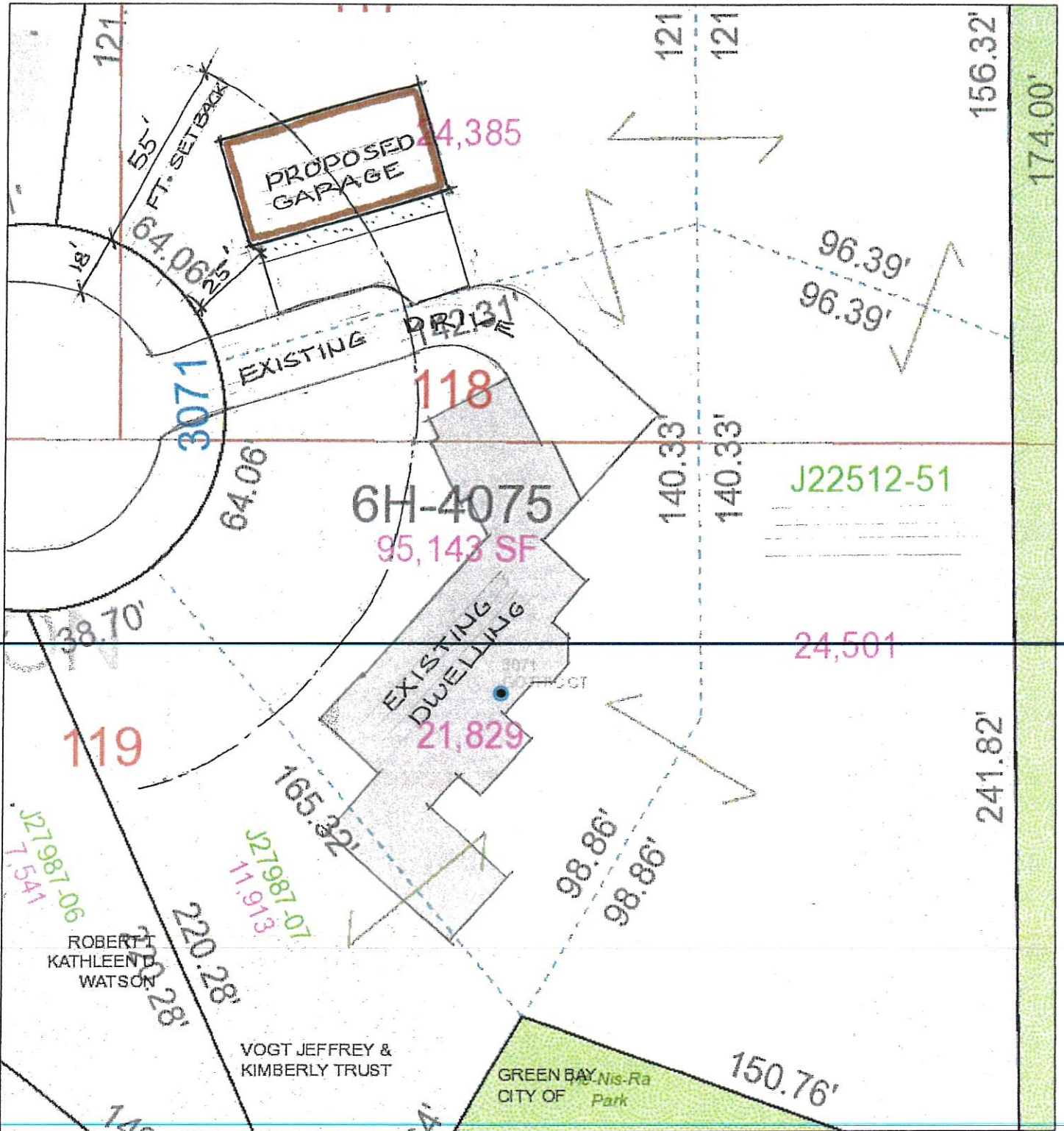
Zoning Petition (ZP 19-10)
Proposed Conditional Use Permit (CUP)
3071 Gothic Court

- Proposed CUP
- 200' 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 PN

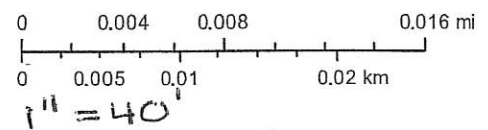
Part of Brown County WI



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3071 GOTHIC CT.
GREEN BAY, WI

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Brown County Municipalities
Brown County
Brown County WI

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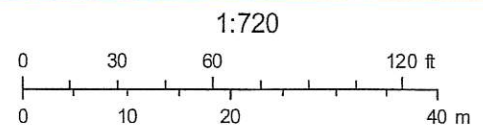
ACTUAL LOCATION
MAY VARY SLIGHTLY

Part of Brown County WI



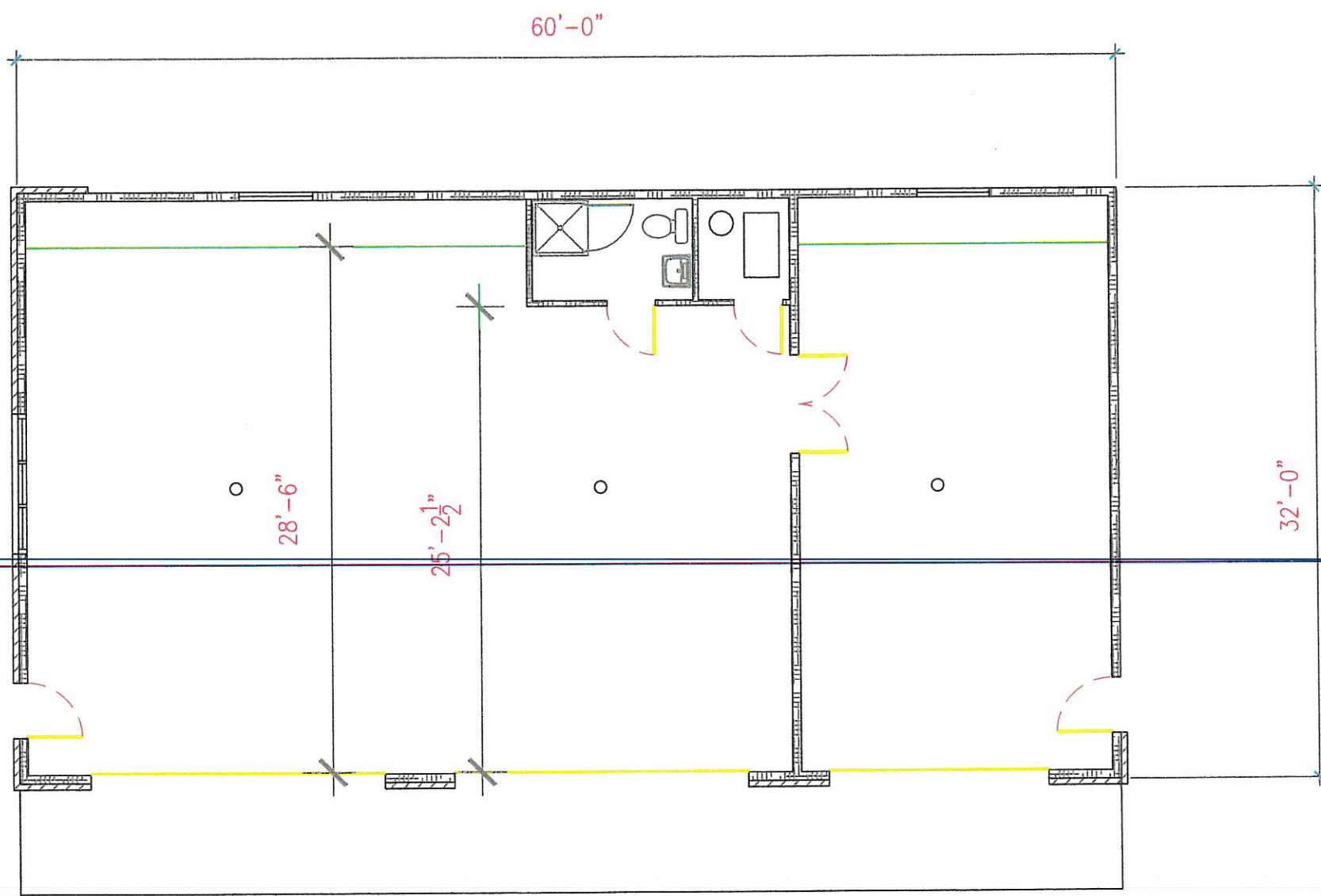
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3071 GOTHIC CT.
GREEN BAY, WI



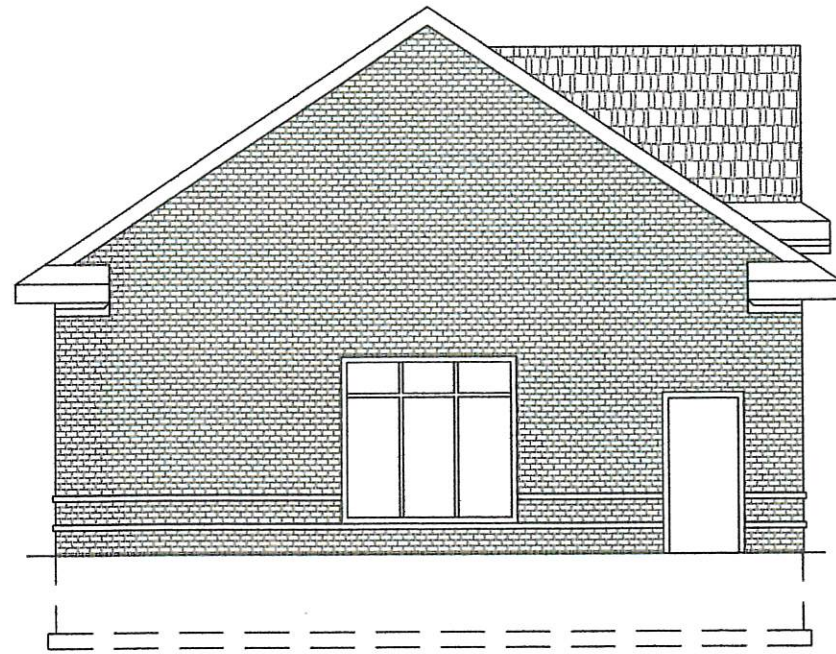
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Brown County
Brown County WI

3 OF 3



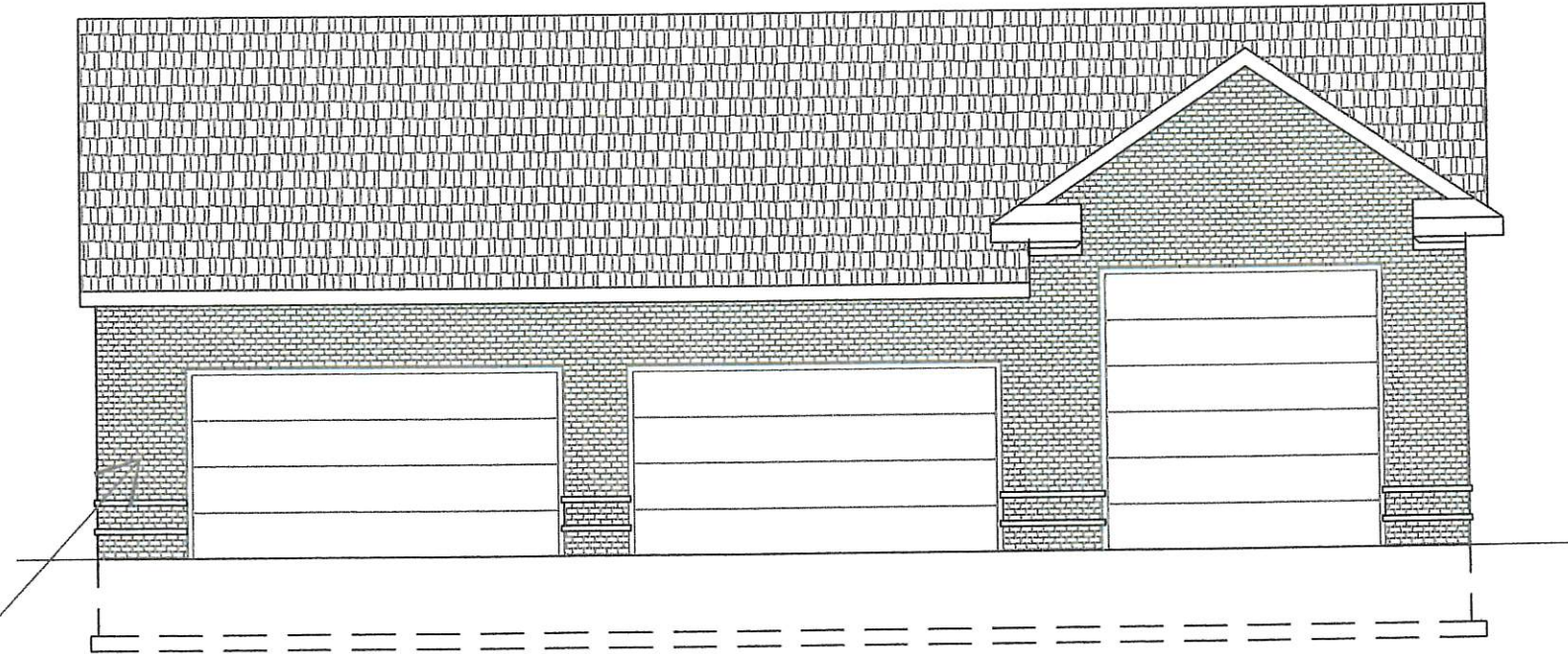
FLOOR PLAN 1,920 SQUARE FEET
SCALE 1/8" = 1'-0"

1	GARAGE JEFF VOGT 3071 GOTHIC COURT GREEN BAY, WI.	HOME REMAKES 1523 SHADOW RIDGE WAY DEPERE, WISCONSIN 54115 920 360 5262	DATE: 05/22/2019
			REVISIONS:



EAST ELEVATION

SCALE 1/8" = 1'-0"

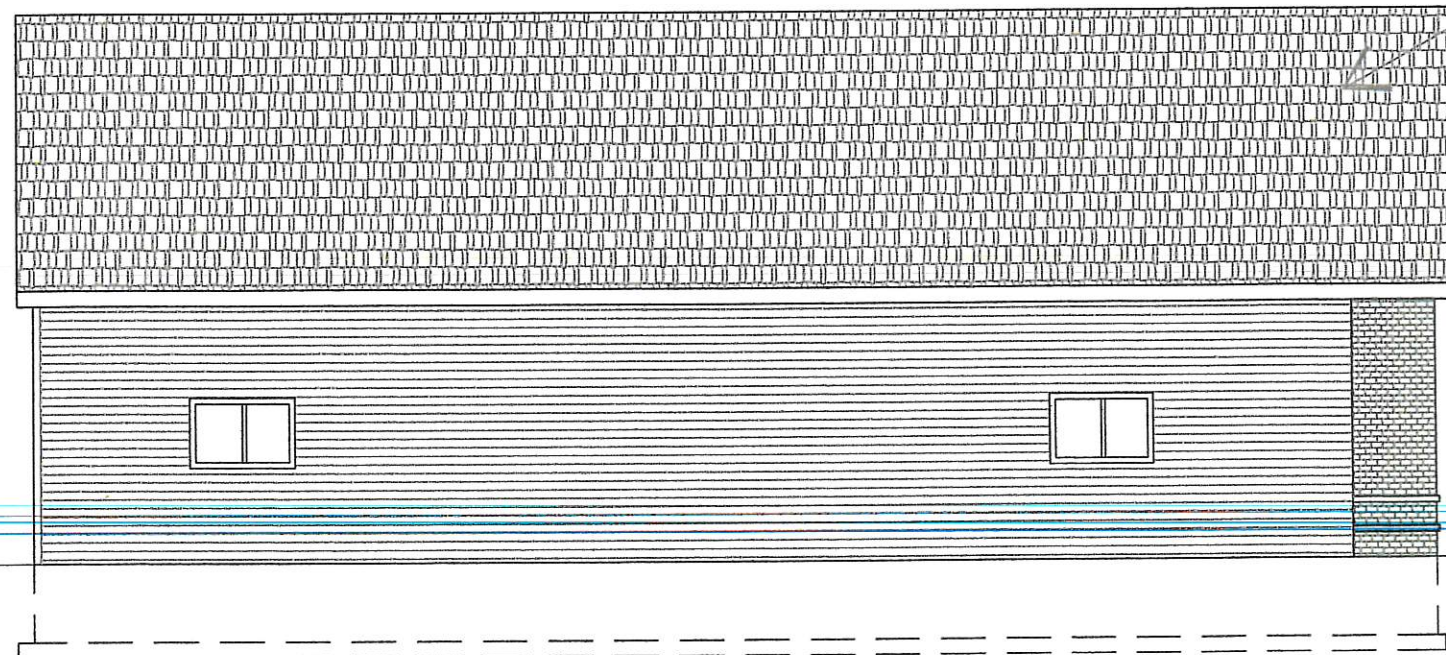


NORTH ELEVATION

SCALE 1/8" = 1'-0"

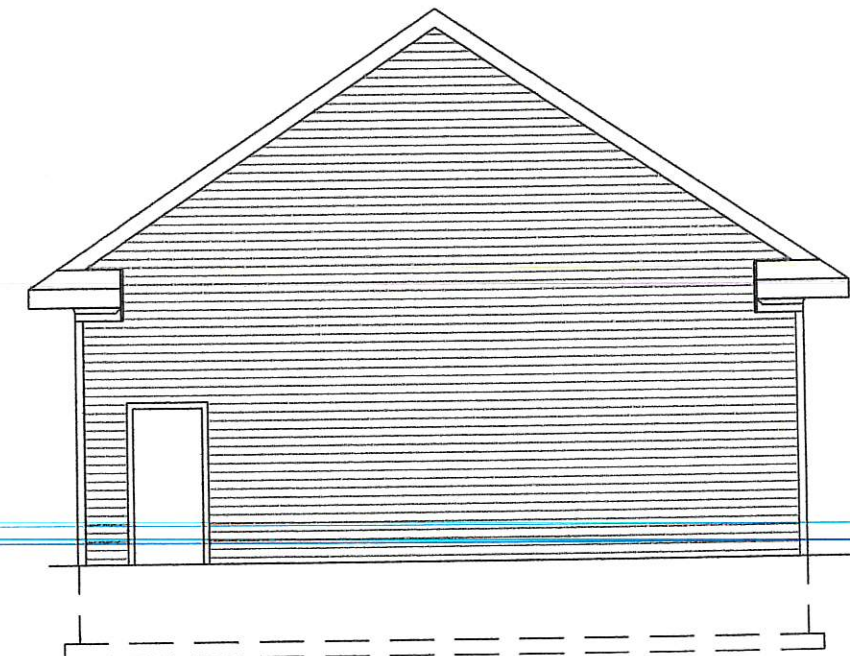
BRICK, EAVE DESIGN, AND BRICK
ROLOCK TO MATCH EXISTING
RESIDENCE

ROOF SHINGLES TO MATCH
EXISTING RESIDENCE



SOUTH ELEVATION

SCALE 1/8" = 1'-0"



WEST ELEVATION

SCALE 1/8" = 1'-0"

DATE: 05/22/2019

REVISIONS:

HOME REMAKES

1523 SHADOW RIDGE WAY
DEPERE, WISCONSIN 54115
920 360 5262

GARAGE
JEFF VOGT

3071 GOTHIC COURT
GREEN BAY, WI.

TRUSSES 24" O.C., 1/2" O.S.B.,
MIN. 15# FELT PAPER, ASPHALT
SHINGLES.

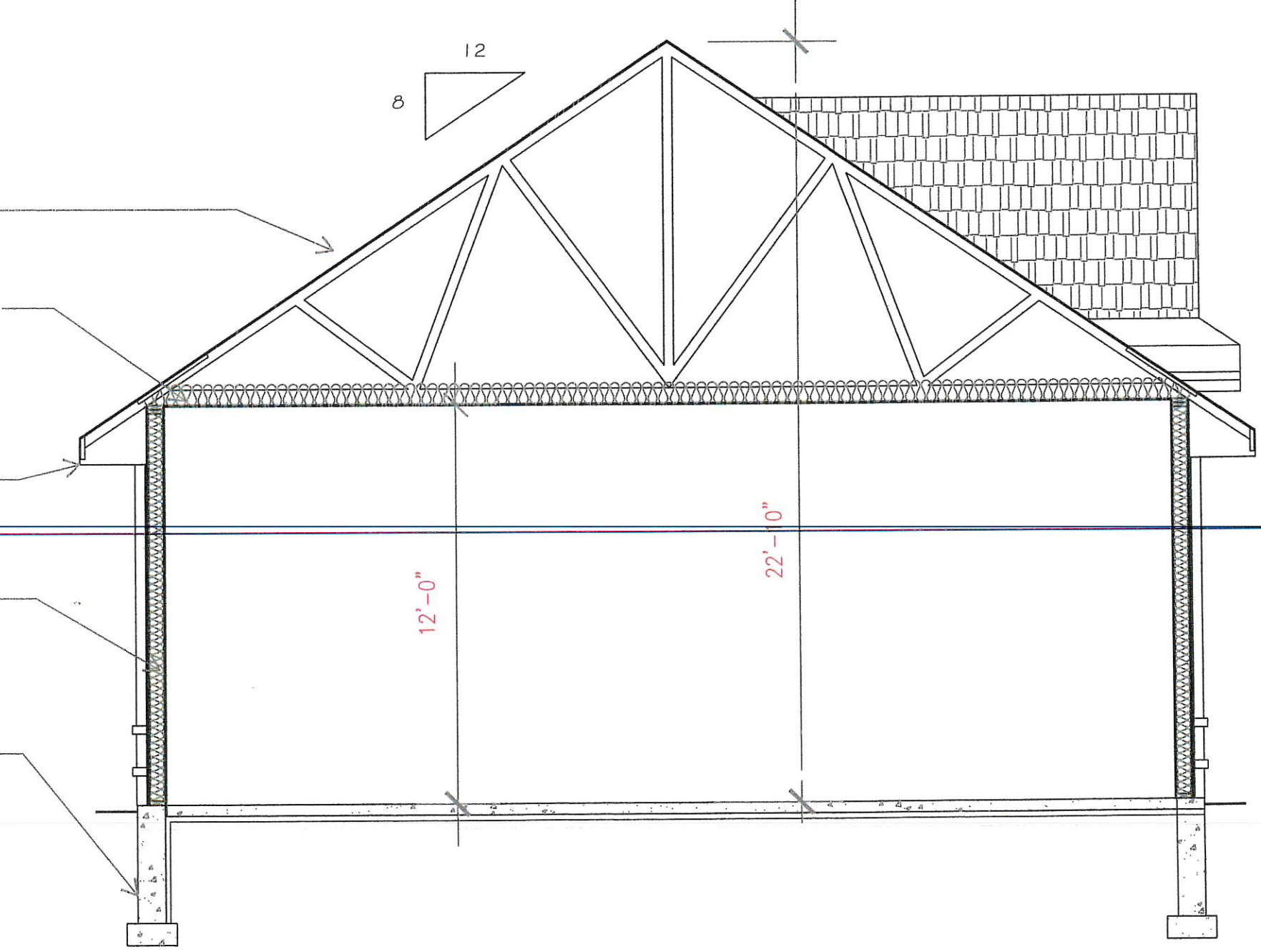
FIBERGLASS BATT OR BLOWN IN
INSULATION, THICKNESS AS PER
REQUIREMENTS, AND VAPOR
BARRIER.

FACIA AND SOFFIT TO MATCH
EXISTING RESIDENCE.

FACE BRICK, 1/2" O.S.B.
SHEATHING AND BUILDING WRAP,
2 X 6 STUDS 16" O.C., BATT
INSULATION, VAPOR BARRIER,
AND O.S.B. OR 1/2" GYP. BD.
PAINTED.

CONCRETE FLOOR SLAB, RIGID
INSULATION, AND CONCRETE
FOUNDATION WALL AND
FOOTING. SIZE AND
THICKNESSES TO BE
DETERMINED.

NOTE: INSULATION AND
FOUNDATION SIZES TO BE
DETERMINED. NOTES ARE FOR
GENERAL DESCRIPTION.



SECTION LOOKING WEST

SCALE 1/4"= 1'-0"

DATE: 05/22/2019

REVISIONS:

HOME REMAKES

1523 SHADOW RIDGE WAY
DEPERE, WISCONSIN 54115
920 360 5262

GARAGE
JEFF VOGT

3071 GOTHIC COURT
GREEN BAY, WI.



Report to the Green Bay Plan Commission

MEETING DATE

June 18, 2019

PREPARED BY

Paul Neumeyer, Staff

AGENDA ITEM # L.3.

To authorize a Conditional Use Permit (CUP) to permit two free-standing parking lots in the 400 to 500 Block of South Broadway, subject to:

- Standard site plan review and approval all applicable standards listed in Chapter 13, Green Bay Zoning.

BACKGROUND

Primary Address: 400 to 500 Block of South Broadway

Alderson/District: Ald. Brian Johnson/9

Reason for Request: To permit two free-standing parking lots.

Subject Parcel Zoning and Land Use: D1 – Downtown One, vacant.

Surrounding Zoning and Land Uses:

North: D1 – Downtown One/LI-Light Industrial vacant commercial

South: D1-Downtown One commercial

East: D2-Downtown Two vacant- Breakthrough Fuel site

West: D2-Downtown Two/LI-Light Industrial vacant

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

Report: The request is to create two freestanding parking lots along South Broadway at Arndt Street. The area is comprised of three lots, two of which will be consolidated, south of the railroad spur with an existing lot on the southeast corner of South Broadway and Arndt Street. All three parcels are vacant and have been for some time. Because the principal use will be a parking lot, a Conditional Use Permit (CUP) is required as part of the Downtown One (D1) district. The properties will remain in public ownership and will be used as overflow parking for both Breakthrough Fuel corporate headquarters at the end of Arndt Street and the Shipyard redevelopment north of West Mason Street/Tillman Bridge.

The northern most parking lot contains 24,756 sq. ft. or 0.57 acres with 40 proposed parking spaces. The southern parking lot contains 31,970 sq. ft. or 0.73 acres with 71 proposed parking spaces. Areas of green space will be added in the form of internal parking islands; however, the parking areas will significantly consume the lots as allowed under the D1 zoning. The northern parking lot will have one-way drives off of Arndt Street and the southern drive will have one access point off of South Broadway. A pedestrian connection is provided to South Broadway from the southern lot and a walkway is proposed from the northern lot parallel with Arndt Street to the Breakthrough Fuel site. A preliminary site plan is attached within this agenda packet.

Ald. Brian Johnson and adjacent property owners have been notified of the request. Staff has not received any inquiries or objection to the request as of the drafting of this report.

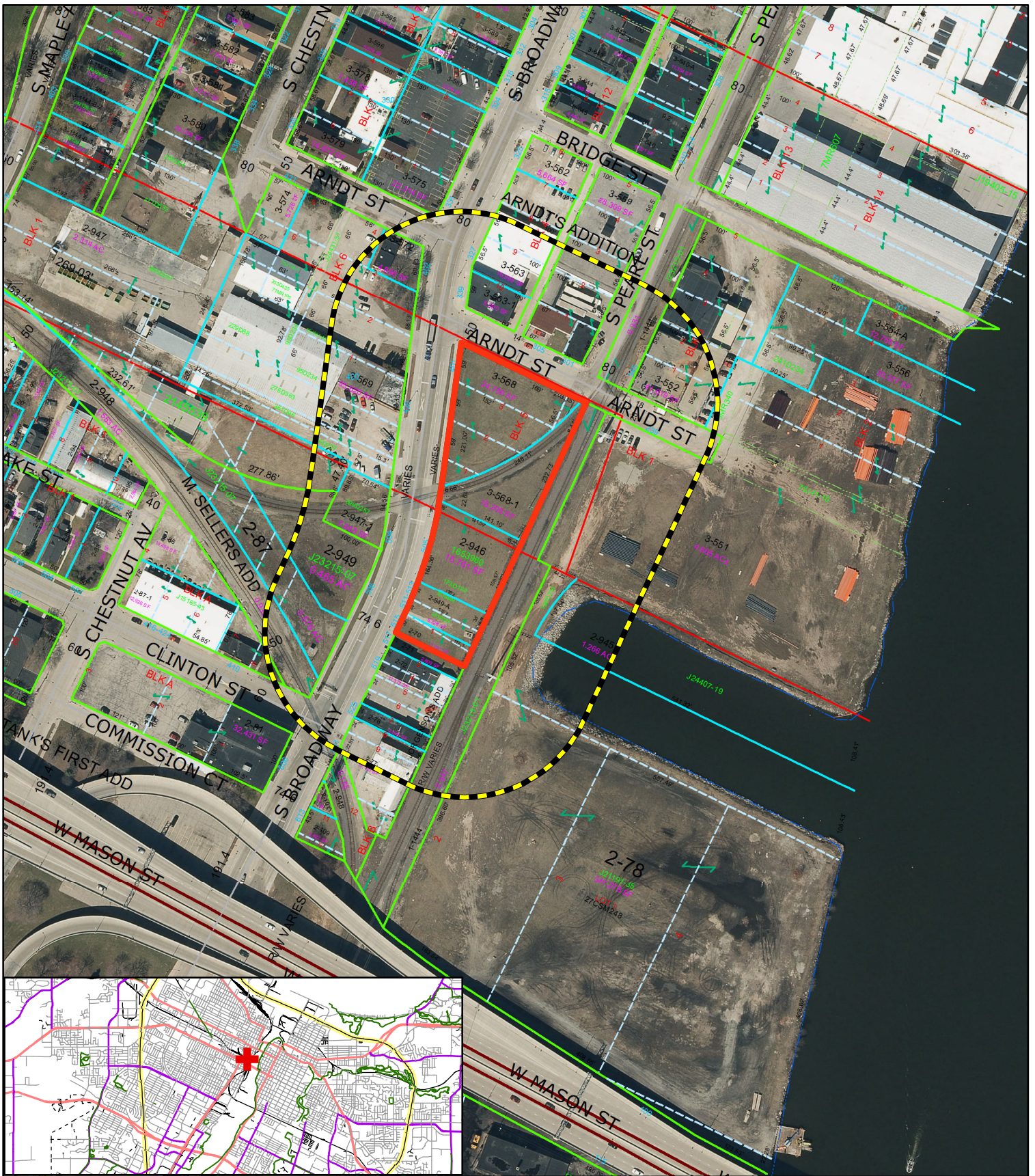
RECOMMENDATION

Approval of the request subject to standard site plan review and approval all applicable standards listed in Chapter 13, Green Bay Zoning.

FISCAL IMPACT

ATTACHMENTS

1. ZP 19-11 letter
2. PARKING SITE PLAN



Zoning Petition (ZP 19-11)
Proposed Conditional Use Permit (CUP)
400 to 500 Block of South Broadway

- Proposed CUP
- 200' Property Owner Notice

0 5,000 10,000
 Feet



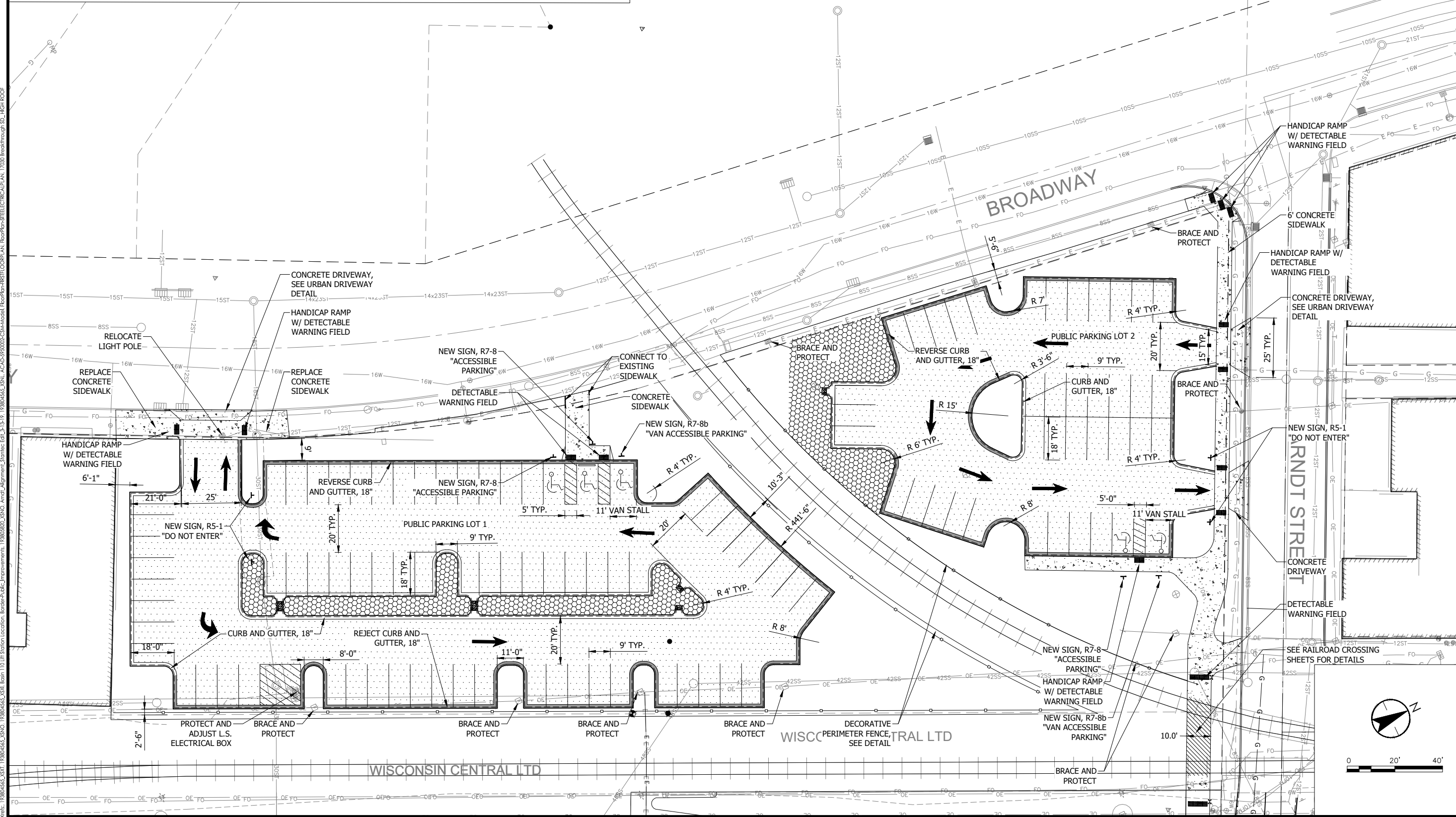
This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.
 Map prepared by PN

Plot Date: 05/28/2019 - 3:45pm
Drawing name: V:\1938\active\

NOTES

1. PUBLIC ROADWAY IMPROVEMENTS TO BE COMPLETED BY ROBERT E. LEE
2. ALL RAILROAD CROSSING ARMS AND LIGHTS MUST BE PROTECTED AND
MAINTAINED DURING CONSTRUCTION.

CN RAIL CONTACT:
JACKIE MACEWICZ, MANAGER PUBLIC WORKS
STEVENS POINT, WI
OFFICE: (715) 345-2503
EMAIL: Jackie.Macewicz@cn.ca



Stantec
12075 N. Corporate Parkway, Suite 200
Mequon, WI 53092
www.stantec.com



WREL Robert E. Lee
& Associates, Inc. —
Engineering | Surveying | Environmental | Ecological

PROPOSED SITE PLAN

GREEN BAY SHIPYARD - PUBLIC IMPROVEMENTS
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN

DATE OF ISSUANCE	
May 28, 2019	
NO. OF REVISION	DATE

SURVEY	ROBERT E. LEE
DRAWN	CMM
DESIGNED	CMM
CHECKED	MAB
APPROVED	MAB
PROJ. NO.	193604565

SHEET NUMBER
C2.01



Report to the Green Bay Plan Commission

MEETING DATE

June 18, 2019

PREPARED BY

Paul Neumeyer, Staff

AGENDA ITEM # L.4.

To rezone 2324 University Avenue from General Commercial (C1) to Highway Commercial (C2) to permit the construction of a Burger King restaurant.

BACKGROUND

Reason for Request: To permit the redevelopment of the site for a drive-through restaurant.

Aldersperson/District: Ald. Craig Stevens/7

Surrounding Zoning and Land Uses:

Subject Property: General Commercial (C1) Commercial uses

NORTH: General Commercial (C1) Westside Municipal Garage

SOUTH: General Commercial (C1) Commercial uses

EAST: Planned Unit Development (PUD) Vacant commercial

WEST: General Commercial (C1) Commercial uses

Comprehensive Plan: The 2022 Smart Growth Plan designates the subject area as Commercial (C). The proposed request is compatible with and is not contradictory to the applicable recommended policy and the future land use map.

Report: The subject property contains a vacant commercial building on the southeast corner of University Avenue and Peters Street. The rezoning will allow for the redevelopment of the site and adjoining parcel for a Burger King restaurant. The subject parcel contains 6,587 sq. ft. or 0.15 acres and combined with the adjoining parcel (0.33 acres) would result in one parcel of 0.48 acres in size for a redevelopment site. The proposed use would adjoin the Kwik Trip site to the east and is a compatible use along the commercial corridor.

Ald. C. Stevens and adjacent property owners have been notified of the request. As of the drafting of this report, staff has received no inquiries or objections regarding this request.

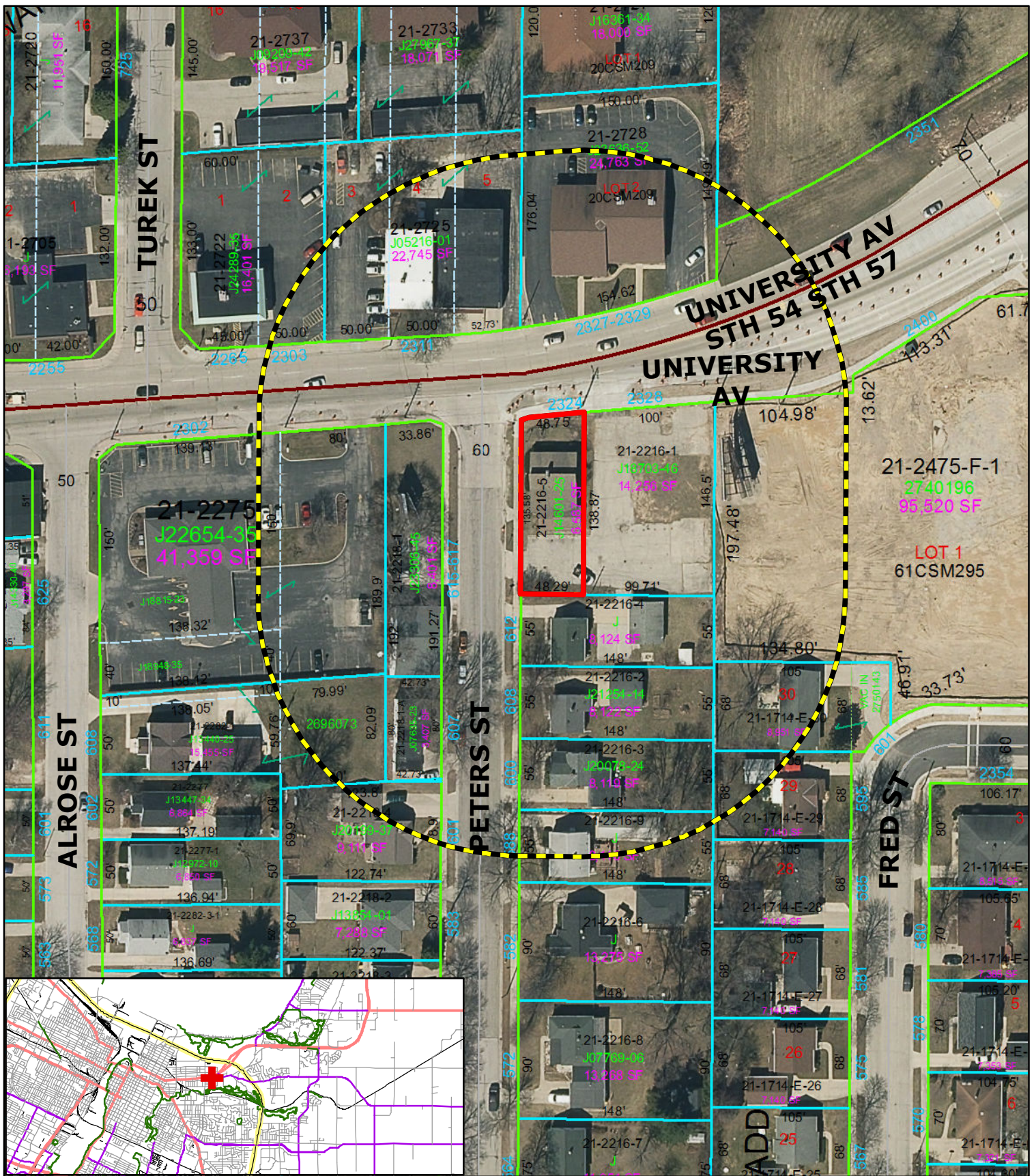
RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. ZP 19-12 letter revised
2. BK
3. Burger King on university and peters street.
4. Proposed Burger King on University Ave
5. 541 Apline



Zoning Petition (ZP 19-12)
Proposed Rezoning
2324 University Avenue

- Subject Area
- 200' Property Owner Notice



0 5,000 10,000
 Feet



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 PN

From: [Kathy Blazek](#)
To: [Paul Neumeyer](#)
Subject: BK
Date: Sunday, June 09, 2019 6:39:35 PM

No too congested in this small area
Already. Thank you
Sent from my iPhone

From: [jim vandenack](#)
To: [Paul Neumeyer](#)
Subject: Burger King on university and peters street.
Date: Friday, June 07, 2019 4:02:37 PM

My name is James VanDenack and I been approached by several neighbors that don't know how to stop this burger king from happening as planned. We do not want the smell , trash , or traffic involved with a fast food place like burger king. Again I live on peters street. And will try to be at the meeting on Monday. This really is unnecessary there is one within 1.8 miles of our current location.

I myself have many reasons for not wanting this to happen. But agree with everyone that lives in the immediate area. Which includes some business owners in the area.

From: [Kate Winslow](#)
To: [Paul Neumeyer](#); [District One](#)
Subject: Proposed Burger King on University Ave
Date: Sunday, June 09, 2019 8:05:58 AM

I have heard the Plan Commission will be considering a request for approval of a Burger King on University Ave at Peters Street.

I would like to voice my concern about the impact to traffic flow on that street. Vehicles making left turns into the restaurant will back up traffic on University Ave. during the commute hours, when the store would be the busiest with dinner orders, I can't fathom what that would do to traffic and the safety of cars waiting to turn into or exit from the store.

The recent addition of the Festival Foods and Quick Trip traffic signal already slows the flow of traffic. Human nature being what it is, a popular fast food restaurant at that location will exacerbate the impatience of drivers either trying to get around vehicles waiting to enter the premises or customers taking chances and pulling out into traffic.

I do not live close to this location but I do use University Ave as my main thoroughfare to travel around Green Bay.

Kate Winslow
2949 Mossy Oak Circle
54311

RE: ZP 19-12 request to rezone 2324 University Avenue from General Commercial (C1) to Highway Commercial (C2)

I spoke with Ed Jensen, 541 Alpine Drive who was in support of the rezoning request as it would create more economic development.

Paul Neumeyer

Zoning Administrator

City of Green Bay Department of
Community and Economic Development

100 North Jefferson St., Room 608

Green Bay, WI 54301-5026

paulne@greenbaywi.gov

920.448.3405

www.greenbaywi.gov





Report to the Green Bay Plan Commission

MEETING DATE

June 18, 2019

PREPARED BY

Paul Neumeyer, Staff

AGENDA ITEM # L.5.

To amend Chapter 13-509 to permit the installation of a ramp for access to a structure to be compliant with American with Disabilities Act (ADA).

BACKGROUND

Aldersperson/District: All

Reason for Request: Allow ADA accessible ramps to encroach within a required setback.

Report: The proposed amendment would allow a ramp to be permitted within a required front, corner side, interior and rear yard setback for access to a building/dwelling. Currently, ramps are prohibited in such setbacks because they are considered part of the principal structure. Many times applicants will need to seek a variance through the Board of Appeals for the encroachment. The proposed amendment would allow ramps as a permitted encroachment to within 1 ft. of the property line as currently stipulated in Chapter 13-509. Such ramps shall be constructed to meet ADA requirements. The proposed amendment would be as follow:

(12) Ramps that provide access to a principal building compliant with ADA requirements.

Staff feels the proposed amendment would benefit individuals requesting access to a structure and not being delayed based on a disability.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

None



Report to the Green Bay Plan Commission

MEETING DATE

June 18, 2019

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # L.6.

To approve the Safe Walk & Bike Plan, completed with Green Bay Area Public School District and Toole Design Group as proposed in the provided draft.

BACKGROUND

Since 2016, there have been a public push for a bicycle and pedestrian plan for the City of Green Bay. While we have many great facilities, programs, and community organizations focused on multi-modal access & safety and health, there are many gaps in infrastructure, outreach, and programs. The City began working in partnership with the Green Bay Area Public School District (GBAPS) to create a joint Safe Routes for Non-Drivers Plan and Bicycle & Pedestrian Plan in late 2017. We further partnered with Brown County Planning and Wello to create a workgroup that has led this planning process with Toole Design Group and WE BIKE, etc. GBAPS received a grant funded through the Wisconsin Department of Transportation to fund most of this plan. The City and GBAPS have each contributed 10 percent of the total project cost (\$30,994 for each entity). The City's portion was funded through unrestricted Community Development Block Grant funds, and was approved by the Plan Commission, RDA, and Common Council in summer of 2018.

Since then, we have completed a year-long public planning process to develop this comprehensive plan, the Safe Walk & Bike Plan. The original intent of this plan was to identify ways to empower adults and children of all ability levels throughout Green Bay to make walking and biking a part of their daily routines in getting to schools and other community destinations in an equitable way. Through extensive outreach including public meetings, school site visits, surveys, and stakeholder meetings, the Safe Walk & Bike Plan represents the community's needs with realistic and actionable implementation recommendations. This plan is unique in that it equally addresses the City's overall needs while giving school-specific recommendations as well. This plan is intended to be a guiding document for the City, GBAPS, and our community partners in ensuring safety, livability, and equity in our community.

The plan focuses on the 5 "E's": Engineering, Encouragement, Education, Enforcement, and Evaluation. These topics guided the plan, from data collection to implementation. For the recommendations of this plan, each "E" is broken down between City-Wide and School recommendations. These recommendations address a wide variety of issues, and also give resources for other similar projects or implementation strategies. Implementation will be done in phases, as noted in the prioritization maps. As redevelopment, new development, or roadway projects occur, this document will be consulted to address the bicycle and pedestrian accommodations that are most appropriate for the site or roadway.

The approval of this plan will allow our community to be eligible for additional funding resources to complete the tasks as recommended by this plan. Many of these funding opportunities are matching or fully-funded grants, taking all or the majority of the financial burden off of each entity's general budget. Being able to participate in the planning process for 10% of the total project cost, which can lead to grant opportunities for infrastructure projects is a great opportunity for the City. To ensure this plan is used effectively, the original workgroup from the planning process will be retained and expanded. With an active, multi-representative group, we will be able to continue sharing resources, learn about projects and funding opportunities, and hold one another accountable to the implementation recommendations in the plan.

The final document and maps can be viewed here:

https://www.gbaps.org/our_district/departments/transportation/safe_routes_project

RECOMMENDATION

Approval of the request, as proposed in the provided draft.

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

June 18, 2019

PREPARED BY

Kevin J. Vonck, CED Director

AGENDA ITEM # M.I.

To approve the Final Resolution Regarding Exempt Facility Variable Rate Demand Redevelopment Revenue Bond Financing for Green Bay Packaging Inc. Project.

BACKGROUND

In June 2018, the RDA and City approved a Development Agreement with Green Bay Packaging, Inc. to construct a mill at 1601 North Quincy St. that will convert recycled materials and mixed paper waste into a liner-board and corrugating medium.

The company is asking the RDA to consider an Initial Resolution for the conduit issuance of up to one hundred and fifty million dollars (\$150,000,000.00) Redevelopment Exempt Facility Revenue Bonds to finance this project.

The RDA will act strictly as a conduit, which enables the company to borrow at a lower rate of interest. Neither the RDA or City will be liable for any payments or monitoring. The bonds do not count against the borrowing capacity of the City.

RECOMMENDATION

To approve the Final Resolution Regarding Exempt Facility Variable Rate Demand Redevelopment Revenue Bond Financing for Green Bay Packaging Inc. Project.

FISCAL IMPACT

ATTACHMENTS

1. 4834-9703-4904.1 COMPARE Final Bond Resolution (RDA) - Green Bay Packaging
2. 4848-8724-3670.2 Final Bond Resolution (RDA) - Green Bay Packaging
3. Active_116390609_5_Green Bay - Limited Offering Memorandum
4. Active_116486792_4_Green Bay - Bond Purchase Agreement
5. Active_116563106_4_Green Bay - Remarketing Agreement
6. Green Bay - Bond Purchase Agreement - Green Bay - Bond Purchase Agreement
7. Green Bay - Limited Offering Memorandum - Green Bay - Limited Offering Memorandum
8. Green Bay - Remarketing Agreement - Green Bay - Remarketing Agreement

REDEVELOPMENT AUTHORITY OF THE
CITY OF GREEN BAY, WISCONSIN

RESOLUTION NO. ____

**FINAL RESOLUTION REGARDING
EXEMPT FACILITY VARIABLE RATE DEMAND
REDEVELOPMENT REVENUE BOND FINANCING FOR
GREEN BAY PACKAGING INC. PROJECT**

WHEREAS, the Redevelopment Authority of the City of Green Bay, Wisconsin (the “Authority”), is a public body corporate and politic duly organized and existing under and pursuant to Section 66.1333 of the Wisconsin Statutes, as amended (the “Act”); and

WHEREAS, the Authority is authorized and empowered pursuant to Section 66.1333(5) of the Wisconsin Statutes, as amended, within the City of Green Bay, Wisconsin (the “City”) to:

- (a) acquire or assist private acquisition, improvement and development of blighted property for the purpose of eliminating its status as blighted property;
- (b) issue bonds or other indebtedness for such purposes; and

WHEREAS, pursuant to a resolution duly adopted on February 15, 2019 entitled “INITIAL RESOLUTION REGARDING REDEVELOPMENT EXEMPT FACILITY REVENUE BOND FINANCING FOR GREEN BAY PACKAGING INC. PROJECT,” the Authority expressed its intention to issue revenue bonds of the Authority in an amount not to exceed \$150,000,000 to finance a project to be owned by Green Bay Packaging Inc., a Wisconsin corporation (the “Borrower”) consisting of financing the (i) construction of an approximately 451,980 square foot facility located at 1601 North Quincy Street (the “Facility”) to be operated by the Borrower to convert recycled materials and mixed paper waste to produce liner-board and corrugating medium, (ii) acquisition and installation of related equipment at the Facility and (iii) payment of certain professional costs and costs of issuance (collectively, the “Project”), all of which would contribute to the well-being of the City; and

WHEREAS, the Project is located in a redevelopment area and is in furtherance of the Authority’s Redevelopment Plan by providing municipal benefits including by way of illustration, but not limitation, the alleviation of the conditions of urban blight found by the Authority and the City to be present in the Project area; the promotion of a decent living environment and adequate places for employment of the people of the City in the Project area; retention of and more steady employment of its citizens resulting in the alleviation of unemployment within the City; maintenance or increase in the tax base of the City resulting in greater support for education and municipal services; stimulation for expansion of existing and new business; stimulation of private investment funds from financial institutions; and betterment of the City’s economy; and

WHEREAS, the Borrower has identified additional eligible Project costs of approximately \$10,000,000; and

WHEREAS, the Borrower has requested the Authority to issue its Exempt Facility Variable Rate Demand Redevelopment Revenue Bonds, Series 2019 (Green Bay Packaging Inc. Project) in an amount not to exceed \$160,000,000 (the “Bonds”), for the purpose of financing the Project; and

WHEREAS, the Act authorizes the Authority to issue revenue bonds in its discretion to finance its activities under the Act; and

WHEREAS, the Borrower has heretofore presented the Authority with proposed documentation for the Bonds (collectively, the “Bond Documents”), as follows:

- (a) a Bond Purchase Agreement (the “Bond Purchase Agreement”) to be entered into among the Authority, the Borrower and Wells Fargo ~~Securities, LLC~~ Bank, National Association, as underwriter (the “Underwriter”);
- (b) a Loan Agreement (the “Agreement”) to be entered into between the Authority and the Borrower;
- (c) an Indenture of Trust (the “Indenture”) to be entered into between the Authority and Wells Fargo Bank, National Association, as trustee (the “Trustee”);
- (d) a Limited Offering Memorandum to be used by the Underwriter in connection with the offering and sale of the Bonds (the “Offering Circular”); and
- (e) a Promissory Note relating to the Bonds to be executed by the Borrower, providing for the payment by the Borrower on terms scheduled to provide the Authority with revenue sufficient to retire the Bonds in accordance with their terms; and

WHEREAS, it is hereby found and determined to be in the best interests of the City and in furtherance of the Authority’s redevelopment objectives for the Authority to proceed with the issuance and sale of the Bonds for the purpose of financing the Project.

NOW, THEREFORE, BE IT RESOLVED:

Section 1 Additional Findings and Determinations. It has been found and determined and is hereby declared as follows:

- (a) the Project is a “Redevelopment Project” within the meaning of the Act;
- (b) the purpose of the Authority’s financing the costs of the Project is and the effect thereof will be to promote the public purposes set forth in the Act;
- (c) it is desirable that revenue bonds in the aggregate principal amount not exceeding \$160,000,000 (the “Bond Amount”) be issued by the Authority, maturing at such date and in such

amount and at interest rates and upon the terms set forth in the Indenture under the provisions of which the Authority's interests in the Indenture (except for certain rights described in the Indenture) will be assigned to the Trustee as security for the payment of principal of, premium, if any, and interest on all Bonds outstanding under the Indenture;

(d) based upon representations from the Borrower, the estimated aggregate cost of financing the Project and paying the costs incident to the financing is not less than the Bond Amount;

(e) the loan repayments required to be made by the Borrower under the Loan Agreement will be sufficient to produce income and revenue to provide for prompt payment of principal of and interest on and premium, if any, on all Bonds issued under the Indenture when due; the amount necessary in each year to pay principal and interest on the Bonds due in such year, whether on a stated payment date, a redemption date, or otherwise; and the Loan Agreement provides that the Borrower shall provide for the maintenance of the Project in good repair and keeping it properly insured; and

(f) a Notice of Public Hearing was published in the Green Bay Press Gazette, and a hearing was held before the Authority on June 4, 2019 in order to comply with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

Section 2 Designation, Denomination, Tenor, Maturity and Scheduled Mandatory Redemptions of Bonds Created for Issuance. The Bonds shall be issued in the aggregate principal amount not to exceed \$160,000,000 and shall be designated as follows:

REDEVELOPMENT AUTHORITY
OF THE CITY OF GREEN BAY, WISCONSIN
EXEMPT FACILITY VARIABLE RATE DEMAND REDEVELOPMENT
REVENUE BONDS, SERIES 2019
(GREEN BAY PACKAGING INC. PROJECT)

The Bonds shall be issued in the form and upon the terms set forth in the Indenture, which terms, including without limitation interest rates, redemption provisions and maturity, are for this purpose incorporated in this Resolution and made a part hereof, with such insertions therein as shall be necessary to comply with the terms of this Resolution and with such corrections therein, if any, as bond counsel may require for conformity with the terms of this Resolution, the Indenture and the Act.

Section 3 Execution and Authentication of Bonds. The Bonds shall be executed on behalf of the Authority with the facsimile or manual signature of its Chairperson, countersigned with the facsimile or manual signature of its Executive Director, and shall have impressed, imprinted or otherwise reproduced thereon an official seal, if any, of the Authority or a facsimile thereof. No Bond shall be issued unless first authenticated by the Trustee to be evidenced by the manual signature of an authorized signatory of the Trustee on each Bond.

Section 4 Approvals and Authorizations. The Bond Documents are hereby approved. The Chairperson and the Executive Director of the Authority are hereby authorized and directed in the name and on behalf of the Authority to execute such documents to which the Authority is a

party, and either one of them or both of them are authorized and directed to execute such other documents, agreements, instruments or certificates as are deemed necessary or desirable by counsel for the Authority or bond counsel, including an Internal Revenue Service Form 8038, a Use of Proceeds Certificate and Agreement, certified copies of all proceedings and records of the Authority relating to the Bonds, and such other affidavits and certificates as may be required by the Trustee, the Underwriter and bond counsel to show the facts relating to the legality and marketability of the Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the Authority as to the truth of all statements contained therein, and such other documents as may be necessary to effectuate the closing of the Bonds and which are approved by bond counsel and by counsel for the Authority. The use and distribution of the Offering Circular by the Underwriter is hereby approved.

Section 5 Bonds as Special Limited Obligations. The Bonds shall be special, limited obligations of the Authority. The Bonds shall not be the debt or obligation of the Authority, the City of Green Bay, the County of Brown, the State of Wisconsin or any political subdivision thereof, do not constitute or give rise to charges against the general credit or taxing powers, if any, of any of them, are not payable in any manner from revenues raised by taxation, do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction of the Authority, the City of Green Bay, the County of Brown, the State of Wisconsin or any political subdivision or public body thereof.

Section 6 Source of Payment; Pledge of Revenues. The Bonds shall be limited obligations of the Authority payable by it solely from revenues and income derived by or for the account of the Authority from or for the account of the Borrower pursuant to the terms of the letter of credit issued by Wells Fargo Bank, National Association (the "Credit Facility Provider") and the Indenture, including without limitation: (i) payments by the Borrower pursuant to the payments under the letter of credit by the Credit Facility Provider, and (ii) all cash and securities held from time to time in the Trust Funds created under the Indenture and the investment earnings thereon.

As security for the payment of the principal of, premium, if any, and interest on the Bonds, the Authority shall pledge and assign to the Trustee all of its right, title and interest in and to the trust estate described in the Indenture.

Section 7 Redemption of Bonds Prior to Maturity. In addition to scheduled principal payments, the Bonds shall be subject to mandatory and optional redemptions prior to maturity as provided in the Indenture.

Section 8 Trust Funds. The Trust Funds and accounts created under the Indenture to be held in the custody of the Trustee and applied for the uses and purposes provided in the Indenture are hereby authorized and approved.

Section 9 Investment of Trust Funds. Any moneys held as a part of the Trust Funds held by the Trustee under the Indenture may be invested and reinvested by the Trustee in accordance with the Indenture.

Section 10 Sale of the Bonds. The Bonds shall be sold to the Underwriter at the principal amount of the Bonds less the underwriter's discount set forth in the Bond Purchase Agreement.

Section 11 Execution and Delivery of Documents. The execution and delivery of any Bond Document or any other document by the Chairperson or the Executive Director of the Authority shall be conclusive evidence of the approval of the Authority of such document in accordance with the terms thereof. The approval hereby given to the various documents referred to in this Resolution includes the approval of such additional details therein as may be necessary and appropriate for their completion and such modifications thereto, deletions therefrom and additions thereto as may be approved by the counsel for the Authority and bond counsel.

Section 12 Effective Date; Conformity. This Resolution shall be effective immediately upon its passage and approval. To the extent that any prior resolutions of the Authority are inconsistent with the provisions hereof, this Resolution shall control and such prior resolutions shall be deemed amended to such extent as may be necessary to bring them in conformity with this Resolution.

Section 13 Approval of Common Council. The issuance of the Bonds and the authorizations set forth in this Resolution are subject to the condition that the Common Council shall have approved the issuance of the Bonds in accordance with the requirements of Section 147(f) of the Code.

Section 14 Fees. All out-of-pocket costs of the Authority, including attorneys' fees and the customary fee of the Authority, in connection with the issuance and sale of the Bonds shall be paid from the proceeds of the Bonds or by the Borrower.

Section 15 Notice of Bond Sale. Notice of sale of the Bonds, in the form attached hereto as Exhibit A, shall be published in the official newspaper of the Issuer as a class 1 notice under Chapter 985 of the Wisconsin Statutes.

Dated: June 4, 2019

**REDEVELOPMENT AUTHORITY OF THE
CITY OF GREEN BAY, WISCONSIN**

By: _____
Gary Delveaux, Chairperson

By: _____
Kevin J. Vonck, Executive Director

CERTIFICATION BY EXECUTIVE DIRECTOR

I, Kevin J. Vonck, being first duly sworn, hereby certify that I am the duly qualified and acting Executive Director of the Redevelopment Authority of the City of Green Bay, Wisconsin (the "Authority"), and as such I have in my possession, or have access to, the complete corporate records of the Authority; that I have carefully compared the transcript attached hereto with the aforesaid records; and that said transcript attached hereto is a true, correct and complete copy of all the records in relation to the adoption of Resolution No. _____ entitled:

FINAL RESOLUTION REGARDING
REDEVELOPMENT EXEMPT FACILITY REVENUE BOND FINANCING
FOR GREEN BAY PACKAGING INC. PROJECT

I hereby further certify as follows:

1. Said Resolution was considered for adoption by the Authority at a meeting held at the City Hall, 100 North Jefferson Street, Green Bay, Wisconsin, at _____ p.m. on June 4, 2019. Said meeting was a regular meeting of the Authority and was held in open session.

2. Said Resolution was on the agenda for said meeting and public notice thereof was given not less than twenty-four (24) hours prior to the commencement of said meeting in compliance with Section 19.84 of the Wisconsin Statutes, including, without limitation, by posting on the bulletin board in the City Hall, by notice to those news media who have filed a written request for notice of meetings, and by notice to the official newspaper of the City of Green Bay.

3. Said meeting was called to order by _____, who chaired the meeting. Upon roll, I noted and recorded that the following commissioners were present:

_____	_____
_____	_____
_____	_____

and that the following commissioners were absent:

_____	_____
_____	_____

I noted and recorded that a quorum was present. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was said Resolution, which was introduced, and its adoption was moved by _____ and seconded by _____. Following discussion and after all commissioners who desired to do so had expressed their views for or against said Resolution,

the question was called, and upon roll being called and the continued presence of a quorum being noted, the recorded vote was as follows:

AYE:

_____	_____
_____	_____
_____	_____

NAY:

_____	_____
_____	_____

ABSTAIN:

_____	_____
_____	_____

WHEREUPON, the meeting chair declared said Resolution adopted, and I so recorded it.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Authority hereto on this 4th day of June, 2019.

**REDEVELOPMENT AUTHORITY OF THE
CITY OF GREEN BAY, WISCONSIN**

By: _____
Kevin J. Vonck, Executive Director

EXHIBIT A

NOTICE TO THE ELECTORS

On June 4, 2019, a resolution was offered, read, approved and adopted whereby the Redevelopment Authority of the City of Green Bay, Wisconsin authorized the issuance and sale of its Exempt Facility Variable Rate Demand Redevelopment Revenue Bonds, Series 2019 (Green Bay Packaging Inc. Project) in an amount not to exceed \$160,000,000 (the "Bonds"). It is anticipated that the closing of this bond sale will be held on or about _____, 2019. A copy of all proceedings had to date with respect to the authorization and sale of said Bonds is on file and may be examined in the office of the Executive Director, 100 North Jefferson Street, Green Bay, Wisconsin.

This notice is given pursuant to Section 893.77, Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this notice.

Kevin J. Vonck
Executive Director
Redevelopment Authority
of the City of Green Bay, Wisconsin

Document comparison by Workshare 9.5 on Tuesday, May 28, 2019 3:03:02 PM

Input:	
Document 1 ID	netdocuments://4848-8724-3670/1
Description	Final Bond Resolution (RDA) - Green Bay Packaging
Document 2 ID	netdocuments://4848-8724-3670/2
Description	Final Bond Resolution (RDA) - Green Bay Packaging
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	7
Deletions	7
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	14

REDEVELOPMENT AUTHORITY OF THE
CITY OF GREEN BAY, WISCONSIN

RESOLUTION NO. ____

**FINAL RESOLUTION REGARDING
EXEMPT FACILITY VARIABLE RATE DEMAND
REDEVELOPMENT REVENUE BOND FINANCING FOR
GREEN BAY PACKAGING INC. PROJECT**

WHEREAS, the Redevelopment Authority of the City of Green Bay, Wisconsin (the “Authority”), is a public body corporate and politic duly organized and existing under and pursuant to Section 66.1333 of the Wisconsin Statutes, as amended (the “Act”); and

WHEREAS, the Authority is authorized and empowered pursuant to Section 66.1333(5) of the Wisconsin Statutes, as amended, within the City of Green Bay, Wisconsin (the “City”) to:

- (a) acquire or assist private acquisition, improvement and development of blighted property for the purpose of eliminating its status as blighted property;
- (b) issue bonds or other indebtedness for such purposes; and

WHEREAS, pursuant to a resolution duly adopted on February 15, 2019 entitled “INITIAL RESOLUTION REGARDING REDEVELOPMENT EXEMPT FACILITY REVENUE BOND FINANCING FOR GREEN BAY PACKAGING INC. PROJECT,” the Authority expressed its intention to issue revenue bonds of the Authority in an amount not to exceed \$150,000,000 to finance a project to be owned by Green Bay Packaging Inc., a Wisconsin corporation (the “Borrower”) consisting of financing the (i) construction of an approximately 451,980 square foot facility located at 1601 North Quincy Street (the “Facility”) to be operated by the Borrower to convert recycled materials and mixed paper waste to produce liner-board and corrugating medium, (ii) acquisition and installation of related equipment at the Facility and (iii) payment of certain professional costs and costs of issuance (collectively, the “Project”), all of which would contribute to the well-being of the City; and

WHEREAS, the Project is located in a redevelopment area and is in furtherance of the Authority’s Redevelopment Plan by providing municipal benefits including by way of illustration, but not limitation, the alleviation of the conditions of urban blight found by the Authority and the City to be present in the Project area; the promotion of a decent living environment and adequate places for employment of the people of the City in the Project area; retention of and more steady employment of its citizens resulting in the alleviation of unemployment within the City; maintenance or increase in the tax base of the City resulting in greater support for education and municipal services; stimulation for expansion of existing and

new business; stimulation of private investment funds from financial institutions; and betterment of the City's economy; and

WHEREAS, the Borrower has identified additional eligible Project costs of approximately \$10,000,000; and

WHEREAS, the Borrower has requested the Authority to issue its Exempt Facility Variable Rate Demand Redevelopment Revenue Bonds, Series 2019 (Green Bay Packaging Inc. Project) in an amount not to exceed \$160,000,000 (the "Bonds"), for the purpose of financing the Project; and

WHEREAS, the Act authorizes the Authority to issue revenue bonds in its discretion to finance its activities under the Act; and

WHEREAS, the Borrower has heretofore presented the Authority with proposed documentation for the Bonds (collectively, the "Bond Documents"), as follows:

(a) a Bond Purchase Agreement (the "Bond Purchase Agreement") to be entered into among the Authority, the Borrower and Wells Fargo Bank, National Association, as underwriter (the "Underwriter");

(b) a Loan Agreement (the "Agreement") to be entered into between the Authority and the Borrower;

(c) an Indenture of Trust (the "Indenture") to be entered into between the Authority and Wells Fargo Bank, National Association, as trustee (the "Trustee");

(d) a Limited Offering Memorandum to be used by the Underwriter in connection with the offering and sale of the Bonds (the "Offering Circular"); and

(e) a Promissory Note relating to the Bonds to be executed by the Borrower, providing for the payment by the Borrower on terms scheduled to provide the Authority with revenue sufficient to retire the Bonds in accordance with their terms; and

WHEREAS, it is hereby found and determined to be in the best interests of the City and in furtherance of the Authority's redevelopment objectives for the Authority to proceed with the issuance and sale of the Bonds for the purpose of financing the Project.

NOW, THEREFORE, BE IT RESOLVED:

Section 1 Additional Findings and Determinations. It has been found and determined and is hereby declared as follows:

(a) the Project is a "Redevelopment Project" within the meaning of the Act;

(b) the purpose of the Authority's financing the costs of the Project is and the effect thereof will be to promote the public purposes set forth in the Act;

(c) it is desirable that revenue bonds in the aggregate principal amount not exceeding \$160,000,000 (the “Bond Amount”) be issued by the Authority, maturing at such date and in such amount and at interest rates and upon the terms set forth in the Indenture under the provisions of which the Authority’s interests in the Indenture (except for certain rights described in the Indenture) will be assigned to the Trustee as security for the payment of principal of, premium, if any, and interest on all Bonds outstanding under the Indenture;

(d) based upon representations from the Borrower, the estimated aggregate cost of financing the Project and paying the costs incident to the financing is not less than the Bond Amount;

(e) the loan repayments required to be made by the Borrower under the Loan Agreement will be sufficient to produce income and revenue to provide for prompt payment of principal of and interest on and premium, if any, on all Bonds issued under the Indenture when due; the amount necessary in each year to pay principal and interest on the Bonds due in such year, whether on a stated payment date, a redemption date, or otherwise; and the Loan Agreement provides that the Borrower shall provide for the maintenance of the Project in good repair and keeping it properly insured; and

(f) a Notice of Public Hearing was published in the Green Bay Press Gazette, and a hearing was held before the Authority on June 4, 2019 in order to comply with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

Section 2 Designation, Denomination, Tenor, Maturity and Scheduled Mandatory Redemptions of Bonds Created for Issuance. The Bonds shall be issued in the aggregate principal amount not to exceed \$160,000,000 and shall be designated as follows:

REDEVELOPMENT AUTHORITY
OF THE CITY OF GREEN BAY, WISCONSIN
EXEMPT FACILITY VARIABLE RATE DEMAND REDEVELOPMENT
REVENUE BONDS, SERIES 2019
(GREEN BAY PACKAGING INC. PROJECT)

The Bonds shall be issued in the form and upon the terms set forth in the Indenture, which terms, including without limitation interest rates, redemption provisions and maturity, are for this purpose incorporated in this Resolution and made a part hereof, with such insertions therein as shall be necessary to comply with the terms of this Resolution and with such corrections therein, if any, as bond counsel may require for conformity with the terms of this Resolution, the Indenture and the Act.

Section 3 Execution and Authentication of Bonds. The Bonds shall be executed on behalf of the Authority with the facsimile or manual signature of its Chairperson, countersigned with the facsimile or manual signature of its Executive Director, and shall have impressed, imprinted or otherwise reproduced thereon an official seal, if any, of the Authority or a facsimile thereof. No Bond shall be issued unless first authenticated by the Trustee to be evidenced by the manual signature of an authorized signatory of the Trustee on each Bond.

Section 4 Approvals and Authorizations. The Bond Documents are hereby

approved. The Chairperson and the Executive Director of the Authority are hereby authorized and directed in the name and on behalf of the Authority to execute such documents to which the Authority is a party, and either one of them or both of them are authorized and directed to execute such other documents, agreements, instruments or certificates as are deemed necessary or desirable by counsel for the Authority or bond counsel, including an Internal Revenue Service Form 8038, a Use of Proceeds Certificate and Agreement, certified copies of all proceedings and records of the Authority relating to the Bonds, and such other affidavits and certificates as may be required by the Trustee, the Underwriter and bond counsel to show the facts relating to the legality and marketability of the Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the Authority as to the truth of all statements contained therein, and such other documents as may be necessary to effectuate the closing of the Bonds and which are approved by bond counsel and by counsel for the Authority. The use and distribution of the Offering Circular by the Underwriter is hereby approved.

Section 5 Bonds as Special Limited Obligations. The Bonds shall be special, limited obligations of the Authority. The Bonds shall not be the debt or obligation of the Authority, the City of Green Bay, the County of Brown, the State of Wisconsin or any political subdivision thereof, do not constitute or give rise to charges against the general credit or taxing powers, if any, of any of them, are not payable in any manner from revenues raised by taxation, do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction of the Authority, the City of Green Bay, the County of Brown, the State of Wisconsin or any political subdivision or public body thereof.

Section 6 Source of Payment; Pledge of Revenues. The Bonds shall be limited obligations of the Authority payable by it solely from revenues and income derived by or for the account of the Authority from or for the account of the Borrower pursuant to the terms of the letter of credit issued by Wells Fargo Bank, National Association (the "Credit Facility Provider") and the Indenture, including without limitation: (i) payments by the Borrower pursuant to the payments under the letter of credit by the Credit Facility Provider, and (ii) all cash and securities held from time to time in the Trust Funds created under the Indenture and the investment earnings thereon.

As security for the payment of the principal of, premium, if any, and interest on the Bonds, the Authority shall pledge and assign to the Trustee all of its right, title and interest in and to the trust estate described in the Indenture.

Section 7 Redemption of Bonds Prior to Maturity. In addition to scheduled principal payments, the Bonds shall be subject to mandatory and optional redemptions prior to maturity as provided in the Indenture.

Section 8 Trust Funds. The Trust Funds and accounts created under the Indenture to be held in the custody of the Trustee and applied for the uses and purposes provided in the Indenture are hereby authorized and approved.

Section 9 Investment of Trust Funds. Any moneys held as a part of the Trust Funds held by the Trustee under the Indenture may be invested and reinvested by the Trustee in accordance with the Indenture.

Section 10 Sale of the Bonds. The Bonds shall be sold to the Underwriter at the principal amount of the Bonds less the underwriter's discount set forth in the Bond Purchase Agreement.

Section 11 Execution and Delivery of Documents. The execution and delivery of any Bond Document or any other document by the Chairperson or the Executive Director of the Authority shall be conclusive evidence of the approval of the Authority of such document in accordance with the terms thereof. The approval hereby given to the various documents referred to in this Resolution includes the approval of such additional details therein as may be necessary and appropriate for their completion and such modifications thereto, deletions therefrom and additions thereto as may be approved by the counsel for the Authority and bond counsel.

Section 12 Effective Date; Conformity. This Resolution shall be effective immediately upon its passage and approval. To the extent that any prior resolutions of the Authority are inconsistent with the provisions hereof, this Resolution shall control and such prior resolutions shall be deemed amended to such extent as may be necessary to bring them in conformity with this Resolution.

Section 13 Approval of Common Council. The issuance of the Bonds and the authorizations set forth in this Resolution are subject to the condition that the Common Council shall have approved the issuance of the Bonds in accordance with the requirements of Section 147(f) of the Code.

Section 14 Fees. All out-of-pocket costs of the Authority, including attorneys' fees and the customary fee of the Authority, in connection with the issuance and sale of the Bonds shall be paid from the proceeds of the Bonds or by the Borrower.

Section 15 Notice of Bond Sale. Notice of sale of the Bonds, in the form attached hereto as Exhibit A, shall be published in the official newspaper of the Issuer as a class 1 notice under Chapter 985 of the Wisconsin Statutes.

Dated: June 4, 2019

**REDEVELOPMENT AUTHORITY OF THE
CITY OF GREEN BAY, WISCONSIN**

By: _____
Gary Delveaux, Chairperson

By: _____
Kevin J. Vonck, Executive Director

CERTIFICATION BY EXECUTIVE DIRECTOR

I, Kevin J. Vonck, being first duly sworn, hereby certify that I am the duly qualified and acting Executive Director of the Redevelopment Authority of the City of Green Bay, Wisconsin (the "Authority"), and as such I have in my possession, or have access to, the complete corporate records of the Authority; that I have carefully compared the transcript attached hereto with the aforesaid records; and that said transcript attached hereto is a true, correct and complete copy of all the records in relation to the adoption of Resolution No. _____ entitled:

FINAL RESOLUTION REGARDING
REDEVELOPMENT EXEMPT FACILITY REVENUE BOND FINANCING
FOR GREEN BAY PACKAGING INC. PROJECT

I hereby further certify as follows:

1. Said Resolution was considered for adoption by the Authority at a meeting held at the City Hall, 100 North Jefferson Street, Green Bay, Wisconsin, at _____ p.m. on June 4, 2019. Said meeting was a regular meeting of the Authority and was held in open session.

2. Said Resolution was on the agenda for said meeting and public notice thereof was given not less than twenty-four (24) hours prior to the commencement of said meeting in compliance with Section 19.84 of the Wisconsin Statutes, including, without limitation, by posting on the bulletin board in the City Hall, by notice to those news media who have filed a written request for notice of meetings, and by notice to the official newspaper of the City of Green Bay.

3. Said meeting was called to order by _____, who chaired the meeting. Upon roll, I noted and recorded that the following commissioners were present:

_____	_____
_____	_____
_____	_____

and that the following commissioners were absent:

_____	_____
_____	_____

I noted and recorded that a quorum was present. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was said Resolution, which was introduced, and its adoption was moved by _____ and seconded by _____. Following discussion and after all commissioners who desired to do so had expressed their views for or against said

Resolution, the question was called, and upon roll being called and the continued presence of a quorum being noted, the recorded vote was as follows:

AYE:

_____	_____
_____	_____
_____	_____

NAY:

_____	_____
_____	_____

ABSTAIN:

_____	_____
_____	_____

WHEREUPON, the meeting chair declared said Resolution adopted, and I so recorded it.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Authority hereto on this 4th day of June, 2019.

**REDEVELOPMENT AUTHORITY OF THE
CITY OF GREEN BAY, WISCONSIN**

By: _____
Kevin J. Vonck, Executive Director

EXHIBIT A

NOTICE TO THE ELECTORS

On June 4, 2019, a resolution was offered, read, approved and adopted whereby the Redevelopment Authority of the City of Green Bay, Wisconsin authorized the issuance and sale of its Exempt Facility Variable Rate Demand Redevelopment Revenue Bonds, Series 2019 (Green Bay Packaging Inc. Project) in an amount not to exceed \$160,000,000 (the “Bonds”). It is anticipated that the closing of this bond sale will be held on or about _____, 2019. A copy of all proceedings had to date with respect to the authorization and sale of said Bonds is on file and may be examined in the office of the Executive Director, 100 North Jefferson Street, Green Bay, Wisconsin.

This notice is given pursuant to Section 893.77, Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this notice.

Kevin J. Vonck
Executive Director
Redevelopment Authority
of the City of Green Bay, Wisconsin

LIMITED OFFERING MEMORANDUM

NEW ISSUE
BOOK ENTRY ONLY

RATINGS: S&P: _____
(See "Ratings" herein)

In the opinion of Ballard Spahr LLP, Special Tax Counsel, interest on the Bonds is excludable from gross income for federal income tax purposes, assuming continuing compliance with the requirements of the federal tax laws, except for interest on any Bond for any period during which such Bond is owned by a person who is a "substantial user" of the facilities financed by the Bonds or a "related person". Interest on the Bonds is subject to the alternative minimum tax imposed on individuals. See "TAX MATTERS" herein. In the opinion of Husch Blackwell LLP, Bond Counsel, the Bonds and the interest thereon and income therefrom, are exempt from inclusion in gross income for Wisconsin income taxation purposes. See "TAX MATTERS" herein.

THE BONDS DESCRIBED HEREIN ARE BEING OFFERED ONLY TO INVESTORS THAT ARE DEEMED TO BE (I) A QUALIFIED INSTITUTIONAL BUYER AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT") OR AN ACCREDITED INVESTOR AS DEFINED IN RULE 501(A) OF THE 1933 ACT OR (II) A SOPHISTICATED MUNICIPAL MARKET PROFESSIONAL AS DEFINED IN THE MUNICIPAL SECURITIES RULEMAKING BOARD'S RULE D-15.

\$160,000,000

**REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, WISCONSIN
Exempt Facility Variable Rate Demand Redevelopment Revenue Bonds, Series 2019
(Green Bay Packaging Inc. Project)**

Dated: Date of Delivery

Price: 100%

Due: July 1, 2047

The Bonds are being issued by the Redevelopment Authority of the City of Green Bay, Wisconsin (the "Issuer") pursuant to an Indenture of Trust, dated as of July 1, 2019 (the "Indenture"), between the Issuer and Wells Fargo Bank, National Association, as trustee (in such capacity, the "Trustee"). The Issuer will loan the proceeds of the Bonds to Green Bay Packaging Inc. (the "Borrower"), pursuant to a Loan Agreement (the "Loan Agreement") dated as of July 1, 2019, between the Issuer and the Borrower. Pursuant to the Loan Agreement and the promissory note of the Borrower, dated the date of its delivery, issued on behalf of the Issuer in connection therewith, the Borrower is obligated to make payments to the Issuer in amounts sufficient to pay the principal of and premium, if any, and interest on the Bonds, and certain other fees and expenses and to make payments sufficient to pay the purchase price of Bonds tendered or deemed tendered for purchase to the extent that other moneys are not available therefor, as described in the Loan Agreement.

From the date of original issuance of the Bonds through July 2, 2022, unless extended or earlier terminated prior thereto, principal of, and interest payments on, and the purchase price upon tender of the Bonds will be payable from funds drawn under an irrevocable direct-pay letter of credit (the "Letter of Credit") issued in favor of the Trustee by

WELLS FARGO BANK, NATIONAL ASSOCIATION

(the "Bank" or in such capacity, the "Credit Provider"). THE INITIAL LETTER OF CREDIT MAY EXPIRE BEFORE THE MATURITY DATE OF THE BONDS. The initial Letter of Credit is the direct obligation of the Bank to pay to the Trustee, in conformity with the terms thereof, sums up to the principal amount of the Bonds and up to 35 days' accrued interest on the Bonds (calculated at an assumed maximum rate of interest of 12% per annum).

The Bonds, as initially issued, will bear interest at a variable rate of interest set through July 10, 2019, and thereafter adjusted weekly (the "Weekly Rate") (see "**THE BONDS – Interest on the Bonds-Initial Rate and Weekly Rate**") and continue to bear interest at the Weekly Rate to, but not including, the date upon which the interest rate borne by the Bonds is converted, if ever, to the Flexible Term Rate, the Medium-Term Rate, the Index Interest Rate or the Fixed Rate (each as herein defined) in accordance with the terms of the Indenture, as described herein. Pursuant to the Indenture, during the Weekly Rate Period any Bond will be purchased on the demand of the registered owner thereof on any Business Day (as defined in the Indenture) prior to the date (the "Conversion Date") on which the Bonds commence to bear interest at the Flexible Term Rate, the Medium-Term Rate, the Index Interest Rate or the Fixed Rate upon delivery of twenty-five days' prior written notice to the Remarketing Agent and the Trustee.

During the Weekly Rate Period, interest is payable on the first Business Day of each month, commencing August 1, 2019, and on the Conversion Date. While the Bonds bear interest at the Weekly Rate, interest on the Bonds will be computed on the basis of a 365- or 366-day year for the actual number of days elapsed. The Bonds are subject to mandatory purchase on any Conversion Date. (See "**THE BONDS –Conversion of Interest Rate Determination Method**" and "**THE BONDS–Mandatory Purchase Upon Conversion**".)

The Bonds are subject to redemption prior to maturity as described herein.

The Bonds are issuable as fully registered Bonds in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC") to which principal, premium, if any, and interest payments on the Bonds will be made. Individual purchases of the Bonds will be made in book entry form only, and for Bonds in the Weekly Rate Period in the principal amount of at least \$100,000 and any integral multiple of \$5,000 in excess thereof except as otherwise provided in the Indenture. So long as Cede & Co. is the registered owner of the Bonds as nominee of DTC, reference herein to the Holders or registered owners of the Bond shall mean Cede & Co. and shall not mean the beneficial owners of the Bonds. So long as Cede & Co. is the registered owner of the Bonds, the principal of and interest and premium, if any, on the Bonds are payable to Cede & Co. as nominee of DTC, which will in turn remit such principal, interest and premium, if any, to the Participants and Indirect Participants for subsequent disbursement to the beneficial owners. See "**THE BONDS – Book-Entry System.**"

THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, BY VIRTUE OF THE EXEMPTION FROM REGISTRATION PROVIDED IN SECTION 3(a)(2) THEREOF.

This Limited Offering Memorandum generally describes the Bonds only while bearing interest at the Weekly Interest Rate. Prospective purchasers of the Bonds bearing interest at a rate other than the Weekly Interest Rate should not rely on this Limited Offering Memorandum.

The Bonds are offered, when, as and if issued by the Issuer, subject to delivery of opinions with respect to certain matters by Husch Blackwell LLP, Milwaukee, Wisconsin, Bond Counsel, and Ballard Spahr LLP, Washington, D.C., Special Tax Counsel, as described herein. Opinions with respect to certain matters also will be delivered by McGuireWoods LLP, Charlotte, North Carolina, counsel to Wells Fargo Bank, National Association, in its capacity as the Underwriter; by the Office of the City Attorney of Green Bay, counsel to the Issuer; and by von Briesen & Roper, S.C., Milwaukee, Wisconsin, counsel to the Borrower. It is expected that the Bonds will be available for delivery through the facilities of DTC, on or about July 2, 2019.

WELLS FARGO SECURITIES

June __, 2019

SUMMARY AND CONTACT INFORMATION

CUSIP:	
Bonds Dated:	July 2, 2019
Settlement Date:	July 2, 2019
Final Maturity:	July 1, 2047
Federal Tax Status:	Non-AMT (See "TAX MATTERS")
State Tax Exempt:	Yes (See "TAX MATTERS")
Letter of Credit Provider:	Wells Fargo Bank, National Association
Letter of Credit Initial Expiration:	July 2, 2022
Mandatory Sinking Fund:	No
Interest Rate Determination Methods:	Weekly Rate, Flexible Term Rate, Medium-Term Rate, Index Interest Rate and Fixed Rate
Initial Interest Rate Method:	Weekly Rate
Maximum Interest Rate:	12%
Interest Rate Computation Date:	Wednesday
Interest Rate Effective Date:	Thursday
Interest Rate Accrual Period:	Monthly, from first Business Day to first Business Day
Interest Payment Date:	Monthly, first Business Day
First Interest Payment Date:	August 1, 2019
Option Tender:	During Weekly Rate Period, upon seven days' notice to Remarketing Agent
Remarketing Agent:	Wells Fargo Bank, National Association
	Julie Chavez/Municipal Trading
	Telephone: (704) 410-0469
	John Wooten/Municipal Securities
	Telephone: (704) 410-0804

THIS LIMITED OFFERING MEMORANDUM IS INTENDED FOR USE ONLY IN A LIMITED OFFERING TO QUALIFIED INVESTORS AND MAY NOT BE USED FOR ANY OTHER PURPOSE. IT DOES NOT PURPORT TO PROVIDE A COMPLETE DESCRIPTION OF ALL RISKS AND FACTORS TO BE CONSIDERED BY AN INVESTOR IN MAKING A DECISION TO PURCHASE THE BONDS.

THIS LIMITED OFFERING MEMORANDUM IS BEING FURNISHED TO THIRTY-FIVE OR LESS INVESTORS THAT ARE DEEMED TO BE (I) A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT") OR ACCREDITED INVESTORS WITHIN THE MEANING OF RULE 501(A) UNDER THE SECURITIES ACT OR (II) A SOPHISTICATED MUNICIPAL MARKET PROFESSIONAL AS DEFINED IN THE MUNICIPAL SECURITIES RULEMAKING BOARD'S RULE D-15, SOLELY FOR THE PURPOSE OF EACH INVESTOR'S CONSIDERATION OF THE PURCHASE OF BONDS, AND IS NOT TO BE USED FOR ANY OTHER PURPOSE OR MADE AVAILABLE TO ANYONE NOT DIRECTLY CONCERNED WITH THE DECISION REGARDING SUCH PURCHASE.

THE BONDS ARE SPECIAL LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE REVENUES AND RECEIPTS DERIVED FROM THE LOAN AGREEMENT, INCLUDING PAYMENTS RECEIVED UNDER THE NOTE, WHICH REVENUES AND RECEIPTS HAVE BEEN PLEDGED AND ASSIGNED TO THE TRUSTEE TO SECURE PAYMENT THEREOF, FROM AMOUNTS RECEIVED PURSUANT TO THE LETTER OF CREDIT AND FROM OTHER REVENUES AND RECEIPTS DESCRIBED IN THE INDENTURE. THE BONDS AND THE INTEREST, PURCHASE PRICE AND PREMIUM, IF ANY, THEREON SHALL NOT CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE ISSUER, THE CITY OF GREEN BAY, THE COUNTY OF BROWN OR OF THE STATE OF WISCONSIN OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY PROVISION OF THE CONSTITUTION OR LAWS OF THE STATE OF WISCONSIN AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER, THE CITY OF GREEN BAY, THE COUNTY OF BROWN, THE STATE OF WISCONSIN OR ANY POLITICAL SUBDIVISION THEREOF OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER, IF ANY, OF THE ISSUER, THE CITY OF GREEN BAY, THE COUNTY OF BROWN, THE STATE OF WISCONSIN OR ANY POLITICAL SUBDIVISION THEREOF. THE ISSUER HAS NO TAXING POWER

No dealer, broker, salesman or other person has been authorized to give any information or to make any representation other than those contained in this Limited Offering Memorandum in connection with the offering described herein, and, if given or made, such other information or representation must not be relied upon as having been authorized. This Limited Offering Memorandum does not constitute an offer to sell or the solicitation of an offer to buy any securities other than the Bonds offered hereby, nor shall there be any offer or solicitation of such offer or sale of the Bonds in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. Neither the delivery of this Limited Offering Memorandum nor the sale of any of the Bonds implies that the information herein is correct as of any date subsequent to the date hereof.

The information contained herein has been obtained from the Issuer, the Borrower, the Credit Provider and other sources believed to be reliable. The Underwriter has provided the following sentence for inclusion in this Limited Offering Memorandum. The Underwriter has reviewed the information in this Limited Offering Memorandum in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

THE BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE 1933 ACT, IN RELIANCE UPON THE EXEMPTION CONTAINED IN SECTION 3(a)(2) OF THE 1933 ACT. THE INDENTURE HAS NOT BEEN QUALIFIED UNDER THE TRUST INDENTURE ACTION OF 1939, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT.

The information contained herein is subject to change after the date of this Limited Offering Memorandum, and this Limited Offering Memorandum speaks only as of its date.

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER, THE BORROWER AND THE PROJECT AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR COMPLETENESS OF THIS LIMITED OFFERING MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

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\$160,000,000
REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, WISCONSIN
Exempt Facility Variable Rate Demand Redevelopment Revenue Bonds, Series 2019
(Green Bay Packaging Inc. Project)

INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page and the attached appendices, is to set forth certain information in connection with the issuance and sale by the Redevelopment Authority of the City of Green Bay, Wisconsin (the "Issuer"), a redevelopment authority created by the City of Green Bay, Wisconsin pursuant to the laws of the State of Wisconsin, of its Exempt Facility Variable Rate Demand Redevelopment Revenue Bonds, Series 2019 (Green Bay Packaging Inc. Project), in an aggregate principal amount of \$160,000,000 (the "Bonds"). *The following introductory statement is subject in all respects to the more complete information set forth in this Limited Offering Memorandum. The descriptions and summaries of various documents hereinafter set forth do not purport to be comprehensive or definitive and are qualified in their entirety by reference to each document.*

The Bonds are being issued pursuant to Section 66.1333 of the Wisconsin Statutes, as amended (the "Act"), and will be issued under, and equally and ratably secured by an Indenture of Trust dated as of July 1, 2019 (the "Indenture"), between the Issuer and Wells Fargo Bank, National Association, as trustee (in such capacity, the "Trustee"). The Bonds are being issued for the benefit of Green Bay Packaging Inc., a for-profit Wisconsin corporation (the "Borrower"), to finance the (i) construction of an approximately 451,980 square foot facility located in the City of Green Bay, Wisconsin (the "Facility") to be operated by the Borrower to convert recycled materials and mixed paper waste to produce liner-board and corrugating medium, (ii) acquisition and installation of related equipment at the Facility and (iii) payment of certain professional costs and costs of issuance (collectively, the "Project"). See **"THE BORROWER"** and **"PLAN OF FINANCE"**.

The Bonds and the interest thereon are special limited obligations of the Issuer payable solely from the revenues and funds pledged under the Indenture, including payments on a promissory note of the Borrower, and from moneys drawn under the irrevocable direct-pay Letter of Credit dated July 2, 2019 (the "Letter of Credit," which with any Alternate Credit Facility (as defined herein) from time to time in effect is sometimes referred to as the "Credit Facility") in the respective amounts hereinafter set forth issued by Wells Fargo Bank, National Association (in such capacity, the "Bank" or the "Credit Provider"). The Bonds are not general obligations of the Issuer and will not constitute or create a debt or a pledge of the general credit of the Issuer, the City of Green Bay (the "City"), the County of Brown (the "County") or the State of Wisconsin (the "State") or any political subdivision thereof and are not secured by the full faith and credit or taxing power of the State or any political subdivision thereof, including the City and the County.

Concurrently with the issuance of the Bonds, the Borrower will cause to be delivered to the Trustee the Letter of Credit, which may be terminated or may be replaced by another letter of credit or credit facility (an "Alternate Credit Facility") as described herein under **"THE LETTER OF CREDIT AND THE REIMBURSEMENT AGREEMENT."** The initial Letter of Credit issued by the Bank will be issued in an amount approximately equal to the principal amount of the Bonds plus 35 days' interest thereon at an assumed maximum interest rate of 12% per annum. The Letter of Credit will be issued pursuant to a Reimbursement Agreement dated as of July 1, 2019 (the "Reimbursement Agreement"), between the Borrower and the Bank providing for, among other things, repayment by the Borrower to the Bank of amounts drawn under the Letter of Credit pursuant to the Reimbursement Agreement and containing certain covenants of the Borrower. **PROSPECTIVE PURCHASERS OF THE BONDS SHOULD LOOK SOLELY TO THE LETTER OF CREDIT TO PROVIDE FOR PAYMENT ON THE**

BONDS. While Bonds bear interest at a Weekly Rate, expiration of the Letter of Credit or any Alternate Credit Facility without provision by the Borrower of a replacement Alternate Credit Facility will result in a mandatory purchase of the Bonds pursuant to the terms of the Indenture. Prior to its expiration, the Letter of Credit may be extended as provided therein or replaced with an Alternate Credit Facility in accordance with the provisions of the Indenture. The Bonds will be subject to mandatory tender for purchase on the effective date of an Alternate Credit Facility (a "Credit Modification Date"). See **"THE LETTER OF CREDIT AND THE REIMBURSEMENT AGREEMENT."**

ONLY LIMITED INFORMATION IS PROVIDED WITH RESPECT TO THE BORROWER. NO REPRESENTATION IS MADE CONCERNING THE FINANCIAL STATUS OR PROSPECTS OF THE BORROWER. PROSPECTIVE PURCHASERS OF THE BONDS ARE ADVISED TO RELY SOLELY UPON THE LETTER OF CREDIT FOR PAYMENT OF PRINCIPAL AND PURCHASE PRICE OF AND INTEREST ON THE BONDS. LIMITED INFORMATION REGARDING THE BANK APPEARS IN APPENDIX A. AN EVENT OF DEFAULT UNDER THE REIMBURSEMENT AGREEMENT, INCLUDING AMONG OTHER THINGS, THE BORROWER'S FAILURE TO PAY ITS REIMBURSEMENT OBLIGATIONS OR COMPLY WITH ITS COVENANTS THEREUNDER, WILL PERMIT THE BANK TO CAUSE AN EVENT OF DEFAULT UNDER THE INDENTURE, WHICH WOULD REQUIRE THE TRUSTEE TO DECLARE THE BONDS TO BE IMMEDIATELY DUE AND PAYABLE.

Pursuant to a Loan Agreement dated as of July 1, 2019 (the "Loan Agreement"), between the Borrower and the Issuer, the Issuer will loan the proceeds of the Bonds to the Borrower and the Borrower will execute and deliver its promissory note in a principal amount corresponding to the Bonds (the "Note"). Under the Note, the Borrower is obligated to pay amounts sufficient for the payment of principal of, redemption premium, if any, and interest on the Bonds, whether on scheduled payment dates, at maturity, upon redemption or acceleration or otherwise, and any other amounts required to be paid under the Indenture or the Loan Agreement. All right, title and interest of the Issuer in, to and under the Loan Agreement (other than the right to receive payment or reimbursement for expenses, the Issuer's indemnification rights set forth in the Loan Agreement and certain other rights of the Issuer, including its right to receive notices), all payments due under the Loan Agreement, and all moneys and obligations deposited or required to be deposited in the Project Fund, the Bond Fund, the Surplus Fund and the Bond Purchase Fund established under the Indenture are assigned, pledged and conveyed under the Indenture to the Trustee and its successors and assigns, in accordance with the terms of the Indenture, for the benefit of the Bond Owners (which term, as well as the terms "Owners" or "Holders," when used herein, shall mean the owners of the Bonds as shown in the bond register maintained by Wells Fargo Bank, National Association, as bond registrar (in such capacity, the "Registrar")).

From the date of authentication and delivery until the day elected by the Borrower pursuant to the Indenture on which the method of determining the interest rate on the Bonds (the "Interest Rate Determination Method") then in effect is changed (the "Conversion Date"), the Bonds will bear interest at a variable rate determined weekly (the "Weekly Rate") not to exceed the lesser of (i) 12% per annum, or (ii) the maximum rate permitted by law. The manner in which the Weekly Rate is determined is described more fully under **"THE BONDS – Interest on the Bonds – Initial Rate and Weekly Rate."** Interest on the Bonds during the period the Bonds bear interest at the Weekly Rate (the "Weekly Rate Period") will be payable on the first Business Day of each month, commencing August 1, 2019, on the Conversion Date and ending on the earlier of the Conversion Date or the maturity date for the Bonds (the "Interest Payment Dates").

At the election of the Borrower, the Bonds are subject to conversion to a flexible term interest rate (the "Flexible Term Rate"), an index interest rate (the "Index Interest Rate"), a medium-term interest rate (the "Medium-Term Rate") or a fixed interest rate (the "Fixed Rate") upon terms described in the

Indenture (See **"THE BONDS – Conversion of Interest Rate Determination Method"**). All of the Bonds are subject to mandatory tender and purchase on the Conversion Date for the Bonds. The procedures for the conversion of the Bonds to bear interest at such rates are described more fully under **"THE BONDS – Conversion of Interest Rate Determination Method."**

The interest rates with respect to the applicable Interest Rate Determination Method will be set by the Remarketing Agent, as described in the Indenture, on the applicable Computation Date. "Computation Date" means for a Weekly Rate Period, the Business Day immediately preceding the first day of such period.

While the Bonds bear interest at the Weekly Rate, any Owner of Bonds will have the right to demand the purchase of Bonds in an Authorized Denomination, on any Business Day, at a purchase price equal to the principal amount thereof plus interest accrued to the purchase date, upon not less than seven days' irrevocable written notice prior to the purchase date with respect to Bonds bearing interest at the Weekly Rate to the Remarketing Agent (as defined below) and the Trustee, in the form prescribed in the Bonds.

For the purpose of facilitating the purchase of Bonds which are tendered during the Weekly Rate Period, the Borrower has entered into a Remarketing Agreement with respect to the Bonds, dated as of July 1, 2019 (the "Remarketing Agreement"), with Wells Fargo Bank, National Association, as Remarketing Agent (in such capacity, the "Remarketing Agent"), pursuant to which the Remarketing Agent has agreed, subject to the conditions therein contained, to use its best efforts to arrange for the sale in the secondary market of such Bonds.

During the Weekly Rate Period, the Bonds may be redeemed by the Issuer, at the direction of the Borrower, in whole on any Business Day or in part on any Interest Payment Date, upon written request from the Borrower (except as described herein under **"THE BONDS – Redemption of Bonds – Optional Redemption During Variable Rate Period"**), at a redemption price equal to the principal amount thereof, plus accrued interest to, but not including, the redemption date. In addition the Bonds are subject to extraordinary mandatory redemption as described herein. See **"THE BONDS – Redemption of Bonds."**

Brief descriptions of the Issuer, the Bank, the Bonds, the Letter of Credit, the Reimbursement Agreement, the Loan Agreement and the Indenture are included in this Limited Offering Memorandum, and a brief description of the Bank is attached to this Limited Offering Memorandum as Appendix A, respectively, which Appendix refers to and incorporate by reference certain documents and financial statements. Such descriptions do not purport to be comprehensive or definitive. All references herein to the Remarketing Agreement, the Reimbursement Agreement, the Letter of Credit, the Indenture the Loan Agreement and the Note are qualified in their entirety by reference to the document in question. All references herein to the Bonds are qualified in their entirety by the definitive form thereof contained in the Indenture. Definitive copies of all documents described in this Limited Offering Memorandum will be available at the corporate trust office of the Trustee. During the initial offering period with respect to the Bonds, preliminary copies of all such documents will be available in limited quantities at the principal office of the Underwriter, Wells Fargo Bank, National Association (in such capacity, the "Underwriter"), in Charlotte, North Carolina.

THE ISSUER

The Issuer is a public body corporate and politic duly organized and existing under the laws of the State of Wisconsin. The Issuer was created pursuant to Section 66.1333 of the Wisconsin Statutes (the "Act") and under a resolution adopted by the Common Council of the City on February 21, 1967. The

Issuer is a separate entity from the City and is staffed by a Secretary/Executive Director who is an employee of the City. All other staff services which are necessary to carry out its programs and projects are provided by the City under a contract between the City and the Issuer.

Six citizen members and one member of the Common Council of the City serve as the commissioners of the Issuer. The current commissioners of the Issuer are:

	<u>Position</u>
Greg Delveaux	Chair
Matt Schueller	Vice Chair
James Blumreich	Citizen Member
Alder Barbara Dorff	Citizen Member
Kathy Hinkfuss	Citizen Member
Melanie Parma	Citizen Member
Vacancy	Citizen Member

Kevin Vonck, Secretary/Executive Director

The commissioners of the Issuer authorized the issuance of the Bonds and the execution and delivery of the Indenture and Loan Agreement, in a resolution adopted on June 4, 2019.

The Bonds will be issued pursuant to and in full compliance with the Constitution and laws of the State of Wisconsin and pursuant to resolutions adopted by the Issuer's governing body. **THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER. THE BONDS SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE ISSUER, THE COUNTY, THE CITY, THE STATE OF WISCONSIN OR ANY POLITICAL SUBDIVISION THEREOF AND DO NOT GIVE RISE TO A CHARGE AGAINST THEIR GENERAL CREDIT OR THE TAXING POWERS OF THE STATE OF WISCONSIN, THE COUNTY OR THE CITY. THE ISSUER HAS NO TAXING POWERS.**

THE BORROWER

The Borrower is a privately held Wisconsin corporation based in Green Bay, Wisconsin. The Borrower's president and chief executive officer is William F. Kress. The Borrower is a paper and packaging company that makes paper and designs and manufactures corrugated containers, folding carton products and coated label products for various packaging and labeling applications. The Borrower was originally founded in 1933 and was formerly known as Green Bay Box Company before changing its name to Green Bay Packaging Inc. in 1963.

The above information is limited and does not provide all information necessary for a current evaluation of the Borrower's business and affairs, the risks involved with the operations of its facilities or the circumstances under which the Borrower may default under the Reimbursement Agreement. The Reimbursement Agreement contains covenants not described in this Limited Offering Memorandum, default under which may lead to acceleration of the Bonds. Purchasers of the Bonds should look solely to the Letter of Credit to provide payment of the Bonds.

PLAN OF FINANCE

The Project

The Borrower will use the proceeds of the Bonds to finance the (a) construction of an approximately 451,980 square foot facility located in the City of Green Bay, Wisconsin (the "Facility") to

be operated by the Borrower to convert recycled materials and mixed paper waste to produce liner-board and corrugating medium, (b) acquisition and installation of related equipment at the Facility and (c) payment of certain professional costs and costs of issuance (collectively, the "Project").

Sources and Uses

The proceeds of the Bonds are estimated to be applied as follows:

Sources:

Principal Amount of Bonds	\$ _____
Estimated Interest Earnings on Project Fund	_____
Total Sources	\$ <u> </u>

Uses:

Costs of Project	\$ _____
Letter of Credit Fees and Costs of Issuance ¹	_____
Total Uses	\$ <u> </u>

¹Includes underwriter's discount, remarketing fees, letter of credit fees, legal fees, rating agency fees, and other miscellaneous costs of issuance for the Bonds.

THE BONDS

The following is a summary of certain provisions of the Bonds. Reference is made to the Bonds themselves for the complete text thereof and to the Indenture, and the discussion herein is qualified by such reference.

The following summary describes the terms of the Bonds only while the Bonds bear interest at the Weekly Interest Rate. Prospective purchasers of the Bonds should not rely on this summary if the Bonds are bearing interest at a rate other than the Weekly Interest Rate. If the Issuer, on behalf of the Borrower, elects to convert the Bonds to another Interest Rate Determination Method, a new official statement or a supplement to this Limited Offering Memorandum describing the terms of the Bonds during such Interest Rate Determination Method will be prepared.

General

The Bonds will be issued in the aggregate principal amount as described on the cover page hereof and will bear interest as set forth below. The Bonds will mature as described on the cover page hereof and are subject to redemption and purchase prior to maturity as described below.

The Bonds will be issuable as registered Bonds and upon the issuance will be registered in the name of Cede & Co. as nominee for The Depository Trust Company, New York, New York ("DTC"). Individual purchases of the Bonds will be made in book-entry form only, and while the Bonds are in a Weekly Rate Period in the principal amount of \$100,000 or any integral multiple of \$5,000 in excess thereof ("Authorized Denomination"); provided that if less than \$100,000 principal amount of Bonds is outstanding, one Bond shall be issued in such smaller denomination. Subject to the limitations provided in the Indenture and upon payment of any tax or governmental charge, if any, Bonds may be exchanged for a like aggregate principal amount of Bonds of other Authorized Denominations.

Limited Obligations

THE BONDS AND THE INDENTURE STATE THAT THE PRINCIPAL AND PURCHASE PRICE OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON THE BONDS ARE SPECIAL LIMITED OBLIGATIONS OF THE ISSUER PAYABLE EXCLUSIVELY FROM THE REVENUES AND RECEIPTS DERIVED FROM THE "TRUST ESTATE" (AS DEFINED IN THE INDENTURE). THE BONDS DO NOT CONSTITUTE A DEBT OR A LOAN OF CREDIT OR A PLEDGE OF THE FULL FAITH AND CREDIT OR TAXING POWER, IF ANY, OF THE ISSUER, THE CITY OF GREEN BAY, THE COUNTY OF BROWN, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND SHALL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER, THE CITY OF GREEN BAY, THE COUNTY OF BROWN, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF. THE BONDS SHALL NOT CONSTITUTE, DIRECTLY OR INDIRECTLY, OR CONTINGENTLY OBLIGATE OR OTHERWISE CONSTITUTE A GENERAL OBLIGATION OF OR A CHARGE AGAINST THE GENERAL CREDIT OF THE ISSUER, BUT SHALL BE SPECIAL LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE SOURCES DESCRIBED HEREIN, BUT NOT OTHERWISE. THE ISSUER HAS ON TAXING POWER.

The primary security for the Bonds will be the Letter of Credit delivered by the Bank to the Trustee. Reference is made to **"THE LETTER OF CREDIT AND REIMBURSEMENT AGREEMENT"** and to Appendix A, which contains certain limited information regarding the Bank. There can be no assurance that the Bank will maintain its present financial condition or that an adverse change in such condition will not adversely affect its ability to honor future drawings under the Letter of Credit. The Letter of Credit has been issued pursuant to the Reimbursement Agreement, which contains certain covenants of the Borrower, including certain payment obligations of the Borrower, default of which could lead to acceleration of the Bonds. The Letter of Credit will expire on July 2, 2022, unless terminated earlier or extended in accordance with its terms. The Bonds will be subject to mandatory purchase upon the termination of the Letter of Credit Facility as described in **"THE BONDS – Mandatory Purchase on Credit Modification Date"** below.

Transfer, Registration and Exchange

The Bonds may be transferred, registered or exchanged as provided in the Indenture. Exchanges and transfers will be without expense to the Owner except for any applicable taxes or other governmental charges. After notice calling any Bond for redemption has been given and prior to such redemption, the Registrar shall only register the transfer of such Bond pursuant to an optional or mandatory purchase in accordance with the Indenture.

The Indenture directs the Issuer, the Trustee, the Borrower and certain other persons to deem and treat the person in whose name any Bond is registered in accordance with the Indenture on the registration books maintained pursuant to the Indenture as the Owner thereof for all purposes. Notwithstanding the above, so long as the Bonds are held under a book-entry system, transfers and exchanges of beneficial ownership of the Bonds will be effected on the books of the Securities Depository (as hereinafter defined) pursuant to its rules and procedures.

Book-Entry System

The description that follows of the procedures and recordkeeping with respect to beneficial ownership interests in the Bonds, payments of principal of and premium, if any, and interest on the Bonds to DTC (as defined below), its nominee, Direct and Indirect Participants (as defined below) or Beneficial

Owners, confirmation and transfer of beneficial ownership interests in the Bonds and other bond-related transactions by and between DTC, Direct and Indirect Participants and Beneficial Owners is based solely on information furnished by DTC. **Neither the Issuer, the Trustee, the Credit Provider, the Borrower, the Remarketing Agent nor the Underwriter assume any responsibility for the accuracy or adequacy of the information included in such description.**

The Depository Trust Company ("DTC"), New York, New York will act as securities depository for the Bonds (together with its successors and assigns, the "Securities Depository"). The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Bonds and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating at AA+. The DTC rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of the Bonds with DTC and their registration in the name of Cede & Co. or other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping

account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, premium, if any, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the Issuer or the Trustee on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC (nor its nominee), the Trustee or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Issuer or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, certificates for the Bonds are required to be printed and delivered.

The Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, the Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry-only system has been obtained from sources that the Issuer believes to be reliable, but the Issuer takes no responsibility for the accuracy thereof.

Neither the Issuer, the Borrower, the Trustee, the Remarketing Agent, the Credit Provider nor the Underwriter have responsibility or obligation to the Direct or Indirect Participants or the Beneficial Owners with respect to (A) the accuracy of any records maintained by DTC or any Direct or Indirect Participant; (B) the payment by any Direct or Indirect Participant of any amount due to any Beneficial Owner in respect of the principal of and premium, if any, and interest on the Bonds; (C) the delivery or timeliness of delivery by any Direct or Indirect Participant of any notice

to any Beneficial Owner which is required or permitted under the terms of the Indenture to be given to the Bondholders; or (D) any other action taken by DTC, or its nominee, Cede & Co., as Bondholder, including the effectiveness of any action taken pursuant to an Omnibus Proxy.

So long as Cede & Co. is the registered owner of the Bonds, as nominee of DTC, references in this Limited Offering Memorandum to the Owners of the Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners and Cede & Co. will be treated as the only Bondholder of the Bonds for all purposes under the Trust Indenture.

The Issuer may enter into amendments to the agreement with DTC or successor agreements with a successor securities depository, relating to the book-entry only system to be maintained with respect to the Bonds without the consent of the Beneficial Owners or the Bondholders.

Interest on the Bonds

Initial Rate and Weekly Rate. The Bonds will initially bear interest to and including July 10, 2019 at a rate determined by the Underwriter on the date of issuance. Thereafter, prior to the Conversion Date, the Bonds will bear interest at a variable rate determined weekly by the Remarketing Agent as set forth below (the "Weekly Rate").

Such initial rate will be determined by the Underwriter on the Issue Date in the manner described below with respect to subsequent calculation periods during a Weekly Rate Period. During any Weekly Rate Period, the Remarketing Agent will determine the Weekly Rate for the period from and including the day following the Computation Date of each week to and including the earlier of the day preceding the Conversion Date or the following Computation Date (the "Weekly Interest Period") by 4:00 p.m., Eastern Time, on the applicable Computation Date. Each Weekly Rate will be the rate of interest which, if borne by the Bonds, would, in the judgment of the Remarketing Agent, having due regard for the prevailing financial market conditions for revenue bonds or other securities the interest on which is included or excluded (as applicable) from gross income of the holders thereof for federal income tax purposes of the same general nature as the Bonds or securities the interest on which is included or excluded (as applicable) from gross income of the holders thereof for federal income tax purposes that are comparable as to credit and maturity (or comparable with respect to optional tender provisions) with the credit and maturity or the optional tender provisions of the Bonds, be the interest rate necessary, but would not exceed the interest rate necessary, to enable the Remarketing Agent to place the Bonds at a price of par (plus accrued interest, if any) on the first Business Day of such Weekly Interest Period; provided, that, if for any reason the Weekly Rate for any Weekly Interest Period is not established as described above by the Remarketing Agent, no Remarketing Agent is serving as such under the Indenture or the rate so established is held to be invalid or unenforceable with respect to any Weekly Interest Period, then the Weekly Rate for such Weekly Interest Period will be equal to the Alternate Weekly Index (as defined in the Indenture) on the date such interest rate was (or would have been) determined as described above. In connection with any change or deemed change in the Interest Rate Determination Method to a Weekly Rate pursuant to the Indenture, the initial Weekly Rate will be determined as described above on the applicable Computation Date.

Ceiling Rate. Notwithstanding anything else contained herein, the Weekly Rate shall not in any event exceed the lesser of (i) 12% per annum or (ii) the maximum rate permitted by law.

Notice of Rates and Deemed Conversions. Promptly following the determination of any interest rate, the Remarketing Agent shall give notice thereof to the Trustee, the Issuer, the Borrower and the Paying Agent. Promptly upon receipt from the Remarketing Agent, the Paying Agent will give each Holder notice of the new Rate. The Borrower and any Holder or Beneficial Owner may obtain any

interest rate on or after the applicable Computation Date upon request to the Remarketing Agent. Promptly upon receipt from the Remarketing Agent or the Trustee of notice of any deemed conversion to the Weekly Rate, the Paying Agent will give each Holder, the Credit Provider, if any, and the rating agency, if any, then rating the Bonds notice of the deemed conversion.

Determination of Rate Conclusive. The determination of any interest rate by the Remarketing Agent will be conclusive and binding upon the Issuer, the Borrower, the Trustee, the Paying Agent, the Remarketing Agent, the Credit Provider and the Holders or Beneficial Owners.

No Liability. In determining the interest rate or rates that the Bonds will bear as described above, the Remarketing Agent will have no liability to the Issuer, the Borrower, the Trustee, the Paying Agent, the Registrar, the Credit Provider or any Holder or Beneficial Owner except for its gross negligence or willful misconduct.

Conversion of Interest Rate Determination Method

Conversion Notice. The Interest Rate Determination Method for the Bonds may be changed from a Weekly Rate to any other Interest Rate Determination Method on any Conversion Date by the Borrower giving written notice of such change (a "Conversion Notice") to the Remarketing Agent and the Trustee with a copy to the Issuer, the Paying Agent, the rating agency, if any, rating the Bonds and the Credit Provider, if any.

Opinions with Respect to Conversions. Any conversion of the Interest Rate Determination Method to a period which is not a Direct Purchase Period shall require the delivery to the Issuer and the Trustee an opinion of bond counsel to the effect that the change in the Interest Rate Determination Method will not cause the interest on the Bonds to be included in the gross income of the Holders thereof for federal income tax purposes and that such change is permitted under the Indenture and the Act, and written evidence from a Rating Agency that, on or after the Conversion Date, the Bonds will have a long-term rating of not less than "A", without regard to rating modifiers.

The Borrower must deliver to the Remarketing Agent and the Trustee, by 10:00 A.M., Eastern Time, on the proposed Conversion Date a supplemental opinion of bond counsel to the effect that the change in the Interest Rate Determination Method is permitted under the Indenture and the Act and, under the laws existing on such Conversion Date, such change will not affect the exclusion of interest on the Bonds from gross income of the Holders thereof for federal income tax purposes.

Conversion Date. When the Interest Rate Determination Method in effect prior to a Conversion Date is a Weekly Rate, the Conversion Date may be any Business Day.

Notice of Conversions to Holders. The Trustee will give written notice to the Holders of a Conversion Date, which notice will be in substantially the form attached to the Indenture, appropriately completed, and will be sent by first-class mail, postage prepaid at least 15 days prior to the proposed Conversion Date.

Failure of Conversion or Revocation of Conversion. If (i) the Borrower fails to deliver to the Trustee and the Remarketing Agent by 10:00 A.M., Eastern Time, on the proposed Conversion Date the approving opinion of bond counsel required by the Indenture and described under "**THE BONDS – Conversion of Interest Rate Determination Method – Opinions With Respect to Conversions**" above or (ii) an Event of Default has occurred and is continuing under the Indenture, the Interest Rate Determination Method for the Bonds will not be changed on the proposed Conversion Date.

Notwithstanding any other provision of the Indenture to the contrary, no conversion of the Interest Rate Determination Method to the Fixed Rate will occur if the Borrower, not later than 10:00 A.M., Eastern Time, on the Business Day immediately preceding the applicable Computation Date, directs the Remarketing Agent not to change the Interest Rate Determination Method to the Fixed Rate by written notice, with a copy to the Trustee, the Issuer, the Paying Agent, the Remarketing Agent, the Paying Agent and the Credit Provider, if any.

If a proposed conversion of the Interest Rate Determination Method is canceled pursuant to the provisions of the Indenture described in the two preceding paragraphs, all Bonds will nevertheless be tendered for purchase on the proposed Conversion Date and will be purchased on the proposed Conversion Date. If the Bonds tendered for purchases fail to be purchased, such failure shall constitute an Event of Default and the Bonds will continue to bear interest in accordance with the Interest Rate Determination Method in effect prior to the proposed Conversion Date; provided, however, that the rate of interest that the Bonds will bear will be determined on the proposed Conversion Date.

Failure to Mail Certain Notices. Failure to mail the notice of a Conversion Date to Holders as described above, or any defect therein, will not affect the validity of any interest rate or change in the Interest Rate Determination Method on any of the Bonds or the requirement that the Bonds be tendered for purchase pursuant to the provisions of the Indenture described below under **"THE BONDS – Mandatory Purchase Upon Conversion"** or extend the period for tendering any of the Bonds for purchase, and the Trustee will not be liable to any Holder by reason of its failure to mail such notice or any defect therein.

Compliance with Rule 15c2-12. Notwithstanding any provision in the Indenture to the contrary, no conversion Interest Rate Determination Method will be permitted unless the Trustee, the Issuer and the Remarketing Agent have received, at least two Business Days prior to the proposed Conversion Date, a copy of a continuing disclosure agreement imposing obligations upon the Borrower or any other responsible party to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the "Rule"), with respect to the Bonds, together with such disclosure documents as the Remarketing Agent will require in order to comply with the Rule, if the Rule will be applicable upon such conversion or an opinion of counsel that notwithstanding such conversion, the Rule will not be applicable to the Bonds as of and after the Conversion Date.

Payments of Principal and Interest

Principal of and redemption price of any Bond will be payable to the Owner of such Bond upon presentation and surrender thereof at the designated office of the Paying Agent. Interest on the Bonds will be paid by check or draft drawn upon the Paying Agent, mailed on the Interest Payment Date (or, if such day is not a Business Day, the immediately succeeding Business Day) to the Owners of such Bonds as of the close of business on the Record Date (as defined below) immediately preceding each Interest Payment Date at the addresses appearing in the registration book in accordance with the terms of the Indenture. While the Securities Depository Nominee or the Securities Depository, as the case may be, is the registered owner of the Bonds, notwithstanding any other provisions set forth herein, payments of principal of, redemption premium, if any, and interest on the Bonds shall be made to the Securities Depository Nominee or the Securities Depository, as the case may be, by wire transfer in immediately available funds to the account of said Owner as may be specified in the Register or by such other method of payment as the Securities Depository may reasonably determine.

Record Date means with respect to any Interest Payment Date during the Weekly Rate Period, the close of business on the Business Day immediately preceding each such Interest Payment Date.

Tender for Purchase Upon Election of Bondholder

During the Weekly Rate Period, any Bond may be tendered for purchase as described below on any Business Day on the demand of the Owner thereof, at a purchase price equal to 100% of the principal amount thereof plus accrued interest to the date of purchase, by delivery of an irrevocable notice in the form prescribed in the Indenture to the Remarketing Agent specifying the date on which such Bond shall be purchased (the "Optional Tender Notice"), which date shall be a Business Day not prior to the seventh day after the date of delivery of the Optional Tender Notice with respect to Bonds bearing interest at the Weekly Rate (an "Optional Tender Date").

For the purpose of facilitating the purchase of Bonds which are the subject of Bond Owners' Optional Tender Notices ("Tendered Bonds"), the Borrower has entered into the Remarketing Agreement with the Remarketing Agent, pursuant to which the Remarketing Agent has agreed, subject to the conditions therein contained, to use its best efforts to arrange for the sale at par plus accrued interest, if any, in the secondary market of Tendered Bonds. Funds which have been made available by the Remarketing Agent for the purchase in the secondary market of Tendered Bonds on the Optional Tender Date specified in the Bondholder's Optional Tender Notice shall be deposited into the Remarketing Account contained in the Bond Purchase Fund established with the Paying Agent pursuant to the Indenture.

If sufficient funds are not available on deposit in the Remarketing Account at 10:30 A.M. on the applicable Optional Tender Date for the purchase of the Tendered Bonds, the Indenture directs and authorizes the Trustee to make a draw under the Letter of Credit no later than 11:00 A.M. Eastern Time on such date and to deposit funds into the Bond Purchase Fund for the Bonds, in an amount equal to the portion of the principal amount of the Tendered Bonds plus accrued interest thereon not available in the Remarketing Account. The Tender Agent is directed by the Indenture to purchase the Tendered Bonds with the funds on deposit in the Bond Purchase Fund. Tendered Bonds (as well as Bonds subject to mandatory tender and purchase on the Conversion Date or Credit Modification Date as described below) purchased with moneys drawn under the Letter of Credit will be owned by the Credit Provider pursuant to the terms of the Reimbursement Agreement.

Any Tendered Bond not delivered to the Trustee at its designated office at or prior to 10:00 A.M. Eastern Time on the Optional Tender Date shall be deemed to have been tendered for purchase by the Owner thereof and purchased from such Owner on the Optional Tender Date with moneys on deposit in the Bond Purchase Fund. The Registrar is authorized and instructed, pursuant to the Indenture, to authenticate and deliver a substitute Bond. Any such untendered Bond, on and after the Optional Tender Date on which it is deemed tendered for purchase, will cease to be outstanding for all purposes under the Indenture, will cease to evidence the indebtedness of the Issuer thereunder represented by the Bonds and will cease to bear interest on such Optional Tender Date. Such untendered Bond will only constitute evidence that the Owner thereof is entitled to receive the amount so deposited for the payment of the purchase price of such Bond, which amount will be held by the Paying Agent in trust and with no investment thereof, solely for the Owner of such untendered Bond pending its surrender to the Trustee and the payment of the purchase price thereof to such Owner. Upon registration and delivery of a new Bond or Bonds following such registration, such new Bond or Bonds will evidence the indebtedness of the Issuer which was represented by such untendered Bond for all purposes under the Indenture.

Mandatory Purchase Upon Conversion

The Bonds are subject to mandatory purchase (in whole), at a purchase price equal to 100% of the principal amount thereof, without premium, plus accrued interest, on the Conversion Date.

All Bonds so purchased shall be purchased with funds deposited in the Bond Purchase Fund pursuant to the terms of the Indenture. The Remarketing Agent will use its best efforts to arrange for the sale at par plus accrued interest, if any, in the secondary market of such Bonds on such purchase date. Funds which have been made available from the placement and sale in the secondary market of such Bonds on such purchase date shall be deposited into the Remarketing Account contained in the Bond Purchase Fund established with the Paying Agent pursuant to the Indenture. If sufficient funds are not available on deposit in the Remarketing Account at 10:00 A.M. on such purchase date for the purchase of all such Bonds, the Indenture directs and authorizes the Trustee to make a draw under the Letter of Credit and to deposit funds into the Bond Purchase Fund, in an amount equal to the portion of the principal amount of such Bonds plus accrued interest thereon not available in the Remarketing Account. Bonds purchased with moneys drawn under the Letter of Credit will be owned by the Borrower and pledged to the Bank as pledgee of the Borrower pursuant to the terms of the Reimbursement Agreement.

Any Bond which has not been delivered to the Trustee for purchase at or prior to 10:00 A.M. Eastern Time on such purchase date established for the Bonds, shall be deemed to have been tendered for purchase by the Owner thereof and purchased from such Owner on such purchase date with funds deposited in the Bond Purchase Fund. The Registrar will register for transfer any untendered Bonds which are deemed to have been so purchased. On and after such purchase date, all such untendered Bonds will cease to be outstanding for all purposes under the Indenture, will cease to evidence the indebtedness of the Issuer thereunder represented by such Bonds and will cease to bear interest on such purchase date. Such untendered Bonds will only constitute evidence that the Owners are entitled to receive the amount so deposited for the payment of the purchase price of such untendered Bonds, which amount shall be held by the Paying Agent in trust and with no investment thereof, solely for the Owners of such untendered Bonds, pending the surrender of such Bonds to the Trustee and the payment of the purchase price thereof to such Owners. Upon the registration of transfer of Bonds by the Registrar and the delivery of a new Bond or Bonds following such registration of transfer, such new Bond or Bonds shall thereafter evidence the indebtedness of the Issuer which was represented by such untendered Bonds for all purposes under the Indenture.

Mandatory Purchase on Credit Modification Date

During any Weekly Rate Period, the Bonds are subject to mandatory tender for purchase in whole on any date (i) on which the Trustee accepts an Alternate Credit Facility, (ii) two Business Days prior to the date on which a Credit Facility then in effect is stated to expire or (iii) two Business Days prior to the date on which a Credit Facility then in effect is to be terminated at 100% of the principal amount thereof (each a "Credit Modification Date"), without premium, plus accrued interest, if any thereon to the date of purchase.

All Bonds shall be purchased on the Credit Modification Date with funds deposited in the Bond Purchase Fund pursuant to the terms of the Indenture. The Remarketing Agent will use its best efforts to arrange for the sale at par plus accrued interest, if any, in the secondary market of such Bonds on the Credit Modification Date. Funds which have been made available from the placement and sale in the secondary market of such Bonds on the Credit Modification Date shall be deposited into the Remarketing Account contained in the Bond Purchase Fund established with the Paying Agent pursuant to the Indenture. If sufficient funds are not available on deposit in the Remarketing Account at 10:00 A.M. on the Credit Modification Date for the purchase of all such Bonds, the Indenture directs and authorizes the Trustee to make a draw under the Letter of Credit and to deposit funds into the Bond Purchase Fund, in an amount equal to the portion of the principal amount of such Bonds plus accrued interest thereon not available in the Remarketing Account. Bonds purchased with moneys drawn under the Letter of Credit will be owned by the Credit Provider pursuant to the terms of the Reimbursement Agreement.

Any Bond which has not been delivered to the Trustee for purchase at or prior to 10:00 A.M. (Charlotte, North Carolina time) on the Credit Modification Date established for the Bonds, shall be deemed to have been tendered for purchase by the Owner thereof and purchased from such Owner on the Credit Modification Date with funds deposited in the Bond Purchase Fund. The Registrar will register for transfer any untendered Bonds which are deemed to have been so purchased. On and after the Credit Modification Date, all such untendered Bonds will cease to be outstanding for all purposes under the Indenture, will cease to evidence the indebtedness of the Issuer thereunder represented by such Bonds and will cease to bear interest on the Credit Modification Date. Such untendered Bonds will only constitute evidence that the Owners are entitled to receive the amount so deposited for the payment of the purchase price of such untendered Bonds, which amount shall be held by the Paying Agent in trust and with no investment thereof, solely for the Owners of such untendered Bonds, pending the surrender of such Bonds to the Trustee and the payment of the purchase price thereof to such Owners. Upon the registration of transfer of Bonds by the Registrar and the delivery of a new Bond or Bonds following such registration of transfer, such new Bond or Bonds shall thereafter evidence the indebtedness of the Issuer which was represented by such untendered Bonds for all purposes under the Indenture.

Redemption of Bonds

Optional Redemption. While the Bonds bear interest at a Weekly Rate, the Bonds are subject to redemption, at the direction of the Borrower, on behalf of the Issuer, in whole on any Business Day or in part on any Interest Payment Date at a redemption price equal to the principal amount of the Bonds to be redeemed plus accrued interest thereon to, but not including, the redemption date.

Mandatory Sinking Fund Redemption. The Bonds are not subject to mandatory sinking fund redemption prior to maturity.

Mandatory Redemption of Bonds Upon Determination of Taxability. The Bonds shall be subject to mandatory redemption in whole, or, if the event or action giving rise to the Determination of Taxability can be cured with a partial redemption, and the Issuer and the Borrower receive a Favorable Opinion of Counsel to that effect, then a redemption in part, on the earliest practicable Business Day (selected by the Trustee) for which the Trustee can give timely notice pursuant to the Indenture, but in any event within sixty (60) days following a Determination of Taxability. The redemption price shall be 100% of the principal amount of Bonds so redeemed, plus any applicable premium, plus accrued interest to the redemption date. Redemption of Bonds as aforesaid shall be the Bondholders' sole remedy upon a Determination of Taxability. The Trustee shall give notice of a call for redemption in the manner provided in the Indenture.

If the Bonds shall be subject to mandatory redemption or purchase upon a Determination of Taxability, or if the Bonds are optionally redeemed in reasonable anticipation by the Borrower that a Determination of Taxability may soon occur, the Borrower may, with the written concurrence of the Credit Provider, cause the Bonds to be remarketed on a taxable basis.

Mandatory Redemption of Credit Provider Bonds Upon Expiration of Letter of Credit. Credit Provider Bonds are subject to mandatory redemption in whole on the first day of the month in which the Credit Facility is to expire (the "Letter of Credit Expiration Date"), unless at least forty-five (45) days prior to such first day of the month, the Borrower shall have caused to be delivered to the Trustee an Alternate Credit Facility meeting the requirements of the Indenture or an amendment to the Credit Facility extending the Letter of Credit Expiration Date by at least the lesser of ninety (90) days or the period ending on the fifteenth day of the month in which the next reset date or the Maturity Date is to occur. The redemption price shall be that percentage of the principal amount of the Bonds to be so redeemed, plus accrued interest to the redemption date. Redemption of Bonds as aforesaid shall be the

Owners' sole remedy upon failure of the Borrower to obtain an extension of the expiration of the existing Credit Facility or an Alternate Credit Facility. The Trustee shall give notice of a call for redemption in the manner provided in the Indenture.

Mandatory Redemption of Bonds from Surplus Fund. The Bonds are subject to mandatory redemption prior to stated maturity, from Surplus Bond Proceeds transferred from the Project Fund to the Surplus Fund upon the closing of the Project Fund. If there are moneys remaining in the Project Fund upon the closing thereof, the Trustee, shall establish a redemption date, which shall be a Business Day within forty-five (45) days of the Trustee's receipt of the Borrower's Certificate establishing the completion date which shall be the earliest of (a) three years after the date of the Bonds are issued, (b) the expenditure of all requisitions and (c) the date on which the Borrower delivers a completion certificate. The redemption price shall be 100% of the principal amount of the Bonds, or portions thereof, so redeemed, plus accrued interest to the redemption date. The principal amount of the Bonds to be redeemed shall be the largest multiple of \$5,000 that can be paid from the amount so transferred. The Trustee shall give notice of a call for redemption in the manner provided in the Indenture.

Extraordinary Optional Redemption. The Bonds are subject to redemption in whole, at the direction of the Borrower, on behalf of the Issuer, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed plus accrued interest thereon to, but not including, the redemption date, on any date for which the requisite notice of redemption can be given, within one hundred eighty (180) days of the occurrence of any of the following events:

(1) the Project shall have been damaged or destroyed to such an extent that in the judgment of the Borrower (A) it cannot reasonably be restored within a period of three (3) consecutive months to the condition thereof immediately preceding such damage or destruction, (B) the Borrower is thereby prevented from carrying on its normal operations at the Project for a period of three (3) consecutive months, or (C) it would not be economically feasible for the Borrower to replace, repair, rebuild or restore the same;

(2) title in and to, or the temporary use of, all or substantially all of the Project shall have been taken under the exercise of the power of eminent domain by any governmental authority or any Person acting under governmental authority (including such a taking as, in the judgment of the Borrower, results in the Borrower being prevented thereby from carrying on its normal operations at the Project for a period of three (3) consecutive months);

(3) as a result of any changes in the Constitution of the State, or the Constitution of the United States of America or by legislative or administrative action (whether state or federal) or by final decree, judgment, decision or order of any court or administrative body (whether state or federal), the Agreement shall have become void or unenforceable or impossible of performance in accordance with the intent and purpose of the parties as expressed therein;

(4) unreasonable burdens or excessive liabilities shall have been imposed on the Borrower with respect to the operations of the Project, including, without limitation federal, state or other ad valorem, property, income or other taxes not being imposed on the date of the Indenture that, in the judgment of the Borrower, render the continued operation of the Project uneconomical;

(5) changes which the Borrower cannot reasonably control or overcome in the economic availability of materials, supplies, labor, equipment and other properties and things necessary for the efficient operation of the Project for the purposes contemplated by the Loan Agreement shall have occurred or technological changes that the Borrower cannot reasonably overcome shall have occurred that, in the judgment of the Borrower, render the continued operation of the Project uneconomical;

(6) legal curtailment of the Borrower's use and occupancy of all or substantially all of the Project for any reason other than that set forth in (2) above, which curtailment shall, in the judgment of the Borrower, prevent the Borrower from carrying on its normal operations at the Project for a period of three (3) consecutive months; or

(7) the Loan Agreement is terminated prior to its expiration for any reason other than the occurrence of an Event of Default under the Loan Agreement.

Notice of Redemption or Purchase, Selection of Bonds and Miscellaneous

When required to redeem Bonds, the Trustee must cause notice of the redemption to be given not less than 30 days prior to the redemption date by mailing a copy of all notices of redemption by first class mail, postage prepaid, to all registered owners of Bonds to be redeemed at their addresses shown on the Register, but no defect in or failure to give such notice of redemption shall affect the redemption or the validity of the proceedings for the redemption of the Bonds. If the Credit Provider does not consent to a drawing for such optional redemption of the Bonds, the Trustee shall condition such call for redemption upon the deposit with the Trustee of sufficient moneys constituting Eligible Funds on or prior to the date selected for redemption to reimburse the Credit Provider for such drawing and/or to pay such redemption premium, and if sufficient moneys constituting Eligible Funds are not so available on the date selected for redemption, such call for redemption shall be revoked. So long as DTC acts as securities depository for the Bonds, its nominee Cede & Co. will be the sole registered owner of the Bonds for all purposes, including receipt of notices. For information on DTC and its conveyance of notices, see "**THE BONDS – Book-Entry System.**" Any such notice shall be given in the name of the Issuer, shall identify the Bonds to be redeemed (and, in the case of partial redemption of any Bonds, the respective principal amounts thereof to be redeemed), shall specify the redemption date, and shall state that on the redemption date the redemption price of the Bonds called for redemption will be payable at the designated office of the Trustee and that from that date interest will cease to accrue. A notice of optional redemption shall describe whether and the conditions under which the call for redemption shall be revoked. Such notice may set forth any additional information relating to such redemption. To exercise any optional redemption while a Credit Facility is in effect, at least one day before the Trustee is to give notice of such redemption, the Trustee must have received written consent from the Credit Provider to a drawing on the Credit Facility in the amount of such redemption price if moneys in the Bond Fund constituting Eligible Funds will not be available to reimburse the Credit Provider for such drawing on the date of such redemption.

If less than all the Outstanding Bonds shall be called for redemption, the Registrar or, if the Bonds are held in the Book Entry System, the Securities Depository, shall first select and call for redemption Credit Provider Bonds. If, following such selection, additional Bonds must be selected and called for redemption, the Registrar or, if the Bonds are held in the Book Entry System, the Securities Depository, shall select or arrange for the selection, in such manner as it shall deem fair and equitable and pursuant to its rules and procedures, of the Bonds; provided that if the Bonds are held in the Book Entry System, any Bond or portion thereof remaining Outstanding shall be in an Authorized Denomination. If there shall be called for redemption less than the principal amount of a Bond, (i) the Issuer shall execute and the Trustee shall authenticate and deliver, upon surrender of such Bond, without charge to the Owner thereof in exchange for the unredeemed principal amount of such Bond at the option of such Owner, Bonds in any of the Authorized Denominations, (ii) if the Bonds are held in the Book Entry System, the Securities Depository shall, acting pursuant to its rules and procedures, reflect in said system the partial redemption and the Trustee shall (A) either exchange the Bond or Bonds held by the Securities Depository for a new Bond or Bonds in the appropriate principal amount, if such Bond is presented to the Trustee by the Securities Depository, or (B) obtain from the Securities Depository a written confirmation of the reduction in the principal amount of the Bonds held by such Securities Depository or (iii) to the

extent provided in the form of the Bond, the Trustee or the Owner may reflect the amount of the Bonds being redeemed in the Table of Partial Redemptions without further action. If less than all of the Outstanding Bonds shall be called for redemption, the Registrar shall select or arrange for the selection of the Bonds to be redeemed on a pro rata basis (based on the outstanding principal amount of Bonds of each series immediately prior to such redemption) among each series of Bonds then Outstanding; provided that if the Bonds are held in the Book Entry System, any Bond or portion thereof remaining Outstanding shall be in an Authorized Denomination.

Not less than 15 days prior to each Mandatory Purchase Date occurring as a result of a Credit Modification Date or at the Borrower's direction and not less than three days prior to each Mandatory Purchase Date occurring at the Credit Provider's direction, the Trustee shall give written notice of such Mandatory Purchase Date to the Remarketing Agent, the Paying Agent and, by first-class mail, postage prepaid, the registered owners of Bonds. So long as DTC acts as securities depository for the Bonds, its nominee Cede & Co. will be the sole registered owner of the Bonds for all purposes, including receipt of notices. For information on DTC and its conveyance of notices, see **"THE BONDS – Book-Entry System."** Any such notice shall be given in the name of the Issuer, shall identify the Bonds to be purchased (and, in the case of partial purchase of any Bonds, the respective principal amounts thereof to be purchased), shall specify the purchase date, and shall state that on the purchase date the purchase price of the Bonds called for purchase will be payable at the principal office of the Trustee or the Tender Agent, as the case may be, and that from that date interest will cease to accrue.

THE INDENTURE

The following is a summary of certain provisions of the Indenture by and between the Issuer and the Trustee. Reference is made to the Indenture itself for a complete text thereof, and the discussion herein is qualified by such reference.

Pledge and Security

All right, title and interest of the Issuer in and to (i) the Loan Agreement (other than the rights of the Issuer to inspection, information, fees and expenses, indemnification and certain consents and notices) and all revenues and receipts derived by the Issuer under the Loan Agreement, (ii) all moneys and securities deposited or credited to or required to be deposited in or credited to any account or fund created under the Indenture, including but not limited to the Project Fund, the Surplus Fund, the Bond Purchase Fund and the Bond Fund, (iii) the Note, and (iv) payments made by a Credit Provider under a Credit Facility (together, the "Trust Estate"), are assigned and pledged under the Indenture to the Trustee and its successors and assigns for the benefit of the Bondholders.

Project Fund

The Indenture provides for the establishment of a Project Fund, the monies in which the Trustee will use to make payments to or on behalf of the Borrower to pay for the costs of the Project upon receipt of a written requisition complying with the terms of the Indenture.

Bond Fund

The Indenture provides for the establishment of a Bond Fund, the moneys in which the Trustee will use to pay principal or redemption price of the Bonds as they mature or become due and interest on the Bonds when due. The Bond Fund will contain one separate and segregated account designated "Current Account." Deposits into the Current Account of the Bond Fund will consist of all moneys which

the Trustee draws under the Credit Facility to pay principal, redemption premium and interest on the Bonds.

Not later than 10:00 A.M. Eastern time on the Business Day preceding the date on which any principal or interest payment on the Bonds is due and payable (the "Payment Date"), the Trustee will have notified the Borrower and the Credit Provider of the amounts of principal and interest due on such Bonds on the following Payment Date. Not later than 11:00 A.M. Eastern Time on the Payment Date, the Trustee will present a draft or drafts under the Credit Facility in the amounts due and payable on the Bonds. The Credit Provider will wire such funds to the Trustee to be deposited in the Credit Facility Account. The Trustee will make payments due under the Bonds to the Bond Owners in accordance with the Indenture. Following such payments, the Trustee will, on behalf of the Borrower, promptly pay moneys on deposit in the Bond Fund in an amount equal to the amount of such drawing or drawings to the Credit Provider as reimbursement to the issuer of such Credit Facility under the terms of the Reimbursement Agreement. If no amounts are owed by the Borrower to the Credit Provider under the Reimbursement Agreement, any amounts remaining in the Bond Fund shall be paid to the Borrower.

Investments

At the Borrower's direction and in accordance with the provisions of the Use of Proceeds Certificate and Agreement (as defined in the Indenture), moneys held for the credit of the Bond Fund, the Surplus Fund or the Project Fund (including any amount therein) shall be invested and reinvested by the Trustee in Permitted Investments (as defined in the Indenture); provided, however, that (i) any moneys held in the Bond Purchase Fund shall not be invested and (ii) the Paying Agent shall not invest any moneys it receives under the Indenture.

Obligations so purchased shall be deemed to be part of such fund, and any interest accruing thereon and profit realized from such investment shall be credited to such fund. Any loss resulting from such investment shall be charged to such fund. The Trustee is authorized to cause to be sold or presented for redemption any obligation whenever it is necessary to do so in order to provide cash to meet any payment or transfer from such fund.

Default and Remedies

The occurrence of any of the following events constitutes an "Event of Default" under the Indenture:

- (1) Failure to pay interest on any of the Bonds when such interest has become due;
- (2) Failure to pay the principal or redemption premium of any of the Bonds when the same shall become due, whether at maturity, upon redemption or by acceleration;
- (3) An "Event of Default" under the Loan Agreement shall have occurred and shall not have been waived or cured;
- (4) The Trustee receives written notice from the Credit Provider that an "Event of Default" under the Reimbursement Agreement shall have occurred and is continuing and a written request from the Credit Provider that the Bonds be accelerated;
- (5) Failure to pay the purchase price of any Bond required to be purchased on a Mandatory Purchase Date; or

(6) Failure to observe or perform any other of the covenants, agreements or conditions on the part of the Issuer included in the Indenture or in the Bonds and the continuance thereof for a period of thirty (30) days after written notice to the Issuer, the Purchaser, if any, the Credit Provider, if a Credit Facility is then in effect, and the Borrower has been given by the Trustee, provided that the Credit Provider, if any, or the Purchaser, if any, shall have consented to the same constituting an Event of Default.

Subject to the requirement that the consent of the Credit Provider must be obtained for any acceleration in the case of an Event of Default described above, upon the occurrence of an Event of Default the Trustee may, and upon (i) the written request of the Owners of not less than 25% in aggregate principal amount of such Bonds then outstanding or (ii) the written request of the Credit Provider, if any, the Trustee shall, by notice in writing to the Issuer, the Borrower, the Paying Agent, the Remarketing Agent and the Credit Provider, declare the entire unpaid principal of and interest on all Bonds due and payable. Upon such declaration the principal on the Bonds, together with interest accrued thereon, shall become due and payable immediately. Upon the occurrence of any acceleration, the Trustee shall immediately exercise such rights as it may have as the holder of the Note to declare all payments thereunder to be immediately due and payable, and to the extent it has not already done so, the Trustee shall immediately draw upon the Credit Facility, if any, to the extent permitted by the terms thereof. If the Credit Provider honors the draw under the Credit Facility upon a declaration of the Bonds, interest on the Bonds shall accrue only to the date of such declaration of acceleration by the Trustee. Immediately following any such declaration of acceleration, the Trustee shall notify the Owners of the Bonds of such acceleration.

Prior to the drawing on a Credit Facility, in case the Trustee shall have proceeded to enforce any right under the Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Credit Provider, if any, the Purchaser, if any, and the Trustee shall be restored to their former positions and rights hereunder and all rights, remedies and powers of the Issuer, the Trustee, the Purchaser and the Credit Provider shall continue as if no such proceedings had been taken subject to the limits of any adverse determination.

If an Event of Default occurs, the Trustee may, only with prior written consent of the Credit Provider, exercise its discretion to pursue remedies available at law or in equity. The Trustee may be compelled, subject to the provisions of the Indenture, to take action at the request or direction of the Credit Provider or the Owners of not less than 25% in aggregate principal amount of the Bonds outstanding.

THE LOAN AGREEMENT

The following is a summary of certain provisions of the Loan Agreement by and between the Issuer and the Borrower under which the Issuer has agreed to loan the proceeds of the Bonds to the Borrower and the Borrower has agreed, among other things, to make payments thereunder and to execute and deliver the Note to the Issuer. Reference is made to the Loan Agreement itself for the complete text thereof, and the discussion herein is qualified by such reference.

Payments

Pursuant to the Loan Agreement, the Borrower has agreed to make payments in amounts sufficient to pay when due: (a) the principal and redemption price of and interest on the Bonds, whether at maturity, upon redemption or acceleration or otherwise, and (b) certain other amounts, including the purchase price of Bonds tendered for purchase. The Borrower's obligations under the Loan Agreement

will be evidenced by the Note which will be executed and delivered by the Borrower to the Issuer pursuant to the Loan Agreement.

Financing the Project

Proceeds of the sale of the Bonds will be deposited in the Project Fund established under the Indenture and used by the Borrower to finance the cost of acquisition, construction, installation and equipping of the Project by the Borrower.

Certain Covenants of the Borrower

Under the Loan Agreement, the Borrower agrees, among other things, to preserve its existence, to comply in all material respects with laws applicable to the Project, to deliver financial statements and certain other information to the Trustee, the Credit Provider and, upon request and in certain circumstances, the Issuer.

Default and Remedies

The occurrence of any one or more of the following events shall be an Event of Default under the Loan Agreement:

(1) Failure by the Borrower to pay when due all Repayments under the Loan Agreement and to pay when due any payment of principal of or interest on or any other amount payable under the Note;

(2) The occurrence of an Event of Default (beyond all applicable cure periods) under the Indenture, any Reimbursement Agreement or the other Security Documents;

(3) Any representation by or on behalf of the Borrower contained in the Loan Agreement or in any instrument furnished in compliance with or in reference to the Loan Agreement or the Indenture proves false or misleading in any material respect as of the date of the making or furnishing thereof;

(4) Failure by the Borrower to observe or perform any of its other covenants, conditions, payments or agreements under the Loan Agreement (other than as described in (a) or (b) above) for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower by the Issuer, the Credit Provider, if any, the Purchaser, if any, or the Trustee;

(5) The Borrower shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, assignee, sequestrator, trustee, liquidator or similar official of the Borrower or of all or a substantial part of its property, (ii) admit in writing its inability, or be generally unable, to pay its debts as such debts become due, (iii) make a general assignment for the benefit of its creditors, (iv) commence a voluntary case under the Bankruptcy Code (as now or hereafter in effect), (v) file a petition seeking to take advantage of any other federal or state law relating to bankruptcy, insolvency, reorganization, arrangement, winding-up or composition or adjustment of debts, (vi) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against the Borrower in an involuntary case under the Bankruptcy Code, or (vii) take any corporate action for the purpose of effecting any of the foregoing; or

(6) A proceeding or case shall be commenced, without the application or consent of the Borrower, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, arrangement, dissolution, winding-up, composition or adjustment of debts of the Borrower, (ii) the appointment of a trustee, receiver, custodian, assignee, sequestrator, liquidator or similar official of the Borrower or of all

or any substantial part of its assets, or (iii) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, arrangement, winding-up, composition or adjustment of debts and such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect, for a period of sixty (60) days from the commencement of such proceeding or case or the date of such order, judgment or decree, or an order for relief against the Borrower shall be entered in an involuntary case under the Bankruptcy Code.

Upon the occurrence and continuance of any such Event of Default, all payments under the Loan Agreement and the Note may be declared due and payable. Upon the occurrence and continuance of any Event of Default, the Issuer, may take any action at law or in equity to collect any payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under the Loan Agreement. Any amounts collected from the Borrower will be applied to the payment of, first, any costs, expenses and fees incurred by the Issuer, the Trustee, the Paying Agent and the Registrar as a result of taking such action; and second, the principal or redemption price and interest on the Bonds, without preference or priority of one over the other or of any installment of interest over any other installment of interest. The surplus shall be paid to the Borrower or the Credit Provider, as provided in the Indenture.

Under the terms of the Loan Agreement, the Borrower is obligated to give prompt written notice of a Taxable Date or an event that could trigger the occurrence of a Taxable Date to the Issuer, the Trustee, the Remarketing Agent and the Credit Provider.

THE LETTER OF CREDIT AND THE REIMBURSEMENT AGREEMENT

The Letter of Credit

The Letter of Credit is a direct-pay irrevocable obligation of the Bank to pay to the Trustee, during the term thereof and pursuant to draws made in accordance with the terms thereof, (1) an amount not exceeding the principal amount of the Bonds, to pay principal or portion of the purchase price corresponding to principal of the Bonds, in connection with the scheduled maturity, redemption, acceleration or tender of the Bonds, and (2) an amount not exceeding the amount required to pay interest or portion of the purchase price corresponding to interest on the Bonds for 35 days at an assumed maximum rate of 12% in order to pay interest on the Bonds as such interest becomes due, whether on a regularly scheduled interest payment date, upon redemption, acceleration or tender of such Bonds. Only the Trustee, upon presentation of signed drafts accompanied by supporting documentation, is entitled to make a drawing under the Letter of Credit. The Letter of Credit will terminate on the earliest of (i) the expiration date stated in the Letter of Credit, as it may be extended pursuant to the terms thereof, (ii) the earlier of (A) the date which is one (1) Business Day following the date on which all of the Bonds are converted to bear interest at a rate other than the Weekly Rate or (B) the date on which the Bank honors a drawing under this Letter of Credit on or after the Conversion Date, (iii) the date which is one (1) Business Day following receipt by the Bank of a certificate from the Trustee stating that the Borrower has provided and the Trustee has accepted an Alternate Credit Facility in accordance with the terms of the Indenture, (iv) the date on which a drawing under the Letter of Credit has been honored upon the maturity, acceleration of the Bonds or redemption of all the Bonds, or (v) the date which is thirty (30) days following receipt by the Trustee of a written notice from the Bank specifying the occurrence of an Event of Default as defined in the Reimbursement Agreement and directing you to accelerate the Bonds or cause a mandatory tender of the Bonds as provided for in the Indenture.

The Bank's obligations under the Letter of Credit will be reduced automatically to the extent of any drawings thereunder. The Trustee's right to draw on the Letter of Credit with respect to the payment

of interest on a regularly scheduled interest payment date will be automatically reinstated effective immediately after any such drawing. The Trustee's right to draw on the Letter of Credit with respect to amounts previously drawn in connection with Bonds tendered for purchase on demand of the owners thereof will be reinstated when and to the extent, but only to the extent, that the Bank is reimbursed by or on behalf of the Borrower for such amounts. Other amounts drawn under a Letter of Credit will not be reinstated.

While the Bonds bear interest at the Weekly Rate, the Borrower may, at its option, provide for delivery to the Trustee of an Alternate Credit Facility that must be in all material respects the same as the Credit Facility. Upon delivery of the Alternate Credit Facility and compliance by the Borrower with the requirements set forth in the Indenture, the Trustee will surrender the previously held Credit Facility, and the Alternate Credit Facility will become effective as provided in the Indenture.

Notices of Substitution or Replacement of Credit Facility. If the Credit Facility is replaced by an Alternate Credit Facility, the Trustee will give notice to the Owners of the Bonds by mail at least 30 days prior to such replacement. The Bonds will be subject to mandatory purchase on the Credit Modification Date. See "**THE BONDS – Mandatory Purchase on Credit Modification Date.**" In addition, the Trustee will promptly notify the Issuer, the Tender Agent and the Remarketing Agent of such replacement.

This description of the Letter of Credit is qualified in its entirety by reference to the form of the Letter of Credit attached to this Limited Offering Memorandum as Appendix B.

The Reimbursement Agreement

The following is a summary of certain provisions of the Reimbursement Agreement.

Reimbursement. The Borrower has agreed to reimburse the Bank immediately after and on the date of any drawing under the Letter of Credit for all amounts drawn under such Letter of Credit, other than amounts corresponding to principal of Bonds tendered for purchase on demand of the owners thereof or subject to mandatory tender for purchase at the end of each [Flexible Term Rate Period] or upon a Conversion Date that is not a [Fixed Rate Conversion Date] and not remarketed. The Borrower has also agreed to pay to the Bank interest on any such amounts that are not timely paid. Amounts drawn under the Letter of Credit to pay the purchase price of the principal component of Bonds which have been tendered for purchase must be reimbursed on the earliest to occur of several events, but in no event on a date later than 30 days after any such drawing.

Fees and Expenses. The Borrower will pay to the Bank annual fees for maintaining the Letter of Credit, a fee upon the drawing by the Trustee under the Letter of Credit and a fee upon the transfer of the Letter of Credit. The Borrower will also pay certain costs and expenses of the Bank in connection with the Reimbursement Agreement and the issuance of the Letter of Credit.

Certain Affirmative and Negative Covenants. The Borrower has agreed, unless the Bank otherwise consents, to comply with certain affirmative and negative covenants set forth in the Reimbursement Agreement.

Credit Provider Bonds. The Borrower shall request the Trustee and the Remarketing Agent, respectively, to give absolute priority to Credit Provider Bonds in selecting Bonds for redemption and remarketing pursuant to the Indenture.

Events of Default and Remedies. The Reimbursement Agreement sets forth a number of events of default, including, but not limited to, the failure of the Borrower to reimburse the Bank for any drawing under the Letter of Credit when due, failure to observe or perform any covenant, restriction or agreement contained in the Reimbursement Agreement beyond applicable cure periods, any bankruptcy-related defaults by the Borrower, and any breach of representations and warranties made by the Borrower. The Bank may waive any event of default under the Reimbursement Agreement and the Borrower and the Bank may alter or amend the events of default set forth in the Reimbursement Agreement without notice to or the consent of Bondholders.

If any event of default under the Reimbursement Agreement occurs and is continuing, the Bank may, in its sole discretion, (i) declare all obligations due under the Reimbursement Agreement and all interest accrued thereon to be immediately due and payable, and upon such declaration the same will become and be immediately due and payable, without presentment, protest or other notice of any kind, all of which have been waived by the Borrower in the Reimbursement Agreement, (ii) notify the Trustee in writing that an event of default under the Reimbursement Agreement has occurred and is continuing and request that the Bonds be accelerated pursuant to the Indenture, and (iii) pursue all remedies available to it at law, by contract, in equity or otherwise.

This description of the Reimbursement Agreement is qualified in full by reference to the Reimbursement Agreement, a copy of which is available for inspection as described in the Introduction to this Limited Offering Memorandum.

TAX MATTERS

Federal Taxation

In the opinion of Ballard Spahr LLP, Special Tax Counsel, interest on the Bonds is excludable from gross income for purposes of federal income tax under existing laws as enacted and construed on the date of initial delivery of the Bonds, assuming the accuracy of the certifications of the Issuer and the Borrower and continuing compliance by the Issuer and the Borrower with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), except that interest on a Bond is not excludable while the Bond is held by a substantial user of the facility financed with proceeds of the Bonds or a related person as provided in the Code. Interest on the Bonds is subject to individual federal alternative minimum tax. Special Tax Counsel expresses no opinion regarding other federal tax consequences relating to ownership or disposition of, or the accrual or receipt of interest on, the Bonds.

Section 103 of the Code provides generally that interest on qualified private activity bonds will be excludable from the gross income of the holder thereof. The Code imposes various requirements the use and investment of the proceeds of such bonds, the maturity of and security for such bonds, the procedure for issuance of such bonds, the rebate of arbitrage profits to the Internal Revenue Service and filings with the Internal Revenue Service. Special Tax Counsel has concluded that the Bonds meet the requirements of the Code in reliance on the covenants, representations and certifications of the Issuer and the Company, including a covenant to rebate arbitrage profits in accordance with Section 148 of the Code. The inaccuracy of such representations or certifications or the failure by the Issuer or the Company to comply with such agreements or covenants could cause interest on the Bonds to be subject to federal income tax from the date of issuance of the Bonds or as of some later date. We have not undertaken to determine or to inform any person whether any actions taken or not taken or events occurring or not occurring after the date of issuance of the Bonds may affect the tax status of interest on the Bonds.

State Taxation

Pursuant to Section 66.1333 of the Wisconsin statutes, as amended, the Bonds and the interest thereon and income therefrom, are exempt from inclusion in gross income for Wisconsin income taxation purposes; provided, however, that we express no opinion as to whether interest on or income from the Bonds is includable in the measure of the tax for Wisconsin corporate franchise tax purposes.

UNDERWRITER

Wells Fargo Bank, National Association will act as Underwriter, subject to the terms of the Bond Purchase Agreement entered into among the Issuer, the Underwriter and the Borrower, and will agree to purchase from the Issuer, and the Issuer will agree to sell to the Underwriter, the Bonds at an aggregate purchase price of \$_____ less an underwriting discount of \$_____ or approximately ____% of the principal amount of the Bonds. Under the Bond Purchase Agreement, the Borrower has agreed to indemnify the Underwriter and the Issuer against certain liabilities, including liabilities under certain provisions of the federal securities laws.

Wells Fargo Securities is the trade name for certain securities-related capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Bank, National Association, which conducts its municipal securities sales, trading and underwriting operations through the Wells Fargo Bank, NA Municipal Products Group, a separately identifiable department of Wells Fargo Bank, National Association, registered with the Securities and Exchange Commission as a municipal securities dealer pursuant to Section 15B(a) of the Securities Exchange Act of 1934.

REMARKETING AGENT

Wells Fargo Bank, National Association, will act as Remarketing Agent under the Remarketing Agreement. A successor Remarketing Agent may be appointed in accordance with the terms of the Indenture.

The Remarketing Agent is Paid by the Borrower

The Remarketing Agent's responsibilities include determining the interest rate from time to time and remarketing the Bonds that are optionally or mandatorily tendered by the owners thereof (subject, in each case, to the terms of the Indenture and the Remarketing Agreement), all as further described in this Limited Offering Memorandum. The Remarketing Agent is appointed by the Issuer and is paid by the Borrower for its services. As a result, the interests of the Remarketing Agent may differ from those of existing Holders and potential purchasers of the Bonds.

The Remarketing Agent Routinely Purchases Bonds for its Own Account

The Remarketing Agent acts as remarketing agent for a variety of variable rate demand obligations and, in its sole discretion, routinely purchases such obligations for its own account. The Remarketing Agent is permitted, but not obligated, to purchase tendered Bonds for its own account and, in its sole discretion, may routinely acquire such tendered Bonds in order to achieve a successful remarketing of the Bonds (i.e., because there otherwise are not enough buyers to purchase the Bonds) or for other reasons. However, the Remarketing Agent is not obligated to purchase Bonds, and may cease doing so at any time without notice. The Remarketing Agent may also make a market in the Bonds by routinely purchasing and selling Bonds other than in connection with an optional or mandatory tender and remarketing. Such purchases and sales may be at or below par. However, the Remarketing Agent is not

required to make a market in the Bonds. The Remarketing Agent may also sell any Bonds it has purchased to one or more affiliated investment vehicles for collective ownership or enter into derivative arrangements with affiliates or others in order to reduce its exposure to the Bonds. The purchase of Bonds by the Remarketing Agent may create the appearance that there is greater third party demand for the Bonds in the market than is actually the case. The practices described above also may result in fewer Bonds being tendered in a remarketing.

Bonds May be Offered at Different Prices on Any Date Including an Interest Rate Computation Date

Pursuant to the Indenture and the Remarketing Agreement, the Remarketing Agent is required to determine the applicable rate of interest that, in its judgment, is the lowest rate that would permit the sale of the Bonds bearing interest at the applicable interest rate at par plus accrued interest, if any, on and as of the applicable interest rate determination date. The interest rate will reflect, among other factors, the level of market demand for the Bonds (including whether the Remarketing Agent is willing to purchase Bonds for its own account). There may or may not be Bonds tendered and remarketed on an interest rate determination date, the Remarketing Agent may or may not be able to remarket any Bonds tendered for purchase on such date at par and the Remarketing Agent may sell Bonds at varying prices to different investors on such date or any other date. The Remarketing Agent is not obligated to advise purchasers in a remarketing if it does not have third party buyers for all of the Bonds at the remarketing price. In the event a Remarketing Agent owns any Bonds for its own account, it may, in its sole discretion in a secondary market transaction outside the tender process, offer such Bonds on any date, including the interest rate determination date, at a discount to par to some investors.

The Ability to Sell the Bonds Other Than Through the Tender Process May Be Limited

The Remarketing Agent may buy and sell Bonds other than through the tender process. However, it is not obligated to do so and may cease doing so at any time without notice and may require Holders that wish to tender their Bonds to do so through the Tender Agent with appropriate notice. Thus, investors who purchase the Bonds, whether in a remarketing or otherwise, should not assume that they will be able to sell their Bonds other than by tendering the Bonds in accordance with the tender process.

Under Certain Circumstances, the Remarketing Agent May be Removed, Resign or Cease Remarketing the Bonds, without a Successor Being Named

Under certain circumstances, the Remarketing Agent may be removed or have the ability to resign or cease its remarketing efforts, without a successor having been named, subject to the terms of the Remarketing Agreement.

LEGAL MATTERS

Certain legal opinions (the "Bond Opinions") relating to the Bonds will be given by Husch Blackwell LLP, Bond Counsel, and Ballard Spahr LLP, Special Tax Counsel. The proposed forms of such opinions are attached as Appendix C hereto. Certain legal matters with respect to the Borrower will be passed upon by von Briesen & Roper, S.C., counsel to the Borrower. Certain legal matters with respect to the Underwriter will be passed upon by McGuireWoods LLP, as counsel to the Underwriter. Certain legal matters with respect to the Issuer will be passed upon by the Office of the City Attorney of the City of Green Bay, Wisconsin, as counsel to the Issuer.

The Bond Opinions will be limited to matters relating to authorization and validity of the Bonds and to the tax-exempt status of interest thereon as described in the section herein "**TAX MATTERS.**"

Bond Counsel and Special Tax Counsel have not been engaged to investigate the financial resources of the Borrower or the Bank and the Bond Opinions will make no statement as to the financial resources of the Borrower or the Bank, their ability to provide for payment of the Bonds or as to the accuracy, completeness or fairness of the information set forth herein regarding the Issuer, the Borrower or the Bank, and the Bond Opinions will make no statement as to such matters or as to the accuracy or completeness of this Limited Offering Memorandum or any other information that may have been relied on by anyone in making the decision to purchase Bonds.

LITIGATION

Issuer

There is no pending or threatened litigation seeking to restrain or enjoin the issuance, sale, execution or delivery of the Bonds, or in any way questioning or affecting the validity of the Bonds or any proceedings of the Issuer taken with respect to the issuance or sale thereof, or in any way questioning or affecting the validity of the pledge or application of any moneys, revenues or security provided for the payment of the Bonds, the use of Bond proceeds or the existence or powers of the Issuer.

Borrower

There is no litigation pending or, to the knowledge of the Borrower, threatened which could have a material adverse effect upon the business, operations or properties of the Borrower, taken as a whole.

RATINGS

The Bonds are expected to be rated "_____" by Standard & Poor's based upon the Letter of Credit provided by the Bank. Such ratings reflect only the views of such rating agency at the time such ratings are issued and an explanation of the significance of such ratings may be obtained only from such rating agency.

There is no assurance that such ratings will continue for any given period of time or that any one or more of such ratings will not be revised downward or withdrawn entirely by such rating agency if, in its judgment, circumstances so warrant.

CONTINUING DISCLOSURE

The Bonds upon initial issuance will be exempt from the continuing disclosure requirements of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended.

CERTAIN RELATIONSHIPS

Wells Fargo Bank, National Association is serving as underwriter, remarketing agent and trustee for the Bonds and will be compensated separately for serving in each capacity.

MISCELLANEOUS

The references herein to the Act, the Loan Agreement, the Indenture, the Bonds, the Note, the Letter of Credit, the Reimbursement Agreement and other materials are brief outlines of certain provisions thereof. Such outlines do not purport to be complete, and for full and complete statements of such provisions reference is made to such instruments, documents and other materials, copies of which are on file at the corporate trust office of the Trustee in Minneapolis, Minnesota.

The information contained in this Limited Offering Memorandum has been compiled or prepared from information obtained from the Borrower, the Issuer, the Bank, and official or other sources deemed to be reliable and, while not guaranteed as to completeness or accuracy, is believed to be correct as of this date. Any statements involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact.

The Issuer has consented to the use of this Limited Offering Memorandum. The contents of this Limited Offering Memorandum are the responsibility of the Borrower, except that the Issuer is responsible for the statements in the section herein "**THE ISSUER**" and "**LITIGATION – Issuer**" and the Bank is responsible for the statements in the section herein "**THE LETTER OF CREDIT AND THE REIMBURSEMENT AGREEMENT**" and in Appendices A and B hereto. The Borrower has reviewed the limited information contained herein relating to the Project, Plan of Finance, the Borrower and the summaries of all documents to which the Borrower is a party, and the Borrower has approved those portions of this Limited Offering Memorandum.

APPENDIX A

CERTAIN INFORMATION CONCERNING WELLS FARGO BANK, NATIONAL ASSOCIATION

THE BANK

The information under this heading has been provided solely by the Bank and is believed to be reliable. This information has not been verified independently by the Issuer or the Underwriter. The Issuer and the Underwriter make no representation whatsoever as to the accuracy, adequacy or completeness of such information.

Wells Fargo Bank, National Association

The Bank is a national banking association organized under the laws of the United States of America with its main office at 101 North Phillips Avenue, Sioux Falls, South Dakota 57104, and engages in retail, commercial and corporate banking, real estate lending and trust and investment services. The Bank is an indirect, wholly-owned subsidiary of Wells Fargo & Company, a diversified financial services company, a financial holding company and a bank holding company registered under the Bank Holding Company Act of 1956, as amended, with its principal executive offices located in San Francisco, California ("Wells Fargo").

The Bank prepares and files Call Reports on a quarterly basis. Each Call Report consists of a balance sheet as of the report date, an income statement for the year-to-date period to which the report relates and supporting schedules. The Call Reports are prepared in accordance with regulatory instructions issued by the Federal Financial Institutions Examination Council. While the Call Reports are supervisory and regulatory documents, not primarily accounting documents, and do not provide a complete range of financial disclosure about the Bank, the reports nevertheless provide important information concerning the Bank's financial condition and results of operations. The Bank's Call Reports are on file with, and are publicly available upon written request to the FDIC, 550 17th Street, N.W., Washington, D.C. 20429, Attention: Division of Insurance and Research. The FDIC also maintains an internet website that contains the Call Reports. The address of the FDIC's website is <http://www.fdic.gov>. The Bank's Call Reports are also available upon written request to the Wells Fargo Corporate Secretary's Office, Wells Fargo Center, MAC N9305-173, 90 South 7th Street, Minneapolis, MN 55479.

The Letter of Credit will be solely an obligation of the Bank and will not be an obligation of, or otherwise guaranteed by, Wells Fargo & Company, and no assets of Wells Fargo & Company or any affiliate of the Bank or Wells Fargo & Company will be pledged to the payment thereof. Payment of the Letter of Credit will not be insured by the FDIC.

The information contained in this section, including financial information, relates to and has been obtained from the Bank, and is furnished solely to provide limited introductory information regarding the Bank and does not purport to be comprehensive. Any financial information provided in this section is qualified in its entirety by the detailed information appearing in the Call Reports referenced above. The delivery hereof shall not create any implication that there has been no change in the affairs of the Bank since the date hereof.

APPENDIX B

FORM OF LETTER OF CREDIT

[To Come]

APPENDIX C

PROPOSED FORMS OF BOND COUNSEL OPINION AND OPINION OF SPECIAL TAX COUNSEL

Set forth below is the proposed form of opinions of Husch Blackwell LLP, Bond Counsel, and Ballard Spahr LLP, Federal Tax Counsel. It is preliminary and subject to change prior to delivery of the Bonds.

[To be Provided by Bond Counsel and Special Tax Counsel]

**REDEVELOPMENT AUTHORITY OF THE
CITY OF GREEN BAY, WISCONSIN**

**EXEMPT FACILITY VARIABLE RATE DEMAND
REDEVELOPMENT REVENUE BONDS SERIES 2019
(GREEN BAY PACKAGING INC. PROJECT)**

BOND PURCHASE AGREEMENT

June __, 2019

Redevelopment Authority of the City of Green Bay, Wisconsin
Green Bay, Wisconsin

Green Bay Packaging Inc.
Green Bay, Wisconsin

Ladies and Gentlemen:

This is to confirm the agreement between the **REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, WISCONSIN**, a redevelopment authority created by the City of Green Bay, Wisconsin (the "Authority"), **WELLS FARGO BANK, NATIONAL ASSOCIATION** (the "Underwriter"), and **GREEN BAY PACKAGING INC.**, a for-profit Wisconsin corporation (the "Borrower"), concerning the sale by the Issuer and the purchase by the Underwriter of the Issuer's \$160,000,000 in aggregate principal amount of Exempt Facility Variable Rate Demand Redevelopment Revenue Bonds Series 2019 (Green Bay Packaging Inc. Project) (the "Bonds").

The Bonds will be dated the date of their original issuance and delivery, will bear interest at rates and will mature, subject to prior redemption as set forth in the Indenture (defined herein), in years and amounts as set forth in **Exhibit A**. This offer is made subject to acceptance by the Issuer and the Borrower by 5:00 P.M. (Eastern time) on June __, 2019. If this offer is not so accepted, it is subject to withdrawal by the Underwriter upon written notice delivered to the Issuer at any time prior to acceptance.

1. Purpose of Financing and Security. The Bonds will be issued pursuant to an Indenture of Trust, dated as July 1, 2019 (the "Indenture") between the Issuer and Wells Fargo Bank, National Association, as trustee (the "Trustee"). The proceeds of the Bonds will be loaned to the Borrower pursuant to a Loan Agreement, dated as of July 1, 2019 (the "Loan Agreement"), between the Issuer and the Borrower, and the Borrower's obligation to repay the loan will be evidenced by the Borrower's promissory note (the "Note"), dated the date of its delivery. The Borrower expects to apply the proceeds from the Note, together with other available funds of the Borrower, to finance the (i) construction of an approximately 451,980 square foot facility located in the City of Green Bay, Wisconsin (the "Facility") to be operated by the Borrower to convert

recycled materials and mixed paper waste to produce liner-board and corrugating medium, (ii) acquisition and installation of related equipment at the Facility and (iii) payment of certain professional costs and costs of issuance (collectively, the "Project"). The Bonds and the interest thereon are limited obligations of the Issuer payable solely from the revenues and funds pledged under the Indenture, including payments on the Note by the Borrower, and from moneys drawn under the irrevocable direct-pay Letter of Credit dated July 2, 2019 (the "Letter of Credit") issued by Wells Fargo Bank, National Association, as credit facility issuer (the "Bank") pursuant to a Reimbursement Agreement dated as of July 1, 2019 (the "Reimbursement Agreement") between the Borrower and the Bank.

The Bonds are more fully described in the Limited Offering Memorandum with respect to the offering of the Bonds (such Limited Offering Memorandum, including the cover page and all appendices and together with any amendment or supplement thereto, the "Limited Offering Memorandum"). Unless otherwise defined herein, all capitalized terms used herein shall have the meanings set forth in the Indenture.

2. Representations and Agreements of the Issuer. The Issuer by its acceptance hereof hereby represents, covenants, and agrees with the Underwriter as follows, all of which shall survive the delivery of the Bonds:

(a) The Issuer is duly created under, validly existing and in good standing pursuant to the laws of the State of Wisconsin (the "State"), vested with the rights and powers conferred by the Section 66.1333 of the Wisconsin Statutes, as amended (the "Act").

(b) It has complied with all provisions of the Constitution and laws of the State and has full power and authority to (i) issue the Bonds to finance the Project; (ii) make the pledges and grants to the Trustee under and pursuant to the Indenture for the benefit of the owners of the Bonds; and (iii) execute, deliver and consummate all transactions contemplated by this Bond Purchase Agreement, the Bonds, the Indenture, the Loan Agreement, the Note and any other agreements relating thereto. The Issuer has taken or will take all action required by the Act and other applicable laws in connection therewith.

(c) The Issuer has by resolutions duly adopted on February 15, 2019 and June 4, 2019 (the "Bond Resolutions") duly and validly authorized all necessary action to be taken by it for (i) the issuance, sale and delivery of the Bonds upon the terms set forth herein and in the Bond Resolutions, (ii) the execution and delivery of the Indenture providing for the issuance of and security for the Bonds, (iii) the use of the proceeds of the sale of the Bonds by the Borrower pursuant to the Indenture and the Loan Agreement, (iv) the execution, delivery, receipt and due performance of the Limited Offering Memorandum, this Bond Purchase Agreement, the Loan Agreement and the Indenture (collectively, the "Issuer Documents") and all such other agreements and documents as may be required to be executed, delivered, or received by it in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Bond Resolutions, (v) the receipt of the Note and the endorsement without recourse of the Note to the order of the Trustee, (vi) the carrying out, giving effect to and consummation of the transactions contemplated hereby and by the Bond Resolutions, and (vii) the consent to the use by the Underwriter of the Limited Offering Memorandum in connection with the offering of the Bonds.

The Issuer Documents, when executed by the other parties hereto at the Closing (hereinafter defined), will have been duly and validly executed and delivered by the Issuer, will be in full force and effect as to the Issuer, and will constitute the legal, valid and binding obligations of the Issuer, enforceable in accordance with their terms, except as limited by applicable bankruptcy, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity affecting remedies. The Note, when endorsed by the Issuer to the order of the Trustee as herein and in the Indenture provided, will have been duly and validly endorsed without recourse by the Issuer to the order of the Trustee. The Bonds, when issued, delivered and paid for as herein and in the Indenture provided, will have been duly and validly authorized and issued and will constitute valid and binding limited obligations of the Issuer enforceable in accordance with their terms and provisions and entitled to the benefits and security of the Indenture. Executed originals of the Issuer Documents and certified copies of the Bond Resolutions will be delivered to the Underwriter by the Issuer at or prior to the Closing.

(d) No further consent, approval, authorization or order of any governmental or regulatory authority is required to be obtained by the Issuer as a condition precedent to the issuance of the Bonds or the execution and delivery by the Issuer of the Issuer Documents, the performance by the Issuer of its obligations thereunder, or the assignment of the Note and substantially all of the Issuer's rights under the Loan Agreement (provided no representation or warranty is expressed as to any action required under federal or state securities or "blue sky" laws in connection with the purchase or distribution of the Bonds by the Underwriter). The final terms of the Bonds are within the parameters approved by the Issuer.

(e) To the Issuer's knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting the Issuer or, to the knowledge of the Issuer, any meritorious basis therefore, (i) attempting to limit, enjoin or otherwise restrict or prevent the Issuer from functioning or contesting or questioning the existence of the Issuer or the titles of the present officers of the Issuer to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the existence or powers of the Issuer or the validity or enforceability of the Bonds or the Issuer Documents or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby including, without limitation, the Bonds, the Issuer Documents or the Limited Offering Memorandum; or (B) adversely affect (1) the transactions contemplated by the Bonds or the Issuer Documents; or (2) the exemption of the interest on the Bonds from federal or State of Wisconsin income taxation.

(f) When authenticated by the Trustee and delivered to and paid for by the Underwriter in accordance with the terms of the Indenture and this Bond Purchase Agreement, the Bonds (i) will have been duly authorized, executed and issued, (ii) will constitute legal, valid and binding limited obligations of the Issuer enforceable in accordance with their terms, except as limited by bankruptcy, insolvency, reorganization, moratorium and similar laws and usual equity principles, and (iii) will be secured by the Indenture. The Bonds and the interest, purchase price and premium, if any, thereon shall not constitute a general obligation or indebtedness of the Issuer, the City of Green Bay, the County of Brown or of the State of Wisconsin, or any political subdivision thereof within the meaning of any provision of the Constitution or laws of the State of Wisconsin and shall not constitute or give rise to a pecuniary liability of the Issuer, the City of

Green Bay, the County of Brown, the State of Wisconsin or any political subdivision thereof or a charge against the general credit or taxing power, if any, of the Issuer, the City of Green Bay, the County of Brown, the State of Wisconsin or any political subdivision thereof. The Issuer has no taxing power.

(g) The Issuer is not in violation of the Act, the Bond Resolutions, its bylaws or, to the best of its knowledge, any existing law, rule or regulation applicable to it and is not in default under any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the Issuer is a party or by which it is bound or to which any of its assets are subject, and the execution and delivery by the Issuer of the Issuer Documents and the Bonds, the assignment of the Note and substantially all of the Issuer's rights under the Loan Agreement and the compliance with the terms and conditions thereof will not conflict with or result in the breach of or constitute a default under any of the foregoing. No event has occurred and is continuing that, with the passage of time or the giving of notice or both, would constitute such a breach or default. Notwithstanding the foregoing, this representation does not include a default with respect to other financings in which the Issuer has acted as "conduit issuer" for other public or private entities not affiliated with the Borrower, wherein a default by such public or private entity would not have a material adverse effect on the credit of the Issuer or of the Borrower.

(h) The Issuer is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money or under any instrument under or subject to which any indebtedness has been incurred. To the Issuer's knowledge, no event has occurred or is continuing under any such financing document(s) that, with the lapse of time or the giving of notice, or both, would constitute an event of default thereunder. Notwithstanding the foregoing, this representation does not include a default with respect to other financings in which the Issuer has acted as "conduit issuer" for other public or private entities not affiliated with the Borrower, wherein a default by such public or private entity would not have a material effect on the credit of the Issuer or of the Borrower.

(i) The information contained in the Limited Offering Memorandum in the sections "THE ISSUER" and "LITIGATION – The Issuer" do not contain any untrue statement of a material fact and does not omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(j) The Issuer will cooperate with the Underwriter in the qualification of the Bonds for offering and sale and the determination of their eligibility for investment under the securities or "blue sky" laws of such jurisdictions as the Underwriter shall designate; provided, however, the Issuer shall not be required to register as a dealer or broker in any such jurisdiction, nor execute a general consent to service of process or qualify to do business in connection with any such qualification of the Bonds in any such jurisdiction. The Borrower shall pay any costs incurred by the Issuer in performing such duties.

(k) Upon the issuance and delivery of the Bonds, there will be no other obligations that are secured under the Indenture.

(l) To the best of the Issuer's knowledge, neither the Issuer nor anyone authorized to act on its behalf has, directly or indirectly, offered the Bonds for sale to, or solicited any offer to buy the same from, anyone other than the Underwriter.

(m) To the best of the Issuer's knowledge, neither the Securities and Exchange Commission nor any state securities commission has issued or threatened to issue any order preventing or suspending the use of the Limited Offering Memorandum.

(n) The Issuer acknowledges and agrees that these representations are made to induce the Underwriter to act as exclusive selling agent with respect to the Bonds.

(o) Any certificate signed by an authorized officer of the Issuer delivered to the Underwriter shall be deemed a representation by the Issuer to the Underwriter as to the statements made therein.

3. Representations and Warranties of the Borrower. In order to induce the Underwriter and the Issuer to enter into this Bond Purchase Agreement, the Borrower represents, warrants and covenants to and with the Underwriter and the Issuer as follows, all of which shall survive the delivery of the Bonds:

(a) The Borrower is a corporation duly organized and validly existing under the laws of the State of Wisconsin, has all necessary corporate power and authority to enter into, deliver, carry out and consummate this Bond Purchase Agreement, the Loan Agreement, the Note, the Remarketing Agreement and the Reimbursement Agreement (collectively, the "Borrower Documents"), and, by proper corporate action, has duly authorized or will duly authorize the execution and delivery of the Borrower Documents, and the approval of the terms of the Indenture.

(b) The proceeds of the sale of the Bonds to be loaned by the Issuer to the Borrower are expected to be applied as described under the section "PLAN OF FINANCE" in the Limited Offering Memorandum. The Project is of a type authorized and permitted by the Act.

(c) The Borrower has duly authorized all actions required to be taken by it for (i) the execution, delivery and due performance of the Borrower Documents and the undertaking of the Project and approval of the terms of the Indenture, and (ii) the delivery of the Limited Offering Memorandum, and any and all such other agreements and documents as may be required to be executed, delivered or performed by the Borrower in order to carry out, give effect to and consummate the transactions contemplated on its part hereby and by each of the aforesaid documents.

(d) The Borrower Documents are in the forms approved by the officers of the Borrower and upon the execution and delivery thereof, each will constitute the valid and legally binding (and in the case of the Note, limited) obligation of the Borrower, enforceable in accordance with its terms, subject in each case to usual principles of equity and to any applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or other laws affecting the enforcement of creditors' rights generally from time to time in effect.

(e) The execution and delivery of the Borrower Documents, the performance by the Borrower of its obligations thereunder and the approval of the Limited Offering Memorandum will not conflict with or constitute a violation of, breach of or result in a default under (i) the articles of incorporation, by-laws or other governing instruments of the Borrower, (ii) to the best of the knowledge of the Borrower, any federal or Wisconsin constitutional or statutory provision, (iii) any mortgage, lease, resolution, agreement or other instrument to which the Borrower is a party or by which it is bound, or (iv) to the best of the knowledge of the Borrower, any order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Borrower or its property.

(f) No further consent, approval, authorization or order of any governmental or regulatory authority is required to be obtained by the Borrower as of the date hereof or as a condition precedent to the undertaking of the Project, the execution and delivery by the Borrower of the Borrower Documents or the performance by the Borrower of its obligations thereunder (except any consents or other matters as to compliance with state securities or "blue sky" laws, as to which no representation or warranty is made herein).

(g) The Borrower is not a party to any contract or agreement or subject to any charter or other provision the performance or breach of which would have a material adverse effect on the financial condition or operations of the Borrower or its ability to undertake the Project.

(h) The Borrower is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money or under any instrument under or subject to which any indebtedness has been incurred. No event has occurred or is continuing that, with the lapse of time or the giving of notice, or both, would constitute an event of default thereunder.

(i) To the best of the knowledge of the Borrower, the Borrower is not in violation in any material respect of any existing law, rule or regulation applicable to it and is not in material default under any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other material agreement, instrument or restriction of any kind to which the Borrower is a party or by which it is bound or to which any of its assets are subject, and the undertaking of the Project and the execution and delivery by the Borrower of the Borrower Documents and the compliance with the terms and conditions thereof will not conflict with or result in the breach of or constitute a default under any of the foregoing.

(j) There is no litigation at law or in equity, or any proceeding before any governmental agency, pending or, to the knowledge of the Borrower, threatened, in which any liability of the Borrower is not adequately covered by insurance or in which any judgment or order directed to the Borrower would have a material adverse effect upon the operations or assets of the Borrower or affect (i) the organization and existence of the Borrower, (ii) its authority to execute and deliver the Borrower Documents, (iii) the validity or enforceability of any such instruments or the transactions contemplated thereby, (iv) the title of the officers who executed or will execute such instruments, or (v) any authority or proceedings relating to the execution and delivery of such instruments by the Borrower.

(k) To the best of the knowledge of the Borrower, neither the Borrower nor anyone authorized to act on its behalf has, directly or indirectly, offered the Bonds for sale to, or solicited any offer to buy the same from, anyone other than the Underwriter.

(l) Neither the Securities and Exchange Commission nor any state securities commission has issued or, to the best of the knowledge of the Borrower, threatened to issue, any order preventing or suspending the use of the Limited Offering Memorandum or otherwise seeking to enjoin the offer or sale of the Bonds.

(m) Any certificate signed by an authorized officer of the Borrower and delivered to the Issuer or the Underwriter shall be deemed a representation and warranty by the Borrower to the Issuer or the Underwriter as to the statements made therein.

(n) The Borrower will cooperate with the Underwriter and its counsel in any reasonable endeavor to qualify the Bonds for offering and sale under the securities or "blue sky" laws of such jurisdictions of the United State of America as the Underwriter may request, provided the Borrower shall not be required to take any action which would subject it to general service of process or to qualify as a foreign corporation in any jurisdiction where it is not now so subject.

(o) As of the date of, the Limited Offering Memorandum, the information relating to the Borrower and the Project contained in the Limited Offering Memorandum, does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The preceding representation is subject to the limitation that information about the Borrower and the Project is not intended to include all information necessary to present fairly the business and affairs of the Borrower and the risks involved with the Project, and no representation is made that such information would be adequate for such purpose. Further, the Limited Offering Memorandum contains specific notice to prospective purchasers of the Bonds that they should look primarily to the Letter of Credit to provide payment on the Bonds. The Borrower authorizes and consents to the use of the Limited Offering Memorandum by the Underwriter in the offering and sale of the Bonds.

4. Issuance, Sale and Purchase of the Bonds.

(a) On the basis of the representations and warranties contained herein and in the other agreements referred to herein and subject to the terms and conditions set forth herein, the Issuer agrees to issue and sell to the Underwriter, and the Underwriter agrees to purchase from the Issuer, all, but not less than all, of the Bonds at a price of \$_____, which is the par amount of the Bonds of \$160,000,000 minus an underwriting discount of \$_____. The closing and delivery of the Bonds (the "Closing") will be at the offices of Husch Blackwell LLP, Milwaukee, Wisconsin, upon payment therefor in same day federal funds to the Trustee for the account of the Issuer, prior to the close of business on July 2, 2019, or such other place and time as the Underwriter and the Borrower may agree in writing (the "Closing Date"). The Bonds shall be held by the Trustee, pursuant to DTC's "FAST" system, and delivered to the Underwriter through the facilities of The Depository Trust Company, New York, New York ("DTC"). One fully-registered Bond in the aggregate principal amount of the Bonds shall be issued to and registered in the name

of Cede & Co., nominee for DTC, as securities depository, and the beneficial interests in the Bonds so registered will be credit to such accounts with DTC as the Underwriter shall designate. If the Borrower prepares an amendment or supplement to the Limited Offering Memorandum, the Underwriter may postpone the Closing Date to the tenth business day after the preparation of such amendment or supplement or such other time as the Underwriter and the Borrower determine.

(b) Neither the failure to print the CUSIP identification number on the Bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Bonds in accordance with the terms hereof.

(c) Neither the Bonds, any underlying security, nor the Indenture will be registered or qualified under the Securities Act of 1933, as amended (the "1933 Act"), or the Indenture Act of 1939, as amended. The Bonds will be offered and sold pursuant to an exemption granted by the 1933 Act.

5. Limited Offering Memorandum Offering by Underwriter.

(a) The Issuer, at the expense of the Borrower, shall furnish the Underwriter, within one business day from the date hereof, with such number of additional copies of the Limited Offering Memorandum, which need not be manually executed, as the Underwriter may reasonably request for use in the offering and sale of the Bonds. The Limited Offering Memorandum, including any amendments thereto, shall be prepared in word-searchable PDF format as described in the Municipal Securities Rulemaking Board's ("MSRB") Rule G-32 and an electronic copy of the word-searchable PDF format of the Limited Offering Memorandum shall be provided to the Underwriter no later than one (1) business day prior to the Closing Date to enable the Underwriter to comply with MSRB Rule G-32. The Underwriter agrees to file copies of the Limited Offering Memorandum with the MSRB.

(b) The Underwriter represents and warrants that it will offer the Bonds only pursuant to the Limited Offering Memorandum and only in states where the offer and sale of the Bonds are legal, either as exempt securities, in exempt transactions or as a result of due registration of the Bonds for sale in any such state.

(c) The Borrower, on behalf of the Issuer, shall take all actions and provide all information reasonably requested by the Underwriter to ensure that the Limited Offering Memorandum at all times during the initial limited offering and distribution of the Bonds does not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. If between the date of this Bond Purchase Agreement and the date 25 days after the End of the Underwriting Period (as hereinafter defined), any event shall occur and become known, or any pre-existing fact or condition shall become known that, in the reasonable judgment of the Underwriter, might cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact that should be included for the purposes for which the Limited Offering Memorandum was to be used or that is necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer and the Borrower shall promptly notify the Underwriter thereof,

and if in the reasonable opinion of the Underwriter such event, fact or condition requires the preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the Issuer at the Borrower's cost and direction will supplement or amend the Limited Offering Memorandum in a form and in a manner approved by the Underwriter. For the purposes of this Bond Purchase Agreement, the term "End of Underwriting Period" shall be the later of the Closing Date or when the Underwriter no longer retains an unsold balance of the Bonds for sale to the public. If the underwriting period does not end on the Closing Date, the Underwriter will advise the Issuer and the Borrower when the underwriting period has ended; provided that the underwriting period will end not more than 90 days after the Closing Date. The Underwriter will use its best efforts to end the underwriting period as soon as possible.

(d) The Issuer and the Borrower agree to notify the Underwriter immediately of receipt of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

(e) The Borrower agrees to indemnify and hold harmless the Issuer and the Underwriter, and each member, director, officer, employee or agent of the Issuer and the Underwriter, and each person, if any, who controls the Issuer or the Underwriter within the meaning of Section 15 of the 1933 Act, or Section 20 of the Securities Exchange Act of 1934, as amended, against any losses, claims, damages, liabilities or expenses, joint or several, to which any of them may become subject, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Limited Offering Memorandum, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each of them for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that the Borrower shall not be liable in any such case to the extent that any such loss, claim, damage, liability or expense arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Limited Offering Memorandum or any such amendment or supplement (1) in reliance upon and in conformity with written information furnished to the Borrower by the Underwriter for the sections entitled "UNDERWRITER" and "REMARKETING AGENT" expressly for use therein, (2) in reliance upon and in conformity with written information furnished to the Borrower by the Issuer for the sections entitled "THE ISSUER" and "LITIGATION – The Issuer", or (3) describing or relating to DTC and the book-entry system for the Bonds.

(f) Promptly after receipt by an indemnified party under subsection (e) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the Borrower under such subsection, notify the Borrower in writing of the commencement thereof; but the omission so to notify the Borrower shall not relieve it from any liability that it may have to any indemnified party (i) under this Section, so long as the Borrower is given the reasonable opportunity to defend such claim, and (ii) otherwise than under such subsection. In case any such action shall be brought against any indemnified party and it shall notify the Borrower of the commencement thereof, the Borrower shall assume the defense thereof, with counsel satisfactory to such indemnified party; provided, however, if the defendants

in such action include both the indemnified party and the Borrower and the indemnified party shall have reasonably concluded that there may be legal defenses available to it which are different from or in addition to those available to the Borrower, the indemnified party shall have the right to select appropriate counsel to assume such legal defenses and to otherwise participate in the defense of such action on behalf of such indemnified party. Upon assumption of the defense of such action by the Borrower and approval by the indemnified party of counsel, the Borrower shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation unless the indemnified party shall have employed counsel in accordance with the proviso to the immediately preceding sentence. The Borrower shall not, in connection with any one action or claim, or separate but substantially similar actions or claims arising out of the same general allegations, be liable for the fees and expenses of more than one separate firm of attorneys at any time for all indemnified parties, except to the extent that local counsel, in addition to regular counsel, is required in order to defend effectively against such action or claim. The Borrower shall not, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party. The Borrower shall not be liable for any settlement of any action effected without its written consent, but if settled with such consent or if there is a final judgment for the plaintiff in such action, the Borrower agrees to indemnify and hold harmless the indemnified party from and against such loss or liability by reason of such settlement or judgment to the extent required hereby. Notwithstanding any provision of this subsection (f) to the contrary, the Issuer, each member, officer, employee and agent of the Issuer and any person who controls the Issuer as aforesaid shall have the right to retain separate counsel in any such action and to participate in the defense thereof at the Borrower's expense.

(g) If the indemnification provided for in this section is unavailable to or insufficient to hold harmless an indemnified party under subsection (f) above in respect of any losses, claims, damages, liabilities or expenses (or actions in respect thereof) referred to therein, then the Borrower in lieu of indemnifying such indemnified party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages, liabilities or expenses (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Borrower on the one hand and the Underwriter on the other from the offering of the Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law or if the indemnified party failed to give the notice required under subsection (b) above, then the Borrower shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Borrower on the one hand and the Underwriter on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Borrower on the one hand and the Underwriter on the other shall be deemed to be in the same proportion as the total net proceeds from the offering of the

Bonds (before deducting costs of issuance other than underwriting discounts, fees and commissions) received by the Borrower in the underwritten public offering bear to the total underwriting discounts, fees and commissions received by the Underwriter with respect to the Bonds purchased in the underwritten public offering. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Borrower on the one hand or the Underwriter on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Borrower and the Underwriter agree that it would not be just and equitable if contributions pursuant to this subsection (g) were determined by *pro rata* allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (g). The amount paid or payable by an indemnified party as a result of the losses, claims, damages, liabilities or expenses (or actions in respect thereof) referred to above in this subsection (g) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

The obligations of the Borrower under this Section shall be in addition to any liability that the Borrower may otherwise have.

(h) The Issuer, at the expense of the Borrower (except as to any default by the Issuer hereunder) and the Borrower will take all actions and provide all information with respect to the sections or portions thereof covered by representations and warranties by the Issuer or the Borrower, as applicable, pursuant to paragraphs 2(j) or 3(n), reasonably requested by the Underwriter necessary or desirable to register the Bonds under, or comply with, the blue sky laws in the states in which the Bonds are to be offered by the Underwriter or to ensure that the Limited Offering Memorandum at all times during the initial offering and distribution of the Bonds does not contain any untrue statement of a material fact and does not omit to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(i) In order to assist the Wells Fargo Bank, NA, in its capacity as the remarketing agent for the Bonds, (the "Remarketing Agent") to comply with its obligations under Municipal Securities Rulemaking Board ("MSRB") Rule G-34(c), the Borrower agrees to provide to the Remarketing Agent on the Closing Date with the Liquidity Documents. "Liquidity Documents" shall mean (i) the letter of credit agreement (i.e. the Reimbursement Agreement), (ii) the standby bond purchase agreement, (iii) any other document that establishes an obligation to provide liquidity for variable rate demand obligations, (iv) those documents that include provisions detailing critical aspects of the liquidity provisions for variable rate demand obligations, including, but not limited to, (a) the circumstances under which a liquidity facility may terminate, (b) the notice period for bondholder tenders and (c) the term out (amortization) period for variable rate demand obligations held by the liquidity provider, (v) any amendment, extensions, renewals, replacements or terminations thereof, and (v) any other document required to comply with MSRB Rule G-34(c), as it may be amended from time to time; and, in each case where required to be

delivered, such delivery shall be by electronic means in a word-searchable PDF file (or in such other form as the remarketing agent shall notify the Issuer/Borrower in writing) labeled with the following information: (a) CUSIP number; (b) name of issuer; (c) name of transaction; (d) name of document; and (e) whether the document is an execution version or a redacted version.

6. Conditions. The Underwriter's obligations hereunder shall be subject to the due performance in all material respects by the Issuer and the Borrower of their obligations and agreements to be performed hereunder at or prior to the Closing and to the accuracy of and compliance with in all material respects their representations and warranties contained herein and in the Indenture and the Loan Agreement, as of the date hereof and on the Closing, and are also subject to receipt of the following evidence and documents and satisfaction of the following conditions, as appropriate, at or prior to the Closing:

(a) The Bonds, the Indenture, the Loan Agreement, the Note, the Remarketing Agreement and the Reimbursement Agreement shall have been duly authorized, executed and delivered by the respective parties thereof in the forms heretofore approved by the Underwriter with only such changes therein as shall be mutually agreed upon by the parties thereto and the Underwriter, and shall be in full force and effect on the date of Closing.

(b) At or before the Closing, the Underwriter and the Issuer shall receive:

(1) A certified copies of the Bond Resolutions approving the Bonds and related documentation;

(2) A certificate of the Borrower dated the Closing Date and executed by its appropriate officers confirming (A) the accuracy on such date of representations and warranties of the Borrower contained in the Borrower Documents, (B) performance by the Borrower of its obligations hereunder, (C) that there has been no material adverse change in the condition (financial or otherwise) of the Borrower, (D) no litigation of which the Borrower has received notice is pending or, to the best of his knowledge, threatened against the Borrower (i) to restrain or enjoin the issuance or delivery of the Bonds or the collection of revenues pledged under the Indenture, (ii) in any way contesting or affecting any authority for the issuance of the Bonds or the validity of the Bonds or the Borrower Documents or (iii) in any way contesting the corporate existence or powers of the Borrower; (iv) to the best of his knowledge, no event affecting the Borrower has occurred since the date of the Limited Offering Memorandum considering the purpose for which it is to be used which is necessary to be disclosed therein in order to make the statements and information therein not misleading in any material respect;

(3) A certificate of the Issuer dated the Closing Date and executed by its Chair or Vice Chair confirming (A) the accuracy on such date with the representations of the Issuer contained in the Issuer Documents, (B) performance by the Issuer of its obligations hereunder, (C) that the Bond Resolutions and the Issuer Documents are in full force and effect on such date and have not been amended, modified, or supplemented, except as may have been agreed to by the Underwriter, (D) to the best of his knowledge, no event affecting the Issuer has occurred since the date of the Limited Offering Memorandum considering the purpose for which it is to be used which is necessary to be disclosed therein in order to make the statements and information,

with the sections "THE ISSUER" and "Litigation – The Issuer", therein not misleading in any material respect, and (E) no litigation is pending, or to his knowledge, threatened against the Issuer (i) to restrain or enjoin the issuance or delivery of the Bonds or the collection or application of revenues pledged under the Indenture, (ii) in any way contesting or affecting for the issuance of the Bonds or the validity of the Bonds or any of the other Bond Documents or (iii) in any way contesting the existence or powers of the Issuer, and (E) that all the limitations, conditions and provisions precedent to the issuance of the Bonds have been observed, met and satisfied;

(4) An opinion of Husch Blackwell LLP, bond counsel, in substantially the form attached as Appendix D to the Limited Offering Memorandum and dated the Closing Date, together with a supplemental opinion of Husch Blackwell LLP, bond counsel, in substantially the form attached hereto as **Exhibit C** and dated the Closing Date;

(5) An opinion of Ballard Spahr LLP, federal tax counsel, in substantially the form attached as Appendix D to the Limited Offering Memorandum and dated the Closing Date and a letter from federal tax counsel dated the Closing Date and addressed to the Underwriter and the Trustee to the effect that such approving opinion may be relied upon by the Underwriter and the Trustee as if such opinion had been addressed to the Underwriter and the Trustee.

(6) An Opinion of Godfrey & Kahn, S.C., Milwaukee, Wisconsin, counsel to the Bank, dated the Closing Date, addressed to the Underwriter, the Issuer, the Trustee, and the Borrower, in form satisfactory to the Underwriter, confirming the enforceability of the Letter of Credit and the exempt status of the Letter of Credit under the 1933 Act.

(7) An opinion of Ballard Spahr LLP, special federal tax counsel, in substantially the Form attached as Appendix D to the Limited Offering Memorandum and dated the Closing Date;

(8) An opinion of the Office of the City Attorney of the City of Green Bay, Wisconsin, counsel for the Issuer, in substantially the form attached hereto as **Exhibit B** and dated the Closing Date;

(9) An opinion of counsel for the Borrower, in substantially the form attached hereto as **Exhibit D** and dated the Closing Date;

(10) An opinion of McGuireWoods LLP, counsel for the Underwriter, in form and substance satisfactory to the Underwriter and dated the Closing Date;

(11) Confirmation of receipt by Bond Counsel of Internal Revenue Service Form 8038 completed with respect to the Bonds, together with a certificate executed by appropriate officers of the Issuer with respect to the information contained therein;

(12) Receipt by the Underwriter of letters confirming the credit rating for the Bonds from Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. ("S&P"), of "____ / ____";

(13) A copy of the fully executed Letter of Credit;

(14) A certificate of the Bank, dated the Closing Date in form satisfactory to the Underwriter and the Underwriter's counsel;

(15) A certificate by an appropriate officer of the Trustee, of the authorization of the Trustee to perform its duties and obligations under the Indenture;

(16) A copy of the articles of incorporation of the Borrower, certified by the appropriate officer of the Wisconsin Department of Financial Institutions, together with proof of recent date, satisfactory to counsel to the Underwriter, of the good standing of the Borrower and a copy of the bylaws of the Borrower.

(17) A certified copy of the resolution of the governing body of the Borrower authoring the execution and delivery of the Bond Documents to which the Borrower is a party and the approval of the Limited Offering Memorandum and the Indenture, certified by its Secretary or an Assistant Secretary;

(18) Such additional certificates and other documents, agreements and opinions as the Underwriter may reasonably request to evidence performance of or compliance with the provisions hereof and the transactions contemplated hereby and by the Bond Resolutions, all such certificates and other documents to be satisfactory in form and substance to the Underwriter.

All opinions shall be addressed to the Underwriter, or shall be covered by a reliance letter addressed to the Underwriter, and may also be addressed to such other parties as the giver of such opinion agrees thereto. All certificates, if addressed to any party, shall also be addressed to the Underwriter.

All such opinions, letters, certificates, and documents shall be in compliance with the provisions hereof only if they are in all material respects satisfactory to the Underwriter and to counsel to the Underwriter. If any condition of the Underwriter's obligation hereunder to be satisfied prior to the Closing is not so satisfied, this Bond Purchase Agreement may be terminated by the Underwriter by notice in writing or by facsimile or telegram to the Issuer. The Underwriter may waive in writing compliance by the Issuer of any one or more of the foregoing conditions or extend the time for their performance.

7. Termination. The Underwriter may terminate this Bond Purchase Agreement with no liability to them at any time prior to the Closing Date by written notice to the Issuer and the Borrower if between the date hereof and the Closing Date:

(a) The Borrower shall have sustained a substantial loss by fire, flood, accident or other calamity that, in the reasonable judgment of the Underwriter, renders it inadvisable to proceed with the sale of the Bonds, whether or not such loss shall have been insured;

(b) (i) Legislation shall be enacted or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the

Congress by any committee of such House to which such legislation has been referred for consideration or shall be introduced in Congress and have an effective date prior to its date of enactments, (ii) a decision by a court of the United States or the United States Tax Court shall be rendered, or (iii) a ruling, regulation or statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed to be made with respect to federal taxation upon revenues or other income of the Borrower or similar institutions or upon interest on obligations of the general character of the Bonds, or (iv) other action or events shall have transpired which (1) may have the purpose or effect, directly, or indirectly of changing the federal income tax consequences of any of the transactions contemplated in connection herewith or (2) in the reasonable opinion of the Underwriter, materially adversely affects the market price of the Bonds, or the market price generally of obligations of the general character of the Bonds;

(c) Legislation shall have been proposed or a decision shall have been rendered by a court of the State or an order or ruling shall have been made or a regulation shall have been proposed or made or a press release or other form of notice shall have been issued by a Wisconsin taxing authority, upon interest on obligations of the general character of the Bonds, that may have the purpose or effect, directly or indirectly, of changing the Wisconsin tax consequences of any of the transactions contemplated in connection herewith, or, in the reasonable opinion of the Underwriter, affects materially and adversely the market for the Bonds, or the market price generally of obligations of the general character of the Bonds;

(d) Any legislation, ordinance, rule or regulation shall have been enacted or proposed or actively considered for enactment by any governmental body, department or agency of the State, or any decision by any court of competent jurisdiction within the State, shall have been rendered that in the reasonable opinion of the Underwriter, materially and adversely affects the marketability of the Bonds;

(e) An event shall have occurred which in the reasonable opinion of the Underwriter requires the preparation and publication of a supplement or amendment to the Limited Offering Memorandum and the Borrower and the Issuer shall have failed to prepare and publish an appropriate supplement or amendment to the Limited Offering Memorandum;

(f) The Borrower has, without the prior written consent of the Underwriter, offered or issued any bonds, notes or other obligations for borrowed money, or incurred any material liabilities, direct or contingent (other than described in the Limited Offering Memorandum), or there has been an adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the Borrower;

(g) There shall have occurred any outbreak or escalation of hostilities or any national or international calamity or crisis including financial crises, or a financial crisis or a default with respect to the debt obligations of, or the institution of proceedings under the federal or the state bankruptcy laws by or against, the United States or the State of Wisconsin, or any agency or instrumentality thereof, the effect of which on the financial markets of the United States being such as, in the reasonable judgment of the Underwriter, would make it impracticable for the Underwriter to market the Bonds or to enforce contracts for the sale of the Bonds;

(h) There shall be in force a general suspension of trading on the New York Stock Exchange or other national securities exchange, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange or other national securities exchange, whether by virtue of a determination by any such exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction;

(i) A general banking moratorium shall have been declared by either federal, Wisconsin or New York authorities;

(j) Subsequent to the date hereof, legislation shall have been proposed by the President of the United States or the Securities & Exchange Commission or any member of the United States Congress or favorably reported for passage to either house of the Congress by any committee of such house to which such legislation has been referred for consideration, or legislation pending in the Congress of the United States shall be amended, or any legislation shall have been enacted, any decision by a court of the United States shall have been rendered or any stop order, ruling, regulation or release by or on behalf of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall have been made or proposed to the effect that obligations of the general character of the Bonds are not exempt from registration, qualification or other requirements of the Securities Act of 1933 or the Indenture Act of 1939, each as then in effect;

(k) A stop order, ruling, regulation or Limited Offering Memorandum by or on behalf of the Securities and Exchange Commission shall be issued or made to the effect that the issuance, offering or sale of the Bonds, or of obligations of the general character of the Bonds as contemplated hereby, is in violation of any provision of the 1933 Act, the Securities Exchange Act of 1934, as amended, or the Indenture Act of 1939, as amended;

(l) Any state "blue sky" or securities commission shall have withheld registration, exemption or clearance of the offering and, in the reasonable opinion of the Underwriter, the market for the Bonds is materially and adversely affected thereby;

(m) Any event shall have occurred or shall exist that, in the reasonable opinion of the Underwriter, (i) makes untrue or incorrect as of the Closing Date any material statement or information contained in the Limited Offering Memorandum, or (ii) is not reflected in the Limited Offering Memorandum but should be reflected therein in order to make the statements and information contained therein, in light of the circumstances under which they were made, not misleading as of the Closing Date;

(n) There shall have been any material adverse change in the affairs of the Borrower that in the Underwriter's reasonable judgment will materially adversely affect the market for the Bonds;

(o) S&P shall have taken any action to lower (including a change to negative outlook), suspend or withdraw its rating on the Bonds if such action, in the reasonable opinion of

the Underwriter, materially and adversely affects (i) the marketability of the Bonds, or (ii) the Underwriter's ability to enforce contracts for the sale of any of the Bonds; or

(p) In the reasonable opinion of the Underwriter, the market price of any Bonds or the market price generally of obligations of the general character of the Bonds, has been adversely affected because (i) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange, or (ii) the New York Stock Exchange, other national securities exchange or any governmental authority shall have imposed as to any Bonds or similar obligations any material restrictions not now in force, or increased materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter.

8. Expenses.

(a) The Borrower has agreed to pay the Underwriter's discount set forth in paragraph 4 herein and inclusive in the expense component of the Underwriter's discount are actual expenses incurred by the Underwriter on behalf of the Borrower in connection with the marketing, issuance, and delivery of the Bonds, including, but not limited to, advertising expenses, the costs of any preliminary and final blue sky memoranda and CUSIP fees. The Borrower agrees to cause to be paid from the proceeds of the Bonds (in an amount which when added to the Underwriter's discount shall not exceed 2% of the amount of the proceeds derived from the limited offering of the Bonds) or from the Borrower's own funds:

(1) the cost of the preparation (including printing and distribution), issuance, delivery, filing and/or recording of the Borrower Documents, the Indenture, and the Limited Offering Memorandum (all in such reasonable quantities as may be requested by the Underwriter) and any documents related thereto, including any related blue sky filing or compliance costs;

(2) the cost of the preparation and delivery of the Bonds;

(3) the fees and disbursements of Bond Counsel, federal tax counsel, counsel to the Issuer, counsel to the Borrower, counsel to the Bank and counsel to the Underwriter;

(4) the fees and disbursements of any rating agencies rating the Bonds;

(5) the fees and disbursements (including counsel fees and disbursements) of the Trustee; and

(6) the fees and disbursements of any other counsel, experts or consultants (including accountants) retained by the Issuer or the Borrower in connection with the issuance of the Bonds.

(b) Notwithstanding any other provision of this Bond Purchase Agreement, in the event of the Borrower's failure to deliver the Bonds as a result of the Borrower's failure to take any action or perform any condition required of it under this Bond Purchase Agreement on the Closing Date or if the Borrower is unable on the Closing Date to satisfy the conditions of the

Underwriter contained in this Bond Purchase Agreement, the Borrower will also pay all properly documented expenses incurred by the Underwriter, including counsel fees, in connection with the Bonds and the preparation of their issuance and sale and the costs incurred to qualify the Bonds for sale.

9. Establishment of Issue Price.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, substantially in the form attached hereto as **Exhibit E**, together with the supporting pricing wires or equivalent communications, with such modifications as may be deemed appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) The Issuer represents that it will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of the Bonds.

(c) Reserved.

(d) The Underwriter confirms that:

(1) any selling group agreement and each retail distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The Issuer acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that the Underwriter or selling group member is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-price rule as applicable to the Bonds.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) "public" means any person other than an underwriter or a related party to an underwriter,

(2) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(3) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser have greater than 50% common ownership, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(4) "sale date" means the date of execution of this Bond Purchase Agreement by all parties.

10. Notices. All communications hereunder shall be in writing and shall be deemed delivered, if delivered in person, or sent by certified mail, return receipt required, to the respective parties as follows: to the Underwriter, 550 South Tryon Street, 27th Floor, Mailcode: D1086-271, Charlotte, North Carolina 28202 (Attention: John Wooten, Head of Municipal Placements); to the Issuer, 100 North Jefferson Street, Green Bay, Wisconsin 54301 (Attention: Finance Director/Comptroller); or to the Borrower, 1700 North Webster Court, Green Bay, Wisconsin 54302 (Attention: Corporate Controller).

11. Survival of Certain Representations, Warranties and Covenants. The respective representations, covenants and other statements of the Issuer and the respective representations, warranties, covenants and other statements of the Borrower set forth in or made pursuant to this Bond Purchase Agreement will remain in full force and effect, regardless of any investigation, or statement as to the results of any investigation, made by or on behalf of the Underwriter, the Issuer or the Borrower and will survive delivery of and payment for the Bonds or any termination of this Bond Purchase Agreement.

12. Authorization and Consent. The Issuer authorizes copies of the Indenture, the Loan Agreement and the Limited Offering Memorandum to be used by the Underwriter in connection with the limited offering and sale of the Bonds.

13. Benefits of Bond Purchase Agreement. This Bond Purchase Agreement is solely for the benefit of the Issuer, the Underwriter, the Borrower and their respective successors, and no other person shall acquire or have any right under or by virtue of this Bond Purchase Agreement. The term "successors" as used in this Bond Purchase Agreement shall not include any purchaser of the Bonds, as such a purchaser, from the Underwriter.

14. Severability. In case any one or more of the provisions of this Bond Purchase Agreement, for any reason, is held to be illegal or invalid, such illegality or invalidity will not affect any other provisions of this Bond Purchase Agreement, and this Bond Purchase Agreement will be construed and enforced as if such illegal or invalid provisions had not been contained in it.

15. Governing Law. This Bond Purchase Agreement will be construed and enforced in accordance with the laws of the State of Wisconsin without regard to its conflict of law principles.

16. No Advisory or Fiduciary Role. Each of the Issuer and the Borrower acknowledges and agrees that: (a) the transactions contemplated by this Bond Purchase Agreement are arm's length, commercial transactions among the Issuer, the Borrower and the Underwriter, in which Wells Fargo Bank, NA, through the Wells Fargo Bank, NA Municipal Products Group, which conducts municipal securities sales, trading and underwriting operations on behalf of Wells Fargo Bank, NA acting solely as a principal and not acting as a municipal advisor, financial advisor or fiduciary to the Borrower; (b) the Underwriter has not assumed any advisory or fiduciary responsibility to the Issuer or the Borrower with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter or its affiliates have provided other services or is currently providing other services to the Issuer or the Borrower on other matters); (c) the only obligations the Underwriter has to the

Issuer or the Borrower with respect to the transaction contemplated hereby expressly are set forth in this Bond Purchase Agreement; (d) the Issuer and the Borrower have each consulted their own respective financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent deemed appropriate; (e) the primary role of the Underwriter, acting through the Wells Fargo Bank, National Association Municipal Products Group, which conducts municipal securities sales, trading and underwriting operations on behalf of Wells Fargo Bank, National Association, as the Underwriter, is to purchase the Bonds, for resale to investors, in an arm's length commercial transaction between the Issuer, the Underwriter and the Borrower. The Underwriter has financial and other interests that differ from those of the Issuer and the Borrower.

17. Counterparts. This Bond Purchase Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

18. Miscellaneous. This Bond Purchase Agreement is made solely for the benefit of and is binding upon each of the parties and their respective successors and assigns. It is the entire agreement of the parties, superseding all prior agreements, and may not be modified except in writing signed by all of the parties hereto.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto, in consideration of the mutual covenants set forth herein and intending to be legally bound, have caused this Bond Purchase Agreement to be executed and delivered as of the date first written above.

Very truly yours,

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: _____

Its: _____

Accepted, as of the date hereof:

**REDEVELOPMENT AUTHORITY OF THE
CITY OF GREEN BAY, WISCONSIN**

By: _____

Its: _____

GREEN BAY PACKAGING INC.

By: _____

Its: _____

**REDEVELOPMENT AUTHORITY OF THE
CITY OF GREEN BAY, WISCONSIN**

**EXEMPT FACILITY VARIABLE RATE DEMAND
REDEVELOPMENT REVENUE BONDS, SERIES 2019
(GREEN BAY PACKAGING INC. PROJECT)**

Principal Amount: \$160,000,000

Initial weekly Rate: _____%

Maturity Date: July 1, 2047

Dated Date: July 2, 2019

Opinion of Authority Counsel

Supplemental Opinion of Bond Counsel

Opinion of Borrower Counsel

Issue Price Certificate

\$160,000,000
Redevelopment Authority of the City of Green Bay, Wisconsin
Exempt Facility Variable Rate Demand
Redevelopment Revenue Bonds, Series 2019
(Green Bay Packaging Inc. Project)

REMARKETING AGREEMENT

This REMARKETING AGREEMENT, dated as of July 1, 2019 (this "**Agreement**"), by and between **GREEN BAY PACKAGING INC.** (the "**Borrower**") and **WELLS FARGO BANK, NATIONAL ASSOCIATION** (the "**Remarketing Agent**").

WHEREAS, the Redevelopment Authority of the City of Green Bay, Wisconsin (the "**Issuer**") is issuing its Exempt Facility Variable Rate Demand Redevelopment Revenue Bonds, Series 2019 (Green Bay Packaging Inc. Project) (the "**Bonds**") pursuant to an Indenture of Trust, dated as of July 1, 2019 (the "**Indenture**"), by and between the Issuer and Wells Fargo Bank, National Association, as trustee (as amended and supplemented pursuant to its terms, the "**Trustee**");

WHEREAS, the Issuer has loaned the proceeds from the sale of the Bonds to the Borrower pursuant to the Loan Agreement, dated as of July 1, 2019 (as amended and supplemented pursuant to its terms, the "**Loan Agreement**") between the Issuer and the Borrower;

WHEREAS, as additional security for the payment of the principal and purchase price of and interest on the Bonds, the Borrower has caused Wells Fargo Bank, National Association (the "**Credit Provider**") to issue its irrevocable direct-pay letter of credit (the "**Credit Facility**") to the Trustee pursuant to the Reimbursement Agreement dated as of July 1, 2019 (the "**Reimbursement Agreement**") among the Borrower and the Credit Provider; and

NOW, THEREFORE, for and in consideration of the mutual agreements set forth herein, the parties hereto hereby agree as follows:

SECTION 1. Definitions. All capitalized terms used in this Agreement which are not otherwise defined shall have the meanings ascribed to them in the Indenture.

SECTION 2. Appointment of Remarketing Agent; Responsibilities of Remarketing Agent.

(a) Subject to the terms and conditions contained herein and in the Indenture, the Borrower hereby appoints the Remarketing Agent as the exclusive remarketing agent for the Bonds pursuant to the Indenture, and the Remarketing Agent hereby accepts such appointment in connection with the offering and sale of the Bonds from time to time in the secondary market subsequent to the initial offering, issuance and sale of the Bonds.

(b) The Remarketing Agent agrees to determine the rate of interest for the Bonds bearing interest at the Weekly Rate on each date on which such rate is to be established or reset, as provided in Section 2.03(b) of the Indenture as the rate, which in

the professional judgment of the Remarketing Agent, taking into account prevailing market conditions, which is the minimum rate of interest necessary to enable the Remarketing Agent to remarket the Bonds bearing such interest rate at a price equal to the principal amount thereof plus accrued interest thereon, if any.

(c) In its capacity as Remarketing Agent, upon notice (A) from an Owner (through its direct Participant in the Securities Depository) pursuant to Section 2.06(a) of the Indenture, or (B) from the Trustee of a mandatory tender for purchase pursuant to Section 2.06(e) of the Indenture, in each case given pursuant to and in accordance with the Indenture, the Remarketing Agent shall, subject to the terms and conditions of this Agreement and the Indenture, offer for sale and use its best efforts to remarket any Bonds which are the subject of any such notice at a price equal to the principal amount thereof plus accrued interest thereon, if any, subject, in all respects, to the terms and conditions of this Agreement and the Indenture.

(d) In accordance with the timing and provisions of Section 2.07 of the Indenture, the Remarketing Agent shall give the Trustee, the Borrower, the Paying Agent and the Credit Facility Issuer notice by telephone (promptly confirmed in writing) or by written notice of the aggregate principal amount of the Bonds subject to purchase which have not been remarketed. By the times required in Section 2.07 of the Indenture, on the date that the Bonds are to be purchased, the Remarketing Agent shall (1) cause the Purchase Price of the Bonds to be delivered to the Paying Agent and (2) give telephonic notice, promptly confirmed by a written notice, to the Trustee, the Borrower, the Paying Agent and the Credit Facility Issuer on each date on which Bonds shall be purchased pursuant to the Indenture, specifying the principal amount of the Bonds, if any, not remarketed and the information necessary to enable the Trustee to prepare new Bond certificates with respect to the Bonds that were remarketed.

(e) Reserved.

(f) The Borrower agrees with the Remarketing Agent that, unless this Agreement has been previously terminated pursuant to the terms hereof, the Remarketing Agent shall act as exclusive remarketing agent with respect to the Bonds on the terms and conditions herein contained at all times, including any remarketing of the Bonds in connection with, or in anticipation of, the conversion to another Interest Rate Determination Method pursuant to the Indenture.

(g) It is understood and agreed that the Remarketing Agent's responsibilities hereunder will include (i) the solicitation of purchases of Bonds from investors able to purchase tax-exempt securities comparable to the Bonds in Authorized Denominations; (ii) effecting and processing such purchases; (iii) billing and receiving payment for Bonds purchased; (iv) causing the proceeds from the secondary market sale of the Bonds to be transferred to the Paying Agent for deposit in the Bond Purchase Fund held by the Trustee pursuant to the Indenture and (v) performing such other related functions as may be requested by the Borrower and agreed to by the Remarketing Agent. The Remarketing Agent will keep records of trades and make trade confirmations in accordance with prudent industry practices.

(h) The Remarketing Agent agrees that, so long as it is the Remarketing Agent under this Agreement, it will perform the obligations contemplated to be performed by the Remarketing Agent under the Indenture. The Remarketing Agent agrees to furnish to the Borrower the information with respect to each rate of interest required by Section 2.03(b) of the Indenture.

(i) The Remarketing Agent will not be liable to the Issuer, the Borrower, the Trustee, the Paying Agent or the Credit Provider on account of the failure of any person to whom the Remarketing Agent has sold a Bond to pay for such Bond or to deliver any document in respect of the sale. It is understood and agreed that the Remarketing Agent shall not be obligated to advance its own funds to purchase, or to effect the purchase of, any Bonds. The Remarketing Agent may purchase Bonds as described in Section 10 hereof.

(j) Notwithstanding any provisions of this Agreement, the Indenture or the Reimbursement Agreement, it is the intention of the Borrower and Remarketing Agent that the use of the term "agent" with reference to the Remarketing Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used merely as a matter of market custom and is intended to create or reflect only an independent contractor relationship between contracting parties, and the Remarketing Agent shall exercise its own independent judgment in connection with its rights and duties as Remarketing Agent. In exercising its rights and duties as Remarketing Agent, the Remarketing Agent is not required to act at the direction of the Issuer, the Borrower, the Trustee, the Paying Agent or the Credit Provider.

(k) **With respect to any remarketing that would constitute a "primary offering" of the Bonds in connection, for example, with mode changes or credit substitution, the Borrower hereby engages the Remarketing Agent as its underwriter with respect to such primary offering of the Bonds. The Borrower understands that the Remarketing Agent as underwriter in such circumstances shall rely upon this subsection (k) as an engagement for purposes of availing upon the "underwriter exclusion" set forth in the Securities Exchange Commission's Municipal Advisor Rule. The Borrower further understands in such circumstances that the Remarketing Agent as underwriter is not the Borrower's municipal advisor and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act to the Borrower.**

SECTION 3. Payment of Fees and Expenses. In consideration of the services to be performed by the Remarketing Agent under this Agreement, the Borrower agrees to pay to the Remarketing Agent the following fees:

(a) so long as the Bonds bear interest at a Weekly Rate, an annual fee equal to 7 basis points per annum of the principal amount of Bonds outstanding on the respective payment date, calculated on the basis of a 360-day year for the actual number of days elapsed;

(b) in the event that the Bonds are converted to bear interest at a Flexible Term Rate, Medium-Term Rate, Index Interest Rate or a Fixed Rate, a fee as shall be agreed to by the Borrower and the Remarketing Agent at that time; and

(c) expenses incurred by the Remarketing Agent in connection with its services hereunder, including, but not limited to, fees incurred in connection with the registration of the Bonds under any state securities laws and expenses incurred in connection with the preparation of a new official statement or other offering materials as provided in Section 5 (including, but not limited to, counsel fees and disbursements).

The fees referred to in clause (a) above shall be paid by the Borrower to the Remarketing Agent each year in advance, commencing on the Closing Date and payable on each July 2 thereafter while the Bonds are outstanding and bear interest at a Weekly Rate. The fee referred to in clause (b) above shall be paid by the Borrower to the Remarketing Agent on the effective date of the establishment of Flexible Term Rate, Medium-Term Rate, Index Interest Rate or a Fixed Rate and shall include all reasonable costs relating to the preparation of any disclosure documents in connection with the establishment of the applicable rate. The fees and expenses referred to in clause (c) above shall be payable by the Borrower upon demand. The Remarketing Agent shall have the right from time to time to increase the fees referred to above by delivering written notice to the Borrower not less than 30 days prior to the effective date of such increase. In the event that the Borrower objects to such fee increase, the Remarketing Agent shall be under no obligation to establish the interest rate or remarket the Bonds upon and after such effective date. In the event that the Remarketing Agent and the Borrower are unable to agree upon the fees described in clause (b) above, the Remarketing Agent shall be under no obligation to establish the interest rate or remarket the Bonds upon and after such conversion. The Borrower shall pay the Remarketing Agent's fees and expenses under this Agreement without regard to any claim, set-off, defense or other right which the Borrower may have at any time against the Remarketing Agent or any other person, whether in connection with this Agreement, the Bonds or any unrelated transactions.

SECTION 4. The Bonds. As more fully described in the Indenture, the Bonds will be issuable, subject to the terms and conditions of the Indenture, in the form of fully registered Bonds in Authorized Denominations. The Bonds shall initially bear interest at a Weekly Rate determined by the Remarketing Agent on or prior to the date of issuance of the Bonds.

SECTION 5. Furnishing of Offering Materials.

(a) The Borrower agrees to furnish the Remarketing Agent with as many copies of the Limited Offering Memorandum, dated June __, 2019 (as amended or supplemented, the "**Offering Document**") as the Remarketing Agent may reasonably request, and such other information with respect to the Borrower and the Bonds as the Remarketing Agent shall reasonably request from time to time. The Borrower consents to the use of the Offering Document and all other documents and information provided to the Remarketing Agent by the Borrower for the purpose of remarketing the Bonds.

(b) The Borrower agrees to cooperate with the Remarketing Agent in the preparation of a new official statement or other offering material for the Bonds in the event the Remarketing Agent reasonably determines that the preparation and distribution of such official statement or offering material is desirable in connection with remarketing the Bonds.

(c) If, at any time during the term of this Agreement, any event known to the Borrower relating to or affecting the Bonds, the Issuer, the Borrower, the Credit Facility, any alternate credit enhancement for the Bonds, the Credit Provider, this Agreement or the Indenture shall occur which might affect the correctness or completeness of any statement of a material fact contained in the Offering Document, the Borrower will promptly notify the Remarketing Agent in writing of the circumstances and details of such event. The Borrower agrees to prepare an amendment or supplement to the Offering Document acceptable to the Remarketing Agent if in the judgment of the Borrower or the Remarketing Agent such amendment or supplement is necessary to ensure that at all times the Offering Document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. All costs incurred in connection with the preparation of such amendment or supplement shall be borne by the Borrower.

(d) In connection with the remarketing of the Bonds as a result of, or in anticipation of, (i) an expiration or termination of the Credit Facility or any alternate credit enhancement for the Bonds, or (ii) a conversion of the interest rate borne by the Bonds for the Weekly Rate to any other interest rate permitted under the Indenture, the Borrower shall prepare or caused to be prepared any disclosure documents (including continuing disclosure undertakings required by the rules and regulations of the Securities and Exchange Commission) which in the sole judgment of the Remarketing Agent or the Borrower are necessary or desirable. All costs incurred in connection with the preparation of such disclosure documents shall be borne by the Borrower.

SECTION 6. Representations, Warranties and Covenants of the Borrower. The representations and warranties of the Borrower set forth in the Bond Purchase Agreement, dated June __, 2019 (the "**Bond Purchase Agreement**"), relating to the Bonds are true and correct and are hereby incorporated by reference herein, as though fully set forth herein. In addition, the Borrower, by its execution hereof, represents and warrants to, and covenants and agrees with, the Remarketing Agent as follows:

(a) It has the authority to take all actions required or permitted to be taken by it under, and to perform and observe the covenants and agreements on its part contained in, this Agreement, the Indenture, the Loan Agreement, the Reimbursement Agreement and any other instrument or agreement relating thereto (collectively, the "**Closing Documents**").

(b) It has, on or before the date hereof, duly taken all action necessary to be taken by it prior to such date for: (i) the execution, delivery and performance of the Closing Documents that have been executed in connection with the transactions

contemplated hereby and by the Offering Documents; and (ii) the carrying out, giving effect to, consummation and performance of the transactions and obligations contemplated hereby and by the Offering Documents; *provided* that no representation is made with respect to compliance with the securities or Blue Sky laws of the various states of the United States.

(c) The Closing Documents that have been executed in connection with the consummation of the transactions contemplated hereby and by the Offering Documents have been duly executed and delivered by it and constitute its legal, valid and binding obligations, enforceable against it in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws, or equitable principles relating to or limiting creditors' rights generally.

(d) The execution and delivery of the Closing Documents that have been executed in connection with the consummation of the transactions contemplated hereby and by the Offering Documents, compliance with the terms, conditions or provisions thereof, and consummation of the transactions herein and therein contemplated do not and will not violate any law, regulation, order, writ, injunction or decree of any court or governmental body or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Borrower pursuant to, any mortgage, resolution, agreement or instrument to which the Borrower is a party or by which it or any of its properties is bound other than those provided for in or contemplated by the Indenture.

(e) All authorizations, consents and approvals of, notices to, registrations or filings with, or actions in respect of, any governmental body, agency or other instrumentality or court required in connection with the execution, delivery and performance by the Borrower of the Closing Documents that have been executed in connection with the consummation of the transactions contemplated hereby and by the Offering Documents have been obtained, given or taken and are in full force and effect; *provided* that no representation is made with respect to compliance with the securities or Blue Sky laws of the various states of the United States.

(f) Other than as described in the Offering Documents, there is no action, suit, proceeding, inquiry or investigation before or by any court, public board or body pending or, to the knowledge of the Borrower, threatened against or affecting it wherein an unfavorable decision, ruling or finding is likely to have a material adverse effect on the financial condition or solvency of the Borrower or the ability of the Borrower to perform its obligations under the Closing Documents.

(g) The Borrower makes no representation as to information in the Offering Documents relating to the Credit Provider and provided by the Credit Provider for inclusion therein.

(h) The Borrower has taken no action, and has not omitted to take any action, which action or omission to take action would in any way affect or impair the

excludability of interest on the Bonds from gross income to the holders thereof for federal income tax purposes.

(i) The Borrower will cooperate with the Remarketing Agent in obtaining the qualification of the Bonds for offering and sale under the laws of such jurisdictions as the Remarketing Agent shall designate; provided that the Borrower shall not be required to incur any expense, consent to service of process in any jurisdiction or qualify to do business in any jurisdiction where it is not now so subject.

SECTION 7. Conditions to Remarketing Agent's Obligations. The obligations of the Remarketing Agent under this Agreement have been undertaken in reliance on, and shall be subject to, the due performance by the Borrower of its obligations and agreements to be performed hereunder and to the accuracy of and compliance with the representations, warranties and agreements of the Borrower contained or incorporated by reference herein, on and as of the date of delivery of this Agreement and on and as of each date on which Bonds are to be remarketed pursuant to this Agreement. At or prior to the closing date for the Bonds, the Remarketing Agent shall have received copies of all closing documents required by, and delivered pursuant to, the Bond Purchase Agreement. The obligations of the Remarketing Agent hereunder with respect to each date on which Bonds are to be remarketed pursuant to this Agreement are also subject, in the discretion of the Remarketing Agent, to the following further conditions that (i) the Bonds, the Credit Facility, the Loan Agreement and the Indenture shall be in full force and effect and shall not have been amended, modified or supplemented in any way which would materially and adversely affect the Bonds or the rights and obligations of the Remarketing Agent, except as may have been agreed to in writing by the Remarketing Agent; (ii) no event of default and no event which, with the passage of time or the giving of notice or both, would constitute an event of default, under the Indenture, the Loan Agreement or the Reimbursement Agreement shall have occurred; (iii) there shall be in full force and effect such additional resolutions, agreements, certificates (including such certificates as may be required by regulations of the Internal Revenue Service in order to establish the exclusion from gross income of interest on the Bonds for federal income tax purposes) and opinions which are reasonably required by Bond Counsel and counsel for the Remarketing Agent and which shall be reasonably satisfactory in form and substance to Bond Counsel and counsel for the Remarketing Agent; (iv) no failure by the Credit Provider to honor a demand for payment under the Credit Facility shall have occurred; (v) there shall have been no material adverse change in the condition (financial or otherwise) of the Borrower since the date of the Offering Documents; and (vi) the information in the Offering Documents continues to be true and correct in all material respects and does not contain untrue statements of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

SECTION 8. Term and Termination of Agreement.

(a) (i) This Agreement shall become effective upon its execution by the Remarketing Agent and the Borrower and shall continue in full force and effect until the earlier of (A) the resignation or removal of the Remarketing Agent pursuant to this Section 8, (B) such time as the principal of and premium, if any, and interest on the Bonds shall have been paid or provision for such payment shall have been made in

accordance with Article V of the Indenture, and (C) the conversion of the Bonds to a Fixed Rate.

(ii) In accordance with the provisions of Section 7.13 of the Indenture, (A) the Remarketing Agent may at any time resign and be discharged of its duties and obligations under the Indenture and under this Agreement upon providing to the Borrower, the Issuer, the Credit Provider, the Trustee and the Paying Agent at least 30 days' prior written notice, and (B) the Remarketing Agent may be removed at any time, at the direction of the Borrower, by an instrument signed by the Borrower and the Issuer and delivered to the Credit Provider, the Paying Agent, the Remarketing Agent and the Trustee at least 30 days prior to the effective date of such removal.

(iii) In addition, in the event the remarketing fees payable to the Remarketing Agent pursuant to Section 3 hereof are not paid when due the Remarketing Agent may resign and be discharged of its duties and obligations under the Indenture and this Agreement upon providing to the Issuer, the Borrower, the Credit Provider, the Trustee and the Paying Agent five (5) days' prior written notice, regardless of whether a successor remarketing agent shall have been appointed.

(b) In addition to the provisions of subsection (a) hereof, the Remarketing Agent may suspend its obligations under this Agreement at any time by notifying the Borrower, the Trustee, the Paying Agent and the Credit Provider in writing of its election to do so, if:

(i) Legislation shall be adopted, or a decision by a court established under Article III of the Constitution of the United States or the United States Tax Court shall be rendered or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed having the purpose or effect of imposing federal income taxation, or any other event shall have occurred which causes interest received on the Bonds not to be excluded from gross income for purposes of federal income taxation; or

(ii) Legislation shall be adopted, or a decision by a court of the United States shall be rendered, or stop order, ruling, regulation or by, or on behalf of, the United States Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made or proposed, to the effect that the offering or sale of obligations of the general character of the Bonds or the issuance of the Credit Facility, is or would be in violation of any provision of the Securities Act of 1933, as amended and as then in effect (the "**Securities Act**"), or the Securities Exchange Act of 1934, as amended and as then in effect, or that the Indenture shall be required to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the "**1939 Act**"), or with the purpose or effect of otherwise prohibiting the offering or sale of obligations of the general character of

the Bonds, or the Bonds, as contemplated hereby, without registration under the Securities Act or qualification of the 1939 Act, as amended; or

(iii) Any information shall have become known, which, in the Remarketing Agent's sole judgment, makes untrue, incorrect or misleading in any material respect any statement or information contained in the Offering Documents, or causes the Offering Documents to contain an untrue, incorrect or misleading statement of a material fact or to omit to state a material fact required to be stated therein or necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; or

(iv) Except as provided in clauses (i) and (ii) of this Section 8(b), any legislation, resolution, ordinance, rule or regulation shall be introduced in, or be enacted by, any federal governmental body, department or agency of the United States or the State of Wisconsin, or a decision by any court of competent jurisdiction within the United States or the State of Wisconsin shall be rendered, which, in the Remarketing Agent's reasonable opinion, materially adversely affects the marketability of the Bonds; or

(v) Additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; or

(vi) Any governmental authority shall impose, as to the Bonds, or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force; or

(vii) A general banking moratorium shall have been established by federal, Wisconsin or New York authorities; or

(viii) Any rating assigned to the Bonds by a national rating service, including Moody's Investors Service, Inc, Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. or Fitch Ratings, if the Bonds are then rated by such rating service, is downgraded, withdrawn or suspended; or

(ix) A war involving the United States shall have been declared, or any existing conflict involving the armed forces of the United States shall have escalated, or any other national emergency relating to the effective operation of government or the financial community shall have occurred, which, in the Remarketing Agent's reasonable opinion, materially adversely affects the marketability of the Bonds; or

(x) Any litigation shall be instituted, pending or threatened to restrain or enjoin the sale or remarketing of the Bonds or in any way protesting or affecting any authority for or the validity of the Bonds, the Indenture, the Loan Agreement, the Credit Facility or this Agreement, or the existence or powers of the Borrower or the Credit Provider; or

(xi) There is any material adverse change in the affairs of the Credit Provider or the Borrower, which in the sole judgment of the Remarketing Agent, makes it impractical or inadvisable to proceed with the remarketing of the Bonds as contemplated by this Agreement and by the Offering Documents;

(xii) If at any time Rule 15c2-12(b)(5) of the Securities and Exchange Commission is then applicable to the Bonds, unless a continuing disclosure agreement meeting the requirements of such Rule is then in effect with respect to each "Obligated Person" as set forth in such Rule;

(xiii) The expiration or termination of the Credit Facility unless it is being replaced by an alternate credit facility or liquidity facility acceptable to the Remarketing Agent;

(xiv) Any material representation or warranty of the Borrower contained in the Indenture, the Bond Purchase Agreement, the Loan Agreement, this Agreement or the Reimbursement Agreement proves to have been untrue or incorrect in any material respect when made or deemed to be made which, in the Remarketing Agent's reasonable opinion, materially adversely affects the marketability of the Bonds; or

(xv) Any condition set forth in Section 7 hereof is not satisfied.

SECTION 9. Indemnification.

(a) In connection with any remarketing of the Bonds, the Borrower shall and hereby does indemnify and hold harmless the Remarketing Agent and its officers, directors and employees and each person, if any, who controls the Remarketing Agent within the meaning of the Securities Act (collectively, the "**Indemnified Parties**"), to the extent permitted under applicable law, against any losses, claims, damages or liabilities, joint or several, to which the Indemnified Parties may become subject, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (i) any untrue statement or alleged untrue statement of any material fact contained in the Offering Documents, or in other offering material related to the Bonds or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or (ii) the representations and warranties incorporated in Section 6 hereof being untrue at the time of remarketing of any Bond pursuant hereto; and will reimburse the Indemnified Parties for any legal or other expenses reasonably incurred by the Indemnified Parties in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Borrower will not be liable in any such case to any Indemnified Party to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in any of such documents or under the captions "Underwriter" or "Remarketing Agent" in reliance upon and in conformity with written information furnished to the Borrower by the Remarketing Agent or a controlling person of the Remarketing Agent specifically for use

therein; and provided further that the indemnity provision contained in this subparagraph (a) with respect to the Offering Documents or other offering material related to the Bonds shall not inure to the benefit of the Remarketing Agent (or to the benefit of any person controlling the Remarketing Agent) with respect to any such loss, claim, damage, liability or action asserted by any person if a copy of the Offering Documents or other offering material related to the Bonds not containing the untrue statement or alleged untrue statement or omission or alleged omission that is the basis of the loss, claim, damage, liability or action for which indemnification is sought was available to the Remarketing Agent and was not properly mailed, delivered or given to such person. This indemnity provision will be in addition to any liability which the Borrower may otherwise have.

(b) Promptly after receipt by an Indemnified Party under this Section 9 of notice of the commencement of any action, such Indemnified Party will, if a claim in respect thereof is to be made against the Borrower under this Section 9, notify the Borrower in writing of the commencement thereof, but the omission so to notify the Borrower will not relieve the Borrower from any liability which it may have to any Indemnified Party otherwise than under this Section 9 except to the extent that the Borrower is able to demonstrate actual prejudice in not being so notified. In case any such action is brought against any Indemnified Party, and it notifies the Borrower of the commencement thereof, the Borrower will be entitled to participate in, and, to the extent that it may wish, jointly with any other indemnifying party, similarly notified, to assume the defense thereof so long as its interests are not adverse to those of the Indemnified Party, with counsel reasonably satisfactory to such Indemnified Party, and after notice from the Borrower to such Indemnified Party of its election to assume the defense thereof, the Borrower will not be liable to such Indemnified Party under this Section 9 for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof other than reasonable costs of investigation. Upon assumption by the Borrower of the defense of any such action or proceeding, the Indemnified Party shall have the right to participate in such action or proceeding and to retain its own counsel but the Borrower shall not be liable for any legal expenses of other counsel subsequently incurred by such Indemnified Party in connection with the defense thereof unless (i) the Borrower has agreed to pay such fees and expenses, (ii) the Borrower shall have failed to employ counsel reasonably satisfactory to the Indemnified Party in a timely manner or (iii) the Indemnified Party shall have been advised by counsel that there are actual or potential conflicting interests between the Borrower and the Indemnified Party, including situations in which there are one or more legal defenses available to the Indemnified Party that are different from or additional to those available to the Borrower. If the Borrower does not elect to assume the defense of any such suit, it will reimburse the Indemnified Parties for the reasonable fees and expenses of any counsel retained by them. In the event that the parties to any such action (including impleaded parties) include one or more indemnifying parties and one or more Indemnified Parties, and one or more Indemnified Parties shall have been advised by counsel reasonably satisfactory to the Remarketing Agent and the Borrower that there may be one or more legal defenses available to any of the Indemnified Parties, which are different from, additional to, or in conflict with those available to any of the indemnifying parties, the indemnifying parties will reimburse the Indemnified Parties for the reasonable

fees and expenses of any counsel retained by the Indemnified Parties (it being understood that the indemnifying parties shall not, in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys for all Indemnified Parties, which firm shall be designated by the Indemnified Parties, the Remarketing Agent or the Borrower, as the case may be). Each indemnifying party agrees promptly to notify each Indemnified Party of the commencement of any litigation or proceedings against it in connection with the remarketing of the Bonds. The Borrower shall not consent to the terms of any compromise or settlement of any action defended by the Borrower in accordance with the foregoing without the prior consent of the Indemnified Party. No indemnifying party shall be liable under this Section 9 for the amount of any compromise or settlement of any action unless such compromise or settlement has been approved in writing by such indemnifying party, which approval shall not be unreasonably withheld. The indemnity agreements contained in this Section 9 shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of any Indemnified Party, or the delivery of and any payment for any Bonds hereunder, and shall survive the termination or cancellation of this Agreement.

(c) If the indemnification provided for in subparagraph (a) of this Section 9 is unavailable, because of limitations imposed by securities laws or for any other reason, to a party that would otherwise have been an Indemnified Party under subparagraph (a) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each party that would have been an indemnifying party thereunder shall, in lieu of indemnifying such Indemnified Party, contribute to the amount paid or payable by such Indemnified Party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion so that the Remarketing Agent is responsible for that portion represented by the percentage that the Remarketing Agent's commission with respect to such remarketing bears to the aggregate principal amount of such Bonds being remarketed and the Borrower is responsible for the balance; provided, however, that no person guilty of fraudulent misrepresentation within the meaning of Section 11(f) of the Securities Act shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation within the meaning of Section 11(f) of the Securities Act. The amount paid or payable by an Indemnified Party as a result of the losses, claims, damages or liabilities (or actions in respect thereon referred to above in this subparagraph (c)) shall be deemed to include any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any such action or claims (which shall be limited as provided in subparagraph (b) above if the indemnifying party has assumed the defense of any such action in accordance with the provisions thereof).

SECTION 10. Dealing in Bonds by Remarketing Agent. The Remarketing Agent, in its individual capacity, either as principal or agent, may in its sole discretion, buy, sell, own, hold and deal in any of the Bonds, and may join in any action which any Owner may be entitled to take with like effect as if it did not act in any capacity hereunder. The Bonds purchased by the Remarketing Agent as described in the preceding sentence shall have the same characteristics, including, without limitation, interest rate, as other Bonds not held by the Remarketing Agent

and which are not Credit Provider Bonds. The Remarketing Agent, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the Borrower and may act as depository, trustee or agent for any committee or body of bondholders with respect to other obligations of the Borrower, as freely as if it did not act in any capacity hereunder.

SECTION 11. Best Efforts Remarketing. It is understood and agreed by both parties hereto that the Remarketing Agent is only obligated hereunder to use its best efforts to solicit indications of interest on the part of purchasers of any tendered Bonds. The Remarketing Agent shall be construed to be acting as agent only for and on behalf of the owners from time to time of the Bonds.

SECTION 12. Remarketing Agent's Performance.

(a) The duties and obligations of the Remarketing Agent as Remarketing Agent shall be determined solely by the express provisions of this Agreement and the Indenture. The Remarketing Agent shall not be responsible for the performance of any duties or obligations other than as are specifically set forth in this Agreement and the Indenture, and no implied covenants or obligations shall be read into this Agreement or the Indenture against the Remarketing Agent.

(b) The Remarketing Agent may conclusively rely upon any notice or document given or furnished to the Remarketing Agent and conforming to the requirements of this Agreement or the Indenture and shall be protected in acting upon any such notice or document reasonably believed by it to be genuine and to have been given, signed or presented by the proper party or parties.

(c) The Remarketing Agent shall not be liable for any actions taken or omitted to be taken pursuant to this Agreement, except for its own gross negligence or willful misconduct.

SECTION 13. Compliance with MSRB Rule 34(c) and Agreement to Provide Liquidity Documents.

(a) In connection with its services under this Agreement, the Remarketing Agent will be required to comply with Rule G-34(c) of the MSRB ("Rule G-34(c)"). Rule G-34(c) and related MSRB guidance requires the Remarketing Agent to submit to the MSRB's Short-term Obligation Rate Transparency ("SHORT") System:

(i) certain information with respect to each interest rate determination for variable rate demand obligations; and

(ii) current copies of (A) the letter of credit agreement (as of the date hereof the Reimbursement Agreement), (B) the standby bond purchase agreement, (C) any other document that establishes an obligation to provide liquidity for variable rate demand obligations, and (D) those documents that include provisions detailing critical aspects of the liquidity provisions for variable rate demand obligations, including, but not limited to, (1) the circumstances under which a

liquidity facility may terminate, (2) the notice period for bondholder tenders and (3) the term out (amortization) period for variable rate demand obligations held by the liquidity provider; ((A) through (D) collectively, the "Liquidity Documents").

(b) In order to assist the Remarketing Agent to comply with its obligations under Rule G-34(c), the Borrower shall provide to the Remarketing Agent, in the form of a word-searchable PDF file or in such other form as the Remarketing Agent shall notify the Issuer and Borrower in writing is required by the MSRB, the following documents at the following times:

(i) On the Closing Date, a copy of the executed Liquidity Documents;

(ii) No later than ten Business Days prior to the proposed date of any amendment, including an extension or renewal of the expiration date, or replacement or termination of the then current Liquidity Documents, written notice that the current Liquidity Documents are proposed to be amended, extended, renewed, replaced or terminated and the expected date of execution and delivery of the amendment, extension, renewal, replacement or termination of the Liquidity Documents;

(iii) Within one Business Day after the execution and delivery of any amendment, including any renewal, extension, replacement or termination of the then current Liquidity Documents, a copy of the executed amendment, renewal, extension, replacement or termination thereof, together with the affected Liquidity Documents; and

(iv) No later than ten Business Days after receiving a request from the Remarketing Agent for any document relating to the liquidity supporting the Bonds; such document requested by the Remarketing Agent relating to the liquidity supporting the Bonds.

(c) The Borrower agrees with the Remarketing Agent as follows:

(i) all Liquidity Documents will be labeled with the following information: (1) CUSIP number, (2) name of issuer, (3) name of the document and (4) whether the document is an execution version or a redacted version;

(ii) the Remarketing Agent will not redact any information in the Liquidity Documents that the Borrower provides to the Remarketing Agent, and will have no liability to the Borrower or any other party for any disclosure of confidential or sensitive information resulting from its compliance with Rule G-34(c); and

(iii) all Liquidity Documents and information filed by the Remarketing Agent pursuant to the requirements of Rule G-34(c) will be publicly available on the MSRB's SHORT System, in the form such Liquidity Documents and information is provided to the Remarketing Agent.

(d) The Borrower represents and warrants that any Liquidity Document that is redacted by the Borrower and provided to the Remarketing Agent pursuant to this Section of the Agreement shall be redacted in a manner that is not inconsistent with MSRB Notice 2011-17. In the event the Remarketing Agent determines that the Liquidity Documents provided to the Remarketing Agent pursuant to this Section 13 contain redactions that are not consistent with MSRB Notice 2011-17, the Borrower shall or shall cause the liquidity provider to remove such redactions.

(e) The Borrower shall pay or reimburse the Remarketing Agent for all charges and expenses incurred in obtaining the documents required to be filed pursuant to Rule G-34(c).

(f) In the event additional legal or regulatory requirements are imposed on the Remarketing Agent's performance of its obligations under this Agreement, the Borrower agrees to cooperate with the Remarketing Agent and shall provide such documents and take such other steps as may be reasonably requested by the Remarketing Agent in order to comply with such additional requirements.

SECTION 14. No Advisory or Fiduciary Role. The Borrower acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the Borrower and Wells Fargo Bank, National Association in which Wells Fargo Bank, National Association, through the Wells Fargo Bank, NA Municipal Products Group, which conducts municipal securities sales, trading and underwriting operations on behalf of Wells Fargo Bank, National Association, is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Borrower; (ii) the Remarketing Agent has not assumed any advisory or fiduciary responsibility to the Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Wells Fargo Bank, National Association or its affiliates have provided other services or is currently providing other services to the Borrower on other matters); (iii) the only obligations the Remarketing Agent has to the Borrower with respect to the transaction contemplated hereby are expressly set forth in this Agreement and the Bond Purchase Agreement; and (iv) the Borrower has consulted its own financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent it has deemed appropriate. The Borrower acknowledges that the Remarketing Agent may not be able to perform some of the services the Borrower may request of the Remarketing Agent from time to time in connection with the Remarketing Agent's engagement as Remarketing Agent to the extent that such services would cause the Remarketing Agent to be considered a "municipal advisor" under SEC Rel. No. 34-70462 (Sept. 20, 2013) (such final rules and to the extent referenced therein, Section 975, the "Municipal Advisor Rules") implementing Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

SECTION 15. Intention of Parties. It is the express intention of the parties hereto that no purchase, sale or transfer of any Bonds, as herein provided, shall constitute or be construed to be the extinguishment of any Bond or the indebtedness evidenced thereby or the reissuance of any Bonds or the refunding of any indebtedness represented thereby.

SECTION 16. Notices, Etc. The provisions of Section 9.04 of the Indenture with respect to the service of any notice, request, complaint, demand or other paper under this Agreement to the Borrower, the Credit Provider, the Remarketing Agent, the Paying Agent and the Trustee are incorporated herein by reference.

SECTION 17. Miscellaneous.

(a) This Agreement, and the obligations of the Borrower hereunder, may not be assigned or delegated to any other person without the prior written consent of the Remarketing Agent. This Agreement, and the rights and obligations of the Remarketing Agent hereunder, may be assigned by the Remarketing Agent to any other direct or indirect subsidiary of Wells Fargo & Company or any other affiliate of the Remarketing Agent meeting the requirements of Section 7.13 of the Indenture without the consent of any person, and upon such assignment, such subsidiary or affiliate shall become the Remarketing Agent hereunder and under the Indenture without any further action. Any other assignment of this Agreement by the Remarketing Agent shall require the consent of the Borrower, which consent shall not be unreasonably withheld. This Agreement will inure to the benefit of and be binding upon the Borrower and the Remarketing Agent and their respective successors and assigns, and will not confer any rights upon any other person, partnership, association or corporation other than persons, if any, controlling the Remarketing Agent or the Borrower within the meaning of the Securities Act. The terms "successors" and "assigns" shall not include any purchaser of any of the Bonds merely because of such purchase.

(b) All of the representations, warranties and agreements of the Borrower in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of the Remarketing Agent, (ii) delivery of and any payment for any Bonds hereunder or (iii) termination or cancellation of this Agreement.

(c) Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

(d) If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

(e) Whenever any time of day or particular hour is specified herein, such time or hour shall be determined on the basis of Eastern Standard Time or Eastern Daylight Savings Time, whichever is then in effect in New York City, New York.

(f) This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

(g) This Agreement may be amended from time to time only by an instrument in writing executed by the parties hereto.

(h) This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Wisconsin.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GREEN BAY PACKAGING INC.

By: _____
Name: _____
Title: _____

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, as Remarketing Agent

By: _____
Name: _____
Title: _____

**REDEVELOPMENT AUTHORITY OF THE
CITY OF GREEN BAY, WISCONSIN**

**EXEMPT FACILITY VARIABLE RATE DEMAND
REDEVELOPMENT REVENUE BONDS SERIES 2019
(GREEN BAY PACKAGING INC. PROJECT)**

BOND PURCHASE AGREEMENT

_____, June, 2019

Redevelopment Authority of the City of Green Bay, Wisconsin
Green Bay, Wisconsin

Green Bay Packaging Inc.
Green Bay, Wisconsin

Ladies and Gentlemen:

This is to confirm the agreement between the **REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, WISCONSIN**, a redevelopment authority created by the City of Green Bay, Wisconsin (the "Authority"), **WELLS FARGO BANK, NATIONAL ASSOCIATION** (the "Underwriter"), and **GREEN BAY PACKAGING INC.**, a for-profit Wisconsin corporation (the "Borrower"), concerning the sale by the Issuer and the purchase by the Underwriter of the Issuer's \$160,000,000 in aggregate principal amount of Exempt Facility Variable Rate Demand Redevelopment Revenue Bonds Series 2019 (Green Bay Packaging Inc. Project) (the "Bonds").

The Bonds will be dated the date of their original issuance and delivery, will bear interest at rates and will mature, subject to prior redemption as set forth in the Indenture (defined herein), in years and amounts as set forth in Exhibit A. This offer is made subject to acceptance by the Issuer and the Borrower by 5:00 P.M. (Eastern time) on _____, June, 2019. If this offer is not so accepted, it is subject to withdrawal by the Underwriter upon written notice delivered to the Issuer at any time prior to acceptance.

1. Purpose of Financing and Security. The Bonds will be issued pursuant to an Indenture of Trust, dated as July 1, 2019 (the "Indenture") between the Issuer and Wells Fargo Bank, National Association, as trustee (the "Trustee"). The proceeds of the Bonds will be loaned to the Borrower pursuant to a Loan Agreement, dated as of July 1, 2019 (the "Loan Agreement"), between the Issuer and the Borrower, and the Borrower's obligation to repay the loan will be evidenced by the Borrower's promissory note (the "Note"), dated the date of its delivery. The Borrower expects to apply the proceeds from the Note, together with other available funds of the Borrower, to finance the (i) construction of an approximately 451,980 square foot facility located

in the City of Green Bay, Wisconsin (the "Facility") to be operated by the Borrower to convert recycled materials and mixed paper waste to produce liner-board and corrugating medium, (ii) acquisition and installation of related equipment at the Facility and (iii) payment of certain professional costs and costs of issuance (collectively, the "Project"). The Bonds and the interest thereon are limited obligations of the Issuer payable solely from the revenues and funds pledged under the Indenture, including payments on the Note by the Borrower, and from moneys drawn under the irrevocable direct-pay Letter of Credit dated July ~~—, 2019~~², 2019 (the "Letter of Credit") issued by Wells Fargo Bank, National Association, as credit facility issuer (the "Bank") pursuant to a Reimbursement Agreement dated as of July 1, 2019 (the "Reimbursement Agreement") between the Borrower and the Bank.

The Bonds are more fully described in the Limited Offering Memorandum with respect to the offering of the Bonds (such Limited Offering Memorandum, including the cover page and all appendices and together with any amendment or supplement thereto, the "Limited Offering Memorandum"). Unless otherwise defined herein, all capitalized terms used herein shall have the meanings set forth in the Indenture.

2. Representations and Agreements of the Issuer. The Issuer by its acceptance hereof hereby represents, covenants, and agrees with the Underwriter as follows, all of which shall survive the delivery of the Bonds:

(a) The Issuer is duly created under, validly existing and in good standing pursuant to the laws of the State of Wisconsin (the "State"), vested with the rights and powers conferred by the Section 66.1333 of the Wisconsin Statutes, as amended (the "Act").

(b) It has complied with all provisions of the Constitution and laws of the State and has full power and authority to (i) issue the Bonds to finance the Project; (ii) make the pledges and grants to the Trustee under and pursuant to the Indenture for the benefit of the owners of the Bonds; and (iii) execute, deliver and consummate all transactions contemplated by this Bond Purchase Agreement, the Bonds, the Indenture, the Loan Agreement, the Note and any other agreements relating thereto. The Issuer has taken or will take all action required by the Act and other applicable laws in connection therewith.

(c) The Issuer has by resolutions duly adopted on February 15, 2019 and June 4, 2019 (the "Bond Resolutions") duly and validly authorized all necessary action to be taken by it for (i) the issuance, sale and delivery of the Bonds upon the terms set forth herein and in the Bond Resolutions, (ii) the execution and delivery of the Indenture providing for the issuance of and security for the Bonds, (iii) the use of the proceeds of the sale of the Bonds by the Borrower pursuant to the Indenture and the Loan Agreement, (iv) the execution, delivery, receipt and due performance of the Limited Offering Memorandum, this Bond Purchase Agreement, the Loan Agreement and the Indenture (collectively, the "Issuer Documents") and all such other agreements and documents as may be required to be executed, delivered, or received by it in order to carry out, give effect to, and consummate the transactions contemplated hereby and by the Bond Resolutions, (v) the receipt of the Note and the endorsement without recourse of the Note to the order of the Trustee, (vi) the carrying out, giving effect to and consummation of the transactions contemplated hereby and by the Bond Resolutions, and (vii) the consent to the use

by the Underwriter of the Limited Offering Memorandum in connection with the offering of the Bonds. The Issuer Documents, when executed by the other parties hereto at the Closing (hereinafter defined), will have been duly and validly executed and delivered by the Issuer, will be in full force and effect as to the Issuer, and will constitute the legal, valid and binding obligations of the Issuer, enforceable in accordance with their terms, except as limited by applicable bankruptcy, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity affecting remedies. The Note, when endorsed by the Issuer to the order of the Trustee as herein and in the Indenture provided, will have been duly and validly endorsed without recourse by the Issuer to the order of the Trustee. The Bonds, when issued, delivered and paid for as herein and in the Indenture provided, will have been duly and validly authorized and issued and will constitute valid and binding limited obligations of the Issuer enforceable in accordance with their terms and provisions and entitled to the benefits and security of the Indenture. Executed originals of the Issuer Documents and certified copies of the Bond Resolutions will be delivered to the Underwriter by the Issuer at or prior to the Closing.

(d) No further consent, approval, authorization or order of any governmental or regulatory authority is required to be obtained by the Issuer as a condition precedent to the issuance of the Bonds or the execution and delivery by the Issuer of the Issuer Documents, the performance by the Issuer of its obligations thereunder, or the assignment of the Note and substantially all of the Issuer's rights under the Loan Agreement (provided no representation or warranty is expressed as to any action required under federal or state securities or "blue sky" laws in connection with the purchase or distribution of the Bonds by the Underwriter). The final terms of the Bonds are within the parameters approved by the Issuer.

(e) To the Issuer's knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting the Issuer or, to the knowledge of the Issuer, any meritorious basis therefore, (i) attempting to limit, enjoin or otherwise restrict or prevent the Issuer from functioning or contesting or questioning the existence of the Issuer or the titles of the present officers of the Issuer to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the existence or powers of the Issuer or the validity or enforceability of the Bonds or the Issuer Documents or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby including, without limitation, the Bonds, the Issuer Documents or the Limited Offering Memorandum; or (B) adversely affect (1) the transactions contemplated by the Bonds or the Issuer Documents; or (2) the exemption of the interest on the Bonds from federal or State of Wisconsin income taxation.

(f) When authenticated by the Trustee and delivered to and paid for by the Underwriter in accordance with the terms of the Indenture and this Bond Purchase Agreement, the Bonds (i) will have been duly authorized, executed and issued, (ii) will constitute legal, valid and binding limited obligations of the Issuer enforceable in accordance with their terms, except as limited by bankruptcy, insolvency, reorganization, moratorium and similar laws and usual equity principles, and (iii) will be secured by the Indenture. The Bonds and the interest, purchase price and premium, if any, thereon shall not constitute a general obligation or indebtedness of the

Issuer, the City of Green Bay, the County of Brown or of the State of Wisconsin, or any political subdivision thereof within the meaning of any provision of the Constitution or laws of the State of Wisconsin and shall not constitute or give rise to a pecuniary liability of the Issuer, the City of Green Bay, the County of Brown, the State of Wisconsin or any political subdivision thereof or a charge against the general credit or taxing power, if any, of the Issuer, the City of Green Bay, the County of Brown, the State of Wisconsin or any political subdivision thereof. The Issuer has no taxing power.

(g) The Issuer is not in violation of the Act, the Bond Resolutions, its bylaws or, to the best of its knowledge, any existing law, rule or regulation applicable to it and is not in default under any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the Issuer is a party or by which it is bound or to which any of its assets are subject, and the execution and delivery by the Issuer of the Issuer Documents and the Bonds, the assignment of the Note and substantially all of the Issuer's rights under the Loan Agreement and the compliance with the terms and conditions thereof will not conflict with or result in the breach of or constitute a default under any of the foregoing. No event has occurred and is continuing that, with the passage of time or the giving of notice or both, would constitute such a breach or default. Notwithstanding the foregoing, this representation does not include a default with respect to other financings in which the Issuer has acted as "conduit issuer" for other public or private entities not affiliated with the Borrower, wherein a default by such public or private entity would not have a material adverse effect on the credit of the Issuer or of the Borrower.

(h) The Issuer is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money or under any instrument under or subject to which any indebtedness has been incurred. To the Issuer's knowledge, no event has occurred or is continuing under any such financing document(s) that, with the lapse of time or the giving of notice, or both, would constitute an event of default thereunder. Notwithstanding the foregoing, this representation does not include a default with respect to other financings in which the Issuer has acted as "conduit issuer" for other public or private entities not affiliated with the Borrower, wherein a default by such public or private entity would not have a material effect on the credit of the Issuer or of the Borrower.

(i) The information contained in the Limited Offering Memorandum in the sections "THE ISSUER" and "LITIGATION – The Issuer" do not contain any untrue statement of a material fact and does not omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(j) The Issuer will cooperate with the Underwriter in the qualification of the Bonds for offering and sale and the determination of their eligibility for investment under the securities or "blue sky" laws of such jurisdictions as the Underwriter shall designate; provided, however, the Issuer shall not be required to register as a dealer or broker in any such jurisdiction, nor execute a general consent to service of process or qualify to do business in connection with any such qualification of the Bonds in any such jurisdiction. The Borrower shall pay any costs incurred by the Issuer in performing such duties.

(k) Upon the issuance and delivery of the Bonds, there will be no other obligations that are secured under the Indenture.

(l) To the best of the Issuer's knowledge, neither the Issuer nor anyone authorized to act on its behalf has, directly or indirectly, offered the Bonds for sale to, or solicited any offer to buy the same from, anyone other than the Underwriter.

(m) To the best of the Issuer's knowledge, neither the Securities and Exchange Commission nor any state securities commission has issued or threatened to issue any order preventing or suspending the use of the Limited Offering Memorandum.

(n) The Issuer acknowledges and agrees that these representations are made to induce the Underwriter to act as exclusive selling agent with respect to the Bonds.

(o) Any certificate signed by an authorized officer of the Issuer delivered to the Underwriter shall be deemed a representation by the Issuer to the Underwriter as to the statements made therein.

3. Representations and Warranties of the Borrower. In order to induce the Underwriter and the Issuer to enter into this Bond Purchase Agreement, the Borrower represents, warrants and covenants to and with the Underwriter and the Issuer as follows, all of which shall survive the delivery of the Bonds:

(a) The Borrower is a corporation duly organized and validly existing under the laws of the State of Wisconsin, has all necessary corporate power and authority to enter into, deliver, carry out and consummate this Bond Purchase Agreement, the Loan Agreement, the Note, the Remarketing Agreement and the Reimbursement Agreement (collectively, the "Borrower Documents"), and, by proper corporate action, has duly authorized or will duly authorize the execution and delivery of the Borrower Documents, and the approval of the terms of the Indenture.

(b) The proceeds of the sale of the Bonds to be loaned by the Issuer to the Borrower are expected to be applied as described under the section "PLAN OF FINANCE" in the Limited Offering Memorandum. The Project is of a type authorized and permitted by the Act.

(c) The Borrower has duly authorized all actions required to be taken by it for (i) the execution, delivery and due performance of the Borrower Documents and the undertaking of the Project and approval of the terms of the Indenture, and (ii) the delivery of the Limited Offering Memorandum, and any and all such other agreements and documents as may be required to be executed, delivered or performed by the Borrower in order to carry out, give effect to and consummate the transactions contemplated on its part hereby and by each of the aforesaid documents.

(d) The Borrower Documents are in the forms approved by the officers of the Borrower and upon the execution and delivery thereof, each will constitute the valid and legally binding (and in the case of the Note, limited) obligation of the Borrower, enforceable in accordance with its terms, subject in each case to usual principles of equity and to any applicable

bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or other laws affecting the enforcement of creditors' rights generally from time to time in effect.

(e) The execution and delivery of the Borrower Documents, the performance by the Borrower of its obligations thereunder and the approval of the Limited Offering Memorandum will not conflict with or constitute a violation of, breach of or result in a default under (i) the articles of incorporation, by-laws or other governing instruments of the Borrower, (ii) to the best of the knowledge of the Borrower, any federal or Wisconsin constitutional or statutory provision, (iii) any mortgage, lease, resolution, agreement or other instrument to which the Borrower is a party or by which it is bound, or (iv) to the best of the knowledge of the Borrower, any order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Borrower or its property.

(f) No further consent, approval, authorization or order of any governmental or regulatory authority is required to be obtained by the Borrower as of the date hereof or as a condition precedent to the undertaking of the Project, the execution and delivery by the Borrower of the Borrower Documents or the performance by the Borrower of its obligations thereunder (except any consents or other matters as to compliance with state securities or "blue sky" laws, as to which no representation or warranty is made herein).

(g) The Borrower is not a party to any contract or agreement or subject to any charter or other provision the performance or breach of which would have a material adverse effect on the financial condition or operations of the Borrower or its ability to undertake the Project.

(h) The Borrower is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money or under any instrument under or subject to which any indebtedness has been incurred. No event has occurred or is continuing that, with the lapse of time or the giving of notice, or both, would constitute an event of default thereunder.

(i) To the best of the knowledge of the Borrower, the Borrower is not in violation in any material respect of any existing law, rule or regulation applicable to it and is not in material default under any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other material agreement, instrument or restriction of any kind to which the Borrower is a party or by which it is bound or to which any of its assets are subject, and the undertaking of the Project and the execution and delivery by the Borrower of the Borrower Documents and the compliance with the terms and conditions thereof will not conflict with or result in the breach of or constitute a default under any of the foregoing.

(j) There is no litigation at law or in equity, or any proceeding before any governmental agency, pending or, to the knowledge of the Borrower, threatened, in which any liability of the Borrower is not adequately covered by insurance or in which any judgment or order directed to the Borrower would have a material adverse effect upon the operations or assets of the Borrower or affect (i) the organization and existence of the Borrower, (ii) its authority to execute and deliver the Borrower Documents, (iii) the validity or enforceability of any such instruments or the transactions contemplated thereby, (iv) the title of the officers who executed or

will execute such instruments, or (v) any authority or proceedings relating to the execution and delivery of such instruments by the Borrower.

(k) To the best of the knowledge of the Borrower, neither the Borrower nor anyone authorized to act on its behalf has, directly or indirectly, offered the Bonds for sale to, or solicited any offer to buy the same from, anyone other than the Underwriter.

(l) Neither the Securities and Exchange Commission nor any state securities commission has issued or, to the best of the knowledge of the Borrower, threatened to issue, any order preventing or suspending the use of the Limited Offering Memorandum or otherwise seeking to enjoin the offer or sale of the Bonds.

(m) Any certificate signed by an authorized officer of the Borrower and delivered to the Issuer or the Underwriter shall be deemed a representation and warranty by the Borrower to the Issuer or the Underwriter as to the statements made therein.

(n) The Borrower will cooperate with the Underwriter and its counsel in any reasonable endeavor to qualify the Bonds for offering and sale under the securities or "blue sky" laws of such jurisdictions of the United State of America as the Underwriter may request, provided the Borrower shall not be required to take any action which would subject it to general service of process or to qualify as a foreign corporation in any jurisdiction where it is not now so subject.

(o) As of the date of, the Limited Offering Memorandum, the information relating to the Borrower and the Project contained in the Limited Offering Memorandum, does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading. The preceding representation is subject to the limitation that information about the Borrower and the Project is not intended to include all information necessary to present fairly the business and affairs of the Borrower and the risks involved with the Project, and no representation is made that such information would be adequate for such purpose. Further, the Limited Offering Memorandum contains specific notice to prospective purchasers of the Bonds that they should look primarily to the Letter of Credit to provide payment on the Bonds. The Borrower authorizes and consents to the use of the Limited Offering Memorandum by the Underwriter in the offering and sale of the Bonds.

4. Issuance, Sale and Purchase of the Bonds.

(a) On the basis of the representations and warranties contained herein and in the other agreements referred to herein and subject to the terms and conditions set forth herein, the Issuer agrees to issue and sell to the Underwriter, and the Underwriter agrees to purchase from the Issuer, all, but not less than all, of the Bonds at a price of \$_____, which is the par amount of the Bonds of \$160,000,000 minus an underwriting discount of \$_____. The closing and delivery of the Bonds (the "Closing") will be at the offices of Husch Blackwell LLP, Milwaukee, Wisconsin, upon payment therefor in same day federal funds to the Trustee for the account of the Issuer, prior to the close of business on July ___, 2019, or such other place and

time as the Underwriter and the Borrower may agree in writing (the "Closing Date"). The Bonds shall be held by the Trustee, pursuant to DTC's "FAST" system, and delivered to the Underwriter through the facilities of The Depository Trust Company, New York, New York ("DTC"). One fully-registered Bond in the aggregate principal amount of the Bonds shall be issued to and registered in the name of Cede & Co., nominee for DTC, as securities depository, and the beneficial interests in the Bonds so registered will be credit to such accounts with DTC as the Underwriter shall designate. If the Borrower prepares an amendment or supplement to the Limited Offering Memorandum, the Underwriter may postpone the Closing Date to the tenth business day after the preparation of such amendment or supplement or such other time as the Underwriter and the Borrower determine.

(b) Neither the failure to print the CUSIP identification number on the Bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Bonds in accordance with the terms hereof.

(c) Neither the Bonds, any underlying security, nor the Indenture will be registered or qualified under the Securities Act of 1933, as amended (the "1933 Act"), or the Indenture Act of 1939, as amended. The Bonds will be offered and sold pursuant to an exemption granted by the 1933 Act.

5. Limited Offering Memorandum Offering by Underwriter.

(a) The Issuer, at the expense of the Borrower, shall furnish the Underwriter, within one business day from the date hereof, with such number of additional copies of the Limited Offering Memorandum, which need not be manually executed, as the Underwriter may reasonably request for use in the offering and sale of the Bonds. The Limited Offering Memorandum, including any amendments thereto, shall be prepared in word-searchable PDF format as described in the Municipal Securities Rulemaking Board's ("MSRB") Rule G-32 and an electronic copy of the word-searchable PDF format of the Limited Offering Memorandum shall be provided to the Underwriter no later than one (1) business day prior to the Closing Date to enable the Underwriter to comply with MSRB Rule G-32. The Underwriter agrees to file copies of the Limited Offering Memorandum with the MSRB.

(b) The Underwriter represents and warrants that it will offer the Bonds only pursuant to the Limited Offering Memorandum and only in states where the offer and sale of the Bonds are legal, either as exempt securities, in exempt transactions or as a result of due registration of the Bonds for sale in any such state.

(c) The Borrower, on behalf of the Issuer, shall take all actions and provide all information reasonably requested by the Underwriter to ensure that the Limited Offering Memorandum at all times during the initial limited offering and distribution of the Bonds does not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. If between the date of this Bond Purchase Agreement and the date 25 days after the End of the Underwriting Period (as hereinafter defined), any event shall occur and become known, or any pre-existing fact or condition shall become known that, in the reasonable

judgment of the Underwriter, might cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact that should be included for the purposes for which the Limited Offering Memorandum was to be used or that is necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Issuer and the Borrower shall promptly notify the Underwriter thereof, and if in the reasonable opinion of the Underwriter such event, fact or condition requires the preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the Issuer at the Borrower's cost and direction will supplement or amend the Limited Offering Memorandum in a form and in a manner approved by the Underwriter. For the purposes of this Bond Purchase Agreement, the term "End of Underwriting Period" shall be the later of the Closing Date or when the Underwriter no longer retains an unsold balance of the Bonds for sale to the public. If the underwriting period does not end on the Closing Date, the Underwriter will advise the Issuer and the Borrower when the underwriting period has ended; provided that the underwriting period will end not more than 90 days after the Closing Date. The Underwriter will use its best efforts to end the underwriting period as soon as possible.

(d) The Issuer and the Borrower agree to notify the Underwriter immediately of receipt of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

(e) The Borrower agrees to indemnify and hold harmless the Issuer and the Underwriter, and each member, director, officer, employee or agent of the Issuer and the Underwriter, and each person, if any, who controls the Issuer or the Underwriter within the meaning of Section 15 of the 1933 Act, or Section 20 of the Securities Exchange Act of 1934, as amended, against any losses, claims, damages, liabilities or expenses, joint or several, to which any of them may become subject, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Limited Offering Memorandum, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each of them for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred; provided, however, that the Borrower shall not be liable in any such case to the extent that any such loss, claim, damage, liability or expense arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in the Limited Offering Memorandum or any such amendment or supplement (1) in reliance upon and in conformity with written information furnished to the Borrower by the Underwriter for the sections entitled "UNDERWRITER" and "REMARKETING AGENT" expressly for use therein, (2) in reliance upon and in conformity with written information furnished to the Borrower by the Issuer for the sections entitled "THE ISSUER" and "LITIGATION – The Issuer", or (3) describing or relating to DTC and the book-entry system for the Bonds.

(f) Promptly after receipt by an indemnified party under subsection (e) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the Borrower under such subsection, notify the Borrower in writing

of the commencement thereof; but the omission so to notify the Borrower shall not relieve it from any liability that it may have to any indemnified party (i) under this Section, so long as the Borrower is given the reasonable opportunity to defend such claim, and (ii) otherwise than under such subsection. In case any such action shall be brought against any indemnified party and it shall notify the Borrower of the commencement thereof, the Borrower shall assume the defense thereof, with counsel satisfactory to such indemnified party; provided, however, if the defendants in such action include both the indemnified party and the Borrower and the indemnified party shall have reasonably concluded that there may be legal defenses available to it which are different from or in addition to those available to the Borrower, the indemnified party shall have the right to select appropriate counsel to assume such legal defenses and to otherwise participate in the defense of such action on behalf of such indemnified party. Upon assumption of the defense of such action by the Borrower and approval by the indemnified party of counsel, the Borrower shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation unless the indemnified party shall have employed counsel in accordance with the proviso to the immediately preceding sentence. The Borrower shall not, in connection with any one action or claim, or separate but substantially similar actions or claims arising out of the same general allegations, be liable for the fees and expenses of more than one separate firm of attorneys at any time for all indemnified parties, except to the extent that local counsel, in addition to regular counsel, is required in order to defend effectively against such action or claim. The Borrower shall not, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party. The Borrower shall not be liable for any settlement of any action effected without its written consent, but if settled with such consent or if there is a final judgment for the plaintiff in such action, the Borrower agrees to indemnify and hold harmless the indemnified party from and against such loss or liability by reason of such settlement or judgment to the extent required hereby. Notwithstanding any provision of this subsection (f) to the contrary, the Issuer, each member, officer, employee and agent of the Issuer and any person who controls the Issuer as aforesaid shall have the right to retain separate counsel in any such action and to participate in the defense thereof at the Borrower's expense.

(g) If the indemnification provided for in this section is unavailable to or insufficient to hold harmless an indemnified party under subsection (f) above in respect of any losses, claims, damages, liabilities or expenses (or actions in respect thereof) referred to therein, then the Borrower in lieu of indemnifying such indemnified party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages, liabilities or expenses (or actions in respect thereof) in such proportion as is appropriate to reflect the relative benefits received by the Borrower on the one hand and the Underwriter on the other from the offering of the Bonds. If, however, the allocation provided by the immediately preceding

sentence is not permitted by applicable law or if the indemnified party failed to give the notice required under subsection (b) above, then the Borrower shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Borrower on the one hand and the Underwriter on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Borrower on the one hand and the Underwriter on the other shall be deemed to be in the same proportion as the total net proceeds from the offering of the Bonds (before deducting costs of issuance other than underwriting discounts, fees and commissions) received by the Borrower in the underwritten public offering bear to the total underwriting discounts, fees and commissions received by the Underwriter with respect to the Bonds purchased in the underwritten public offering. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Borrower on the one hand or the Underwriter on the other and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The Borrower and the Underwriter agree that it would not be just and equitable if contributions pursuant to this subsection (g) were determined by *pro rata* allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this subsection (g). The amount paid or payable by an indemnified party as a result of the losses, claims, damages, liabilities or expenses (or actions in respect thereof) referred to above in this subsection (g) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

The obligations of the Borrower under this Section shall be in addition to any liability that the Borrower may otherwise have.

(h) The Issuer, at the expense of the Borrower (except as to any default by the Issuer hereunder) and the Borrower will take all actions and provide all information with respect to the sections or portions thereof covered by representations and warranties by the Issuer or the Borrower, as applicable, pursuant to paragraphs 2(j) or 3(n), reasonably requested by the Underwriter necessary or desirable to register the Bonds under, or comply with, the blue sky laws in the states in which the Bonds are to be offered by the Underwriter or to ensure that the Limited Offering Memorandum at all times during the initial offering and distribution of the Bonds does not contain any untrue statement of a material fact and does not omit to state any material fact necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(i) In order to assist the Wells Fargo Bank, NA, in its capacity as the remarketing agent for the Bonds, (the "Remarketing Agent") to comply with its obligations under Municipal Securities Rulemaking Board ("MSRB") Rule G-34(c), the Borrower agrees to provide to the Remarketing Agent on the Closing Date with the Liquidity Documents. "Liquidity Documents" shall mean (i) the letter of credit agreement (i.e. the

Reimbursement Agreement), (ii) the standby bond purchase agreement, (iii) any other document that establishes an obligation to provide liquidity for variable rate demand obligations, (iv) those documents that include provisions detailing critical aspects of the liquidity provisions for variable rate demand obligations, including, but not limited to, (a) the circumstances under which a liquidity facility may terminate, (b) the notice period for bondholder tenders and (c) the term out (amortization) period for variable rate demand obligations held by the liquidity provider, (v) any amendment, extensions, renewals, replacements or terminations thereof, and (v) any other document required to comply with MSRB Rule G-34(c), as it may be amended from time to time; and, in each case where required to be delivered, such delivery shall be by electronic means in a word-searchable PDF file (or in such other form as the remarketing agent shall notify the Issuer/Borrower in writing) labeled with the following information: (a) CUSIP number; (b) name of issuer; (c) name of transaction; (d) name of document; and (e) whether the document is an execution version or a redacted version.

6. **Conditions.** The Underwriter's obligations hereunder shall be subject to the due performance in all material respects by the Issuer and the Borrower of their obligations and agreements to be performed hereunder at or prior to the Closing and to the accuracy of and compliance with in all material respects their representations and warranties contained herein and in the Indenture and the Loan Agreement, as of the date hereof and on the Closing, and are also subject to receipt of the following evidence and documents and satisfaction of the following conditions, as appropriate, at or prior to the Closing:

(a) The Bonds, the Indenture, the Loan Agreement, the Note, the Remarketing Agreement and the Reimbursement Agreement shall have been duly authorized, executed and delivered by the respective parties thereof in the forms heretofore approved by the Underwriter with only such changes therein as shall be mutually agreed upon by the parties thereto and the Underwriter, and shall be in full force and effect on the date of Closing.

(b) At or before the Closing, the Underwriter and the Issuer shall receive:

(1) A certified copies of the Bond Resolutions approving the Bonds and related documentation;

(2) A certificate of the Borrower dated the Closing Date and executed by its appropriate officers confirming (A) the accuracy on such date of representations and warranties of the Borrower contained in the Borrower Documents, (B) performance by the Borrower of its obligations hereunder, (C) that there has been no material adverse change in the condition (financial or otherwise) of the Borrower, (D) no litigation of which the Borrower has received notice is pending or, to the best of his knowledge, threatened against the Borrower (i) to restrain or enjoin the issuance or delivery of the Bonds or the collection of revenues pledged under the Indenture, (ii) in any way contesting or affecting any authority for the issuance of the Bonds or the validity of the Bonds or the Borrower Documents or (iii) in any way contesting the corporate existence or powers of the Borrower; (iv) to the best of his knowledge, no event affecting the Borrower has occurred since the date of the Limited Offering Memorandum

considering the purpose for which it is to be used which is necessary to be disclosed therein in order to make the statements and information therein not misleading in any material respect;

(3) A certificate of the Issuer dated the Closing Date and executed by its Chair or Vice Chair confirming (A) the accuracy on such date with the representations of the Issuer contained in the Issuer Documents, (B) performance by the Issuer of its obligations hereunder, (C) that the Bond Resolutions and the Issuer Documents are in full force and effect on such date and have not been amended, modified, or supplemented, except as may have been agreed to by the Underwriter, (D) to the best of his knowledge, no event affecting the Issuer has occurred since the date of the Limited Offering Memorandum considering the purpose for which it is to be used which is necessary to be disclosed therein in order to make the statements and information, with the sections "THE ISSUER" and "Litigation – The Issuer", therein not misleading in any material respect, and (E) no litigation is pending, or to his knowledge, threatened against the Issuer (i) to restrain or enjoin the issuance or delivery of the Bonds or the collection or application of revenues pledged under the Indenture, (ii) in any way contesting or affecting for the issuance of the Bonds or the validity of the Bonds or any of the other Bond Documents or (iii) in any way contesting the existence or powers of the Issuer, and (E) that all the limitations, conditions and provisions precedent to the issuance of the Bonds have been observed, met and satisfied;

(4) An opinion of Husch Blackwell LLP, bond counsel, in substantially the form attached as Appendix D to the Limited Offering Memorandum and dated the Closing Date, together with a supplemental opinion of Husch Blackwell LLP, bond counsel, in substantially the form attached hereto as **Exhibit C** and dated the Closing Date;

(5) An opinion of Ballard Spahr LLP, federal tax counsel, in substantially the form attached as Appendix D to the Limited Offering Memorandum and dated the Closing Date and a letter from federal tax counsel dated the Closing Date and addressed to the Underwriter and the Trustee to the effect that such approving opinion may be relied upon by the Underwriter and the Trustee as if such opinion had been addressed to the Underwriter and the Trustee.

(6) An Opinion of Godfrey & Kahn, S.C., Milwaukee, Wisconsin, counsel to the Bank, dated the Closing Date, addressed to the Underwriter, the Issuer, the Trustee, and the Borrower, in form satisfactory to the Underwriter, confirming the enforceability of the Letter of Credit and the exempt status of the Letter of Credit under the 1933 Act.

(7) An opinion of Ballard Spahr LLP, special federal tax counsel, in substantially the Form attached as Appendix D to the Limited Offering Memorandum and dated the Closing Date;

(8) An opinion of the Office of the City Attorney of the City of Green Bay, Wisconsin, counsel for the Issuer, in substantially the form attached hereto as **Exhibit B** and dated the Closing Date;

(9) An opinion of counsel for the Borrower, in substantially the form attached hereto as **Exhibit D** and dated the Closing Date;

~~(10) An opinion of Godfrey & Kahn, S.C., Milwaukee, Wisconsin, counsel to the Bank, in substantially the form attached hereto as **Exhibit E** and dated the Closing Date, addressed to the Underwriter, the Issuer, the Trustee and the Borrower, in form satisfactory to the Underwriter, confirming the enforceability of the Letter of Credit and the exempt status of the Letter of Credit under the 1933 Act;~~

(10) ~~(11)~~—An opinion of McGuireWoods LLP, counsel for the Underwriter, in form and substance satisfactory to the Underwriter and dated the Closing Date;

(11) ~~(12)~~—Confirmation of receipt by Bond Counsel of Internal Revenue Service Form 8038 completed with respect to the Bonds, together with a certificate executed by appropriate officers of the Issuer with respect to the information contained therein;

(12) ~~(13)~~—Receipt by the Underwriter of letters confirming the credit rating for the Bonds from Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. ("S&P"), of "____ / ____";

(13) ~~(14)~~—A copy of the fully executed Letter of Credit;

(14) ~~(15)~~—A certificate of the Bank, dated the Closing Date in form satisfactory to the Underwriter and the Underwriter's counsel;

(15) ~~(16)~~—A certificate by an appropriate officer of the Trustee, of the authorization of the Trustee to perform its duties and obligations under the Indenture;

(16) ~~(17)~~—A copy of the articles of incorporation of the Borrower, certified by the appropriate officer of the Wisconsin Department of Financial Institutions, together with proof of recent date, satisfactory to counsel to the Underwriter, of the good standing of the Borrower and a copy of the bylaws of the Borrower.

(17) ~~(18)~~—A certified copy of the resolution of the governing body of the Borrower authoring the execution and delivery of the Bond Documents to which the Borrower is a party and the approval of the Limited Offering Memorandum and the Indenture, certified by its Secretary or an Assistant Secretary;

(18) ~~(19)~~—Such additional certificates and other documents, agreements and opinions as the Underwriter may reasonably request to evidence performance of or compliance with the provisions hereof and the transactions contemplated hereby and by the Bond Resolutions, all such certificates and other documents to be satisfactory in form and substance to the Underwriter.

All opinions shall be addressed to the Underwriter, or shall be covered by a reliance letter addressed to the Underwriter, and may also be addressed to such other parties as the giver of such

opinion agrees thereto. All certificates, if addressed to any party, shall also be addressed to the Underwriter.

All such opinions, letters, certificates, and documents shall be in compliance with the provisions hereof only if they are in all material respects satisfactory to the Underwriter and to counsel to the Underwriter. If any condition of the Underwriter's obligation hereunder to be satisfied prior to the Closing is not so satisfied, this Bond Purchase Agreement may be terminated by the Underwriter by notice in writing or by facsimile or telegram to the Issuer. The Underwriter may waive in writing compliance by the Issuer of any one or more of the foregoing conditions or extend the time for their performance.

7. Termination. The Underwriter may terminate this Bond Purchase Agreement with no liability to them at any time prior to the Closing Date by written notice to the Issuer and the Borrower if between the date hereof and the Closing Date:

(a) The Borrower shall have sustained a substantial loss by fire, flood, accident or other calamity that, in the reasonable judgment of the Underwriter, renders it inadvisable to proceed with the sale of the Bonds, whether or not such loss shall have been insured;

(b) (i) Legislation shall be enacted or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration or shall be introduced in Congress and have an effective date prior to its date of enactments, (ii) a decision by a court of the United States or the United States Tax Court shall be rendered, or (iii) a ruling, regulation or statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed to be made with respect to federal taxation upon revenues or other income of the Borrower or similar institutions or upon interest on obligations of the general character of the Bonds, or (iv) other action or events shall have transpired which (1) may have the purpose or effect, directly, or indirectly of changing the federal income tax consequences of any of the transactions contemplated in connection herewith or (2) in the reasonable opinion of the Underwriter, materially adversely affects the market price of the Bonds, or the market price generally of obligations of the general character of the Bonds;

(c) Legislation shall have been proposed or a decision shall have been rendered by a court of the State or an order or ruling shall have been made or a regulation shall have been proposed or made or a press release or other form of notice shall have been issued by a Wisconsin taxing authority, upon interest on obligations of the general character of the Bonds, that may have the purpose or effect, directly or indirectly, of changing the Wisconsin tax consequences of any of the transactions contemplated in connection herewith, or, in the reasonable opinion of the Underwriter, affects materially and adversely the market for the Bonds, or the market price generally of obligations of the general character of the Bonds;

(d) Any legislation, ordinance, rule or regulation shall have been enacted or proposed or actively considered for enactment by any governmental body, department or agency

of the State, or any decision by any court of competent jurisdiction within the State, shall have been rendered that in the reasonable opinion of the Underwriter, materially and adversely affects the marketability of the Bonds;

(e) An event shall have occurred which in the reasonable opinion of the Underwriter requires the preparation and publication of a supplement or amendment to the Limited Offering Memorandum and the Borrower and the Issuer shall have failed to prepare and publish an appropriate supplement or amendment to the Limited Offering Memorandum;

(f) The Borrower has, without the prior written consent of the Underwriter, offered or issued any bonds, notes or other obligations for borrowed money, or incurred any material liabilities, direct or contingent (other than described in the Limited Offering Memorandum), or there has been an adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the Borrower;

(g) There shall have occurred any outbreak or escalation of hostilities or any national or international calamity or crisis including financial crises, or a financial crisis or a default with respect to the debt obligations of, or the institution of proceedings under the federal or the state bankruptcy laws by or against, the United States or the State of Wisconsin, or any agency or instrumentality thereof, the effect of which on the financial markets of the United States being such as, in the reasonable judgment of the Underwriter, would make it impracticable for the Underwriter to market the Bonds or to enforce contracts for the sale of the Bonds;

(h) There shall be in force a general suspension of trading on the New York Stock Exchange or other national securities exchange, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange or other national securities exchange, whether by virtue of a determination by any such exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction;

(i) A general banking moratorium shall have been declared by either federal, Wisconsin or New York authorities;

(j) Subsequent to the date hereof, legislation shall have been proposed by the President of the United States or the Securities & Exchange Commission or any member of the United States Congress or favorably reported for passage to either house of the Congress by any committee of such house to which such legislation has been referred for consideration, or legislation pending in the Congress of the United States shall be amended, or any legislation shall have been enacted, any decision by a court of the United States shall have been rendered or any stop order, ruling, regulation or release by or on behalf of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall have been made or proposed to the effect that obligations of the general character of the Bonds are not exempt from registration, qualification or other requirements of the Securities Act of 1933 or the Indenture Act of 1939, each as then in effect;

(k) A stop order, ruling, regulation or Limited Offering Memorandum by or on behalf of the Securities and Exchange Commission shall be issued or made to the effect that the issuance, offering or sale of the Bonds, or of obligations of the general character of the Bonds as contemplated hereby, is in violation of any provision of the 1933 Act, the Securities Exchange Act of 1934, as amended, or the Indenture Act of 1939, as amended;

(l) Any state "blue sky" or securities commission shall have withheld registration, exemption or clearance of the offering and, in the reasonable opinion of the Underwriter, the market for the Bonds is materially and adversely affected thereby;

(m) Any event shall have occurred or shall exist that, in the reasonable opinion of the Underwriter, (i) makes untrue or incorrect as of the Closing Date any material statement or information contained in the Limited Offering Memorandum, or (ii) is not reflected in the Limited Offering Memorandum but should be reflected therein in order to make the statements and information contained therein, in light of the circumstances under which they were made, not misleading as of the Closing Date;

(n) There shall have been any material adverse change in the affairs of the Borrower that in the Underwriter's reasonable judgment will materially adversely affect the market for the Bonds;

(o) S&P shall have taken any action to lower (including a change to negative outlook), suspend or withdraw its rating on the Bonds if such action, in the reasonable opinion of the Underwriter, materially and adversely affects (i) the marketability of the Bonds, or (ii) the Underwriter's ability to enforce contracts for the sale of any of the Bonds; or

(p) In the reasonable opinion of the Underwriter, the market price of any Bonds or the market price generally of obligations of the general character of the Bonds, has been adversely affected because (i) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange, or (ii) the New York Stock Exchange, other national securities exchange or any governmental authority shall have imposed as to any Bonds or similar obligations any material restrictions not now in force, or increased materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter.

8. Expenses.

(a) The Borrower has agreed to pay the Underwriter's discount set forth in paragraph 4 herein and inclusive in the expense component of the Underwriter's discount are actual expenses incurred by the Underwriter on behalf of the Borrower in connection with the marketing, issuance, and delivery of the Bonds, including, but not limited to, advertising expenses, the costs of any preliminary and final blue sky memoranda and CUSIP fees. The Borrower agrees to cause to be paid from the proceeds of the Bonds (in an amount which when added to the Underwriter's discount shall not exceed 2% of the amount of the proceeds derived from the limited offering of the Bonds) or from the Borrower's own funds:

(1) the cost of the preparation (including printing and distribution), issuance, delivery, filing and/or recording of the Borrower Documents, the Indenture, and the Limited Offering Memorandum (all in such reasonable quantities as may be requested by the Underwriter) and any documents related thereto, including any related blue sky filing or compliance costs;

(2) the cost of the preparation and delivery of the Bonds;

(3) the fees and disbursements of Bond Counsel, federal tax counsel, counsel to the Issuer, counsel to the Borrower, counsel to the Bank and counsel to the Underwriter;

(4) the fees and disbursements of any rating agencies rating the Bonds;

(5) the fees and disbursements (including counsel fees and disbursements) of the Trustee; and

(6) the fees and disbursements of any other counsel, experts or consultants (including accountants) retained by the Issuer or the Borrower in connection with the issuance of the Bonds.

(b) Notwithstanding any other provision of this Bond Purchase Agreement, in the event of the Borrower's failure to deliver the Bonds as a result of the Borrower's failure to take any action or perform any condition required of it under this Bond Purchase Agreement on the Closing Date or if the Borrower is unable on the Closing Date to satisfy the conditions of the Underwriter contained in this Bond Purchase Agreement, the Borrower will also pay all properly documented expenses incurred by the Underwriter, including counsel fees, in connection with the Bonds and the preparation of their issuance and sale and the costs incurred to qualify the Bonds for sale.

9. Establishment of Issue Price.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, substantially in the form attached hereto as **Exhibit EE**, together with the supporting pricing wires or equivalent communications, with such modifications as may be deemed appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) The Issuer represents that it will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of the Bonds.

(c) Reserved.

(d) The Underwriter confirms that:

(1) any selling group agreement and each retail distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The Issuer acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that the Underwriter or selling group member is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-price rule as applicable to the Bonds.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) "public" means any person other than an underwriter or a related party to an underwriter,

(2) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(3) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser have greater than 50% common ownership, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of

the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(4) "sale date" means the date of execution of this Bond Purchase Agreement by all parties.

10. Notices. All communications hereunder shall be in writing and shall be deemed delivered, if delivered in person, or sent by certified mail, return receipt required, to the respective parties as follows: to the Underwriter, 550 South Tryon Street, 27th Floor, Mailcode: D1086-271, Charlotte, North Carolina 28202 (Attention: John Wooten, Head of Municipal Placements); to the Issuer, 100 North Jefferson Street, Green Bay, Wisconsin 54301 (Attention: Finance Director/Comptroller); or to the Borrower, 1700 North Webster Court, Green Bay, Wisconsin 54302 (Attention: Corporate Controller).

11. Survival of Certain Representations, Warranties and Covenants. The respective representations, covenants and other statements of the Issuer and the respective representations, warranties, covenants and other statements of the Borrower set forth in or made pursuant to this Bond Purchase Agreement will remain in full force and effect, regardless of any investigation, or statement as to the results of any investigation, made by or on behalf of the Underwriter, the Issuer or the Borrower and will survive delivery of and payment for the Bonds or any termination of this Bond Purchase Agreement.

12. Authorization and Consent. The Issuer authorizes copies of the Indenture, the Loan Agreement and the Limited Offering Memorandum to be used by the Underwriter in connection with the limited offering and sale of the Bonds.

13. Benefits of Bond Purchase Agreement. This Bond Purchase Agreement is solely for the benefit of the Issuer, the Underwriter, the Borrower and their respective successors, and no other person shall acquire or have any right under or by virtue of this Bond Purchase Agreement. The term "successors" as used in this Bond Purchase Agreement shall not include any purchaser of the Bonds, as such a purchaser, from the Underwriter.

14. Severability. In case any one or more of the provisions of this Bond Purchase Agreement, for any reason, is held to be illegal or invalid, such illegality or invalidity will not affect any other provisions of this Bond Purchase Agreement, and this Bond Purchase Agreement will be construed and enforced as if such illegal or invalid provisions had not been contained in it.

15. Governing Law. This Bond Purchase Agreement will be construed and enforced in accordance with the laws of the State of Wisconsin without regard to its conflict of law principles.

16. No Advisory or Fiduciary Role. Each of the Issuer and the Borrower acknowledges and agrees that: (a) the transactions contemplated by this Bond Purchase Agreement are arm's length, commercial transactions among the Issuer, the Borrower and the

Underwriter, in which Wells Fargo Bank, NA, through the Wells Fargo Bank, NA Municipal Products Group, which conducts municipal securities sales, trading and underwriting operations on behalf of Wells Fargo Bank, NA acting solely as a principal and not acting as a municipal advisor, financial advisor or fiduciary to the Borrower; (b) the Underwriter has not assumed any advisory or fiduciary responsibility to the Issuer or the Borrower with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter or its affiliates have provided other services or is currently providing other services to the Issuer or the Borrower on other matters); (c) the only obligations the Underwriter has to the Issuer or the Borrower with respect to the transaction contemplated hereby expressly are set forth in this Bond Purchase Agreement; (d) the Issuer and the Borrower have each consulted their own respective financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent deemed appropriate; (e) the primary role of the Underwriter, acting through the Wells Fargo Bank, National Association Municipal Products Group, which conducts municipal securities sales, trading and underwriting operations on behalf of Wells Fargo Bank, National Association, as the Underwriter, is to purchase the Bonds, for resale to investors, in an arm's length commercial transaction between the Issuer, the Underwriter and the Borrower. The Underwriter has financial and other interests that differ from those of the Issuer and the Borrower.

17. Counterparts. This Bond Purchase Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

18. Miscellaneous. This Bond Purchase Agreement is made solely for the benefit of and is binding upon each of the parties and their respective successors and assigns. It is the entire agreement of the parties, superseding all prior agreements, and may not be modified except in writing signed by all of the parties hereto.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto, in consideration of the mutual covenants set forth herein and intending to be legally bound, have caused this Bond Purchase Agreement to be executed and delivered as of the date first written above.

Very truly yours,

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: _____

Its: _____

Accepted, as of the date hereof:

**REDEVELOPMENT AUTHORITY OF THE
CITY OF GREEN BAY, WISCONSIN**

By: _____

Its: _____

GREEN BAY PACKAGING INC.

By: _____

Its: _____

**REDEVELOPMENT AUTHORITY OF THE
CITY OF GREEN BAY, WISCONSIN**

**EXEMPT FACILITY VARIABLE RATE DEMAND
REDEVELOPMENT REVENUE BONDS, SERIES 2019
(GREEN BAY PACKAGING INC. PROJECT)**

Principal Amount: \$160,000,000

Initial weekly Rate: _____%

Maturity Date: _____, 2047 July 1, 2047

Dated Date: July 2, 2019

Opinion of Authority Counsel

Supplemental Opinion of Bond Counsel

Opinion of Borrower Counsel

~~Opinion of Bank Counsel~~ Issue Price Certificate

Document comparison by Workshare 9.5 on Tuesday, June 11, 2019 1:35:22 PM

Input:	
Document 1 ID	interwovenSite://DMSPROXY/Active/116486792/3
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Description	#116486792v4<Active> - Green Bay - Bond Purchase Agreement
Rendering set	MW Standard

Legend:	
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Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
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Deletions	19
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	38

LIMITED OFFERING MEMORANDUM

NEW ISSUE
BOOK ENTRY ONLY

RATINGS: S&P: _____
(See "Ratings" herein)

In the opinion of Ballard Spahr LLP, Special Tax Counsel, interest on the Bonds is excludable from gross income for federal income tax purposes, assuming continuing compliance with the requirements of the federal tax laws, except for interest on any Bond for any period during which such Bond is owned by a person who is a "substantial user" of the facilities financed by the Bonds or a "related person". Interest on the Bonds is subject to the alternative minimum tax imposed on individuals. See "TAX MATTERS" herein. In the opinion of Husch Blackwell LLP, Bond Counsel, the Bonds and the interest thereon and income therefrom, are exempt from inclusion in gross income for Wisconsin income taxation purposes. See "TAX MATTERS" herein.

THE BONDS DESCRIBED HEREIN ARE BEING OFFERED ONLY TO INVESTORS THAT ARE DEEMED TO BE (I) A QUALIFIED INSTITUTIONAL BUYER, BUYER AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT") AND/OR AN ACCREDITED INVESTOR, INVESTOR AS DEFINED IN RULE 501(A) OF THE 1933 ACT; OR (II) A SOPHISTICATED MUNICIPAL MARKET PROFESSIONAL AS DEFINED IN THE MUNICIPAL SECURITIES RULEMAKING BOARD'S RULE D-15.

\$160,000,000

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, WISCONSIN Exempt Facility Variable Rate Demand Redevelopment Revenue Bonds, Series 2019 (Green Bay Packaging Inc. Project)

Dated: Date of Delivery

Price: 100%

Due: July 1, 2047

The Bonds are being issued by the Redevelopment Authority of the City of Green Bay, Wisconsin (the "Issuer") pursuant to an Indenture of Trust, dated as of July 1, 2019 (the "Indenture"), between the Issuer and Wells Fargo Bank, National Association, as trustee (in such capacity, the "Trustee"). The Issuer will loan the proceeds of the Bonds to Green Bay Packaging Inc. (the "Borrower"), pursuant to a Loan Agreement (the "Loan Agreement") dated as of July 1, 2019, between the Issuer and the Borrower. Pursuant to the Loan Agreement and the promissory note of the Borrower, dated the date of its delivery, issued on behalf of the Issuer in connection therewith, the Borrower is obligated to make payments to the Issuer in amounts sufficient to pay the principal of and premium, if any, and interest on the Bonds, and certain other fees and expenses and to make payments sufficient to pay the purchase price of Bonds tendered or deemed tendered for purchase to the extent that other moneys are not available therefor, as described in the Loan Agreement.

From the date of original issuance of the Bonds through July ~~2~~, 2022, unless extended or earlier terminated prior thereto, principal of, and interest payments on, and the purchase price upon tender of the Bonds will be payable from funds drawn under an irrevocable direct-pay letter of credit (the "Letter of Credit") issued in favor of the Trustee by

WELLS FARGO BANK, NATIONAL ASSOCIATION

(the "Bank" or in such capacity, the "Credit Provider"). THE INITIAL LETTER OF CREDIT MAY EXPIRE BEFORE THE MATURITY DATE OF THE BONDS. The initial Letter of Credit is the direct obligation of the Bank to pay to the Trustee, in conformity with the terms thereof, sums up to the principal amount of the Bonds and up to 35 days' accrued interest on the Bonds (calculated at an assumed maximum rate of interest of 12% per annum).

The Bonds, as initially issued, will bear interest at a variable rate of interest set through July 10, 2019, and thereafter adjusted weekly (the "Weekly Rate") (see "THE BONDS – Interest on the Bonds-Initial Rate and Weekly Rate") and continue to bear interest at the Weekly Rate to, but not including, the date upon which the interest rate borne by the Bonds is converted, if ever, to the Flexible Term Rate, the Medium-Term Rate, the Index Interest Rate or the Fixed Rate (each as herein defined) in accordance with the terms of the Indenture, as described herein. Pursuant to the Indenture, during the Weekly Rate Period any Bond will be purchased on the demand of the registered owner thereof on any Business Day (as defined in the Indenture) prior to the date (the "Conversion Date") on which the Bonds commence to bear interest at the Flexible Term Rate, the Medium-Term Rate, the Index Interest Rate or the Fixed Rate upon delivery of twenty-five days' prior written notice to the Remarketing Agent and the Trustee.

During the Weekly Rate Period, interest is payable on the first Business Day of each month, commencing August 1, 2019, and on the Conversion Date. While the Bonds bear interest at the Weekly Rate, interest on the Bonds will be computed on the basis of a 365- or 366-day year for the actual number of days elapsed. The Bonds are subject to mandatory purchase on any Conversion Date. (See "THE BONDS – Conversion of Interest Rate Determination Method" and "THE BONDS – Mandatory Purchase Upon Conversion".)

The Bonds are subject to redemption prior to maturity as described herein.

The Bonds are issuable as fully registered Bonds in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC") to which principal, premium, if any, and interest payments on the Bonds will be made. Individual purchases of the Bonds will be made in book entry form only, and for Bonds in the Weekly Rate Period in the principal amount of at least \$100,000 and any integral multiple of \$5,000 in excess thereof except as otherwise provided in the Indenture. So long as Cede & Co. is the registered owner of the Bonds as nominee of DTC, reference herein to the Holders or registered owners of the Bond shall mean Cede & Co. and shall not mean the beneficial owners of the Bonds. So long as Cede & Co. is the registered owner of the Bonds, the principal of and interest and premium, if any, on the Bonds are payable to Cede & Co. as nominee of DTC, which will in turn remit such principal, interest and premium, if any, to the Participants and Indirect Participants for subsequent disbursement to the beneficial owners. See "THE BONDS – Book-Entry System."

THESE SECURITIES HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, BY VIRTUE OF THE EXEMPTION FROM REGISTRATION PROVIDED IN SECTION 3(a)(2) THEREOF.

This Limited Offering Memorandum generally describes the Bonds only while bearing interest at the Weekly Interest Rate. Prospective purchasers of the Bonds bearing interest at a rate other than the Weekly Interest Rate should not rely on this Limited Offering Memorandum.

The Bonds are offered, when, as and if issued by the Issuer, subject to delivery of opinions with respect to certain matters by Husch Blackwell LLP, Milwaukee, Wisconsin, Bond Counsel, and Ballard Spahr LLP, Washington, D.C., Special Tax Counsel, as described herein. Opinions with respect to certain matters also will be delivered by Godfrey & Kahn S.C., Milwaukee, Wisconsin, counsel to Wells Fargo Bank, National Association, in its capacity as the Credit Provider; by McGuireWoods LLP, Charlotte, North Carolina, counsel to Wells Fargo Bank, National Association, in its capacity as the Underwriter; by the Office of the City Attorney of Green Bay, counsel to the Issuer; and by von Briesen & Roper, S.C., Milwaukee, Wisconsin, counsel to the Borrower. It is expected that the Bonds will be available for delivery through the facilities of DTC, on or about July ~~2~~, 2019.

WELLS FARGO SECURITIES

June, 2019

SUMMARY AND CONTACT INFORMATION

CUSIP:	
Bonds Dated:	July 2 ² , 2019
Settlement Date:	July 2 ² , 2019
Final Maturity:	July 1, 2047
Federal Tax Status:	Non-AMT (See "TAX MATTERS")
State Tax Exempt:	Yes (See "TAX MATTERS")
Letter of Credit Provider:	Wells Fargo Bank, National Association
Letter of Credit Initial Expiration:	July 2 ² , 2022
Mandatory Sinking Fund:	No
Interest Rate Determination Methods:	Weekly Rate, Flexible Term Rate, Medium-Term Rate, Index Interest Rate and Fixed Rate
Initial Interest Rate Method:	Weekly Rate
Maximum Interest Rate:	12%
Interest Rate Computation Date:	Wednesday
Interest Rate Effective Date:	Thursday
Interest Rate Accrual Period:	Monthly, from first Business Day to first Business Day
Interest Payment Date:	Monthly, first Business Day
First Interest Payment Date:	August 1, 2019
Option Tender:	During Weekly Rate Period, upon seven days' notice to Remarketing Agent

Remarketing Agent

Wells Fargo Bank, National Association

Julie Chavez/Municipal Trading

Telephone: (704) 410-0469

John Wooten/Municipal Securities

Telephone: (704) 410-0804

THIS LIMITED OFFERING MEMORANDUM IS INTENDED FOR USE ONLY IN A LIMITED OFFERING TO QUALIFIED INVESTORS AND MAY NOT BE USED FOR ANY OTHER PURPOSE. IT DOES NOT PURPORT TO PROVIDE A COMPLETE DESCRIPTION OF ALL RISKS AND FACTORS TO BE CONSIDERED BY AN INVESTOR IN MAKING A DECISION TO PURCHASE THE BONDS.

THIS LIMITED OFFERING MEMORANDUM IS BEING FURNISHED TO THIRTY-FIVE OR LESS INVESTORS THAT ARE DEEMED TO BE (I) A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT") OR ACCREDITED INVESTORS WITHIN THE MEANING OF RULE 501(A) UNDER THE SECURITIES ACT OR (II) A SOPHISTICATED MUNICIPAL MARKET PROFESSIONAL AS DEFINED IN THE MUNICIPAL SECURITIES RULEMAKING BOARD'S RULE D-15, SOLELY FOR THE PURPOSE OF EACH INVESTOR'S CONSIDERATION OF THE PURCHASE OF BONDS, AND IS NOT TO BE USED FOR ANY OTHER PURPOSE OR MADE AVAILABLE TO ANYONE NOT DIRECTLY CONCERNED WITH THE DECISION REGARDING SUCH PURCHASE.

THE BONDS ARE SPECIAL LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE REVENUES AND RECEIPTS DERIVED FROM THE LOAN AGREEMENT, INCLUDING PAYMENTS RECEIVED UNDER THE NOTE, WHICH REVENUES AND RECEIPTS HAVE BEEN PLEDGED AND ASSIGNED TO THE TRUSTEE TO SECURE PAYMENT THEREOF, FROM AMOUNTS RECEIVED PURSUANT TO THE LETTER OF CREDIT AND FROM OTHER REVENUES AND RECEIPTS DESCRIBED IN THE INDENTURE. THE BONDS AND THE INTEREST, PURCHASE PRICE AND PREMIUM, IF ANY, THEREON SHALL NOT CONSTITUTE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE ISSUER, THE CITY OF GREEN BAY, THE COUNTY OF BROWN OR OF THE STATE OF WISCONSIN OR ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY PROVISION OF THE CONSTITUTION OR LAWS OF THE STATE OF WISCONSIN AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER, THE CITY OF GREEN BAY, THE COUNTY OF BROWN, THE STATE OF WISCONSIN OR ANY POLITICAL SUBDIVISION THEREOF OR A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER, IF ANY, OF THE ISSUER, THE CITY OF GREEN BAY, THE COUNTY OF BROWN, THE STATE OF WISCONSIN OR ANY POLITICAL SUBDIVISION THEREOF. THE ISSUER HAS NO TAXING POWER

No dealer, broker, salesman or other person has been authorized to give any information or to make any representation other than those contained in this Limited Offering Memorandum in connection with the offering described herein, and, if given or made, such other information or representation must not be relied upon as having been authorized. This Limited Offering Memorandum does not constitute an offer to sell or the solicitation of an offer to buy any securities other than the Bonds offered hereby, nor shall there be any offer or solicitation of such offer or sale of the Bonds in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. Neither the delivery of this Limited Offering Memorandum nor the sale of any of the Bonds implies that the information herein is correct as of any date subsequent to the date hereof.

The information contained herein has been obtained from the Issuer, the Borrower, the Credit Provider and other sources believed to be reliable. The Underwriter has provided the following sentence for inclusion in this Limited Offering Memorandum. The Underwriter has reviewed the information in this Limited Offering Memorandum in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

THE BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE 1933 ACT, IN RELIANCE UPON THE EXEMPTION CONTAINED IN SECTION 3(a)(2) OF THE 1933 ACT. THE INDENTURE HAS NOT BEEN QUALIFIED UNDER THE TRUST INDENTURE ACTION OF 1939, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT.

The information contained herein is subject to change after the date of this Limited Offering Memorandum, and this Limited Offering Memorandum speaks only as of its date.

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUER, THE BORROWER AND THE PROJECT AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR COMPLETENESS OF THIS LIMITED OFFERING MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

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\$160,000,000
REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, WISCONSIN
Exempt Facility Variable Rate Demand Redevelopment Revenue Bonds, Series 2019
(Green Bay Packaging Inc. Project)

INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page and the attached appendices, is to set forth certain information in connection with the issuance and sale by the Redevelopment Authority of the City of Green Bay, Wisconsin (the "Issuer"), a redevelopment authority created by the City of Green Bay, Wisconsin pursuant to the laws of the State of Wisconsin, of its Exempt Facility Variable Rate Demand Redevelopment Revenue Bonds, Series 2019 (Green Bay Packaging Inc. Project), in an aggregate principal amount of \$160,000,000 (the "Bonds"). *The following introductory statement is subject in all respects to the more complete information set forth in this Limited Offering Memorandum. The descriptions and summaries of various documents hereinafter set forth do not purport to be comprehensive or definitive and are qualified in their entirety by reference to each document.*

The Bonds are being issued pursuant to Section 66.1333 of the Wisconsin Statutes, as amended (the "Act"), and will be issued under, and equally and ratably secured by an Indenture of Trust dated as of July 1, 2019 (the "Indenture"), between the Issuer and Wells Fargo Bank, National Association, as trustee (in such capacity, the "Trustee"). The Bonds are being issued for the benefit of Green Bay Packaging Inc., a for-profit Wisconsin corporation (the "Borrower"), to finance the (i) construction of an approximately 451,980 square foot facility located in the City of Green Bay, Wisconsin (the "Facility") to be operated by the Borrower to convert recycled materials and mixed paper waste to produce liner-board and corrugating medium, (ii) acquisition and installation of related equipment at the Facility and (iii) payment of certain professional costs and costs of issuance (collectively, the "Project"). See **"THE BORROWER"** and **"PLAN OF FINANCE"**.

The Bonds and the interest thereon are special limited obligations of the Issuer payable solely from the revenues and funds pledged under the Indenture, including payments on a promissory note of the Borrower, and from moneys drawn under the irrevocable direct-pay Letter of Credit dated July ~~—, 2,~~ 2019 (the "Letter of Credit," which with any Alternate Credit Facility (as defined herein) from time to time in effect is sometimes referred to as the "Credit Facility") in the respective amounts hereinafter set forth issued by Wells Fargo Bank, National Association (in such capacity, the "Bank" or the "Credit Provider"). The Bonds are not general obligations of the Issuer and will not constitute or create a debt or a pledge of the general credit of the Issuer, the City of Green Bay (the "City"), the County of Brown (the "County") or the State of Wisconsin (the "State") or any political subdivision thereof and are not secured by the full faith and credit or taxing power of the State or any political subdivision thereof, including the City and the County.

Concurrently with the issuance of the Bonds, the Borrower will cause to be delivered to the Trustee the Letter of Credit, which may be terminated or may be replaced by another letter of credit or credit facility (an "Alternate Credit Facility") as described herein under **"THE LETTER OF CREDIT AND THE REIMBURSEMENT AGREEMENT."** The initial Letter of Credit issued by the Bank will be issued in an amount approximately equal to the principal amount of the Bonds plus {35 days} interest thereon at an assumed maximum interest rate of 12% per annum. The Letter of Credit will be issued pursuant to a Reimbursement Agreement dated as of July 1, 2019 (the "Reimbursement Agreement"), between the Borrower and the Bank providing for, among other things, repayment by the Borrower to the Bank of amounts drawn under the Letter of Credit pursuant to the Reimbursement Agreement and containing certain covenants of the Borrower. **PROSPECTIVE PURCHASERS OF THE BONDS**

SHOULD LOOK SOLELY TO THE LETTER OF CREDIT TO PROVIDE FOR PAYMENT ON THE BONDS. While Bonds bear interest at a Weekly Rate, expiration of the Letter of Credit or any Alternate Credit Facility without provision by the Borrower of a replacement Alternate Credit Facility will result in a mandatory purchase of the Bonds pursuant to the terms of the Indenture. Prior to its expiration, the Letter of Credit may be extended as provided therein or replaced with an Alternate Credit Facility in accordance with the provisions of the Indenture. The Bonds will be subject to mandatory tender for purchase on the effective date of an Alternate Credit Facility (a "Credit Modification Date"). See **"THE LETTER OF CREDIT AND THE REIMBURSEMENT AGREEMENT."**

ONLY LIMITED INFORMATION IS PROVIDED WITH RESPECT TO THE BORROWER. NO REPRESENTATION IS MADE CONCERNING THE FINANCIAL STATUS OR PROSPECTS OF THE BORROWER. PROSPECTIVE PURCHASERS OF THE BONDS ARE ADVISED TO RELY SOLELY UPON THE LETTER OF CREDIT FOR PAYMENT OF PRINCIPAL AND PURCHASE PRICE OF AND INTEREST ON THE BONDS. LIMITED INFORMATION REGARDING THE BANK APPEARS IN APPENDIX A. AN EVENT OF DEFAULT UNDER THE REIMBURSEMENT AGREEMENT, INCLUDING AMONG OTHER THINGS, THE BORROWER'S FAILURE TO PAY ITS REIMBURSEMENT OBLIGATIONS OR COMPLY WITH ITS COVENANTS THEREUNDER, WILL PERMIT THE BANK TO CAUSE AN EVENT OF DEFAULT UNDER THE INDENTURE, WHICH WOULD REQUIRE THE TRUSTEE TO DECLARE THE BONDS TO BE IMMEDIATELY DUE AND PAYABLE.

Pursuant to a Loan Agreement dated as of July 1, 2019 (the "Loan Agreement"), between the Borrower and the Issuer, the Issuer will loan the proceeds of the Bonds to the Borrower and the Borrower will execute and deliver its promissory note in a principal amount corresponding to the Bonds (the "Note"). Under the Note, the Borrower is obligated to pay amounts sufficient for the payment of principal of, redemption premium, if any, and interest on the Bonds, whether on scheduled payment dates, at maturity, upon redemption or acceleration or otherwise, and any other amounts required to be paid under the Indenture or the Loan Agreement. All right, title and interest of the Issuer in, to and under the Loan Agreement (other than the right to receive payment or reimbursement for expenses, the Issuer's indemnification rights set forth in the Loan Agreement and certain other rights of the Issuer, including its right to receive notices), all payments due under the Loan Agreement, and all moneys and obligations deposited or required to be deposited in the Project Fund, the Bond Fund, the Surplus Fund and the Bond Purchase Fund established under the Indenture are assigned, pledged and conveyed under the Indenture to the Trustee and its successors and assigns, in accordance with the terms of the Indenture, for the benefit of the Bond Owners (which term, as well as the terms "Owners" or "Holders," when used herein, shall mean the owners of the Bonds as shown in the bond register maintained by Wells Fargo Bank, National Association, as bond registrar (in such capacity, the "Registrar")).

From the date of authentication and delivery until the day elected by the Borrower pursuant to the Indenture on which the method of determining the interest rate on the Bonds (the "Interest Rate Determination Method") then in effect is changed (the "Conversion Date"), the Bonds will bear interest at a variable rate determined weekly (the "Weekly Rate") not to exceed the lesser of (i) 12% per annum, or (ii) the maximum rate permitted by law. The manner in which the Weekly Rate is determined is described more fully under **"THE BONDS – Interest on the Bonds – Initial Rate and Weekly Rate."** Interest on the Bonds during the period the Bonds bear interest at the Weekly Rate (the "Weekly Rate Period") will be payable on the first Business Day of each month, commencing August 1, 2019, on the Conversion Date and ending on the earlier of the Conversion Date or the maturity date for the Bonds (the "Interest Payment Dates").

At the election of the Borrower, the Bonds are subject to conversion to a flexible term interest rate (the "Flexible Term Rate"), an index interest rate (the "Index Interest Rate"), a medium-term interest

rate (the "Medium-Term Rate") or a fixed interest rate (the "Fixed Rate") upon terms described in the Indenture (See **"THE BONDS – Conversion of Interest Rate Determination Method"**). All of the Bonds are subject to mandatory tender and purchase on the Conversion Date for the Bonds. The procedures for the conversion of the Bonds to bear interest at such rates are described more fully under **"THE BONDS – Conversion of Interest Rate Determination Method."**

The interest rates with respect to the applicable Interest Rate Determination Method will be set by the Remarketing Agent, as described in the Indenture, on the applicable Computation Date. "Computation Date" means for a Weekly Rate Period, the ~~Wednesday of each week or if Wednesday is not a Business Day then the next succeeding Business Day~~ **Business Day immediately preceding the first day of such period.**

While the Bonds bear interest at the Weekly Rate, any Owner of Bonds will have the right to demand the purchase of Bonds in an Authorized Denomination, on any Business Day, at a purchase price equal to the principal amount thereof plus interest accrued to the purchase date, upon not less than seven days' irrevocable written notice prior to the purchase date with respect to Bonds bearing interest at the Weekly Rate to the Remarketing Agent (as defined below) and the Trustee, in the form prescribed in the Bonds.

For the purpose of facilitating the purchase of Bonds which are tendered during the Weekly Rate Period, the Borrower has entered into a Remarketing Agreement with respect to the Bonds, dated as of July 1, 2019 (the "Remarketing Agreement"), with Wells Fargo Bank, National Association, as Remarketing Agent (in such capacity, the "Remarketing Agent"), pursuant to which the Remarketing Agent has agreed, subject to the conditions therein contained, to use its best efforts to arrange for the sale in the secondary market of such Bonds.

During the Weekly Rate Period, the Bonds may be redeemed by the Issuer, **at the direction of the Borrower,** in whole on any Business Day or in part on any Interest Payment Date, upon written request from the Borrower (except as described herein under **"THE BONDS – Redemption of Bonds – Optional Redemption During Variable Rate Period"**), at a redemption price equal to the principal amount thereof, plus accrued interest to, but not including, the redemption date. In addition the Bonds are subject to extraordinary mandatory redemption as described herein. See **"THE BONDS – Redemption of Bonds."**

Brief descriptions of the Issuer, the Bank, the Bonds, the Letter of Credit, the Reimbursement Agreement, the Loan Agreement and the Indenture are included in this Limited Offering Memorandum, and a brief description of the Bank is attached to this Limited Offering Memorandum as Appendix A, respectively, which Appendix refers to and incorporate by reference certain documents and financial statements. Such descriptions do not purport to be comprehensive or definitive. All references herein to the Remarketing Agreement, the Reimbursement Agreement, the Letter of Credit, the Indenture the Loan Agreement and the Note are qualified in their entirety by reference to the document in question. All references herein to the Bonds are qualified in their entirety by the definitive form thereof contained in the Indenture. Definitive copies of all documents described in this Limited Offering Memorandum will be available at the corporate trust office of the Trustee. During the initial offering period with respect to the Bonds, preliminary copies of all such documents will be available in limited quantities at the principal office of the Underwriter, Wells Fargo Bank, National Association (in such capacity, the "Underwriter"), in Charlotte, North Carolina.

THE ISSUER

The Issuer is a public body corporate and politic duly organized and existing under the laws of the State of Wisconsin. The Issuer was created pursuant to Section 66.1333 of the Wisconsin Statutes (the "Act") and under a resolution adopted by the Common Council of the City on February 21, 1967. The Issuer is a separate entity from the City and is staffed by a Secretary/Executive Director who is an employee of the City. All other staff services which are necessary to carry out its programs and projects are provided by the City under a contract between the City and the Issuer.

Six citizen members and one member of the Common Council of the City serve as the commissioners of the Issuer. The current commissioners of the Issuer are:

	<u>Position</u>
Greg Delveaux	Chair
Matt Schueller	Vice Chair
James Blumreich	Citizen Member
Alder Barbara Dorff	Citizen Member
Kathy Hinkfuss	Citizen Member
Melanie Parma	Citizen Member
Vacancy	Citizen Member

Kevin Vonck, Secretary/Executive Director

The commissioners of the Issuer authorized the issuance of the Bonds and the execution and delivery of the Indenture and Loan Agreement, in a resolution adopted on June 4, 2019.

The Bonds will be issued pursuant to and in full compliance with the Constitution and laws of the State of Wisconsin and pursuant to resolutions adopted by the Issuer's governing body. **THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER. THE BONDS SHALL NOT CONSTITUTE A GENERAL OBLIGATION OF THE ISSUER, THE COUNTY, THE CITY, THE STATE OF WISCONSIN OR ANY POLITICAL SUBDIVISION THEREOF AND DO NOT GIVE RISE TO A CHARGE AGAINST THEIR GENERAL CREDIT OR THE TAXING POWERS OF THE STATE OF WISCONSIN, THE COUNTY OR THE CITY. THE ISSUER HAS NO TAXING POWERS.**

THE BORROWER

The Borrower is a privately held Wisconsin corporation based in Green Bay, Wisconsin. The Borrower's president and chief executive officer is William F. Kress. The Borrower is a paper and packaging company that makes paper and designs and manufactures corrugated containers, folding ~~cartons~~carton products and coated label products for various packaging and labeling applications. The Borrower was originally founded in 1933 and was formerly known as Green Bay Box Company before changing its name to Green Bay Packaging Inc. in 1963.

The above information is limited and does not provide all information necessary for a current evaluation of the Borrower's business and affairs, the risks involved with the operations of its facilities or the circumstances under which the Borrower may default under the Reimbursement Agreement. The Reimbursement Agreement contains covenants not described in this Limited Offering Memorandum, default under which may lead to acceleration of the Bonds. Purchasers of the Bonds should look solely to the Letter of Credit to provide payment of the Bonds.

PLAN OF FINANCE

The Project

The Borrower will use the proceeds of the Bonds to finance the (a) construction of an approximately 451,980 square foot facility located in the City of Green Bay, Wisconsin (the "Facility") to be operated by the Borrower to convert recycled materials and mixed paper waste to produce liner-board and corrugating medium, (b) acquisition and installation of related equipment at the Facility and (c) payment of certain professional costs and costs of issuance (collectively, the "Project").

Sources and Uses

The proceeds of the Bonds are estimated to be applied as follows:

Sources:

Principal Amount of Bonds	\$ _____
Estimated Interest Earnings on Project Fund	_____
Total Sources	\$ <u> </u>

Uses:

Costs of Project	\$ _____
Letter of Credit Fees and Costs of Issuance ¹	_____
Total Uses	\$ <u> </u>

¹Includes underwriter's discount, remarketing fees, letter of credit fees, legal fees, rating agency fees, and other miscellaneous costs of issuance for the Bonds.

THE BONDS

The following is a summary of certain provisions of the Bonds. Reference is made to the Bonds themselves for the complete text thereof and to the Indenture, and the discussion herein is qualified by such reference.

The following summary describes the terms of the Bonds only while the Bonds bear interest at the Weekly Interest Rate. Prospective purchasers of the Bonds should not rely on this summary if the Bonds are bearing interest at a rate other than the Weekly Interest Rate. If the Issuer, on behalf of the Borrower, elects to convert the Bonds to another Interest Rate Determination Method, a new official statement or a supplement to this Limited Offering Memorandum describing the terms of the Bonds during such Interest Rate Determination Method will be prepared.

General

The Bonds will be issued in the aggregate principal amount as described on the cover page hereof and will bear interest as set forth below. The Bonds will mature as described on the cover page hereof and are subject to redemption and purchase prior to maturity as described below.

The Bonds will be issuable as registered Bonds and upon the issuance will be registered in the name of Cede & Co. as nominee for The Depository Trust Company, New York, New York ("DTC").

Individual purchases of the Bonds will be made in book-entry form only, and while the Bonds are in a Weekly Rate Period in the principal amount of \$100,000 or any integral multiple of \$5,000 in excess thereof ("Authorized Denomination"); provided that if less than \$100,000 principal amount of Bonds is outstanding, one Bond shall be issued in such smaller denomination. Subject to the limitations provided in the Indenture and upon payment of any tax or governmental charge, if any, Bonds may be exchanged for a like aggregate principal amount of Bonds of other Authorized Denominations.

Limited Obligations

THE BONDS AND THE INDENTURE STATE THAT THE PRINCIPAL AND PURCHASE PRICE OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON THE BONDS ARE SPECIAL LIMITED OBLIGATIONS OF THE ISSUER PAYABLE EXCLUSIVELY FROM THE REVENUES AND RECEIPTS DERIVED FROM THE ~~LOAN AGREEMENT, INCLUDING PAYMENTS RECEIVED UNDER THE NOTE, WHICH REVENUES AND RECEIPTS HAVE BEEN PLEDGED AND ASSIGNED TO THE TRUSTEE TO SECURE PAYMENT THEREOF, FROM AMOUNTS RECEIVED PURSUANT TO THE LETTER OF CREDIT AND FROM OTHER REVENUES AND RECEIPTS DESCRIBED IN THE INDENTURE (TOGETHER, THE "TRUST ESTATE"~~"TRUST ESTATE" (AS DEFINED IN THE INDENTURE). THE BONDS DO NOT CONSTITUTE A DEBT OR A LOAN OF CREDIT OR A PLEDGE OF THE FULL FAITH AND CREDIT OR TAXING POWER, IF ANY, OF THE ISSUER, THE CITY OF GREEN BAY, THE COUNTY OF BROWN, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND SHALL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER, THE CITY OF GREEN BAY, THE COUNTY OF BROWN, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF. THE BONDS SHALL NOT CONSTITUTE, DIRECTLY OR INDIRECTLY, OR CONTINGENTLY OBLIGATE OR OTHERWISE CONSTITUTE A GENERAL OBLIGATION OF OR A CHARGE AGAINST THE GENERAL CREDIT OF THE ISSUER, BUT SHALL BE SPECIAL LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE SOURCES DESCRIBED HEREIN, BUT NOT OTHERWISE. THE ISSUER HAS ON TAXING POWER.

The primary security for the Bonds will be the Letter of Credit delivered by the Bank to the Trustee. Reference is made to **"THE LETTER OF CREDIT AND REIMBURSEMENT AGREEMENT"** and to Appendix A, which contains certain limited information regarding the Bank. There can be no assurance that the Bank will maintain its present financial condition or that an adverse change in such condition will not adversely affect its ability to honor future drawings under the Letter of Credit. The Letter of Credit has been issued pursuant to the Reimbursement Agreement, which contains certain covenants of the Borrower, including certain payment obligations of the Borrower, default of which could lead to acceleration of the Bonds. The Letter of Credit will expire on July 2, 2022, unless terminated earlier or extended in accordance with its terms. The Bonds will be subject to mandatory purchase upon the termination of the Letter of Credit Facility as described in **"THE BONDS – Mandatory Purchase on Credit Modification Date"** below.

Transfer, Registration and Exchange

The Bonds may be transferred, registered or exchanged as provided in the Indenture. Exchanges and transfers will be without expense to the Owner except for any applicable taxes or other governmental charges. After notice calling any Bond for redemption has been given and prior to such redemption, the Registrar shall only register the transfer of such Bond pursuant to an optional or mandatory purchase in accordance with the Indenture.

The Indenture directs the Issuer, the Trustee, the Borrower and certain other persons to deem and treat the person in whose name any Bond is registered in accordance with the Indenture on the registration books maintained pursuant to the Indenture as the Owner thereof for all purposes. Notwithstanding the above, so long as the Bonds are held under a book-entry system, transfers and exchanges of beneficial ownership of the Bonds will be effected on the books of the Securities Depository (as hereinafter defined) pursuant to its rules and procedures.

Book-Entry System

The description that follows of the procedures and recordkeeping with respect to beneficial ownership interests in the Bonds, payments of principal of and premium, if any, and interest on the Bonds to DTC (as defined below), its nominee, Direct and Indirect Participants (as defined below) or Beneficial Owners, confirmation and transfer of beneficial ownership interests in the Bonds and other bond-related transactions by and between DTC, Direct and Indirect Participants and Beneficial Owners is based solely on information furnished by DTC. **Neither the Issuer, the Trustee, the Credit Provider, the Borrower, the Remarketing Agent nor the Underwriter assume any responsibility for the accuracy or adequacy of the information included in such description.**

The Depository Trust Company ("DTC"), New York, New York will act as securities depository for the Bonds (together with its successors and assigns, the "Securities Depository"). The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Bonds and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating at AA+. The DTC rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant

through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of the Bonds with DTC and their registration in the name of Cede & Co. or other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, premium, if any, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the Issuer or the Trustee on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC (nor its nominee), the Trustee or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, if any, and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Issuer or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, certificates for the Bonds are required to be printed and delivered.

The Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, the Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry-only system has been obtained from sources that the Issuer believes to be reliable, but the Issuer takes no responsibility for the accuracy thereof.

Neither the Issuer, the Borrower, the Trustee, the Remarketing Agent, the Credit Provider nor the Underwriter have responsibility or obligation to the Direct or Indirect Participants or the Beneficial Owners with respect to (A) the accuracy of any records maintained by DTC or any Direct or Indirect Participant; (B) the payment by any Direct or Indirect Participant of any amount due to any Beneficial Owner in respect of the principal of and premium, if any, and interest on the Bonds; (C) the delivery or timeliness of delivery by any Direct or Indirect Participant of any notice to any Beneficial Owner which is required or permitted under the terms of the Indenture to be given to the Bondholders; or (D) any other action taken by DTC, or its nominee, Cede & Co., as Bondholder, including the effectiveness of any action taken pursuant to an Omnibus Proxy.

So long as Cede & Co. is the registered owner of the Bonds, as nominee of DTC, references in this Limited Offering Memorandum to the Owners of the Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners and Cede & Co. will be treated as the only Bondholder of the Bonds for all purposes under the Trust Indenture.

The Issuer may enter into amendments to the agreement with DTC or successor agreements with a successor securities depository, relating to the book-entry only system to be maintained with respect to the Bonds without the consent of the Beneficial Owners or the Bondholders.

Interest on the Bonds

Initial Rate and Weekly Rate. The Bonds will initially bear interest to and including July 10, 2019 at a rate determined by the Underwriter on the date of issuance. Thereafter, prior to the Conversion Date, the Bonds will bear interest at a variable rate determined weekly by the Remarketing Agent as set forth below (the "Weekly Rate").

Such initial rate will be determined by the Underwriter on the Issue Date in the manner described below with respect to subsequent calculation periods during a Weekly Rate Period. During any Weekly Rate Period, the Remarketing Agent will determine the Weekly Rate for the period from and including the day following the Computation Date of each week to and including the earlier of the day preceding the Conversion Date or the following Computation Date (the "Weekly Interest Period") by 4:00 p.m., Eastern Time, on the applicable Computation Date. Each Weekly Rate will be the rate of interest which, if borne by the Bonds, would, in the judgment of the Remarketing Agent, having due regard for the prevailing financial market conditions for revenue bonds or other securities the interest on which is included or excluded (as applicable) from gross income of the holders thereof for federal income tax purposes of the same general nature as the Bonds or securities the interest on which is included or excluded (as applicable) from gross income of the holders thereof for federal income tax purposes that are comparable as to credit and maturity (or comparable with respect to optional tender provisions) with the credit and maturity or the optional tender provisions of the Bonds, be the interest rate necessary, but would not exceed the interest rate necessary, to enable the Remarketing Agent to place the Bonds at a price of par (plus accrued interest, if any) on the first Business Day of such Weekly Interest Period;

provided, that, if for any reason the Weekly Rate for any Weekly Interest Period is not established as described above by the Remarketing Agent, no Remarketing Agent is serving as such under the Indenture or the rate so established is held to be invalid or unenforceable with respect to any Weekly Interest Period, then the Weekly Rate for such Weekly Interest Period will be equal to the Alternate Weekly Index (as defined in the Indenture) on the date such interest rate was (or would have been) determined as described above. In connection with any change or deemed change in the Interest Rate Determination Method to a Weekly Rate pursuant to the Indenture, the initial Weekly Rate will be determined as described above on the applicable Computation Date.

Ceiling Rate. Notwithstanding anything else contained herein, the Weekly Rate shall not in any event exceed the lesser of (i) 12% per annum or (ii) the maximum rate permitted by law.

Notice of Rates and Deemed Conversions. Promptly following the determination of any interest rate, the Remarketing Agent shall give notice thereof to the Trustee, the Issuer, the Borrower and the Paying Agent. Promptly upon receipt from the Remarketing Agent, the Paying Agent will give each Holder notice of the new Rate. The Borrower and any Holder or Beneficial Owner may obtain any interest rate on or after the applicable Computation Date upon request to the Remarketing Agent. Promptly upon receipt from the Remarketing Agent or the Trustee of notice of any deemed conversion to the Weekly Rate, the Paying Agent will give each Holder, the Credit Provider, if any, and the rating agency, if any, then rating the Bonds notice of the deemed conversion.

Determination of Rate Conclusive. The determination of any interest rate by the Remarketing Agent will be conclusive and binding upon the Issuer, the Borrower, the Trustee, the Paying Agent, the Remarketing Agent, the Credit Provider and the Holders or Beneficial Owners.

No Liability. In determining the interest rate or rates that the Bonds will bear as described above, the Remarketing Agent will have no liability to the Issuer, the Borrower, the Trustee, the Paying Agent, the Registrar, the Credit Provider or any Holder or Beneficial Owner except for its gross negligence or willful misconduct.

Conversion of Interest Rate Determination Method

Conversion Notice. The Interest Rate Determination Method for the Bonds may be changed from a Weekly Rate to any other Interest Rate Determination Method on any Conversion Date by the Borrower giving written notice of such change (a "Conversion Notice") to the Remarketing Agent and the Trustee with a copy to the Issuer, the Paying Agent, the rating agency, if any, rating the Bonds and the Credit Provider, if any.

Opinions with Respect to Conversions. Any conversion of the Interest Rate Determination Method to a period which is not a Direct Purchase Period shall require the delivery to the Issuer and the Trustee an opinion of bond counsel to the effect that the change in the Interest Rate Determination Method will not cause the interest on the Bonds to be included in the gross income of the Holders thereof for federal income tax purposes and that such change is permitted under the Indenture and the Act, and written evidence from a Rating Agency that, on or after the Conversion Date, the Bonds will have a long-term rating of not less than "A", without regard to rating modifiers.

The Borrower must deliver to the Remarketing Agent and the Trustee, by 10:00 A.M., Eastern Time, on the proposed Conversion Date a supplemental opinion of bond counsel to the effect that the change in the Interest Rate Determination Method is permitted under the Indenture and the Act and, under the laws existing on such Conversion Date, such change will not affect the exclusion of interest on the Bonds from gross income of the Holders thereof for federal income tax purposes.

Conversion Date. When the Interest Rate Determination Method in effect prior to a Conversion Date is a Weekly Rate, the Conversion Date may be any Business Day.

Notice of Conversions to Holders. The Trustee will give written notice to the Holders of a Conversion Date, which notice will be in substantially the form attached to the Indenture, appropriately completed, and will be sent by first-class mail, postage prepaid at least 15 days prior to the proposed Conversion Date.

Failure of Conversion or Revocation of Conversion. If (i) the Borrower fails to deliver to the Trustee and the Remarketing Agent by 10:00 A.M., Eastern Time, on the proposed Conversion Date the approving opinion of bond counsel required by the Indenture and described under "**THE BONDS – Conversion of Interest Rate Determination Method – Opinions With Respect to Conversions**" above or (ii) an Event of Default has occurred and is continuing under the Indenture, the Interest Rate Determination Method for the Bonds will not be changed on the proposed Conversion Date.

Notwithstanding any other provision of the Indenture to the contrary, no conversion of the Interest Rate Determination Method to the Fixed Rate will occur if the Borrower, not later than 10:00 A.M., Eastern Time, on the Business Day immediately preceding the applicable Computation Date, directs the Remarketing Agent not to change the Interest Rate Determination Method to the Fixed Rate by written notice, with a copy to the Trustee, the Issuer, the Paying Agent, the Remarketing Agent, the Paying Agent and the Credit Provider, if any.

If a proposed conversion of the Interest Rate Determination Method is canceled pursuant to the provisions of the Indenture described in the two preceding paragraphs, all Bonds will nevertheless be tendered for purchase on the proposed Conversion Date and will be purchased on the proposed Conversion Date. If the Bonds tendered for purchases fail to be purchased, such failure shall constitute an Event of Default and the Bonds will continue to bear interest in accordance with the Interest Rate Determination Method in effect prior to the proposed Conversion Date; provided, however, that the rate of interest that the Bonds will bear will be determined on the proposed Conversion Date.

Failure to Mail Certain Notices. Failure to mail the notice of a Conversion Date to Holders as described above, or any defect therein, will not affect the validity of any interest rate or change in the Interest Rate Determination Method on any of the Bonds or the requirement that the Bonds be tendered for purchase pursuant to the provisions of the Indenture described below under "**THE BONDS – Mandatory Purchase Upon Conversion**" or extend the period for tendering any of the Bonds for purchase, and the Trustee will not be liable to any Holder by reason of its failure to mail such notice or any defect therein.

Compliance with Rule 15c2-12. Notwithstanding any provision in the Indenture to the contrary, no conversion Interest Rate Determination Method will be permitted unless the Trustee, the Issuer and the Remarketing Agent have received, at least two Business Days prior to the proposed Conversion Date, a copy of a continuing disclosure agreement imposing obligations upon the Borrower or any other responsible party to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the "Rule"), with respect to the Bonds, together with such disclosure documents as the Remarketing Agent will require in order to comply with the Rule, if the Rule will be applicable upon such conversion or an opinion of counsel that notwithstanding such conversion, the Rule will not be applicable to the Bonds as of and after the Conversion Date.

Payments of Principal and Interest

Principal of and redemption price of any Bond will be payable to the Owner of such Bond upon presentation and surrender thereof at the designated office of the Paying Agent. Interest on the Bonds will be paid by check or draft drawn upon the Paying Agent, mailed on the Interest Payment Date (or, if such day is not a Business Day, the immediately succeeding Business Day) to the Owners of such Bonds as of the close of business on the Record Date (as defined below) immediately preceding each Interest Payment Date at the addresses appearing in the registration book in accordance with the terms of the Indenture. While the Securities Depository Nominee or the Securities Depository, as the case may be, is the registered owner of the Bonds, notwithstanding any other provisions set forth herein, payments of principal of, redemption premium, if any, and interest on the Bonds shall be made to the Securities Depository Nominee or the Securities Depository, as the case may be, by wire transfer in immediately available funds to the account of said Owner as may be specified in the Register or by such other method of payment as the Securities Depository may reasonably determine.

Record Date means with respect to any Interest Payment Date during the Weekly Rate Period, the close of business on the Business Day immediately preceding each such Interest Payment Date.

Tender for Purchase Upon Election of Bondholder

During the Weekly Rate Period, any Bond may be tendered for purchase as described below on any Business Day on the demand of the Owner thereof, at a purchase price equal to 100% of the principal amount thereof plus accrued interest to the date of purchase, by delivery of an irrevocable notice in the form prescribed in the Indenture to the Remarketing Agent specifying the date on which such Bond shall be purchased (the "Optional Tender Notice"), which date shall be a Business Day not prior to the seventh day after the date of delivery of the Optional Tender Notice with respect to Bonds bearing interest at the Weekly Rate (an "Optional Tender Date").

For the purpose of facilitating the purchase of Bonds which are the subject of Bond Owners' Optional Tender Notices ("Tendered Bonds"), the Borrower has entered into the Remarketing Agreement with the Remarketing Agent, pursuant to which the Remarketing Agent has agreed, subject to the conditions therein contained, to use its best efforts to arrange for the sale at par plus accrued interest, if any, in the secondary market of Tendered Bonds. Funds which have been made available by the Remarketing Agent for the purchase in the secondary market of Tendered Bonds on the Optional Tender Date specified in the Bondholder's Optional Tender Notice shall be deposited into the Remarketing Account contained in the Bond Purchase Fund established with the Paying Agent pursuant to the Indenture.

If sufficient funds are not available on deposit in the Remarketing Account at 10:30 A.M. on the applicable Optional Tender Date for the purchase of the Tendered Bonds, the Indenture directs and authorizes the Trustee to make a draw under the Letter of Credit no later than 11:00 A.M. Eastern Time on such date and to deposit funds into the Bond Purchase Fund for the Bonds, in an amount equal to the portion of the principal amount of the Tendered Bonds plus accrued interest thereon not available in the Remarketing Account. The Tender Agent is directed by the Indenture to purchase the Tendered Bonds with the funds on deposit in the Bond Purchase Fund. Tendered Bonds (as well as Bonds subject to mandatory tender and purchase on the Conversion Date or Credit Modification Date as described below) purchased with moneys drawn under the Letter of Credit will be owned by the Credit Provider pursuant to the terms of the Reimbursement Agreement.

Any Tendered Bond not delivered to the Trustee at its designated office at or prior to 10:00 A.M. Eastern Time on the Optional Tender Date shall be deemed to have been tendered for purchase by the

Owner thereof and purchased from such Owner on the Optional Tender Date with moneys on deposit in the Bond Purchase Fund. The Registrar is authorized and instructed, pursuant to the Indenture, to authenticate and deliver a substitute Bond. Any such untendered Bond, on and after the Optional Tender Date on which it is deemed tendered for purchase, will cease to be outstanding for all purposes under the Indenture, will cease to evidence the indebtedness of the Issuer thereunder represented by the Bonds and will cease to bear interest on such Optional Tender Date. Such untendered Bond will only constitute evidence that the Owner thereof is entitled to receive the amount so deposited for the payment of the purchase price of such Bond, which amount will be held by the Paying Agent in trust and with no investment thereof, solely for the Owner of such untendered Bond pending its surrender to the Trustee and the payment of the purchase price thereof to such Owner. Upon registration and delivery of a new Bond or Bonds following such registration, such new Bond or Bonds will evidence the indebtedness of the Issuer which was represented by such untendered Bond for all purposes under the Indenture.

Mandatory Purchase Upon Conversion

The Bonds are subject to mandatory purchase (in whole), at a purchase price equal to 100% of the principal amount thereof, without premium, plus accrued interest, on the Conversion Date.

All Bonds so purchased shall be purchased with funds deposited in the Bond Purchase Fund pursuant to the terms of the Indenture. The Remarketing Agent will use its best efforts to arrange for the sale at par plus accrued interest, if any, in the secondary market of such Bonds on such purchase date. Funds which have been made available from the placement and sale in the secondary market of such Bonds on such purchase date shall be deposited into the Remarketing Account contained in the Bond Purchase Fund established with the Paying Agent pursuant to the Indenture. If sufficient funds are not available on deposit in the Remarketing Account at 10:00 A.M. on such purchase date for the purchase of all such Bonds, the Indenture directs and authorizes the Trustee to make a draw under the Letter of Credit and to deposit funds into the Bond Purchase Fund, in an amount equal to the portion of the principal amount of such Bonds plus accrued interest thereon not available in the Remarketing Account. Bonds purchased with moneys drawn under the Letter of Credit will be owned by the Borrower and pledged to the Bank as pledgee of the Borrower pursuant to the terms of the Reimbursement Agreement.

Any Bond which has not been delivered to the Trustee for purchase at or prior to 10:00 A.M. Eastern Time on such purchase date established for the Bonds, shall be deemed to have been tendered for purchase by the Owner thereof and purchased from such Owner on such purchase date with funds deposited in the Bond Purchase Fund. The Registrar will register for transfer any untendered Bonds which are deemed to have been so purchased. On and after such purchase date, all such untendered Bonds will cease to be outstanding for all purposes under the Indenture, will cease to evidence the indebtedness of the Issuer thereunder represented by such Bonds and will cease to bear interest on such purchase date. Such untendered Bonds will only constitute evidence that the Owners are entitled to receive the amount so deposited for the payment of the purchase price of such untendered Bonds, which amount shall be held by the Paying Agent in trust and with no investment thereof, solely for the Owners of such untendered Bonds, pending the surrender of such Bonds to the Trustee and the payment of the purchase price thereof to such Owners. Upon the registration of transfer of Bonds by the Registrar and the delivery of a new Bond or Bonds following such registration of transfer, such new Bond or Bonds shall thereafter evidence the indebtedness of the Issuer which was represented by such untendered Bonds for all purposes under the Indenture.

Mandatory Purchase on Credit Modification Date

During any Weekly Rate Period, the Bonds are subject to mandatory tender for purchase in whole on any date (i) on which the Trustee accepts an Alternate Credit Facility, (ii) two Business Days

prior to the date on which a Credit Facility then in effect is stated to expire or (iii) two Business Days prior to the date on which a Credit Facility then in effect is to be terminated at 100% of the principal amount thereof (each a "Credit Modification Date"), without premium, plus accrued interest, if any thereon to the date of purchase.

All Bonds shall be purchased on the Credit Modification Date with funds deposited in the Bond Purchase Fund pursuant to the terms of the Indenture. The Remarketing Agent will use its best efforts to arrange for the sale at par plus accrued interest, if any, in the secondary market of such Bonds on the Credit Modification Date. Funds which have been made available from the placement and sale in the secondary market of such Bonds on the Credit Modification Date shall be deposited into the Remarketing Account contained in the Bond Purchase Fund established with the Paying Agent pursuant to the Indenture. If sufficient funds are not available on deposit in the Remarketing Account at 10:00 A.M. on the Credit Modification Date for the purchase of all such Bonds, the Indenture directs and authorizes the Trustee to make a draw under the Letter of Credit and to deposit funds into the Bond Purchase Fund, in an amount equal to the portion of the principal amount of such Bonds plus accrued interest thereon not available in the Remarketing Account. Bonds purchased with moneys drawn under the Letter of Credit will be owned by the Credit Provider pursuant to the terms of the Reimbursement Agreement.

Any Bond which has not been delivered to the Trustee for purchase at or prior to 10:00 A.M. (Charlotte, North Carolina time) on the Credit Modification Date established for the Bonds, shall be deemed to have been tendered for purchase by the Owner thereof and purchased from such Owner on the Credit Modification Date with funds deposited in the Bond Purchase Fund. The Registrar will register for transfer any untendered Bonds which are deemed to have been so purchased. On and after the Credit Modification Date, all such untendered Bonds will cease to be outstanding for all purposes under the Indenture, will cease to evidence the indebtedness of the Issuer thereunder represented by such Bonds and will cease to bear interest on the Credit Modification Date. Such untendered Bonds will only constitute evidence that the Owners are entitled to receive the amount so deposited for the payment of the purchase price of such untendered Bonds, which amount shall be held by the Paying Agent in trust and with no investment thereof, solely for the Owners of such untendered Bonds, pending the surrender of such Bonds to the Trustee and the payment of the purchase price thereof to such Owners. Upon the registration of transfer of Bonds by the Registrar and the delivery of a new Bond or Bonds following such registration of transfer, such new Bond or Bonds shall thereafter evidence the indebtedness of the Issuer which was represented by such untendered Bonds for all purposes under the Indenture.

Redemption of Bonds

Optional Redemption. While the Bonds bear interest at a Weekly Rate, the Bonds are subject to redemption, at the direction of the Borrower, on behalf of the Issuer, in whole on any Business Day or in part on any Interest Payment Date at a redemption price equal to the principal amount of the Bonds to be redeemed plus accrued interest thereon to, but not including, the redemption date.

Mandatory Sinking Fund Redemption. The Bonds are not subject to mandatory sinking fund redemption prior to maturity.

Mandatory Redemption of Bonds Upon Determination of Taxability. The Bonds shall be subject to mandatory redemption in whole, or, if the event or action giving rise to the Determination of Taxability can be cured with a partial redemption, and the Issuer and the Borrower receive a Favorable Opinion of Counsel to that effect, then a redemption in part, on the earliest practicable Business Day (selected by the Trustee) for which the Trustee can give timely notice pursuant to the Indenture, but in any event within sixty (60) days following a Determination of Taxability. The redemption price shall be 100% of the principal amount of Bonds so redeemed, {plus any applicable premium}, plus accrued

interest to the redemption date. Redemption of Bonds as aforesaid shall be the Bondholders' sole remedy upon a Determination of Taxability. The Trustee shall give notice of a call for redemption in the manner provided in the Indenture.

[If the Bonds shall be subject to mandatory redemption or purchase upon a Determination of Taxability, or if the Bonds are optionally redeemed in reasonable anticipation by the Borrower that a Determination of Taxability may soon occur, the Borrower may, with the written concurrence of the Credit Provider, cause the Bonds to be remarketed on a taxable basis.]

Mandatory Redemption of Credit Provider Bonds Upon Expiration of Letter of Credit. Credit Provider Bonds are subject to mandatory redemption in whole on the first day of the month in which the Credit Facility is to expire (the "Letter of Credit Expiration Date"), [unless at least forty-five (45) days prior to such first day of the month, the Borrower shall have caused to be delivered to the Trustee an Alternate Credit Facility meeting the requirements of the Indenture or an amendment to the Credit Facility extending the Letter of Credit Expiration Date by at least the lesser of ninety (90) days or the period ending on the fifteenth day of the month in which the next reset date or the Maturity Date is to occur.] The redemption price shall be that percentage of the principal amount of the Bonds to be so redeemed, plus accrued interest to the redemption date. Redemption of Bonds as aforesaid shall be the Owners' sole remedy upon failure of the Borrower to obtain an extension of the expiration of the existing Credit Facility or an Alternate Credit Facility. The Trustee shall give notice of a call for redemption in the manner provided in the Indenture.

[Mandatory Redemption of Bonds from Surplus Fund. The Bonds are subject to mandatory redemption prior to stated maturity, from Surplus Bond Proceeds transferred from the Project Fund to the Surplus Fund upon the closing of the Project Fund. If there are moneys remaining in the Project Fund upon the closing thereof, the Trustee, shall establish a redemption date, which shall be a Business Day within forty-five (45) days of the Trustee's receipt of the Borrower's Certificate establishing the completion date which shall be the earliest of (a) three years after the date of the Bonds are issued, (b) the expenditure of all requisitions and (c) the date on which the Borrower delivers a completion certificate. The redemption price shall be 100% of the principal amount of the Bonds, or portions thereof, so redeemed, plus accrued interest to the redemption date. The principal amount of the Bonds to be redeemed shall be the largest multiple of \$5,000 that can be paid from the amount so transferred. The Trustee shall give notice of a call for redemption in the manner provided in the Indenture].

Extraordinary Optional Redemption. The Bonds are subject to redemption in whole, at the direction of the Borrower, on behalf of the Issuer, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed plus accrued interest thereon to, but not including, the redemption date, on any date for which the requisite notice of redemption can be given, within one hundred eighty (180) days of the occurrence of any of the following events:

(1) the Project shall have been damaged or destroyed to such an extent that in the judgment of the Borrower (A) it cannot reasonably be restored within a period of three (3) consecutive months to the condition thereof immediately preceding such damage or destruction, (B) the Borrower is thereby prevented from carrying on its normal operations at the Project for a period of three (3) consecutive months, or (C) it would not be economically feasible for the Borrower to replace, repair, rebuild or restore the same;

(2) title in and to, or the temporary use of, all or substantially all of the Project shall have been taken under the exercise of the power of eminent domain by any governmental authority or any Person acting under governmental authority (including such a taking as, in the judgment of the Borrower,

results in the Borrower being prevented thereby from carrying on its normal operations at the Project for a period of three (3) consecutive months);

(3) as a result of any changes in the Constitution of the State, or the Constitution of the United States of America or by legislative or administrative action (whether state or federal) or by final decree, judgment, decision or order of any court or administrative body (whether state or federal), the Agreement shall have become void or unenforceable or impossible of performance in accordance with the intent and purpose of the parties as expressed therein;

(4) unreasonable burdens or excessive liabilities shall have been imposed on the Borrower with respect to the operations of the Project, including, without limitation federal, state or other ad valorem, property, income or other taxes not being imposed on the date of the Indenture that, in the judgment of the Borrower, render the continued operation of the Project uneconomical;

(5) changes which the Borrower cannot reasonably control or overcome in the economic availability of materials, supplies, labor, equipment and other properties and things necessary for the efficient operation of the Project for the purposes contemplated by the Loan Agreement shall have occurred or technological changes that the Borrower cannot reasonably overcome shall have occurred that, in the judgment of the Borrower, render the continued operation of the Project uneconomical;

(6) legal curtailment of the Borrower's use and occupancy of all or substantially all of the Project for any reason other than that set forth in (2) above, which curtailment shall, in the judgment of the Borrower, prevent the Borrower from carrying on its normal operations at the Project for a period of three (3) consecutive months; or

(7) the Loan Agreement is terminated prior to its expiration for any reason other than the occurrence of an Event of Default under the Loan Agreement.

Notice of Redemption or Purchase, Selection of Bonds and Miscellaneous

When required to redeem Bonds, the Trustee must cause notice of the redemption to be given not less than 30 days prior to the redemption date by mailing a copy of all notices of redemption by first class mail, postage prepaid, to all registered owners of Bonds to be redeemed at their addresses shown on the Register, but no defect in or failure to give such notice of redemption shall affect the redemption or the validity of the proceedings for the redemption of the Bonds. If the Credit Provider does not consent to a drawing for such optional redemption of the Bonds, the Trustee shall condition such call for redemption upon the deposit with the Trustee of sufficient moneys constituting Eligible Funds on or prior to the date selected for redemption to reimburse the Credit Provider for such drawing and/or to pay such redemption premium, and if sufficient moneys constituting Eligible Funds are not so available on the date selected for redemption, such call for redemption shall be revoked. So long as DTC acts as securities depository for the Bonds, its nominee Cede & Co. will be the sole registered owner of the Bonds for all purposes, including receipt of notices. For information on DTC and its conveyance of notices, see "**THE BONDS – Book-Entry System.**" Any such notice shall be given in the name of the Issuer, shall identify the Bonds to be redeemed (and, in the case of partial redemption of any Bonds, the respective principal amounts thereof to be redeemed), shall specify the redemption date, and shall state that on the redemption date the redemption price of the Bonds called for redemption will be payable at the designated office of the Trustee and that from that date interest will cease to accrue. A notice of optional redemption shall describe whether and the conditions under which the call for redemption shall be revoked. Such notice may set forth any additional information relating to such redemption. To exercise any optional redemption while a Credit Facility is in effect, at least one day before the Trustee is to give notice of such redemption, the Trustee must have received written consent from the Credit Provider to a

drawing on the Credit Facility in the amount of such redemption price if moneys in the Bond Fund constituting Eligible Funds will not be available to reimburse the Credit Provider for such drawing on the date of such redemption.

If less than all the Outstanding Bonds shall be called for redemption, the Registrar or, if the Bonds are held in the Book Entry System, the Securities Depository, shall first select and call for redemption Credit Provider Bonds. If, following such selection, additional Bonds must be selected and called for redemption, the Registrar or, if the Bonds are held in the Book Entry System, the Securities Depository, shall select or arrange for the selection, in such manner as it shall deem fair and equitable and pursuant to its rules and procedures, of the Bonds; provided that if the Bonds are held in the Book Entry System, any Bond or portion thereof remaining Outstanding shall be in an Authorized Denomination. If there shall be called for redemption less than the principal amount of a Bond, (i) the Issuer shall execute and the Trustee shall authenticate and deliver, upon surrender of such Bond, without charge to the Owner thereof in exchange for the unredeemed principal amount of such Bond at the option of such Owner, Bonds in any of the Authorized Denominations, (ii) if the Bonds are held in the Book Entry System, the Securities Depository shall, acting pursuant to its rules and procedures, reflect in said system the partial redemption and the Trustee shall (A) either exchange the Bond or Bonds held by the Securities Depository for a new Bond or Bonds in the appropriate principal amount, if such Bond is presented to the Trustee by the Securities Depository, or (B) obtain from the Securities Depository a written confirmation of the reduction in the principal amount of the Bonds held by such Securities Depository or (iii) to the extent provided in the form of the Bond, the Trustee or the Owner may reflect the amount of the Bonds being redeemed in the Table of Partial Redemptions without further action. If less than all of the Outstanding Bonds shall be called for redemption, the Registrar shall select or arrange for the selection of the Bonds to be redeemed on a pro rata basis (based on the outstanding principal amount of Bonds of each series immediately prior to such redemption) among each series of Bonds then Outstanding; provided that if the Bonds are held in the Book Entry System, any Bond or portion thereof remaining Outstanding shall be in an Authorized Denomination.

Not less than 15 days prior to each Mandatory Purchase Date occurring as a result of a Credit Modification Date or at the Borrower's direction and not less than three days prior to each Mandatory Purchase Date occurring at the Credit Provider's direction, the Trustee shall give written notice of such Mandatory Purchase Date to the Remarketing Agent, the Paying Agent and, by first-class mail, postage prepaid, the registered owners of Bonds. So long as DTC acts as securities depository for the Bonds, its nominee Cede & Co. will be the sole registered owner of the Bonds for all purposes, including receipt of notices. For information on DTC and its conveyance of notices, see **"THE BONDS – Book-Entry System."** Any such notice shall be given in the name of the Issuer, shall identify the Bonds to be purchased (and, in the case of partial purchase of any Bonds, the respective principal amounts thereof to be purchased), shall specify the purchase date, and shall state that on the purchase date the purchase price of the Bonds called for purchase will be payable at the principal office of the Trustee or the Tender Agent, as the case may be, and that from that date interest will cease to accrue.

THE INDENTURE

The following is a summary of certain provisions of the Indenture by and between the Issuer and the Trustee. Reference is made to the Indenture itself for a complete text thereof, and the discussion herein is qualified by such reference.

Pledge and Security

All right, title and interest of the Issuer in and to (i) the Loan Agreement (other than the rights of the Issuer to inspection, information, fees and expenses, indemnification and certain consents and

notices) and all revenues and receipts derived by the Issuer under the Loan Agreement, (ii) all moneys and securities deposited or credited to or required to be deposited in or credited to any account or fund created under the Indenture, including but not limited to the Project Fund, the Surplus Fund, the Bond Purchase Fund and the Bond Fund, (iii) the Note, and (iv) payments made by a Credit Provider under a Credit Facility (together, the "Trust Estate"), are assigned and pledged under the Indenture to the Trustee and its successors and assigns for the benefit of the Bondholders.

Project Fund

The Indenture provides for the establishment of a Project Fund, the monies in which the Trustee will use to make payments to or on behalf of the Borrower to pay for the costs of the Project upon receipt of a written requisition complying with the terms of the Indenture.

Bond Fund

The Indenture provides for the establishment of a Bond Fund, the moneys in which the Trustee will use to pay principal or redemption price of the Bonds as they mature or become due and interest on the Bonds when due. The Bond Fund will contain one separate and segregated account designated "Current Account." Deposits into the Current Account of the Bond Fund will consist of all moneys which the Trustee draws under the Credit Facility to pay principal, redemption premium and interest on the Bonds.

Not later than 10:00 A.M. Eastern time on the Business Day preceding the date on which any principal or interest payment on the Bonds is due and payable (the "Payment Date"), the Trustee will have notified the Borrower and the Credit Provider of the amounts of principal and interest due on such Bonds on the following Payment Date. Not later than 11:00 A.M. Eastern Time on the Payment Date, the Trustee will present a draft or drafts under the Credit Facility in the amounts due and payable on the Bonds. The Credit Provider will wire such funds to the Trustee to be deposited in the Credit Facility Account. The Trustee will make payments due under the Bonds to the Bond Owners in accordance with the Indenture. Following such payments, the Trustee will, on behalf of the Borrower, promptly pay moneys on deposit in the Bond Fund in an amount equal to the amount of such drawing or drawings to the Credit Provider as reimbursement to the issuer of such Credit Facility under the terms of the Reimbursement Agreement. If no amounts are owed by the Borrower to the Credit Provider under the Reimbursement Agreement, any amounts remaining in the Bond Fund shall be paid to the Borrower.

Investments

At the Borrower's direction and in accordance with the provisions of the Use of Proceeds Certificate and Agreement (as defined in the Indenture), moneys held for the credit of the Bond Fund, the Surplus Fund or the Project Fund (including any amount therein) shall be invested and reinvested by the Trustee in Permitted Investments (as defined in the Indenture); provided, however, that (i) any moneys held in the Bond Purchase Fund shall not be invested and (ii) the Paying Agent shall not invest any moneys it receives under the Indenture.

Obligations so purchased shall be deemed to be part of such fund, and any interest accruing thereon and profit realized from such investment shall be credited to such fund. Any loss resulting from such investment shall be charged to such fund. The Trustee ~~shall sell or present~~ **is authorized to cause to be sold or presented** for redemption any obligation whenever it is necessary to do so in order to provide cash to meet any payment or transfer from such fund.

Default and Remedies

The occurrence of any of the following events constitutes an "Event of Default" under the Indenture:

- (1) Failure to pay interest on any of the Bonds when such interest has become due;
- (2) Failure to pay the principal or redemption premium of any of the Bonds when the same shall become due, whether at maturity, upon redemption or by acceleration;
- (3) An "Event of Default" under the Loan Agreement shall have occurred and shall not have been waived or cured;
- (4) The Trustee receives written notice from the Credit Provider that an "Event of Default" under the Reimbursement Agreement shall have occurred and is continuing and a written request from the Credit Provider that the Bonds be accelerated;
- (5) Failure to pay the purchase price of any Bond required to be purchased on a Mandatory Purchase Date; or
- (6) Failure to observe or perform any other of the covenants, agreements or conditions on the part of the Issuer included in the Indenture or in the Bonds and the continuance thereof for a period of thirty (30) days after written notice to the Issuer, the Purchaser, if any, the Credit Provider, if a Credit Facility is then in effect, and the Borrower has been given by the Trustee, provided that the Credit Provider, if any, or the Purchaser, if any, shall have consented to the same constituting an Event of Default.

Subject to the requirement that the consent of the Credit Provider must be obtained for any acceleration in the case of an Event of Default described above, upon the occurrence of an Event of Default the Trustee may, and upon (i) the written request of the Owners of not less than 25% in aggregate principal amount of such Bonds then outstanding or (ii) the written request of the Credit Provider, if any, the Trustee shall, by notice in writing to the Issuer, the Borrower, the Paying Agent, the Remarketing Agent and the Credit Provider, declare the entire unpaid principal of and interest on all Bonds due and payable. Upon such declaration the principal on the Bonds, together with interest accrued thereon, shall become due and payable immediately. Upon the occurrence of any acceleration, the Trustee shall immediately exercise such rights as it may have as the holder of the Note to declare all payments thereunder to be immediately due and payable, and to the extent it has not already done so, the Trustee shall immediately draw upon the Credit Facility, if any, to the extent permitted by the terms thereof. If the Credit Provider honors the draw under the Credit Facility upon a declaration of the Bonds, interest on the Bonds shall accrue only to the date of such declaration of acceleration by the Trustee. Immediately following any such declaration of acceleration, the Trustee shall notify the Owners of the Bonds of such acceleration.

Prior to the drawing on a Credit Facility, in case the Trustee shall have proceeded to enforce any right under the Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Credit Provider, if any, the Purchaser, if any, and the Trustee shall be restored to their former positions and rights hereunder and all rights, remedies and powers of the Issuer, the Trustee, the Purchaser and the Credit Provider shall continue as if no such proceedings had been taken subject to the limits of any adverse determination.

If an Event of Default occurs, the Trustee may, only with prior written consent of the Credit Provider, exercise its discretion to pursue remedies available at law or in equity. The Trustee may be compelled, subject to the provisions of the Indenture, to take action at the request or direction of the Credit Provider or the Owners of not less than 25% in aggregate principal amount of the Bonds outstanding.

THE LOAN AGREEMENT

The following is a summary of certain provisions of the Loan Agreement by and between the Issuer and the Borrower under which the Issuer has agreed to loan the proceeds of the Bonds to the Borrower and the Borrower has agreed, among other things, to make payments thereunder and to execute and deliver the Note to the Issuer. Reference is made to the Loan Agreement itself for the complete text thereof, and the discussion herein is qualified by such reference.

Payments

Pursuant to the Loan Agreement, the Borrower has agreed to make payments in amounts sufficient to pay when due: (a) the principal and redemption price of and interest on the Bonds, whether at maturity, upon redemption or acceleration or otherwise, and (b) certain other amounts, including the purchase price of Bonds tendered for purchase. The Borrower's obligations under the Loan Agreement will be evidenced by the Note which will be executed and delivered by the Borrower to the Issuer pursuant to the Loan Agreement.

Financing the Project

Proceeds of the sale of the Bonds will be deposited in the Project Fund established under the Indenture and used by the Borrower to finance the cost of acquisition, construction, installation and equipping of the Project by the Borrower.

Certain Covenants of the Borrower

Under the Loan Agreement, the Borrower agrees, among other things, to preserve its existence, to comply in all material respects with laws applicable to the Project, to deliver financial statements and certain other information to the Trustee, the Credit Provider and, upon request and in certain circumstances, the Issuer.

Default and Remedies

The occurrence of any one or more of the following events shall be an Event of Default under the Loan Agreement:

(1) Failure by the Borrower to pay when due **all Repayments under the Loan Agreement and to pay when due** any payment of principal of or interest on or any other amount payable under the Note;

(2) The occurrence of an Event of Default **(beyond all applicable cure periods)** under the Indenture, any Reimbursement Agreement or the other Security Documents;

(3) Any representation by or on behalf of the Borrower contained in the Loan Agreement or in any instrument furnished in compliance with or in reference to the Loan Agreement or the Indenture proves false or misleading in any material respect as of the date of the making or furnishing thereof;

(4) Failure by the Borrower to observe or perform any of its other covenants, conditions, payments or agreements under the Loan Agreement (other than as described in (a) or (b) above) for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower by the Issuer, the Credit Provider, if any, the Purchaser, if any, or the Trustee;

(5) The Borrower shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, assignee, sequestrator, trustee, liquidator or similar official of the Borrower or of all or a substantial part of its property, (ii) admit in writing its inability, or be generally unable, to pay its debts as such debts become due, (iii) make a general assignment for the benefit of its creditors, (iv) commence a voluntary case under the Bankruptcy Code (as now or hereafter in effect), (v) file a petition seeking to take advantage of any other federal or state law relating to bankruptcy, insolvency, reorganization, arrangement, winding-up or composition or adjustment of debts, (vi) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against the Borrower in an involuntary case under the Bankruptcy Code, or (vii) take any corporate action for the purpose of effecting any of the foregoing; or

(6) A proceeding or case shall be commenced, without the application or consent of the Borrower, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, arrangement, dissolution, winding-up, composition or adjustment of debts of the Borrower, (ii) the appointment of a trustee, receiver, custodian, assignee, sequestrator, liquidator or similar official of the Borrower or of all or any substantial part of its assets, or (iii) similar relief in respect of the Borrower under any law relating to bankruptcy, insolvency, reorganization, arrangement, winding-up, composition or adjustment of debts and such proceeding or case shall continue undismissed, or an order, judgment or decree approving or ordering any of the foregoing shall be entered and continue unstayed and in effect, for a period of ~~ninety~~sixty (90~~60~~) days from the commencement of such proceeding or case or the date of such order, judgment or decree, or an order for relief against the Borrower shall be entered in an involuntary case under the Bankruptcy Code.

Upon the occurrence and continuance of any such Event of Default, all payments under the Loan Agreement and the Note may be declared due and payable. Upon the occurrence and continuance of any Event of Default, the Issuer, may take any action at law or in equity to collect any payments then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under the Loan Agreement. Any amounts collected from the Borrower will be applied to the payment of, first, any costs, expenses and fees incurred by the Issuer, the Trustee, the Paying Agent and the Registrar as a result of taking such action; and second, the principal or redemption price and interest on the Bonds, without preference or priority of one over the other or of any installment of interest over any other installment of interest. The surplus shall be paid to the Borrower or the Credit Provider, as provided in the Indenture.

Under the terms of the Loan Agreement, the Borrower is obligated to give ~~immediate telephonic~~prompt written notice, ~~promptly confirmed in writing, of any Event of Taxability of a Taxable Date or an event that could trigger the occurrence of a Taxable Date~~ to the Issuer, the Trustee, the Remarketing Agent and the Credit Provider.

THE LETTER OF CREDIT AND THE REIMBURSEMENT AGREEMENT

The Letter of Credit

The Letter of Credit is a direct-pay irrevocable obligation of the Bank to pay to the Trustee, during the term thereof and pursuant to draws made in accordance with the terms thereof, (1) an amount not exceeding the principal amount of the Bonds, to pay principal or portion of the purchase price

corresponding to principal of the Bonds, in connection with the scheduled maturity, redemption, acceleration or tender of the Bonds, and (2) an amount not exceeding the amount required to pay interest or portion of the purchase price corresponding to interest on the Bonds for 35 days at an assumed maximum rate of 12% in order to pay interest on the Bonds as such interest becomes due, whether on a regularly scheduled interest payment date, upon redemption, acceleration or tender of such Bonds. Only the Trustee, upon presentation of signed drafts accompanied by supporting documentation, is entitled to make a drawing under the Letter of Credit. The Letter of Credit will terminate on the earliest of (i) the expiration date stated in the Letter of Credit, as it may be extended pursuant to the terms thereof, (ii) the earlier of (A) the date which is one (1) Business Day following the date on which all of the Bonds are converted to bear interest at a rate other than the Weekly Rate or (B) the date on which the Bank honors a drawing under this Letter of Credit on or after the Conversion Date, (iii) the date which is one (1) Business Day following receipt by the Bank of a certificate from the Trustee stating that the Borrower has provided and the Trustee has accepted an Alternate Credit Facility in accordance with the terms of the Indenture, (iv) the date on which a drawing under the Letter of Credit has been honored upon the maturity, acceleration of the Bonds or redemption of all the Bonds, or (v) the date which is thirty (30) days following receipt by the Trustee of a written notice from the Bank specifying the occurrence of an Event of Default as defined in the Reimbursement Agreement and directing you to accelerate the Bonds or cause a mandatory tender of the Bonds as provided for in the Indenture.

The Bank's obligations under the Letter of Credit will be reduced automatically to the extent of any drawings thereunder. The Trustee's right to draw on the Letter of Credit with respect to the payment of interest on a regularly scheduled interest payment date will be automatically reinstated effective immediately after any such drawing. The Trustee's right to draw on the Letter of Credit with respect to amounts previously drawn in connection with Bonds tendered for purchase on demand of the owners thereof will be reinstated when and to the extent, but only to the extent, that the Bank is reimbursed by or on behalf of the Borrower for such amounts. Other amounts drawn under a Letter of Credit will not be reinstated.

While the Bonds bear interest at the Weekly Rate, the Borrower may, at its option, provide for delivery to the Trustee of an Alternate Credit Facility that must be in all material respects the same as the Credit Facility. Upon delivery of the Alternate Credit Facility and compliance by the Borrower with the requirements set forth in the Indenture, the Trustee will surrender the previously held Credit Facility, and the Alternate Credit Facility will become effective as provided in the Indenture.

Notices of Substitution or Replacement of Credit Facility. If the Credit Facility is replaced by an Alternate Credit Facility, the Trustee will give notice to the Owners of the Bonds by mail at least 30 days prior to such replacement. The Bonds will be subject to mandatory purchase on the Credit Modification Date. See "**THE BONDS – Mandatory Purchase on Credit Modification Date.**" In addition, the Trustee will promptly notify the Issuer, the Tender Agent and the Remarketing Agent of such replacement.

This description of the Letter of Credit is qualified in its entirety by reference to the form of the Letter of Credit attached to this Limited Offering Memorandum as Appendix B.

The Reimbursement Agreement

The following is a summary of certain provisions of the Reimbursement Agreement.

Reimbursement. The Borrower has agreed to reimburse the Bank immediately after and on the date of any drawing under the Letter of Credit for all amounts drawn under such Letter of Credit, other than amounts corresponding to principal of Bonds tendered for purchase on demand of the owners

thereof or subject to mandatory tender for purchase at the end of each [Flexible Term Rate Period] or upon a Conversion Date that is not a [Fixed Rate Conversion Date] and not remarketed. The Borrower has also agreed to pay to the Bank interest on any such amounts that are not timely paid. Amounts drawn under the Letter of Credit to pay the purchase price of the principal component of Bonds which have been tendered for purchase ~~may~~must be reimbursed on the earliest to occur of several events, but in no event on a date ~~not~~ later than 30 days after any such drawing.

Fees and Expenses. The Borrower will pay to the Bank annual fees for maintaining the Letter of Credit, a fee upon the drawing by the Trustee under the Letter of Credit and a fee upon the transfer of the Letter of Credit. The Borrower will also pay certain costs and expenses of the Bank in connection with the Reimbursement Agreement and the issuance of the Letter of Credit.

Certain Affirmative and Negative Covenants. The Borrower has agreed, unless the Bank otherwise consents, to comply with certain affirmative and negative covenants set forth in the Reimbursement Agreement.

Credit Provider Bonds. The Borrower shall request the Trustee and the Remarketing Agent, respectively, to give absolute priority to Credit Provider Bonds in selecting Bonds for redemption and remarketing pursuant to the Indenture.

Events of Default and Remedies. The Reimbursement Agreement sets forth a number of events of default, including, but not limited to, the failure of the Borrower to reimburse the Bank for any drawing under the Letter of Credit when due, failure to observe or perform any covenant, restriction or agreement contained in the Reimbursement Agreement beyond applicable cure periods, any bankruptcy-related defaults by the Borrower, and any breach of representations and warranties made by the Borrower. The Bank may waive any event of default under the Reimbursement Agreement and the Borrower and the Bank may alter or amend the events of default set forth in the Reimbursement Agreement without notice to or the consent of Bondholders.

If any event of default under the Reimbursement Agreement occurs and is continuing, the Bank may, in its sole discretion, (i) declare all obligations due under the Reimbursement Agreement and all interest accrued thereon to be immediately due and payable, and upon such declaration the same will become and be immediately due and payable, without presentment, protest or other notice of any kind, all of which have been waived by the Borrower in the Reimbursement Agreement, (ii) notify the Trustee in writing that an event of default under the Reimbursement Agreement has occurred and is continuing and request that the Bonds be accelerated pursuant to the Indenture, and (iii) pursue all remedies available to it at law, by contract, in equity or otherwise.

This description of the Reimbursement Agreement is qualified in full by reference to the Reimbursement Agreement, a copy of which is available for inspection as described in the Introduction to this Limited Offering Memorandum.

TAX MATTERS

Federal Taxation

In the opinion of Ballard Spahr LLP, Special Tax Counsel, interest on the Bonds is excludable from gross income for purposes of federal income tax under existing laws as enacted and construed on the date of initial delivery of the Bonds, assuming the accuracy of the certifications of the Issuer and the Borrower and continuing compliance by the Issuer and the Borrower with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), except that interest on a Bond is not

excludable while the Bond is held by a substantial user of the facility financed with proceeds of the Bonds or a related person as provided in the Code. Interest on the Bonds is subject to individual federal alternative minimum tax. Special Tax Counsel expresses no opinion regarding other federal tax consequences relating to ownership or disposition of, or the accrual or receipt of interest on, the Bonds.

Section 103 of the Code provides generally that interest on qualified private activity bonds will be excludable from the gross income of the holder thereof. The Code imposes various requirements the use and investment of the proceeds of such bonds, the maturity of and security for such bonds, the procedure for issuance of such bonds, the rebate of arbitrage profits to the Internal Revenue Service and filings with the Internal Revenue Service. Special Tax Counsel has concluded that the Bonds meet the requirements of the Code in reliance on the covenants, representations and certifications of the Issuer and the Company, including a covenant to rebate arbitrage profits in accordance with Section 148 of the Code. The inaccuracy of such representations or certifications or the failure by the Issuer or the Company to comply with such agreements or covenants could cause interest on the Bonds to be subject to federal income tax from the date of issuance of the Bonds or as of some later date. We have not undertaken to determine or to inform any person whether any actions taken or not taken or events occurring or not occurring after the date of issuance of the Bonds may affect the tax status of interest on the Bonds.

State Taxation

Pursuant to Section 66.1333 of the Wisconsin statutes, as amended, the Bonds and the interest thereon and income therefrom, are exempt from inclusion in gross income for Wisconsin income taxation purposes; provided, however, that we express no opinion as to whether interest on or income from the Bonds is includable in the measure of the tax for Wisconsin corporate franchise tax purposes.

UNDERWRITER

Wells Fargo Bank, National Association will act as Underwriter, subject to the terms of the Bond Purchase Agreement entered into among the Issuer, the Underwriter and the Borrower, and will agree to purchase from the Issuer, and the Issuer will agree to sell to the Underwriter, the Bonds at an aggregate purchase price of \$_____ less an underwriting discount of \$_____ or approximately ____% of the principal amount of the Bonds. Under the Bond Purchase Agreement, the Borrower has agreed to indemnify the Underwriter and the Issuer against certain liabilities, including liabilities under certain provisions of the federal securities laws.

Wells Fargo Securities is the trade name for certain securities-related capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Bank, National Association, which conducts its municipal securities sales, trading and underwriting operations through the Wells Fargo Bank, NA Municipal Products Group, a separately identifiable department of Wells Fargo Bank, National Association, registered with the Securities and Exchange Commission as a municipal securities dealer pursuant to Section 15B(a) of the Securities Exchange Act of 1934.

REMARKETING AGENT

Wells Fargo Bank, National Association, will act as Remarketing Agent under the Remarketing Agreement. A successor Remarketing Agent may be appointed in accordance with the terms of the Indenture.

The Remarketing Agent is Paid by the Borrower

The Remarketing Agent's responsibilities include determining the interest rate from time to time and remarketing the Bonds that are optionally or mandatorily tendered by the owners thereof (subject, in each case, to the terms of the Indenture and the Remarketing Agreement), all as further described in this Limited Offering Memorandum. The Remarketing Agent is appointed by the Issuer and is paid by the Borrower for its services. As a result, the interests of the Remarketing Agent may differ from those of existing Holders and potential purchasers of the Bonds.

The Remarketing Agent Routinely Purchases Bonds for its Own Account

The Remarketing Agent acts as remarketing agent for a variety of variable rate demand obligations and, in its sole discretion, routinely purchases such obligations for its own account. The Remarketing Agent is permitted, but not obligated, to purchase tendered Bonds for its own account and, in its sole discretion, may routinely acquire such tendered Bonds in order to achieve a successful remarketing of the Bonds (i.e., because there otherwise are not enough buyers to purchase the Bonds) or for other reasons. However, the Remarketing Agent is not obligated to purchase Bonds, and may cease doing so at any time without notice. The Remarketing Agent may also make a market in the Bonds by routinely purchasing and selling Bonds other than in connection with an optional or mandatory tender and remarketing. Such purchases and sales may be at or below par. However, the Remarketing Agent is not required to make a market in the Bonds. The Remarketing Agent may also sell any Bonds it has purchased to one or more affiliated investment vehicles for collective ownership or enter into derivative arrangements with affiliates or others in order to reduce its exposure to the Bonds. The purchase of Bonds by the Remarketing Agent may create the appearance that there is greater third party demand for the Bonds in the market than is actually the case. The practices described above also may result in fewer Bonds being tendered in a remarketing.

Bonds May be Offered at Different Prices on Any Date Including an Interest Rate Computation Date

Pursuant to the Indenture and the Remarketing Agreement, the Remarketing Agent is required to determine the applicable rate of interest that, in its judgment, is the lowest rate that would permit the sale of the Bonds bearing interest at the applicable interest rate at par plus accrued interest, if any, on and as of the applicable interest rate determination date. The interest rate will reflect, among other factors, the level of market demand for the Bonds (including whether the Remarketing Agent is willing to purchase Bonds for its own account). There may or may not be Bonds tendered and remarketed on an interest rate determination date, the Remarketing Agent may or may not be able to remarket any Bonds tendered for purchase on such date at par and the Remarketing Agent may sell Bonds at varying prices to different investors on such date or any other date. The Remarketing Agent is not obligated to advise purchasers in a remarketing if it does not have third party buyers for all of the Bonds at the remarketing price. In the event a Remarketing Agent owns any Bonds for its own account, it may, in its sole discretion in a secondary market transaction outside the tender process, offer such Bonds on any date, including the interest rate determination date, at a discount to par to some investors.

The Ability to Sell the Bonds Other Than Through the Tender Process May Be Limited

The Remarketing Agent may buy and sell Bonds other than through the tender process. However, it is not obligated to do so and may cease doing so at any time without notice and may require Holders that wish to tender their Bonds to do so through the Tender Agent with appropriate notice. Thus, investors who purchase the Bonds, whether in a remarketing or otherwise, should not assume that they will be able to sell their Bonds other than by tendering the Bonds in accordance with the tender process.

Under Certain Circumstances, the Remarketing Agent May be Removed, Resign or Cease Remarketing the Bonds, without a Successor Being Named

Under certain circumstances, the Remarketing Agent may be removed or have the ability to resign or cease its remarketing efforts, without a successor having been named, subject to the terms of the Remarketing Agreement.

LEGAL MATTERS

Certain legal opinions (the "Bond Opinions") relating to the Bonds will be given by Husch Blackwell LLP, Bond Counsel, and Ballard Spahr LLP, Special Tax Counsel. The proposed forms of such opinions are attached as Appendix C hereto. Certain legal matters with respect to the Borrower will be passed upon by von Briesen & Roper, S.C., counsel to the Borrower. Certain legal matters ~~with respect to the Bank will be passed upon by Godfrey & Kahn, S.C., as counsel to the Bank and~~ with respect to the Underwriter will be passed upon by McGuireWoods LLP, as counsel to the Underwriter. Certain legal matters with respect to the Issuer will be passed upon by the Office of the City Attorney of the City of Green Bay, Wisconsin, as counsel to the Issuer.

The Bond Opinions will be limited to matters relating to authorization and validity of the Bonds and to the tax-exempt status of interest thereon as described in the section herein **"TAX MATTERS."** Bond Counsel and Special Tax Counsel have not been engaged to investigate the financial resources of the Borrower or the Bank and the Bond Opinions will make no statement as to the financial resources of the Borrower or the Bank, their ability to provide for payment of the Bonds or as to the accuracy, completeness or fairness of the information set forth herein regarding the Issuer, the Borrower or the Bank, and the Bond Opinions will make no statement as to such matters or as to the accuracy or completeness of this Limited Offering Memorandum or any other information that may have been relied on by anyone in making the decision to purchase Bonds.

LITIGATION

Issuer

There is no pending or threatened litigation seeking to restrain or enjoin the issuance, sale, execution or delivery of the Bonds, or in any way questioning or affecting the validity of the Bonds or any proceedings of the Issuer taken with respect to the issuance or sale thereof, or in any way questioning or affecting the validity of the pledge or application of any moneys, revenues or security provided for the payment of the Bonds, the use of Bond proceeds or the existence or powers of the Issuer.

Borrower

There is no litigation pending or, to the knowledge of the Borrower, threatened which could have a material adverse effect upon the business, operations or properties of the Borrower, taken as a whole.

RATINGS

The Bonds are expected to be rated "_____" by Standard & Poor's based upon the Letter of Credit provided by the Bank. Such ratings reflect only the views of such rating agency at the time such ratings are issued and an explanation of the significance of such ratings may be obtained only from such rating agency.

There is no assurance that such ratings will continue for any given period of time or that any one or more of such ratings will not be revised downward or withdrawn entirely by such rating agency if, in its judgment, circumstances so warrant.

CONTINUING DISCLOSURE

The Bonds upon initial issuance will be exempt from the continuing disclosure requirements of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended.

CERTAIN RELATIONSHIPS

Wells Fargo Bank, National Association is serving as underwriter, remarketing agent and trustee for the Bonds and will be compensated separately for serving in each capacity.

MISCELLANEOUS

The references herein to the Act, the Loan Agreement, the Indenture, the Bonds, the Note, the Letter of Credit, the Reimbursement Agreement and other materials are brief outlines of certain provisions thereof. Such outlines do not purport to be complete, and for full and complete statements of such provisions reference is made to such instruments, documents and other materials, copies of which are on file at the corporate trust office of the Trustee in Minneapolis, Minnesota.

The information contained in this Limited Offering Memorandum has been compiled or prepared from information obtained from the Borrower, the Issuer, the Bank, and official or other sources deemed to be reliable and, while not guaranteed as to completeness or accuracy, is believed to be correct as of this date. Any statements involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact.

The Issuer has consented to the use of this Limited Offering Memorandum. The contents of this Limited Offering Memorandum are the responsibility of the Borrower, except that the Issuer is responsible for the statements in the section herein "**THE ISSUER**" and "**LITIGATION – Issuer**" and the Bank is responsible for the statements in the section herein "**THE LETTER OF CREDIT AND THE REIMBURSEMENT AGREEMENT**" and in Appendices A and B hereto. The Borrower has reviewed the limited information contained herein relating to the Project, Plan of Finance, the Borrower and the summaries of all documents to which the Borrower is a party, and the Borrower has approved those portions of this Limited Offering Memorandum.

APPENDIX A

CERTAIN INFORMATION CONCERNING WELLS FARGO BANK, NATIONAL ASSOCIATION

THE BANK

The information under this heading has been provided solely by the Bank and is believed to be reliable. This information has not been verified independently by the Issuer or the Underwriter. The Issuer and the Underwriter make no representation whatsoever as to the accuracy, adequacy or completeness of such information.

Wells Fargo Bank, National Association

The Bank is a national banking association organized under the laws of the United States of America with its main office at 101 North Phillips Avenue, Sioux Falls, South Dakota 57104, and engages in retail, commercial and corporate banking, real estate lending and trust and investment services. The Bank is an indirect, wholly-owned subsidiary of Wells Fargo & Company, a diversified financial services company, a financial holding company and a bank holding company registered under the Bank Holding Company Act of 1956, as amended, with its principal executive offices located in San Francisco, California ("Wells Fargo").

The Bank prepares and files Call Reports on a quarterly basis. Each Call Report consists of a balance sheet as of the report date, an income statement for the year-to-date period to which the report relates and supporting schedules. The Call Reports are prepared in accordance with regulatory instructions issued by the Federal Financial Institutions Examination Council. While the Call Reports are supervisory and regulatory documents, not primarily accounting documents, and do not provide a complete range of financial disclosure about the Bank, the reports nevertheless provide important information concerning the Bank's financial condition and results of operations. The Bank's Call Reports are on file with, and are publicly available upon written request to the FDIC, 550 17th Street, N.W., Washington, D.C. 20429, Attention: Division of Insurance and Research. The FDIC also maintains an internet website that contains the Call Reports. The address of the FDIC's website is <http://www.fdic.gov>. The Bank's Call Reports are also available upon written request to the Wells Fargo Corporate Secretary's Office, Wells Fargo Center, MAC N9305-173, 90 South 7th Street, Minneapolis, MN 55479.

The Letter of Credit will be solely an obligation of the Bank and will not be an obligation of, or otherwise guaranteed by, Wells Fargo & Company, and no assets of Wells Fargo & Company or any affiliate of the Bank or Wells Fargo & Company will be pledged to the payment thereof. Payment of the Letter of Credit will not be insured by the FDIC.

The information contained in this section, including financial information, relates to and has been obtained from the Bank, and is furnished solely to provide limited introductory information regarding the Bank and does not purport to be comprehensive. Any financial information provided in this section is qualified in its entirety by the detailed information appearing in the Call Reports referenced above. The delivery hereof shall not create any implication that there has been no change in the affairs of the Bank since the date hereof.

APPENDIX B

FORM OF LETTER OF CREDIT

[To Come]

APPENDIX C

**PROPOSED FORMS OF BOND COUNSEL OPINION AND OPINION OF SPECIAL TAX
COUNSEL**

Set forth below is the proposed form of opinions of Husch Blackwell LLP, Bond Counsel, and Ballard Spahr LLP, Federal Tax Counsel. It is preliminary and subject to change prior to delivery of the Bonds.

[To be Provided by Bond Counsel and Special Tax Counsel]

Document comparison by Workshare 9.5 on Tuesday, June 11, 2019 1:36:20 PM

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Rendering set	MW Standard

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Deletion	
Moved from	
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Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
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Padding cell	

Statistics:	
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Moved to	0
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Total changes	96

\$160,000,000
Redevelopment Authority of the City of Green Bay, Wisconsin
Exempt Facility Variable Rate Demand
Redevelopment Revenue Bonds, Series 2019
(Green Bay Packaging Inc. Project)

REMARKETING AGREEMENT

This REMARKETING AGREEMENT, dated as of July 1, 2019 (this "**Agreement**"), by and between **GREEN BAY PACKAGING INC.** (the "**Borrower**") and **WELLS FARGO BANK, NATIONAL ASSOCIATION** (the "**Remarketing Agent**").

WHEREAS, the Redevelopment Authority of the City of Green Bay, Wisconsin (the "**Issuer**") is issuing its Exempt Facility Variable Rate Demand Redevelopment Revenue Bonds, Series 2019 (Green Bay Packaging Inc. Project) (the "**Bonds**") pursuant to an Indenture of Trust, dated as of July 1, 2019 (the "**Indenture**"), by and between the Issuer and Wells Fargo Bank, National Association, as trustee (as amended and supplemented pursuant to its terms, the "**Trustee**");

WHEREAS, the Issuer has loaned the proceeds from the sale of the Bonds to the Borrower pursuant to the Loan Agreement, dated as of July 1, 2019 (as amended and supplemented pursuant to its terms, the "**Loan Agreement**") between the Issuer and the Borrower;

WHEREAS, as additional security for the payment of the principal and purchase price of and interest on the Bonds, the Borrower has caused Wells Fargo Bank, National Association (the "**Credit Provider**") to issue its irrevocable direct-pay letter of credit (the "**Credit Facility**") to the Trustee pursuant to the Reimbursement Agreement dated as of July 1, 2019 (the "**Reimbursement Agreement**") among the Borrower and the Credit Provider; and

NOW, THEREFORE, for and in consideration of the mutual agreements set forth herein, the parties hereto hereby agree as follows:

SECTION 1. Definitions. All capitalized terms used in this Agreement which are not otherwise defined shall have the meanings ascribed to them in the Indenture.

SECTION 2. Appointment of Remarketing Agent; Responsibilities of Remarketing Agent.

(a) Subject to the terms and conditions contained herein and in the Indenture, the Borrower hereby appoints the Remarketing Agent as the exclusive remarketing agent for the Bonds pursuant to the Indenture, and the Remarketing Agent hereby accepts such appointment in connection with the offering and sale of the Bonds from time to time in the secondary market subsequent to the initial offering, issuance and sale of the Bonds.

(b) The Remarketing Agent agrees to determine the rate of interest for the Bonds bearing interest at the Weekly Rate on each date on which such rate is to be

established or reset, as provided in Section 2.03(b) of the Indenture as the rate, which in the professional judgment of the Remarketing Agent, taking into account prevailing market conditions, which is the minimum rate of interest necessary to enable the Remarketing Agent to remarket the Bonds bearing such interest rate at a price equal to the principal amount thereof plus accrued interest thereon, if any.

(c) In its capacity as Remarketing Agent, upon notice (A) from an Owner (through its direct Participant in the Securities Depository) pursuant to Section 2.06(a) of the Indenture, or (B) from the Trustee of a mandatory tender for purchase pursuant to Section 2.06(e) of the Indenture, in each case given pursuant to and in accordance with the Indenture, the Remarketing Agent shall, subject to the terms and conditions of this Agreement and the Indenture, offer for sale and use its best efforts to remarket any Bonds which are the subject of any such notice at a price equal to the principal amount thereof plus accrued interest thereon, if any, subject, in all respects, to the terms and conditions of this Agreement and the Indenture.

(d) In accordance with the timing and provisions of Section 2.07 of the Indenture, the Remarketing Agent shall give the Trustee, the Borrower, the Paying Agent and the Credit Facility Issuer notice by telephone (promptly confirmed in writing) or by written notice of the aggregate principal amount of the Bonds subject to purchase which have not been remarketed. By the times required in Section 2.07 of the Indenture, on the date that the Bonds are to be purchased, the Remarketing Agent shall (1) cause the Purchase Price of the Bonds to be delivered to the Paying Agent and (2) give telephonic notice, promptly confirmed by a written notice, to the Trustee, the Borrower, the Paying Agent and the Credit Facility Issuer on each date on which Bonds shall be purchased pursuant to the Indenture, specifying the principal amount of the Bonds, if any, not remarketed and the information necessary to enable the Trustee to prepare new Bond certificates with respect to the Bonds that were remarketed.

(e) Reserved.

(f) The Borrower agrees with the Remarketing Agent that, unless this Agreement has been previously terminated pursuant to the terms hereof, the Remarketing Agent shall act as exclusive remarketing agent with respect to the Bonds on the terms and conditions herein contained at all times, including any remarketing of the Bonds in connection with, or in anticipation of, the conversion to another Interest Rate Determination Method pursuant to the Indenture.

(g) It is understood and agreed that the Remarketing Agent's responsibilities hereunder will include (i) the solicitation of purchases of Bonds from investors able to purchase tax-exempt securities comparable to the Bonds in Authorized Denominations; (ii) effecting and processing such purchases; (iii) billing and receiving payment for Bonds purchased; (iv) causing the proceeds from the secondary market sale of the Bonds to be transferred to the Paying Agent for deposit in the Bond Purchase Fund held by the Trustee pursuant to the Indenture and (v) performing such other related functions as may be requested by the Borrower and agreed to by the Remarketing Agent. The Remarketing

Agent will keep records of trades and make trade confirmations in accordance with prudent industry practices.

(h) The Remarketing Agent agrees that, so long as it is the Remarketing Agent under this Agreement, it will perform the obligations contemplated to be performed by the Remarketing Agent under the Indenture. The Remarketing Agent agrees to furnish to the Borrower the information with respect to each rate of interest required by Section 2.03(b) of the Indenture.

(i) The Remarketing Agent will not be liable to the Issuer, the Borrower, the Trustee, the Paying Agent or the Credit Provider on account of the failure of any person to whom the Remarketing Agent has sold a Bond to pay for such Bond or to deliver any document in respect of the sale. It is understood and agreed that the Remarketing Agent shall not be obligated to advance its own funds to purchase, or to effect the purchase of, any Bonds. The Remarketing Agent may purchase Bonds as described in Section 10 hereof.

(j) Notwithstanding any provisions of this Agreement, the Indenture or the Reimbursement Agreement, it is the intention of the Borrower and Remarketing Agent that the use of the term "agent" with reference to the Remarketing Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used merely as a matter of market custom and is intended to create or reflect only an independent contractor relationship between contracting parties, and the Remarketing Agent shall exercise its own independent judgment in connection with its rights and duties as Remarketing Agent. In exercising its rights and duties as Remarketing Agent, the Remarketing Agent is not required to act at the direction of the Issuer, the Borrower, the Trustee, the Paying Agent or the Credit Provider.

(k) **With respect to any remarketing that would constitute a "primary offering" of the Bonds in connection, for example, with mode changes or credit substitution, the Borrower hereby engages the Remarketing Agent as its underwriter with respect to such primary offering of the Bonds. The Borrower understands that the Remarketing Agent as underwriter in such circumstances shall rely upon this subsection (k) as an engagement for purposes of availing upon the "underwriter exclusion" set forth in the Securities Exchange Commission's Municipal Advisor Rule. The Borrower further understands in such circumstances that the Remarketing Agent as underwriter is not the Borrower's municipal advisor and does not owe a fiduciary duty pursuant to Section 15B of the Exchange Act to the Borrower.**

SECTION 3. Payment of Fees and Expenses. In consideration of the services to be performed by the Remarketing Agent under this Agreement, the Borrower agrees to pay to the Remarketing Agent the following fees:

(a) so long as the Bonds bear interest at a Weekly Rate, ~~an annual~~ fee equal to 7 basis points per annum of the ~~weighted average daily~~ principal amount of Bonds

outstanding on the respective payment date, calculated on the basis of a 360-day year for the actual number of days elapsed;

(b) in the event that the Bonds are converted to bear interest at a Flexible Term Rate, Medium-Term Rate, Index Interest Rate or a Fixed Rate, a fee as shall be agreed to by the Borrower and the Remarketing Agent at that time; and

(c) expenses incurred by the Remarketing Agent in connection with its services hereunder, including, but not limited to, fees incurred in connection with the registration of the Bonds under any state securities laws and expenses incurred in connection with the preparation of a new official statement or other offering materials as provided in Section 5 (including, but not limited to, counsel fees and disbursements).

The fees referred to in clause (a) above shall be paid by the Borrower to the Remarketing Agent ~~on the first Business Day of each January, April, July and October, commencing October 2019.~~ each year in advance, commencing on the Closing Date and payable on each July 2 thereafter while the Bonds are outstanding and bear interest at a Weekly Rate. The fee referred to in clause (b) above shall be paid by the Borrower to the Remarketing Agent on the effective date of the establishment of Flexible Term Rate, Medium-Term Rate, Index Interest Rate or a Fixed Rate and shall include all reasonable costs relating to the preparation of any disclosure documents in connection with the establishment of the applicable rate. The fees and expenses referred to in clause (c) above shall be payable by the Borrower upon demand. The Remarketing Agent shall have the right from time to time to increase the fees referred to above by delivering written notice to the Borrower not less than 30 days prior to the effective date of such increase. In the event that the Borrower objects to such fee increase, the Remarketing Agent shall be under no obligation to establish the interest rate or remarket the Bonds upon and after such effective date. In the event that the Remarketing Agent and the Borrower are unable to agree upon the fees described in clause (b) above, the Remarketing Agent shall be under no obligation to establish the interest rate or remarket the Bonds upon and after such conversion. The Borrower shall pay the Remarketing Agent's fees and expenses under this Agreement without regard to any claim, set-off, defense or other right which the Borrower may have at any time against the Remarketing Agent or any other person, whether in connection with this Agreement, the Bonds or any unrelated transactions.

SECTION 4. The Bonds. As more fully described in the Indenture, the Bonds will be issuable, subject to the terms and conditions of the Indenture, in the form of fully registered Bonds in Authorized Denominations. The Bonds shall initially bear interest at a Weekly Rate determined by the Remarketing Agent on or prior to the date of issuance of the Bonds.

SECTION 5. Furnishing of Offering Materials.

(a) The Borrower agrees to furnish the Remarketing Agent with as many copies of the Limited Offering Memorandum, dated June __, 2019 (as amended or supplemented, the "**Offering Document**") as the Remarketing Agent may reasonably request, and such other information with respect to the Borrower and the Bonds as the

Remarketing Agent shall reasonably request from time to time. The Borrower consents to the use of the Offering Document and all other documents and information provided to the Remarketing Agent by the Borrower for the purpose of remarketing the Bonds.

(b) The Borrower agrees to cooperate with the Remarketing Agent in the preparation of a new official statement or other offering material for the Bonds in the event the Remarketing Agent reasonably determines that the preparation and distribution of such official statement or offering material is desirable in connection with remarketing the Bonds.

(c) If, at any time during the term of this Agreement, any event known to the Borrower relating to or affecting the Bonds, the Issuer, the Borrower, the Credit Facility, any alternate credit enhancement for the Bonds, the Credit Provider, this Agreement or the Indenture shall occur which might affect the correctness or completeness of any statement of a material fact contained in the Offering Document, the Borrower will promptly notify the Remarketing Agent in writing of the circumstances and details of such event. The Borrower agrees to prepare an amendment or supplement to the Offering Document acceptable to the Remarketing Agent if in the judgment of the Borrower or the Remarketing Agent such amendment or supplement is necessary to ensure that at all times the Offering Document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. All costs incurred in connection with the preparation of such amendment or supplement shall be borne by the Borrower.

(d) In connection with the remarketing of the Bonds as a result of, or in anticipation of, (i) an expiration or termination of the Credit Facility or any alternate credit enhancement for the Bonds, or (ii) a conversion of the interest rate borne by the Bonds for the Weekly Rate to any other interest rate permitted under the Indenture, the Borrower shall prepare or caused to be prepared any disclosure documents (including continuing disclosure undertakings required by the rules and regulations of the Securities and Exchange Commission) which in the sole judgment of the Remarketing Agent or the Borrower are necessary or desirable. All costs incurred in connection with the preparation of such disclosure documents shall be borne by the Borrower.

SECTION 6. Representations, Warranties and Covenants of the Borrower. The representations and warranties of the Borrower set forth in the Bond Purchase Agreement, dated June __, 2019 (the "**Bond Purchase Agreement**"), relating to the Bonds are true and correct and are hereby incorporated by reference herein, as though fully set forth herein. In addition, the Borrower, by its execution hereof, represents and warrants to, and covenants and agrees with, the Remarketing Agent as follows:

(a) It has the authority to take all actions required or permitted to be taken by it under, and to perform and observe the covenants and agreements on its part contained in, this Agreement, the Indenture, the Loan Agreement, the Reimbursement Agreement and any other instrument or agreement relating thereto (collectively, the "**Closing Documents**").

(b) It has, on or before the date hereof, duly taken all action necessary to be taken by it prior to such date for: (i) the execution, delivery and performance of the Closing Documents that have been executed in connection with the transactions contemplated hereby and by the Offering Documents; and (ii) the carrying out, giving effect to, consummation and performance of the transactions and obligations contemplated hereby and by the Offering Documents; *provided* that no representation is made with respect to compliance with the securities or Blue Sky laws of the various states of the United States.

(c) The Closing Documents that have been executed in connection with the consummation of the transactions contemplated hereby and by the Offering Documents have been duly executed and delivered by it and constitute its legal, valid and binding obligations, enforceable against it in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws, or equitable principles relating to or limiting creditors' rights generally.

(d) The execution and delivery of the Closing Documents that have been executed in connection with the consummation of the transactions contemplated hereby and by the Offering Documents, compliance with the terms, conditions or provisions thereof, and consummation of the transactions herein and therein contemplated do not and will not violate any law, regulation, order, writ, injunction or decree of any court or governmental body or result in a breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any mortgage, lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Borrower pursuant to, any mortgage, resolution, agreement or instrument to which the Borrower is a party or by which it or any of its properties is bound other than those provided for in or contemplated by the Indenture.

(e) All authorizations, consents and approvals of, notices to, registrations or filings with, or actions in respect of, any governmental body, agency or other instrumentality or court required in connection with the execution, delivery and performance by the Borrower of the Closing Documents that have been executed in connection with the consummation of the transactions contemplated hereby and by the Offering Documents have been obtained, given or taken and are in full force and effect; *provided* that no representation is made with respect to compliance with the securities or Blue Sky laws of the various states of the United States.

(f) Other than as described in the Offering Documents, there is no action, suit, proceeding, inquiry or investigation before or by any court, public board or body pending or, to the knowledge of the Borrower, threatened against or affecting it wherein an unfavorable decision, ruling or finding is likely to have a material adverse effect on the financial condition or solvency of the Borrower or the ability of the Borrower to perform its obligations under the Closing Documents.

(g) The Borrower makes no representation as to information in the Offering Documents relating to the Credit Provider and provided by the Credit Provider for inclusion therein.

(h) The Borrower has taken no action, and has not omitted to take any action, which action or omission to take action would in any way affect or impair the excludability of interest on the Bonds from gross income to the holders thereof for federal income tax purposes.

(i) The Borrower will cooperate with the Remarketing Agent in obtaining the qualification of the Bonds for offering and sale under the laws of such jurisdictions as the Remarketing Agent shall designate; provided that the Borrower shall not be required to incur any expense, consent to service of process in any jurisdiction or qualify to do business in any jurisdiction where it is not now so subject.

SECTION 7. Conditions to Remarketing Agent's Obligations. The obligations of the Remarketing Agent under this Agreement have been undertaken in reliance on, and shall be subject to, the due performance by the Borrower of its obligations and agreements to be performed hereunder and to the accuracy of and compliance with the representations, warranties and agreements of the Borrower contained or incorporated by reference herein, on and as of the date of delivery of this Agreement and on and as of each date on which Bonds are to be remarketed pursuant to this Agreement. At or prior to the closing date for the Bonds, the Remarketing Agent shall have received copies of all closing documents required by, and delivered pursuant to, the Bond Purchase Agreement. The obligations of the Remarketing Agent hereunder with respect to each date on which Bonds are to be remarketed pursuant to this Agreement are also subject, in the discretion of the Remarketing Agent, to the following further conditions that (i) the Bonds, the Credit Facility, the Loan Agreement and the Indenture shall be in full force and effect and shall not have been amended, modified or supplemented in any way which would materially and adversely affect the Bonds or the rights and obligations of the Remarketing Agent, except as may have been agreed to in writing by the Remarketing Agent; (ii) no event of default and no event which, with the passage of time or the giving of notice or both, would constitute an event of default, under the Indenture, the Loan Agreement or the Reimbursement Agreement shall have occurred; (iii) there shall be in full force and effect such additional resolutions, agreements, certificates (including such certificates as may be required by regulations of the Internal Revenue Service in order to establish the exclusion from gross income of interest on the Bonds for federal income tax purposes) and opinions which are reasonably required by Bond Counsel and counsel for the Remarketing Agent and which shall be reasonably satisfactory in form and substance to Bond Counsel and counsel for the Remarketing Agent; (iv) no failure by the Credit Provider to honor a demand for payment under the Credit Facility shall have occurred; (v) there shall have been no material adverse change in the condition (financial or otherwise) of the Borrower since the date of the Offering Documents; and (vi) the information in the Offering Documents continues to be true and correct in all material respects and does not contain untrue statements of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

SECTION 8. Term and Termination of Agreement.

(a) (i) This Agreement shall become effective upon its execution by the Remarketing Agent and the Borrower and shall continue in full force and effect until the earlier of (A) the resignation or removal of the Remarketing Agent pursuant to this Section 8, (B) such time as the principal of and premium, if any, and interest on the

Bonds shall have been paid or provision for such payment shall have been made in accordance with Article V of the Indenture, and (C) the conversion of the Bonds to a Fixed Rate.

(ii) In accordance with the provisions of Section 7.13 of the Indenture, (A) the Remarketing Agent may at any time resign and be discharged of its duties and obligations under the Indenture and under this Agreement upon providing to the Borrower, the Issuer, the Credit Provider, the Trustee and the Paying Agent at least 30 days' prior written notice, and (B) the Remarketing Agent may be removed at any time, at the direction of the Borrower, by an instrument signed by the Borrower and the Issuer and delivered to the Credit Provider, the Paying Agent, the Remarketing Agent and the Trustee at least 30 days prior to the effective date of such removal.

(iii) In addition, in the event the remarketing fees payable to the Remarketing Agent pursuant to Section 3 hereof are not paid when due the Remarketing Agent may resign and be discharged of its duties and obligations under the Indenture and this Agreement upon providing to the Issuer, the Borrower, the Credit Provider, the Trustee and the Paying Agent five (5) days' prior written notice, regardless of whether a successor remarketing agent shall have been appointed.

(b) In addition to the provisions of subsection (a) hereof, the Remarketing Agent may suspend its obligations under this Agreement at any time by notifying the Borrower, the Trustee, the Paying Agent and the Credit Provider in writing of its election to do so, if:

(i) Legislation shall be adopted, or a decision by a court established under Article III of the Constitution of the United States or the United States Tax Court shall be rendered or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed having the purpose or effect of imposing federal income taxation, or any other event shall have occurred which causes interest received on the Bonds not to be excluded from gross income for purposes of federal income taxation; or

(ii) Legislation shall be adopted, or a decision by a court of the United States shall be rendered, or stop order, ruling, regulation or by, or on behalf of, the United States Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made or proposed, to the effect that the offering or sale of obligations of the general character of the Bonds or the issuance of the Credit Facility, is or would be in violation of any provision of the Securities Act of 1933, as amended and as then in effect (the "**Securities Act**"), or the Securities Exchange Act of 1934, as amended and as then in effect, or that the Indenture shall be required to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the "**1939 Act**"), or with the purpose or effect of otherwise prohibiting the offering or sale of obligations of the general character of

the Bonds, or the Bonds, as contemplated hereby, without registration under the Securities Act or qualification of the 1939 Act, as amended; or

(iii) Any information shall have become known, which, in the Remarketing Agent's sole judgment, makes untrue, incorrect or misleading in any material respect any statement or information contained in the Offering Documents, or causes the Offering Documents to contain an untrue, incorrect or misleading statement of a material fact or to omit to state a material fact required to be stated therein or necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading; or

(iv) Except as provided in clauses (i) and (ii) of this Section 8(b), any legislation, resolution, ordinance, rule or regulation shall be introduced in, or be enacted by, any federal governmental body, department or agency of the United States or the State of Wisconsin, or a decision by any court of competent jurisdiction within the United States or the State of Wisconsin shall be rendered, which, in the Remarketing Agent's reasonable opinion, materially adversely affects the marketability of the Bonds; or

(v) Additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; or

(vi) Any governmental authority shall impose, as to the Bonds, or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force; or

(vii) A general banking moratorium shall have been established by federal, Wisconsin or New York authorities; or

(viii) Any rating assigned to the Bonds by a national rating service, including Moody's Investors Service, Inc, Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. or Fitch Ratings, if the Bonds are then rated by such rating service, is downgraded, withdrawn or suspended; or

(ix) A war involving the United States shall have been declared, or any existing conflict involving the armed forces of the United States shall have escalated, or any other national emergency relating to the effective operation of government or the financial community shall have occurred, which, in the Remarketing Agent's reasonable opinion, materially adversely affects the marketability of the Bonds; or

(x) Any litigation shall be instituted, pending or threatened to restrain or enjoin the sale or remarketing of the Bonds or in any way protesting or affecting any authority for or the validity of the Bonds, the Indenture, the Loan Agreement, the Credit Facility or this Agreement, or the existence or powers of the Borrower or the Credit Provider; or

(xi) There is any material adverse change in the affairs of the Credit Provider or the Borrower, which in the sole judgment of the Remarketing Agent, makes it impractical or inadvisable to proceed with the remarketing of the Bonds as contemplated by this Agreement and by the Offering Documents;

(xii) If at any time Rule 15c2-12(b)(5) of the Securities and Exchange Commission is then applicable to the Bonds, unless a continuing disclosure agreement meeting the requirements of such Rule is then in effect with respect to each "Obligated Person" as set forth in such Rule;

(xiii) The expiration or termination of the Credit Facility unless it is being replaced by an alternate credit facility or liquidity facility acceptable to the Remarketing Agent;

(xiv) Any material representation or warranty of the Borrower contained in the Indenture, the Bond Purchase Agreement, the Loan Agreement, this Agreement or the Reimbursement Agreement proves to have been untrue or incorrect in any material respect when made or deemed to be made which, in the Remarketing Agent's reasonable opinion, materially adversely affects the marketability of the Bonds; or

(xv) Any condition set forth in Section 7 hereof is not satisfied.

SECTION 9. Indemnification.

(a) In connection with any remarketing of the Bonds, the Borrower shall and hereby does indemnify and hold harmless the Remarketing Agent and its officers, directors and employees and each person, if any, who controls the Remarketing Agent within the meaning of the Securities Act (collectively, the "**Indemnified Parties**"), to the extent permitted under applicable law, against any losses, claims, damages or liabilities, joint or several, to which the Indemnified Parties may become subject, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (i) any untrue statement or alleged untrue statement of any material fact contained in the Offering Documents, or in other offering material related to the Bonds or the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or (ii) the representations and warranties incorporated in Section 6 hereof being untrue at the time of remarketing of any Bond pursuant hereto; and will reimburse the Indemnified Parties for any legal or other expenses reasonably incurred by the Indemnified Parties in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Borrower will not be liable in any such case to any Indemnified Party to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made in any of such documents or under the captions "Underwriter" or "Remarketing Agent" in reliance upon and in conformity with written information furnished to the Borrower by the Remarketing Agent or a controlling person of the Remarketing Agent specifically for use therein; and

provided further that the indemnity provision contained in this subparagraph (a) with respect to the Offering Documents or other offering material related to the Bonds shall not inure to the benefit of the Remarketing Agent (or to the benefit of any person controlling the Remarketing Agent) with respect to any such loss, claim, damage, liability or action asserted by any person if a copy of the Offering Documents or other offering material related to the Bonds not containing the untrue statement or alleged untrue statement or omission or alleged omission that is the basis of the loss, claim, damage, liability or action for which indemnification is sought was available to the Remarketing Agent and was not properly mailed, delivered or given to such person. This indemnity provision will be in addition to any liability which the Borrower may otherwise have.

(b) Promptly after receipt by an Indemnified Party under this Section 9 of notice of the commencement of any action, such Indemnified Party will, if a claim in respect thereof is to be made against the Borrower under this Section 9, notify the Borrower in writing of the commencement thereof, but the omission so to notify the Borrower will not relieve the Borrower from any liability which it may have to any Indemnified Party otherwise than under this Section 9 except to the extent that the Borrower is able to demonstrate actual prejudice in not being so notified. In case any such action is brought against any Indemnified Party, and it notifies the Borrower of the commencement thereof, the Borrower will be entitled to participate in, and, to the extent that it may wish, jointly with any other indemnifying party, similarly notified, to assume the defense thereof so long as its interests are not adverse to those of the Indemnified Party, with counsel reasonably satisfactory to such Indemnified Party, and after notice from the Borrower to such Indemnified Party of its election to assume the defense thereof, the Borrower will not be liable to such Indemnified Party under this Section 9 for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof other than reasonable costs of investigation. Upon assumption by the Borrower of the defense of any such action or proceeding, the Indemnified Party shall have the right to participate in such action or proceeding and to retain its own counsel but the Borrower shall not be liable for any legal expenses of other counsel subsequently incurred by such Indemnified Party in connection with the defense thereof unless (i) the Borrower has agreed to pay such fees and expenses, (ii) the Borrower shall have failed to employ counsel reasonably satisfactory to the Indemnified Party in a timely manner or (iii) the Indemnified Party shall have been advised by counsel that there are actual or potential conflicting interests between the Borrower and the Indemnified Party, including situations in which there are one or more legal defenses available to the Indemnified Party that are different from or additional to those available to the Borrower. If the Borrower does not elect to assume the defense of any such suit, it will reimburse the Indemnified Parties for the reasonable fees and expenses of any counsel retained by them. In the event that the parties to any such action (including impleaded parties) include one or more indemnifying parties and one or more Indemnified Parties, and one or more Indemnified Parties shall have been advised by counsel reasonably satisfactory to the Remarketing Agent and the Borrower that there may be one or more legal defenses available to any of the Indemnified Parties, which are different from, additional to, or in conflict with those available to any of the indemnifying parties, the indemnifying parties will reimburse the Indemnified Parties for the reasonable fees and expenses of any counsel retained by the Indemnified Parties (it being understood

that the indemnifying parties shall not, in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys for all Indemnified Parties, which firm shall be designated by the Indemnified Parties, the Remarketing Agent or the Borrower, as the case may be). Each indemnifying party agrees promptly to notify each Indemnified Party of the commencement of any litigation or proceedings against it in connection with the remarketing of the Bonds. The Borrower shall not consent to the terms of any compromise or settlement of any action defended by the Borrower in accordance with the foregoing without the prior consent of the Indemnified Party. No indemnifying party shall be liable under this Section 9 for the amount of any compromise or settlement of any action unless such compromise or settlement has been approved in writing by such indemnifying party, which approval shall not be unreasonably withheld. The indemnity agreements contained in this Section 9 shall remain operative and in full force and effect, regardless of any investigation made by or on behalf of any Indemnified Party, or the delivery of and any payment for any Bonds hereunder, and shall survive the termination or cancellation of this Agreement.

(c) If the indemnification provided for in subparagraph (a) of this Section 9 is unavailable, because of limitations imposed by securities laws or for any other reason, to a party that would otherwise have been an Indemnified Party under subparagraph (a) above in respect of any losses, claims, damages or liabilities (or actions in respect thereof) referred to therein, then each party that would have been an indemnifying party thereunder shall, in lieu of indemnifying such Indemnified Party, contribute to the amount paid or payable by such Indemnified Party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion so that the Remarketing Agent is responsible for that portion represented by the percentage that the Remarketing Agent's commission with respect to such remarketing bears to the aggregate principal amount of such Bonds being remarketed and the Borrower is responsible for the balance; provided, however, that no person guilty of fraudulent misrepresentation within the meaning of Section 11(f) of the Securities Act shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation within the meaning of Section 11(f) of the Securities Act. The amount paid or payable by an Indemnified Party as a result of the losses, claims, damages or liabilities (or actions in respect thereon referred to above in this subparagraph (c)) shall be deemed to include any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any such action or claims (which shall be limited as provided in subparagraph (b) above if the indemnifying party has assumed the defense of any such action in accordance with the provisions thereof).

SECTION 10. Dealing in Bonds by Remarketing Agent. The Remarketing Agent, in its individual capacity, either as principal or agent, may in its sole discretion, buy, sell, own, hold and deal in any of the Bonds, and may join in any action which any Owner may be entitled to take with like effect as if it did not act in any capacity hereunder. The Bonds purchased by the Remarketing Agent as described in the preceding sentence shall have the same characteristics, including, without limitation, interest rate, as other Bonds not held by the Remarketing Agent and which are not Credit Provider Bonds. The Remarketing Agent, in its individual capacity,

either as principal or agent, may also engage in or be interested in any financial or other transaction with the Borrower and may act as depositary, trustee or agent for any committee or body of bondholders with respect to other obligations of the Borrower, as freely as if it did not act in any capacity hereunder.

SECTION 11. Best Efforts Remarketing. It is understood and agreed by both parties hereto that the Remarketing Agent is only obligated hereunder to use its best efforts to solicit indications of interest on the part of purchasers of any tendered Bonds. The Remarketing Agent shall be construed to be acting as agent only for and on behalf of the owners from time to time of the Bonds.

SECTION 12. Remarketing Agent's Performance.

(a) The duties and obligations of the Remarketing Agent as Remarketing Agent shall be determined solely by the express provisions of this Agreement and the Indenture. The Remarketing Agent shall not be responsible for the performance of any duties or obligations other than as are specifically set forth in this Agreement and the Indenture, and no implied covenants or obligations shall be read into this Agreement or the Indenture against the Remarketing Agent.

(b) The Remarketing Agent may conclusively rely upon any notice or document given or furnished to the Remarketing Agent and conforming to the requirements of this Agreement or the Indenture and shall be protected in acting upon any such notice or document reasonably believed by it to be genuine and to have been given, signed or presented by the proper party or parties.

(c) The Remarketing Agent shall not be liable for any actions taken or omitted to be taken pursuant to this Agreement, except for its own gross negligence or willful misconduct.

SECTION 13. Compliance with MSRB Rule 34(c) and Agreement to Provide Liquidity Documents.

(a) In connection with its services under this Agreement, the Remarketing Agent will be required to comply with Rule G-34(c) of the MSRB ("Rule G-34(c)"). Rule G-34(c) and related MSRB guidance requires the Remarketing Agent to submit to the MSRB's Short-term Obligation Rate Transparency ("SHORT") System:

(i) certain information with respect to each interest rate determination for variable rate demand obligations; and

(ii) current copies of (A) the letter of credit agreement (as of the date hereof the Reimbursement Agreement), (B) the standby bond purchase agreement, (C) any other document that establishes an obligation to provide liquidity for variable rate demand obligations, and (D) those documents that include provisions detailing critical aspects of the liquidity provisions for variable rate demand obligations, including, but not limited to, (1) the circumstances under which a liquidity facility may terminate, (2) the notice period for bondholder tenders and

(3) the term out (amortization) period for variable rate demand obligations held by the liquidity provider; ((A) through (D) collectively, the "Liquidity Documents").

(b) In order to assist the Remarketing Agent to comply with its obligations under Rule G-34(c), the Borrower shall provide to the Remarketing Agent, in the form of a word-searchable PDF file or in such other form as the Remarketing Agent shall notify the Issuer and Borrower in writing is required by the MSRB, the following documents at the following times:

(i) On the Closing Date, a copy of the executed Liquidity Documents;

(ii) No later than ten Business Days prior to the proposed date of any amendment, including an extension or renewal of the expiration date, or replacement or termination of the then current Liquidity Documents, written notice that the current Liquidity Documents are proposed to be amended, extended, renewed, replaced or terminated and the expected date of execution and delivery of the amendment, extension, renewal, replacement or termination of the Liquidity Documents;

(iii) Within one Business Day after the execution and delivery of any amendment, including any renewal, extension, replacement or termination of the then current Liquidity Documents, a copy of the executed amendment, renewal, extension, replacement or termination thereof, together with the affected Liquidity Documents; and

(iv) No later than ten Business Days after receiving a request from the Remarketing Agent for any document relating to the liquidity supporting the Bonds; such document requested by the Remarketing Agent relating to the liquidity supporting the Bonds.

(c) The Borrower agrees with the Remarketing Agent as follows:

(i) all Liquidity Documents will be labeled with the following information: (1) CUSIP number, (2) name of issuer, (3) name of the document and (4) whether the document is an execution version or a redacted version;

(ii) the Remarketing Agent will not redact any information in the Liquidity Documents that the Borrower provides to the Remarketing Agent, and will have no liability to the Borrower or any other party for any disclosure of confidential or sensitive information resulting from its compliance with Rule G-34(c); and

(iii) all Liquidity Documents and information filed by the Remarketing Agent pursuant to the requirements of Rule G-34(c) will be publicly available on the MSRB's SHORT System, in the form such Liquidity Documents and information is provided to the Remarketing Agent.

(d) The Borrower represents and warrants that any Liquidity Document that is redacted by the Borrower and provided to the Remarketing Agent pursuant to this Section of the Agreement shall be redacted in a manner that is not inconsistent with MSRB Notice 2011-17. In the event the Remarketing Agent determines that the Liquidity Documents provided to the Remarketing Agent pursuant to this Section 13 contain redactions that are not consistent with MSRB Notice 2011-17, the Borrower shall or shall cause the liquidity provider to remove such redactions.

(e) The Borrower shall pay or reimburse the Remarketing Agent for all charges and expenses incurred in obtaining the documents required to be filed pursuant to Rule G-34(c).

(f) In the event additional legal or regulatory requirements are imposed on the Remarketing Agent's performance of its obligations under this Agreement, the Borrower agrees to cooperate with the Remarketing Agent and shall provide such documents and take such other steps as may be reasonably requested by the Remarketing Agent in order to comply with such additional requirements.

SECTION 14. No Advisory or Fiduciary Role. The Borrower acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the Borrower and Wells Fargo Bank, National Association in which Wells Fargo Bank, National Association, through the Wells Fargo Bank, NA Municipal Products Group, which conducts municipal securities sales, trading and underwriting operations on behalf of Wells Fargo Bank, National Association, is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Borrower; (ii) the Remarketing Agent has not assumed any advisory or fiduciary responsibility to the Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Wells Fargo Bank, National Association or its affiliates have provided other services or is currently providing other services to the Borrower on other matters); (iii) the only obligations the Remarketing Agent has to the Borrower with respect to the transaction contemplated hereby are expressly set forth in this Agreement and the Bond Purchase Agreement; and (iv) the Borrower has consulted its own financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent it has deemed appropriate. The Borrower acknowledges that the Remarketing Agent may not be able to perform some of the services the Borrower may request of the Remarketing Agent from time to time in connection with the Remarketing Agent's engagement as Remarketing Agent to the extent that such services would cause the Remarketing Agent to be considered a "municipal advisor" under SEC Rel. No. 34-70462 (Sept. 20, 2013) (such final rules and to the extent referenced therein, Section 975, the "Municipal Advisor Rules") implementing Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

SECTION 15. Intention of Parties. It is the express intention of the parties hereto that no purchase, sale or transfer of any Bonds, as herein provided, shall constitute or be construed to be the extinguishment of any Bond or the indebtedness evidenced thereby or the reissuance of any Bonds or the refunding of any indebtedness represented thereby.

SECTION 16. Notices, Etc. The provisions of Section 9.04 of the Indenture with respect to the service of any notice, request, complaint, demand or other paper under this Agreement to the Borrower, the Credit Provider, the Remarketing Agent, the Paying Agent and the Trustee are incorporated herein by reference.

SECTION 17. Miscellaneous.

(a) This Agreement, and the obligations of the Borrower hereunder, may not be assigned or delegated to any other person without the prior written consent of the Remarketing Agent. This Agreement, and the rights and obligations of the Remarketing Agent hereunder, may be assigned by the Remarketing Agent to any other direct or indirect subsidiary of Wells Fargo & Company or any other affiliate of the Remarketing Agent meeting the requirements of Section 7.13 of the Indenture without the consent of any person, and upon such assignment, such subsidiary or affiliate shall become the Remarketing Agent hereunder and under the Indenture without any further action. Any other assignment of this Agreement by the Remarketing Agent shall require the consent of the Borrower, which consent shall not be unreasonably withheld. This Agreement will inure to the benefit of and be binding upon the Borrower and the Remarketing Agent and their respective successors and assigns, and will not confer any rights upon any other person, partnership, association or corporation other than persons, if any, controlling the Remarketing Agent or the Borrower within the meaning of the Securities Act. The terms "successors" and "assigns" shall not include any purchaser of any of the Bonds merely because of such purchase.

(b) All of the representations, warranties and agreements of the Borrower in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of the Remarketing Agent, (ii) delivery of and any payment for any Bonds hereunder or (iii) termination or cancellation of this Agreement.

(c) Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

(d) If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

(e) Whenever any time of day or particular hour is specified herein, such time or hour shall be determined on the basis of Eastern Standard Time or Eastern Daylight Savings Time, whichever is then in effect in New York City, New York.

(f) This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

(g) This Agreement may be amended from time to time only by an instrument in writing executed by the parties hereto.

(h) This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Wisconsin.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GREEN BAY PACKAGING INC.

By: _____

Name: _____

Title: _____

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Remarketing Agent**

By: _____

Name: _____

Title: _____

Document comparison by Workshare 9.5 on Tuesday, June 11, 2019 1:34:56 PM

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Description	#116563106v4<Active> - Green Bay - Remarketing Agreement
Rendering set	MW Standard

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Deletion	
Moved from	
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Padding cell	

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Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

June 18, 2019

PREPARED BY

Kevin J. Vonck, CED Director

AGENDA ITEM # M.2.

To approve Development Agreement 19-02 with The Legacy Green Bay, LLC, for the Legacy Hotel at 1004 Brett Favre Pass (Tax Parcel 1-1841-C-2), subject to minor legal and technical clarifications.

The 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 Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

BACKGROUND

A Developer, The Legacy Green Bay, LLC, intends to complete a Project, which involves construction of a five (5)-story boutique, all-suites hotel of approximately ninety thousand (90,000) square feet, along with parking, landscaping, lighting and other related improvements at 1004 Brett Favre Pass (Tax Parcel 1-1841-C-2). The project is located in the Legends District, just east of Lambeau Field and the Resch Center.

The Project aligns with our Department vision to link and leverage our natural, built, human, and social assets in order to generate valuable products, services, and experiences within the City. It makes our community more safe, productive, accessible, and innovative, for it will:

- build new structures with high-performance designs, systems, and finishes;
- create a significantly higher per acre property value than adjacent properties and the City average;
- generate property taxes greater than the cost of providing infrastructure and services;
- be located in a place easy to reach on foot, bicycle, or transit; strengthen and/or expand non-motorized transportation networks;
- generate job opportunities for individuals of all ages, abilities, and incomes;
- expand our range of real estate products;
- be designed and built with options for conversion to alternative uses in the future;
- create and/or enhance unique public spaces, amenities, and art.

As of January 1, 2019, the Property has an aggregate assessed value of one million, eight hundred and eighty nine thousand, nine hundred dollars (\$1,889,900.00), which based on the assessed tax rates in effect as of January 1, 2019, the Property yields approximately:

- \$44,185.00 in total real estate taxes annually (assessed mill rate of \$23.38);
- \$44,185.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$23.38); and
- \$17,292.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.15).

Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be twelve million dollars (\$12,000,000.00), which is anticipated to yield approximately:

- \$280,560.00 in total real estate taxes annually (assessed mill rate of \$23.38);
- \$280,560.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$23.38); and
- \$109,800.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.15).

The Project is not viable but for public assistance. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new conservation and rehabilitation or blight Tax Increment District (“TID 23” or the “TID”), effective January 1, 2019, which includes the Property and adjacent property, and which will provide part of the financing for certain costs of the Project.

RECOMMENDATION

Approve Development Agreement 19-02 with The Legacy Green Bay, LLC, for the Legacy Hotel at 1004 Brett Favre Pass (Tax Parcel 1-1841-C-2), subject to minor legal and technical clarifications.

FISCAL IMPACT

Staff is proposing a TIF Incentive that involves a PAYGo Reimbursement wherein the City shall make available not more than eighty percent (80%) of the available TIF Increment to the Developer until tax year 2040. Based on an estimated aggregate assessed property value of twelve million dollars (\$12,000,000.00), staff estimates an incentive of approximately three million, seven hundred thousand dollars (\$3,700,000.00) during the life of the Agreement. This equates to approximately two million, three hundred thousand dollars (\$2,300,000.00) at present value.

No levy dollars will be used for this project.

ATTACHMENTS

1. Development Agreement - Legacy Hotel 6.11.19
2. 8.3 - Legacy Hotel - 1-1841-C-2 - Financial Projections - 190529 - 12

DEVELOPMENT AGREEMENT 19-02

LEGACY HOTEL

This Development Agreement is made this _____ day of _____, 2019,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and THE LEGACY GREEN BAY, LLC a Wisconsin limited liability company ("Developer").

RECITALS

- A. Developer has proposed to develop certain real property, identified for real estate tax purposes and address as:

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
I-1841-C-2	1004 Brett Favre Pass	3.125	\$1,889,900.00

- B. The parcel listed above, shall be referred to as the "Property." The Property comprises approximately three and one hundred twenty five thousandths (3.125) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.
- C. Developer intends to complete a Project, which involves construction of a five (5)-story boutique, all-suites hotel of approximately ninety thousand (90,000) square feet, along with parking, landscaping, lighting and other related improvements. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C.
- D. As of January 1, 2019, the Property has an aggregate assessed value of one million, eight hundred and eighty nine thousand, nine hundred dollars (\$1,889,900.00), which based on the assessed tax rates in effect as of January 1, 2019, the Property yields approximately:
1. \$44,185.00 in total real estate taxes annually (assessed mill rate of \$23.38);
 2. \$44,185.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$23.38); and
 3. \$17,292.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.15).
- E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be twelve million dollars (\$12,000,000.00), which is anticipated to yield approximately:
1. \$280,560.00 in total real estate taxes annually (assessed mill rate of \$23.38);
 2. \$280,560.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$23.38); and

3. \$109,800.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.15).

The City Assessor or his/her designee may not use this Agreement or any provisions herein as the sole basis to determine the value of the Project.

- F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new conservation and rehabilitation or blight Tax Increment District ("TID 23" or the "TID"), effective January 1, 2019, which includes the Property, and may also include adjacent property, and which will provide part of the financing for certain costs of the Project.
- G. Developer has requested Tax Incremental Finance ("TIF") assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that the Project will reduce transportation hazards; build new structures with high-performance designs, systems, and finishes; create a significantly higher per acre property value than adjacent properties and the City average; generate property taxes greater than the cost of providing infrastructure and services; is located in places easy to reach on foot, bicycle, or transit; strengthen and/or expand non-motorized transportation networks; generate job opportunities for individuals of all ages, abilities, and incomes; expand our range of real estate products; are designed and built with options for conversion to alternative uses in the future; create and/or enhance unique public spaces, amenities, and art; and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

I. PURPOSE

- A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City or RDA, including but not limited to adopted or approved plans or specifications on file with the City or RDA, along with all of the Recitals set forth above, shall be incorporated into this Agreement by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Agreement.
- B. Implementation Schedule. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City and RDA, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this

Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.

- C. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City or RDA, granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City and RDA will take the necessary action to amend any conflicting approvals or conditions.
- D. Purpose of the Agreement. In order to cause the Project to occur and to induce Developer to undertake the Project, to promote community development, industry and job creation and to expand and enhance the tax base within the City, the City intends to provide the TIF Incentives as set forth in this Agreement. The City intends to recover its costs through the Available Tax Increment generated by the Property. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed.

II. DEFINITIONS; EXHIBITS

Whenever in this Agreement a pronoun is used it shall be construed to represent either the singular or the plural, masculine or feminine, as the case shall demand. As used in this Agreement, the following terms, when having an initial capital letter, shall have the following meanings:

- A. “Agreement” means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- B. “Annual Assessed Value” means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. “Available Tax Increment” means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the base value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the City. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.
- D. “Base Value” means the aggregate assessed value of the Property when the TID was created, which shall be one million, eight hundred and eighty nine thousand, nine hundred dollars (\$1,889,900.00).
- E. “City” means the City of Green Bay, Brown County, Wisconsin.
- F. “Concept Plan” means the plan for the Project.
- G. “Developer” means NEW LEGENDS, LLC, or any assignee of the same.
- H. “Plans and Specifications” means the plans and specifications developed for the Project.

- I. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT C and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- J. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- K. "Project" means the Project as defined in the Recitals.
- L. "Public Improvements" means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, without limitation:
 - 1. road, pedestrian, and bicycle improvements; and
 - 2. any related engineering, grading, erosion control, and landscaping.
- M. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 3.
- N. "Special Assessment" means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.
- O. "Special Charge" means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.
- P. "Tax Increment" means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year's equalized value of all taxable property in the TID.
- Q. "TID" means Tax Increment District Number Twenty-Three ("TID 23" or the "TID"), of the City of Green Bay. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new conservation and rehabilitation or blight Tax Increment District ("TID 23" or the "TID"), effective January 1, 2019.
- R. "TIF" means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- S. "TIF Incentive" means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. TAX INCREMENT FINANCING

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the "but for" test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer's qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.
- B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be defined as the following:

- I. PAYGo Reimbursement. The City shall provide an additional TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:
 - a) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.
 - b) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.
 - c) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the Available TIF Increment.
 - d) The City shall make available eighty percent (80%) of the Available TIF Increment to the Developer.
 - e) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2020, the TIF Increment would be determined as of January 1, 2021 and the PAYGo reimbursement would first be payable in 2022.
2. Assignment. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property upon approval of the RDA, provided however, that the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. It shall be incumbent upon Developer to enter into a separate agreement with any third parties if it intends to assign its payment rights hereunder, or seek either reimbursement or allocation of any Incremental Property Value and guaranteed aggregate assessed value generated by any third party purchaser and/or developer of any part of the Property.
3. Qualified Expenditures. The TIF Incentive shall only fund, in order of priority:
 - a) Public Improvements, as defined in Section II. L.; then
 - b) "Private Improvements", including:
 - (I) Environmental remediation, and asbestos abatement as required by State and Federal law;
 - (II) Building demolition and site clearing; and
 - (III) Stormwater management facilities and related improvements; and
 - (IV) Building foundations, paving, landscaping and related site improvements; and

(V) Building superstructure, including core and shell.

c) Any other activity specifically approved by the City or RDA.

4. Public Improvements. Prior to November 1, 2020, the City and/or RDA shall at their expense, construct appropriate paving, landscape, lighting, and other improvements required to ensure safe, comfortable, and contiguous pedestrian accommodations within the public right of way along the north side of Brett Favre Pass and Tony Canadeo Run, between the City boundary to the west and Bart Starr Drive to the east, in compliance with current industry standards.

C. Limitations. The TIF Incentive available to Developer for the Project is limited as follows:

1. Monetary Limitation. The TIF Incentive in any year shall not exceed eighty percent (80%) of the Available Tax Increment for the Property.
2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the total amount of Qualified Expenses incurred and paid by Developer.
3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, and provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of:
 - a) Tax year 2040;
 - b) The termination date of the TID; or
 - c) The termination of this Agreement pursuant to Article IX, below, if before the termination of the TID.

D. No General Obligation of City. The City's obligation to make TIF Incentive payments shall be a special and limited obligation only and shall not be considered a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.

E. Other Grants and Credits. The City and RDA, as appropriate and in its sole discretion, may also apply for such other grants and credits in regard to the Project as they shall deem appropriate for the benefit of the Project and as may be required to achieve necessary financing for the Project, provided, however, the City and RDA make no representations or warranties about the availability of such grants and credits or whether any such grants or credits that may be available will be awarded.

IV. OBLIGATIONS OF DEVELOPER

- A. Concept Plan. Prior to September 1, 2019, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in the Term Sheet. The Concept Plan shall clearly identify:
1. The location of a potential Legends District gateway sign and/or artwork, as approved by the Developer.
 2. A potential future building footprint on the southern portion of the Property.
- B. Construction Documents. Prior to September 1, 2019, and prior to commencement of construction of any Phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval. The Construction Documents shall include:
1. Plans and specifications for structural, mechanical and electrical systems, materials; and
 2. Full-color elevations for all sides of all proposed structures; and
 3. Descriptions and photographic examples of interior finishes; and
 4. Other such essential items as may be reasonably determined by the RDA to be appropriate.
- C. Development Budget. Prior to September 1, 2019, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval. The Development Budget shall include:
1. Not less than sixteen million (\$16,000,000.00) in “hard” construction costs for the entire Project; and
 2. A line item of not less than ten percent (10%) of total Project costs for cost overruns and change orders; and
 3. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III.
- D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.
- E. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to

control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:

- I. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
 2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.
- F. Proof of Equity. By no later than September 1, 2019, Developer shall have in place and shall provide the Executive Director of the RDA proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into the Project in an amount sufficient to obtain financing for all Project costs. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.
- G. Proof of Financing. By no later than September 1, 2019, Developer shall have in place and shall provide Executive Director of the RDA proof of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.
- H. Acquisition of Property. By no later than September 1, 2019, Developer shall have obtained land control for all of the parcels comprising the Property and all of the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as requested by the City or RDA regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.
- I. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
- J. Certified Survey Map. If required as part of compliance with Section IV. E., Developer shall cause a certified survey map to be prepared, approved by the City, RDA, and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.
- K. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.
- L. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction, which shall be no later than December 1, 2019. Construction shall be completed no later than December 1, 2020. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.

- M. Reports and Information. Upon request of the Executive Director of the RDA, Developer shall provide information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement, including progress reports during the course of construction and/or annual financial statements for Developer.
- N. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- O. Transfer or Sale of Project Property.
- I. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. The City or RDA may deny the request for any commercially reasonable reason. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.
 - I. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.
- P. Easements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.
- Q. Environmental.
- I. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the First Phase, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.
 2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):

- a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property; or
- b) Arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.

3. Hazardous Materials Defined. As used herein, the term “Hazardous Materials” means:

- a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as “hazardous wastes,” “hazardous substances,” “toxic substances,” “pollutants,” “contaminants,” “radioactive materials,” or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, “Environmental Laws”); and
- b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.

4. Survival. The provisions of this Section shall survive the conveyance to Developer of any City and/or RDA Property.

R. Insurance. Before commencement of construction activities on the Property, Developer shall deliver to the City and RDA certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City or RDA, which Developer is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City and RDA as additional insured parties:

1. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer’s liability coverage shall be in not less than the following limits:

- a) Bodily Injury by Accident - \$100,000.00 per accident;
- b) Bodily Injury by Disease - \$100,000.00 per employee; and
- c) \$500,000.00 policy limit.

2. Waiver of Workers Compensation Subrogation. The workers’ compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees

to waive all rights of subrogation against the City, RDA, its officers, officials, employees, and volunteers for losses paid under the terms of the policy that arises from the work performed by the names insured for or on behalf of the City or RDA.

3. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City or RDA. The amounts of such insurance shall be not less than the following limits:
 - a) General Aggregate Limit - \$2,000,000.00; Personal and Advertising Injury Limit (per person/organization) - \$2,000,000.00;
 - b) Bodily Injury and Property Damage - \$2,000,000.00 per occurrence;
 - c) Fire Legal Liability Damage Limit - \$100,000.00 per occurrence; and
 - d) Medical Expense Limit - \$10,000.00 per person.
4. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non-owned motor vehicles. The amounts of such insurance shall be not less than the following limits:
 - a) Bodily Injury - \$250,000.00 per person; and
 - b) \$1,000,000.00 per occurrence; and Property Damage - \$250,000.00 per occurrence.
5. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of \$1,000,000.00 for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. S. 1. to IV S. 3. above.
6. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.
7. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

S. General Indemnity.

- I. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:
 - a) Any breach by Developer of the terms of this Agreement;
 - b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or
 - c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.
2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City or RDA, which notice shall be given by the City or RDA within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City and RDA unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City and RDA may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the City or RDA is advised in writing by its legal counsel that there is a conflict between the positions of Developer and City or RDA, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City or RDA different from or in addition to those available to Developer, then counsel for the City or RDA, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City or RDA. Developer shall not enter into any compromise or settlement without the prior written consent of the City or RDA, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City or RDA shall be reasonable grounds for the City or RDA to refuse to provide written consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City and RDA for the reasonable fees and expenses of counsel(s) retained by the City and by RDA, and shall be bound by the results obtained by the City and RDA; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

The City's and RDA's obligations under this Agreement are conditioned upon the following:

- A. Existence. Upon request, Developer shall have provided City and/or RDA a certified copy of its organizational documents and a certificate from the Department of Financial Institutions for the State of Wisconsin indicating Developer's existence and good standing.
- B. Incumbency; Due Authorization. Developer shall have provided a certificate of incumbency and resolutions of the company, demonstrating Developer has been duly authorized to enter into this Agreement and authorizing the person signing this Agreement to execute and deliver it to the City and/or RDA, and to bind Developer to its terms.
- C. No Violation or Default. Developer shall not be in violation of any of its governing documents or other contracts subject to this Agreement or of any other agreement between Developer and the City and/or RDA.
- D. Insurance. Developer shall have delivered to the City and/or RDA certificates of all insurance required under this Agreement.
- E. TID District. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

The obligations of Developer under this Agreement are conditioned upon the following:

- A. TID. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.
- B. Due Authorization. The City Council shall consent to the City entering into this Agreement and shall authorize the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.

VII. REPRESENTATIONS, WARRANTIES AND COVENANTS

Developer represents and warrants to the City and RDA as follows:

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and RDA, as the case may be, and are true and correct and there has been no material change in any of the same.
- B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.
- C. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
- D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall

pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property when and as the same become due.

- E. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City or RDA pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.
- F. Good Standing. Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
- G. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
- H. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.
- I. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.
- J. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.
- K. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.
- L. Fees or Commissions. Neither the City nor RDA shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.

VIII. DEFAULT

- A. Developer Default. Each of the following shall be an Event of Default by Developer:
 - I. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of ten (10) days after its due date;

2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City or RDA; provided, however, if such cure cannot reasonably be accomplished within such thirty (30) days and the delay in cure does not materially impair the financial interests of the City or RDA, and if Developer promptly commences cure within the initial thirty (30) days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days, for a total of ninety (90) days to cure;
 3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;
 4. Fraud and Other Illicit Behavior. Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:
 - a) Fraud; or
 - b) Indecent or illicit behavior that in the determination of the City or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;
 5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;
 6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.
- B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:
1. Termination. Terminate this Agreement without further notice to Developer;
 2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach;
 3. Specific Performance. Sue for specific performance;
 4. Sue for Damages. Sue for all damages caused by the Event of Default;
 5. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;
 6. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and
 7. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.

- C. City or RDA Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City and/or RDA to perform their obligations under this Agreement, but only after providing the City and RDA notice of such default and a failure by the City and/or RDA to commence attempts to cure such default within the thirty (30)-day notice period. If the City and/or RDA, as appropriate, commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.
- D. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City or RDA shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.
- E. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- F. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

IX. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
 - 1. All Qualified Expenditures have been repaid in full by Tax Increment;
 - 2. The City closes and terminates the TID;
 - 3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 - 4. This Agreement is terminated because of an Event of Default;
 - 5. The parties agree in writing to terminate this Agreement.
- B. TIF Payments termination. TIF payments shall terminate at the end of tax year 2040.
- C. Survival of Certain Provisions. Sections III. D., IV. E., IV. I., IV. K., IV. O. 2., IV. P., IV. Q. 2., IV. S., V. A., V. B., V. C., V. D., V. E., VII. C., VII. D., VII. E., VII. G., VII. K., VII. L., VIII. B., VIII. D., VIII. E., VIII. F., X. B., X. C., X. G., X. J., X. M., X. O., X. P., and X. R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

- A. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof

are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.

- B. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.
- C. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- D. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.
- E. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.
- F. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.
- G. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- H. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.
- I. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given:
 - I. Upon receipt if sent via electronic mail (e-mail) or facsimile; or

2. Upon receipt if hand-delivered to the party or person intended; or
3. One (1) business day after deposit with a nationally-recognized overnight commercial courier service, air bill pre-paid; or
4. Three (3) business days after deposit in the United States Postal Service (USPS), postage prepaid, by certified mail, return receipt requested.

All correspondence shall be addressed by name and address to the party or person intended as follows:

To the City: City of Green Bay
 Attn: City Clerk
 100 North Jefferson Street
 Green Bay, WI 54301
 e-mail: KrisTe@greenbaywi.gov
 facsimile: 920-448-3016

To RDA: Redevelopment Authority of the City of Green Bay
 Attention: Executive Director
 100 North Jefferson Street, Room 608
 Green Bay, WI 54301
 e-mail: KevinVo@greenbaywi.gov
 facsimile: 920-448-3426

To the Developer: THE LEGACY GREEN BAY, LLC
 Attention: Vicky Fabry
 999 Lombardi Avenue
 Green Bay, WI 54304
 e-mail: address@address.com
 facsimile: 920-####-####

The foregoing addresses shall be presumed to be correct until notice of a different address is given according to this paragraph.

- J. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- K. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- L. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.
- M. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.

- N. Recording of Agreement. The City may record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.
- O. Priority Over Subsequent Liens. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. Owner warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Development Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. This Development Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).
- P. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- Q. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- R. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.
- S. Adjacent Public Improvements. The RDA and/or City shall make a good faith effort to work with the Village of Ashwaubenon and owners of real property adjacent to Brett Favre Pass to provide a safe, comfortable and contiguous pedestrian connection for the Legends District to Holmgren Way.

[Signature pages follow]

Signature page 1 of 3

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed by duly authorized representatives of Developer, City and RDA as of the day and year first written above.

**DEVELOPER:
THE LEGACY GREEN BAY, LLC**

By: _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2019, the above named _____, a member of THE LEGACY GREEN BAY, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin

My Commission Expires _____

Signature page 2 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
and THE LEGACY GREEN BAY, LLC

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Kris A. Teske, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2019, the above named
_____ and _____, on behalf of the City of Green
Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing
instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

Signature page 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
and THE LEGACY GREEN BAY, LLC

**REDEVELOPMENT AUTHORITY OF THE
CITY OF GREEN BAY**

By: _____
Gary J. Delveaux, Chair

Attest: _____
Kevin J. Vonck, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2019, the above named
_____ and _____, on behalf of the Redevelopment
Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person
who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

EXHIBIT B
Legal Description

136,125 SQ FT LOT 2 OF 37 CSM 99 BNG PRT OF LOT 9 MORRIS & BROMLEYS SUBD OF S1/2 OF
PC 13 WSFR & BNG PRT OF PC 14 & 15 WSFR

EXHIBIT C

Preliminary Concept Plan



THE LEGACY
HOTEL

New Hotel Design
CONCEPTUAL RENDERING

Southwest View

Performa
ARCHITECTS + ENGINEERS

total: 80 suites
 80,400 SF (not including basement)
 exterior = 748'-0" LF

STUDIO: 68
 CLASSIC: 12
 GRAND: 2

5
 15,150 SF
 STUDIO: 30
 CLASSIC: 1
 GRAND: 1



4
 15,150 SF
 STUDIO: 18
 CLASSIC: 3
 GRAND: 1



3
 15,150 SF
 STUDIO: 18
 CLASSIC: 4
 GRAND: 2



2
 15,250 SF
 STUDIO: 18
 CLASSIC: 4
 GRAND: 2



1
 19,700 SF



BASEMENT
 11,120 SF



TID #		PROJECT				LOAN	INTEREST	AMORTIZED	PAID OVER
23 TBD		Legacy Hotel				\$ 0	5.00%	20	20
CREATED		PARCEL	ACRES	BASE VALUE	TAX RATE	PAYMENT	% COVERAGE	% PAYGO	% TO TID
2019		I-1841-C-2	3.12	\$ 1,889,900.00	\$ 23.38	\$ (0)	110%	80%	20%
YEAR		NEW VALUE	VALUE / ACRE	INC VALUE	INC TAXES	DEBT SERVICE	NET	NET PAYGO	TID BALANCE
0	2019	\$ 1,889,900	\$ 605,737	\$ -	\$ -	\$ (0)	\$ (0)	\$ -	\$ (0)
1	2020	\$ 1,889,900	\$ 605,737	\$ -	\$ -	\$ (0)	\$ (0)	\$ -	\$ (0)
2	2021	\$ 12,000,000	\$ 3,846,154	\$ 10,110,100	\$ -	\$ (0)	\$ (0)	\$ -	\$ (0)
3	2022	\$ 12,000,000	\$ 3,846,154	\$ 10,110,100	\$ 236,374	\$ (0)	\$ 236,374	\$ (189,099)	\$ 47,275
4	2023	\$ 12,000,000	\$ 3,846,154	\$ 10,110,100	\$ 236,374	\$ (0)	\$ 472,748	\$ (378,199)	\$ 94,550
5	2024	\$ 12,000,000	\$ 3,846,154	\$ 10,110,100	\$ 236,374	\$ (0)	\$ 709,122	\$ (567,298)	\$ 141,824
6	2025	\$ 12,000,000	\$ 3,846,154	\$ 10,110,100	\$ 236,374	\$ (0)	\$ 945,497	\$ (756,397)	\$ 189,099
7	2026	\$ 12,000,000	\$ 3,846,154	\$ 10,110,100	\$ 236,374	\$ (0)	\$ 1,181,871	\$ (945,497)	\$ 236,374
8	2027	\$ 12,000,000	\$ 3,846,154	\$ 10,110,100	\$ 236,374	\$ (0)	\$ 1,418,245	\$ (1,134,596)	\$ 283,649
9	2028	\$ 12,000,000	\$ 3,846,154	\$ 10,110,100	\$ 236,374	\$ (0)	\$ 1,654,619	\$ (1,323,695)	\$ 330,924
10	2029	\$ 12,000,000	\$ 3,846,154	\$ 10,110,100	\$ 236,374	\$ (0)	\$ 1,890,993	\$ (1,512,794)	\$ 378,199
11	2030	\$ 12,000,000	\$ 3,846,154	\$ 10,110,100	\$ 236,374	\$ (0)	\$ 2,127,367	\$ (1,701,894)	\$ 425,473
12	2031	\$ 12,000,000	\$ 3,846,154	\$ 10,110,100	\$ 236,374	\$ (0)	\$ 2,363,741	\$ (1,890,993)	\$ 472,748
13	2032	\$ 12,000,000	\$ 3,846,154	\$ 10,110,100	\$ 236,374	\$ (0)	\$ 2,600,116	\$ (2,080,092)	\$ 520,023
14	2033	\$ 12,000,000	\$ 3,846,154	\$ 10,110,100	\$ 236,374	\$ (0)	\$ 2,836,490	\$ (2,269,192)	\$ 567,298
15	2034	\$ 12,000,000	\$ 3,846,154	\$ 10,110,100	\$ 236,374	\$ (0)	\$ 3,072,864	\$ (2,458,291)	\$ 614,573
16	2035	\$ 12,000,000	\$ 3,846,154	\$ 10,110,100	\$ 236,374	\$ (0)	\$ 3,309,238	\$ (2,647,390)	\$ 661,848
17	2036	\$ 12,000,000	\$ 3,846,154	\$ 10,110,100	\$ 236,374	\$ (0)	\$ 3,545,612	\$ (2,836,490)	\$ 709,122
18	2037	\$ 12,000,000	\$ 3,846,154	\$ 10,110,100	\$ 236,374	\$ (0)	\$ 3,781,986	\$ (3,025,589)	\$ 756,397
19	2038	\$ 12,000,000	\$ 3,846,154	\$ 10,110,100	\$ 236,374	\$ (0)	\$ 4,018,360	\$ (3,214,688)	\$ 803,672
20	2039	\$ 12,000,000	\$ 3,846,154	\$ 10,110,100	\$ 236,374	\$ (0)	\$ 4,254,734	\$ (3,403,788)	\$ 850,947
21	2040	\$ 12,000,000	\$ 3,846,154	\$ 10,110,100	\$ 236,374	\$ (0)	\$ 4,491,109	\$ (3,592,887)	\$ 898,222
22	2041	\$ 12,000,000	\$ 3,846,154	\$ 10,110,100	\$ 236,374	\$ (0)	\$ 4,727,483	\$ (3,781,986)	\$ 945,497
23	2042	\$ 12,000,000	\$ 3,846,154	\$ 10,110,100	\$ 236,374	\$ (0)	\$ 4,963,857	\$ (3,971,086)	\$ 992,771
24	2043	\$ 12,000,000	\$ 3,846,154	\$ 10,110,100	\$ 236,374	\$ (0)	\$ 5,200,231	\$ (4,160,185)	\$ 1,040,046
25	2044	\$ 12,000,000	\$ 3,846,154	\$ 10,110,100	\$ 236,374	\$ (0)	\$ 5,436,605	\$ (4,349,284)	\$ 1,087,321
26	2045	\$ 12,000,000	\$ 3,846,154	\$ 10,110,100	\$ 236,374	\$ (0)	\$ 5,672,979	\$ (4,538,383)	\$ 1,134,596
27	2046	\$ 12,000,000	\$ 3,846,154	\$ 10,110,100	\$ 236,374	\$ (0)	\$ 5,909,353	\$ (4,727,483)	\$ 1,181,871
	2047				\$ 236,374	\$ (0)	\$ 6,145,728	\$ (4,916,582)	\$ 1,229,146
TOTAL		\$ 12,000,000	\$ 3,846,154	\$ 10,110,100	\$ 5,909,353	\$ (0)	\$ 5,909,353	\$ (4,727,483)	\$ 1,181,871



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

June 18, 2019

PREPARED BY

Stephanie Schmutzer, Staff

AGENDA ITEM # M.3.

To approve the proposed Industrial Revenue Bond Fee Schedule.

BACKGROUND

Industrial Revenue Bonds (IRB) are issued through the Wisconsin Economic Development Corporation (WEDC) for manufacturing facilities. These bonds are tax-exempt bonds that hold no liability for the City. The City, when informed of the request for IRB's, would need to pass an Initial Resolution and a Final Resolution for these projects. With the work that is associated with IRB's we are establishing the attached fee schedule.

RECOMMENDATION

Approve the proposed Industrial Revenue Bond Fee Schedule.

FISCAL IMPACT

ATTACHMENTS

- I. Industrial Revenue Bond Fees



Industrial Revenue Bond Fee Schedule

- A) Initial Resolution Fee: taken to subcommittee and/or City Council
- | | |
|--|----------------|
| Total project totaling up to \$10,000,000..... | \$1,000 |
| Total project totaling over \$10,000,001..... | \$2,000 |
- B) Final Resolution Fee: taken to subcommittee and/or City Council
- | | |
|--|----------------|
| Total project totaling up to \$10,000,000..... | \$1,000 |
| Total project totaling over \$10,000,001..... | \$2,000 |
- C) Additional charges to cover actual costs (Outside legal, consultants, or substantial internal administration hours) billed at the end of the bond process.



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

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # N.I.

To approve request by Danielle Klaus to rescind the snow and ice removal charge of \$74.08 at 1414 East Mason Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # N.2.

To approve results of sidewalk study on Ontario Road and order sidewalk installed at 436 Ontario Road and prepare sidewalk resolutions for 436, 450, 484, and 490 Ontario Road and 3093 Beth Drive.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # N.3.

To hold request by Ald. Scannell, on behalf of Jon-Thomas Korntved, for 8 additional overnight parking exemptions at 868 1/2 Dousman Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # N.4.

To receive and place on file request by Ald. Brunette for Public Works to provide an up to date account of revenue and expenditures of the Wheel Tax.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Wheel Tax Fund - 06-12-19 - D4

Fund 217 - Local Vehicle Registration Fees

Receipts through 6/11/19	\$ 641,788.00
Interest Revenue	\$ 1,902.72
Total Received	\$ 643,690.72

Expenses

Encumbered Funds - Blacktop Materials	\$ 65,000.00
Encumbered Funds - Joint Sealing Mastic	\$ 35,000.00
Encumbered Funds - Resurfacing Assessments	\$ 438,834.28
Encumbered Funds - S. Chestnut (2-19) Assessments	\$ 47,388.15
Encumbered Funds - S. Chestnut (3-19) Assessments	\$ 68,050.92
Encumbered Funds - Haven Place Assessments	\$ 96,071.04
Encumbered Funds - N. Webster Avenue (WisDOT)	\$ 182,432.32

Total Encumbrances	\$ 932,776.71
--------------------	---------------

Current Cash Balance	\$ (289,085.99)
----------------------	-----------------



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

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # N.5.

To have Department of Public Works, Green Bay Metro Fire Department, and Green Bay Police Department prepare a communication plan for man made and natural disasters to help our citizens have as much time as possible to preserve life and property.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # N.6.

To receive and place on file request by Ald. Galvin for an update on when the plan to bring sidewalks up to code will be ready.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # N.7.

To adopt a resolution approving the annual Compliance Maintenance Annual Report (CMAR), authorize the Mayor and City Clerk to execute the resolution, and authorize the Director of Public Works to submit the report to Wisconsin Department of Natural Resources.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. eCMAR I-S Summary 6-05-2019
2. 2018 eCMAR - DRAFT 6-5-2019



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

100 N. Jefferson Street, Room 300
Green Bay, WI 54301
Tel (920) 448-3100
Fax (920) 448-3102

INTER-OFFICE
MEMO

TO: Improvement & Services Committee
Steven Grenier – Director of Public Works

FROM: Matthew Heckenlaible – Utility Manager

SUBJECT: Compliance Maintenance Annual Report
Executive Summary

DATE: June 5, 2019

C: James Brunette – Assistant Director of Public Works

Sanitary Sewer System Background

Each year the Department of Public Works is required to submit a report to the Wisconsin Department of Natural Resources (WDNR) as to the status of the City's sanitary sewer collection system. This is done through the Compliance Maintenance Annual Report (eCMAR).

The CMAR is broken into two (2) sections to be evaluated, Financial Management and the Sanitary Sewer Collection Systems.

The Financial Management section is inquiring whether or not we have ample revenue to meet expenditures and if we are planning for capital projects / costs. In 2017, the Wisconsin Office of Energy Innovation in conjunction with the WDNR, added a subsection pertaining to Energy Efficiency and Use. The Office of Energy has been obtaining energy usage data from potable water systems for years and are somewhat aware that in a time of energy needs what it would take to keep potable water systems operational, but they have very little appreciable data on what energy needs are associated with waste water treatment plants and collection systems. The Office of Energy and WDNR will be requesting this information to also aid entities to track their own energy usage and determine if there are any deficiencies to lift stations or similar mechanisms could be improved thereby saving municipalities money. In 2018, the City again was in favorable standing receiving an "A" rating for this section.

The Sanitary Sewer Collection System section inquires about the various components of a CMOM (Capacity, Management, Operations & Maintenance) program along with the maintenance performed within our collection system and the number of sanitary sewer related complaints and back-ups. The City had an EPA mandate to develop and implement a CMOM in July of 2013. The WDNR mandated that all collection and treatment facilities of a CMOM in place and begin implementing by August 1, 2016 as was noted in the CMAR presentation at the June 2016 Improvement and Service Committee meeting. In 2014, the City submitted a draft copy of the CMOM to EPA for review and consideration. EPA submitted comments back to the City and revisions were made to the initial draft document. In 2015, the City began formalizing a CMOM and began implementing various components that were ready. The CMOM program is a living document that is reviewed, revised, trained upon and



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implemented on an annual basis. Along with existing programs that were in place and no 'reportable' sanitary sewer overflows, we were again in favorable standing in 2018 receiving an "A" rating for this section.

Year	Financial Rating	Sewer System Rating	Overall Rating	% System Cleaning	% System Televised	Total No. of Sewer Complaints	Back-ups from City Main	SSOs
2006	A	A	A	33.53*	3.19	323	207	0
2007	A	A	A	30.6*	3.2	332	249	0
2008	A	A	A	29.3*	2.9	364	239	0
2009	A	C	C+	8.85	3.5	359	267	2
2010	A	A	A	11.37	2.4	317	238	0
2011	A	A	A	24.75	10.59	299	72	0
2012	A	A	A	19.5	9.7	281	57	0
2013	A	A	A	43	19.4	272	43	0
2014	A	A	A	31.2	34.9	321	25	0
2015	A	A	A	31.03	16.04	248	42	0
2016	A	A	A	38.06	16.44	178	13	0
2017	A	A	A	61.9	16.1	174	11	0
2018	A	A	A	71.6	25.9	214	6**	0

* Double counting of footages

** Excluded complaints due to flooding and industrial release

Action Necessary

The Department of Public Works is requesting the Improvement & Service Committee and Common Council to adopt the Resolution Approving the Wisconsin Department of Natural Resources NR-208 Compliance Maintenance Annual Report and authorize the Mayor and City Clerk to execute the resolution and allow the Director of Public Works to forward these document to WDNR.

Compliance Maintenance Annual Report

Green Bay City

Last Updated: Reporting For:
6/5/2019 **2018**

Financial Management

1. Provider of Financial Information

Name:

Matthew Heckenlaible, PE - Utility Manager

Telephone:

(920) 448-3100

(XXX) XXX-XXXX

E-Mail Address
(optional):

MattHe@greenbaywi.gov

2. Treatment Works Operating Revenues

2.1 Are User Charges or other revenues sufficient to cover O&M expenses for your wastewater treatment plant AND/OR collection system ?

● Yes (0 points) ☐

○ No (40 points)

If No, please explain:

2.2 When was the User Charge System or other revenue source(s) last reviewed and/or revised?
Year:

2018

● 0-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A (private facility)

2.3 Did you have a special account (e.g., CWP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?

● Yes (0 points)

○ No (40 points)

0

REPLACEMENT FUNDS [PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 3]

3. Equipment Replacement Funds

3.1 When was the Equipment Replacement Fund last reviewed and/or revised?

Year:

2018

● 1-2 years ago (0 points) ☐

○ 3 or more years ago (20 points) ☐

○ N/A

If N/A, please explain:

3.2 Equipment Replacement Fund Activity

3.2.1 Ending Balance Reported on Last Year's CMAR

\$ 1,729,724.69

3.2.2 Adjustments - if necessary (e.g. earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)

\$ 0.00

3.2.3 Adjusted January 1st Beginning Balance

\$ 1,729,724.69

3.2.4 Additions to Fund (e.g. portion of User Fee, earned interest, etc.)

+ \$ 919,400.00

Compliance Maintenance Annual Report

Green Bay City

Last Updated: Reporting For:
6/5/2019 **2018**

3.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 3.2.6.1 below*) -

\$ 572,592.09

3.2.6 Ending Balance as of December 31st for CMAR Reporting Year

\$ 2,076,532.60

All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.

3.2.6.1 Indicate adjustments, equipment purchases, and/or major repairs from 3.2.5 above.

Significant Equipment purchases: replacement pick-up truck, new combination cleaning truck, nozzles and cutters, portable generator for lift station back-up

3.3 What amount should be in your Replacement Fund? \$ 2,076,532.60

Please note: If you had a CWFPP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the SectionInstructions link under Info header in the left-side menu.

3.3.1 Is the December 31 Ending Balance in your Replacement Fund above, (#3.2.6) equal to, or greater than the amount that should be in it (#3.3)?

● Yes

○ No

If No, please explain.

4. Future Planning

4.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating, or new construction of your treatment facility or collection system?

● Yes - If Yes, please provide major project information, if not already listed below. ☐ ☐

○ No

Project #	Project Description	Estimated Cost	Approximate Construction Year
1	Hinkle Steet Reconstruction (Larsen to W Mason)	250000	2013
2	Webster Ave (East River to Radison)	750000	2018
3	Harvey Street Reconstruction (Jackson to Webster)	150000	2014
4	Grandview Interceptor Sewer Extension	1000000	2019
5	Grandview Estates Subdivision Collection System - Phase I	500000	2017
6	Webster Avenue (E Mason to Porlier)	500000	2016
7	Sitka Street Reconstruction	370000	2019
8	Superior Road Reconstruction	110000	2019
9	Humboldt Road Reconstruction	525000	2016
10	Bradley Estates Sub'd	160000	2016
11	Eaton Heights Sub'd	250000	2019
12	Superior Heights Sub'd	260000	2017
13	Annual Rehabilitation and Reconstruction Contracts	1100000	2019
14	Annual Repair, Reconstruction and Rehabilitation Contracts	850000	2019
15	Contract Annual Sewer Cleaning & CCTV	666000	2018

5. Financial Management General Comments

ENERGY EFFICIENCY AND USE

Compliance Maintenance Annual Report

Green Bay City

Last Updated: Reporting For:

6/5/2019

2018

6. Collection System

6.1 Energy Usage

6.1.1 Enter the monthly energy usage from the different energy sources:

COLLECTION SYSTEM PUMPAGE: Total Power Consumed

Number of Municipally Owned Pump/Lift Stations:

	Electricity Consumed (kWh)	Natural Gas Consumed (therms)
January	6,835	
February	7,288	
March	7,017	
April	5,944	
May	6,256	
June	6,105	
July	50,160	
August	5,638	
September	6,284	
October	7,085	
November	7,767	
December	6,679	
Total	123,058	0
Average	10,255	0

6.1.2 Comments:

6.2 Energy Related Processes and Equipment

6.2.1 Indicate equipment and practices utilized at your pump/lift stations (Check all that apply):

- ☐ Comminution or Screening
- ☒ Extended Shaft Pumps
- ☐ Flow Metering and Recording
- ☐ Pneumatic Pumping
- ☒ SCADA System
- ☒ Self-Priming Pumps
- ☒ Submersible Pumps
- ☒ Variable Speed Drives
- ☐ Other:

6.2.2 Comments:

6.3 Has an Energy Study been performed for your pump/lift stations?

● No

○ Yes

Year:

Compliance Maintenance Annual Report

Green Bay City

Last Updated: Reporting For:
6/5/2019 2018

By Whom:	
Describe and Comment: 	
6.4 Future Energy Related Equipment	
6.4.1 What energy efficient equipment or practices do you have planned for the future for your pump/lift stations?	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Green Bay City

Last Updated: Reporting For:
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Sanitary Sewer Collection Systems

1. Capacity, Management, Operation, and Maintenance (CMOM) Program

1.1 Do you have a CMOM program that is being implemented?

- ☒ Yes
- ☐ No

If No, explain:

1.2 Do you have a CMOM program that contains all the applicable components and items according to Wisc. Adm Code NR 210.23 (4)?

- ☒ Yes
- ☐ No (30 points)
- ☐ N/A

If No or N/A, explain:

1.3 Does your CMOM program contain the following components and items? (check the components and items that apply)

- ☒ Goals [NR 210.23 (4)(a)]

Describe the major goals you had for your collection system last year:

1. Review, modify and continue implementation of the current CMOM in 2018.
 2. Continue with the development of written operating procedures (SOPs) primarily within the Department of Public Works (DPW) - Engineering and DPW - Sewer Sections.
 3. Review and modify SOPs that during implementation and training need to be changed.
 4. Continue to fill vacant Utility Section positions due to retirements, advancement by staff and staff opting to take other positions elsewhere.
 5. Continue to strive for zero (0) basement back-up complaints that originate from the City's sewer system.
 6. Determine significant sources of Inflow & Infiltration (I/I)

Did you accomplish them?

- ☐ Yes
- ☒ No

If No, explain:

1. The CMOM document is a document that needs continued review, modifications and as such training to properly implement. The City views this as an on-going goal and task.
 2. DPW continues to develop, review, modify and train and implement SOPs. The City views this as an on-going goal and task.
 3. The City continues to go through normal recruitment practices when vacancies arise within the DPW - Utility Section (Sewers).
 4. With the change of DPW philosophy, the City continues to see a reduction in City caused basements back-ups (non-significant weather / rain issues).

- ☒ Organization [NR 210.23 (4) (b)] ☐

Does this chapter of your CMOM include:

- ☒ Organizational structure and positions (eg. organizational chart and position descriptions)
- ☒ Internal and external lines of communication responsibilities
- ☒ Person(s) responsible for reporting overflow events to the department and the public

- ☒ Legal Authority [NR 210.23 (4) (c)]

What is the legally binding document that regulates the use of your sewer system?

Chapter 21 - Utilities, Chapter 16 - Plumbing Code

If you have a Sewer Use Ordinance or other similar document, when was it last reviewed and revised? (MM/DD/YYYY) 12/04/2018

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Last Updated: Reporting For:
6/5/2019 2018

Does your sewer use ordinance or other legally binding document address the following:

- ☒ Private property inflow and infiltration
- ☒ New sewer and building sewer design, construction, installation, testing and inspection
- ☒ Rehabilitated sewer and lift station installation, testing and inspection
- ☒ Sewage flows satellite system and large private users are monitored and controlled, as necessary
- ☒ Fat, oil and grease control
- ☒ Enforcement procedures for sewer use non-compliance

☒ Operation and Maintenance [NR 210.23 (4) (d)]

Does your operation and maintenance program and equipment include the following:

- ☒ Equipment and replacement part inventories
- ☒ Up-to-date sewer system map
- ☒ A management system (computer database and/or file system) for collection system information for O&M activities, investigation and rehabilitation
- ☒ A description of routine operation and maintenance activities (see question 2 below)
- ☐ Capacity assessment program
- ☒ Basement back assessment and correction
- ☒ Regular O&M training

☒ Design and Performance Provisions [NR 210.23 (4) (e)] ☐ ☐

What standards and procedures are established for the design, construction, and inspection of the sewer collection system, including building sewers and interceptor sewers on private property?

- ☒ State Plumbing Code, DNR NR 110 Standards and/or local Municipal Code Requirements
- ☒ Construction, Inspection, and Testing
- ☐ Others:

0

☒ Overflow Emergency Response Plan [NR 210.23 (4) (f)] ☐ ☐

Does your emergency response capability include:

- ☒ Responsible personnel communication procedures
- ☒ Response order, timing and clean-up
- ☒ Public notification protocols
- ☒ Training
- ☐ Emergency operation protocols and implementation procedures

☒ Annual Self-Auditing of your CMOM Program [NR 210.23 (5)] ☐ ☐

☐ Special Studies Last Year (check only those that apply):

- ☐ Infiltration/Inflow (I/I) Analysis
- ☐ Sewer System Evaluation Survey (SSES)
- ☐ Sewer Evaluation and Capacity Management Plan (SECAP)
- ☐ Lift Station Evaluation Report
- ☐ Others:

2. Operation and Maintenance

2.1 Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained.

Cleaning	71.6	% of system/year
Root removal	0	% of system/year
Flow monitoring	0	% of system/year
Smoke testing	0	% of system/year

Compliance Maintenance Annual Report

Green Bay City

Last Updated: Reporting For:
6/5/2019 **2018**

Sewer line televising	25.9	% of system/year																																				
Manhole inspections	81.9	% of system/year																																				
Lift station O&M	4	# per L.S./year																																				
Manhole rehabilitation	.39	% of manholes rehabbed																																				
Mainline rehabilitation	.9	% of sewer lines rehabbed																																				
Private sewer inspections	0	% of system/year																																				
Private sewer I/I removal	0	% of private services																																				
River or water crossings	0	% of pipe crossings evaluated or maintained																																				
Please include additional comments about your sanitary sewer collection system below:																																						
The City continuously monitors with SmartCovers, and at a minimum, bi-annually clean two (2) pairs of inverted siphons that cross under the East River. All other river/waterway crossings are inspected or maintained on a rotating basis within a three (3) year basis.																																						
3. Performance Indicators 3.1 Provide the following collection system and flow information for the past year. <table border="1"> <tr> <td> 39.21 </td> <td>Total actual amount of precipitation last year in inches</td> </tr> <tr> <td> 29.52 </td> <td>Annual average precipitation (for your location)</td> </tr> <tr> <td> 463.26 </td> <td>Miles of sanitary sewer</td> </tr> <tr> <td> 13 </td> <td>Number of lift stations</td> </tr> <tr> <td> 0 </td> <td>Number of lift station failures</td> </tr> <tr> <td> 0 </td> <td>Number of sewer pipe failures</td> </tr> <tr> <td> 6 </td> <td>Number of basement backup occurrences</td> </tr> <tr> <td> 214 </td> <td>Number of complaints</td> </tr> <tr> <td> 15.37 </td> <td>Average daily flow in MGD (if available)</td> </tr> <tr> <td> 617.54 </td> <td>Peak monthly flow in MGD (if available)</td> </tr> <tr> <td> 0 </td> <td>Peak hourly flow in MGD (if available)</td> </tr> </table> 3.2 Performance ratios for the past year: <table border="1"> <tr> <td> 0.00 </td> <td>Lift station failures (failures/year)</td> </tr> <tr> <td> 0.00 </td> <td>Sewer pipe failures (pipe failures/sewer mile/yr)</td> </tr> <tr> <td> 0.00 </td> <td>Sanitary sewer overflows (number/sewer mile/yr)</td> </tr> <tr> <td> 0.01 </td> <td>Basement backups (number/sewer mile)</td> </tr> <tr> <td> 0.46 </td> <td>Complaints (number/sewer mile)</td> </tr> <tr> <td> 40.2 </td> <td>Peaking factor ratio (Peak Monthly:Annual Daily Avg)</td> </tr> <tr> <td> 0.0 </td> <td>Peaking factor ratio (Peak Hourly:Annual Daily Avg)</td> </tr> </table>			39.21	Total actual amount of precipitation last year in inches	29.52	Annual average precipitation (for your location)	463.26	Miles of sanitary sewer	13	Number of lift stations	0	Number of lift station failures	0	Number of sewer pipe failures	6	Number of basement backup occurrences	214	Number of complaints	15.37	Average daily flow in MGD (if available)	617.54	Peak monthly flow in MGD (if available)	0	Peak hourly flow in MGD (if available)	0.00	Lift station failures (failures/year)	0.00	Sewer pipe failures (pipe failures/sewer mile/yr)	0.00	Sanitary sewer overflows (number/sewer mile/yr)	0.01	Basement backups (number/sewer mile)	0.46	Complaints (number/sewer mile)	40.2	Peaking factor ratio (Peak Monthly:Annual Daily Avg)	0.0	Peaking factor ratio (Peak Hourly:Annual Daily Avg)
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4. Overflows																																						

Compliance Maintenance Annual Report

Green Bay City

Last Updated: Reporting For:

6/5/2019

2018

LIST OF SANITARY SEWER (SSO) AND TREATMENT FACILITY (TFO) OFERFLOWS REPORTED **

Date	Location	Cause	Estimated Volume (MG)
None reported			

** If there were any SSOs or TFOs that are not listed above, please contact the DNR and stop work on this section until corrected.

5. Infiltration / Inflow (I/I)

5.1 Was infiltration/inflow (I/I) significant in your community last year?

- ☒ Yes
- ☐ No

If Yes, please describe:

The City continues to be cognizant of inflow and infiltration (I/I) in the past several years due to basement back-up complaints that arise during or shortly after significant and/or sustained precipitation events. The City has dollars available for consultant services to assist in developing a sewer system model to better assess I/I.

5.2 Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?

- ☒ Yes
- ☐ No

If Yes, please describe:

The City continues to be cognizant of inflow and infiltration (I/I) in the past several years due to basement back-up complaints that arise during or shortly after significant and/or sustained precipitation events. The City has dollars available for consultant services to assist in developing a sewer system model to better assess I/I.

5.3 Explain any infiltration/inflow (I/I) changes this year from previous years:

The City continues to be cognizant of inflow and infiltration (I/I) in the past several years due to basement back-up complaints that arise during or shortly after significant and/or sustained precipitation events. There were no significant documented I/I performance related instances in 2018 under normal precipitation events. There were I/I issues during significant precipitation events in 2018 that did result in performance issues throughout various portions of the City.

5.4 What is being done to address infiltration/inflow in your collection system?

The City has been trying to install cured in place pipe (CIPP) liners and inject chemical grout into mainline and manhole joints to aid in the reduction of I/I. In late 2016, the City acquired SmartCovers to monitor flow elevations within portions of our sanitary sewer system and track any indication of increased flows during and after precipitation events. The City has budgeted in the past several years to acquire additional SmartCovers to continue to try and narrow down suspected areas that may contribute to I/I within our sanitary sewer system.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

Compliance Maintenance Annual Report

Grading Summary

WPDES No: 0047341

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			4	16
GRADE POINT AVERAGE (GPA) = 4.00				

- Notes:
- A = Voluntary Range (Response Optional)
 - B = Voluntary Range (Response Optional)
 - C = Recommendation Range (Response Required)
 - D = Action Range (Response Required)
 - F = Action Range (Response Required)

Compliance Maintenance Annual Report

Green Bay City

Last Updated: Reporting For:
6/5/2019 2018

Resolution or Owner's Statement

Name of Governing
Body or Owner:

City of Green Bay

Date of Resolution or
Action Taken:

6/4/2019

Resolution Number:

WDNR

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Financial Management: Grade = A

The City will continue to review and implement written policies, procedures and CMOM documents to aid in better understanding financial constraints that exist in order to better operate, manage and maintain the City's sanitary sewer system.

Review the Energy Usage within the sanitary sewer system and better determine if there are additional cost savings that can be considered in years to come like I/I reduction.

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

The City will continue to audit and implement our CMOM program on an annual basis. Within the CMOM, tasks, goals will be continually created, reviewed and up-dated to continue the CMOM to evolve to be the important resource to effectively manage and maintain the City's sanitary sewer system.

To develop a Fat, Oil, Grease (FOG) program that will assist in reducing FOG from entering the sanitary sewer system which will reduce unnecessary preventative maintenance. Budget for a FOG Inspector in the 2019 budget.

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00

The City will continue to audit and implement our CMOM program as required by EPA and WDNR. The goal is to better manage and maintain the City's sanitary sewer infrastructure in the most economical fashion possible while providing a high quality of service and minimizing infrastructure back-ups.



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

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # N.8.

To approve request by Department of Public Works to enter into Intermunicipal Agreement for Reciprocal Aid with surrounding municipalities.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Intermunicipal Agreement for Reciprocal Aid - Revised 10-10-18

**INTERMUNICIPAL AGREEMENT
FOR RECIPROCAL AID
INCLUDING SHARING OF EQUIPMENT AND SERVICES**

This Agreement is made this _____ day of _____, 20____ by and between the parties signatory to this agreement being municipalities of the State of Wisconsin as defined by Wis. Stat. §66.0301 and individually referred to herein as “party” and collectively “parties”.

WHEREAS, the parties each have and maintain various departments within their respective jurisdictions that have and use multiple types of equipment and personnel trained in the use of such equipment; and

WHEREAS, from time to time it may become necessary for one party to request assistance from another party for the use of such equipment, provision of such services, personnel or combination thereof (hereafter collectively “reciprocal aid” or “aid”); and

WHEREAS, Wis. Stat. §66.0301, authorizes intergovernmental agreements between municipalities for the receipt or furnishing of reciprocal aid.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the above parties agree as follows:

A. PROVISION OF RECIPROCAL AID

From time to time, each party shall furnish reciprocal aid when deemed necessary, for the purpose of assisting the requesting party within its territorial jurisdiction, under the terms and conditions provided in this Agreement. It is the intent of this Agreement to address sporadic, temporary, and at times, spontaneous sharing of equipment or personnel. As such, the parties agree any agreement regarding reimbursement for providing such aid shall be addressed

by separate agreement either in existence at the time this Agreement, or entered in the future.

The parties acknowledge agree that the provisions set forth in this Agreement shall not supercede any existing agreements between the parties unless specifically identified herein.

B. REQUEST AND PROVISION OF AID

Requests for, and assents to, aid shall be made by and to the official in charge of the department with jurisdiction over the equipment and/or personnel their respective designee.

Reciprocal aid shall be furnished on the following conditions:

1. Upon receiving a request for reciprocal aid, the designated official in charge of the requested equipment and/or personnel shall make a good-faith decision whether such resources can be temporarily deployed without significant disruption to Owner's operations. If deployment of aid is feasible, then the aid shall be provided as specified in this Agreement. The official or designee may subsequently withdraw the deployed aid when warranted by occurrences in the Owner's jurisdiction.
2. The party receiving aid shall hold harmless, defend and indemnify the party providing aid from and against any and all claims, damages, liabilities and expenses of any type whatsoever, including reasonable attorney's fees, arising out of the aid provided, the failure to furnish adequate services to the requesting party, whether such failure arises from the Owner's failure or refusal to respond to a request for aid, or from the recall of previously deployed aid provided or to be provided under this Agreement, except as otherwise provided herein. This obligation shall survive the termination of this Agreement.

3. Each party, as receiving party, agrees to hold harmless, defend and indemnify the providing party from and against any and all claims, damages, liabilities and expenses of any type whatsoever, including reasonable attorney's fees, arising out of the provision of aid upon a request for reciprocal aid under this Agreement or upon a request for assistance with non-reciprocal equipment and/or personnel, whether resulting from property damage, bodily injury or death, or personal injury, except to the extent that such claims, damages, liabilities and expenses arise from the providing party's intentional tort, malicious act or willful act. This obligation shall survive the termination of this Agreement.
4. Notwithstanding any other provision of this agreement, nothing contained herein is intended to waive or estop either party or their insurers to rely upon the limitations, defenses and immunities contained within 345.05 and 893.80 of the Wisconsin Statutes. To the extent indemnification is available and enforceable, the parties or their insurers shall not be liable in indemnity contribution or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin Law.
5. In the event one party receives notice of claim relating in any way to the subject matter of this Agreement, such party shall promptly notify the other party(ies) in writing of such claim.
6. While performing duties under this Agreement outside the jurisdiction of the providing municipality, personnel shall remain employees of the providing party, and shall not be considered employees of the party requesting aid. The

parties agree that their respective personnel performing duties under this Agreement in the jurisdiction of the other party shall be subject to the general supervision and direction of the requesting party during the period aid is being given.

7. The receiving party agrees that if equipment is damaged except for normal wear and tear at any time while in the custody and control of the requesting party, regardless of cause, it will be repaired or replaced by the owner(providing party) at the requesting party's expense as soon as practicable and at no cost to the providing party(owner). Repairs shall only be made by an entity so authorized by the equipment manufacturer. If the equipment is damaged beyond repair, the providing party shall be entitled to payment from the requesting party in an amount equal to the depreciated value of the equipment immediately prior to the same being damaged beyond repair, as determined by an independent appraiser or upon agreement of the parties.
8. **Termination.** Either party may terminate this Agreement upon a material breach of the provisions hereof by the other party, upon ten (10) days written notice to cure being provided to the breaching party. A material breach shall be defined as a breach that strikes so deeply at the heart of the contract that it renders the Agreement "irreparably broken" and defeats the purpose of the making of the contract in the first place. If the breaching party fails to cure the breach within the specified period or any reasonable extension thereof upon agreement of the parties, then the non-breaching party may terminate this Agreement forthwith. In addition, either party may terminate this Agreement

without cause upon thirty (30) days written notice to the other party. Notices under this Agreement shall be in writing and served on the City Clerk by registered mail, return receipt requested, or by personal service.

9. **Status of Parties to Agreement.** In the performance of this Agreement, the parties to this Agreement shall be considered to be independent contractors and shall have no other relationship whatsoever under this Agreement. Nothing in this Agreement shall be construed to provide or grant jurisdiction to either party over the personnel of the other party, excepting direction of activities for the equipment and personnel provided hereunder.

C. NO ASSIGNMENT.

This Agreement shall bind the parties and their respective successors by operation of law but shall not be otherwise assignable by either without the written consent of the other.

D. TERM.

This Agreement shall be in force and effect from the date first stated above until termination is provided herein.

E. NO DISCRIMINATION.

During the term of this Agreement, the parties, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

F. CONTROLLING LAW.

This agreement will be construed and interpreted in accordance with the laws of the State of Wisconsin, notwithstanding any conflicts of laws provisions.

G. ENTIRE AGREEMENT.

This Agreement constitutes the parties' complete agreement and may only be modified, amended, or added after the date this Agreement by a written instrument executed by both parties, except as otherwise provided herein.

H. SEVERABILITY.

If any provision of this Agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

I. 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 signatures (whether original or electronic) of all the parties will be deemed to constitute a single, enforceable Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Brown County, Wisconsin on the date first stated above.

Municipality: _____ by: _____

Witness: _____
Printed Name: _____

By: _____
Printed Name: _____
Title: _____
Official of the above is authorized to enter into this
binding agreement

CITY OF DE PERE by: _____

By: _____ By: _____

Approved as to form:



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

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # N.9.

To approve request by Speedy Clean, Inc. to enter into an annual Hold Harmless Agreement for access to the City of Green Bay sewer system to conduct inspection of the sewer mains and laterals.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # N.10.

To approve the report of actions taken by Department of Public Works

A. Award of contracts

1. To approve to award contract PAVEMENT 3-19 S. CHESTNUT AVENUE RECONSTRUCTION to the low responsive bidder, Advance Construction, Inc., in the amount of \$922,751.

2. To approve to award contract PAVEMENT 4-19 HAVEN PLACE RESURFACING to the low responsive bidder, MCC, Inc., in the amount of \$165,521.25.

3. To approve to award contract RETAINING WALL CONSTRUCTION - BLONDE AVENUE to the low responsive bidder, Highway Landscapers Inc., in the amount of \$86,020.50.

B. Granting of Licenses

1. Sidewalk Builder

- a. Blaser Construction
- b. Christensen Concrete
- c. Fischer Concrete LLC
- d. Melnarik Concrete, Inc.
- e. Q3 Contracting, Inc.

2. Tree & Brush Trimmer

- a. Asplundh Tree Expert LLC
- b. Jose Rodil Herrera
- c. Urban Tree Service

3. Underground Sprinkler System for RainMaster Irrigation, Inc.

C. To conditionally approve the applications contingent upon a positive review of references

1. Sidewalk Builder

- a. Crete Workx Green Bay LLC
- b. Total Construction DBA Joe Mains Concrete

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Bid Summary - Public PAVEMENT 3-19 S. CHESTNUT AVENUE RECONSTRUCTION
2. Bid Summary - Public PAVEMENT 4-19 HAVEN PLACE RESURFACING
3. Bid Summary - Public RETAINING WALL CONSTRUCTION - BLONDE AVENUE

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

PAVEMENT 3-19 S. CHESTNUT AVENUE RECONSTRUCTION

Tuesday, June 4, 2019

Contractor	Bid	Bid Bond
ADVANCE CONSTRUCTION, INC.	\$922,751.00	5%
DEGROOT, INC.	\$999,965.61	5%
DORNER, INC.	\$1,013,558.00	MISSING
PETERS CONCRETE CO.	\$1,015,780.00	5%
HIGHWAY LANDSCAPERS	\$1,103,382.45	5%
Any questions, call 920-448-3100		

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

PAVEMENT 4-19 HAVEN PLACE RESURFACING

Tuesday, June 4, 2019

Contractor	Bid	Bid Bond
MCC, INC.	\$165,521.25	5%
NORTHEAST ASPHALT, INC.	\$194,731.75	5%
Any questions, call 920-448-3100		

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

RETAINING WALL CONSTRUCTION - BLONDE AVENUE

Tuesday, June 4, 2019

Contractor	Bid	Bid Bond
HIGHWAY LANDSCAPERS, INC.	\$86,020.50	5%
Any questions, call 920-448-3100		



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

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # N.I.I.

To receive and place on file the report of the emergency sanitary sewer repairs at Radisson Street and North Quincy Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Emergency Repair Radisson St. at N. Quincy St



480 N Northview Rd
Green Bay, WI 54311

Voice: 920-468-1073
Fax: 920-468-4889
E-Mail: dekeyserconst@gmail.com

INVOICE

Invoice Number: 1900-015
Invoice Date: May 10, 2019
Page: 3

City of Green Bay
Department of Public Works
100 N. Jefferson Street
Green Bay, WI 54301

City of Green Bay
Department of Public Works
100 N. Jefferson Street
Green Bay, WI 54301

Customer ID	Customer PO	Payment Terms
GREEN BAY		Net 30 Days
		Due Date
		6/9/19

Quantity	Item	Description	Unit Price	Amount
1.00		Insurance Policy for Canadian National	2,550.00	2,550.00
403500-55351				
Subtotal				68,947.86
Sales Tax				
Total Invoice Amount				68,947.86
Payment/Credit Applied				
Total				68,947.86

Check/Credit Memo No:

A FINANCE CHARGE OF 1 1/2% PER MONTH CHARGED ON ALL PAST DUE ACCOUNTS.

not
5-14-19
AMB
5/14/19



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

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # N.12.

To receive and place on file the report of emergency action taken to restore damage to North Broadway from Dousman Street to Mather Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # N.13.

To receive and place on file the report on execution of contract for professional services associated with Taylor Street bridge replacement design.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # N.14.

To order improvements completed and assessments levied for the project WATER MAIN AND/OR WATER SERVICES SPARTAN ROAD – Humboldt Road to Luxemburg Road; to defer assessments against Parcel 21-395 until developed; to defer assessments against the undeveloped portion of Parcel 21-394 (approximately 191 front feet) until developed.

To order improvements completed and levy assessments for the project CONCRETE PAVEMENT NORTH WEBSTER AVENUE – Main Street to East River.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # O.2.

To hold until the July 8 Protection & Policy meeting an appeal by Eric Chang at 830 Howard Street regarding invoice I9001317.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

I. CHANGAPPEAL



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

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # O.3.

Informational: To approve a request by Tenet, LLC at 2475 W. Mason St. to amend their licensed premises suspending the ordinance requirements for an outdoor licensed premises and to approve the proposed outdoor premises as proposed, pending the approval of the proper authorities. (The Protection & Policy Committee took final action at the June 10 meeting).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. tenetpatio
2. tenetrequest



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

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # O.4.

Informational: To approve a request by 304 N. Adams Green Bay, LLC at 304 N. Adams St. to amend their liquor license to include outdoor seating/serving in the City right-of-way (The Protection & Policy Committee took final action at the June 10 meeting).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. sharpescans@greenbaywi.gov_20190604_163845



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

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # O.5.

Informational: To approve a request by Richard Craniums at 840 S. Broadway to temporarily extend their licensed premises to their parking lot on June 13, 16, 20 and 23 (subject to complaint) and hold decision on the remainder of the requested dates (June 27, 30; July 4, 7, 11, 14, 18, 21, 25, 27; August 1, 4, 8, 11, 15, 18, 22, 25, 29; September 1) until the June 24 Protection & Policy special meeting. (The Protection & Policy Committee took final action at the June 10 meeting).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. sharpsscans@greenbaywi.gov_20190605_113548



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

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # O.6.

To approve the request by Green Bay Sportservice, Inc. at 1265 Lombardi Ave. to temporarily extend their licensed premises to the parking lot on September 14, 2019 for a one-day special event, subject to complaint.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. sharpscans@greenbaywi.gov_20190524_093330



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

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # O.7.

Informational: To approve a request by Pepper at 114 S. Broadway to temporarily extend their licensed premises to their parking lot on June 22, 2019 for a charity event, subject to complaint. (The Protection & Policy Committee took final action at the June 10 meeting).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. pepperrequest
2. pepperrequest



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

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # O.8.

To approve the change of agent by Kwik Trip 115 at 515 W. Walnut St.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. sharpescans@greenbaywi.gov_20190528_121028



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

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # O.9.

To approve the change of agent by Aardvark Wine Lounge, LLC at 304 Pine St. for the 2019-2020 license year, with the approval of the proper authorities.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. sharpescans@greenbaywi.gov_20190529_165534



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

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # O.10.

To approve the renewal application for a "Class B" Combination license by Aardvark Wine Lounge, LLC at 304 Pine St. for the 2019-2020 license year, pending the approval of the change of agent at the June 18 Common Council meeting and with the approval of the proper authorities.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 304pine



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

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # O.I.I.

To approve the renewal applications for various liquor and/or beer licenses for the 2019-2020 license year, with the approval of the proper authorities.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. june10application

The following applications have been received by the City Clerk of the City of Green Bay for licenses to sell liquor and/or fermented malt beverages and/or wine under various permits for the 2019-2020 License Year:

Class “B” Beverage License

Labroel, Inc.
Golden Basket Family Restaurant
at 1350 S. Military Ave.

“Class B” Combination License

304 North Adams Green Bay, LLC
Hotel Northland
304 N. Adams St.

at 1685 Main St.

Jam-Rock GB, LLC
Jam-Rock
at 700 Bodart St

TREL, LLC
East Town Pub
at 2266 Main St.

Live Entertainment LLC
Phat Headz
at 420 N. Clay St.

Timsan’s, Inc.
Timsan’s Japanese Steakhouse
at 1654 East Mason St.

Strats, Inc.
Smokey Ridge
at 2850 Humboldt Rd.

Aardvark Wine Lounge
Aardvark Wine Lounge
at 304 Pine St.

Renard and Tisler Enterprises, Inc.
Stop 4-1
at 616 Lime Kiln Rd.
Eat Invest GP, LLC
Julie’s Cafe

MO-J Willis, Inc.
Legend Larry’s
at 2035 University Ave.

LVP SHS Green Bay Holding Corp.
Springhill Suites Green Bay
at 1011 Tony Canadeo Run

Class “B” Beverage & “Class C” Wine

El Dorado LLC
El Dorado Restaurante
at 923 W. Mason St.

Class “A” Beverage & “Class A” Liquor

Traveling Chef, LLC
Three Three Five/The Traveling Chef
at 335 N. Broadway



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

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # O.12.

Informational: To approve an appeal by Roberto Rebolledo regarding the denial of his operator's license (The Protection & Policy Committee took final action at the June 10 meeting).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. sharpscans@greenbaywi.gov_20190603_125956
2. sharpscans@greenbaywi.gov_20190605_145915



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

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # O.13.

Informational: To approve an appeal by Elizabeth Perrine regarding the denial of her operator's license. (The Protection & Policy Committee took final action at the June 10 meeting).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. sharpscans@greenbaywi.gov_20190603_161117
2. sharpscans@greenbaywi.gov_20190606_162830
3. sharpscans@greenbaywi.gov_20190606_162837



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

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # O.14.

To hold until the July 8 Protection & Policy Meeting a request by Ald. Wery which states: "To request a report a police call volume on Western Ave. from Oneida to Taylor. What addresses are habitual problems, have nuisance plans and bills for service been issued? Develop a plan moving forward to reduce the number of police calls to this area."

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. weryrequest-western
2. Colburn Park Report
3. Western Data



PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY

Date of Council Meeting: 4-15-19

Request of Alderperson WERY

Refer to: Protection 2 Policy

Please state clearly the action requested. Requests should be turned in at the City Clerk's Office by 10:00 AM on the Thursday before a Council meeting. For late communications, present this form to the City Clerk after the request is read.

Request by UBER drivers to discuss
changing ^{customer} pickup/parking Policy on Washington St.



PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY

Date of Council Meeting: 4-15-19

Request of Alderperson WERY

Refer to: Protection & Policy

Please state clearly the action requested. Requests should be turned in at the City Clerk's Office by 10:00 AM on the Thursday before a Council meeting. For late communications, present this form to the City Clerk after the request is read.

Review/Action on changes to
the Ethics code policy & ordinance
as recommended by outside counsel.



PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY

Date of Council Meeting: 4-15-19

Request of Alderperson WEERY

Refer to: Protection a Policy

Please state clearly the action requested. Requests should be turned in at the City Clerk's Office by 10:00 AM on the Thursday before a Council meeting. For late communications, present this form to the City Clerk after the request is read.

Request a report of police call volume
on Western Ave from Oneida to Taylor.

What addresses are habitual problems, have
nuisance plans and bills for service been issued?

Develop a plan moving forward to reduce
the number of police calls to this area.

Study of the Colburn Park Area:

Police Calls and Offenses



Prepared by:

Michelle Belongie, Crime Analyst
Green Bay Police Department

6/10/19

Terminology

Call for service (CFS): Any time a police unit is conducting activity of any sort, either by responding to a citizen's request or self-initiated, a "call for service" record is documented in the Brown County Public Safety Communications "computer aided dispatch" (CAD) system.

Offense: Any criminal (assault, fraud, theft, etc) or non-criminal (accident, civil matter, lost property, etc) code used to categorize the nature of or violations occurred on a case.

Geographic area covered

North - Western Av **East** - S Oneida St
South - Ninth St **West** - S Military Av

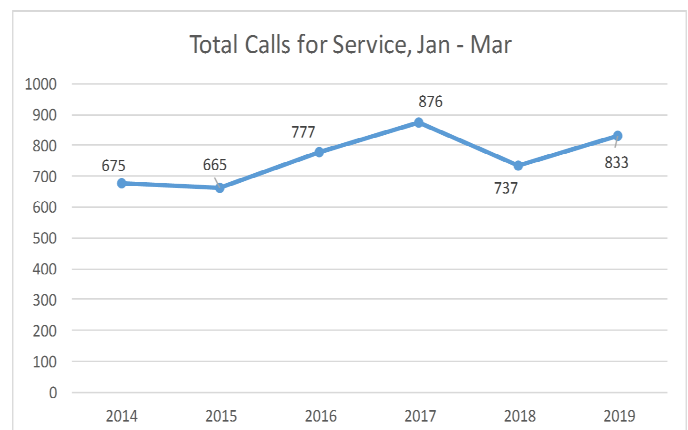
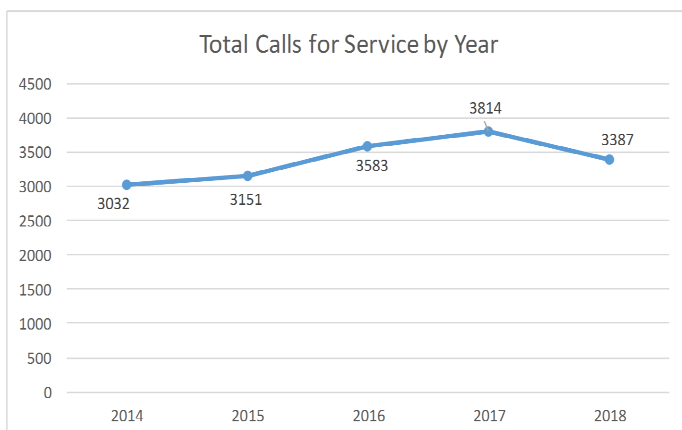


Police Calls for Service by Complete Years

IncType	2014	2015	2016	2017	2018
DISTURBANCES	283	276	349	402	349
TRAFFIC STOP	420	398	455	345	318
WELFARE CHECK	195	260	311	341	294
SUSPICIOUS PER/VEH/SIT	272	297	332	375	285
ACCIDENT	231	225	218	248	192
ANIMAL CALLS	167	157	163	168	150
911 HANGUP/ASSIST	265	275	236	200	142
MEDICAL/EMS	65	81	115	110	131
CRIME PREVENTION	102	77	105	246	128
MISCELLANEOUS	80	95	113	119	117
PARKING	48	63	56	55	99
RECKLESS DRIVING	75	71	68	97	90
THEFT	85	88	98	128	90
ALARM	67	65	72	79	85
ASSIST MOTORIST	62	53	56	54	75
HARASSMENT	55	71	70	80	71
DRUGS	22	28	43	55	61
TRUANCY	30	14	63	20	58
HAZARD	56	52	42	58	53
ASSIST	64	57	74	67	52
FRAUD	19	40	25	36	51
NOISE COMPLAINT	32	42	46	52	51
VIO OF COURT ORDER	7	12	24	31	46
WARRANT	41	42	43	46	38
DAMAGE TO PROPERTY	20	31	36	31	34
ORDINANCE	28	19	33	46	33

IncType	2014	2015	2016	2017	2018
FIRE RELATED	24	26	27	46	31
LOST/FOUND	23	32	35	48	27
JUVENILE	21	31	46	38	25
ABANDONED VEHICLE	11	16	21	13	24
AUTO THEFT	7	4	12	7	23
RUNAWAY	41	13	19	19	21
BURGLARY	17	38	21	17	19
SEX OFFENSES	14	7	20	12	17
TRESPASS	15	8	15	12	16
FIREWORKS COMPLAINT	3	5	20	7	14
RETAIL THEFT	6	16	14	31	14
WEAPON	8	8	15	7	14
CIVIL MATTER	17	8	18	11	13
EMERGENCY COMMITAL	5	12	12	12	8
COURT CALL	5	5	3	2	7
MISSING PERSON	8	14	15	13	5
CARBON MONOXIDE	1	1	4	5	4
ALCOHOL	4	3	2	2	3
BATTERY	1	3	3	5	3
TRANSPORT	3	8	5	8	3
ROBBERY	1		2	4	2
DEATH	4	4	4	4	1
BUILDING SECURITY	2		2	2	
FIRE ALARM			2		
TOTAL	3032	3151	3583	3814	3387

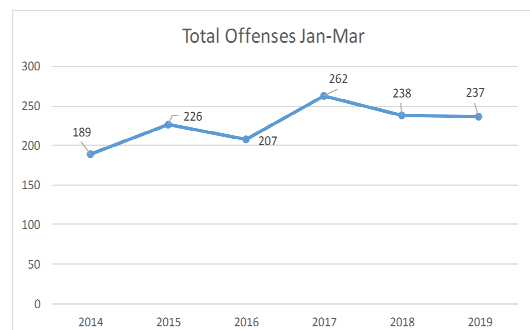
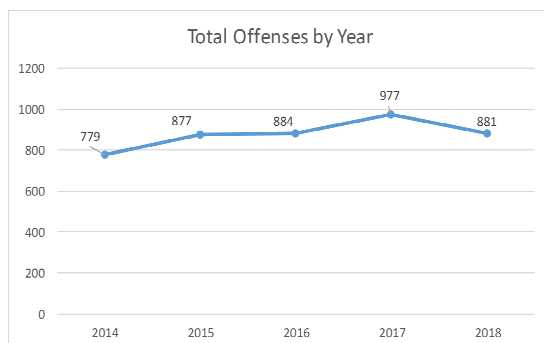
* Sorted by count for 2018, top 10 incident types highlighted. Some incident types with high volume in 2017 highlighted.



Offenses by Complete Years

Offense Code	2014	2015	2016	2017	2018
ACCIDENT	166	170	152	175	128
ALCOHOL HOLD	2	7	1	1	2
ANIMAL RELATED	8	7	5	7	12
ANNOYING PHONE CALLS	1				
ARSON	1	1		1	
ASSAULT WITH AN OBJECT			2		
ASSIST OTHER JURISDICTION	2	3	3	5	4
AUTO THEFT	3	4	5	2	8
BAIL JUMPING	8	8	3	15	10
BATTERY - AGGRAVATED	13	8	9	8	13
BATTERY - SIMPLE	31	36	40	38	24
BOMB THREATS					1
BURGLARY	16	27	16	10	17
CARRY CONCEALED WEAPON	2	1	2		2
CHECK ON WELFARE	1	5	6	3	8
CHILD ABUSE/NEGLECT	1	1	5	3	7
CHILD CUSTODY DISPUTE			1	1	
CHILD ENTICEMENT		1			
CIVIL MATTER			1		3
COMPUTER / WIRE FRAUD		2	1	1	3
COUNTERFEIT			1	3	5
CRIMINAL DAMAGE	22	40	31	28	33
CURFEW VIOLATION	4	4	1	4	4
DEATH	7	7	7	7	4
DISORDERLY CONDUCT	51	50	39	49	56
DISTURB - LOUD MUSIC	1	1	1	2	2
DRUG ARREST	42	65	53	62	76
DRUG INFORMATION ONLY	4	3	9	6	10
EMERGENCY DETENTION	11	16	14	27	26
EXPOSURE -LEWD & LASC	2	2	2		1
FALSE IMPRISONMENT				3	1
FIRE INVESTIGATION					
FORCIBLE FONDLING	2	1	1		2
FORCIBLE RAPE	1			2	3
FORCIBLE SODOMY	1		2	1	1
FOUND PROPERTY	1	4	3	7	3
FRAUD/FORG/FINANCIAL	19	32	20	31	29
GRAFFITI	1	5	4		5
HARASSMENT	3	4	6	7	3
HIT AND RUN - CRASH	21	29	22	34	28

Offense Code	2014	2015	2016	2017	2018
IDENTITY THEFT	4	4	7	4	3
IMPERSONATION					1
INFORMATION ONLY	20	23	24	24	23
INTIMIDATION / THREATS	3	3	5	4	2
LIQUOR LAW VIOLATIONS	11	4	9	3	4
LOITERING	3	2	2	5	7
LOST PROPERTY			1		
MEDICAL ASSIST	1	1	1		1
MISSING PERSON		2	1		1
MISUSE OF 911	2	5		2	1
MURDER	1				
NUISANCE	4	1	10	5	4
OBSTRUCTING	10	12	20	20	10
ORDINANCE VIO - OTHER	4	9	5	10	9
OWI	21	23	24	31	18
PARTY WITH A WEAPON	3	1	1		2
PICK UP RUNAWAY				1	
PORNOGRAPHY			2	1	1
POSS OF DANG WEAPON		2	2		3
POSS OF STOLEN PROP	1			4	3
PRESCRIPTION FRAUD	1	4		1	
PROSTITUTION	1			2	
PROWLING	3		2	2	
RECOVERED STOLEN VEH			1	2	
RESISTING AN OFFICER	8	6	5	17	5
ROBBERY	1	1	1	8	4
RUNAWAY JUVENILE	26	4	16	13	9
SEXUAL - INFO ONLY	2	2	4	3	7
STALKING	2				1
STATUTORY RAPE	3		1	1	1
SUICIDE-RELATED	4	10	9	10	1
SUSPICIOUS	16	3	9	11	18
THEFT	63	70	73	92	50
TRAFFIC STOP	6	6	18	12	21
TRESPASSING	5	8	5	15	9
TRUANCY	18	8	35	11	28
UNWANTED PARTY	1	1	2	3	
VIO OF RESTRAIN ORDER		1	4	2	5
WARRANT	83	117	117	115	95
TOTAL	779	877	884	977	881



High Volume Parcels by Calls for Service and Offenses for 2018

Rank	AddName	CFS
1	Franklin Middle School	182
2	Green Bay Plaza (multiple addresses)	160
3	Mason Manor	131
4	Colburn Park	127
5	Charles & Marilyn Perry (1421-1435 Western Av)	122
6	Neighborhood Housing Services (1438-1458 Admiral Ct)	121
7	Charles & Marilyn Perry (1503-1545 Capitol Dr)	112
8	Charles & Marilyn Perry (501-505 S Fisk St)	98
9	Greenfeather Eleven LLC (1341-1347 Western Av)	79
10	Richard & Teresa Schroeder (1196-1204 Lore Ln)	66

Rank	AddName	Offenses
1	Neighborhood Housing Services (1438-1458 Admiral Ct)	47
2	Charles & Marilyn Perry (1421-1435 Western Av)	28
3	Charles & Marilyn Perry (501-505 S Fisk St)	26
4	Colburn Park	21
5	Mason Manor	20
6	Green Bay Plaza (multiple addresses)	17
7	Greenfeather Eleven LLC (1341-1347 Western Av)	16
8	Notre Dame Academy	16
9	CVS	16
10	Charles & Marilyn Perry (1503-1545 Capitol Dr)	16

Chronic Nuisance Addresses

Address	Owner	Date	Case#	Notes
1271 Hickory Hill Dr	SP Bro Properties	6/22/18	18-206502	Issues appear resolved. Will likely be closed.
1200 Lore Ln	Richard & Teresa Schroeder	2/14/19	19-200876	

Summary of Police Calls for Service

Western Av: Oneida - Taylor St

Jan 1, 2018 - June 5, 2019

Prepared by:

Michelle Belongie, Crime Analyst

Green Bay Police Department

6/10/19

Police Calls for Service
Jan 1, 2018 - June 5, 2019

IncType	Count
DISTURBANCES	259
TRAFFIC STOP	226
WELFARE CHECK	222
SUSP SIT/VEH/PER	145
911 ASSIST/HANGUP	119
ACCIDENT	87
MEDICAL/EMS	69
ANIMAL CALLS	67
MISC	66
NOISE COMPLAINT	60
THEFT	60
DRUGS	51
CRIME PREVENTION	47
HARASSMENT	44
WARRANT	43
FIRE ALARM	40
PARKING	40
ASSIST	38
ASSIST MOTORIST	38
RECKLESS DRIVING COM	34
FRAUD	27
ALARM	25
HAZARD	22
DAMAGE TO PROPERTY	20
RUNAWAY	20
AUTO THEFT	19
BURGLARY	16
FIRE CALL	14
LOST/FOUND	14
VIOLATION OF COURT O	14
ABANDONED VEHICLE	13
TRESPASS	13
CIVIL/OTHER	13
ORDINANCE	12
SEX OFFENSES	12
MISSING PERSON	11
WEAPON	11
JUVENILE	9
TRUANCY	8
EMERGENCY COMMITAL	4
DEATH	3
FIREWORKS COMPLAINT	3
ROBBERY	3
TOTAL	2061

High Volume Parcels by Calls for Service (1/1/18 - 6/5/19)

Rank	AddName	Count
1	Charles & Marilyn Perry (1421-1435 Western Av)	154
2	Greenfeather Eleven LLC (1341-1347 Western Av)	139
3	Charles & Marilyn Perry (1736-1740 Western Av)	104
4	Kelly Bigelow (1653, 1663 Western Av)	80
5	Aldi's	77
6	Charles & Marilyn Perry (1670 Western Av)	70
7	Kelly Bigelow (1698, 1704, 1706 Western Av)	66
8	Charles & Marilyn Perry (1720 Western Av)	56
9	Charles & Marilyn Perry (1680 Western Av)	53
10	Gerald & Gloria Bigelow (1496-1502 Westnarn Av)	30

Chronic Nuisance Address

Address	Owner	Date	Case#
1732 Wedgewood/1733 Western	Legros Properties	2/14/19	19-205704



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

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # O.15.

To hold until the July 8 Protection & Policy meeting a request by Ald. Galvin to have a procedure for alders to be notified when petitions and communications are going to be addressed at the committee level for staff to get information how much each late communication costs.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. sharpscans@greenbaywi.gov_20190522_095038



PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY

Date of Council Meeting: 5-21-19

Request of Alderperson Galvin

Refer to: Protection & Policy

Please state clearly the action requested. Requests should be turned in at the City Clerk's Office by 10:00 AM on the Thursday before a Council meeting. For late communications, present this form to the City Clerk after the request is read.

Procedure for alders to be notified when
Petitions and communications are
going to be addressed at the committee
level.



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

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # O.16.

To receive and place on file the Liquor Violation Report from the Police Department for June 10, 2019.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Report June 10 2019
2. 19LiqVio

Proposed Findings of Fact and Conclusions of Law

This matter came before the Protection and Policy Committee on May 22, 2019. The purpose of the evidentiary hearing was to consider whether to recommend to the Common Council to deny the renewal application for a “Class B” Combination license for “El Presidente” at 219 N. Washington St., Green Bay, Wisconsin.

Findings of Fact

1. “El Presidente” is a bar and restaurant located at 219 N. Washington St., Green Bay, owned and operated by El Presidente Green Bay, LLC, a Wisconsin Limited Liability Company (hereinafter “Licensed Premises”).
2. The president of El Presidente Green Bay, LLC is Marco M. La Porta.
3. The City of Green Bay has previously issued various licenses and permits to El Presidente Green Bay, LLC, including, but not limited to a “Class B” Combination License, being a Class “B” Fermented Malt Beverage License and a “Class B” Intoxicating Liquor License for the period of July 1, 2018 through June 30, 2019.
4. On March 5, 2019, El Presidente Green Bay, LLC submitted to the City a 2019-2020 license year renewal application for a Class “B” Beer license and a “Class B” Liquor License (hereinafter “License”) for the premises at 219 N. Washington St.
5. On April 29, 2019, the City of Green Bay Protection and Policy Committee considered this matter and recommended non-renewal of the License for El Presidente Green Bay, LLC to the premises at 219 N. Washington St. to the City of Green Bay Common Council.
6. On May 7, 2019, the City of Green Bay Common Council accepted the recommendation of the Protection and Policy Committee recommending non-renewal of the License for El Presidente Green Bay, LLC.
7. On May 9, 2019, a notice of intent to non-renew was sent to El Presidente Green Bay, LLC by the City of Green Bay notifying it of the decision of the Council and the period to request an evidentiary hearing.
8. On May 15, 2019, El Presidente Green Bay, LLC filed a written request for an evidentiary hearing regarding the recommendation to non-renew.
9. On May 17, 2019, a Notice of Hearing to appear before the City of Green Bay Protection and Policy Committee for the evidentiary hearing was duly and properly served on El Presidente Green Bay, LLC.

10. On May 22, 2019, the Protection and Policy Committee held an evidentiary hearing regarding the management and operation of the Licensed Premises.
11. All witnesses were duly and properly sworn and that all testimony presented during the proceedings before the Protection and Policy Committee on May 22, 2019 was under oath.
12. The exhibits entered into the record show that over the past year, there have been 53 calls for service from Green Bay Police at “El Presidente”, 30 of which directly involved El Presidente employees or patrons.
13. The testimony indicated that Mr. La Porta was an investor in El Presidente Green Bay, LLC in 2017 before taking over the business in March 2018.
14. Mr. La Porta testified that when he took over the business in March 2018, Dublin Entertainment was then serving as the management company for providing security and bar management services for the bar at the Licensed Premises and continued to provide those services until their contract with El Presidente Green Bay, LLC expired in October 2018.
15. The evidence showed that during the previous year several citations have been issued to Mr. La Porta and El Presidente Green Bay, LLC for violations of Wis. Stat. § 125.12 (2), including maintaining a disorderly house.
16. The evidence showed that during the previous year several citations have been issued to Mr. La Porta and El Presidente Green Bay, LLC for violations of Green Bay ordinance sec. 33.07 (3) and Wis. Stat. § 125.07, including sale of alcoholic beverages to minors.
17. The evidence showed that many of the calls for service at “El Presidente” occurred while the Licensed Premises were under the management of Dublin Entertainment.
18. The evidence showed that Dublin Entertainment has since ceased providing security and management services and change have been implemented at the Licensed Premises, resulting in a decrease in the amount of police service calls since that time.
19. The evidence showed that although the police service calls have decreased, as recently as April 2019 the Green Bay Police Department was called to respond to the Licensed Premises for a large crowd and fight that spilled into the street.

Conclusions of Law

1. The City of Green Bay Protection and Policy Committee has proper jurisdiction to conduct these proceedings.

2. A municipal body may refuse to renew a license for causes provided in Wis. Stat. § 125.12 (2), including maintaining a disorderly house.
3. Although there have been fewer violations of Wis. Stat. § 125.12 (2) since Dubline Entertainment ceased providing security and management services, there are still significant incidences occurring even as recently as within one month of the hearing.
5. Based on the evidence presented, the Committee has concluded that El Presidente Green Bay, LLC keeps or maintains a disorderly or riotous, indecent or improper house as defined in Wis. Stat. § 125.12 (2)(ag)(2).
4. Although the Protection and Policy Committee recognizes that the concerns are generated almost exclusively by the bar, not the restaurant, the City is unable to issue a license exclusively for restaurant purposes.
3. The Protection and Policy Committee therefore recommends non-renewal of the Class “B” Beer license and a “Class B” Liquor License for the Licensed Premises.
4. This matter is referred to the Common Council for final action.

The License Holder may file an objection to these proposed Findings of Fact and Conclusions of Law by 10:00 a.m. on June 14, 2019 and shall have an opportunity to present oral arguments supporting its objections to the Common Council at the meeting on June 18, 2019.

**Objection of El Presidente Green Bay LLC to Protection and Policy Committee's
Proposed Findings of Fact and Conclusions of Law**

Without conceding the accuracy of any of the other factual findings and conclusions of the Protection and Policy Committee (the "Committee"), El Presidente Green Bay, LLC ("El Presidente") specifically objects to Conclusion of Law No. 4, which reads as follows:

Although the Protection and Policy Committee recognizes that the concerns are generated almost exclusively by the bar, not the restaurant, the City is unable to issue a license exclusively for restaurant purposes.

El Presidente operates a restaurant on its first floor, open seven days per week, and a bar on its second floor, now open only one day per week. All witnesses who were asked testified that all calls for service were related to the bar, not the restaurant. All witnesses who were asked testified that the restaurant presents no safety concerns for the community or adverse issues for law enforcement. In his remarks announcing the decision of the Committee following the evidentiary hearing, the Committee chair likewise recognized these facts. In those remarks, the Committee chair indicated if the Committee could renew the license as to the restaurant portion of El Presidente's business only, it would do so. Mr. La Porta, the sole member of El Presidente, expressed a willingness, during the evidentiary hearing, to close the bar portion of El Presidente and operate the restaurant portion only. Mr. Maes represented that the Committee could not limit the licenses in such a manner and, based on Mr. Maes' statement, the Committee declined to recommend modification of El Presidente's licenses.

Conclusion of Law No. 4 is an inaccurate statement of law. Wisconsin law does permit a municipality to specifically describe the premises upon which a license permits alcohol to be served. In fact, a liquor license can describe a restricted area in which alcoholic beverages are permitted to be sold. This is discussed by the Wisconsin Supreme Court in *Wis. Dolls, LLC v. Town of Dell Prairie*, 2012 WI 76, 342 Wis.2d 350, 815 N.W.2d 690. The law requires that liquor licenses “particularly describe the premises for which issued.” *Id.* @ ¶29. Wis. Stat. Sec. 125.02(14m) defines premises as “the area described in the license or permit.” The Supreme Court noted “the only limitation on premises in this definition is the “area” limitation that appears on the license or permit.” *Id.* @ ¶31. The Supreme Court goes on to indicate that the form completed to apply for a liquor license indicates “Describe building or buildings where alcohol beverages are to be sold or stored . . . Alcohol beverages may only be sold or stored on the premises described.” *Id.* @ ¶33. The answers on the application form can then be used to “particularly describe the premises for which [the license is] issued.” *Id.* @ ¶34.

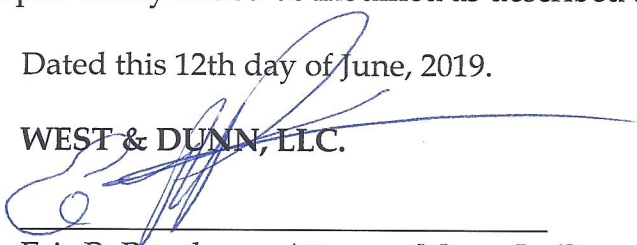
The Supreme Court then goes on to discuss whether a municipality, upon renewal of a previously issued license, can unilaterally modify the premises description associated with the license. The Court answers this question in the negative. In doing so, however, the Supreme Court indicates “If a town were able to establish violations by a licensee under Wis. Stat. § 125.12(2)(ag), the town might accommodate the licensee by allowing the licensee to apply for a transfer of the license to a new (reduced) premises description under Wis. Stat. § 125.04(12)(a), rather than face the penalty of non-renewal.” *Id.* @ ¶50. The Court went on to explain “It is not unrealistic

that a town might negotiate with a licensee to address public concerns about the premises description and obtain consent to a modification. As the court of appeals recognized in *Alberti*, a change in the premises description in an alcohol beverages license "is analogous to a request for a transfer from one premises to another." *Alberti*, 109 Wis. 2d at 595." *Id.* @ ¶51.

As indicated by the Wisconsin Supreme Court in *Wis. Dolls, LLC*, and contrary to the beliefs of the City Attorney and legal conclusions of the Committee, the law places no limitations on the description of the "premises" for which a liquor license is issued. Additionally, the law also allows, as an alternative to non-renewal, for a license to be modified to a reduced permissible premises for service of alcohol, if the license holder agrees to the modification. Therefore, the City of Green Bay can modify El Presidente's licenses to permit alcoholic beverage sales in the restaurant portion of the business only. As Mr. La Porta testified to at the Committee's evidentiary hearing, El Presidente is willing to agree to such a modification.

Based on the above, El Presidente respectfully requests that, rather than declining renewal, the liquor licenses previously issued be modified as described above.

Dated this 12th day of June, 2019.


WEST & DUNN, LLC.

Eric R. Pangburn--Attorney Marco La Porta
State Bar No. 1040427
1308 Washington Street, Ste 205, PO Box 255
Two Rivers, WI 54241
(920) 249-5533

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

June 18, 2019

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

Abts, Tiffany N	Fox, Stacy L	Kuss, Alexandra J
Andrew-Tryon, Jennifer E	Freeman, Matthew P	La Fave, Mike D
Armagost, Jody A	Freeman, Patricia A	Lacenski, Ashley S
Baenen, Brandy L	Fronczak, Annie V	LaCroix, Michael S
Bechan Kumar, Mandal	Gerczak, John A	Lampshire, Michael B
Biegert, Shasta M	Gerlikowski, Scott R	Leonhardt, Nathan T
Bitters, Abigail L	Gille, Robert J	Lewins, Patrick L
Blaney, Timothy J	Gonzalez, Jennifer R	List, Kevin C.M.
Bourassa, Daniel J	Gorectke, Mallissa M	List, Lisa A
Boyle, Leslie M	Groeschel, Richard P	Loch, Kathy M
Brosz, Susan M	Gross, James B	Martin, Eric A
Brown Jr., Robert A	Hart, Jasmone S	Martin, Jessica D
Bruss, Maxwell J	Hecker, Steven P	Matzke, Kevin J
Buhr, Brenda L	Herman, Michael J	Mayo, Patrick C
Butler, Nathan A	Hilgendorf, Emma G	McFarlane, Dawn M
Callsen, Michael D	Hill, Courtney L	McGuire, Lindsey Jo
Chaney, Argentina J	Hill, Patricia A	Miller, Nicole M
Childers, Jacob S	Hill, Tavonna J	Morack, Randi J
Chojnacki, Michael F	Hipke, Emmalynne R	Nicklas, Lauri A
Cole, Alexis M	Houge, Timothy L	Noll, McKenzie J
Comins, Dakotah J	Huguet, Pamela A	Norem, Ashley R
Crier, Lori L	Johnson, Brian H	Olejniczak, Josh S
Curtis, Michael J	Jonet, Alyssa R	Olp, Tony M
De Clerc, Matthew S	Katch, Cayla M	Parma, Cynthia M
Delfosse, Jordan M	Kaufman, Hayley R	Peters, Kacci E
Diamond, Jason J	Kluth, Mary K	Phelps, Susan M
Diring, Gregory L	Knipp, Cassandra A	Piefer, Linda L
Duquaine, Robert J	Kocken, Chelsea A	Porter, Barbara J
Edminster, Kristi M	Kramer, Marcus L	Prakash, Devkota
Ellis, Heidi L	Kubichek, Joshua S	Process, Sara B
Fitzpatrick, Christy L.	Kuske, James F	Rady, David C

Rupiper Sr, Brian K
Sanford, Malakah
Sargent, Noah B
Schafer, Teal N
Schmeichel, Arthur J
Schwalbe, Jon A
Smet, Lynda J
Steines, Cheryl A
Strege, Stefanie S
Strope-Robinson, Sierra M
Svoboda, Steven B
Tejeda, Kimberly U
Terrien, Beverly A
Thiry, Pamela J
Torres, Wanda A
Valadez, Elizabeth
Valentyn, Daniel J
Valentyn, Lee T
Valentyn, Michael L
Van Laanen, Ryan J
Vande Voort, Brooke C
Vanden Eng, Kim I
Vandermuss, Brittany L
VanPay, Adam J
Vincent, Cathy A
Waarala, Kenneth P
Webster, Candy L
Weso, Ruth A
Wildgrube, Jon T
Williams, Jennifer L
Woesner, Mitchell M



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # R.I.

To award a contract to BEST Enterprises, LLC for \$26,379 for the demolition of a structure at 1286 E Mason St.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Purchasing Report



CITY OF GREEN BAY - PURCHASING DIVISION

TO: Finance Committee
 FR: Rick Jensen, Purchasing Manager
 DT: June 11, 2019
 RE: Purchasing Report
 Cc: Diana Ellenbecker, Pam Manley, Cheryl Renier-Wigg

Report of the Purchasing Manager:

1. Request approval to award a contract to BEST Enterprises, LLC for \$26,379 for the demolition of a structure at 1286 E Mason St.

The following items were openly and competitively offered:

Finance Committee - Report of the Purchasing Manager				
DESCRIPTION	FUNDING SOURCE	AWARDED VENDOR	RESPONSES	\$ AMOUNT
Demo of 1286 E. Mason St.	101 12242 Inspection	BEST Enterprises, LLC.	3	\$26,379

CITY OF GREEN BAY QUOTATION SUMMARY				
RFQ # 3153 - Demolition Project				
DEPT: Inspection	REQ:	VENDOR #1	VENDOR #2	VENDOR #3
Planholders: 13	CC #91240	BEST Enterprises, LLC	Badgerland Demolition & Earthwork, Inc.	Express Excavating, Inc.
ISSUED: 5/13/19	DUE:6/5/19	DePere, WI	DePere, WI	New Franken, WI
	DESCRIPTION	PRICE	PRICE	PRICE
PROJECT 1	1286 E MASON ST	\$ 26,379	\$ 35,585	\$ 89,900
	LEAD TIME:	10 days after the "order to proceed" has been issued.	10 days after the "order to proceed" has been issued.	Two (2) weeks
	PAYMENT TERMS:	1% 10 Days	Net 30	Net 30
SOQ or DPW Bidder's Proof Expiration Date: Must be on current and on file 5 days prior to quote due date		6/27/2019	9/20/2019	11/28/2019
Recommendation: Award to the lowest responsive, responsible vendor BEST Enterprises, LLC in the amount of \$26,379.				



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # R.2.

To receive and place on file the report from IT regarding the study and fixes for the ongoing issues with the Civic Clerk Program as requested by Ald. Galvin.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Ald. Galvin Communication
2. Memo - Communication CivicClerk Issues



PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY

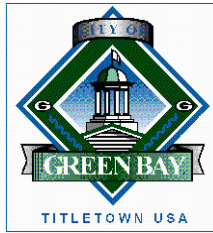
Date of Council Meeting: May 21, 2019

Request of Alderperson Galvin

Refer to: ~~Improvement & Services~~ Finance

Please state clearly the action requested. Requests should be turned in at the City Clerk's Office by 10:00 AM on the Thursday before a Council meeting. For late communications, present this form to the City Clerk after the request is read.

IT study the ongoing issues with the Civic Clerk program and Report on fixes for it.



CITY OF GREEN BAY MEMO

TO: Members of the Finance Committee

FROM: Mike Hronek

SUBJECT: Communication on CivicClerk ongoing issues

DATE: 6-6-2019

Finance Committee members:

Per Alder Galvin's communication of ongoing issues in CivicClerk see below response. Before each council meeting we undergo some hardware and bandwidth testing those results are captured further below.

Alder Galvin,

Below is CivicClerk's official response to the inability to download PDF's for an hour during the last meeting. In response to the ongoing issues, I will take them one by one.

Mike there was the obvious glitch at the last council meeting. It was extremely frustrating. See CivicClerk's helpdesk response below, I do believe what happened was a single situation that should have been avoidable by CivicClerk. I will pursue with them to do a better job of system resource management with system monitoring software. Alerts should have been notified to them before there system crashed. Internally Celestine has suggested a backup system for digital PDF documents that can be downloaded to laptops/tablets, I believe we can accommodate this request.

Usually with two to three of the same alders, so that may be their issue. I believe most alders are performing well in the system, you may be referring to early on in the use. A suggestion would be for alders to join the meeting as soon as they are in the room to avoid last minute mistakes with joining the meeting. It is important for all alders to log out of CivicClerk, close the browser to prepare for the next meeting. Early on meeting managers did not properly close the meeting, this meant a board member could not join the current meeting. You cannot physically be in two meetings at a time. I think this has generally been resolved through training.

Both mayors have had difficulty operating the system from their chair. We have adjusted how the mayor sees how current speakers are viewable. The monitor in front of the mayor is controlled by the City Attorney or Clerk. This lets the mayor run the meeting from the touchpanel to point to current speakers and turn on vote results. I think we will see improvement in meeting flow as we move along with the new mayor.

Votes have to be done physically with a voice or raising the hands when we can vote electronically. This was an early on issue with some alder's that I think has mostly disappeared. Some alder laptop's I have cleaned up the browser history and will occasionally do this when I get a chance at a meeting. They were linking the browser to their personal gmail account which meant some memory intensive processes may have been taking over the browser. I will continue to monitor this situation.

At the committee level, when a alder is filling in for another alder, the visiting alder can not vote electronically. Only the correct persons are selected to each board this prevents a visiting alder from voting electronically. That is how the system should work. CivicClerk Administrators can change board members very easily we (Shelby Hearley, Celestine, Kris Teske or myself) just need to be notified in advance that an alder will be replaced by another alder. A meeting manager can capture all votes by the replacement alder then the day after we change the votes/motions in the system to reflect the replacement alder's votes.

Again some of these issues may be due to the user, but many seem to be the system not working perfectly. It is a combination of users, city staff and CivicClerk.

I am suggesting all alder's/board/committee members join the meeting as soon as they arrive so we can troubleshoot any issues. This also reduces the stress on the meeting manager. If an alder will be replacing an alder let us know to switch the committee members in the system. Turn off/on the laptops/tablets to reset the operating system and all allow windows updates to load before a meeting, some updates can take a substantial time to upload.

Not trying to make any excuses with above explanations. Always willing to talk over any issues, I can be reached at 920-448-3427.

Jason M. Smith (CivicClerk Help Center)

May 30, 1:58 PM CDT

Good afternoon!

Seems like the server team finally found the cause of the system issues from last week. A particular application that helps run jobs on our server had stopped responding, and was basically accumulating system resources until it finally just outright crashed. Part of this application's responsibility is fetching files for users, which would explain why suddenly no one could load documents.

This seems like a bit of a fluke as it's not something that's happened before that we know of, but they'll be keeping an eye on the application to see if it repeats this behavior.

In the event of an after-hours outage in the future, I would first check the status page (www.status.civicplus.help) to see if any notifications were posted, and if not, you can call the emergency after-hours line (888-228-2233, option 2 for Support, option 1 for CivicEngage) and report the outage. Normally the after-hours line incurs a charge for emergency support, but for the purpose of reporting an outage you wouldn't be charged.

Thank you for your patience with us while we investigated this issue!

.....

Jason M. Smith
CivicClerk Support
civicplus.com

THE Integrated Technology Platform

Please visit www.civicplus.help for learning tutorials and community forums.

.....

Mike Hronek

May 29, 8:00 AM CDT

Jason,

Thank you for following up. Any update will be helpful.

Thanks

Mike H.

Mike Hronek – IT Administrator – City of Green Bay – 100 N Jefferson St – RM 416 – Green Bay, WI 54301

greenbaywi.gov (<http://www.ci.green-bay.wi.us/>) greenbaywi.gov/parcels
(<http://gis.ci.green-bay.wi.us/parcels/>)

ph-920-448-3033

.....

Jason M. Smith (CivicClerk Help Center)

May 28, 9:27 AM CDT

Good morning Mike

Just wanted to follow-up on this – the server team is still investigating what caused the brief outage late last week. We're supposed to get a report on that today, so I'll let you know what I find out!

Jason M. Smith
CivicClerk Support
civicplus.com

THE Integrated Technology Platform

Please visit www.civicplus.help for learning tutorials and community forums.

CivicPlus offices will be closed this coming Monday, May 27th, 2019 in observance of Memorial Day.

Jason M. Smith (CivicClerk Help Center)

May 22, 9:14 AM CDT

Request [#57800](#) "Missed Chat with Mike Hronek" was closed and merged into this request.
Last comment in request [#57800](#):

Hello Mike,

Thank you for your email. Your request has been submitted to our CivicClerk Support Specialists for further review. Someone will be in contact with you shortly.

I apologize for the inconvenience.

Thank you,

Becca Drake
CivicClerk Support
civicplus.com

THE Integrated Technology Platform

Please visit www.civicplus.help for learning tutorials and community forums.

Mike Hronek

May 22, 8:28 AM CDT

Jason,

Can you please call me again. 920-448-3427

Thanks

Jason M. Smith (CivicClerk Help Center)

May 22, 8:05 AM CDT

Good morning Mike

I tried to return your VM this morning but couldn't get through, so I just wanted to shoot you and email updating you on the issues from last night.

It looks like there was a lofty server job that was running that wound up impacting performance a lot more than expected. The performance issues started around 6:30PM CST but should have cleared up by 7 or so. I apologize for the interruption this caused in your meeting. I'll be discussing with our team to see what we can do to avoid running into this issue again.

Jason M. Smith
CivicClerk Support
civicplus.com

THE Integrated Technology Platform

Please visit www.civicplus.help for learning tutorials and community forums.

You can also view this ticket online by following this link:

www.civicclerk.civicplus.help/hc/requests/57812

Thanks

Mike H.

Mike Hronek - IT Administrator - City of Green Bay - 100 N Jefferson St - RM 416 - Green Bay, WI 54301
greenbaywi.gov greenbaywi.gov/parcels
ph-920-448-3033

From: District Four
Sent: Wednesday, May 29, 2019 8:53 AM
To: Mike Hronek
Subject: RE: Communication

Mike there was the obvious glitch at the last council meeting. But there seems to be ongoing issues at almost every council meeting. Usually with two to three of the same alders, so that may be their issue. But both mayors have had difficulty operating the system from their chair. Votes have to be done physically with a voice or raising the hands when we can vote electronically. Issues like that. At the committee level, when an alder is filling in for another alder, the visiting alder can not vote electronically. Again some of these issues may be due to the user, but many seem to be the system not working perfectly.

Bill Galvin

ALDERMAN DISTRICT FOUR

1244 Emilie St.

Green Bay, WI 54301

920-639-4640

district4@greenbaywi.gov

www.greenbaywi.gov



Think Green. Please don't print this message unless it's really necessary. Thank you.

From: Mike Hronek
Sent: Thursday, May 23, 2019 8:00 AM
To: District Four
Subject: FW: Communication

Alder Galvin,

Per the attached request can you describe some of the ongoing issues with CivicClerk. I have asked many meeting managers in City Hall if they issues with CivicClerk and they do not. If you would like to discuss this I can be directly contacted at 448-3427. I understand the frustration with last council meeting, below is the reason PDF documents were unable to be downloaded.

RE: System Performance



Jason M. Smith
Good morning Mike

Today at 08:05

I tried to return your VM this morning but couldn't get through, so I just wanted to shoot you and email updating you on the issues from last night.

It looks like there was a lofty server job that was running that wound up impacting performance a lot more than expected. The performance issues started around 6:30PM CST but should have cleared up by 7 or so. I apologize for the interruption this caused in your meeting. I'll be discussing with our team to see what we can do to avoid running into this issue again.

Jason M. Smith
CivicClerk Support
civicplus.com

THE Integrated Technology Platform

Please visit www.civicplus.help for learning tutorials and community forums.

Thanks

Mike H.

Mike Hronek - IT Administrator - City of Green Bay - 100 N Jefferson St - RM 416 - Green Bay, WI 54301
greenbaywi.gov greenbaywi.gov/parcels
ph-920-448-3033

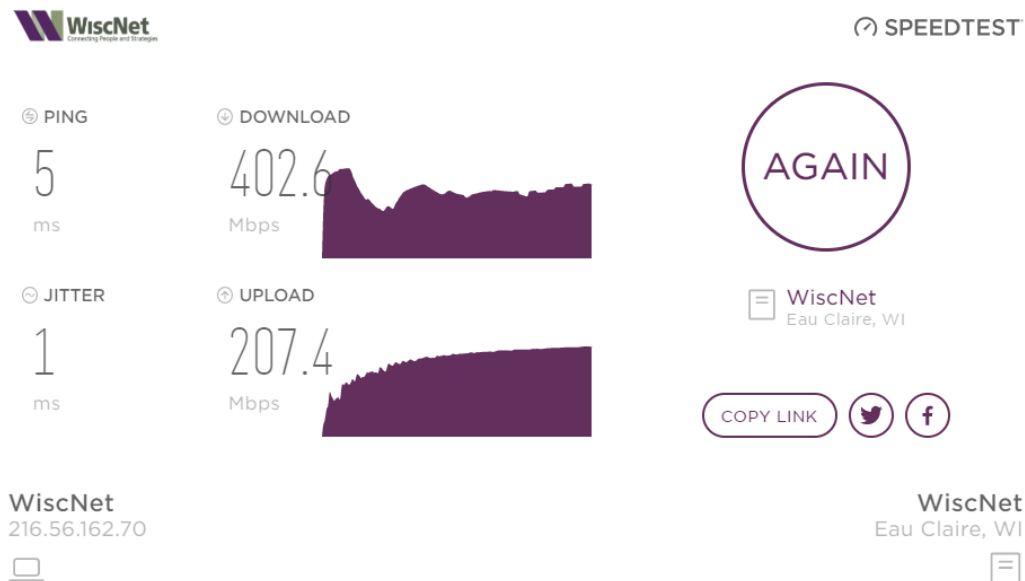
-----Original Message-----

From: Kris Teske
Sent: Wednesday, May 22, 2019 10:12 AM
To: Diana Ellenbecker; Kala Lardinois
Cc: Mike Hronek
Subject: Communication

Attached is a communication from last night.

Kris A. Teske WCMC
Green Bay City Clerk
100 N. Jefferson St., Rm 106
Green Bay, WI 54301
920-448-3014

Before each council meeting we test council hardware equipment such as monitors, touchpanel, speakers and microphones. We also test the internet speed.
At 5:50PM on Tuesday 5/21/2019 I ran an internet speedtest from my wired internet connected desktop PC with the following results.

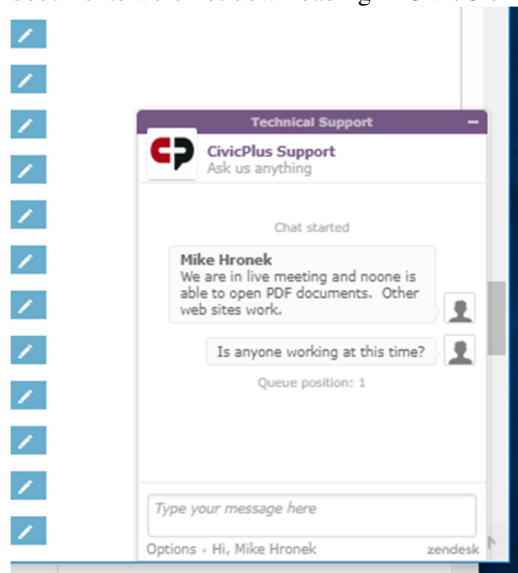


All trademarks of Ookla, LLC, including Speedtest®, are used under license.

Please note:

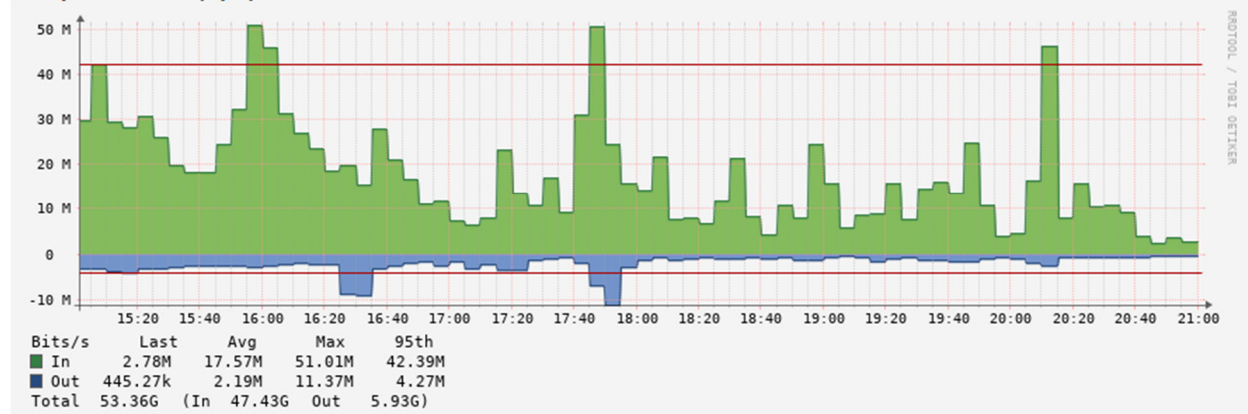
The accuracy of this speed test diminishes with larger bandwidth circuits.
The hardware performance of the client running this test has a significant impact on results.
Please see [WiscNet's bandwidth testing knowledge base](#) for more details.

These results show little latency with high download and upload speeds that are normal. Alderperson wireless laptops and tablets will see slower speeds but are still very acceptable to run CivicClerk. When we noticed documents were not downloading in CivicClerk I sent the following helpdesk request.



When in closed session I checked the internet network graph, the following results show right before the meeting at 18:00 hours there was a slight increased demand for internet bandwidth. This not significant enough to close internet traffic.

Bits per second (bps)



The following morning a Public Arts Commission meeting was held at 8:00AM with no significant delays in PDF document downloads.

At 8:05AM on Wednesday May 2nd, 2019 I received the below message from CivicClerk.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # R.3.

Refer to staff to gather additional information on the five year combined Capital Improvement Plan and 2019 Bonding for another meeting to be held on June 18th, 2019 at 3:00 PM.

BACKGROUND

City Wide (CIP) Capital Improvement Plan - The CIP is a planning tool based on long-range physical planning and financial projections for capital needs over the next 5 years. The CIP includes a description of every capital project anticipated to be initiated during the five-year period. The CIP will continue to evolve as project planning needs to respond to the strategic community direction, changes in economic conditions and funding.

The City's Capital Budget should be a significant part of future budgets. The capital projects may include land acquisition, the construction and acquisition of new buildings, additions to or renovations of existing buildings, construction or reconstruction of street and utility infrastructure, major equipment purchases, technology upgrades and related software, and fleet replacement.

Goal of the CIP:

- MAINTAIN a systematic approach to capital projects allowing the opportunity to plan the location, timing and financing of the needed public improvements.
- DEVELOP a realistic program of capital spending with the projected fiscal capability to finance such projects, avoiding sharp changes in the tax levy or bonded indebtedness.
- ENABLE the City to evaluate the needs of the entire City on a strategically oriented framework.
- CREATE awareness with the public and private investors of the scope of the City's capital improvements.
- ENHANCE opportunities for participation in federal and/or state grant and aid programs.

The capital categories:

Major Capital Projects are typically large construction projects related to major infrastructure within the City, majority of these projects will come from DPW and include major and minor road reconstruction, asphalt resurfacing, storm sewer installation and improvements, facility upgrades and/or expansions and park system improvements. Most projects are funded by 20 year general obligation debt.

Equipment Replacement Projects typically consist of major technology items, sidewalk/trail repair, mowers, communications equipment and similar items. Many of the items are funded short term (up to 10 year) debt. Some of the items should be funded through operating funds within department.

Fleet Replacement typically consists of the City's vehicles and other heavy motorized equipment. Some of the items should be funded through operating funds within department.

RECOMMENDATION

To review and reduce the borrowing request for General Levy to \$8,000,000 per year versus the proposed by item.

FISCAL IMPACT

ATTACHMENTS

- I. Finance agenda department requests 6-7-19

2019-2023 Funding Sources by Year

	2019	2020	2021	2022	2023	2019-2023 Total
Major Capital Projects						
General Levy						
20 yr GO Debt - Bond	\$ 4,910,000	\$ 6,272,800	\$ 5,786,152	\$ 6,216,786	\$ 6,573,098	\$ 29,758,836
GO Debt - Notes	\$ 780,000	\$ 933,681	\$ 640,000	\$ 140,000	\$ 140,000	\$ 2,633,681
Subtotal General Levy Capital Projects	\$ 5,690,000	\$ 7,206,481	\$ 6,426,152	\$ 6,356,786	\$ 6,713,098	\$ 32,392,517
Other Funding Sources						
20 yr GO Debt - Bond	\$ 8,304,000	\$ 8,916,320	\$ 9,577,626	\$ 10,291,836	\$ 11,063,183	\$ 48,152,965
GO Debt - Notes	\$ 5,000,000					\$ 5,000,000
Subtotal Other Funding Sources Capital Projects	\$ 13,304,000	\$ 8,916,320	\$ 9,577,626	\$ 10,291,836	\$ 11,063,183	\$ 53,152,965
Total Major Capital Projects	\$ 18,994,000	\$ 16,122,801	\$ 16,003,778	\$ 16,648,622	\$ 17,776,281	\$ 85,545,482

Equipment						
General Levy						
20 yr GO Debt - Bond	\$ 600,000	\$ 469,571		\$ 7,155	\$ 7,477	\$ 1,084,203
GO Debt - Notes	\$ 655,625	\$ 856,099	\$ 889,000	\$ 447,600	\$ 517,500	\$ 3,365,824
Subtotal General Levy Equipment	\$ 1,255,625	\$ 1,325,670	\$ 889,000	\$ 454,755	\$ 524,977	\$ 4,450,027
Total Equipment	\$ 1,255,625	\$ 1,325,670	\$ 889,000	\$ 454,755	\$ 524,977	\$ 4,450,027

Fleet						
General Levy						
20 yr GO Debt - Bond	\$ 1,166,000	\$ 983,982	\$ 2,416,526	\$ 1,889,209	\$ 1,752,056	\$ 8,207,773
GO Debt - Notes	\$ 1,202,000	\$ 1,008,093	\$ 914,775	\$ 961,000	\$ 1,030,000	\$ 5,115,868
Subtotal General Levy Fleet	\$ 2,368,000	\$ 1,992,075	\$ 3,331,301	\$ 2,850,209	\$ 2,782,056	\$ 13,323,641
Total Fleet	\$ 2,368,000	\$ 1,992,075	\$ 3,331,301	\$ 2,850,209	\$ 2,782,056	\$ 13,323,641

Issuance, underwriting, & rounding	\$ 422,393	\$ 355,526	\$ 368,921	\$ 362,262	\$ 382,875	\$ 1,891,975
20 yr GO Debt - Bond	\$ 14,980,000	\$ 16,642,673	\$ 17,780,304	\$ 18,404,986	\$ 19,395,814	\$ 87,203,777
GO Debt - Notes	\$ 7,637,625	\$ 2,797,873	\$ 2,443,775	\$ 1,548,600	\$ 1,687,500	\$ 16,115,373
Grand Total CIP	\$ 23,040,018	\$ 19,796,072	\$ 20,593,000	\$ 20,315,848	\$ 21,466,189	\$ 105,211,125

Subtotal General Levy	\$ 9,313,625	\$ 10,524,226	\$ 10,646,453	\$ 9,661,750	\$ 10,020,131	\$ 50,166,185
Subtotal Other Funding Sources	\$ 13,304,000	\$ 8,916,320	\$ 9,577,626	\$ 10,291,836	\$ 11,063,183	\$ 53,152,965
Issuance, underwriting, & rounding	\$ 422,393	\$ 355,526	\$ 368,921	\$ 362,262	\$ 382,875	\$ 1,891,975
Grand Total CIP	\$ 23,040,018	\$ 19,796,072	\$ 20,593,000	\$ 20,315,848	\$ 21,466,189	\$ 105,211,125

General Levy Impact

Proposed General levy borrowing	9,313,625	10,524,226	10,646,453	9,661,750	10,020,131	
Current mill rate \$1.48 (equalized)	\$ 1.58	\$ 1.71	\$ 1.83	\$ 1.75	\$ 1.83	
Recommended General levy borrowing	8,000,000	8,000,000	8,000,000	8,000,000	8,000,000	
Proposed mill rate (equalized)	\$ 1.55	\$ 1.64	\$ 1.74	\$ 1.66	\$ 1.69	
Savings on the general levy mill rate	\$ 0.03	\$ 0.07	\$ 0.09	\$ 0.09	\$ 0.14	

Major Capital Projects Summary by Year

Department	Project Name	2019	2020	2021	2022	2023	Total
General Levy:							
DPW	Pavement Projects	\$ 3,410,000	\$ 4,222,800	\$ 4,560,624	\$ 4,925,474	\$ 5,319,512	\$ 22,438,410
	Extra Pavement Project per CC	500,000					500,000
	ES Shop Window Replacement	15,000					15,000
	ES Shop Asbestos Tile Replacement	10,000					10,000
	WS Shop Men's Shower Renovation	15,000					15,000
	WS Shop Exterior Tuckpointing	100,000					100,000
	DPW Garage Repairs/Equip		140,000	140,000	140,000	140,000	560,000
Dept of Public Works Total		\$ 4,050,000	\$ 4,362,800	\$ 4,700,624	\$ 5,065,474	\$ 5,459,512	\$ 23,638,410
Fire	Flooring - Station 1	\$ 16,380				\$ 16,380	
	Windows - Station 1 & 5		27,301		29,813		57,114
	Roof - Station 4			34,235			34,235
	HVAC - Station 4, 6 (South)			91,293	23,850		115,143
	Flooring/Carpet - Station 3, 7, 6				19,080	18,693	37,773
	Flooring/Vinyl - Station 7				11,925		11,925
	Flooring/Unspecified - Station 8				14,906		14,906
	Garage Doors/Openers - Station 3, 6				17,888	24,924	42,812
	Kitchen - Station 5				11,925		11,925
	Lot/Apron - Station 6, 7				11,925	9,969	21,894
	Fire Total	\$ -	\$ 43,681	\$ 125,528	\$ 141,312	\$ 53,586	\$ 364,107
Parks/Rec/ Forestry	Colburn Park-Ballfield Replacement	\$ 650,000				\$ 650,000	
	Perkins Park-Construct 2 Soccer Fields		260,000				260,000
	Perkins Park-Construct Baseball Field		350,000				350,000
	Misc Athletic Field Renovations			50,000			50,000
	Annie Wolff Sports Complex					300,000	300,000
	Colburn Park-Hockey Rink Relocation	80,000					80,000
	Tennis Court Colorcoating (Various Courts)				200,000		200,000
	Wildlife Sanctuary-Aviary Replacement	100,000					100,000
	Edison Park-Pickleball Court Install	50,000					50,000
	Hockey Rink Board Replacement	25,000					25,000
	Wildlife Sanctuary-Boardwalk Deck Lumber	25,000					25,000
	Wildlife Sanctuary-Floating Boardwalk Replacement		200,000				200,000
	Baird Creek Greenway-Mountain Bike Obstacle Course					100,000	100,000
	Park Shop/HVAC System	70,000					70,000
	Kennedy Park Shelter Roof Replacement		10,000				10,000
	Perkins Park Shelter Roof Replacement		15,000				15,000
	Beaumont Park Shelter Roof Replacement		10,000				10,000
	Wildlife Sanctuary Observation Bldg Roof		25,000				25,000
	Old Park Shop Roof Replacement			100,000			100,000
	Navarino Park-New Park Shelter				500,000		500,000
	Misc Park Shelter Projects				50,000	50,000	100,000
	Farlin Park Shelter Replacement					400,000	400,000
	Colburn Park		90,000				90,000
	Gagnon Park		90,000				90,000
	Mather Heights Park			90,000			90,000
	Seymour Park - West			90,000			90,000
	Fisk Park				60,000		60,000
	Tank Park				60,000		60,000
	Nicolet Park				60,000		60,000
	Farlin Park					90,000	90,000
	Danz Park/School					90,000	90,000
	Perkins Park-East Lot			250,000			250,000
	Muir Park-Parking Lot/Tennis Court Rplcmt			400,000			400,000
	Sanctuary - Residence Parking Lot Rplcmt			120,000			120,000
	Wildlife Sanctuary-Nature Center Parking Lot				220,000		220,000
	East River - Trail Repair/Rplcmt-west bank					170,000	170,000
Parks Rec. & Forestry Total		\$ 1,000,000	\$ 1,050,000	\$ 1,100,000	\$ 1,150,000	\$ 1,200,000	\$ 5,500,000
City Hall	City Hall - Elevator Replacement	570,000					570,000
	City Hall - Boiler Repairs	20,000					20,000
	City Hall - Engineering for Elec Serv Upgrade	50,000					50,000
	City Hall - Main Electrical Replacement		750,000				750,000
	City Hall - Roof Replacement			500,000			500,000
City Hall		\$ 640,000	\$ 750,000	\$ 500,000	\$ -	\$ -	\$ 1,890,000
Police	Public Safety Building/Land Aquisquisition	\$ -	\$ 1,000,000		\$ -	\$ -	\$ 1,000,000
	Police Total	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -	\$ 1,000,000

General Levy Totals	\$	5,690,000	\$	7,206,481	\$	6,426,152	\$	6,356,786	\$	6,713,098	\$	32,392,517
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Other Funding Sources:

TIF	Shipyards Phase II	\$	5,000,000	\$	-	\$	-	\$	-	\$	-	\$	5,000,000
	TIF Total	\$	5,000,000	\$	-	\$	-	\$	-	\$	-	\$	5,000,000

Parking	Parking Ramp Repairs	\$	650,000	\$	650,000	\$	650,000	\$	650,000	\$	650,000	\$	3,250,000
	Parking Total	\$	650,000	\$	650,000	\$	650,000	\$	650,000	\$	650,000	\$	3,250,000

Sanitary & Storm	Storm	\$	6,035,000	\$	6,517,800	\$	7,039,224	\$	7,602,362	\$	8,210,551	\$	35,404,937
	Sanitary		\$1,619,000		\$1,748,520		\$1,888,402		\$2,039,474		\$2,202,632		\$9,498,028
	Sanitary & Storm Total	\$	7,654,000	\$	8,266,320	\$	8,927,626	\$	9,641,836	\$	10,413,183	\$	44,902,965

Other Funding Source Totals	\$	13,304,000	\$	8,916,320	\$	9,577,626	\$	10,291,836	\$	11,063,183	\$	53,152,965
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Total Projects by Year	\$	18,994,000	\$	16,122,801	\$	16,003,778	\$	16,648,622	\$	17,776,281	\$	85,545,482
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CITY OF GREEN BAY, WISCONSIN
5-Year Community Investment Program
2019-2023

Department	DPW
Dept. Head	Steve Grenier
Project Contact	
Useful Life	
Category	
Priority	
Total Project Cost \$ 22,938,410	

Project Name DPW -Pavement

Description

Justification/ How does this Increase Service to Residents?

Fund-Org.-Object-Project	Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total
	Bonding	\$ 3,910,000	\$ 4,222,800	\$ 4,560,624	\$ 4,925,474	\$ 5,319,512	\$ 22,938,410
	Total	\$ 3,910,000	\$ 4,222,800	\$ 4,560,624	\$ 4,925,474	\$ 5,319,512	\$ 22,938,410

Fund-Org.-Object-Project	Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total
	Pavement Projects	\$ 3,410,000	\$ 4,222,800	\$ 4,560,624	\$ 4,925,474	\$ 5,319,512	\$ 22,438,410
	Extra Pavement Project per CC	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000
	Total	\$ 3,910,000	\$ 4,222,800	\$ 4,560,624	\$ 4,925,474	\$ 5,319,512	\$ 22,938,410

Operational Impact/Other

CITY OF GREEN BAY, WISCONSIN
5-Year Community Investment Program
2019-2023

Department	DPW
Dept. Head	Steve Grenier
Project Contact	
Useful Life	
Category	
Priority	
Total Project Cost \$ 700,000	

Project Name DPW Garage Repairs

Description

Justification/ How does this Increase Service to Residents?

Fund-Org.-Object-Project	Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total
	Bonding	\$ 140,000	\$ 140,000	\$ 140,000	\$ 140,000	\$ 140,000	\$ 700,000
	Total	\$ 140,000	\$ 140,000	\$ 140,000	\$ 140,000	\$ 140,000	\$ 700,000

Fund-Org.-Object-Project	Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total
	ES Shop Window Replacement	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ 15,000
	ES Shop Asbestos Tile Replacement	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000
	WS Shop Men's Shower Renovation	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ 15,000
	WS Shop Exterior Tuckpointing	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ 100,000
	DPW Garage Repairs/Equip	\$ -	\$ 140,000	\$ 140,000	\$ 140,000	\$ 140,000	\$ 560,000
	Total	\$ 140,000	\$ 140,000	\$ 140,000	\$ 140,000	\$ 140,000	\$ 700,000

Operational Impact/Other

CITY OF GREEN BAY, WISCONSIN
5-Year Community Investment Program
2019-2023

Department	Fire
Dept. Head	David Litton
Project Contact	
Useful Life	
Category	
Priority	
Total Project Cost \$ 364,107	

Project Name	Various Capital Improvements to Fire Stations
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Description	
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Justification/ How does this Increase Service to Residents?	
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Fund-Obj.-Object-Project	Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total
	Bonding	\$ -	\$ 43,681	\$ 125,528	\$ 141,312	\$ 53,586	\$ 364,107
	Total	\$ -	\$ 43,681	\$ 125,528	\$ 141,312	\$ 53,586	\$ 364,107

Fund-Obj.-Object-Project	Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total
	Flooring - Station 1	\$ -	\$ 16,380	\$ -	\$ -	\$ -	\$ 16,380
	Windows - Station 1 & 5	\$ -	\$ 27,301	\$ -	\$ 29,813	\$ -	\$ 57,114
	Roof - Station 4	\$ -	\$ -	\$ 34,235	\$ -	\$ -	\$ 34,235
	HVAC - Station 4, 6 (South)	\$ -	\$ -	\$ 91,293	\$ 23,850	\$ -	\$ 115,143
	Flooring/Carpet - Station 3, 7, 6	\$ -	\$ -	\$ -	\$ 19,080	\$ 18,693	\$ 37,773
	Flooring/Vinyl - Station 7	\$ -	\$ -	\$ -	\$ 11,925	\$ -	\$ 11,925
	Flooring/Unspecified - Station 8	\$ -	\$ -	\$ -	\$ 14,906	\$ -	\$ 14,906
	Garage Doors/Openers - Station 3, 6	\$ -	\$ -	\$ -	\$ 17,888	\$ 24,924	\$ 42,812
	Kitchen - Station 5	\$ -	\$ -	\$ -	\$ 11,925	\$ -	\$ 11,925
	Lot/Apron - Station 6, 7	\$ -	\$ -	\$ -	\$ 11,925	\$ 9,969	\$ 21,894
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total	\$ -	\$ 43,681	\$ 125,528	\$ 141,312	\$ 53,586	\$ 364,107

Operational Impact/Other	
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CITY OF GREEN BAY, WISCONSIN
5-year Capital Improvement Program
2019-2023

Department	PRF
Dept. Head	D. Ditscheit
Project Contact	D. Ditscheit
Useful life	30 Years
Category	Park & Rec
Priority	2
TOTAL PROJECT COST \$	\$1,610,000.00

Project Name	Athletic Fields
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Description
2019 - Colburn Park - Remove 1 baseball field and replace with 2 little league ballfields with sports lighting. \$650,000 total (\$350,000 for ballfield construction, \$300,000 for sports lighting). Priority - 2
2020 - 1. Perkins Park - Construct 2 Soccer Fields, \$260,000. 2. Perkins Park - Construct 1 Baseball Field \$350,000. Priority - 4
2021 - Miscellaneous athletic field renovations throughout the Park system, \$50,000. Priority - 3
2023 - Arnie Wolff Sports Complex - Add sports lighting to 2 soccer fields, \$300,000. Priority - 4

Justification / How does this increase service to residents?
2019 - The little league program in Green Bay is thriving. There has been a desire for a number of years from the user groups to locate a tournament facility with 4 ballfields on the west side of Green Bay. Colburn Park is the only park on the west side large enough to accommodate this request. There are two little league fields already in place that will remain. This funding will be used to convert one baseball field into two little league fields. An overflow pool parking lot will be constructed in the fall of 2019 in this general location. There will be a cost savings by engineering and constructing the two ballfields at the same time.
2020 - The existing little league fields and 6 court tennis court facility is in a state of disrepair and an eyesore to the neighborhood. With the construction of the little league fields at Colburn in 2019, this area can be redeveloped into 2 soccer fields and 1 baseball field.
2021 - This funding is used for miscellaneous repairs to all athletic fields throughout the Park system. The priorities for this funding will be defined in 2021 when the CIP is approved. There is not enough funding in the City budget to accommodate these necessary repairs.
2023 - There is a need in the City for additional football fields. Because this is a fall sport, only fields with sports lighting can be used for the football programming. By adding sports lighting to the two premier fields at Arnie Wolff, these two fields can be programmed to their full potential for both soccer and football.

Org-object-project	Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total
410600-53001-99509	Bonding	\$ 350,000	\$ 260,000	\$ 50,000	\$ -	\$ 300,000	\$ 960,000
410600-53001-99509	Bonding	\$ 300,000	\$ 350,000				\$ 650,000
	Total	\$ 650,000	\$ 610,000	\$ 50,000	\$ -	\$ 300,000	\$ 1,610,000

Org-object-project	Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total
410600-53001-99509	Colburn Park-Ballfield Replacement	\$ 650,000					\$ 650,000
410600-53001-99509	Perkins Park-Construct 2 Soccer Fields		\$ 260,000				\$ 260,000
410600-53001-99509	Perkins Park-Construct Baseball Field		\$ 350,000				\$ 350,000
410600-53001-99509	Misc Athletic Field Renovations			\$ 50,000			\$ 50,000
410600-53001-99509	Arnie Wolff Sports Complex					\$ 300,000	\$ 300,000
	Total	\$ 650,000	\$ 610,000	\$ 50,000	\$ -	\$ 300,000	\$ 1,610,000

Expenses less revenue -

Operational Impact/Other

CITY OF GREEN BAY, WISCONSIN
5-year Capital Improvement Program
2019-2023

Department	PRF
Dept. Head	D. Ditscheit
Project Contact	D. Ditscheit
Useful life	30 Years
Category	Park & Rec
Priority	2
TOTAL PROJECT COST \$	\$280,000.00

Project Name	Sport Courts
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Description	
2019 - Colburn Park - Relocate the hockey rink and replace the hockey sports lighting, \$80,000.	Priority - 2
2022 - Tennis Court Colorcoating (Various courts) \$200,000. Useful life - 10 years	Priority - 3

Justification / How does this increase service to residents?

2019 - The hockey rink is in need of a total update. The boards are beginning to rot out and the sports lighting is outdated and original to the rink. As part of the renovation, the hockey rink and general ice rink will be relocated to create more usable openspace for the baseball users. There is a cost savings by combining this project with the proposed ballfields and parking lot reconstruction.

2022 - Tennis courts should be re-colorcoated on a 10 year cycle for neighborhood tennis courts and on a 7 year cycle for the tournament facility courts. Many of the tennis courts in the Park system have not been colorcoated in 10 -15 years. The courts to be selected will be determined the year that the funding is approved.

Org-object-project	Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total
410600-53001-99509	Bonding	\$ 80,000	\$ -	\$ -	\$200,000	\$ -	\$ 280,000
	Total	\$ 80,000	\$ -	\$ -	\$200,000	\$ -	\$ 280,000

Org-object-project	Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total
410600-53001-99509	Colburn Park-Hockey Rink Relocation	\$ 80,000					\$ 80,000
410600-53001-99509	Tennis Court Colorcoating (Various Courts)				\$200,000		\$ 200,000
							\$ -
	Total	\$ 80,000	\$ -	\$ -	\$200,000	\$ -	\$ 280,000

Expenses less revenue -

Operational Impact/Other

CITY OF GREEN BAY, WISCONSIN
5-year Capital Improvement Program
2019-2023

Department	PRF
Dept. Head	D. Ditscheit
Project Contact	D. Ditscheit
Useful life	25 Years
Category	Park & Rec
Priority	1
TOTAL PROJECT COST \$	\$ 500,000

Project Name	Special Facilities
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Description	
2019 - 1. Wildlife Sanctuary - Aviary Replacement \$100,000. Priority 1	
2. Edison Park - Pickleball Court Installation \$50,000.	
3. Hockey Rink Board Replacement \$25,000.	
4. Wildlife Sanctuary - Boardwalk Deck Lumber Replacement \$25,000.	
2020 - Wildlife Sanctuary - Floating Boardwalk Replacement, \$200,000. Useful life - 20 years. Priority - 1	
2023 - Baird Creek Greenway - Mountain Bike Obstacle Course, \$100,000. Useful life - 20 years Priority - 4	

Justification / How does this increase service to residents?

2019 - 1. The existing duck aviary structural supports are rotting out and need to be replaced. The display was closed to the public for the majority of the 2018 season due to concerns for public safety.

2. The fundraising group has met their \$10,000 fundraising goal set by the Park Committee. This funding is needed to move ahead with this project to meet the City commitment to this project.

3. There are 4 hockey rinks in the City and all of the boards are rotting out. In 2018, funding was approved to replace two hockey rinks. This funding will complete the project for the remaining two rinks.

4. Many deck board on the existing boardwalks are starting to rot through and there is a public safety concern.

2020 - This floating boardwalk was installed approximately 10 years ago and a very inexpensive product was specified. It has reached it's useful life and there is now a public safety concern. It will be replaced with a more durable product that will last longer than the original floating boardwalk.

2023 - The mountain bike trail system in the Baird Creek Greenway has the potential to be a regional attraction if some funding is put into the trail system. To date all of the trail maintenance has been from a combination of The Baird Creek Preservation Foundation and the The Baird Creek Mountain Bike group. The Parks Department would like to be a partner in this mountain bike trail system. This funding will go towards the purchase and installation of a obstacle training course for all skill levels of mountain bikers.

Org-object-project	Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total
410600-54001-99502	Bonding	\$ 200,000	\$200,000	\$ -	\$ -	\$ 100,000	\$ 500,000
							\$ -
	Total	\$ 200,000	\$200,000	\$ -	\$ -	\$ 100,000	\$ 500,000

Org-object-project	Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total
410600-54001-99502	Wildlife Sanctuary-Aviary Replacement	\$ 100,000					\$ 100,000
410600-54001-99502	Edison Park-Pickleball Court Install	\$ 50,000					\$ 50,000
410600-54001-99502	Hockey Rink Board Replacement	\$ 25,000					\$ 25,000
410600-54001-99502	Wildlife Sanctuary-Boardwalk Deck Lumber	\$ 25,000					\$ 25,000
410600-54001-99502	Wildlife Sanctuary-Floating Boardwalk Replacement		\$200,000				\$ 200,000
410600-54001-99502	Baird Creek Greenway-Mountain Bike Obstacle Course					\$ 100,000	\$ 100,000
	Total	\$ 200,000	\$200,000	\$ -	\$ -	\$ 100,000	\$ 500,000

Expenses less revenue

Operational Impact/Other

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CITY OF GREEN BAY, WISCONSIN
5-year Capital Improvement Program
2019-2023

Department	PRF
Dept. Head	D. Ditscheit
Project Contact	D. Ditscheit
Useful life	30 years
Category	Park & Rec
Priority	1
TOTAL PROJECT COST \$	\$ 1,230,000

Project Name	Buildings and Shelters
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Description	Priority
2019 - Park Shop - HVAC System Replacement, \$70,000.	Priority 1
2020 - 1. Kennedy Park Shelter Roof Replacement, \$10,000. 2. Perkins Park Shelter Roof Replacement, \$15,000. 3. Beaumont Park Shelter Roof Replacement, \$10,000. 4. Wildlife Sanctuary Observation Building Roof Replacement \$25,000.	Useful life - 25 years Priority 1
2021 - Park Shop - Old Park Shop Roof Replacement, \$100,000.	Priority 1
2022 - 1. Navarino Park - Install a new park shelter, \$500,000. 2. Miscellaneous Park Shelter Projects, \$50,000.	Priority 4
2023 - 1. Farlin Park - Shelter Replacement, \$400,000. 2. Miscellaneous Shelter Projects \$50,000.	Priority 4

Justification / How does this increase service to residents?

2019 - The HVAC system at the Park Shop is original to the building from 1991 and showing signs of wear. The desire is to replace it before it fails, when the funding is planned for. This expense is too large for our annual budget to accomodate.
2020 - These shingle roofs have reached their lifespan and are in need of replacement. If the shingles are not replaced this year then there is the possibility of water damage to the building structure, which in turn will add to the cost to repair these roofs in future years.
2021 - The shingles on this roof have reached their lifespan and are in need of replacement. If the shingles are not replaced this year then there is the possibility of water damage to the building structure, which in turn will add to the cost to repair to this roof in future years.
2022 - 1. Navarino Park is a fairly new park that has only been partially developed to date. There is a desire by the Neighborhood Association and the Parks Department to install a shelter with restrooms per the approved masterplan. One of the uses for the shelter will be to run a new summer park program out of this shelter. 2. On an annual basis the City bonds approximately \$50,000 towards general park shelter renovations. The priorities for this funding will be determined the same bonding year.
2023 - 1. There is a desire by the Farlin Neighborhood Association to renovate the existing shelter to better accomodate the needs of the residents and playground program. Staff has evaluated the structure and determined that it would be more cost effective to replace the structure than to renovate it. The existing shelter is also not currently ADA compliant. 2. On an annual basis the City bonds approximately \$50,000 towards general park shelter renovations. The priorities for this funding will be determined the year the funding is approved.

Org-object-project	Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total
410600-53001-99502	Bonding	\$ 70,000	\$ 60,000	\$ 100,000	\$ 50,000	\$ 50,000	\$ 330,000
410600-53001-99502	Bonding				\$ 500,000	\$ 400,000	\$ 900,000
	Total	\$ 70,000	\$ 60,000	\$ 100,000	\$ 550,000	\$ 450,000	\$ 1,230,000

Org-object-project	Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total
410600-53001-99502	Park Shop/HVAC System	\$ 70,000					\$ 70,000
410600-53001-99502	Kennedy Park Shelter Roof Replacement		\$ 10,000				\$ 10,000
410600-53001-99502	Perkins Park Shelter Roof Replacement		\$ 15,000				\$ 15,000
410600-53001-99502	Beaumont Park Shelter Roof Replacement		\$ 10,000				\$ 10,000
410600-53001-99502	Wildlife Sanctuary Observation Bldg Roof		\$ 25,000				\$ 25,000
410600-53001-99502	Old Park Shop Roof Replacement			\$ 100,000			\$ 100,000
410600-53001-99502	Navarino Park-New Park Shelter				\$ 500,000		\$ 500,000
410600-53001-99502	Misc Park Shelter Projects				\$ 50,000	\$ 50,000	\$ 100,000
410600-53001-99502	Farlin Park Shelter Replacement					\$ 400,000	\$ 400,000
	Total	\$ 70,000	\$ 60,000	\$ 100,000	\$ 550,000	\$ 450,000	\$ 1,230,000

Expenses less revenue

Operational Impact/Other

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CITY OF GREEN BAY, WISCONSIN
5-year Capital Improvement Program
2019-2023

Department	PRF
Dept. Head	D. Ditscheit
Project Contact	D. Ditscheit
Useful life	30 years
Category	Park & Rec
Priority	1
TOTAL PROJECT COST \$	\$ 720,000

Project Name	Playgrounds
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Description	
2020 - 1. Colburn Park - Playground Replacement \$90,000. 2. Gagnon Park - Playground Replacement \$90,000.	
2021 - 1. Mather Heights Park - Playground Replacement \$90,000. 2. Seymour Park - West Playground Replacement \$90,000.	Priority - 1
2022 - 1. Fisk Park - Playground Replacement, \$60,000. 2. Tank Park - Playground Replacement, \$60,000. 3. Nicolet Park - Playground Replacement, \$60,000.	Priority - 1
2023 - 1. Farlin Park - Playground replacement, \$90,000. 2. Danz Park/School - Playground replacement, \$90,000.	Priority - 1

Justification / How does this increase service to

2020 - In order to replace the playgrounds on a 30 year cycle, the City needs to replace two playgrounds per year. These are two of the oldest playgrounds in the park system and were installed in 1994. For playgrounds of this age it becomes difficult to find replacement parts when items break.
2021 - In order to replace the playgrounds on a 30 year cycle, the City needs to replace two playgrounds per year. These are two of the oldest playgrounds in the park system and were installed in 1994. For playgrounds of this age it becomes difficult to find replacement parts when items break.
2022 - These three playgrounds have been partially replaced throughout the recent years. This funding will go towards replacing the remaining playground structures that are still in place. ADA access perimeter walks will also be installed. The playground equipment at Fisk was originally installed in 1992. The playground equipment at Tank and Nicolet was originally installed in 1994. For playgrounds of this age it becomes difficult to find replacement parts when items break.
2023 - In order to replace the playgrounds on a 30 year cycle, the City needs to replace two playgrounds per year. These are two of the oldest playgrounds in the park system and were installed in 1994. For playgrounds of this age it becomes difficult to find replacement parts when items break.

Org-object-project	Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total
410600-53001-90506	Bonding		\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000	\$ 360,000
410600-53001-90506	Bonding		\$ 90,000	\$ 90,000	\$ 45,000	\$ 90,000	\$ 315,000
410600-53001-90506	Bonding				\$ 45,000		\$ 45,000
Total		\$ -	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000	\$ 720,000

Org-object-project	Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total
410600-53001-90506	Colburn Park		\$ 90,000				\$ 90,000
410600-53001-90506	Gagnon Park		\$ 90,000				\$ 90,000
410600-53001-90506	Mather Heights Park			\$ 90,000			\$ 90,000
410600-53001-90506	Seymour Park - West			\$ 90,000			\$ 90,000
410600-53001-90506	Fisk Park				\$ 60,000		\$ 60,000
410600-53001-90506	Tank Park				\$ 60,000		\$ 60,000
410600-53001-90506	Nicolet Park				\$ 60,000		\$ 60,000
410600-53001-90506	Farlin Park					\$ 90,000	\$ 90,000
410600-53001-90506	Danz Park/School					\$ 90,000	\$ 90,000
Total		\$ -	\$ 180,000	\$ 180,000	\$ 180,000	\$ 180,000	\$ 720,000

Expenses less revenue

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Operational Impact/Other

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CITY OF GREEN BAY, WISCONSIN
5-year Capital Improvement Program
2019-2023

Department	PRF
Dept. Head	D. Ditscheit
Project Contact	D. Ditscheit
Useful life	30 years
Category	Park & Rec
Priority	1
TOTAL PROJECT COST \$	\$ 1,160,000

Project Name	Paving
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Description
2021 - 1. Perkins Park - East Parking Lot Replacement, \$250,000. 2. Muir Park - Parking Lot/Tennis Court Replacement, \$400,000. 3. Wildlife Sanctuary - Residence Parking Lot Replacement, \$120,000.
2022 - Wildlife Sanctuary - Nature Center Parking Lot Expansion/Entrance Drive Replacement, \$220,000. Priority - 2
2023 - East River - Trail Repair/Replacement along the west bank, \$170,000. Priority - 1

Justification / How does this increase service to residents?
2021 - There are several parking lots throughout the park system that are in need of total replacement. These three lots were installed over 30 years ago and are in need of a total replacement. For the Muir Park project not only do we propose to replace the parking lot, but we will downsize and relocate the existing tennis courts closer to the new parking lot, which will make it ADA compliant.
2022 - With the addition of the 4K addition at the Nature Center there will be a need for additional parking to accommodate the rental space in the upper story of the addition. As part of the parking expansion project there is a potential cost savings by replacing the driveway from the road to the Nature Center at the same time. The asphalt on the entrance drive has exceeded its effective lifespan and is in need of a total replacement.
2023 - There is a section of the East River Trail on the west bank, south of Optimist Park that is in need of total replacement. This section of trail is over 30 years old and has many areas that are not ADA compliant due to tree roots heaving the asphalt and the failing asphalt surface.

Org-object-project	Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total
410600-53001-99504	Bonding			\$ 250,000	\$ 220,000	\$ 170,000	\$ 640,000
410600-53001-99504	Bonding			\$ 400,000			\$ 400,000
410600-53001-99504	Bonding			\$ 120,000			\$ 120,000
Total		\$ -	\$ -	\$ 770,000	\$ 220,000	\$ 170,000	\$ 1,160,000

Org-object-project	Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total
410600-53001-99504	Perkins Park-East Lot			\$ 250,000			\$ 250,000
410600-53001-99504	Muir Park-Parking Lot/Tennis Court Rplcmt			\$ 400,000			\$ 400,000
410600-53001-99504	Sanctuary - Residence Parking Lot Pplcmt			\$ 120,000			\$ 120,000
410600-53001-99504	Wildlife Sanctuary-Nature Center Parking Lot				\$ 220,000		\$ 220,000
410600-53001-99504	East River - Trail Repair/Rpclmt-west bank					\$ 170,000	\$ 170,000
Total		\$ -	\$ -	\$ 770,000	\$ 220,000	\$ 170,000	\$ 1,160,000

Expenses less revenue -

Operational Impact/Other

CITY OF GREEN BAY, WISCONSIN

5-year Capital Improvement Program 2019-2023

Department	PRF
Dept. Head	D. Ditscheit
Project Contact	D. Ditscheit
Useful life	30 years
Category	Park & Rec
Priority	3
TOTAL PROJECT COST \$	\$ 1,890,000

Project Name	City Hall
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Description

2019 - 1. Elevator Replacement, \$570,000
2. Boiler Repairs, \$20,000.
3. Engineering Consultant for Electrical Service Upgrade, \$50,000.

2020 - City Hall - Replace the main electric service. Useful life - 40 years Priority - 4

2021 - City Hall - Replace the roof, \$500,000. Useful life - 30 years Priority - 4

Justification / How does this increase service to residents?

2019 - 1. The elevators break down on a regular basis and are original to the building.
2. The boiler in City Hall is original to the building. This winter the City is replacing 1/2 of the system using existing budget dollars. There is need to replace the other 1/2 of the system before it fails. The expense is too large for our annual budget to accomodate.
3. The electrical service is original to the building. Many portions of the system do not meet current electrical codes. This engineering will provide an accurate cost estimate for future bond requests to complete the construction.

2020 - The City hired an architectural consultant to evaluate the necessary City Hall repairs. The architect indicated in the report that the electrical service to City Hall should be replaced as soon as possible. The current electric service is original to the building and is not code compliant anymore. Work will consist of relocating the transformers from the basement to the exterior of the building.

2021 - The City hired an architectural consultant to evaluate the necessary City Hall repairs. The architect indicated in the report that the roof should be replaced in 2018. In the fall of 2018 the City hired a roofing contractor to patch several roof leaks. This is a temporary solution and the entire roof should be replaced.

Org-object-project	Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total
418600-53001	Bonding	\$ 640,000					\$ 640,000
410600-54001-99502	Bonding		\$ 750,000	\$ 500,000			\$ 1,250,000
Total		\$ 640,000	\$ 750,000	\$ 500,000	\$ -	\$ -	\$ 1,890,000

Org-object-project	Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total
418600-53001	Elevator Replacement	\$ 570,000					\$ 570,000
418600-53001	Boiler Repairs	\$ 20,000					\$ 20,000
418600-53001	Engineering for Elec Serv Upgrade	\$ 50,000					\$ 50,000
410600-54001-99502	Main Electrical Replacement		\$ 750,000				\$ 750,000
410600-54001-99502	Roof Replacement			\$ 500,000			\$ 500,000
Total		\$ 640,000	\$ 750,000	\$ 500,000	\$ -	\$ -	\$ 1,890,000

Expenses less revenue

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Operational Impact/Other

CITY OF GREEN BAY, WISCONSIN
5-year Capital Improvement Program
2019-2023

Department	Police
Dept. Head	Chief Smith
Project Contact	Rick Jurkanis
Useful life	50 years
Category	Building
Priority	2

Project Name	New Public Safety Building
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TOTAL PROJECT COST \$	\$ 50,000,000
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Description

New Public Safety Building

Justification / How does this increase service to residents?

Replacement needed. Project planning already in place. Fire Department might have included this in their plan. ONLY \$1,000,000 FOR LAND ACQUISITION IS BUILT INTO THE PROJECTION IN 2020

Org-object-project	Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total
	Bonding		\$ 1,000,000	\$ 1,500,000	\$ 47,500,000		\$ 50,000,000
							\$ -
	Total	\$ -	\$ 1,000,000	\$ 1,500,000	\$ 47,500,000	\$ -	\$ 50,000,000

Org-object-project	Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total
423300-55140-27296	Public Safety Building Land Aquis		\$ 1,000,000	\$ 1,500,000	\$ 47,500,000		\$ 50,000,000
							\$ -
							\$ -
							\$ -
	Total	\$ -	\$ 1,000,000	\$ 1,500,000	\$ 47,500,000	\$ -	\$ 50,000,000

Expenses less revenue -

Operational Impact/Other

We have outgrown our building and will start to realize very expensive repairs in the next 5 years.

CITY OF GREEN BAY, WISCONSIN

5-Year Community Investment Program 2019-2023

Department	TIF
Dept. Head	
Project Contact	
Useful Life	
Category	
Priority	
Total Project Cost \$ 5,000,000	

Project Name SHIPYARD PHASE II

Description

Justification/ How does this Increase Service to Residents?

Fund-Org.-Object-Project	Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total
	Bonding	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000,000
	Total	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000,000

Fund-Org.-Object-Project	Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total
	Shipyard Phase II	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000,000
	Total	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000,000

Operational Impact/Other

CITY OF GREEN BAY, WISCONSIN

5-Year Community Investment Program 2019-2023

Department	PARKING
Dept. Head	
Project Contact	
Useful Life	
Category	
Priority	
Total Project Cost \$ 3,250,000	

Project Name PARKING RAMP REPAIRS

Description

Justification/ How does this Increase Service to Residents?

Fund-Org.-Object-Project	Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total
	Bonding	\$ 650,000	\$ 650,000	\$ 650,000	\$ 650,000	\$ 650,000	\$ 3,250,000
	Total	\$ 650,000	\$ 650,000	\$ 650,000	\$ 650,000	\$ 650,000	\$ 3,250,000

Fund-Org.-Object-Project	Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total
	Parking Ramp Repairs	\$ 650,000	\$ 650,000	\$ 650,000	\$ 650,000	\$ 650,000	\$ 3,250,000
	Total	\$ 650,000	\$ 650,000	\$ 650,000	\$ 650,000	\$ 650,000	\$ 3,250,000

Operational Impact/Other

CITY OF GREEN BAY, WISCONSIN

5-Year Community Investment Program 2019-2023

Department	SANITARY & STORM
Dept. Head	
Project Contact	
Useful Life	
Category	
Priority	
Total Project Cost \$ 44,902,965	

Project Name	Sanitary & Storm
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Description

Justification/ How does this Increase Service to Residents?

Fund-Org.-Object-Project	Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total
	Bonding	\$ 7,654,000	\$ 8,266,320	\$ 8,927,626	\$ 9,641,836	\$ 10,413,183	\$ 44,902,965
	Total	\$ 7,654,000	\$ 8,266,320	\$ 8,927,626	\$ 9,641,836	\$ 10,413,183	\$ 44,902,965

Fund-Org.-Object-Project	Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total
	Storm	\$ 6,035,000	\$ 6,517,800	\$ 7,039,224	\$ 7,602,362	\$ 8,210,551	\$ 35,404,937
	Sanitary	\$ 1,619,000	\$ 1,748,520	\$ 1,888,402	\$ 2,039,474	\$ 2,202,632	\$ 9,498,028
	Total	\$ 7,654,000	\$ 8,266,320	\$ 8,927,626	\$ 9,641,836	\$ 10,413,183	\$ 44,902,965

Operational Impact/Other

Equipment Replacement Projects by Year

Department	Project Name	2019	2020	2021	2022	2023	Total
General Levy:							
<u>Clerk/Treasurer</u>	Voting Equipment	\$ 120,000	\$ -	\$ -	\$ -	\$ -	120,000
	Clerk/Treasurer Total	\$ 120,000	\$ -	\$ -	\$ -	\$ -	120,000
<u>Fire</u>	Gator 3 Special Events	\$ 30,000				\$ 30,000	30,000
	Breathing Apparatus (SCBA) 2nd Half	600,000					600,000
	45 Sets Turnout Gear	82,125					82,125
	Exercise Equipment	75,000					75,000
	John Boats	15,000					15,000
	Dry Suits	15,000					15,000
	Outfit a Training Vehicle	15,000					15,000
	Gator 1 Special Events	-	28,941				28,941
	Plymovent (Stations 1-4, 6-8)	-	469,571				469,571
	Commercial Range (Station 2, 6 & 8) 1 per	-	6,000		7,155	7,477	20,632
	Commercial Dishwasher (Station 6 & 8)	-	19,656				19,656
	Water Heater (Station 8)	-	10,702				10,702
	Fire Department Total	\$ 832,125	\$ 534,870	\$ -	\$ 7,155	\$ 7,477	\$ 1,381,627
<u>Info. Technology</u>	Phone Server Replacement	\$ 65,000	\$ 65,000			\$ 130,000	130,000
	Park Shop Switch	4,000					4,000
	Sophos		40,000				40,000
	Annual Laptop Rotation-Police		8,800				8,800
	Annual PC Rotation-Police		28,000				28,000
	Annual PC Rotation-Citywide		84,000				84,000
	Annual Laptop Rotation-Citywide		22,000				22,000
	Annual Monitor Rotation-Citywide		10,000				10,000
	Council Chambers/Video Recorder		100,000				100,000
	MDT Rotation-Fire			150,000			150,000
	UniTrends Backup-City Hall			122,000			122,000
	Laptops-Planning			37,500			37,500
	UPS Batteries (includes DR site)				6,600		6,600
	DR Site - Air Conditioner				6,000		6,000
	DR Site - UPS				12,000		12,000
	Switches/Routers-Police Dept					56,000	56,000
	Committee Camera/Video Rec-CC					24,000	24,000
	Information Technology Total	\$ 69,000	\$ 357,800	\$ 309,500	\$ 24,600	\$ 80,000	\$ 840,900
<u>Parks/Rec/Forestry</u>	Radio System	\$ 110,000	\$ -	\$ -	\$ -	\$ -	110,000
	72" MOWER	20,000					20,000
	72" MOWER		21,000				21,000
	16' GANGMOWER			117,000			117,000
	72" DECK MOWER			22,000	23,000		45,000
	60" MOWER				23,000		23,000
	16' GANGMOWER					124,000	124,000
	72" DECK MOWER					24,000	24,000
	BRUSH CHIPPER				84,000		84,000
	72' Spider Lift		\$ 168,000				168,000
	SKIDSTEER	\$ 48,000		\$ 53,000			101,000
	DUMPTRAILER	\$ 11,000					11,000
	SPIDERLIFT TRAILER			14,000			14,000
	BOBCAT TRAILER				7,000	7,000	14,000
	SHOWMOBILE		-	-	-	168,000	168,000
	TOWABLE COMPRESSOR				45,000		45,000
	STUMPGRINDER			65,000			65,000
	70 HP TRACTOR		98,000				98,000
	SPORT UTILITY VEHICLE			24,000			24,000
	TOOLCAT		78,000		76,000		154,000
	Parks/Rec/Forestry Total	\$ 130,000	\$ 256,000	\$ 410,000	\$ 311,000	\$ 323,000	\$ 1,430,000
<u>Police</u>	Hand Held Radios	70,000	72,000	74,000	76,000	78,000	370,000
	Mobile Radios (20/yr)	22,500	23,000	23,500	24,000	24,500	117,500
	Security Camera Replacement	12,000	12,000	12,000	12,000	12,000	60,000
	Interview Room Camera System		-	60,000	-	-	60,000
	Accident Recon/Crime Scene software		70,000	-	-	-	70,000
	Police Total	\$ 104,500	\$ 177,000	\$ 169,500	\$ 112,000	\$ 114,500	\$ 677,500
	General Levy Equipment Total	\$1,255,625	\$1,325,670	\$889,000	\$454,755	\$524,977	\$4,450,027

CITY OF GREEN BAY, WISCONSIN
EQUIPMENT REPLACEMENT FUND EXPENDITURE
 Budget Years: 2019 - 2023

Department: CLERK/TREASURER
 Dept. Head: KRIS TESKE
 Project Contact:

Description of Expenditure: **VOTING EQUIPMENT**
 Addition or Replacement:

Initial Cost \$ 120,000
 Anticipated Annual Maintenance Cost/Cost of Operation
 Maintenance Cost Over 5 years \$ -

TOTAL INVESTMENT \$ 120,000

Est. Salvage Value of Former Capital Asset

EST. INITIAL INVESTMENT \$ 120,000

Justification for Equipment Replacement Fund Expenditure

Fund-Org.-Object-Project	Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total
	BONDING	\$ 120,000	\$ -	\$ -	\$ -	\$ -	\$ 120,000
	Total	\$ 120,000	\$ -	\$ -	\$ -	\$ -	\$ 120,000

Fund-Org.-Object-Project	Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total
	VOTING EQUIPMENT	\$ 120,000	\$ -	\$ -	\$ -	\$ -	\$ 120,000
	Total	\$ 120,000	\$ -	\$ -	\$ -	\$ -	\$ 120,000

How will this improve our service level and efficiency?

CITY OF GREEN BAY, WISCONSIN
EQUIPMENT REPLACEMENT FUND EXPENDITURE
 Budget Years: 2019 - 2023

Department: Fire
 Dept. Head: David Litton
 Project Contact:

Description of Expenditure: **Various Equipment**
 Addition or Replacement:

Initial Cost \$ **1,381,627**
 Anticipated Annual Maintenance Cost/Cost of Operation
 Maintenance Cost Over 5 years \$ **-**

TOTAL INVESTMENT \$ **1,381,627**

Est. Salvage Value of Former Capital Asset

EST. INITIAL INVESTMENT \$ **1,381,627**

Justification for Equipment Replacement Fund Expenditure

Fund-Org.-Object-Project	Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total
	Tax Levy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Bonding	\$ 832,125	\$ 534,870	\$ -	\$ 7,155	\$ 7,477	\$ 1,381,627
	Total	\$ 832,125	\$ 534,870	\$ -	\$ 7,155	\$ 7,477	\$ 1,381,627

Fund-Org.-Object-Project	Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total
	Gator 3 Special Events	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ 30,000
	Breathing Apparatus (2nd Half)	\$ 600,000	\$ -	\$ -	\$ -	\$ -	\$ 600,000
	45 Sets Turnout Gear	\$ 82,125	\$ -	\$ -	\$ -	\$ -	\$ 82,125
	Exercise Equipment	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ 75,000
	John Boats	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ 15,000
	Drysuits	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ 15,000
	Outfit a Training Vehicle	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ 15,000
	Gator 1 Special Events	\$ -	\$ 28,941	\$ -	\$ -	\$ -	\$ 28,941
	Plymovent (Stations 1-4, 6-8)	\$ -	\$ 469,571	\$ -	\$ -	\$ -	\$ 469,571
	Commercial Range (Station 2, 6 & 8) 1 per yr	\$ -	\$ 6,000	\$ -	\$ 7,155	\$ 7,477	\$ 20,632
	Commercial Dishwasher (Station 6 & 8)	\$ -	\$ 19,656	\$ -	\$ -	\$ -	\$ 19,656
	Water Heater (Station 8)	\$ -	\$ 10,702	\$ -	\$ -	\$ -	\$ 10,702
	Total	\$ 832,125	\$ 534,870	\$ -	\$ 7,155	\$ 7,477	\$ 1,381,627

How will this improve our service level and efficiency?

CITY OF GREEN BAY, WISCONSIN
EQUIPMENT REPLACEMENT FUND EXPENDITURE
Budget Years: 2019 - 2023

Department: Information Technology
 Dept. Head: Mike Hronek
 Project Contact:

Description of Expenditure: Replacement
 Addition or Replacement:

Initial Cost \$ 840,900
 Anticipated Annual Maintenance Cost/Cost of Operation
 Maintenance Cost Over 5 years \$ -

TOTAL INVESTMENT \$ 840,900

Est. Salvage Value of Former Capital Asset

EST. INITIAL INVESTMENT \$ 840,900

Justification for Equipment Replacement Fund Expenditure

Fund-Obj.-Project	Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total
	Bonding	\$ 4,000	\$ 152,800	\$ 37,500	\$ 6,600	\$ -	\$ 200,900
	Bonding	\$ 65,000	\$ 205,000	\$ 272,000	\$ 18,000	\$ 80,000	\$ 640,000
	Total	\$ 69,000	\$ 357,800	\$ 309,500	\$ 24,600	\$ 80,000	\$ 840,900

Fund-Obj.-Project	Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total
	Phone Server Replacement	\$ 65,000	\$ 65,000	\$ -	\$ -	\$ -	\$ 130,000
	Park Shop Switch	\$ 4,000					\$ 4,000
	Sophos	\$ -	\$ 40,000	\$ -	\$ -	\$ -	\$ 40,000
	Annual Laptop Rotation-Police	\$ -	\$ 8,800	\$ -	\$ -	\$ -	\$ 8,800
	Annual PC Rotation-Police	\$ -	\$ 28,000	\$ -	\$ -	\$ -	\$ 28,000
	Annual PC Rotation-Citywide	\$ -	\$ 84,000	\$ -	\$ -	\$ -	\$ 84,000
	Annual Laptop Rotation-Citywide	\$ -	\$ 22,000	\$ -	\$ -	\$ -	\$ 22,000
	Annual Monitor Rotation-Citywide	\$ -	\$ 10,000	\$ -	\$ -	\$ -	\$ 10,000
	Council Chambers/Video Recorder	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ 100,000
	MDT Rotation-Fire	\$ -	\$ -	\$ 150,000	\$ -	\$ -	\$ 150,000
	UniTrends Backup-City Hall	\$ -	\$ -	\$ 122,000	\$ -	\$ -	\$ 122,000
	Laptops-Planning	\$ -	\$ -	\$ 37,500	\$ -	\$ -	\$ 37,500
	UPS Batteries (includes DR site)	\$ -	\$ -	\$ -	\$ 6,600	\$ -	\$ 6,600
	DR Site - Air Conditioner	\$ -	\$ -	\$ -	\$ 6,000	\$ -	\$ 6,000
	DR Site - UPS	\$ -	\$ -	\$ -	\$ 12,000	\$ -	\$ 12,000
	Switches/Routers-Police Dept	\$ -	\$ -	\$ -	\$ -	\$ 56,000	\$ 56,000
	Committee Camera/Video Rec-CC	\$ -	\$ -	\$ -	\$ -	\$ 24,000	\$ 24,000
	Total	\$ 69,000	\$ 357,800	\$ 309,500	\$ 24,600	\$ 80,000	\$ 840,900

How will this improve our service level and efficiency?

CITY OF GREEN BAY, WISCONSIN
Equipment replacement fund expenditure
2019-2023

Department **PRF**
 Dept. Head **D. Ditscheit**
 Project Contact **Greg Barta**

Addition or replacement **Replacement**

Initial cost **\$ 110,000**
 Anticipated Annual Maintenance Cost/Cost of Operation **\$ -**
 Maintenance Cost over 5 years **\$ -**

TOTAL INVESTMENT **\$ 110,000**
 Est. Salvage value of former capital asset **\$ -**

EST. INITIAL INVESTMENT **\$ 110,000**

Justification for Equipment Replacement Fund Expenditure

Current radio system will be absolute by 2020. DPW has already replaced and is using a new system for communication that will be required to utilize in order to continue to communicate with other City of Green Bay Departments.

Org-object-project	Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total
426630-49110	Bonding	\$ 110,000					\$ 110,000
							\$ -
	Total	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ 110,000

Org-object-project	Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total
426630-5XXXX	Radio System	\$ 110,000					\$ 110,000
							\$ -
							\$ -
							\$ -
	Total	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ 110,000

Expenses less revenue **-**

How will this improve our service level or efficiency?

Necessary for services and maintenance requirements throughout the City of Green Bay Parks and Recreation areas

CITY OF GREEN BAY, WISCONSIN
Equipment replacement fund expenditure
2019-2023

Department **PRF**
 Dept. Head **D. Ditscheit**
 Project Contact **G. Barta**

Addition or replacement **Replace**

Initial cost **\$ 374,000**
 Anticipated Annual Maintenance Cost/Cost of Operation **\$ -**
 Maintenance Cost over 5 years **\$ -**

TOTAL INVESTMENT \$ 374,000
 Est. Salvage value of former capital asset **\$ 880**

EST. INITIAL INVESTMENT \$ 373,120

Justification for Equipment Replacement Fund Expenditure

2019 - 72" Mower replacing unit 136 a 2004 John Deere F1435 bought in 2004 and an expected life expectancy of 2013. Unit is no longer servicable. 2020 -
 72" Mower replacing unit 109, 72" John Deere Mower bought in 2005 with a useful life expectancy of 2014. Unit is no longer servicable. 2021 - 72"
 Deck Mower replacing unit 127, 72" Kubota Deck moser bought in 2008 with a useful life expectancy of 2022. Unit is no longer servicable. 2021 - 16'
 Gangmower with Cab replacing unit 102, Gangmower bought in 2010 with a useful life expectancy of 2019. Unit is no longer servicable. 2022 - 72"
 Deck Mower replacing unit 126, 72" Kubota Mower bought in 2009 with a useful life expectancy of 2023. Unit is no longer servicable. 2022 - 60" Mower
 replacing unit 107, 60" Mower bought in 2005 with a useful life expectancy of 2014. Unit is no longer servicable.
 2023 - 16' Gangmower with Cab replacing unit 104, 16' Gangmowr bought in 2013 with a useful life expectancy of 2022. Unit is no longer servicable. 2023 -
 72" Deck Mower replacing unit 129, 72" Deck mower bought in 2012 with a useful life expectancy of 2021. Unit is no longer servicable.

Org-object-project	Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total
426670-49110	Bonding	\$ 20,000	\$ -				\$ 20,000
426630-49110	Bonding		\$ 21,000	\$ 22,000			\$ 43,000
426630-49110	Bonding		\$ -	\$ 117,000	\$ 23,000		\$ 140,000
426630-49110	Bonding				\$ 23,000		\$ 23,000
426630-49110	Bonding					\$ 124,000	\$ 124,000
426630-49110	Bonding					\$ 24,000	\$ 24,000
Total		\$ 20,000	\$ 21,000	\$ 139,000	\$ 46,000	\$ 148,000	\$ 374,000

Org-object-project	Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total
426670-49110	72" MOWER	\$ 20,000	\$ -				\$ 20,000
426630-49110	72" MOWER		\$ 21,000				\$ 21,000
426360-49110	16' GANGMOWER		\$ -	\$ 117,000			\$ 117,000
426630-49110	72" DECK MOWER			\$ 22,000	\$ 23,000		\$ 45,000
426630-49110	60" MOWER				\$ 23,000		\$ 23,000
426630-49110	16' GANGMOWER					\$ 124,000	\$ 124,000
426630-49110	72" DECK MOWER					\$ 24,000	\$ 24,000
Total		\$ 20,000	\$ 21,000	\$ 139,000	\$ 46,000	\$ 148,000	\$ 374,000

Expenses less revenue -

How will this improve our service level or efficiency?

Necessary for services and maintenance requirements throughout the City of Green Bay Parks and Recreation areas

CITY OF GREEN BAY, WISCONSIN

Equipment replacement fund expenditure

2019-2023

Department **PRF**
 Dept. Head **D. Ditscheit**
 Project Contact **G. Barta**

Addition or replacement **Replace**

Initial cost **\$ 84,000**
 Anticipated Annual Maintenance Cost/Cost of Operation **\$ -**
 Maintenance Cost over 5 years **\$ -**

TOTAL INVESTMENT **\$ 84,000**
 Est. Salvage value of former capital asset **\$ -**

EST. INITIAL INVESTMENT **\$ 84,000**

Justification for Equipment Replacement Fund Expenditure

180 HP 18" towable brush chipper replacing unit 212, Vermeer Brush Chipper bought in 2013 with a useful life expectancy of 2022. Unit is no longer servicable

Org-object-project	Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total
426670-49110	Bonding				\$ 84,000		\$ 84,000
							\$ -
	Total	\$ -	\$ -	\$ -	\$ 84,000	\$ -	\$ 84,000

Org-object-project	Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total
426670-49110	BRUSH CHIPPER				\$ 84,000		\$ 84,000
							\$ -
							\$ -
							\$ -
	Total	\$ -	\$ -	\$ -	\$ 84,000	\$ -	\$ 84,000

Expenses less revenue -

How will this improve our service level or efficiency?

Necessary for services and maintenance requirements throughout the City of Green Bay Parks and Recreation areas

CITY OF GREEN BAY, WISCONSIN

Equipment replacement fund expenditure

2019-2023

Department **PRF**
 Dept. Head **D. Ditscheit**
 Project Contact **G. Barta**

Addition or replacement **Addition**

Initial cost **\$ 168,000**
 Anticipated Annual Maintenance Cost/Cost of Operation **\$ -**
 Maintenance Cost over 5 years **\$ -**

TOTAL INVESTMENT \$ 168,000
 Est. Salvage value of former capital asset **\$ -**

EST. INITIAL INVESTMENT \$ 168,000

Justification for Equipment Replacement Fund Expenditure

72' Spider Lift insulated boom to be used throughout the Park and Recreational Facilities for repairs

Org-object-project	Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total
426670-49110	Bonding			\$ 168,000	\$ -		\$ 168,000
							\$ -
Total		\$ -	\$ -	\$ 168,000	\$ -	\$ -	\$ 168,000

Org-object-project	Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total
426670-49110	72' Spider Lift			\$ 168,000	\$ -		\$ 168,000
							\$ -
							\$ -
							\$ -
Total		\$ -	\$ -	\$ 168,000	\$ -	\$ -	\$ 168,000

Expenses less revenue -

How will this improve our service level or efficiency?

Necessary for services and maintenance requirements throughout the City of Green Bay Parks and Recreation areas

CITY OF GREEN BAY, WISCONSIN

Equipment replacement fund expenditure

2019-2023

Department
 Dept. Head
 Project Contact

Addition or replacement

Initial cost
 Anticipated Annual Maintenance Cost/Cost of Operation
 Maintenance Cost over 5 years

TOTAL INVESTMENT
 Est. Salvage value of former capital asset

EST. INITIAL INVESTMENT

Justification for Equipment Replacement Fund Expenditure

2020 - Skidsteer with 2050# lift capacity with cab and grapple bucket replacing unit 269, loader bobcat bought in 2005 with a useful life expectancy of 2019. Unit is no longer servicable.
 2022 - Skidsteer with 2050# lift cap with cab and grapple bucket replacing unit 155, loader with snowblower bought in 1999 with a useful life expectancy of 2013. Unit is no longer servicable.

Org-object-project	Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total
426670-49110	Bonding		\$ 48,000	\$ -			\$ 48,000
426630-49110	Bonding				\$ 53,000		\$ 53,000
Total		\$ -	\$ 48,000	\$ -	\$ 53,000	\$ -	\$ 101,000

Org-object-project	Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total
426670-49110	SKIDSTEER		\$ 48,000	\$ -			\$ 48,000
426630-49110	SKIDSTEER				\$ 53,000		\$ 53,000
							\$ -
							\$ -
Total		\$ -	\$ 48,000	\$ -	\$ 53,000	\$ -	\$ 101,000

Expenses less revenue -

How will this improve our service level or efficiency?

Necessary for services and maintenance requirements throughout the City of Green Bay Parks and Recreation areas

CITY OF GREEN BAY, WISCONSIN

Equipment replacement fund expenditure

2019-2023

Department **PRF**
 Dept. Head **D. Ditscheit**
 Project Contact **G. Barta**

Addition or replacement **Replace**

Initial cost **\$ 39,000**
 Anticipated Annual Maintenance Cost/Cost of Operation **\$ -**
 Maintenance Cost over 5 years **\$ -**

TOTAL INVESTMENT \$ 39,000
 Est. Salvage value of former capital asset **\$ -**

EST. INITIAL INVESTMENT \$ 39,000

Justification for Equipment Replacement Fund Expenditure

2020 - 14,000 GVW Dumptrailer replacing unit 257, Barta Trailer 947-12 bought in 1997. Unit is no longer servicable.
 2021 - Spiderlift trailer for the 72' boom. This trailer would allow us to transport the boom requested to different locations in order to have full accessibility for high altitude projects. This is an addition, not a replacement.
 2022 - 10,000 GVW Bobcat Trailer replacing unit 200, Bobcat trailer bought in 1992. Unit is no longer servicable.
 2023 - 10,000 GVW Bobcat Trailer replacing unit 194, bought in 2003 with a useful life expentancy of 2012. Unit is no longer servicable.

Org-object-project	Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total
426630-49110	Bonding		\$ 11,000	\$ -	\$ 7,000		\$ 18,000
426670-49110	Bonding			\$ 14,000		\$ 7,000	\$ 21,000
Total		\$ -	\$ 11,000	\$ 14,000	\$ 7,000	\$ 7,000	\$ 39,000

Org-object-project	Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total
426630-49110	DUMPTRAILER		\$ 11,000	\$ -			\$ 11,000
426670-49110	SPIDERLIFT TRAILER			\$ 14,000	\$ -		\$ 14,000
426630-49110	BOBCAT TRAILER				\$ 7,000		\$ 7,000
426670-49110	BOBCAT TRAILER					\$ 7,000	\$ 7,000
Total		\$ -	\$ 11,000	\$ 14,000	\$ 7,000	\$ 7,000	\$ 39,000

Expenses less revenue -

How will this improve our service level or efficiency?

Necessary for services and maintenance requirements throughout the City of Green Bay Parks and Recreation areas

CITY OF GREEN BAY, WISCONSIN

Equipment replacement fund expenditure

2019-2023

Department
 Dept. Head
 Project Contact

Addition or replacement

Initial cost
 Anticipated Annual Maintenance Cost/Cost of Operation
 Maintenance Cost over 5 years

TOTAL INVESTMENT
 Est. Salvage value of former capital asset

EST. INITIAL INVESTMENT

Justification for Equipment Replacement Fund Expenditure

Snowmobile replacing unit 40, bought in 1966 with a useful life expectancy. Unit is no longer servicable.

Org-object-project	Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total
426630-49110	Bonding					\$ 168,000	\$ 168,000
							\$ -
Total		\$ -	\$ -	\$ -	\$ -	\$ 168,000	\$ 168,000

Org-object-project	Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total
426630-49110	SHOWMOBILE					\$ 168,000	\$ 168,000
							\$ -
							\$ -
							\$ -
Total		\$ -	\$ -	\$ -	\$ -	\$ 168,000	\$ 168,000

Expenses less revenue

How will this improve our service level or efficiency?

This piece of equipment is used to generate revenue in the Recreation Department as well as utilization by the Recreation Staff for special events to include Kids Day, Playground Program activities and additionally Park and Recreation special events.

CITY OF GREEN BAY, WISCONSIN

Equipment replacement fund expenditure

2019-2023

Department PRF
Dept. Head D. Ditscheit
Project Contact G. Barta

Addition or replacement Replace

Initial cost \$ 45,000

Anticipated Annual Maintenance Cost/Cost of Operation \$ -

Maintenance Cost over 5 years \$ -

TOTAL INVESTMENT \$ 45,000

Est. Salvage value of former capital asset \$ -

EST. INITIAL INVESTMENT \$ 45,000

Justification for Equipment Replacement Fund Expenditure

250 CMF Towable Compressor replacing unit 26, Towable Compressor bought in 1999 with a useful life expectancy of 2008.
Unit is no longer servicable

Org-object-project	Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total
426630-49110	Bonding				\$ 45,000		\$ 45,000
							\$ -
Total		\$ -	\$ -	\$ -	\$ 45,000	\$ -	\$ 45,000

Org-object-project	Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total
426630-49110	TOWABLE COMPRESSOR				\$ 45,000		\$ 45,000
							\$ -
							\$ -
							\$ -
Total		\$ -	\$ -	\$ -	\$ 45,000	\$ -	\$ 45,000

Expenses less revenue -

How will this improve our service level or efficiency?

Necessary for services and maintenance requirements throughout the City of Green Bay Parks and Recreation areas

CITY OF GREEN BAY, WISCONSIN

Equipment replacement fund expenditure

2019-2023

Department PRF
 Dept. Head D. Ditscheit
 Project Contact G. Barta

Addition or replacement Replace

Initial cost \$ 65,000

Anticipated Annual Maintenance Cost/Cost of Operation \$ -

Maintenance Cost over 5 years \$ -

TOTAL INVESTMENT \$ 65,000

Est. Salvage value of former capital asset \$ -

EST. INITIAL INVESTMENT \$ 65,000

Justification for Equipment Replacement Fund Expenditure

Stump Grinder, towable replacing unit 118, SC802 Towable Stumper bought in 2001 with a useful life expectancy of 2010. Unit is no longer servicable

Org-object-project	Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total
426670-49110	Bonding			\$ 65,000	\$ -		\$ 65,000
							\$ -
Total		\$ -	\$ -	\$ 65,000	\$ -	\$ -	\$ 65,000

Org-object-project	Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total
426670-49110	STUMPGRINDER			\$ 65,000	\$ -		\$ 65,000
							\$ -
							\$ -
							\$ -
Total		\$ -	\$ -	\$ 65,000	\$ -	\$ -	\$ 65,000

Expenses less revenue -

How will this improve our service level or efficiency?

Necessary for services and maintenance requirements throughout the City of Green Bay Parks and Recreation areas. Forestry trims and maintains thousands of trees throughout the City of Green Bay including the Park and Recreation Facilities.

CITY OF GREEN BAY, WISCONSIN
Equipment replacement fund expenditure
2019-2023

Department PRF
 Dept. Head D. Ditscheit
 Project Contact G. Barta

Addition or replacement Replace

Initial cost \$ 98,000
 Anticipated Annual Maintenance Cost/Cost of Operation \$ -
 Maintenance Cost over 5 years \$ -

TOTAL INVESTMENT \$ 98,000
 Est. Salvage value of former capital asset \$ 2,090

EST. INITIAL INVESTMENT \$ 95,910

Justification for Equipment Replacement Fund Expenditure

70 HP Tractor replacing unit 201, Tractor with bucket bought in 2006 with a useful life expectancy of 2020. Unit is no longer servicable

Org-object-project	Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total
426630-49110	Bonding		\$ 98,000	\$ -			\$ 98,000
							\$ -
Total		\$ -	\$ 98,000	\$ -	\$ -	\$ -	\$ 98,000

Org-object-project	Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total
426360-49110	70 HP TRACTOR		\$ 98,000	\$ -			\$ 98,000
							\$ -
							\$ -
							\$ -
Total		\$ -	\$ 98,000	\$ -	\$ -	\$ -	\$ 98,000

Expenses less revenue -

How will this improve our service level or efficiency?

Necessary for services and maintenance requirements throughout the City of Green Bay Parks and Recreation areas.

CITY OF GREEN BAY, WISCONSIN
Equipment replacement fund expenditure
2019-2023

Department **PRF**
 Dept. Head **D. Ditscheit**
 Project Contact **G. Barta**

Addition or replacement **Replace**

Initial cost **\$ 24,000**
 Anticipated Annual Maintenance Cost/Cost of Operation **\$ -**
 Maintenance Cost over 5 years **\$ -**

TOTAL INVESTMENT \$ 24,000
 Est. Salvage value of former capital asset **\$ -**

EST. INITIAL INVESTMENT \$ 24,000

Justification for Equipment Replacement Fund Expenditure

Sport Utility Vehicle AWD replacing unit 65, Ford Transit Connect bought in 2013 with a useful life expectancy of 2022.
 Unit is no longer servicable

Org-object-project	Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total
426630-49110	Bonding			\$ 24,000			\$ 24,000
							\$ -
	Total	\$ -	\$ -	\$ 24,000	\$ -	\$ -	\$ 24,000

Org-object-project	Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total
426630-49110	SPORT UTILITY VEHICLE			\$ 24,000			\$ 24,000
							\$ -
							\$ -
							\$ -
	Total	\$ -	\$ -	\$ 24,000	\$ -	\$ -	\$ 24,000

Expenses less revenue -

How will this improve our service level or efficiency?

Necessary for services and maintenance requirements throughout the City of Green Bay Parks and Recreation areas to include Triangle Hill which requires a AWD vehicle for access

CITY OF GREEN BAY, WISCONSIN
Equipment replacement fund expenditure
2019-2023

Department PRF
 Dept. Head D. Ditscheit
 Project Contact G. Barta

Addition or replacement Addition

Initial cost \$ 78,000
 Anticipated Annual Maintenance Cost/Cost of Operation \$ -
 Maintenance Cost over 5 years \$ -

TOTAL INVESTMENT \$ 78,000
 Est. Salvage value of former capital asset \$ -

EST. INITIAL INVESTMENT \$ 78,000

Justification for Equipment Replacement Fund Expenditure

2020 - Toolcat with broom, snow blower and turbine blower. Currently we service 67 Parks in addition to the Metro Boat Launch, City deck as well as other areas through out the City Green Bay. This piece of equipment is needed to continue our level of service.
 2022 - Toolcat with broom and snowblower replacing unit 233, Bobcat bought in 2008 with a useful life expectancy of 2022. Unit is no longer servicable.

Org-object-project	Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total
426630-49110	Bonding		\$ 78,000	\$ -	\$ 76,000		\$ 154,000
							\$ -
	Total	\$ -	\$ 78,000	\$ -	\$ 76,000	\$ -	\$ 154,000

Org-object-project	Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total
426630-49110	TOOLCAT		\$ 78,000	\$ -	\$ 76,000		\$ 154,000
							\$ -
							\$ -
							\$ -
	Total	\$ -	\$ 78,000	\$ -	\$ 76,000	\$ -	\$ 154,000

Expenses less revenue -

How will this improve our service level or efficiency?

Necessary for services and maintenance requirements throughout the City of Green Bay Parks and Recreation areas

CITY OF GREEN BAY, WISCONSIN
Equipment replacement fund expenditure
2019-2023

Department **Police**
 Dept. Head **Chief Smith**
 Project Contact **Rick Jurkanis**

Addition or replacement **Replacement**

Initial cost **\$ 677,500**
 Anticipated Annual Maintenance Cost/Cost of Operation **\$ -**
 Maintenance Cost over 5 years **\$ -**
TOTAL INVESTMENT **\$ 677,500**
 Est. Salvage value of former capital asset **\$ -**

EST. INITIAL INVESTMENT **\$ 677,500**

Justification for Equipment Replacement Fund Expenditure

Annual Replacement

Org-object-project	Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total
101300-55140	Bonding	\$ 104,500	\$ 177,000	\$ 169,500	\$ 112,000	\$ 114,500	\$ 677,500
							\$ -
Total		\$ 104,500	\$ 177,000	\$ 169,500	\$ 112,000	\$ 114,500	\$ 677,500

Org-object-project	Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total
101300-55140	Hand Held radios (20/yr)	\$ 70,000	\$ 72,000	\$ 74,000	\$ 76,000	\$ 78,000	\$ 370,000
101300-55140	Mobile radios (5/yr)	\$ 22,500	\$ 23,000	\$ 23,500	\$ 24,000	\$ 24,500	\$ 117,500
101300-55140	Interview Room Camera Sys			\$ 60,000			\$ 60,000
101300-55140	Security Camera replacment	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 12,000	\$ 60,000
101300-55140	Accident Recon/Crime Scene software		\$ 70,000				\$ 70,000
Total		\$ 104,500	\$ 177,000	\$ 169,500	\$ 112,000	\$ 114,500	\$ 677,500

Expenses less revenue

How will this improve our service level or efficiency?

Annual replacement schedule due to life expectancy of equipment

Fleet Replacement Projects by Year

Department	Project Name	2019	2020	2021	2022	2023	Total
General Levy:							
Comm. Dev.	Vehicle #222 - 4-door Crossover	\$	30,000			\$	30,000
	Vehicle #223 - 4-door Crossover		30,000				30,000
	Vehicle #202 - 4-door Crossover			32,000			32,000
	Vehicle #225 - 4-door Crossover			32,000			32,000
	Vehicle #219 - 4-door Crossover				34,000		34,000
	Vehicle #221 - 4-door Crossover				34,000		34,000
	Vehicle #201 - 4-door Crossover					36,000	36,000
	Vehicle #208 - 4-door Crossover					36,000	36,000
Community Development Total		\$ -	\$ 60,000	\$ 64,000	\$ 68,000	\$ 72,000	\$ 264,000
Fire	3 Staff Vehicles	\$	116,250			\$	116,250
	Ambulance 471		276,000			\$	276,000
	Hazardous Materials Squad 452		890,000				890,000
	1 Staff Vehicle		38,750				38,750
	1 Support Vehicle			52,093		53,604	105,697
	MedTec Vehicle			347,288			347,288
	Ambulance 421			289,406			289,406
	Hazardous Materials Squad 451			347,288			347,288
	Fire Engine 471			709,856			709,856
	Command Vehicle 411			607,753			607,753
	Operations Vehicle BC411			91,163			91,163
	Ambulance 451			303,877			303,877
	Ambulance 461			303,877			303,877
	1 Command Vehicle				95,721		95,721
	Ambulance 431				319,070		319,070
	Ambulance 481				319,070		319,070
	Fire Engine 481				745,348		745,348
	Fire Engine 441					782,616	782,616
	Ambulance 471					335,024	335,024
Fire Total		\$ 1,321,000	\$ 1,036,075	\$ 2,077,301	\$ 1,479,209	\$ 1,332,056	\$ 7,245,641
Parks/Rec/Forestry	3/4 Ton Reg Cab 4x4 w/Tommylift	\$	35,000			\$	35,000
	3/4 Ton Reg Cab 4x4 w/Plow		37,000				37,000
	3/4 Ton Reg Cab 4x4 w/Tommylift			38,000			38,000
	3/4 Ton Reg Cab 4x4 w/Tommylift						
	26,000 GVW FlatBed Truck		94,000	97,000		103,000	294,000
	33,000 GVW Truck with 8x16 Chipper		104,000				104,000
	3/4 Ton Reg Cab 4x4 w/Body and Crar		44,000				44,000
	3/4 Ton Reg Cab 4x4 w/Flatbed, Salter & Plow			64,000			64,000
	4x2 Pickup w/Reg Cab			29,000			29,000
	1/2 Ton Ext Cab 4x2 Pickup			30,000			30,000
	1/2 Ton 4x2 Pickup			29,000			29,000
	1/2 Ton 4x4 Ext Cab Pickup			31,000	31,000	30,000	92,000
	SUV				25,000	26,000	51,000
	SUV				25,000		25,000
	33,000 GVW Truck w/Dump Body				108,000		108,000
	3/4 Ton Reg Cab w/Service Body Cap					42,000	42,000
Parks and Recreation Total		\$ 382,000	\$ 228,000	\$ 119,000	\$ 189,000	\$ 201,000	\$ 1,119,000
Police	Squads (15/yr)	\$	540,000	\$	542,000	\$	544,000
	General Vehicles		125,000		126,000		127,000
	Humane Truck w/Insert					50,000	50,000
	4X4 Truck (2 total)				30,000	30,000	60,000
Police Total		\$ 665,000	\$ 668,000	\$ 671,000	\$ 704,000	\$ 757,000	\$ 3,465,000
Transit	4 Replacement Buses	\$	-	\$	-	\$	400,000
Transit Total		\$ -	\$ -	\$ 400,000	\$ 410,000	\$ 420,000	\$ 1,230,000
General Levy Fleet Totals		\$ 2,368,000	\$ 1,992,075	\$ 3,331,301	\$ 2,850,209	\$ 2,782,056	\$ 13,323,641

CITY OF GREEN BAY, WISCONSIN
FLEET FUND EXPENDITURE
Budget Year: 2019 - 2023

Department: Community & Economic Development
 Dept. Head: Kevin Vonck
 Project Contact:

	Fleet #	
Description of Vehicle or Machinery:		Replacement Vehicles
Addition or Replacement:		
Initial Cost	\$	264,000
Anticipated Annual Maintenance Cost/Cost of Operation		
Maintenance Cost Over 5 years	\$	-
TOTAL INVESTMENT	\$	264,000
Est. Salvage Value of Former Capital Asset		
EST. INITIAL INVESTMENT	\$	264,000

Justification for Fleet Expenditure	

Fund-Obj.-Project	Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total
	Bonding	\$ -	\$ 60,000	\$ 64,000	\$ 68,000	\$ 72,000	\$ 264,000
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Total	\$ -	\$ 60,000	\$ 64,000	\$ 68,000	\$ 72,000	\$ 264,000

Fund-Obj.-Project	Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total
	Vehicle #222 - 4-door Crossover	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ 30,000
	Vehicle #223 - 4-door Crossover	\$ -	\$ 30,000	\$ -	\$ -	\$ -	\$ 30,000
	Vehicle #202 - 4-door Crossover	\$ -	\$ -	\$ 32,000	\$ -	\$ -	\$ 32,000
	Vehicle #225 - 4-door Crossover	\$ -	\$ -	\$ 32,000	\$ -	\$ -	\$ 32,000
	Vehicle #219 - 4-door Crossover	\$ -	\$ -	\$ -	\$ 34,000	\$ -	\$ 34,000
	Vehicle #221 - 4-door Crossover	\$ -	\$ -	\$ -	\$ 34,000	\$ -	\$ 34,000
	Vehicle #201 - 4-door Crossover	\$ -	\$ -	\$ -	\$ -	\$ 36,000	\$ 36,000
	Vehicle #208 - 4-door Crossover	\$ -	\$ -	\$ -	\$ -	\$ 36,000	\$ 36,000
	Total	\$ -	\$ 60,000	\$ 64,000	\$ 68,000	\$ 72,000	\$ 264,000

How will this improve our service level and efficiency?	

CITY OF GREEN BAY, WISCONSIN
FLEET FUND EXPENDITURE
Budget Year: 2019 - 2023

Department: Fire
 Dept. Head: David Litton
 Project Contact:

Fleet #
 Description of Vehicle or Machinery:
 Addition or Replacement:

Initial Cost \$
 Anticipated Annual Maintenance Cost/Cost of Operation
 Maintenance Cost Over 5 years \$

TOTAL INVESTMENT \$

Est. Salvage Value of Former Capital Asset

EST. INITIAL INVESTMENT \$

Justification for Fleet Expenditure

Fund-Obj.-Project	Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total
	Bonding	\$ 116,250	\$ 52,093	\$ -	\$ -	\$ 53,604	\$ 221,947
	Bonding	\$ 276,000	\$ 347,288	\$ 60,775	\$ 95,721	\$ 160,812	\$ 940,596
	Bonding	\$ 890,000	\$ 289,406	\$ 709,856	\$ 638,140	\$ 782,616	\$ 3,310,018
	Bonding	\$ 38,750	\$ 347,288	\$ -	\$ -	\$ -	\$ 386,038
	Bonding	\$ -	\$ -	\$ 607,753	\$ 745,348	\$ 335,024	\$ 1,688,125
	Bonding	\$ -	\$ -	\$ 91,163	\$ -	\$ -	\$ 91,163
	Bonding	\$ -	\$ -	\$ 303,877	\$ -	\$ -	\$ 303,877
	Bonding	\$ -	\$ -	\$ 303,877	\$ -	\$ -	\$ 303,877
	Total	\$ 1,321,000	\$ 1,036,075	\$ 2,077,301	\$ 1,479,209	\$ 1,332,056	\$ 7,245,641

Fund-Obj.-Project	Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total
	3 Staff Vehicles	\$ 116,250	\$ -	\$ -	\$ -	\$ 160,812	\$ 277,062
	Ambulance 471	\$ 276,000	\$ -	\$ -	\$ -	\$ -	\$ 276,000
	Hazardous Materials Squad 452	\$ 890,000	\$ -	\$ -	\$ -	\$ -	\$ 890,000
	1 Staff Vehicle	\$ 38,750	\$ -	\$ -	\$ -	\$ -	\$ 38,750
	1 Support Vehicle, Van	\$ -	\$ 52,093	\$ 60,775	\$ -	\$ 53,604	\$ 166,472
	MedTec Vehicle	\$ -	\$ 347,288	\$ -	\$ -	\$ -	\$ 347,288
	Ambulance 421	\$ -	\$ 289,406	\$ -	\$ -	\$ -	\$ 289,406
	Hazardous Materials Squad 451	\$ -	\$ 347,288	\$ -	\$ -	\$ -	\$ 347,288
	Fire Engine 471	\$ -	\$ -	\$ 709,856	\$ -	\$ -	\$ 709,856
	Command Vehicle 411	\$ -	\$ -	\$ 607,753	\$ -	\$ -	\$ 607,753
	Operations Vehicle BC411	\$ -	\$ -	\$ 91,163	\$ -	\$ -	\$ 91,163
	Ambulance 451	\$ -	\$ -	\$ 303,877	\$ -	\$ -	\$ 303,877
	Ambulance 461	\$ -	\$ -	\$ 303,877	\$ -	\$ -	\$ 303,877
	1 Command Vehicle	\$ -	\$ -	\$ -	\$ 95,721	\$ -	\$ 95,721
	Ambulance 431	\$ -	\$ -	\$ -	\$ 319,070	\$ -	\$ 319,070
	Ambulance 481	\$ -	\$ -	\$ -	\$ 319,070	\$ -	\$ 319,070
	Fire Engine 481	\$ -	\$ -	\$ -	\$ 745,348	\$ -	\$ 745,348
	Fire Engine 441	\$ -	\$ -	\$ -	\$ -	\$ 782,616	\$ 782,616
	Ambulance 471	\$ -	\$ -	\$ -	\$ -	\$ 335,024	\$ 335,024
	Total	\$ 1,321,000	\$ 1,036,075	\$ 2,077,301	\$ 1,479,209	\$ 1,332,056	\$ 7,245,641

How will this improve our service level and efficiency?

CITY OF GREEN BAY, WISCONSIN

FLEET FUND EXPENDITURE

Budget Year: 2019 - 2023

Department: PRF
 Dept. Head: D. Ditscheit
 Project Contact: G. Barta

Fleet #	
Description of Vehicle or Machinery:	Various Vehicles
Addition or Replacement:	
Initial Cost	\$ 1,119,000
TOTAL INVESTMENT	\$ 1,119,000
Est. Salvage Value of Former Capital Asset	
EST. INITIAL INVESTMENT	\$ 1,119,000

Justification for Fleet Expenditure

2019 - 3/4 Ton Regular Cab 4x4 w/Tommylift replacing unit 26, 3/4 ton pickup with flatbed bought in 1999 with a useful life expectancy of 2008. Unit is no longer servicable. This vehicle is used for pruning of trees for safety purposes.

2019 - 3/4 Ton Regular Cab 4x4 w/plow replacing unit 31, 1998 E150 Van that has exceeded the recommended useful life. Vehicle is necessary for daily operation of Park & Rec facilities and is also used in the winter to flood hockey and ice rink for resident utilization.

2019 - 3/4 Ton Regular Cab 4x4 w/Tommylift replacing unit 67, Transit Connect XLT utilized by the Parks & Rec Forestry Dept Parts Clerk. Current vehicle has limitations in the pickup and delivery of larger parts needed in vehicles and surrounding parks as well as Bay Beach Park Ride replacement park delivery.

2019 - 3/4 Ton Regular Cab 4x4 w/Tommylift replacing unit 90, 3/4 ton P/U with flatbed bought in 1994 with a useful life expectancy of 2003. Unit is no longer servicable. This vehicle will ensure we have the necessary equipment to perform daily maintenance and operation of the Green Bay City Parks.

2019 - 33,000 GVW Truck with 8x16 chipper box with hoist replacing unit 38, 2 ton Chipper Truck bought in 2000 with a useful life expectancy of 2011. Unit is no longer servicable.

2019 - 3/4 Ton Regular Cab 4x4 w/Body and Crane replacing unit 44, GMC K2500 bought in 2004 with a useful life expectancy of 2013. Unit is no longer servicable.

2020 - 3/4 Ton Regular Cab 4x4 w/Flatbed, Salter & Plow replacing unit 95, 3/4 Ton P/U purchased in 1996 with a useful life expectancy of 2007. Unit is no longer servicable. This truck was originally gifted by DPW and has been utilized and serviced by the Parks Dept.

2020 - 26,000 GVW FlatBed Truck replacing unit 1, 2-Ton Truck/Dump bought in 1998 with a useful life expectancy of 2009. Unit is no longer servicable.

2020 - 3/4 Ton Regular Cab 4x4 w/Tommylift replacing unit 42, 3/4 ton P/U bought in 2002 with a useful life expectancy of 2011. Unit is no longer servicable.

2020 - 4x2 Pickup w/Regular Cab replacing unit 81, 4x4 pickup bought in 2006 with a useful life expectancy of 2015. Unit is no longer servicable.

2021 - 1/2 Ton 4x2 Pickup Extended Cab replacing unit 66, Ford XLT Transit Connect XLT bought in 2013 with a useful life expectancy of 2022. Unit is no longer servicable.

2021 - 1/2 Ton 4x2 Pickup replacing unit 54, 4x4 pickup with long box bought in 2006 with a useful life expectancy of 2015. Unit is no longer servicable.

2021 - 1/2 Ton 4x2 Pickup replacing unit 56, 4x4 pickup with short box bought in 2006 with a useful life expectancy of 2015. Unit is no longer servicable.

2021 - 1/2 Ton 4x4 Extended Cab Pickup with cap replacing unit 47, 4x4 Pickup truck w/long box bought in 2004 with a useful life expectancy of 2013. Unit is no longer servicable.

2022 - SUV replacing unit 1, Ford Focus bought in 2001 with a useful life expectancy of 2020. Unit is no longer servicable. Vehicle will be used primarily at City Hall to allow pickup of parts and maintenance equipment for necessary upkeep of the facility.

2022 - SUV replacing unit 2, Ford Focus bought in 2001 with a useful life expectancy of 2026. Unit is no longer servicable. Unit is necessary for inspection and assistance throughout the City of Green Bay Parks & Rec areas by Recreational Supervisor.

2022 - 1/2 Ton 4x2 Extended Cab Pickup replacing unit 64, Transit Connect CLT bought in 2013 with a useful life expectancy of 2022. Unit is no longer servicable.

2022 - 33,000 GVW Truck w/Dump Body replacing unit 17, Ford F750 Pickup Truck with dump body bought in 2001 with a useful life expectancy of 2015. Unit is no longer servicable.

2023 - SUV replacing unit 68, Ford Transit Connect Van bought in 2013 with a useful life expectancy of 2022. Unit is no longer servicable.

2023 - 1/2 Ton Pickup 4x4 with extended cab replacing unit 15, Ford F150 Pickup bought in 2011 with a useful life expectancy of 2020. Unit is no longer servicable.

2023 - 3/4 ton regular cab 4x4 w/service body cap replacing unit 94, 3/4 ton P/U With flatbed bought in 1994 with a useful life expectancy of 2004. Unit is no longer servicable.

2023 - 26,000 GVW truck with Flatbed and Hoist replacing unit 61, 4x2 Flatbed Truck W/Hoist bought in 2007 with a useful life expectancy of 2018. Unit is no longer servicable.

Fund-Obj-Project	Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total
426630-49110	Bonding	\$ 35,000	\$ 64,000	\$ 30,000	\$ 25,000	\$ 26,000	\$ 180,000
426630-49110	Bonding	\$ 37,000	\$ 97,000	\$ 29,000	\$ 25,000	\$ 30,000	\$ 218,000
426630-49110	Bonding	\$ 33,000	\$ 38,000	\$ 29,000	\$ 31,000	\$ 42,000	\$ 173,000
426630-49110	Bonding	\$ 35,000	\$ 29,000	\$ 31,000		\$ 103,000	\$ 198,000
426630-49110	Bonding	\$ 94,000	\$ -				\$ 94,000
426670-49110	Bonding	\$ 104,000	\$ -		\$ 108,000		\$ 212,000
426630-49110	Bonding	\$ 44,000	\$ -				\$ 44,000
Total		\$ 382,000	\$ 228,000	\$ 119,000	\$ 189,000	\$ 201,000	\$ 1,119,000

Fund-Obj-Project	Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total
426360-49110	3/4 Ton Reg Cab 4X4 w/Tommylift	\$ 35,000					\$ 35,000
426630-49110	3/4 Ton Reg Cab 4x4 w/Plow	\$ 37,000					\$ 37,000
426630-49110	3/4 Ton Reg Cab 4x4 w/Tommylift	\$ 33,000	\$ 38,000				\$ 71,000
426630-49110	3/4 Ton Reg Cab 4x4 w/Tommylift	\$ 35,000					\$ 35,000
426630-49110	26,000 GVW FlatBed Truck	\$ 94,000	\$ 97,000			\$ 103,000	\$ 294,000
426670-49110	33,000 GVW Truck with 8x16 Chipper Box	\$ 104,000					\$ 104,000
426630-49110	3/4 Ton Reg Cab 4x4 w/Body and Crane	\$ 44,000					\$ 44,000
426630-49110	3/4 Ton Reg Cab 4x4 w/Flatbed, Salter & Plow		\$ 64,000				\$ 64,000
426630-49110	4x2 Pickup w/Reg Cab		\$ 29,000	\$ 29,000			\$ 58,000
426630-49110	1/2 Ton Ext Cab 4x2 Pickup			\$ 30,000			\$ 30,000
426630-49110	1/2 Ton 4x2 Pickup			\$ 29,000			\$ 29,000
426630-49110	1/2 Ton 4x4 Ext Cab Pickup			\$ 31,000	\$ 31,000	\$ 30,000	\$ 92,000
426630-49110	SUV				\$ 25,000	\$ 26,000	\$ 51,000
426630-49110	SUV				\$ 25,000		\$ 25,000
426670-49110	33,000 GVW Truck w/Dump Body				\$ 108,000		\$ 108,000
426630-49110	3/4 Ton Reg Cab w/Service Body Cap					\$ 42,000	\$ 42,000
Total		\$ 382,000	\$ 228,000	\$ 119,000	\$ 189,000	\$ 201,000	\$ 1,119,000

How will this improve our service level and efficiency?

Necessary for services and maintenance requirements throughout the City of Green Bay Parks and Recreation areas.

CITY OF GREEN BAY, WISCONSIN
FLEET FUND EXPENDITURE
Budget Year: 2019 - 2023

Department **Police**
 Dept. Head **Chief Smith**
 Project Contact **Rick Jurkanis**

Fleet #
 Addition or replacement **Replacement**

Initial cost **\$ 3,465,000**

Anticipated Annual Maintenance Cost/Cost of Operation **\$ -**

Maintenance Cost over 5 years **\$ -**

Description of Vehicle or Machinery:

Annual vehicle replacement schedule-includes auction proceeds

TOTAL INVESTMENT \$ 3,465,000

Est. Salvage value of former capital asset **\$ -**

EST. INITIAL INVESTMENT \$ 3,465,000

Justification for Fleet Expenditure

Annual replacment schedule to maximize trade in value and limit repair costs

Org-object-project	Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total
101300-55140	Tax Levy or Bonding	\$ 665,000	\$ 668,000	\$ 671,000	\$ 704,000	\$ 757,000	\$ 3,465,000
							\$ -
Total		\$ 665,000	\$ 668,000	\$ 671,000	\$ 704,000	\$ 757,000	\$ 3,465,000

Org-object-project	Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total
101300-55140	Squads (15/year)	\$ 540,000	\$ 542,000	\$ 544,000	\$ 546,000	\$ 548,000	\$ 2,720,000
101300-55140	General Vehicles (5/year)	\$ 125,000	\$ 126,000	\$ 127,000	\$ 128,000	\$ 129,000	\$ 635,000
101300-55140	Humane Truck with Insert					\$ 50,000	\$ 50,000
101300-55140	4X4 Truck (2 total)				\$ 30,000	\$ 30,000	\$ 60,000
Total		\$ 665,000	\$ 668,000	\$ 671,000	\$ 704,000	\$ 757,000	\$ 3,465,000

Expenses less revenue **-**

How will this improve our service level or efficiency?

Maximize trade in value and limit repair costs/time

CITY OF GREEN BAY, WISCONSIN
FLEET FUND EXPENDITURE
Budget Year: 2019 - 2023

Department: TRANSIT
 Dept. Head: Patty Kiewiz
 Project Contact:

Fleet #

Description of Vehicle or Machinery: Replacement Buses

Addition or Replacement:

Initial Cost \$ 1,230,000

Anticipated Annual Maintenance Cost/Cost of Operation

Maintenance Cost Over 5 years \$ -

TOTAL INVESTMENT \$ 1,230,000

Est. Salvage Value of Former Capital Asset

EST. INITIAL INVESTMENT \$ 1,230,000

Justification for Fleet Expenditure

2021 - Replace Vehicle # 901, 902, 903 & 904

2022 - Replace Vehicle # 905, 906, 907 & 908

2023 - Replace Vehicle # 909, 1101, 1102 & 1103

Fund-Org.-Object-Project	Funding Sources	FY '19	FY '20	FY '21	FY '22	FY '23	Total
	Bonding	\$ -	\$ -	\$ 400,000	\$ 410,000	\$ 420,000	\$ 1,230,000
	Total	\$ -	\$ -	\$ 400,000	\$ 410,000	\$ 420,000	\$ 1,230,000

Fund-Org.-Object-Project	Expenditures	FY '19	FY '20	FY '21	FY '22	FY '23	Total
	4 Replacement Buses	\$ -	\$ -	\$ 400,000	\$ 410,000	\$ 420,000	\$ 1,230,000
	Total	\$ -	\$ -	\$ 400,000	\$ 410,000	\$ 420,000	\$ 1,230,000

How will this improve our service level and efficiency?



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # R.4.

To proceed as directed in closed session on licensing the Green Bay Electronics Record Program (GERP) to Brown County.

The Council may convene in closed session pursuant to Section 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 Council may thereafter reconvene in open session pursuant to Section 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
Finance Committee
of the City of Green Bay

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # R.5.

To receive and place on file the report of the Claim Committee.

The 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 Council may thereafter reconvene in open session pursuant to Section 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

- I. CONFIDENTIAL Claims Committee Rpt May 2019



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # S.I.

To refer to staff to work with user group to develop a plan and fundraising goal for installing pickleball courts on the west side of Green Bay and bring the recommendation back to the Park Committee for discussion.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # S.2.

To receive and place on file the request by Ald. Wery to discuss the progress and future plans for Little League and Babe Ruth ballfield facilities on the west side of Green Bay.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # S.3.

To proceed as directed in closed session on the purchase of 1705 East Shore Circle (Parcel 21-439) for the expansion of Bay Beach Amusement Park.

The 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 Council may thereafter reconvene in open session pursuant to Section 19.82(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

BACKGROUND

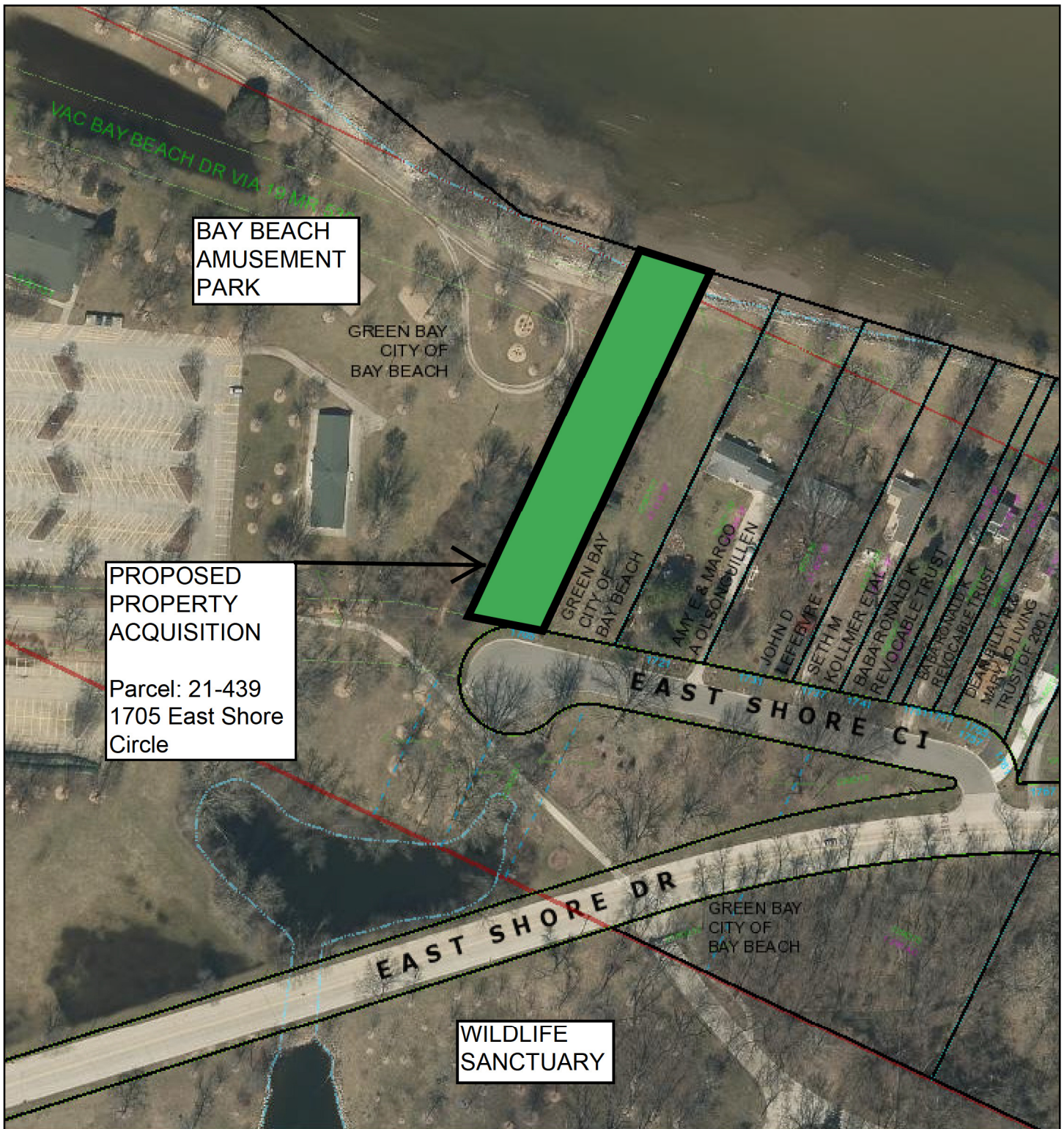
RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Proposed Property Acquisition Map Final

Proposed Property Acquisition



5/10/2019 8:48:02 AM

Trail

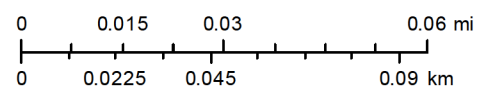
Major Highways large scale labeling

Street Centerline Name1 labeling

Street Centerline Name2 labeling

Street Centerline Name3 labeling

1:1,800



Brown County Municipalities
Brown County
Brown County WI



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # S.4.

To refer to City Council with no recommendation on the request by Ald. Lefebvre that as the Park Department has no policy on notification of residence/neighbors of major additions or alterations that would directly affect them, I'm therefore asking for a policy or ordinance be put in place.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Ald. Communication - Notification Policy



PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY

Date of Council Meeting: May 21, 2019

Request of Alderperson Kathy Lefebvre

Refer to: Park Board

Please state clearly the action requested. Requests should be turned in at the City Clerk's Office by 10:00 AM on the Thursday before a Council meeting. For late communications, present this form to the City Clerk after the request is read.

As the Park Dept. has no policy on notification of residence / neighbors of major additions, alterations that would directly affect them, I'm there for asking for a policy / ordinance put in place.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # S.5.

To receive and place on file the request by Ald. Wery to discuss how to enable free WIFI access (or increased bandwidth) during all city committee and council meetings, or always have free WIFI at City Hall.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Ald. Communication - WIFI



PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY

Date of Council Meeting: 5-21-19

Request of Alderperson WE RY

Refer to: Parks

Please state clearly the action requested. Requests should be turned in at the City Clerk's Office by 10:00 AM on the Thursday before a Council meeting. For late communications, present this form to the City Clerk after the request is read.

Discuss ^{how} to Enable free WIFI access (or increased bandwidth)
during all city committee & council meetings.

OR

Always have free WIFI at City Hall,



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # S.6.

To approve a resolution in support of a DNR Stewardship grant application for \$625,000 to construct a beach, pier, boardwalk, bathhouse and parking lot at Bay Beach Amusement Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Bay Beach Resolution
2. DNR Grant Application - Bay Beach

**RESOLUTION AUTHORIZING APPLICATIONS
FOR OUTDOOR RECREATION AIDS FOR THE
BAY BEACH SWIMMING BEACH, WILDLIFE VIEWING PLATFORM, WATERFRONT
TRAIL/BOARDWALK, BATHHOUSE WITH CONCESSION STAND AND PARKING LOT
CONSTRUCTION**

June 12, 2019

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, it is the desire of the Common Council for the City of Green Bay, a municipal corporation, to develop lands for public outdoor recreation purposes as described in the attached application; and

WHEREAS, the project is described as Bay Beach Swimming Beach, Wildlife Viewing Platform, Waterfront Trail/Boardwalk, Bathhouse with Concession Stand and Parking Lot Construction, described on the attached application cover sheet; and

WHEREAS, financial aid is required to carry out the project; and

NOW, THEREFORE, BE IT RESOLVED, the Common Council for the City of Green Bay will budget a sum sufficient to complete the project or acquisition and hereby authorizes the Director of the Parks, Recreation and Forestry Department, or a designee, to act on behalf of the City of Green Bay to:

- Submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
- Submit reimbursement claims along with necessary supporting documentation within 6 months of project completion date;
- Submit signed documents; and
- Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED, the Common Council for the City of Green Bay will comply with state or federal rules for the programs; will keep the facilities open to the general public during reasonable hours consistent with the type of facility; and will obtain from the State of Wisconsin Department of Natural Resources or the National Park Service approval in writing before any change is made in the use of the project site.

Adopted _____, 2019

Approved _____, 2019

Eric Genrich, Mayor

Kris A. Teske, Clerk

Stewardship Local Assistance, Federal Land & Water Conservation Fund, & Recreational Trails Program Grant Application

Form 8700-191 (R 01/18)

Page 1 of 5

Notice: Use of this form is required by the Department of Natural Resources (DNR) for any application filed pursuant to ss. NR 50.06, NR 50.21, and NR 51, Subchapters XI-XV, Wis. Adm. Code. Personal identifiable information will only be used in conjunction with the programs listed above. If you have any questions contact your local community service specialist. Personally identifiable information provided on this form will be used for program administration and will be available to requesters as required under Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats.].

Applicant		Individual Authorized to Act on Behalf of Applicant	
City of Green Bay		Kaurie Mihm	
Street or PO Box		Title	
100 North Jefferson Street, Room 510		Park Planner	
City, State, Zip Code		Telephone Number	Fax Number
Green Bay, Wisconsin, 54301		(920) 448-3382	(920) 448-3393
County		E-Mail Address	
Brown		kauriemi@greenbaywi.gov	

Mail Check to (If different from applicant):

Name	Address		
Organization:	City	State	ZIP Code

Section 1: Project Information

Project Title: Bay Beach Swimming Beach, Pier and Trail/Boardwalk						Financial Summary													
Project Type: (select one) ☒ Development ☐ Acquisition ☐ Rehabilitation ☐ Maintenance						Total Project Costs	Grant Request (up to 50%)												
						\$7,000,000	\$625,000												
Project Location <table border="1"> <tr> <th>Township</th> <th>Range</th> <th>Section</th> <th>¼</th> <th>¼ ¼</th> <th>County</th> </tr> <tr> <td>24 N</td> <td>21</td> <td>20</td> <td>SE</td> <td>SW</td> <td>Brown</td> </tr> </table>						Township	Range	Section	¼	¼ ¼	County	24 N	21	20	SE	SW	Brown	Sponsor Match Sources:	
						Township	Range	Section	¼	¼ ¼	County								
24 N	21	20	SE	SW	Brown														
GPS Coordinates: Lat: 44.532593 Long: -87.980497						Sponsor Funds:													
						Cash \$ 5,000,000 Force Account Labor Force Account Equipment Force Account Materials													
Congressional/Legislative District Numbers <table border="1"> <tr> <th>WI Senate</th> <th>WI Assembly</th> <th>US Congress</th> </tr> <tr> <td>30</td> <td>90</td> <td>8</td> </tr> </table>						WI Senate	WI Assembly	US Congress	30	90	8	Donations (Non-Governmental)							
						WI Senate	WI Assembly	US Congress											
30	90	8																	
D-U-N-S # 074797028						Land \$ 1,000,000 Cash Labor Materials Equipment													
						Other \$ 375,000													
						Total Sponsor Match:	\$6,375,000												



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # S.7.

To approve a resolution in support of a DNR Stewardship grant application for \$123,000 for the purchase and installation of a pedestrian bridge in the Baird Creek Greenway.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Baird Creek Resolution
2. DNR Grant Application - BC Bridge

**RESOLUTION AUTHORIZING APPLICATIONS
FOR OUTDOOR RECREATION AIDS FOR THE
BAIRD CREEK GREENWAY BRIDGE**

June 12, 2019

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, it is the desire of the Common Council for the City of Green Bay, a municipal corporation, to develop lands for public outdoor recreation purposes as described in the attached application; and

WHEREAS, the project is described as Baird Creek Greenway Bridge, described in the attached application; and

WHEREAS, financial aid is required to carry out the project; and

NOW, THEREFORE, BE IT RESOLVED, the Common Council for the City of Green Bay will budget a sum sufficient to complete the project or acquisition and hereby authorizes the Director of the Parks, Recreation and Forestry Department, or a designee, to act on behalf of the City of Green Bay to:

- Submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
- Submit reimbursement claims along with necessary supporting documentation within 6 months of project completion date;
- Submit signed documents; and
- Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED, the Common Council for the City of Green Bay will comply with state or federal rules for the programs; will keep the facilities open to the general public during reasonable hours consistent with the type of facility; and will obtain from the State of Wisconsin Department of Natural Resources or the National Park Service approval in writing before any change is made in the use of the project site.

Adopted _____, 2019

Approved _____, 2019

Eric Genrich, Mayor

Kris A. Teske, Clerk

Stewardship Local Assistance, Federal Land & Water Conservation Fund, & Recreational Trails Program Grant Application

Form 8700-191 (R 01/18)

Page 1 of 5

Notice: Use of this form is required by the Department of Natural Resources (DNR) for any application filed pursuant to ss. NR 50.06, NR 50.21, and NR 51, Subchapters XI-XV, Wis. Adm. Code. Personal identifiable information will only be used in conjunction with the programs listed above. If you have any questions contact your local community service specialist. Personally identifiable information provided on this form will be used for program administration and will be available to requesters as required under Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats.].

Applicant		Individual Authorized to Act on Behalf of Applicant	
City of Green Bay		Kaurie Mihm	
Street or PO Box		Title	
100 North Jefferson Street, Room 510		Park Planner	
City, State, Zip Code		Telephone Number	Fax Number
Green Bay, WI, 54301		(920) 448-3382	(920) 448-3393
County		E-Mail Address	
Brown		kauriemi@greenbaywi.gov	

Mail Check to (if different from applicant):

Name		Address	
Organization:		City	State ZIP Code

Section 1: Project Information

Project Title: Baird Creek Greenway Bridge						Financial Summary																			
Project Type: (select one) ☒ Development ☐ Acquisition ☐ Rehabilitation ☐ Maintenance						Total Project Costs	Grant Request (up to 50%)																		
						\$246,000	\$123,000																		
Project Location <table border="1"> <tr> <th>Township</th> <th>Range</th> <th>Section</th> <th>¼</th> <th>¼ ¼</th> <th>County</th> </tr> <tr> <td>24 N</td> <td>21</td> <td>34</td> <td>SE</td> <td>SW</td> <td>Brown</td> </tr> </table> GPS Coordinates: Lat 44.502307 Long -87.938092 Congressional/Legislative District Numbers <table border="1"> <tr> <th>WI Senate</th> <th>WI Assembly</th> <th>US Congress</th> </tr> <tr> <td>30</td> <td>88</td> <td>8</td> </tr> </table>						Township	Range	Section	¼	¼ ¼	County	24 N	21	34	SE	SW	Brown	WI Senate	WI Assembly	US Congress	30	88	8	Sponsor Match Sources: Sponsor Funds: Cash \$ 93,000 Force Account Labor Force Account Equipment Force Account Materials Donations (Non-Governmental) Land \$ 30,000 Cash Labor Materials Equipment Other \$	
						Township	Range	Section	¼	¼ ¼	County														
						24 N	21	34	SE	SW	Brown														
						WI Senate	WI Assembly	US Congress																	
						30	88	8																	
						Total Sponsor Match:		\$123,000																	

D-U-N-S # 074797028



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # S.8.

To approve accepting a \$100,000 grant from the Wisconsin Coastal Management Program for the construction of the shoreline improvement project at Bay Beach Amusement Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # S.9.

To approve hiring Ruekert & Mielke for \$37,500 to complete storm water management engineering for Bay Beach Amusement Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Stormwater Management - RFP Summary

Bay Beach Amusement Park

Stormwater Management Engineering Services – Request for Quotes

Consultant	Price
Ruekert & Mielke	\$37,500.00
McMahon Group	\$112,950.00
Robert E Lee & Associates	\$149,400.00



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # T.I.

To hold request by Ald. Galvin to examine and determine salary and benefits for the Oak Learning Center at the Wildlife Sanctuary to see if other funding sources can be used to get their pay and benefits closer to GBAPS salaries and benefits.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Personnel Committee Memo - WLS Oak Learning Center Employee Salary and Benefits 6-11-19
2. 4K Teacher-Naturalist Health Dental 2019

MEMORANDUM



Human Resources Department

To: Personnel Committee

From: Joseph W. Faulds, Human Resources Director

Re: WLS Oak Learning Center Employee Benefits

Date: June 11, 2019

Costs of Benefits for the WLS 4k Teacher and Naturalist Positions

The City has two (2) Teacher positions and two (2) Naturalist positions at the WLS 4k Oak Learning Center. The salary and benefit costs for all of the positions are attached to this memo. If the Common Council decides to add benefits to the four positions, then the cost will be at least \$64,263.17 for the 2020 budget.

The City receives funding from the Green Bay School District on a per student basis to fund the salaries for the four positions. The previous funding per student was \$2,300 which will increase to \$2,500 this upcoming year. The additional funds that the City receives this year will be used for any additional furnishing that the new building may need, additional 4k supplies and equipment, and hopefully to save and build up funds to pay for a new exploration area.

At this time there are no funding sources from the Parks Department or any other City Department to fund these positions.

**4K TEACHER AND 4K NATURALIST
HEALTH & DENTAL COSTS FOR 1 YEAR OF COVERAGE**

Benefit	Monthly Premium	Employee Monthly Rate	Employer Monthly Rate	Employer Annual Cost Per Position	Employer Annual Cost (4) Positions
Family Coverage - Employee Pays 12.5%					
Health	\$1,543.90	\$192.99	\$1,350.91	\$16,210.95	\$70,287.84
Humana Dental	\$129.62	\$16.20	\$113.42	\$1,361.01	
				\$17,571.96	
Family Coverage Prorated @ 80% FTE - Employee Pays 20%					
Health	\$1,543.90	\$308.78	\$1,235.12	\$14,821.44	\$64,263.17
Humana Dental	\$129.62	\$25.92	\$103.70	\$1,244.35	
				\$16,065.79	
Single Coverage - Employee Pays 12.5%					
Health	\$637.38	\$79.67	\$557.71	\$6,692.49	\$28,561.26
Humana Dental	\$42.65	\$5.33	\$37.32	\$447.83	
				\$7,140.32	
Single Coverage Prorated @ 80% FTE - Employee Pays 20%					
Health	\$637.38	\$127.48	\$509.90	\$6,118.85	\$26,113.15
Humana Dental	\$42.65	\$8.53	\$34.12	\$409.44	
				\$6,528.29	

*Vision Insurance - there is no cost to the City, the full premium is paid by the employee.
Premium rates range from \$2.94 to \$11.02 bi-weekly.

Position		Salary	FICA/Medicare	WRS/Medicare	Annual Salary	Annual Salary + Benefits		
4K Teachers							Per Position	For 2 Positions
		\$ 37,576.80		\$ 7,874.49	\$ 45,451.29	Salary + Fam Cov @ 12.5%	\$ 63,023.25	\$ 126,046.50
		\$ 37,576.80		\$ 7,874.49	\$ 45,451.29	Salary + Fam Cov @ 80% FTE	\$ 61,517.08	\$ 123,034.16
					\$ 90,902.58	Salary + Single Cov @ 12.5%	\$ 52,591.61	\$ 105,183.21
						Salary + Single Cov @ 80% FTE	\$ 51,979.58	\$ 103,959.16
Naturalist								
		\$ 22,533.84	\$ 10,345.91		\$ 32,879.75	Salary + Fam Cov @ 12.5%	\$ 50,451.71	\$ 100,903.42
		\$ 22,533.84	\$ 10,345.91		\$ 32,879.75	Salary + Fam Cov @ 80% FTE	\$ 48,945.54	\$ 97,891.08
					\$ 65,759.50	Salary + Single Cov @ 12.5%	\$ 40,020.07	\$ 80,040.13
						Salary + Single Cov @ 80% FTE	\$ 39,408.04	\$ 78,816.08



Report to the
Public Arts Commission
of the City of Green Bay

MEETING DATE

June 18, 2019

PREPARED BY

Laura Schley, Staff

AGENDA ITEM # U.I.

To approve the Annual Grant Program application from No Limits to the amount of \$600.

BACKGROUND

No Limits is a collaboration between ASPIRO, CP and Curative Connections. They are requesting between \$600 and \$1500 to assist in funding the *Dream Without Limits* mural.

In partnership with Beau Thomas, On Broadway, and a variety of Broadway businesses are currently searching for the mural location to be placed in downtown Green Bay.

This mural will be included as part of No Limits Week (July 22-26). During No Limits Week; ASPIRO, CP and Curative Connections will also be collaborating on daily joint programming and awareness/fundraising initiatives throughout Northeast Wisconsin.

Following the recommended Annual Grant Program fund disbursement calendar, until the end of May, the Green Bay Public Arts Commission has \$600 available for granting. The next granting cycle from June to the end of September recommends a disbursement total of \$4,500.

RECOMMENDATION

Staff recommends approval of the Annual Grant Program application from No Limits, subject to minor revisions.

FISCAL IMPACT

ATTACHMENTS

1. A_Application_No Limits Mural
2. B_Attachments_No Limits Mural
3. AGP Commissioner Grading Form_ No Limits Mural

ANNUAL GRANT PROGRAM APPLICATION

Green Bay Public Arts Commission
City of Green Bay
Dept. of Community and Economic Development
100 North Jefferson Street - Room 608
Green Bay, WI 54301-5026
Phone: (920).448.3142
Fax: (920).448.3426
<http://greenbaywi.gov/pac>



GREEN BAY
PUBLIC ARTS
COMMISSION

NAME OF ARTIST/ARTIST TEAM OR ORGANIZATION: No Limits Week "Dream Without Limits"
APPLICANT/ORGANIZATION NAME: No Limits - A Collaboration of CP, ASPIRO
STREET ADDRESS: 2801 S Webster Ave GB, 54301 Curative Connections
MAILING ADDRESS (IF DIFFERENT): _____
CITY: Green Bay STATE: WI ZIP CODE: 54301
TELEPHONE (DAYS): (920) 246-3285
E-MAIL ADDRESS: csherman@wearecp.org
PROJECT TITLE: "Dream Without Limits" Mural
WHERE PROJECT WILL OCCUR: Downtown Green Bay, Broadway District
START DATE: July 1, 2019 END DATE: July 26, 2019
ESTIMATED TOTAL COST: \$4,000 ADDITIONAL INCOME: _____
AMOUNT REQUESTED FROM GBPAC: \$600 - \$1,500

WHAT IS YOUR EXPERIENCE WITH EXHIBITING, PERFORMING OR PROGRAMMING PUBLIC ART? (In addition to the below description, remember to attach several examples of previous work - Maximum of 4 examples.)

See attached i

IN THE SPACE PROVIDED, BRIEFLY DESCRIBE YOUR PROJECT: (Additional pages may be attached: 1 full page maximum.)

See attached

PROJECT OBJECTIVE:

DO YOU HAVE THE NECESSARY INSURANCE FOR THIS PROJECT? (Please circle one.)

YES

NO

DO YOU HAVE THE NECESSARY PERMITS FOR THIS PROJECT? (Please circle one.)

YES

NO

No Limits
APPLICANT NAME/ ORGANIZATION:

Up to \$1,500
TOTAL REQUESTED FROM GBPAC:

PROPOSED BUDGET FOR GREEN BAY PUBLIC ARTS COMMISSION GRANT

PROJECT EXPENSES Applicants may attach budget details IN ADDITION to this completed form.

In-Kind Expenses - Must equal In-Kind Income (defined on pg. 4)	Amount
<u>TBD</u>	
TOTAL	

(Please indicate via check box below if GBPAC funds will be used for the expense listed.)

Supplies/Materials	Amount	Check off
<u>Beau Thomas time + material</u>	<u>\$4,000.</u>	☒
TOTAL	<u>\$4,000</u>	

Publicity/Postage	Amount	Check off
<u>NA</u>	<u>0</u>	
TOTAL	<u>0</u>	

Services/Fees/Rentals	Amount	Check off
<u>NA</u>	<u>0</u>	
TOTAL		

Honorary/Personnel	Amount	Check off
<u>NA</u>	<u>0</u>	
TOTAL	<u>0</u>	

Travel/Other Expenses	Amount	Check off
<u>NA</u>	<u>0</u>	
TOTAL	<u>0</u>	

Total Expenses must equal Total Income on Page 4

TOTAL EXPENSES	<u>\$4,000.00</u>
----------------	-------------------

PROJECT INCOME

In-Kind Contributions - Must equal In-Kind Expenses (item, source, amount) *	Amount
ON Broadway, Inc.	TBD
TOTAL	—

Committed Funds (donors and amount)	Amount
NO LIMITS COMMITTEE	\$1,000.00
TOTAL	

Anticipated Funding (donor and amount)	Amount
SOUP Grant	\$1,000.00
Art Sponsor (ASKE in progress)	\$500.00
TOTAL	

GBPAC Grant Funds Requested	TOTAL	\$1,500.00
-----------------------------	-------	------------

Total Income must equal Total Expenses from Page 3	TOTAL INCOME	\$4,000.00
--	--------------	------------

* IN-KIND is defined as non-cash donations of goods and services such as labor, facilities, or equipment to carry out a project. Typically, skilled or professional labor can be valued at the prevailing rate that the individual making the donation has a record of receiving in the field. For example Grantee X counts donation of Venue Y at Venue Y's normal rental rate and the donation of their set designer at the designer's average wage of \$17.00 per hour x's the number of hours they will work on the project. If audited, these amounts could be verified, by showing the posted rental agreement for Venue Y and previous pay stubs of the set designer.

Grants MAY be used for artists' fees, legally required royalties, production expenses, space rental, marketing costs, purchase of expendable materials, required insurance, city-related expenses such as street closures and police/fire protection. GBPAC grants CANNOT be used to fund prizes or awards, scholarships, tuition, permanent equipment, travel outside of Green Bay, refreshments and/or debts incurred for past activities.

NO LIMITS | “DREAM WITHOUT LIMITS” MURAL

May 2018

WHAT IS YOUR EXPERIENCE WITH EXHIBITING, PERFORMING OR PROGRAMMING PUBLIC ART? (In addition to the below description, remember to attach several examples of previous work)

While CP, ASPIRO and Curative Connections, as nonprofits have limited experience with exhibiting, performing or programming public art, our partnership with the Beau Thomas provides the necessary history and expertise to facilitate a successful piece.

Born and raised in Green Bay, Wisconsin, Beau Thomas has created art for the streets as well as the galleries. At 28 years old, Thomas owns and operates his mural company - Trackside Design LLC. He has completed more than 100 murals, including projects for Red Bull, Badger State Brewing Company and the Green Bay Area Public School District. His paintings have also been on display at the Neville Public Museum, UWGB's Lawton Gallery, as well as exhibits in Dubuque, Iowa and Los Angeles, California. Beau's full portfolio can be found at TracksideDesign.com.

PROJECT OBJECTIVE:

Symbols help us see the world.

Symbols provide direction: →

Invoke a feeling: ☺

Remind us to grab an umbrella: ☁

And to take care of our planet: ♻



The International Symbol of Access is the world's most recognized symbol of disability. It's looked the same since 1968. We see it every day. *And it in no way represents anyone with a disability. At all.*



Which is why we're changing things. Yet, it's about more than just a symbol. It's about making a cultural change in the way disabilities are understood. And it starts with getting to know people with disabilities and all of the ways they enrich our community.

No Limits is a collaboration of the largest disability service agencies in the Green Bay area: ASPIRO, CP and Curative Connections. Our purpose is to showcase the abilities of people who otherwise would be labeled as having a disability and highlight the enrichment they bring to our community.

For the week of July 22-26, our agencies will be collaborating on daily joint programming and awareness/fundraising initiatives throughout Northeast Wisconsin. As a part of that awareness week, we are in the process of imagining and planning a public mural in downtown Green Bay with Beau Thomas, outlined below.

BRIEFLY DESCRIBE YOUR PROJECT.

Oftentimes, despite the critics, the doctors, and a general public misconception of individuals with disabilities - our clients at CP, ASPIRO and Curative Connections achieve success in the face of adversity. Sometimes, it comes in the form of people like Anna, diagnosed with Cerebral Palsy, who was told by her doctors that she would never walk. At 26-years-old, with more spunk than most people, Anna has taken her first, single step, on her own. Or its kid's like Keith. Keith was recently diagnosed with Speech and Global Apraxia, which means he is completely nonverbal. A week ago, Keith was introduced to a "talker," and all of a sudden, his first words, were "thank you."

The "Dream without Limits" mural celebrates those successes in the face of adversity and brings to light the enrichment that people with disabilities bring to the community, which often goes unnoticed. Symbolically, it breaks through barriers that most would classify as impossible.

More than that though, the mural will act as an inspiration for anyone who has their own dream; encouraging them to do so, chasing whatever it is they desire, without hesitation.

In partnership with Beau, On Broadway, and a variety of Broadway businesses, we are excited to bring this movement and this artwork to downtown Green Bay. The only remaining tasks? Finding the perfect location and including the Green Bay Public Arts Commission as a part of our team.



ANNUAL GRANT PROGRAM – SCORING FORM

Applicant: No Limits

Project: *Dream Without Limits* Mural

May 22, 2019

FACTOR	MAX POINTS	Commission Score	Notes
ALIGNMENT WITH STRATEGY	20		
Enhances environment of public space	5		
Safe to the public	5		
Design/idea is relevant to community	5		
Applicant demonstrates experience in public art with previous work/examples	5		
DESIGN AND THEME	20		
Overall form and character	5		
Ideas fully explored throughout piece	5		
Project is accessible to all	5		
High potential to reach targeted audiences	5		
ORIGINALITY	15		
Creativity of design/idea	5		
Originality of design/idea	5		
Engaging to audience	5		
BUDGET	5		
Applicant has realistically assessed their costs	5		
TOTAL POINTS POSSIBLE	60		

Do you approve of this project?

Yes

No

Maybe

If you answered yes, what \$ amount do you wish to award? If you answered maybe, please explain why. Reminder: the maximum award amount is \$1,500.

Final Comments/Questions:



Report to the
Public Arts Commission
of the City of Green Bay

MEETING DATE

June 18, 2019

PREPARED BY

Laura Schley, Staff

AGENDA ITEM # U.2.

To recommend selecting art submissions # B1, D1, F1, G1, G3, J2, K1, L1, L6 for the Military Avenue Utility Box Artwork project.

BACKGROUND

The Military Avenue Utility Box Art project was approved during the February 2019 meeting of the Green Bay Public Arts Commission (GBPAC). The Military Avenue Business District (MABD) had expressed interest in utilizing artwork on utility boxes within the district and requested the assistance of the GBPAC.. The installation of up to three art vinyl wrapped utility boxes will be located within Military Avenue. MABD is providing funds to establish this program within Military Avenue.

Since the project approval, a Call for Artists was released for two months. Staff received submissions from 13 artists with over 60 artworks to select from.

The GBPAC has agreed to assist in reviewing the community submissions and narrow them down to between six - ten designs. From these six - ten images, MABD may select up to three final designs to be developed into vinyl wraps to be applied to select boxes within the Military Avenue Business District.

RECOMMENDATION

Staff is recommending the selection of six - ten recommended artworks for MABD to select from for the Military Avenue Utility Box Artwork project.

FISCAL IMPACT

ATTACHMENTS

1. Military Utility Box Call for Artist
2. Military Ave Utility Box Submissions - Full Collection
3. Military Ave Utility Box Submission - Artist A
4. Military Ave Utility Box Submission - Artist B
5. Military Ave Utility Box Submission - Artist C
6. Military Ave Utility Box Submission - Artist D
7. Military Ave Utility Box Submission - Artist E
8. Military Ave Utility Box Submission - Artist F
9. Military Ave Utility Box Submission - Artist G
10. Military Ave Utility Box Submission - Artist H
11. Military Ave Utility Box Submission - Artist I
12. Military Ave Utility Box Submission - Artist J

13. Military Ave Utility Box Submission - Artist K
14. Military Ave Utility Box Submission - Artist L
15. Military Ave Utility Box Submission - Artist M

ART POWER UTILITY BOX ART PROGRAM

Green Bay Public Arts Commission
City of Green Bay
Dept. of Community and Economic Development
100 North Jefferson Street - Room 608
Green Bay, WI 54301-5026
Phone: (920).448.3142
Fax: (920).448.3426
<http://greenbaywi.gov/pac>

Military Avenue Business District
425 S. Military Avenue Suite 206
Green Bay, WI 54301-5026
Phone: (920).544.9503
<https://militaryave.org/>

DEADLINE
May 12th, 2019



BEFORE



AFTER



Photo courtesy of San Leandro Utility Box Program

CALL FOR ENTRIES

The Green Bay Public Arts Commission (GBPAC) is assisting the Green Bay Military Avenue Business District to place artwork within Military Avenue. We are seeking visual artists to submit their artwork for possible placement on utility boxes located on Military Avenue. ARTPOWER will give Green Bay artists the opportunity to transform ordinary objects of urban infrastructure into something fun and unique, enhancing our public spaces.

Chosen artists will be expected to submit their images in a high resolution digital format upon request (not at time of application). Artists will be paid a \$200 licensing fee for rights to use their image on the utility box and in promotional materials.

This program is intended to highlight, encourage and promote Green Bay artists by giving them the opportunity to present their artwork publicly.

SELECTION PROCESS

The GBPAC and members from Military Avenue Business Improvement District will review applications and invite up to 3 final artists to provide high resolution images (for enlargement to at least 6' x 4'). Final selected artists will each receive a licensing fee of \$200 per image upon completion of an art release/waiver. Location, layout, and length of artwork installation will be determined by the City of Green Bay and members from Military Avenue Business Improvement District. GBPAC and Military Avenue have the right to decline all submissions and retract this call for entries for any reason at any time.

HOW TO SUBMIT

All application materials must be received via email or physical copy by 5:00pm on May 12, 2019. Applicants with technical limitations, and for general questions, please contact the Public Arts Coordinator: laurasc@greenbaywi.gov

GBPAC

GREEN BAY
PUBLIC ARTS
COMMISSION

Our mission is to focus on the creation and preservation of public art, and ensuring equal access for all to enjoy and engage with public artwork in Green Bay.



Military Avenue, Inc. exists to create an environment that supports the continued success of the businesses and neighborhoods in the Military Avenue district located on the west side of Green Bay.

ART POWER UTILITY BOX ART PROGRAM

APPLICATION SUBMISSION

All applicants are encouraged to contact the Public Arts Coordinator (laurasc@greenbaywi.gov) prior to submittal to discuss their application. Submit the following materials (NOTE: Use label style shown in *italics*, replace *JDoe* with your first initial and last name.)

- A. Cover Letter: including Artist's Name, home address, email address, telephone number, as well as a statement of interest and brief description of the artwork. One page maximum - standard type.
A_Cover_JDoe.pdf
- B. Image List: including information on title, size, and media of artwork. *B_Imagelist_JDoe.pdf*
- C. Work Samples: up to 10 images per artist will be reviewed. *C_Worksample1_JDoe.jpg*,
C_Worksample2_JDoe.jpg, etc.

All application materials listed above must be received via email by 5:00 pm on the day of the deadline. Applicants with technical limitations, please contact the Public Arts Coordinator laurasc@greenbaywi.gov. Submit your application materials as an attachment in an email.

To do so, use the following steps:

1. Open a new email message window in your preferred email program.
2. Click on the menu item with a paperclip icon that says "Attach a file" or something similar (e.g., "Attach Files")
3. Select your files/folders you wish to attach and click "Open" or "Choose File" or another similar button to attach the file to your email.
4. Continue composing your email and send(Send the email to laurasc@greenbaywi.gov with a subject line of: AGP Application – John Doe)

GUIDELINES FOR ART SELECTION

The GBPAC and members from Military Avenue Business Improvement District will select artists based upon the following considerations:

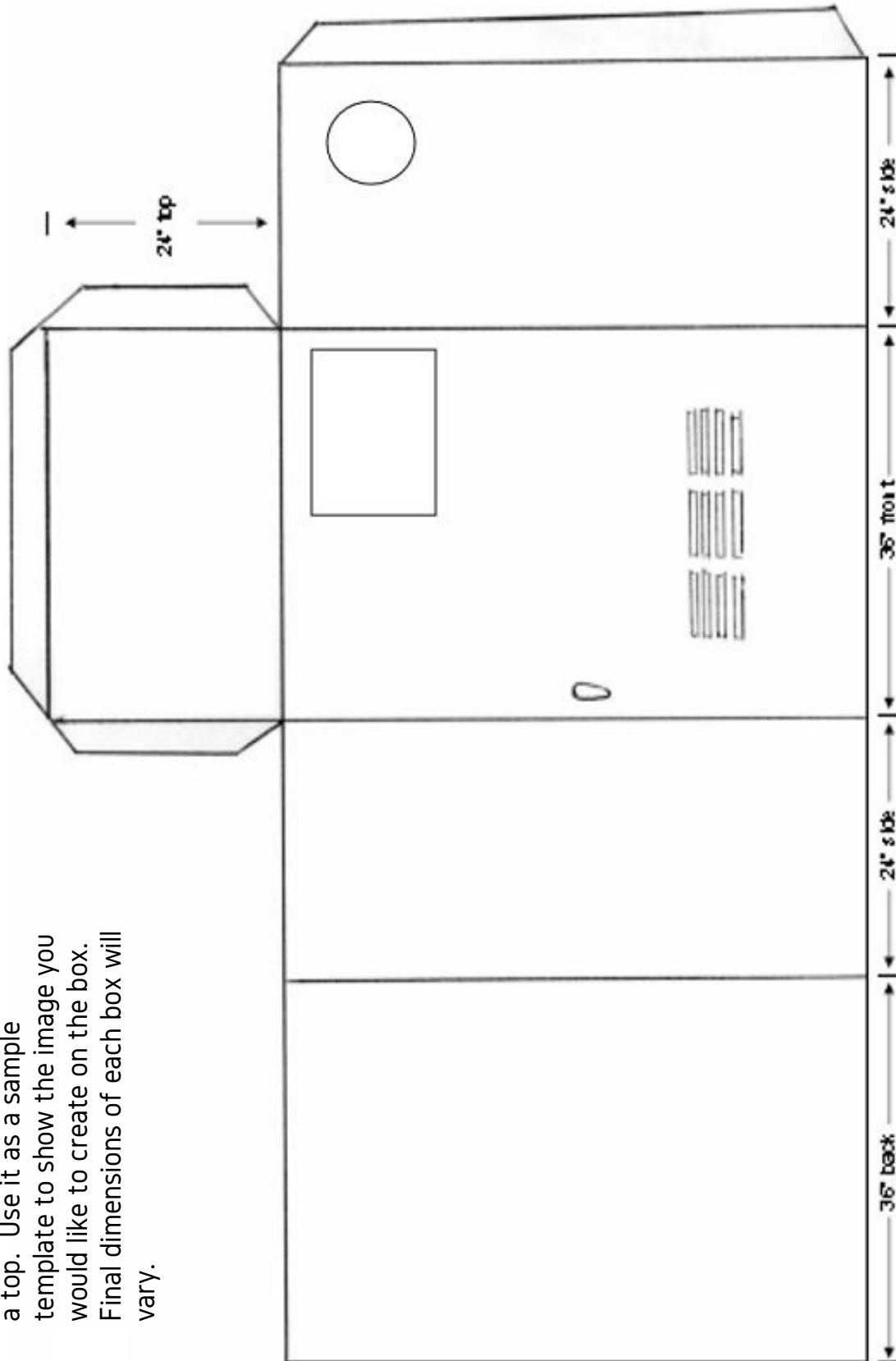
- The images submitted are high quality, engaging, positive, and reflect concepts of Green Bay, pride, community, diversity, patriotism, unity, and togetherness.
- There are no legible logos, words, letters or numbers that could constitute a sign in the right-of-way.
- The design submitted does not promote or advertise a particular community group or organization.
- Artists must be over 18 years of age and consider themselves to be professional artists.
- Art submitted for consideration should be able to translate well to a utility box wrap, such that parts of the image may be repeated, doubled, flipped, or even removed to accommodate openings, keyholes, protrusions and other general design constraints that come with wrapping a utilitarian utility box that is a working part of the City's infrastructure.

TEMPLATE OF TYPICAL UTILITY BOX SIZES AND DIMENSIONS

The utility boxes chosen for this program require between approximately 42 - 62 square feet of coverage depending upon box size and configuration:

- General dimensions of a utility box wrapped area of approximately 42 sq ft is 36" wide x 18" deep x 48" high.
- General dimensions of a utility box wrapped area of approximately 62 sq ft is 44" wide x 26" deep x 54" high.

This is a diagram of a typical utility box showing four sides and a top. Use it as a sample template to show the image you would like to create on the box. Final dimensions of each box will vary.



ART LICENSE RELEASE FOR UTILITY BOX ART PROGRAM

ONLY FILL OUT AND SUBMIT THIS FORM, UPON REQUEST IF YOUR WORK IS SELECTED FOR PLACEMENT.

Name: _____

Address: _____

Phone Number: _____

Email Address: _____

Title of Art released for use by the City of Green Bay for the Utility Box Art Program:

Image 1: _____ 6: _____

Image 2: _____ 7: _____

Image 3: _____ 8: _____

Image 4: _____ 9: _____

Image 5: _____ 10: _____

Attach images as Exhibit "A"

I declare and agree as follows:

I am the owner of the images named above and attached to this Release as Exhibit A. I own all intellectual property rights to these images and I am legally authorized to sign this release. I warrant the image are not presently under option and/or have not been purchased by a third party that will object to their use by the City of Green Bay and Military Avenue Business Improvement District for this project.

I agree to indemnify, defend and hold harmless the City of Green Bay, its elected officials, officers and employees free and harmless from any and all claims, damages, costs and liabilities, arising out of any alleged infringement or violation of any intellectual property or other rights, as a result of my submission of the images to the City, or City's duplication and/or use of the images for any purpose associated with the Utility Box Art Program, including promotional use. This indemnity obligation applies to claims of infringement or violation alleged by me, and/or any and all other persons or entities. Any reproduction use by the city will include attribution to the artist.

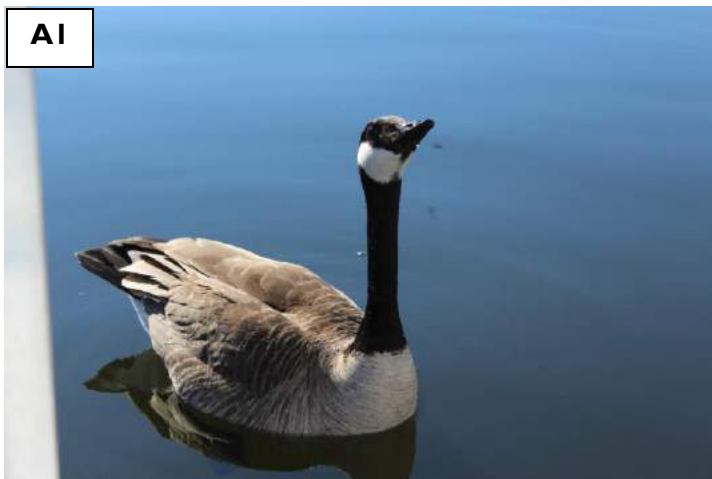
I agree to a license fee of \$200 per image to grant the City of Green Bay and Military Avenue Business Improvement District a worldwide, non-exclusive, license to use, reproduce, distribute, publish, display these images in any and all media known or hereafter developed (including, without limitation, print, broadcast, and Internet), for all legitimate business purposes including advertising and promotional activities associated with their use as part of the Utility Box Art Program, including but not limited to placement and display in the public right-of-way. I declare that the foregoing is true and correct and that I have fully read and understand this Release. I understand that by signing this Release I am giving up important legal rights.

Signed: _____ Date: _____

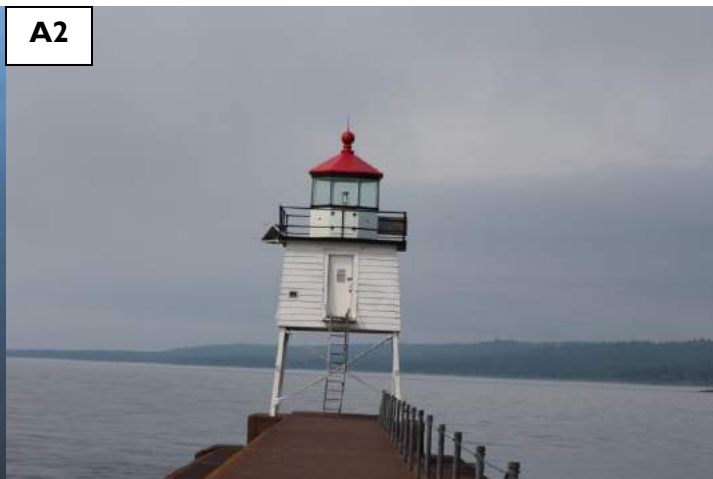
Print Name: _____

Artist: A

A1



A2



A3



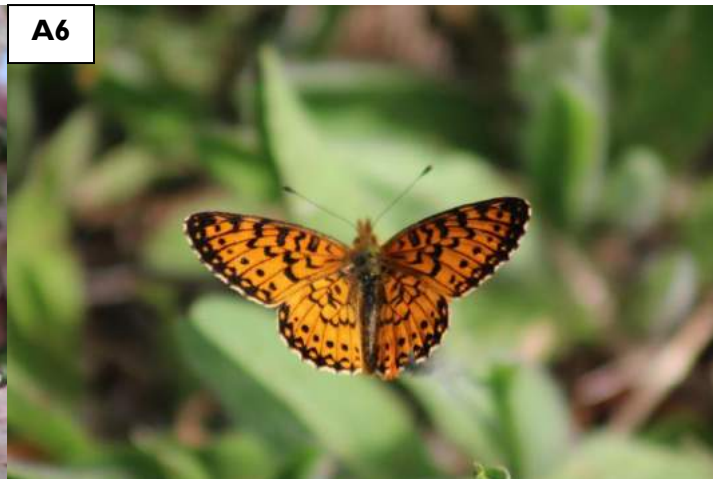
A4



A5



A6



Artist: A Continued

A7



A8



A9



A10



Artist: B

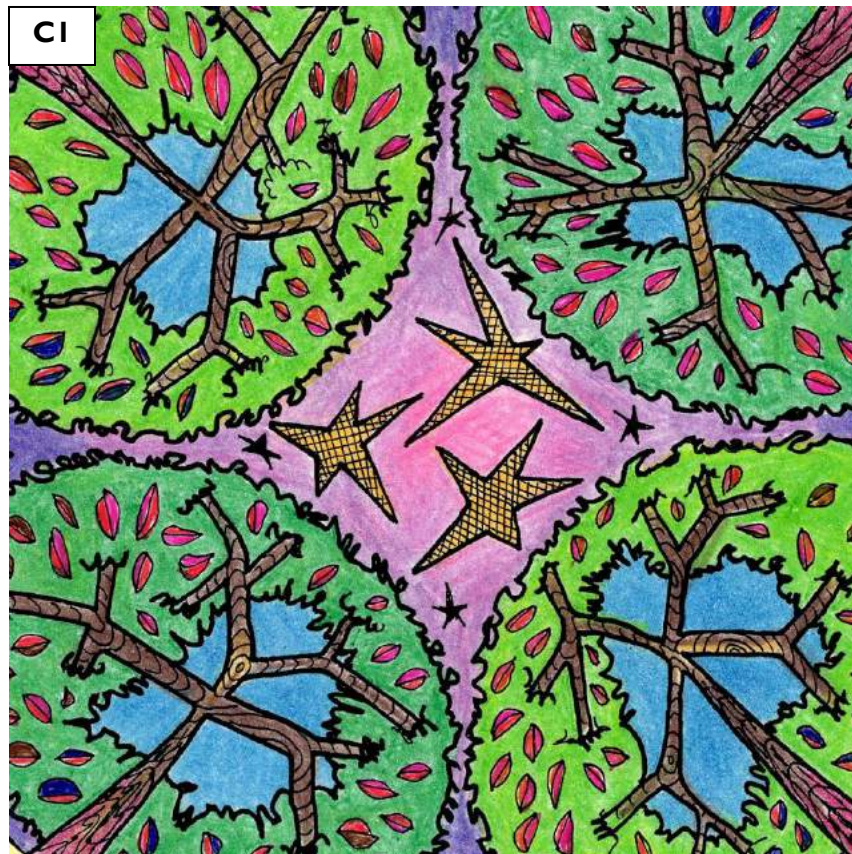


Artist: B Continued

B Diagram



Artist: C



This is a diagram of a typical utility box showing four sides and a top. Use it as a sample template to show the image you would like to create on the box. Final dimensions of each box will vary.

CI Diagram

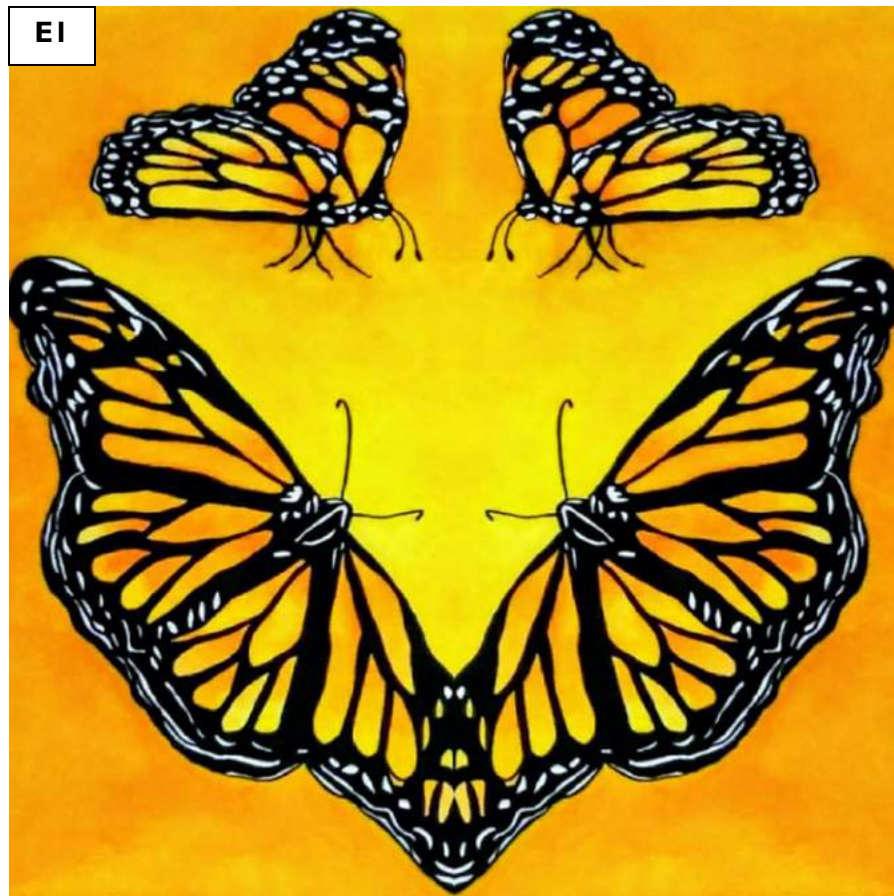


Artist: D

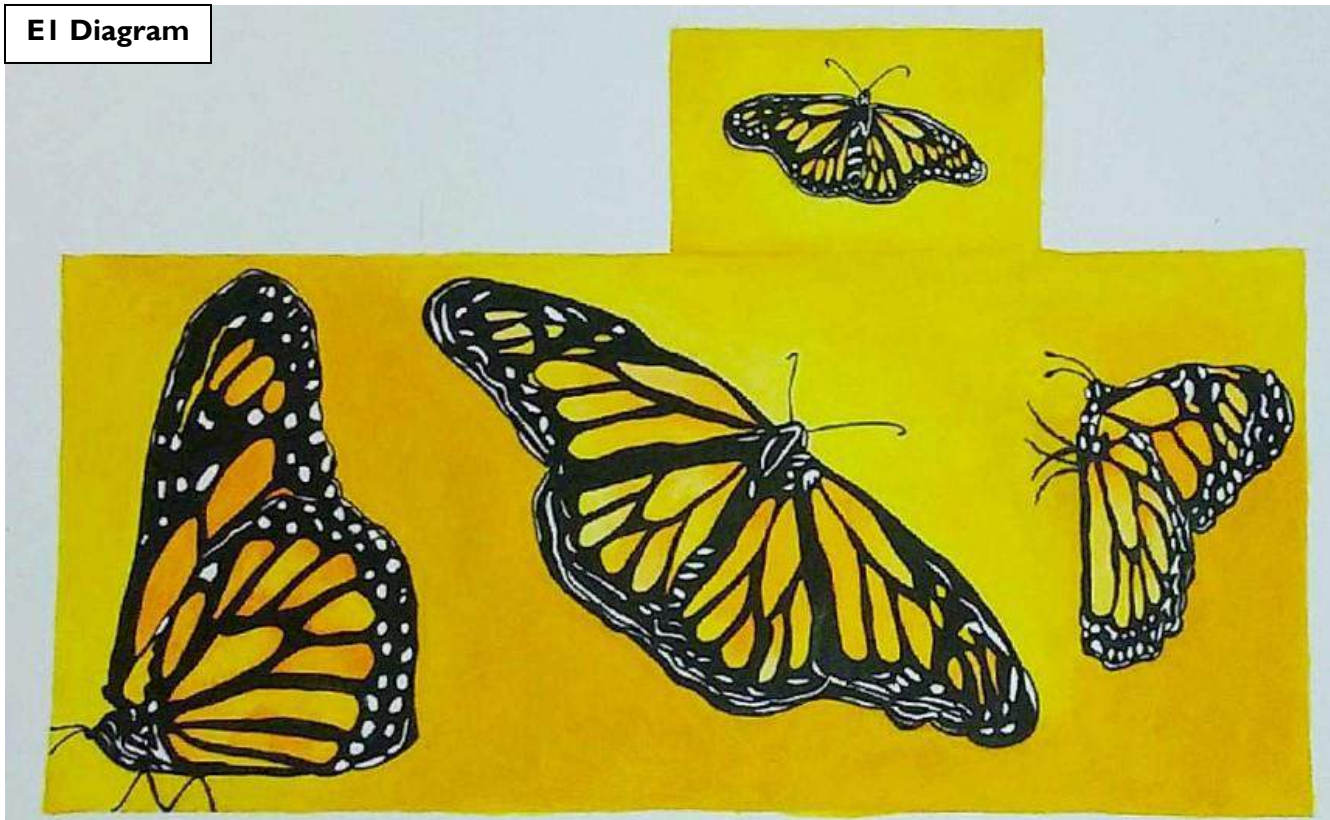
DI



Artist: E



EI Diagram



FI



FI Diagram



Artist: F Continued

F2



F2 Diagram

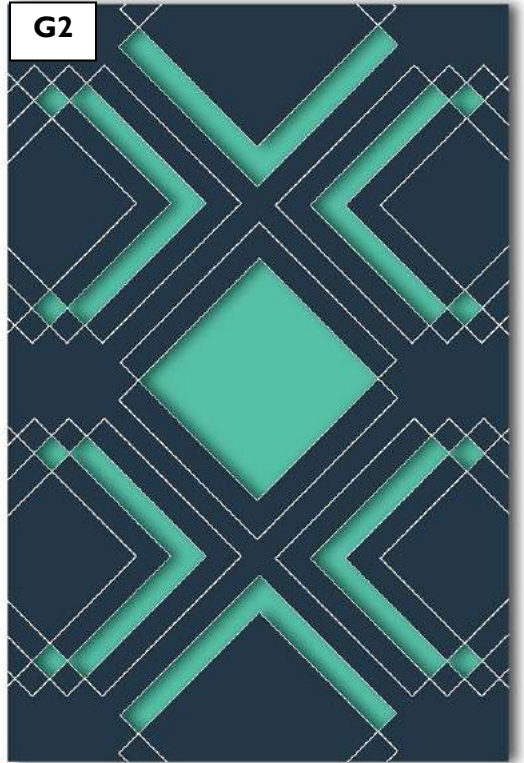


Artist: G

G1



G2



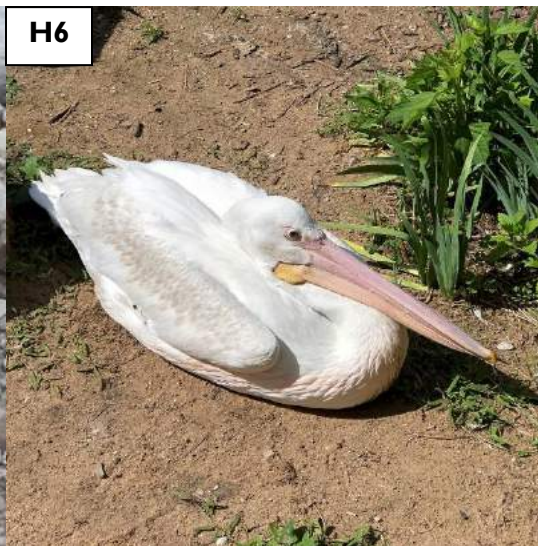
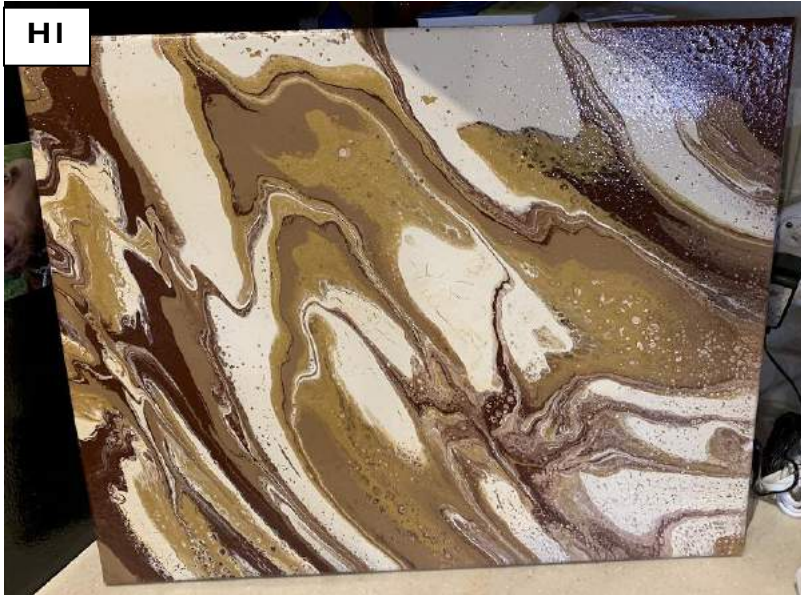
G3



Artist: G Continued



Artist: H



Artist: H Continued



Artist: I

11



12



13



14



Artist: I Continued



Artist: I Continued

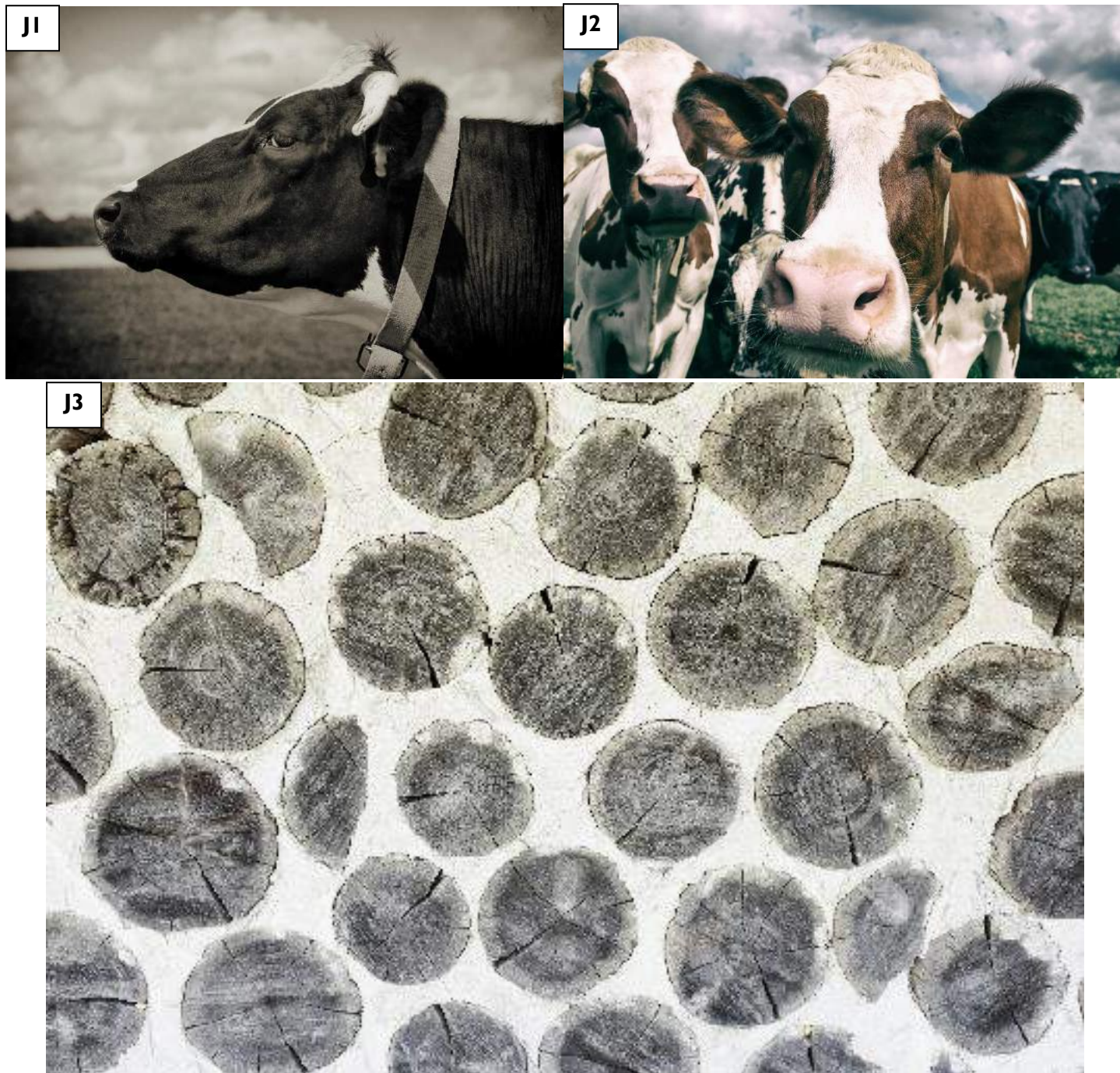
I9



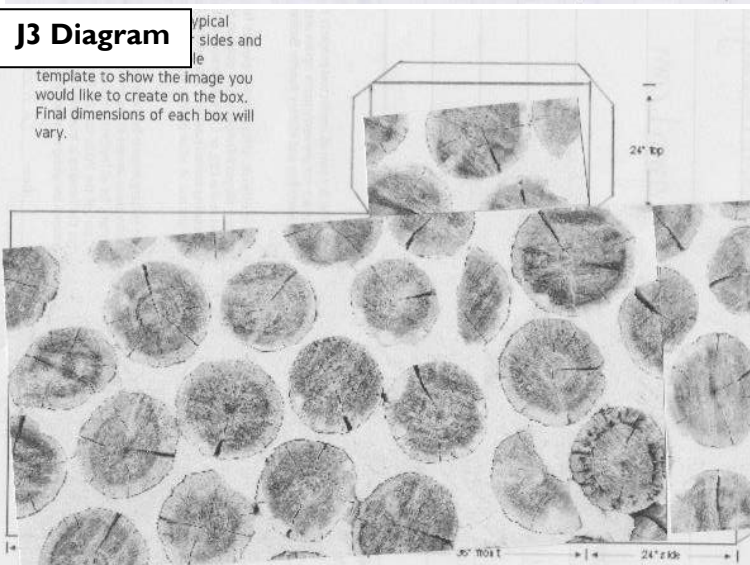
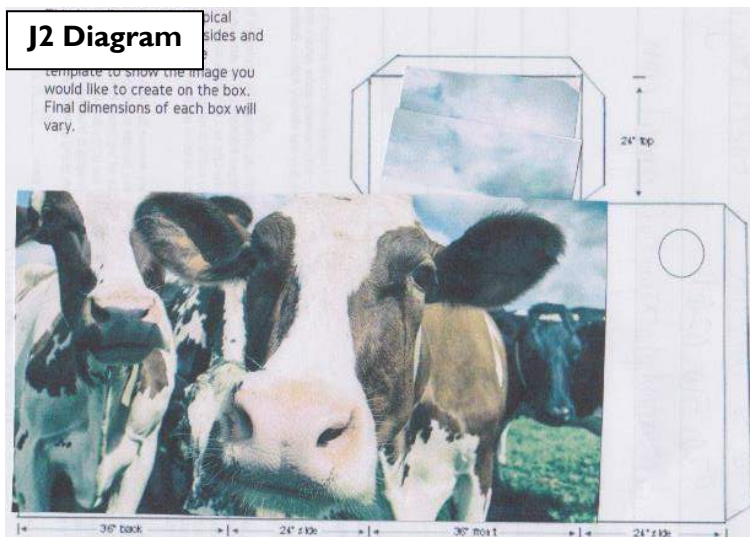
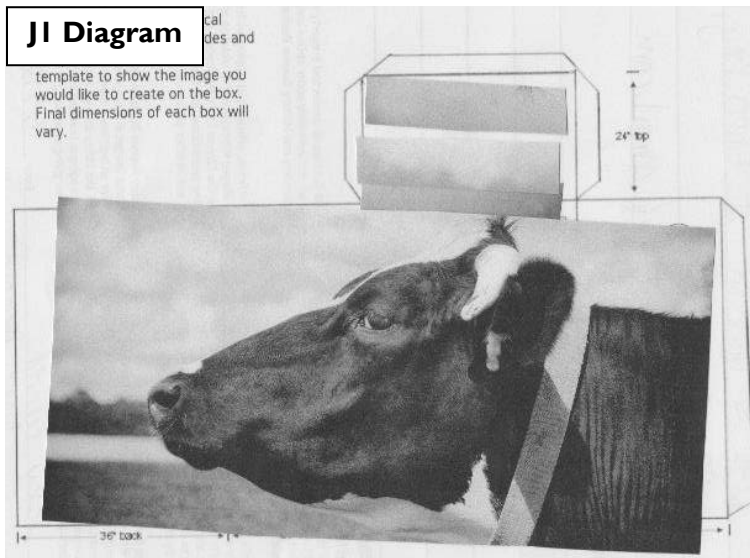
II0



Artist: J

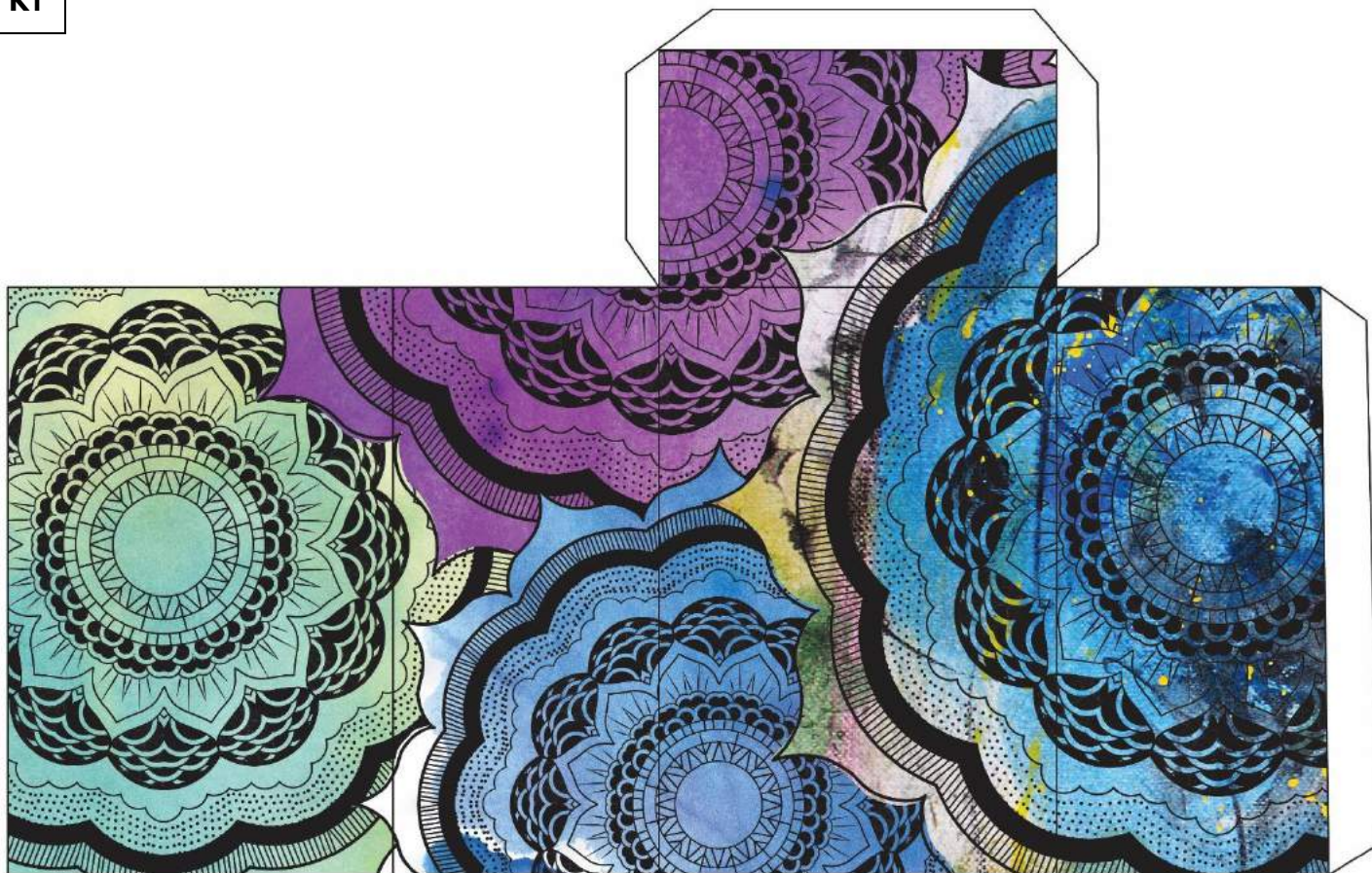


Artist: J Continued

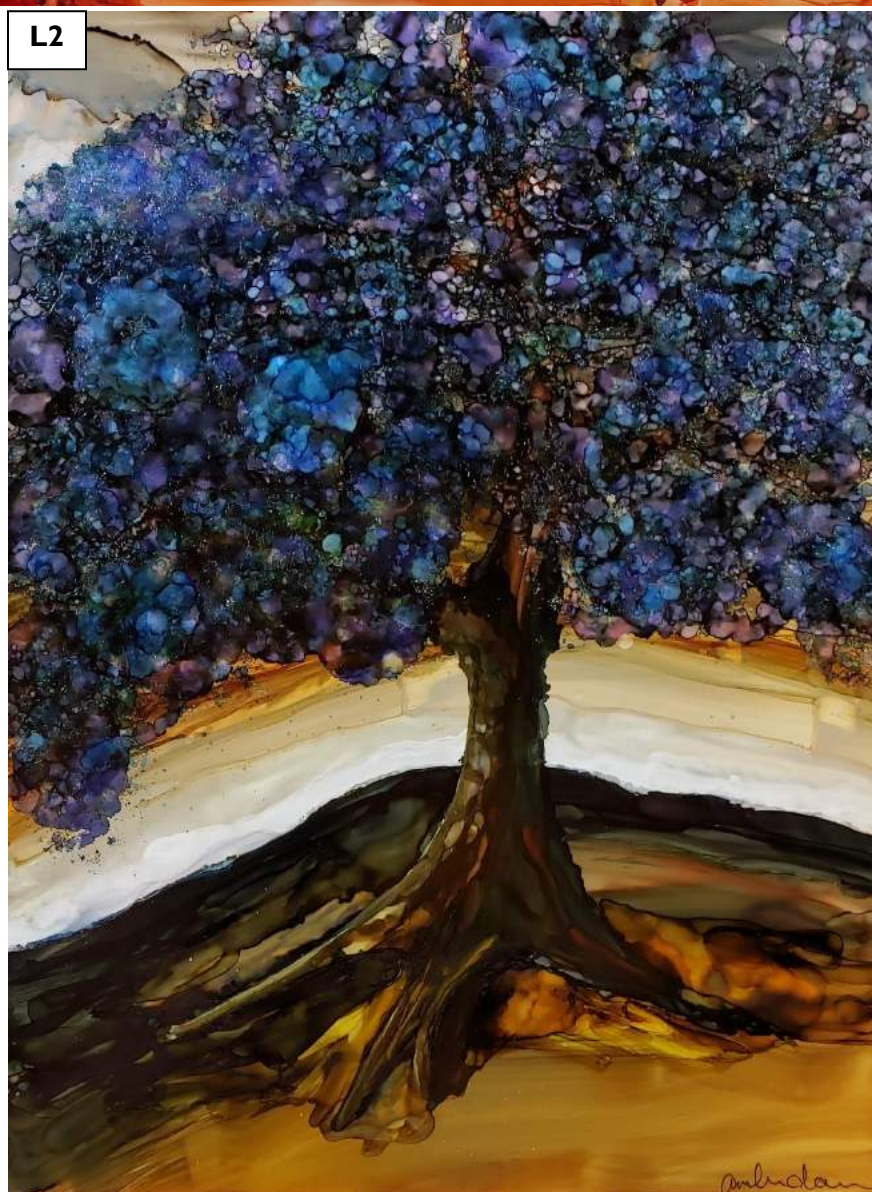


Artist: K

KI



Artist: L



Artist: L Continued



Artist: L Continued

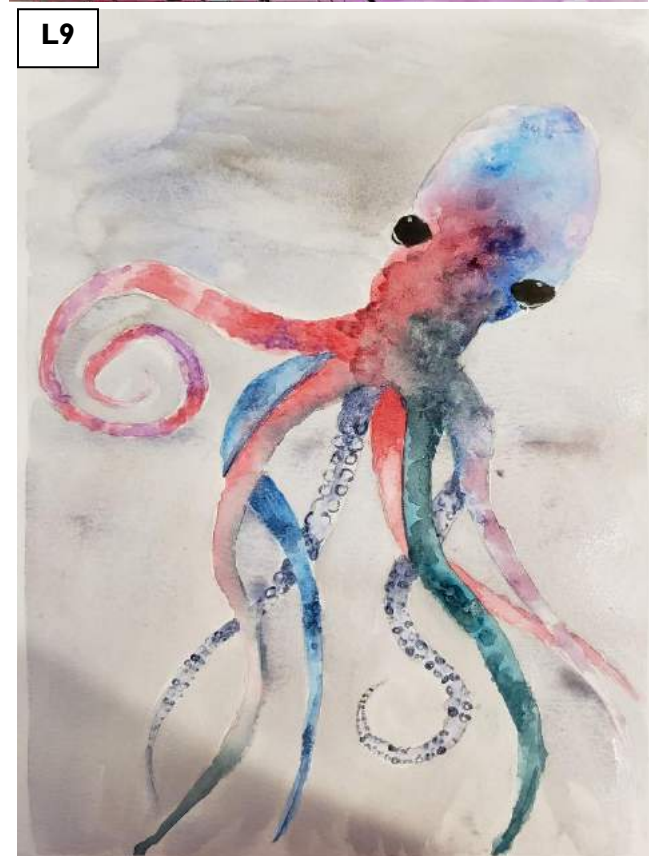
L5



L6



Artist: L Continued



Artist: M



MI

Artist: A

Artist Statement:

I am interested in this contest because I have lived in Green Bay all my life and I think it would be cool to see my artwork displayed around my hometown.

My photography focuses on nature and the outdoors.

Image List:

- A1. *Goose* - photography
- A2. *Light house* - photography
- A3. *Eagle* - photography
- A4. *Goose Family* - photography
- A5. *Cherry Blossom Tree* - photography

- A6. *Orange Butterfly* - photography
- A7. *Algoma Sunrise* - photography
- A8. *Young Buck* - photography
- A9. *Glass globe* - photography
- A10. *Rock tower* - photography

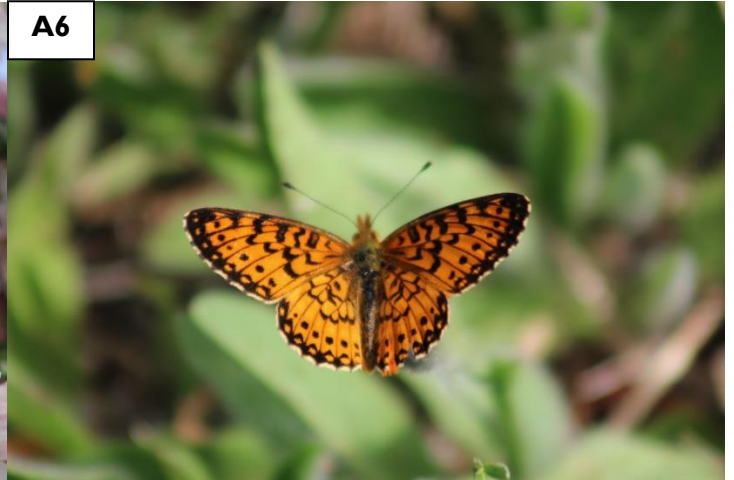


Military Avenue Utility Box Art Submission - Artist A

A5



A6



A7



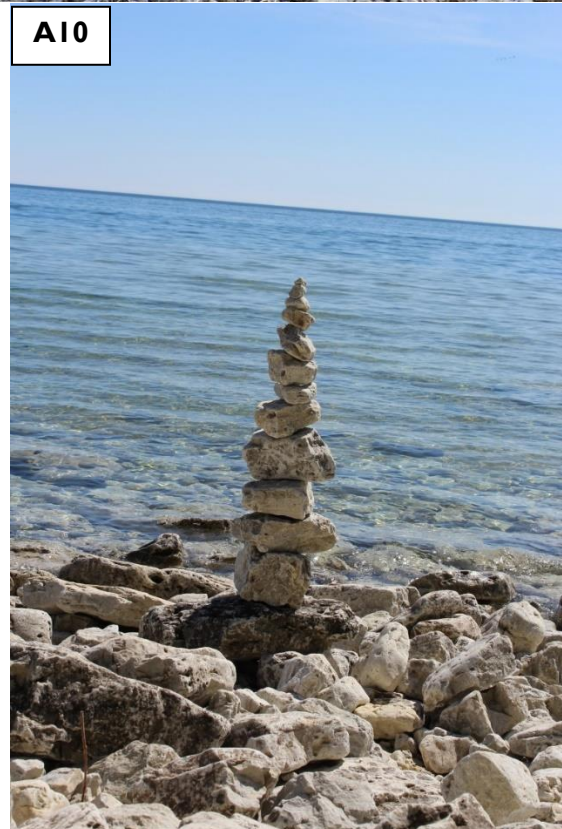
A8



A9



A10



Artist: B

Artist Statement:

Image List:

B1. *Pelican I* - photography

B2. *Pelican II* - photography



Artist: C

Artist Statement:

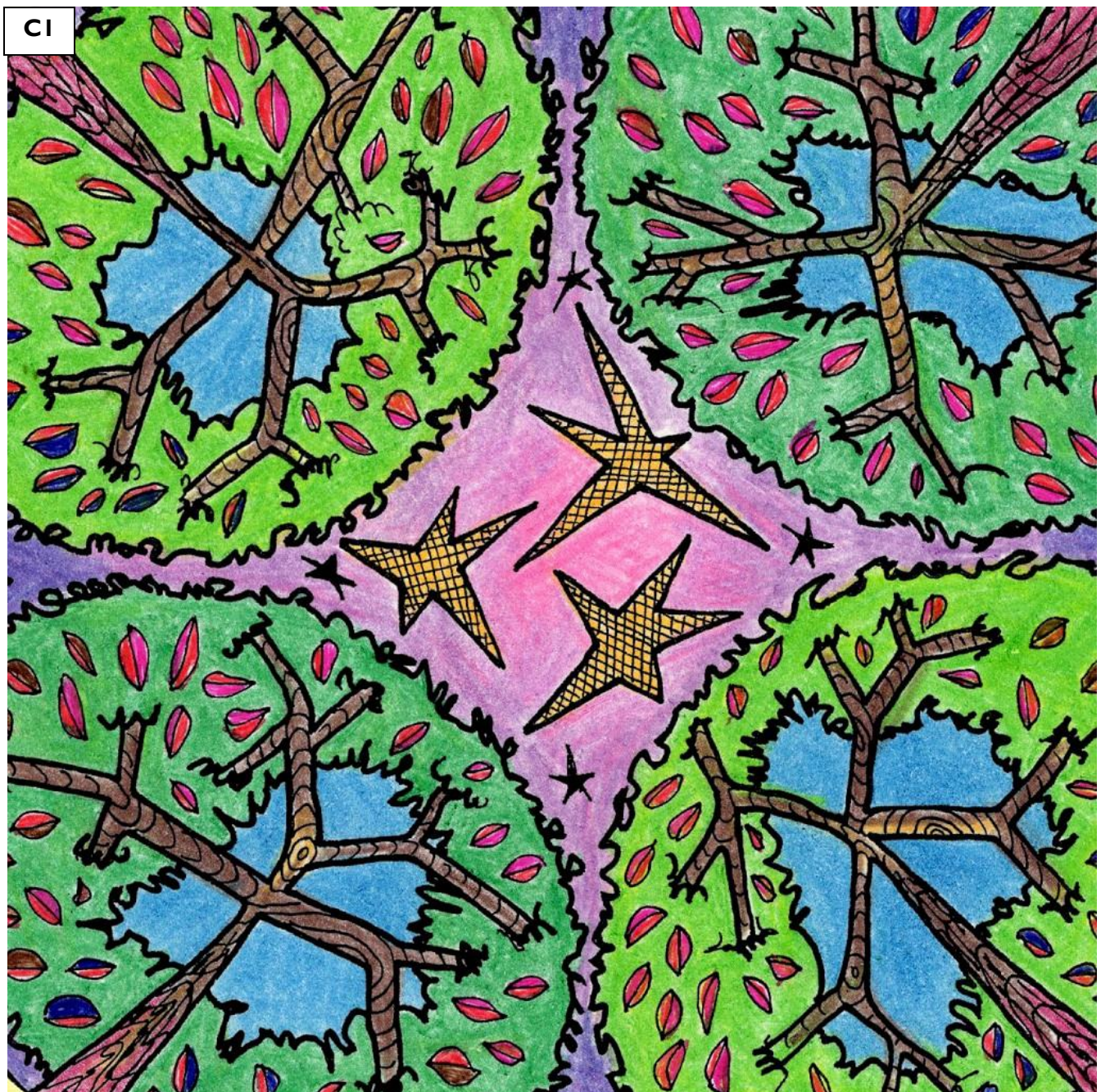
The idea I hope to convey is that even on a grey day a spot of color can brighten up your day.

This is a square motif that can be replicated over the whole surface. For me it represents the change of seasons and the time between dark and light. Both magical and timeless.

Image List:

CI. *Untitled* – Colored pencil and ink on paper

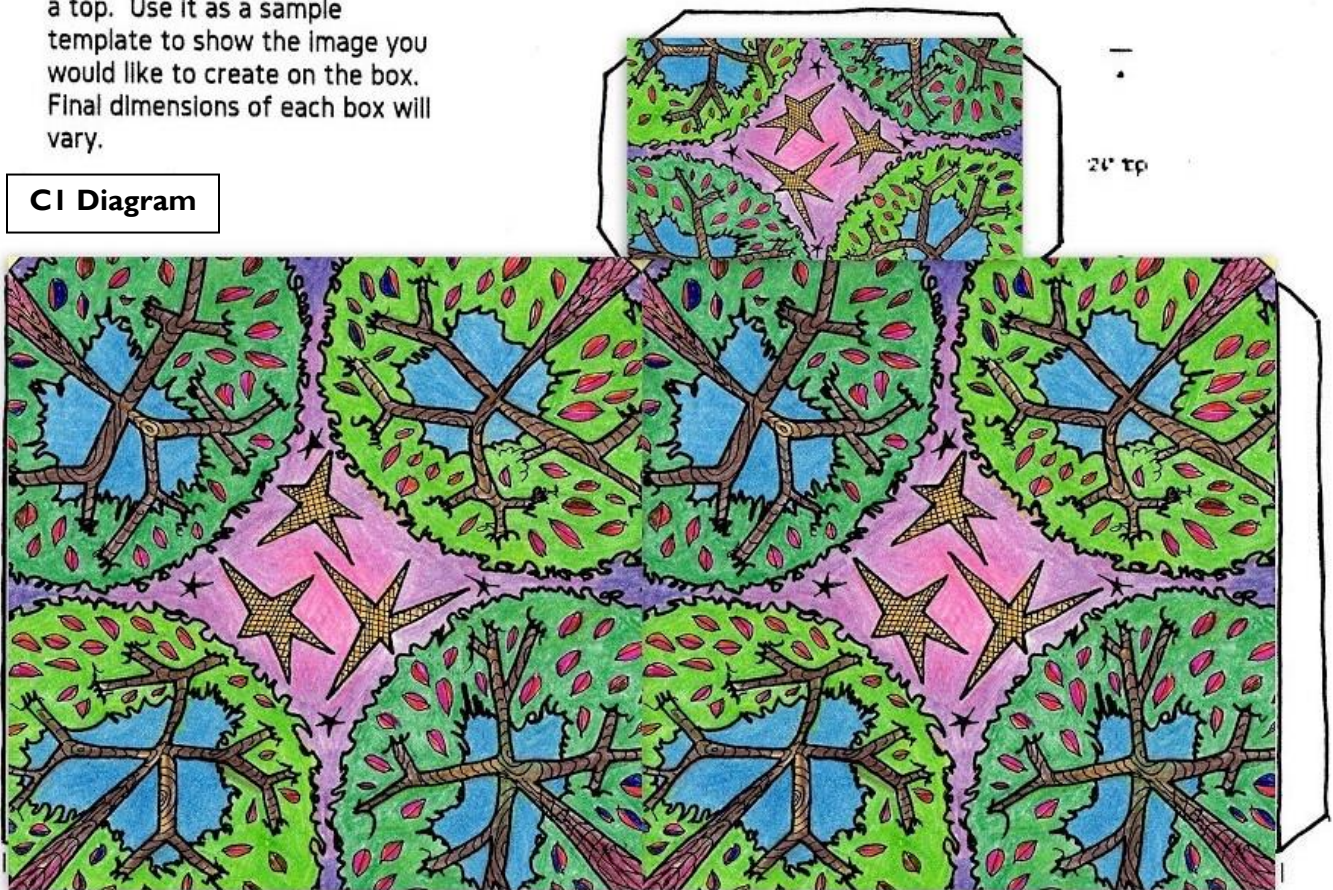
CI Diagram



Military Avenue Utility Box Art Submission - Artist C

This is a diagram of a typical utility box showing four sides and a top. Use it as a sample template to show the image you would like to create on the box. Final dimensions of each box will vary.

CI Diagram



Artist: D

Artist Statement:

Although my background includes a Bachelors of Studio Art, I have never participated in or created any “public art” because usually I work on small pieces. This project allowed me to design small, create big, and if it’s chosen, print even bigger, which is the perfect way for my artwork to translate to a larger scale.

The piece I created is a 20 x 24 watercolor drawing inspired by Green Bay. It consists of three layers each subtly connected to the city. The bottom layer represents the Fox River (waves), the top layer represents industry (smokestacks, steeples, downtown skyline), and the middle layer represents the sky (summer sunsets over city and water). After finishing, I took a high resolution photo of it and cleaned up the whites to prepare it for being enlarged or printed.

I know the call for entries mentioned the possibility of the image needing to be repeated, so I kept that in mind as I designed so the image should repeat well. If needed, I am also open to creating a separate panel for the top of the utility box with more sky elements (the bluer hexagonal shapes).

Image List:

DI. *Land, Sea, Air* – Watercolor crayons on watercolor paper



Artist: E

Artist Statement:

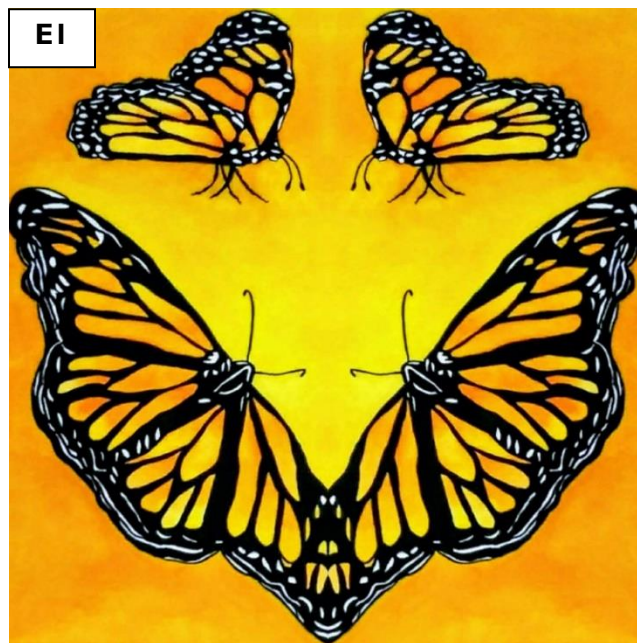
I'm interested in the improvement of the Military Avenue business district because I'm a lifelong inhabitant of Green Bay and shop the district often. Hopefully, the area will thrive and attract new businesses for many years.

I've chosen monarchs as the theme for my painting because every summer I photograph them drinking nectar from my garden flowers. I used bold colors and imagine they would look fantastic enlarged. Each of the four butterflies can be used individually, but I painted the design on the utility box template keeping in mind the 3 dimensional nature of the piece. The image submitted is a photo of my painting.

Image List:

EI. *Monarchs* – Watercolor on watercolor paper

EI Diagram



Artist: F

Artist Statement:

I have lived in Green Bay for the better part of my life. It is an honor as an artist to submit my creative design to help beautify the streets of my home town. I created my designs with diversity and acceptance in mind. Life is a mixed bag of wonderful experiences and discoveries. It is my hope that my art inspires passersby to remain open to them.

My goal with these two entries was to illustrate the unlimited diversity within the boundaries of Green Bay.

It is well known that Wisconsin's first immigrant population brought cheese making traditions with them to their new country. Today we are still well known for our varied cheeses. For each different culture there is a different cheese. I've embraced the Cheese Head cliché fully and included nearly 80 varieties of cheese that reflect the different people here.

My second design is a more literal take on our diverse city. In my design I have included folks from a multitude of colorful backgrounds. This submission conveys the energetic compassion we can share as we open our hearts to the new residents of Green Bay.

Image List:

F1. *Diversify* – Watercolor and gouache
F1. Diagram

F2. *We the Cheese* – Watercolor and gouache
F2. Diagram

F1



FI Diagram



F2



F2 Diagram



Artist: G

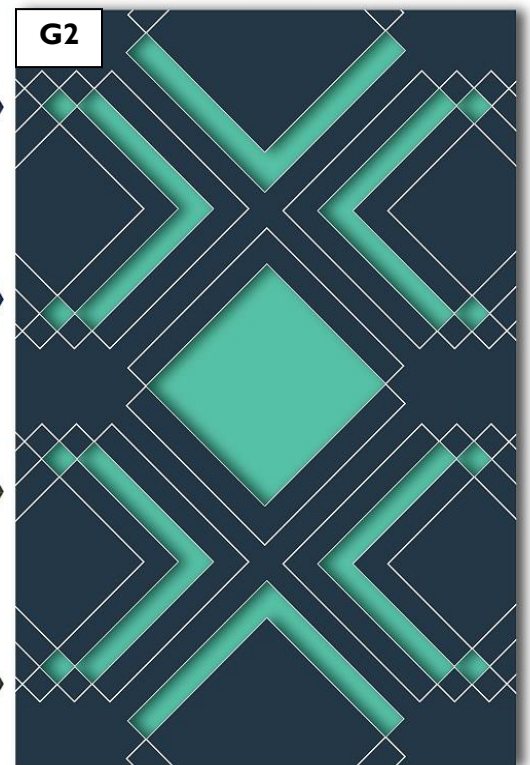
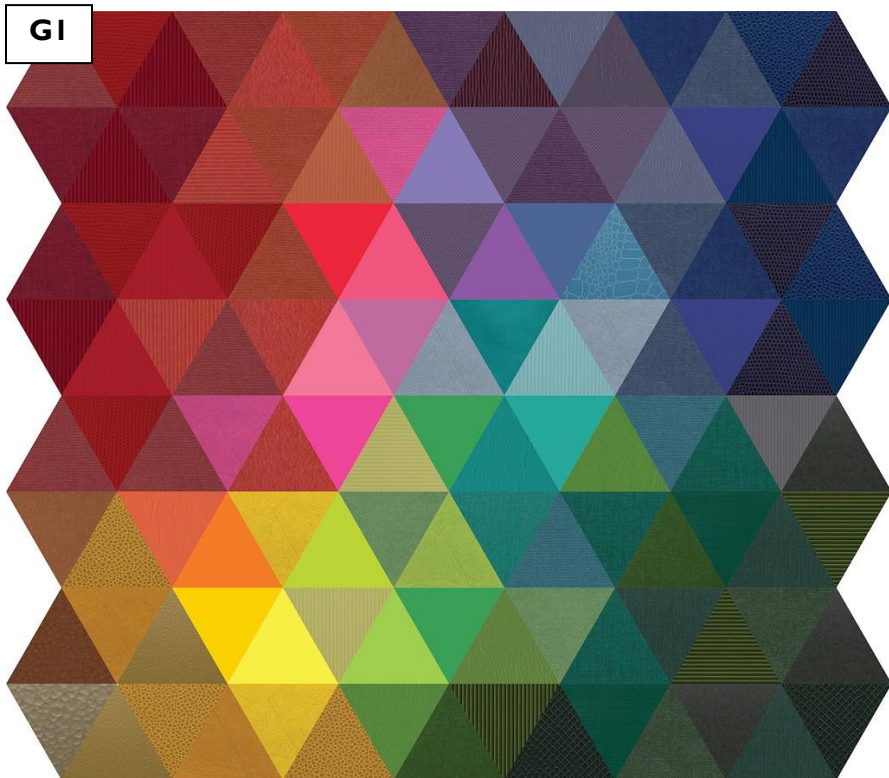
Artist Statement:

I am very interested in this project to not only share my art, but to help cover up unflattering, big boxes throughout the city! Art can be such a powerful message for our community. I would create pieces that are colorful, bold, positive, inspiring, and tasteful!

Much of my background is in Graphic Design. I wasn't sure which samples to share with you, honestly! So instead I shared some of my most recent favorites. Some paintings, photography, mixed media pieces, etc.

Image List:

- | | |
|--|---|
| G1. <i>Paper Pattern</i> – mixed media: vector and paper samples | G5. <i>Biltmore Magnolias</i> - photography |
| G2. <i>Squares Pattern</i> – vector art | G6. <i>Venice Beach Boardwalk</i> - photography |
| G3. <i>Native Repeat Pattern</i> – vector art | G7. <i>Octagons</i> - watercolor |
| G4. <i>DePere Sunset</i> – photography | |



G3



G4



G5



G6



G7



Artist: H

Artist Statement:

I am extremely interested in the Art Power Utility Box Art Program. I have been into Art and Crafting since I was a child. I started at a young age doing Ceramics and went on with that all the way through Middle School. There were quite a few years after I had my daughter and was working quite a lot where I frankly, didn't have the time to pursue my crafting. I have been a Stay-at-home Wife and Fur-Mom for quite a few years and my Love of Art/Crafting pleasantly resurfaced. My Art & Crafting abilities include many things. First and foremost, I Love Paint Pouring. I will basically do pours on anything I can get my hands on, from Canvas to wood to any type of glass bottle and vase. My 2nd love when it comes to Art is Nature Photography. I Love to see the Beautiful side of anything Outdoors.

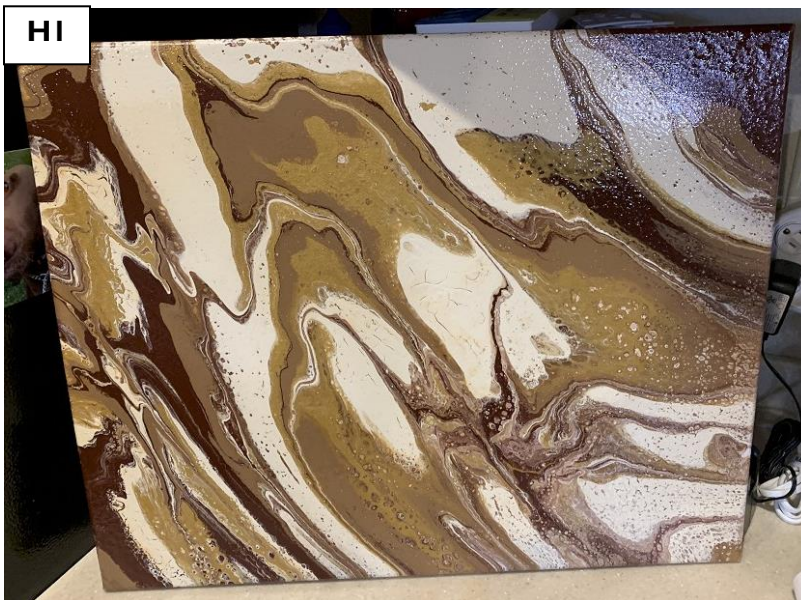
I also use Macrame cord to wrap different types of bottles and vases. I especially love the unusually shaped type. My abilities also include making Memory Wire Bracelets.

I feel I would be a Benefit to this Utility Box Art Program as the Art I make depicts the beauty I would like to see around me. When I do a 'Pour', I like to make some very Colorful, some that are 'Holiday themed', and just whatever pops into my head at the moment I look at whatever I plan to do a pour on.

Image List:

- H1. *Untitled* – paint pour example
- H2. *Untitled* – paint pour example
- H3. *Untitled* – photography
- H4. *Untitled* – photography
- H5. *Untitled* – photography

- H6. *Untitled* – photography
- H7. *Untitled* – photography
- H8. *Untitled* – photography
- H9. *Untitled* – paint pour example
- H10. *Untitled* – paint pour example



Military Avenue Utility Box Art Submission - Artist H

H3



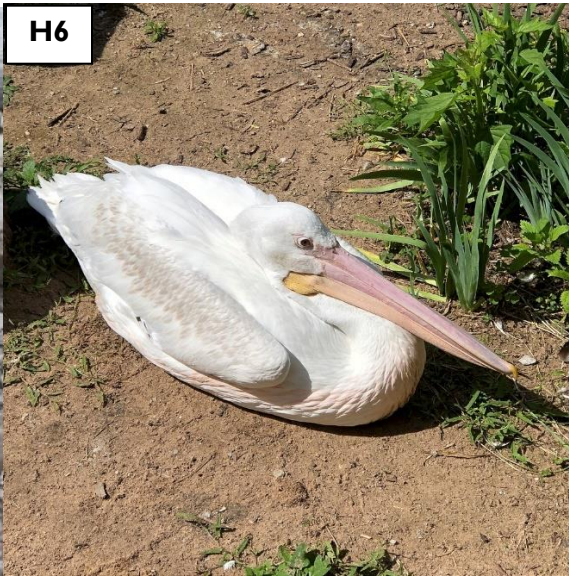
H4



H5



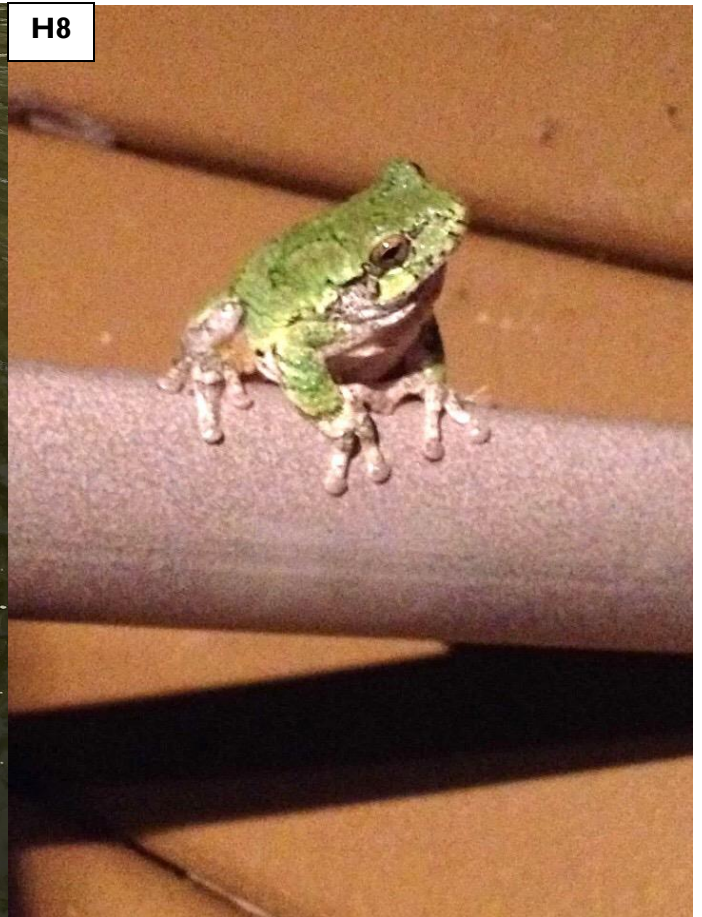
H6



H7



H8



H9



H10



Artist: I

Artist Statement:

These photographs explore fishing practices. Using a contemporary alternative photographic process called Scanography. In this process I use a high-resolution scanner distinctive for its contemporary reinterpretation of photography's earliest techniques. Predominantly the camera-less methods of the daguerreotype and photogram.

I am interested in being able to display my fishing practices work for this project for two main reasons. One is that our society is very focused on technology and fast entertainment. I want to give people in our city inspiration in getting away from the technology by showing them the beauty of nature and fishing. The other is that I feel people because of our fast society don't stop to consider the beauty of something so simple and small. These lures appear large when blown up however, fishing lures are small and easily overlooked.

Image List:

- | | |
|---------------------------------------|-------------------------------------|
| 11. <i>Bug</i> - photography | 16. <i>Cray Fish</i> - photography |
| 12. <i>Spinner</i> - photography | 17. <i>Cray</i> - photography |
| 13. <i>Tub</i> - photography | 18. <i>Old School</i> - photography |
| 14. <i>Yellow Cray</i> - photography | 19. <i>Pan</i> - photography |
| 15. <i>Home Invader</i> - photography | 110. <i>Spinner</i> - photography |



13



14



15



16



17



18



19



110



Artist: J

Artist Statement:

Please note that each image would be wrapped around the box to fit better so these are a very rough layout.

All work is photography taken in Wisconsin in and around Green Bay, WI

Image List:

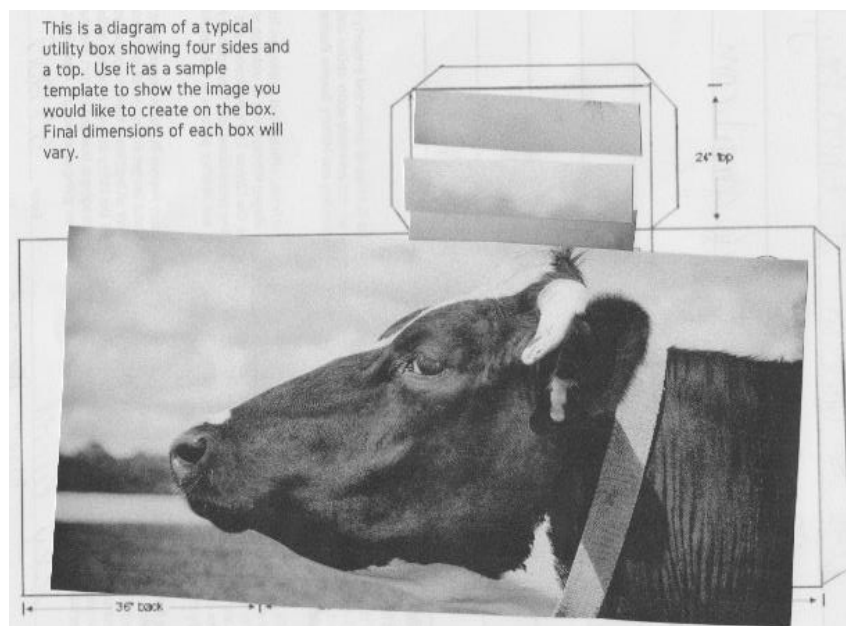
- J1. *Black and White Cow* – Photography
- J2. *Looking at Me (cows)* – Photography
- J3. *Wood Patterns* - Photography

- J1. Diagram
- J2. Diagram
- J3. Diagram

J1



J1 Diagram

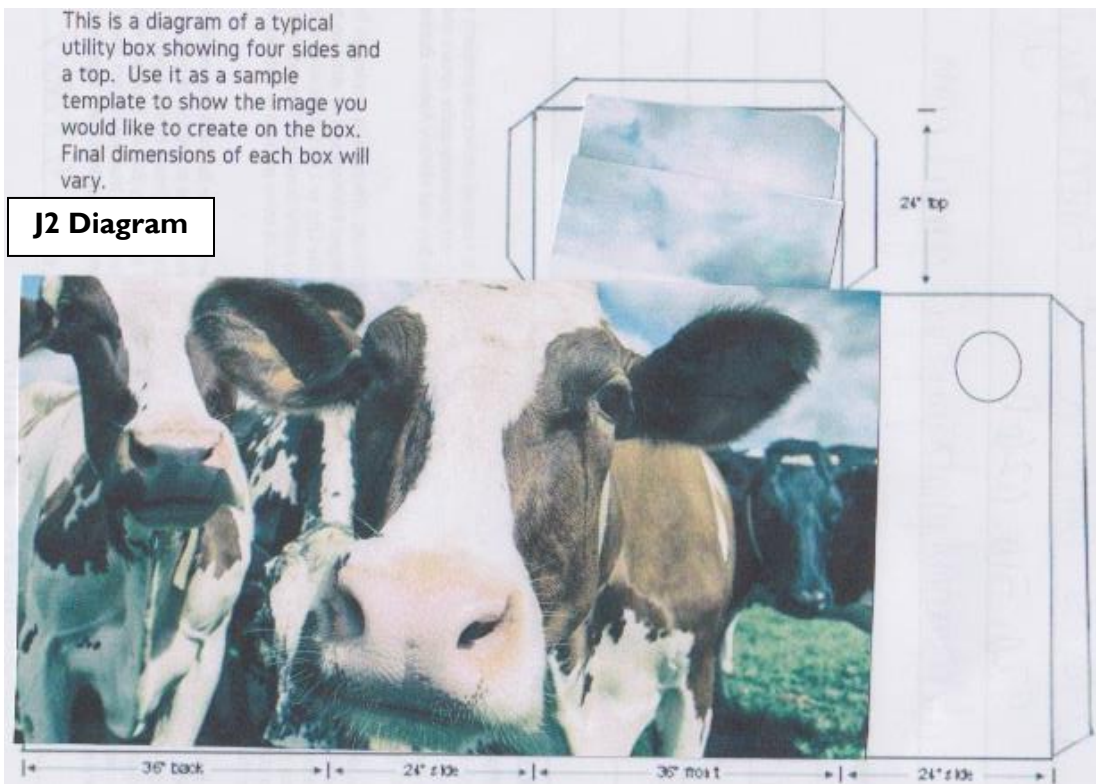


J2



This is a diagram of a typical utility box showing four sides and a top. Use it as a sample template to show the image you would like to create on the box. Final dimensions of each box will vary.

J2 Diagram

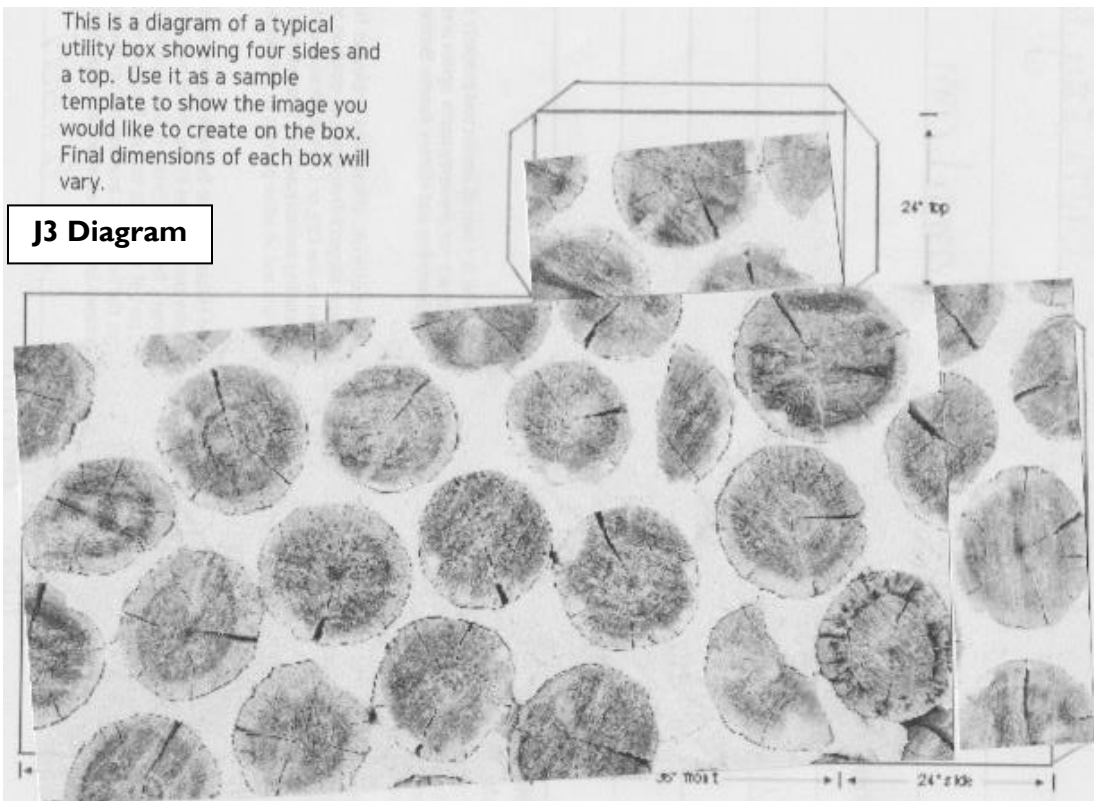


J3



This is a diagram of a typical utility box showing four sides and a top. Use it as a sample template to show the image you would like to create on the box. Final dimensions of each box will vary.

J3 Diagram



Artist: K

Artist Statement:

Mandala in Color, size is using the template of typical utility box sizes and dimensions (36" wide). Please note that my file is currently not to scale due to large size of file.

Image List:

KI. *Mandala in Color* – Digital Illustration and watercolor

KI



Artist: L

Artist Statement:

I think it would be amazing to have my artwork displayed around town. To be able to drive around or show people that something I created was being displayed for everyone to see, would be wonderful.

The giraffe, octopus & foggy trees are done in watercolor on 140 lb watercolor paper. The rest of the pieces I'm submitting are painted using alcohol inks on yupo paper. It's a medium I recently started working with & I absolutely love it! In my opinion, it's a more vibrant & slightly more finicky cousin to watercolors.

I hope you enjoy viewing these pieces as much as I have enjoyed making them.

Image List:

- | | |
|---|---|
| L1. <i>Sailboat Sunset</i> – alcohol ink | L6. <i>African Sunset</i> – alcohol ink |
| L2. <i>Jewel Tree</i> – alcohol ink | L7. <i>Poppy Field</i> – alcohol ink |
| L3. <i>Summer Sunset</i> – alcohol ink | L8. <i>Giraffe</i> - watercolor |
| L4. <i>Ship Canal Pierhead Lighthouse</i> – alcohol ink | L9. <i>Octopus</i> – watercolor |
| L5. <i>Majestic</i> – alcohol ink | L10. <i>Foggy Trees</i> - watercolor |





L5



L6



L7



L8



L9



L10



Artist: M

Artist Statement:

My goal with this painting was to display the patriotism that Americans possess regardless of race, gender, or creed, as the silhouette of the soldier portrays, against the red white and blue of the American flag. By showing just a silhouette of the soldier, it simplifies the message and it allows the viewer to see what they want to see. It allows the viewer to see themselves or their friends and loved ones in the painting.

Image List:

M1. *American Beauty* – acrylic on canvas





Report to the
Public Arts Commission
of the City of Green Bay

MEETING DATE

June 18, 2019

PREPARED BY

Laura Schley, Staff

AGENDA ITEM # U.3.

To recommend the poem selection adult submissions A1, A3, A5, A7, youth submission Y28, and Denise Sweet's D2 for the sidewalk poetry project all with suggested edits.

BACKGROUND

The Sidewalk Poetry project was approved during the February 2019 meeting of the Green Bay Public Arts Commission. Since then, a call for poems was released during the month of April to Celebrate National Poetry Month, where applicants of all ages were welcome to submit poems. Staff received 45 eligible submissions from the community.

Professor Emerita of UW-Green Bay, Denise Sweet served as the second Poet Laureate for the state of Wisconsin (2005-2008), and has agreed to assist in reviewing the community submissions and provide input for the Commission to consider when selecting the final poems.

From these submissions the Commission may select up to five finalists to be developed into concrete stamps. In addition to the community poems, the Commission will select one poem from Denise Sweet's submitted works to be printed as the "Curator's stamp", resulting in six poems total.

Once the poems have been selected, the stamps will be created and are slated to be installed in and around parks within Green Bay, with the final placement determined by the Parks Department.

RECOMMENDATION

Staff is recommending the selection of up to six final poems for the sidewalk poetry project, consisting of one poem from Denise Sweet and up to five community poems.

FISCAL IMPACT

ATTACHMENTS

1. 2019 Sidewalk Poetry Submissions - Adult
2. 2019 Sidewalk Poetry Submissions - Youth
3. 2019 Sidewalk Poetry Submissions - Denise Sweet's Picks

Midnight Sailor

Stars have fallen to earth,
their light
quivers on indigo waves.
He raises white sails,
sets an even course
down the silver path
of the moon.

The arrows of time may
wound or guide; face our
times of joy and tides of war
Let it be known forevermore
as we watch The Pack and
raise a beer, live our lives
rich or austere:
The llama shat here

The weight of the world
rests upon the tree,
but still she stands
empowering those around her
with breath exhaled
yet however mighty her
force of will, she still
must inhale

First we are born. Innocent,
helpless, pure. We grow. We
play. We love. We learn. We
laugh. We cry. We all play
together. We grow up. We get
older. We die. One day we will
be together again.

Become another creature
amongst the season's change
beholden to the spring
and the solitude of the range
thankful for the struggle
one I finally understand
a life somehow so simple
so undecided and grand

When I look up I worry
where goes my feet
when down I wonder
where is my mind.

You might say
Home
Is where you
Lay your head
Home for me is
Not wanting to be anywhere
Instead

With empty thoughts, I walk
Early morning city streets.
Sun fingers poke between cold
brick and brown walls as
Clanging buckets eat last
night's trash and drive away.
Quietly, doors begin to open;
I quickly turn toward home.

Walking side by side
Each one with their journey
As the sun rises and sets
As the tide rises and falls
Resilience during the storm
Turmoil amidst the calm
And don't dwell on it because
Such is life's progression

My walk is familiar
front porch greetings
friendly dogs who need a
scratch, bikes and skateboards
clicking, jumping
supper smells mixed
with hushes of fabric softener
I am home

Too fast, Not slow at all
I go so fast I begin to fall
When is it then when its
really now? I want to be there
but I don't know how I must be
patient I must learn to wait
At least for the moment just
to find the right date

Left foot right foot

Moving forward

Right foot left foot

One step closer

Left foot right foot

As my feet hit solid ground
a thought spins 'round
of those who walked before me
paving the way
to help me conquer this day

I am Powerful and strong. I
stand up tall. I never back
down nor I will never fall. I
am Powerful and strong. I'm
not Perfect. But one thing is
I Never give up.

Nature

Go wind! Blow! Swoosh! Flash!

Waterfalls, clean air

Splash! Swish! Animals wake!

Eat! Crunch! Crunch! So good!

Sun sets. Shadows on me.

Night in Nature

Angel

Angel

So sweet

So kind

I wish I could

be

one.

My Lovely Teachers

All the love

they give me,

All the peace

they give me,

All the...

Work!

Lovely Teachers

Pets

Puppies, kittens

Cute, fluffy

Playful, cute eyes

Wet nose, long tail, short tail

Two Daughters

They play

They sleep

They eat

They draw

They watch TV

I love them and...

they LOVE ME too!

Friends

I have friends

Recess

Fun

Helpful

Playful

I like having...

FRIENDS!

Chicken

Chicken is...

Crispy crunchy

Meaty chunky

Bony Tasty

Yummy! Good!

Chicken is...

PERFECT!

Looking At a Clock

If you look close

to a...

clock

It looks like a...

person

with a

moustache!

Tyer

Tyer my big dog

Likes to...

sleep,

eat,

drink.

Thinks he's a...

Cat!

Yogurt

Yummy, smells good, tastes good.

You can eat yogurt,

You can smell yogurt

You can taste yogurt

Three favorite flavors:

Cotton Candy, Strawberry and...

Banana!

Michael

Just the best at basketball

Olympic team co-captain

Right handed god

Downtown three point shooter

A player of the Chicago Bulls

NBA All-Star

Video

Games make me feel good

Apex is amazing

Minecraft is amazing

Edit in Fortnite

Save the world!

Kittens

cute, small, little paws,
meows, fluffy fur, little ears
little tail, little nose.

Harry Potter

A curse that almost took his
life, the wizard that put it
there fled in fright, for he
was broken into pieces that
night. Harry wakes up in fright
remembering a blast that took
his mother and father's life.

No dead enD
Is better than an Xbox
Not glitchy at all
Terribly Awesome
Ever Lasting
Not boring
Does work very well
Often Great!

Survival Evolved
Always tame dinosaurs
Raging with death
Kept in the air!

APEX

Literally the best

Ever

Game

Everyone

Needs and

Desires a gold

Shield

Funny like chicken pot pies
Replacing bad as good
Interesting as flys
Eyes like an eagle
Nice as candy Nerds
Darling as dice
Super cool

My Best Friend

Best friends until the end.

My best friend is shy,
my best friend is beautiful
and she wears white glasses.
My best friend and I
go to the same classes
and I say, "Hi!" as she passes

I had a turtle named Fred.
He liked to get fed.
He had a cousin named Ted
who went to bed on my head.
He licks my head also his bed.
But one day he bumped his head
and now Fred's dead.
Now I have a turtle named Ted.

My Dragon

My dragon is the best.

My dragon doesn't rest.

My dragon breathes fire.

My dragon's not a liar.

I love my dragon.

Pink

Pink feels like roses when
they just have bloomed.

Pink sounds like the first day
of spring.

Pink tastes like a pink drink
at Starbucks.

Pink looks like a fun day!

The Dog and the Log
Every day dog goes out,
he barks, he skips, and
he prances around.
He bites at a log, he rolled
the log over
as the log slid into the lake,
dog swam for his owner!

Webster

creative, artistic

singing, dancing, growing

students, stage, piano, violin

acting, drawing, learning

expressive, imaginative

Art Smart

Stick fell in love with Fire.
Fire fell in love with Stick.
They got married.
They had a baby named Torch.

Blue looks like blueberries.
Blue sounds like the wind.
Blue smells like the ocean.
Blue tastes like cotton candy.
Blue feels like the waves on
my toes.

Packed in ice the Island Queen
waiting out the Winter,
waiting for July, for flags,
warm winds and ice cream!

Pikachu

Oddish

Kabutops

Eevee

Manectrick

Onix

Nidoking

Pink

Pink looks like flowers

Pink sounds like wind

Pink smells like strawberries

Pink tastes like bubblegum

Pink feels like soft petals

Scared, heavy, darkness.

WORRY!

Everybody worries sometimes.

It's natural.

TRUST in YOURSELF.

Have FAITH.

Soon you will have HOPE,

And see the POSSIBILITIES!

KINDNESS IS WHAT YOU SHOULD
SPREAD. KINDNESS JUST GROWS
AND GROWS.

Adult I

Midnight Sailor

Stars have fallen to earth,
their light
quivers on indigo waves.
He raises white sails,
sets an even course
down the silver path
of the moon.

Adult 3

The weight of the world
rests upon the tree,
but still she stands
empowering those around her
with breath exhaled
yet however mighty her
force of will, she still
must inhale

Adult 5

Become another creature
amongst the season's change
beholden to the spring
and the solitude of the range
thankful for the struggle
one I finally understand
a life somehow so simple
so undecided and grand

Adult 7

You might say

Home

Is where you

Lay your head

Home for me is

Not wanting to be anywhere

Instead

Adult 8

With empty thoughts, I walk
Early morning city streets.
Sun fingers poke between cold
brick and brown walls as
Clanging buckets eat last
night's trash and drive away.
Quietly, doors begin to open;
I quickly turn toward home.

Adult 10

My walk is familiar
front porch greetings
friendly dogs who need a
scratch, bikes and skateboards
clicking, jumping
supper smells mixed
with hushes of fabric softener
I am home

My Best Friend

Best friends until the end.

My best friend is shy,
my best friend is beautiful
and she wears white glasses.
My best friend and I
go to the same classes
and I say, “Hi!” as she passes

Pink

Pink feels like roses when
they just have bloomed.

Pink sounds like the first day
of spring.

Pink tastes like a pink drink
at Starbucks.

Pink looks like a fun day!

The Dog and the Log

Every day dog goes out,
he barks, he skips, and
he prances around.

He bites at a log, he rolled
the log over
as the log slid into the lake,
dog swam for his owner!

Stick fell in love with Fire.
Fire fell in love with Stick.
They got married.
They had a baby named Torch.

Packed in ice the Island Queen
waiting out the Winter,
waiting for July, for flags,
warm winds and ice cream!

Pink

Pink looks like flowers

Pink sounds like wind

Pink smells like strawberries

Pink tastes like bubblegum

Pink feels like soft petals



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

June 18, 2019

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # V.I.

To receive and place on file the report by the Police Department of the 2019 1st quarter serious injury and fatality crashes.

BACKGROUND

Please read the attached report.

RECOMMENDATION

Receive and place on file.

FISCAL IMPACT

N/A

ATTACHMENTS

- I. 2019 FIRST QUARTER CRASH



GREEN BAY POLICE DEPARTMENT OPERATIONS DIVISION

Lieutenant Brad Strouf

Email: bradst@greenbaywi.gov

(920) 448-3217

2019 First Quarter Serious Injury & Fatal Accident Report

19-210409

East Shore Dr. at Bay Beach Wildlife Sanctuary

On Saturday, 03-23-19 at 3:16pm, Green Bay Police Department officers were dispatched to East Shore Dr. and the entrance to the Bay Beach Wildlife Sanctuary for a motorcycle vs. car crash.

The motorcycle, operated by a 20 year old male, was eastbound on East Shore Dr. when it collided with a car, driven by a 19 year old male that was exiting the Wildlife Sanctuary attempting a left turn. The crash caused the car to spin around and eventually come to rest approximately 30 yards off the roadway on the grassy lot near the lagoon.

The operator of the motorcycle was wearing a helmet, however the impact caused extensive injuries to this party. The motorcycle operator was not able to communicate with officers and was rushed to a local hospital where he was pronounced deceased at approximately 7:00pm.

The motorcycle operator has been identified as Trevor Goulder from Manitowoc, WI.

The operator of the car was transported to a local hospital where he was treated and released. There were no other passengers in/ on either vehicle involved. The BRSO Crash Recon Team assisted with the investigation.



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

June 18, 2019

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # V.2.

To paint solid yellow no passing center lines on Ontario Road from Finger Road to Sitka Street.

BACKGROUND

Center line markings must be placed on all paved urban arterials and collectors that have a traveled way of 20 feet or more in width and that carry 6,000 vehicles per day or greater. Although Ontario Rd is wider than 20 ft, it does not carry 6,000 vpd. Center line markings shall also be placed on all paved two-way streets that have three or more lanes for moving motor vehicle traffic. Ontario Rd does not meet either criteria, therefore center line markings are not required. Double yellow solid center line is normally used where no passing is allowed in both directions typically due to sight distance limitations. Ontario Rd is relatively flat and has no sight distance issues requiring double yellow solid centerline. Searching the 5-year crash history, the Ontario Rd corridor has no crashes correctable with the installation of the lines.

Although not adopted as of this meeting, the draft Safe Routes to School Plan and citywide bicycle-pedestrian plan does not make any recommendations relative to the installation of bike lanes on Ontario Rd. Sidewalks are recommended on both sides of Ontario Rd from E Mason St to the south city limits. Pedestrian lanes between curbs is not a safe engineering practice since lack of curb or other barrier offers no protection for pedestrians from motor vehicles. Sidewalks with a terrace buffer are the best solutions, of which most are present on Ontario Rd between E Mason St and Sitka St. Building sidewalk in the gaps is recommended. Short of reducing the physical width of Ontario Rd, the most effective method to reduce motorists' speeds is through traffic speed enforcement.

RECOMMENDATION

Receive and place on file the request to paint solid yellow no passing lines down the center of Ontario Road and also add a pedestrian/bike lane.

Refer to Improvement and Services Committee to order in concrete sidewalk at the following locations:

1. West side of Ontario Rd between 424 and 496.
2. East side of Ontario Rd between 431 and E Mason St.

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

June 18, 2019

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # V.3.

To refer to the Improvement & Services Committee to develop a plan with timeline to install sidewalks in high need areas which includes a cost share mechanism between the City and property owners.

BACKGROUND

Center line markings must be placed on all paved urban arterials and collectors that have a traveled way of 20 feet or more in width and that carry 6,000 vehicles per day or greater. Although Ontario Rd is wider than 20 ft, it does not carry 6,000 vpd. Center line markings shall also be placed on all paved two-way streets that have three or more lanes for moving motor vehicle traffic. Ontario Rd does not meet either criteria, therefore center line markings are not required. Double yellow solid center line is normally used where no passing is allowed in both directions typically due to sight distance limitations. Ontario Rd is relatively flat and has no sight distance issues requiring double yellow solid centerline. Searching the 5-year crash history, the Ontario Rd corridor has no crashes correctable with the installation of the lines.

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RECOMMENDATION

Receive and place on file the request to paint solid yellow no passing lines down the center of Ontario Road and also add a pedestrian/bike lane.

Refer to Improvement and Services Committee to order in concrete sidewalk at the following locations:

1. West side of Ontario Rd between 424 and 496.
2. East side of Ontario Rd between 431 and E Mason St.

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

June 18, 2019

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # V.4.

To receive and place on file the request for a study to determine if a STOP sign should be installed on Ontario Road at either Windland Drive or Eastbreeze Lane to help curb speeding.

BACKGROUND

DPW does not recommend the installation of STOP signs for speed control because the Manual On Uniform Traffic Control Devices specifically states that STOP sign are not to be used to control motorists' speeds. All side streets intersecting Ontario Rd do not have the volume of traffic to justify installing a 4-WAY STOP condition nor do they have the crash experience to justify such measures in attempts to correct a crash issue (Zero crashes when reviewing the 5-year crash history).

RECOMMENDATION

Deny the request for a study to determine if a STOP sign should be installed on Ontario Road at either Windland Drive or Eastbreeze Lane to help curb speeding.

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # V.5.

To deny the request to establish a 4-WAY STOP condition at the intersection of Shirley Street and Locust Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # V.6.

To receive and place on file the request to establish a 3-WAY STOP condition at the intersection of Western Avenue and Maryhill Drive.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # V.7.

To refer to staff the request to discuss change in the customer pick-up and parking policy on Washington Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # V.8.

To receive and place on file the request on behalf of west side residents for a full traffic study of Liberty Street & Fisk Street area as residents are concerned about their safety.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # V.9.

To receive and place on file the request on behalf of the Western Corridor Neighborhood Association to discuss the Ben Edinger Trail crossing at Shawano Avenue.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Economic Development Authority
of the City of Green Bay

MEETING DATE

June 18, 2019

PREPARED BY

Ken Rovinski, Staff

AGENDA ITEM # W.I.

To approve the disposition of 929 North Broadway (Tax Parcel 18-502) to Modern Built LLC for use with the Redevelopment Authority's New Homes in Your Neighborhood program.

BACKGROUND

This property was acquired by the City from the Brown County Treasurer in 2009 as part of a deal with the EDA. There was a single family unit on the property that was demolished, leaving a vacant, buildable site. Although the property is titled under the City and not the RDA, this property has been advertised on the City website under the New Homes in Your Neighborhood (NHIYN) program. Staff felt that this site was most suitable for redevelopment as a single-family, owner occupied house, just like the neighboring property that was previously owned by the RDA. Staff has received an application from Modern Built LLC for the program. Upon completion of the project, the home will be sold for owner-occupancy. The applicant has been working with staff to choose an appropriate building plan suitable for this site and has decided to use the Jackson plan offered in the City's plan book. Upon approval from the EDA for disposition of the property and RDA approval for funding, construction can begin as soon as permits are submitted and approved.

RECOMMENDATION

Approve the disposition of 929 North Broadway (Tax Parcel 18-502) to Modern Built LLC for use with the Redevelopment Authority's New Homes in Your Neighborhood program.

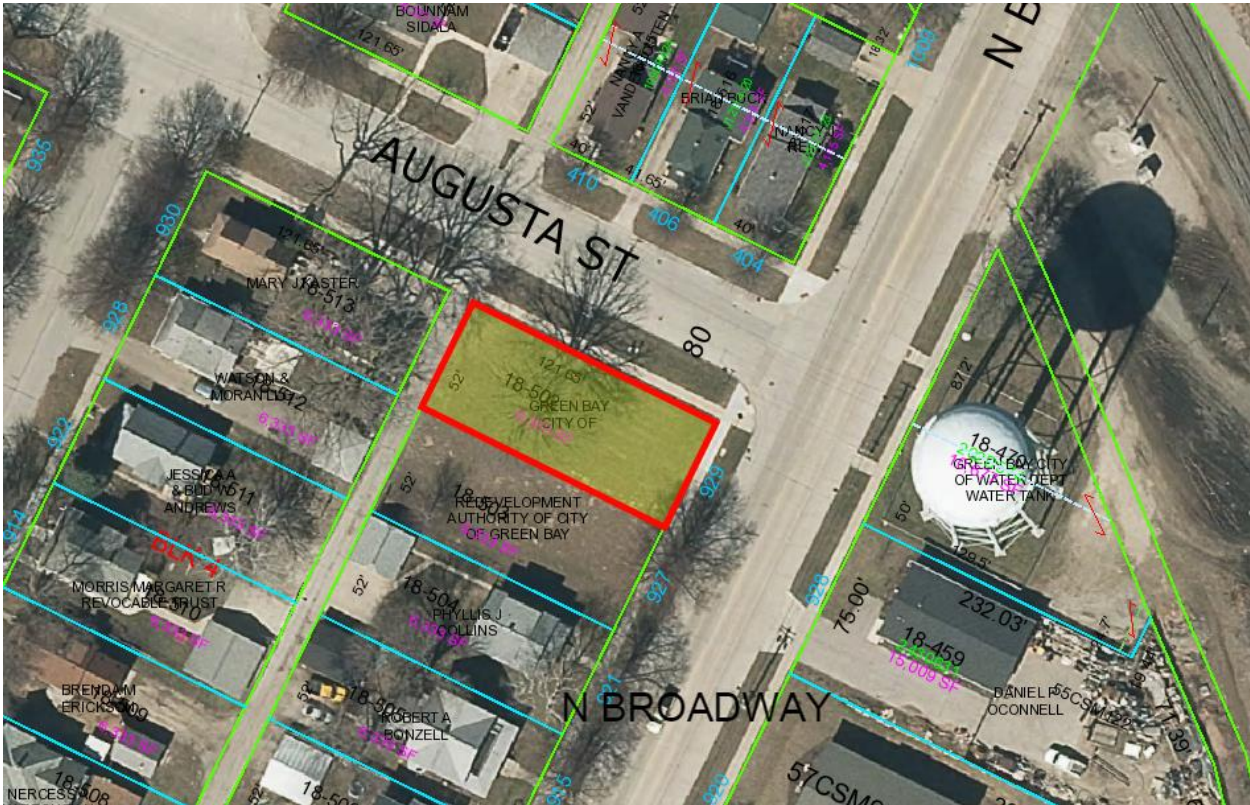
FISCAL IMPACT

This property was acquired by the City from the Brown County Treasurer using \$933.90 from TIF #17. The applicant is seeking the \$25,000 NHIYN grant and will be leveraging \$143,000.00 of their own funds for the construction.

ATTACHMENTS

1. 929 N Broadway report info
2. 929 N Broadway application

929 North Broadway



Property Information:

Parcel ID18-502
Lot Size 52' x 121'
Zoning Residential One

Current Tax Information:

Land Value \$10,500

Date Received: _____
Option Awarded: _____
Payment Received: _____
(For Office Use Only)



NEW HOMES IN YOUR NEIGHBORHOOD PROGRAM
Department of Community and Economic Development
100 N. Jefferson Street, Room 608
Green Bay, WI 54301



PLANNING OPTION APPLICATION FORM

Name/Company MODERN BUILT LLC - JAKE VANDEVOORT
Current Address W2838 ANGLING RD SEYMOUR, WI 54165
Telephone Number (Home) _____ (Work) 920-371-8473
Email doublevjake@hotmail.com
Source of funding (provide proof of available funds w/ application) Self funded
Estimated amount of Investment \$ \$168,000 (1200 sq ft @ \$140/sq ft)
Address of chosen RDA parcel 929 BROADWAY ST. GB WI
Briefly describe the project. Provide preliminary plans. SINGLE FAMILY RANCH
STYLE HOME AS PROVIDED BY CITY. NEIGHBORING HOME TO
BE RANCH STYLE AS WELL.

Will you be able to start construction in the next 6 months?

Yes / No (circle one)

Will you be occupying the house?
IF NO,

Yes / No (circle one)

Will this home be sold for owner occupancy?

Yes / No (circle one)

I certify that I have received a copy of the "New Homes in Your Neighborhood Grant Program Guidelines" and understand and accept the "Guidelines" as the basis for acceptance into the Program.

[Signature]
Signature

5/29/19
Date

Signature

Date



NEW HOMES IN YOUR NEIGHBORHOOD PROGRAM
Department of Community and Economic Development
100 N. Jefferson Street, Room 608
Green Bay, WI 54301



PROGRAM GUIDELINES

The New Homes in Your Neighborhood Program offers an exciting opportunity for new construction on existing neighborhood infill properties owned by the Redevelopment Authority (RDA) of the City of Green Bay. The program provides FREE lots and grant funding to construct single-family units for owner occupancy.

Eligibility:

- Individual(s) or developer(s) who complete(s) the RDA application process and fulfill the requirements outlined below.
- No income restrictions on individual(s) or developer(s) building or occupying the home.
- Applicant(s) may not have any open property complaints and must not have had any citations within the prior year in the City of Green Bay.
- RDA reserves the right to deny any application based on the applicant's ability to provide adequate information, as determined by the staff of the City of Green Bay.

Requirements:

- Final structure must be an owner occupied, single-family unit. (Attached townhomes are eligible if each unit is owner occupied.)
- Design and character must fit that of the existing neighborhood.
 - Final design, site plan and construction proposal must be approved by RDA.
- Applicant is responsible for all construction costs including, but not limited to, surveys and permits.
- Structure must be inspected by City Building Inspectors and deemed code-compliant upon completion.
- Any construction started prior to transfer of property may disqualify applicant from the program. Applicants are advised to not start work until project is approved and funded.
- Project must be completed within one (1) year of the date of transfer of the property.

Grant opportunity:

- Each parcel in the program is eligible for a grant of up to \$25,000. (Amount of grant dependent on proposed need.)
- Terms of grant provided to applicants is as follows:
 - Forgivable recorded, second mortgage loan at zero percent (0%) interest
 - No interest, no payments.
 - Loan will be given at closing of construction loan and can be utilized at first construction draws
 - Mortgage will be satisfied upon receipt of Certificate of Occupancy. (\$30 recording fee paid by applicant.)

- If applicant fails to complete project or is unfinished after 1 year from the date of transfer of land and second mortgage, the loan will be called due with payment in full and land will be returned to RDA.

Process:

- Applicant(s) must apply for a 60-day planning option to complete their due diligence in obtaining finalized construction plans, securing financing and completing any other necessary research pertaining to the project.
 - Once approved by City of Green Bay staff, applicant(s) is/are to submit a \$500 deposit in the form of a cashier's check made out to the "Redevelopment Authority of the City of Green Bay."
 - Deposit will secure the chosen property for the applicant(s) during the planning option period.
- Upon expiration of the 60-day planning option, or any extension thereof, applicant(s) must submit a final proposal to City of Green Bay staff to be evaluated and presented to the RDA with a recommendation for final approval of a development agreement.
- Once a development agreement with the RDA is approved, the planning option is considered fulfilled and the \$500 deposit will be returned to the applicant(s).
 - If the applicant(s) fail(s) to enter into a development agreement with the RDA, the deposit will not be returned.

To apply:

Review PROJECT GUIDELINES, then complete APPLICATION FORM and AUTHORIZATION FORM and submit signed forms to:

**Department of Community and Economic Development
Ken Rovinski, Real Estate Specialist
100 N. Jefferson Street, Room 608
Green Bay, WI 54301**

OR

Email to: kennethro@greenbaywi.gov

Date Received: _____
(For Office Use Only)



NEW HOMES IN YOUR NEIGHBORHOOD PROGRAM
Department of Community and Economic Development
100 N. Jefferson Street, Room 608
Green Bay, WI 54301



AUTHORIZATION FORM

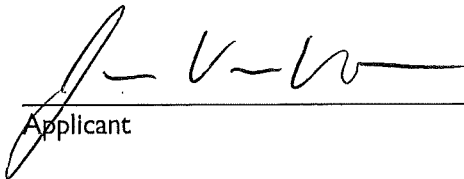
I/We hereby authorize the City of Green Bay, to discuss pertinent information with my financial institution relating to financial capabilities, loan information and any other related assets that are needed to qualify for the New Homes in Your Neighborhood Program.

I/We hereby authorize the City of Green Bay, to discuss pertinent information with my Builder/Developer and any other relevant parties regarding home plans, design and any other applicable information that is needed to qualify and attain the New Homes in Your Neighborhood Program.

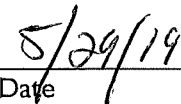
I/We further authorize the City of Green Bay, to receive and /or know of any documents and/or actions relating to our file. In addition, the City of Green Bay may, at its sole discretion, obtain a Credit Bureau Report to verify information submitted to help ascertain eligibility for the Program.

It is understood that a photocopy of this form will also serve as authorization.

The information the City of Green Bay obtains is only to be used in the New Homes in Your Neighborhood Program.



Applicant



Date

Applicant

Date

Detail Summary of Projects Issued

5/1/2019 to 5/31/2019

Proj #	Address	Owner	Applicant	Fees Paid	Estimated \$	Status
86854	3333 LARGO RIDGE DR..21-8213	LARGO RIDGE DEV LLC	JOHNNY B HOME CONSTRUCTION	\$1,306.33	\$265,000.00	Pending
[01-101 - Single Family House, Detached] SINGLE FAMILY 1-STORY HOME PLUS BASEMENT						
86955	3622 CHURCH RD..22-2154	TJDM LLC	JOHNNY B HOME CONSTRUCTION	\$1,314.70	\$240,000.00	Pending
[01-101 - Single Family House, Detached] SINGLE FAMILY 1-STORY PLUS BASEMENT						
86956	1223 BAY MIST DR..21-8240	LARGO RIDGE DEV LLC	JOHNNY B HOME CONSTRUCTION	\$1,306.33	\$250,000.00	Pending
[01-101 - Single Family House, Detached] SINGLE FAMILY 1-STORY PLUS BASEMENT						
87059	911 BARRONWOOD DR..21-8370	GLJB INVESTMENTS LLC	JOHNNY B HOME CONSTRUCTION	\$1,191.58	\$140,000.00	Pending
[01-101 - Single Family House, Detached] SINGLE FAMILY ONE STORY HOME PLUS BASEMENT						
87060	915 BARRONWOOD DR..21-8369	GLJB INVESTMENTS LLC	JOHNNY B HOME CONSTRUCTION	\$1,191.58	\$140,000.00	Pending
[01-101 - Single Family House, Detached] SINGLE FAMILY ONE-STORY HOME PLUS BASEMENT						
87061	921 BARRONWOOD DR..21-8368	GLJB INVESTMENTS LLC	JOHNNY B HOME CONSTRUCTION	\$1,191.58	\$140,000.00	Pending
[01-101 - Single Family House, Detached] New single family - SINGLE STORY PLUS BASMENT W/ATTACHED GARAGE						
87191	3537 BAY HARBOR DR..22-2047	SHARON LEA BERG	ROBERT PETERS CONSTRUCTION	\$1,687.27	\$420,000.00	Pending
[01-101 - Single Family House, Detached] ONE-STORY SINGLE FAMILY HOME WITH GARAGE PLUS BASEMENT						
87269	321 BLUE SKY CI..21-7941	ABE & DR SEBEEHA BEDI	ARMSTRONG HOMES LLC	\$1,964.21	\$427,500.00	Pending
[01-101 - Single Family House, Detached] SINGLE FAMILY, ONE-STORY W/ATTACHED GARAGE						
86969	333 NORTHERN AV..5-338	BOARDWALK PROPERTIES LLC	M&R ELECTRIC	\$510.00	\$20,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] Opening up kitchen wall. Reframe bathroom wall. New cabinets, sink, update electrical, plumbing, hvac. OPEN WALL TO KITCHEN, REFRAME BATHROOM WALL, NEW CABINETS, COUNTERTOP, SINK, TOILET, PAINT, CARPET & VINYL FLOORING, UPDATI ELECTRIC SWITCHES AND PLUGS						
87011	363 FIELDSTONE CT..21-5019	DANIEL D LYONS & BROOKH S J LYONNS		\$280.00	\$50,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] EC- UNDER 100 CY EXCAVATION. WILL HAVE JUST CRAWL SPACE. (16X18)						
87014	1122 ROCKDALE ST..1-2415	DANNY M WALLACE	COUNTERTOP SPECIALISTS	\$200.00	\$16,632.00	Pending
[02-434 - Single-Family Residential Building, Alteration]						
87016	611 ROBERT LN..21-3396	KEVIN J & MARGARET A GRACYALNY	MGB CONSTRUCTION LLC	\$175.00	\$18,000.00	Pending
[02-434 - Single-Family Residential Building, Alteration] -Adding basement bathroom -Replacing one exterior wall(rotted). - Sheetrock ceiling bar area of basement. 50 percent of room must be 7'						
87025	1015 SHEA AV..18-65	JOHNATHAN A BAKER	CARDINAL CONSTRUCTION OF APPLETON LLC	\$206.30	\$2,600.00	Pending
[02-434 - Single-Family Residential Building, Alteration] REMOVING SHEETROCK AND DOING FULL INTERIOR REMODEL. LOWERING CEILING, UPGRADING ELECTRICAL, PLUMBING, AND HVAC. OWNER STATED WINDOWS HAD BEEN REPLACED PRIOR TO PURCHASED. NEW CONTRACTOR TO ENSURE PROPER HEADERS. OWNER STATED NO OTHER STRUCTUAL WORK TO BE DONE.						
87042	612-614 VAN CASTER DR..21-326-14	GREGORY L & MARY T BOSSELL	HUCEK PLUMBING & HOME REPAIR	\$175.00	\$7,000.00	Closed

[02-434 - Single-Family Residential Building, Alteration]

87057	708 N BROADWAY..5-71	SERENE PROPERTIES LLC	SEPPEL CONSTRUCTION LLC	\$50.00	\$0.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] contractor demo flor to see repairs needed will return with plan and calcs on necessary repairs to pull permit.

FLOOR SAGGING - DEMO AND REPAIR - DEMO PERMIT ONLY

87080	1207 SHADOW LN..1-2221	DENNIS L & JULIE A BEHNKE	BAUGNET CUSTOM HOMES	\$150.00	\$23,000.00	Closed
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[02-434 - Single-Family Residential Building, Alteration] HEATING, LIGHTING AND DRYWALLING.

87105	924 EMILIE ST..16-312	TARA L GOKEY	OWNER	\$368.16	\$40,000.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] WILL HAVE TO GO TO HPC AND VARIANCE-APPROVED.

CUP approved for Carriage house above garage.

-ELECTRIC WALL MOUNT HEAT.

87122	3370 PEBBLE BEACH CT..22-1677	ROBERT H & GERALYN M WAGNER	DELEERS CONSTRUCTION	\$225.00	\$18,133.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] Laundry room remodel

87132	2770 WOODSTOCK CT..21-4954	ALAN & KATHLEEN REINERT	OWNER	\$150.00	\$3,500.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] (HAD FROST WALL INSTALLED ALREADY FROM PREVIOUS OWNER)

87143	920 ST. GEORGE ST..7-169-1	JAYSON WERTEL	ZH LLC	\$50.00	\$0.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] HANDRAILS ON FRONT DECK, DRYWALL, DOORS, ROOF, SIDING.

REPAIR HANDRAILS ON FRONT DECK, REPAIR DRY WALL CRACKS, REPLACE FRONT DOOR, REPLACE ROOF ON HOME AND GARAGE,

87152	515 RUTH ST..21-2475-F-42	MARTIN D & CECILIA MORALES	OWNER	\$125.00	\$500.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] Removing wall and removing electrical outlets and switches in wall .

87177	516 HUBBARD ST..4-97	BRIAN H JOHNSON	CREATIVE EDGE PROPERTIES LLC	\$175.00	\$15,000.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] KITCHEN REMODEL

87180	811 S OAKLAND AV..2-354	WELLS FARGO BANK NA	LUMBERJACK PROPERTY DEVELOPEMENT	\$50.00	\$8,000.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] REPLACING SUBFLOOR ONCE DEMO IS STARTED AND WILL FOLLOW UP WITH MORE INFORMATION

87287	708 N BROADWAY..5-71	SERENE PROPERTIES LLC	SEPPEL CONSTRUCTION LLC	\$75.00	\$4,000.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] REPLACE ROTTED FLOOR JOISTS IN KITCHEN AND BATH AREA. NEW 3/4 PLYWOOD ADDED TC EXISTING FLOOR THROUGHOUT.

87289	827-829 N ASHLAND AV..18-579	VANG N VUE	NATHANIEL GOSSON	\$322.00	\$20,000.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] REPLACING SWITCHES, OUTLETS, LIGHTING FIXTURES AND CIRCUIT BREAKER PANEL

NEW FLOORING, PAINT, NEW KITCHEN CABINETS REPAIR/REPLACE DAMAGED DRYWALL/PLASTERING.

87346	1609 S ONEIDA ST..1-2329	ACCESS PROPERTIES LLC 3RD LEVEL	WESTERFELD CONSTRUCTION	\$150.00	\$18,500.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] KITCHEN REMODEL INCLUDING REMOVAL OF WALL

87366	1400 N BAIRD ST..21-1198-6	PERRY PARK PARTNERS	OWNER	\$50.00	\$600.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] ROOF REPAIR FROM TREE DAMAGE AFTER STORM

87388	2609 SHERRY LN..21-4589	ANDREW WENIG	OWNER	\$225.00	\$1,000.00	Pending
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[02-434 - Single-Family Residential Building, Alteration]

87394	513 GOODELL ST..17-934-A	JANDRAIN RENTALS LLC	NATHANIEL GOSSON	\$248.00	\$30,000.00	Pending
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[02-434 - Single-Family Residential Building, Alteration] PER CONTRACTOR NO STUCTUAL WORK TO BE DONE. NO HVAC. NO WORK IN BASEMENT. P.O.

86824	607 13th AV..2-651	MATTHEW T TOEBE	OWNER	\$164.22	\$20,000.00	Pending
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[03-434 - Addition to Single-Multi Family Residential Units

] BUILD 26' X 26' ATTACHED GARAGE

RAZE OLD GARAGE

87036	1115 KENWOOD ST..1-2272	RONALD C & TIFFANY ORZECH JR	RUSTIC TOUCH RENOVATIONS	\$230.00	\$25,000.00	Pending
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[03-434 - Addition to Single-Multi Family Residential Units

] Two additions-one on side and one on rear.

-Adding egress window

87184	621 GOODELL ST..17-1060	HEATHER F CLANCY	JIM HAVERKORN CONSTRUCTION	\$250.00	\$70,000.00	Pending
[03-434 - Addition to Single-Multi Family Residential Units] Add two dormers on 2nd floor. Rebuild staircase						
86881	607 N HENRY ST..21-2247	TSMU LLC	BADGERLAND DEMOLITION	\$175.00	\$10,000.00	Pending
[05-645 - Raze Sungle-Family house(attached or detached)]						
86423	520 CLEMENT ST ..21-1254-A	DENNISONS INVESTMENTS LLC	DENNISONS INC	\$5,016.00	\$620,000.00	Pending
[08-104 - 3-4 Family Building (refer to 06-103).] SEE DRAG FILE UNDER THE ADDRESS....STORMWATER NEEDS TO BE DONE BEFORE THIS IS RELEASED, PER MIKEDE - PaulVC 3/27/2019						
NEW 9 UNIT MULTI-FAMILY BLDG#4 Approved to continue -MGD 5/13/19 See above note						
87196	522 CLEMENT ST..21-1254-A	DENNISONS INVESTMENTS LLC	DENNISONS INC	\$4,716.00	\$650,000.00	Pending
[08-105 - 5 or more family building(refer to 06-103)] NEW 9 UNIT MULTI-FAMILY BLDG #2						
87197	538 CLEMENT ST ..21-1254-A	DENNISONS INVESTMENTS LLC	DENNISONS INC	\$4,772.00	\$650,000.00	Pending
[08-105 - 5 or more family building(refer to 06-103)] NEW 9 UNIT MULTI-FAMILY						
87265	2441-1 REMINGTON RD..21-7972	BLUE VIPER LLC	BOSTAD BUILDINGS LLC	\$245.00	\$600,000.00	Pending
[08-104 - 3-4 Family Building (refer to 06-103).] Permit to start on the footing & foundation only. NO PLUMBING work.						
86964	1700-1710 9th ST..6-199-6	S & Y HOLDINGS LLC	BEST ENTERPRISES, LLC	\$240.00	\$34,500.00	Pending
[09-647 - Raze 3 & 4 Family Building] EC approved						
74616	1760 BADGER ST..6-257-3	SUNRISE INVESTMENT PROP	J&H CUSTOM BUILDING	\$1,094.40	\$0.00	Pending
[10-434 - Multi-Family Residential Building Alteration] Repairing strctural components of the basement and damp-proofing/insulating the crawl space. HVAC was only a dryer duct, so the review fee for that was eliminated. - PaulVC OWNER CALLED 5/28/2019 wanting to deviate from the plan relative to insulation. Told him to follow the plan or resubmit plan for review and approval.- PaulVC						
86667	111 N BROADWAY..4-264	THE DOCKING STATION LLC	JAMES KASSNER CONSTRUCTION, INC.	\$622.47	\$0.00	Pending
[10-434 - Multi-Family Residential Building Alteration]						
87085	118 S WASHINGTON ST..12-341	CHRISTOPHER A BELL	OWNER	\$360.00	\$0.00	Pending
[10-434 - Multi-Family Residential Building Alteration]						
87156	1601 N QUINCY ST..20-684-A	GREEN BAY PACKAGING INC	MIRON CONSTRUCTION	\$245.00	\$132,613.00	Pending
[11-320 - Industrial buildings(factories, machine shops, paper mills, beverage plants, manufacturing plants, printing plants)] FOOTING & FOUNDATION ONLY						
76107	1919 S BROADWAY..1-1407	GEORGIA PACIFIC CORP	BOLDT CONSTRUCTION	\$1,175.00	\$195,000.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] BATHROOM IN BUILDING 126						
86432	533 E WALNUT ST..11-225	GREEN BAY BUSINESS CENTER III LLC	IEI GENERAL CONTRACTORS	\$5,014.00	\$600,000.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] SITE PLAN - SEE GROUP NOTES ON BOTTOM (MERGED UNDER 86659) TENANT BUILDOUT						
86468	2820 DURHAM RD..22-145	CITY OF GREEN BAY-CLERK	MJI BUILDING SERVICES LLC	\$0.00	\$318,000.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] New Address 2820 Durham Rd. addres is not 2765						
86856	701 CHERRY ST..10-61	BROOKVIEW MEADOWS LLC	OWNER	\$6,122.55	\$0.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] SCHOOL REMODEL						
87066	1811 E MASON ST..21-1307-4	TCG&D PROPERTIES LLC	BAYLAND BUILDINGS INC	\$360.00	\$0.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Framing up 4 office spaces						
87078	1265 LOMBARDI AV..1-1841-A	CITY OF GREEN BAY-CLERK	MIRON CONSTRUCTION	\$1,148.75	\$0.00	Pending
[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration]						
87145	500 PINE ST..11-170	ENCOMPASS CHILD CARE INC	IEI GENERAL CONTRACTORS	\$70.00	\$0.00	Pending

[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Repair on the south of building

87204	413-415 S MADISON ST..13-179	MCE PROPERTIES LLC	MCE PROPERTIES LLC	\$360.00	\$20,000.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Level 1, New business to be Multimedia Communications and Engineering.

87306	2231 N QUINCY ST..20-690	GREEN BAY METROPOLITAN SEWERAGE DISTRICT	MIRON CONSTRUCTION	\$4,908.46	\$870,000.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] REMODEL OF THE EXISTING ADMINISTRATION BUILDING AT GBMSD. NOTHING STRUCTURAL BEING ALTERED. NEW FLOORING, CEILINGS, STUD WALLS AND SOME ELECTRICAL AND MECHANICAL MODIFICATIONS.

87340	2310 FINGER RD..21-4563	CITY OF GREEN BAY-CLERK	IEI GENERAL CONTRACTORS	\$0.00	\$6,100.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] Basement barrier enhancement

87362	1208 STATE ST..1-818	KEVIN L CHARLES	OWNER	\$210.00	\$4,000.00	Pending
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[12-437 - Commercial, Non-Residence, Non-Housekeeping, Alteration] CEILING REMOVAL AND LEAVE OPEN/ NEW LIGHTS / INSTALL NEW DUCT HVAC

86547	1121 RADISSON ST..20-622	PJ S OF DE PERE LLP	BAYLAND BUILDINGS INC	\$2,497.65	\$0.00	Pending
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[13-437 - Addition to Commercial, Non-Residential Non-housekeeping] EC approved, PERMITTED on 5/6/2019 for footing and foundation ONLY! NEED PLUMBING submittal and review.

86656	1516 ATKINSON DR..6-18-2	TRIPLE P INC	BAYLAND BUILDINGS INC	\$4,636.50	\$0.00	Pending
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[13-437 - Addition to Commercial, Non-Residential Non-housekeeping] EC Approved 4/5/19

87035	2100 LARSEN RD..6H-1074-6	LARSEN LAND LLP	FRED MICHIELS CONSTRUCTION	\$70.00	\$100,000.00	Pending
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[13-437 - Addition to Commercial, Non-Residential Non-housekeeping] FOR CONCRETE TRUCKS

86960	1919 S BROADWAY..1-1407	GEORGIA PACIFIC CORP	TOTAL WRECKING & ENVIRONMENTAL LLC	\$120.00	\$1,200,000.00	Pending
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[15-649 - Raze Commercial Building or other Structure]

87072	1530 BYLSBY AV..6-34	WISCONSIN PUBLIC SERVICE	BRANDENBURG INDUSTRIAL SERVICES	\$70.00	\$0.00	Pending
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[15-649 - Raze Commercial Building or other Structure] INTERIOR DEMILITION AS PART OF ABATEMENT FOR ASBESTOS(WILL BE PHASE1)

87139	550 LAWRENCE ST..21-2263-10	GREEN BAY DRESSED BEEF LLC	SCHUH CONSTRUCTION	\$140.00	\$15,000.00	Pending
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[15-649 - Raze Commercial Building or other Structure] COMMERCIAL BUILDING, NO FOUNDATION= JUST SLAB(UNDER 100 CY EXCAVATION NO EC PERMIT)
FLOOR SLAB & FOUNDATION TO REMAIN FOR THE TIME BEING

87207	725 S WEBSTER AV..14-852	BELLIN MEMORIAL HOSPITAL	SRSE	\$140.00	\$800.00	Pending
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[16-*** - Temporary Office or Trailer]
] 40 X 80 TENT

87208	1100 PORLIER ST..17-1052	CITY OF GREEN BAY-CLERK	SRSE	\$140.00	\$20,000.00	Pending
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[16-*** - Temporary Office or Trailer]
] EXPO AND CORPORATE CHALLENGE TENTS FOR ANNUAL BELLIN RUN

87209	601 S WEBSTER AV..14-860	CITY OF GREEN BAY-CLERK	SRSE	\$140.00	\$300.00	Pending
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[16-*** - Temporary Office or Trailer]
] 30 x 30 TENT

87237	1265 LOMBARDI AV..1-1841-A	CITY OF GREEN BAY-CLERK	OWNER	\$240.00	\$0.00	Pending
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[16-*** - Temporary Office or Trailer]
] Temporary stage structure plans and calculations were submitted and filed. They are designed and stamped by an engineer. Counter review for basics of: building material, wind loads, size, etc.

87241	348 S WASHINGTON ST..13-10	THE FREIMANN HOTEL BLDG	OWNER	\$70.00	\$500.00	Pending
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[16-*** - Temporary Office or Trailer]
] FOX HARBOR

87138	915 DIVISION ST..5-456	SHANNON DEL DEBBIO	OWNER	\$150.00	\$5,500.00	Pending
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[17-438 - New Garage or Carport] 20 X24 DETACHED GARAGE & NEW DRIVEWAY

87148	3028 JAUQUET DR..21-7063	JAMES B SPYCHALSKI & KATRINA J DASHNIER		\$125.00	\$28,000.00	Pending
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[17-438 - New Garage or Carport] 30 x 26 Garage located in left rear corner

5/30/2019: PER OWNER - REAR SETBACK WILL BE INCREASED TO 9 FT VS 7 FT ON PLAN, DUE TO DITCH.

87218	926 S QUINCY ST..16-114	PAUL D & KATHRYN O PARISH	DENNIS JOHANEKS CONSTRUCTION	\$150.00	\$45,000.00	Pending
[17-438 - New Garage or Carport] RAZE OF EXISTING BUILDING AND REPLACE/MOVE DRIVEWAY INCLUDED(SEE SITE PLAN). DRIVEWAY AND APPROACH MUST MAINTAIN 2.5 FT SETBACK. NEW GARAGE AND SHED MUST MAINTAIN 4 FT SETBACK FROM PROPERTY LINES. ALL WORK MUST BE ON OWNER PROPERTY. COA approved						
87259	1104 MARQUETTE AV..1-1477	ANTHONY J KUTCHERA	ANTHONY J KUTCHERA	\$150.00	\$14,000.00	Pending
[17-438 - New Garage or Carport] 16x24 detached garage						
87329	810 ROLLING GREEN DR..6H-2672	DENNIS M & CYNTHIA L DELIE	DENNIS M & CYNTHIA L DELIE	\$153.20	\$15,000.00	Pending
[17-438 - New Garage or Carport] CONSTRUCT A 20 x 28 DETACHED GARAGE ON A CONCRETE SLAB. CONCRETE TO BE PERFORMED BY CONTRACTOR TO BE DETERMINED.						
87331	1832 ST. AGNES DR..6-309-1	DANIEL T MEYER	V & V CONSTRUCTION	\$100.00	\$17,500.00	Pending
[17-438 - New Garage or Carport] 20 x 24 DETACHED GARAGE WITH CONCRETE APPROACH IN BACK YARD.						
87333	225 S ONEIDA ST..3-1175-F	KAREN L RUDE PIERCE	CREATIVE EDGE PROPERTIES LLC	\$150.00	\$16,000.00	Pending
[17-438 - New Garage or Carport] DETACHED GARAGE & DRIVEWAY REPLACEMENT (EXACT)						
87147	1356 THRUSH ST..18-1472	CHRIS M & ANN M BUKOURICZ		\$125.00	\$0.00	Pending
[18-438 - Remodel Garage or carport or Shed] Per Paul Neumeyer owner may do work up to 50 percent of the assessed value of the home due to home and garage are existing non conforming structures per the zoning requirements. Owner was advised he could replace slab and reconstruct garage like in kind. P.O.						
87099	1512 MAIN ST..8-21	RICK L & PATRICIA M SEDENQUIST	OWNER	\$50.00	\$200.00	Pending
[21-649 - Demolition of all Other Buildings or Structures] SLAB REMAINING FOR PARKING						
87245	225 S ONEIDA ST..3-1175-F	KAREN L RUDE PIERCE	OWNER	\$50.00	\$0.00	Pending
[21-649 - Demolition of all Other Buildings or Structures] RAZE GARAGE TO FUTURE BUILD NEW ONE. 20 X 30						
87032	831 RAYMOND ST..2-1382	MICHAEL W & DAWN M WRIGHT	OWNER	\$50.00	\$6,000.00	Pending
[22-328 - Shed, Yard Building] -8x18 = 144 sf stick built shed -6' wood fence rear and sides.						
87075	1342 HARVEY ST..8-574	JOHN M & ROSALIA FRISQUE	OWNER	\$50.00	\$1,499.00	Pending
[22-328 - Shed, Yard Building] 8X13 PREFAB ON CONCRETE SLAB(ANCHORED TO CONCRETE)						
87079	1209 REED ST..3-1203	CHRISTOPHER J LUTZKE	OWNER	\$50.00	\$1,000.00	Pending
[22-328 - Shed, Yard Building] 12x7 stick build						
87092	1159 COLONIAL AV..1-1794	RONALD J & DIANNE L STAIDL	A STAIDL CONSTRUCTION LCC	\$100.00	\$5,000.00	Pending
[22-328 - Shed, Yard Building] 8x14 on rear of garage.						
87096	1707 S ONEIDA ST..1-2230	WEST SIDE MORAVIAN CHURCH	OWNER	\$120.00	\$1,600.00	Pending
[22-328 - Shed, Yard Building] Current detached garage has 12' overhang, will be boxing in 10x10 walls to North(Liberty).						
87151	515 RUTH ST..21-2475-F-42	MARTIN D & CECILIA MORALES	OWNER	\$50.00	\$1,000.00	Pending
[22-328 - Shed, Yard Building] 10x 10 CHANGED LOCATION OF SHED TO OPPOSITE CORNER. 5/30/19						
87181	821 GROSS AV..2-1205	PAUL & LISA LEMMENS	OWNER	\$50.00	\$1,150.00	Pending
[22-328 - Shed, Yard Building] ON CONCRETE SLAB 8 x 10 SHED						
87267	2935 SORENSON DR..6H-3580	JAMES D & LINDA A MULLINAX	OWNER	\$50.00	\$1,500.00	Pending
[22-328 - Shed, Yard Building] 12X10 VINYL SIDING TO MATCH HOUSE						
87275	1227 S FISK ST..6-622	RONALD L & GEORGIA L JOSLIN	TJ CONSTRUCTION	\$150.00	\$6,500.00	Pending
[22-328 - Shed, Yard Building] new 16 X 20 shed on existing slab						
87283	420 14th AV..3-685	BENIGNO J JAUREGUI	OWNER	\$50.00	\$250.00	Pending
[22-328 - Shed, Yard Building] 8X10 STICK BUILD						

87318	2641 VAN BEEK RD..21-4556 [22-328 - Shed, Yard Building]	THOMAS J & KAREN R TEDESCHI	OWNER	\$50.00	\$1,000.00	Pending
87364	405 ST. JUDE ST..6-1863-24 [22-328 - Shed, Yard Building] 10 X 12 YARD SHED/ 30' LONG FENCE REAR YARD	SCOTT A & JACQUELINE K OLINSKE	OWNER	\$50.00	\$2,000.00	Pending
86793	1016 MT MARY DR..21-1111-D-102 [23-434 - Deck, Porch, Patio] 33x12 upper 16x12 lower DECK-TRGX COMPOSITE DOCKING-PT FRAMING	PATRICIA R MURPHY	CREATIVE DECK & GAZEBO'S	\$100.00	\$29,000.00	Pending
87095	2900 ST ANTHONY DR..21-283-1 [23-434 - Deck, Porch, Patio]	CARDINAL CAPITAL MANAGEMENT INC	OWNER	\$70.00	\$3,000.00	Pending
87115	910 DEWCLAW ST..21-4222 [23-434 - Deck, Porch, Patio]	MARK D DART	ABSOLUTE CONCRETE LLC	\$50.00	\$0.00	Pending
87116	141 PURPLE SAGE DR..21-8161 [23-434 - Deck, Porch, Patio] 12x16	K PHILLIPS CARPENTRY & HOME IMPROVEMENTS LTD	JAKE LENSS CONSTRUCTION	\$100.00	\$10,200.00	Pending
87142	509 SCOTT DR..6-2527 [23-434 - Deck, Porch, Patio] 10x18 concrete	WESLEY M BRINGE	OWNER	\$50.00	\$650.00	Pending
87226	1119 REDWOOD DR..1-1868 [23-434 - Deck, Porch, Patio] Rear(12x14) Front (6x4)	NICOLE L PETERS	OWNER	\$100.00	\$3,000.00	Pending
87242	544 ZELAS DR..21-3125 [23-434 - Deck, Porch, Patio]	BRIAN J & DONNA M HINCKLEY	OWNER	\$100.00	\$6,529.36	Pending
87256	3119 HUMBOLDT RD..21-2997 [23-434 - Deck, Porch, Patio] ATTACH DECK TO BACK OF GARAGE	THOMAS H BRUNETTE	OWNER	\$100.00	\$6,889.69	Pending
87261	1441 BIEMERET ST..6-898 [23-434 - Deck, Porch, Patio] Deck on back of house. Fence along side yard and gate by house	JORDAN M & COURTNEY A KLINGSPORN	OWNER	\$100.00	\$1,400.00	Pending
87263	1537 MORROW ST..19-176 [23-434 - Deck, Porch, Patio]	NOEMI I MONTIEL	OWNER	\$50.00	\$800.00	Pending
87293	922 N CHESTNUT AV..18-511 [23-434 - Deck, Porch, Patio] New 5 x 7 deck on side of house.	JESSICA A & BUD W ANDREWS	OWNER	\$100.00	\$1,000.00	Pending
87365	726 LAWE ST..16-142 [23-434 - Deck, Porch, Patio] front and back, reroof, morar repair COA APPROVED, IN DRAG	AARON L & ERICA A SMITS	TOP SHELF HOME	\$75.00	\$50,000.00	Pending
87407	1027 12th AV..2-849-A [23-434 - Deck, Porch, Patio] PER ORDERS REPLACING STEPS TO REAR PATIO THAT WERE MISSING	DENNISONS INVESTMENTS LLC	TIBBS HOMES LLC	\$50.00	\$150.00	Pending
87045	1165 9th ST..1-413 [25-329 - Swimming Pool] 42" HIGH. HAS FENCE AROUND BACK YARD	MARIA A ST AUBIN	OWNER	\$50.00	\$225.00	Pending
87101	616 ONTARIO RD..21-7020 [25-329 - Swimming Pool] 52" HIGH WALLS - WILL PULL DECK AT FUTURE DATE UNDER SEPARATED PERMIT	JAMES M & SHELLY L PELISHEK	OWNER	\$175.00	\$6,000.00	Pending
87063	1109 S QUINCY ST..16-209 [28-434 - Foundation Repair] Waterproof 12' of east wall and 30' of north wall.	OLSEN ARTHUR E III & MARY C K REVOCABLE TRUST	GARY BASTEN CONSTRUCTION	\$50.00	\$13,995.00	Pending

87064	408 S VAN BUREN ST..14-635	HELEN M DESOTELL REVOC TRUST	GARY BASTEN CONSTRUCTION	\$50.00	\$12,675.00	Pending
[28-434 - Foundation Repair] Repair 20' of south wall and 6' of west wall						
87091	1169 PERROT ST..20-609	SUSIE LILLIANA GAMBOA	OWNER	\$50.00	\$600.00	Closed
[28-434 - Foundation Repair] WORK AROUND FOUNDATION TO WATER PROOF IT, PUTTING CONCRETE AROUND IT AND GRADING SLOPE						
87187	1435 CROOKS ST..17-890	TRAVIS ENTERPRISES REVOCABLE LIVING TRUST	KRAUSE CONSTRUCTION LLC	\$75.00	\$0.00	Pending
[28-434 - Foundation Repair]						
87250	1571 KIMBALL ST..8-523	COURTNEY THEYS	OWNER	\$50.00	\$2,000.00	Pending
[28-434 - Foundation Repair]						
87310	620 SCHOEN ST..21-2484	MICHAEL BRUESCH	BASEMENT REPAIR SPECIALISTS, LLC	\$50.00	\$5,016.00	Pending
[28-434 - Foundation Repair] INSTALL 10 TUBULAR BEAMS ALONG BASEMENT WALLS TO REINFORCE AGAINST INWARD DEFLECTION. INSTALL 1 CARBON FIBER STRAP ON FOUNDATION WALL AS WELL.						
87286	622 ELIZA ST..16-110	GREEN BAY AREA PUBLIC SCHOOL DISTRICT	NORTHERN METAL & ROOFING	\$70.00	\$108,000.00	Pending
[33-*** - Roofing] MEMBRANE						
87301	3237 VOYAGER DR..21-177-1	BTH PROPERTIES LLC	SCHAUS ROOFING & MECHANICAL CONTRACTORS, INC	\$70.00	\$4,470.00	Pending
[33-*** - Roofing] 308 Sf installation of new single ply roof on entryway						
87302	2253 W MASON ST..6H-1088-4-2	AURORA HEALTH CARE INC	SCHAUS ROOFING & MECHANICAL CONTRACTORS, INC	\$472.50	\$29,974.00	Pending
[33-*** - Roofing] 3500 SQ FT INSTALLATION OF NEW SINGLE PLY ROOF ON SOUTHWEST CORNER ENTRANCE						
87338	1567 DECKNER AV..8-391	GREEN BAY AREA PUBLIC SCHOOL DISTRICT SULLIVAN	CRAFTS INC	\$70.00	\$135,000.00	Pending
[33-*** - Roofing] 12100 sf						
87339	1306 S RIDGE RD..6-202	GREEN BAY AREA PUBLIC SCHOOL DISTRICT JACKSON	PHD ROOF DOCTORS, INC	\$70.00	\$118,520.00	Pending
[33-*** - Roofing] Building 5 and 6						
87356	736 S MADISON ST..15-68	PATRICK J REED LE	SECURITY-LUEBKE ROOFING	\$70.00	\$5,500.00	Pending
[33-*** - Roofing] HISTORICAL APPROVED						
75361	616 ONTARIO RD..21-7020	JAMES M & SHELLY L PELISHEK	OWNER	\$50.00	\$6,500.00	Pending
[34-*** - Window, Door, Replacement] (per owner, basement was already finished off and will now be using for bedroom)						
87028	622 BODART ST..11-48	NEW COMMUNITY CLINIC LTD	IEI GENERAL CONTRACTORS	\$70.00	\$0.00	Pending
[34-*** - Window, Door, Replacement] 17 windows						
87382	830 CORNELIUS DR..21-1111-D-267	STEVEN R & KELLY J HUNTLEY JR	OWNER	\$50.00	\$500.00	Pending
[34-*** - Window, Door, Replacement] -Installing egress window in living room area in basement. Owner stated this was not a bedroom.						
75344	516 NORTHERN AV..5-283	PAULA J HEARLEY	N&L CONCRETE	\$50.00	\$6,250.00	Pending
[35-*** - Driveway Expansion] Variance for less than 2.5' setback						
86872	1103 MARSHALL AV..18-186	TYLER BEMKE	BRIAN MCENEN CONCRETE LLC	\$50.00	\$1,500.00	Pending
[35-*** - Driveway Expansion] PER PAUL NEUMEYER SITE PLAN WAS APOVED FOR 12' EXPANSION TO THE RIGHT OF THE CURRENT DRIVEWAY ON DETACHED SINGLE STALL GARAGE ENTERING FROM THE SIDE YARD WITH TAPER 5' FROM PROPERTY LINE.						
87022	606 N ASHLAND AV..5-1030-1	BRANDY BAY PROPERTIES	QUALITY ASPHALT	\$50.00	\$2,300.00	Pending
[35-*** - Driveway Expansion] 12 FT WIDE BY 40 FT DEEP ASPHALT DRIVEWAY PER SITE PLAN OWNER STATED ASPHALT WOULD BE APPROX 3 FT FROM PROPERTY LINE.						
87049	911 ROLLING GREEN DR..6H-2676	MICHELLE L MYERS	OWNER	\$100.00	\$18,000.00	Pending

[35-*** - Driveway Expansion] variance for 2 driveways on one street frontage.

Remove driveway and fill in garage door opening 911 Rolling Green Dr. access and move to Open Gate trail side.

87071	2615 NICOLET DR..22-170-17	THOMAS F & DIANE E HEYRMAN	COUNTRYSIDE CONCRETE	\$50.00	\$20,000.00	Pending
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[35-*** - Driveway Expansion] REPLACEMENT OF DRIVEWAY IN KIND.

87074	1312 WEISE ST..21-1666	ROSARIO NUNEZ PALACIO	OWNER	\$50.00	\$2,000.00	Pending
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[35-*** - Driveway Expansion] BEHIND HOUSE

87077	989 HOWARD ST..3-497	MAD MANAGEMENT LLC	OWNER	\$50.00	\$500.00	Pending
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[35-*** - Driveway Expansion] DRIVEWAY EXPANSION

87135	1145 DOUSMAN ST..5-692-B	DENNIS A & DEBORAH L TREPANIER	BAETEN CONCRETE LLC	\$50.00	\$0.00	Pending
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[35-*** - Driveway Expansion]

87149	1629 E MASON ST..21-1939	JOHN T & PATRICIA A SWIECICHOWSKI	OWNER	\$130.00	\$7,000.00	Pending
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[35-*** - Driveway Expansion] See site plan on file, only going to repair to the back corner of home and up to the sidewalk. In the Bathroom, moving bathtub and toilet 90 degrees. No structural changes to walls.

87150	131 ALPINE DR..21-54-4	MATTHEW E ZELLNER		\$50.00	\$2,300.00	Closed
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[35-*** - Driveway Expansion] 19 x 20 feet apron in front

87179	1125 REBER ST..20-69	HUMBERTO QUIRINO & ANA M MEDA	T.L. CONSTRUCTION MANAGEMENT CO LLC	\$50.00	\$1,875.00	Pending
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[35-*** - Driveway Expansion] JUST ALONG HOUSE AND ENTRANCES

87215	329 DESCHANE PL..21-2336-1-3	BRADD K STEENO	OWNER	\$50.00	\$5,200.00	Pending
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[35-*** - Driveway Expansion]

87217	1504 S NORWOOD AV..1-639	PATRICK & BETSY SHRIFT	OWNER	\$50.00	\$7,800.00	Pending
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[35-*** - Driveway Expansion] CONCRETE DIRECT REPLACEMENT

87222	3028 WEST POINT RD..6H-2818	CHAD E & PAMELA A ROJAS	CURB N DECOR LLC	\$50.00	\$2,122.00	Closed
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[35-*** - Driveway Expansion] 2 SECTIONS OF DRIVEWAY REMOVED AND REPLACED

87223	2669 FINGER RD..21-107-1	JAMES R & CHRISTINE LEE ROBARGE	OWNER	\$50.00	\$8,000.00	Pending
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[35-*** - Driveway Expansion] ADDING DRIVEWAY TO SIDE OF GARAGE AND WRAPPING AROUND BACK OF GARAGE TO MAKE A PATIO.

87266	3339 BUSHWOOD LN..21-7720	TERESA DAHL	OWNER	\$50.00	\$3,000.00	Pending
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[35-*** - Driveway Expansion]

87308	1018 LYNDON ST..18-592	JENAE HEDMAN	OWNER	\$50.00	\$3,000.00	Pending
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[35-*** - Driveway Expansion] CONCRETE SLAB OFF OF ALLEY 18 X 28

87309	409 OAK ST..3-708	THOMAS W & BARBARA J FRISQUE	GREEN BAY CONCRETE	\$50.00	\$8,000.00	Pending
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[35-*** - Driveway Expansion] EXACT REPLACEMENT

87311	1744 NANCY AV..6-2441	CHAD N BONCHER	OWNER	\$50.00	\$1,200.00	Pending
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[35-*** - Driveway Expansion] REPLACE GRAVEL DRIVEWAY WITH CONCRETE (18' X 34*0

87341	600 W CONSERVANCY CT..21-7951	DEREK J OURADNIK & LAUREN R BADER	WEIDNER CONCRETE CONSTRUCTION	\$50.00	\$3,500.00	Pending
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[35-*** - Driveway Expansion]

87342	1851 JEAN ST..21-2985	JUSTINA ORTIZPATINO	OWNER	\$50.00	\$3,000.00	Pending
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[35-*** - Driveway Expansion]

87397	2483 NEWBERRY AV..21-92	EDITH M GRAETZ	OWNER	\$50.00	\$1,500.00	Pending
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[35-*** - Driveway Expansion]

87027	2586 PECAN ST..21-5242	COREY D & SHERI A HALLSTEN	CUSTOM FENCE	\$50.00	\$0.00	Pending
[36-*** - Fence] 4' (50%) SEE THROUGH ALONG CORNER SETBACK						
87034	405 ONTARIO RD..21-8195	JAMES C & LEILA R HURD	CUSTOM FENCE	\$50.00	\$8,000.00	Pending
[36-*** - Fence] Maintain 7.5' from property line on side yard and 50% up side facade of principle structure.						
87046	911 S ROOSEVELT ST..17-316	MATTHEW B & CASSIE M BAEB	OWNER	\$50.00	\$3,000.00	Pending
[36-*** - Fence]						
87052	1988 E MASON ST..21-1359-1-3	CLIFF WALL MOTOR SALES	JACOB'S FENCE	\$70.00	\$4,000.00	Closed
[36-*** - Fence] 6' WOOD FENCE ALONG REAR OF LOT						
87070	346 MANCHESTER DR..6-2842	LINDA L RHODE	CUSTOM FENCE	\$50.00	\$0.00	Pending
[36-*** - Fence]						
87082	423 MEADOW WIND DR..21-7179	STEVEN MERTENS	LOWES	\$50.00	\$9,500.00	Pending
[36-*** - Fence] 6' vinyl in rear, side						
87084	1752 JUNIPER DR..21-1110-M-118	LAURA J YOUNG	CUSTOM FENCE	\$50.00	\$1,770.00	Pending
[36-*** - Fence] 4' CHAINLINK IN REAR						
87110	902 12th AV..2-801	JENNIFER L SCOTT	CUSTOM FENCE	\$50.00	\$3,259.00	Pending
[36-*** - Fence] 6' VINYL						
87121	983 HOWARD ST..3-496	LAWRENCE H & SUSAN L PETERSON	OWNER	\$50.00	\$700.00	Pending
[36-*** - Fence] 5' CHAINLINK AND 6' WOOD ALONG SIDES						
87131	1141 S OAKLAND AV..1-500	RODNEY L KITTELL	OWNER	\$50.00	\$1,000.00	Pending
[36-*** - Fence] 6' WOOD FENCE ON SIDE YARD. 3' WOOD IN FRONT SETBACK						
87153	805 HARVEY ST..7-35	SAUL BAUTISTA HERNANDEZ	OWNER	\$50.00	\$1,000.00	Pending
[36-*** - Fence] Installing Wood Fence around rear of the property						
87155	1205 13th AV..1-713	JUSTIN T REIMER	OWNER	\$50.00	\$1,500.00	Pending
[36-*** - Fence] Install 6 ft wood fence around backyard.						
87172	1269 SHAWANO AV..3-1036	SHAWANO HEIGHTS LLC	JACOB'S FENCE	\$70.00	\$3,200.00	Closed
[36-*** - Fence]						
87173	1275 SHAWANO AV..3-1037	ARKAD PROPERTIES LLC	JACOB'S FENCE	\$70.00	\$3,200.00	Closed
[36-*** - Fence]						
87175	237 JACOB ST..21-1819	SEAN HEESACKER	OWNER	\$50.00	\$1,500.00	Pending
[36-*** - Fence] 6' High wood privacy fence						
87182	3025 LAWNSDALE DR..21-1111-D-205	LUCAS E & AMANDA L BRACKETT	OWNER	\$50.00	\$1,500.00	Pending
[36-*** - Fence] 6' high wood privacy both side yards from rear of house. Rear lot line fence existing						
87210	831 OREGON ST..4-19	SETHYN CHAMBERLAIN	CUSTOM FENCE	\$50.00	\$3,311.12	Pending
[36-*** - Fence] 6' DOG EARED CEDAR FENCE REAR AND SIDE YARD						
87216	1313 MAIN ST..8-301	GB AREA UNITARIAN UNIVERSALIST FELLOWSHIP INC	OWNER	\$70.00	\$700.00	Pending

[36-*** - Fence] 4' CHAINLINK FENCE

87225	330 12th AV..3-828	JOSE ADRIAN SIDON	OWNER	\$50.00	\$250.00	Pending
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[36-*** - Fence] 6' WOOD FENCE

87230	1158 ELMORE ST..5-1628	CAROLYN M MARTIN	OWNER	\$50.00	\$600.00	Pending
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[36-*** - Fence] Fence in part of front yard 3' 50 % open

87240	1982 CANDLE WAY..6H-2262	VAUNA NELSON	CUSTOM FENCE	\$50.00	\$4,364.29	Closed
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[36-*** - Fence] INSTALL APPROX 122' OF 6' BOARD-ON-BOARD DOG-EARED CEDAR FENCE WITH ONE 4' SINGLE GATE TO ENCLOSE BACK YARD OF HOME

87253	1412 ROSALIE LN..6-1019	JOHN K & CONSTANCE J KNOPE	AL TUCKEY FENCING	\$50.00	\$1,500.00	Pending
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[36-*** - Fence] REAR OF PROPERTY AND 2 GATES EACH SIDE OF HOUSE

87255	1136 BIEMERET ST..1-1391-E	DAWN M GRACYALNY	ROCKEY FENCE LLC	\$50.00	\$882.00	Pending
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[36-*** - Fence]

87260	1210 13th AV..1-725	HOLLY M OLSON	D & L FENCE AND DECK	\$50.00	\$4,000.00	Pending
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[36-*** - Fence] 6' WOOD ONLY SIDE / 4' CHAINLINK IN BETWEEN

87268	445 CORNELIUS DR..21-6670-7	JOSEPH MARETTI & SHANNON SUTTON	CUSTOM FENCE	\$50.00	\$6,500.00	Pending
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[36-*** - Fence] replace existing fence

87272	1551 ELM ST..19-60	ALEJANDRO LOPEZ	OWNER	\$50.00	\$4,000.00	Pending
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[36-*** - Fence] PAVED PATIO BEHING GARAGE

87276	1035 ETHEL AV..18-997-5	CAROL A KUSKE	ROCKEY FENCE LLC	\$50.00	\$3,288.00	Closed
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[36-*** - Fence] 6' CEDAR ALONG SIDE
3' CEDAR IN FRONT

87277	409 FAIRVIEW CT..5-1589	SUSAN B LEMEROND	OWNER	\$50.00	\$3,000.00	Pending
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[36-*** - Fence] 6' VINYL FENCE ALOND NORTH SIDE OF PROPERTY

87288	516-518 KELLY JO DR..6-2883	DANIEL J & JANE F MARKS	OWNER	\$50.00	\$2,000.00	Pending
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[36-*** - Fence] 6' FENCE AROUND REAR YARD AND SEPERATE DOWN MIDDLE

87290	1730 BADGER ST..6-698	RICHARD M & TERESA J SCHROEDER	OWNER	\$50.00	\$1,000.00	Pending
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[36-*** - Fence] 4' CHAINLINK FENCE

87295	1116 CHERRY ST..14-182	TIMOTHY J & TERI L ROAN	CUSTOM FENCE	\$50.00	\$3,730.19	Pending
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[36-*** - Fence]

87312	1013 ROLLING GREEN DR..6H-3703	DARYL T REITER JR	ROCKEY FENCE LLC	\$50.00	\$11,050.00	Pending
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[36-*** - Fence] PREFAB SHED 10X16

87334	1157 S FISK ST..6-616	ZACHARY COOKLE	FENCE LINK	\$50.00	\$2,400.00	Pending
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[36-*** - Fence] 4' CHAINLINK ALONG SIDES

87337	2980 JAUQUET DR..21-73-7	STUART & KATHLEEN HEYRMAN	STUART & KATHLEEN HEYRMAN	\$50.00	\$4,000.00	Pending
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[36-*** - Fence] FENCE IN BACKYARD 6' VINYL

87358	514 N FISK ST..6-1858	KIRK M & MIA SILVA LAAKSO	ATLAS FENCING	\$50.00	\$1,350.00	Pending
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[36-*** - Fence] BUILD 91 FT. OF PRESSURE TREATED LUMBER/PICKET FENCE W/ TWO GATES. ONE GATE ON EACH SIDE OF THE HOUSE IN BACKYARD. 75 FT OF FENCE ON SOUTH EAST SIDE OF BACKYARD.

87363	411 N MONROE AV..11-66	MONROE PLAZA APARTMENTS	PUROCLEAN PROPERTY RESTORATION	\$70.00	\$24,471.00	Pending
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[36-*** - Fence] DUMPSTER ENCLOSURE

87367	1239 REBER ST..20-44-36	FRED M & JILL A HODGKIN III	FOX VALLEY FENCING LLC	\$50.00	\$2,500.00	Pending
[36-*** - Fence] 6' TALL TREATED PINE						
-OWNER TO COMBINE LOTS WITH 20-44-37						
87368	1233-1235 REBER ST..20-44-37	FRED M & JILL A HODGKIN III	FOX VALLEY FENCING LLC	\$50.00	\$2,000.00	Pending
[36-*** - Fence] 6' FENCE						
-OWNER TO COMBINE LOTS WITH 20-44-36						
87370	474 STELLa VISTA DR..21-4381	MATT R & TIFFANNIE R SORENSON	WHIRLWIND POSTHOLES & FENCING, LLC	\$50.00	\$7,500.00	Pending
[36-*** - Fence] REPLACE FENCE						
87386	1500 GRIGNON ST..17-1034	RAFAEL & ELIZABETH SANTOS	OWNER	\$50.00	\$200.00	Pending
[36-*** - Fence] 6' VINYL FENCE RIGHT AND REAR LOT LINE.						
87387	151 MANDRAKE DR..21-8148	GARY J & NANCY A HERMAN	A TO Z QUALITY FENCING	\$50.00	\$4,000.00	Pending
[36-*** - Fence] BOTH REAR SIDE YARDS						
87389	825 HOWARD ST..3-957	JOSHUA BUYARSKI	OWNER	\$50.00	\$1,500.00	Pending
[36-*** - Fence] 6' FENCE AROUND REAR OF YARD						
87390	504 S BAIRD ST..17-404-A	MAXIMILIANO CRUZ SOTO	OWNER	\$50.00	\$1,200.00	Pending
[36-*** - Fence] LEFT SIDE LOT AND FROM HOUSE TO GARAGE						
87409	2009 BASTEN ST..21-2678-M-14	BRUCE E JOHNSON & APRIL R STROM JOHNSON	CUSTOM FENCE	\$50.00	\$3,500.00	Pending
[36-*** - Fence] 3' VINYL AND 3 CHAINLINK						
86877	2420 NICOLET DR..22-147-1	UNIVERSITY OF WISCONSIN BOARD OF REGENTS	SIGNART CO., INC	\$95.00	\$3,444.00	Pending
[37-329 - Signs] NEW DIRECTIONAL SIGN						
86922	1230 BAY BEACH RD..20-695	MC DONALD LUMBER CO	CREATIVE SIGN COMPANY	\$145.60	\$0.00	Pending
[37-329 - Signs] RELOCATED WALL SIGN						
87050	1100 W MASON ST..2-42-A	GEORGIA PACIFIC	Sarah Stark	\$90.00	\$500.00	Pending
[37-329 - Signs] Install a temporary 6' X 3' sign (18 sf) for 90 day s from 5/3/19 - 8/2/19						
87089	520 N BROADWAY, SUITE 210 ..5-1757	DDL HOLDINGS LLC	CREATIVE SIGN COMPANY	\$95.00	\$1,100.00	Pending
[37-329 - Signs] 25 sq ft (2.5' X 10') projecting banner & bracket sign on SW corner of building						
87336	1203-1235 S MILITARY AV..6-199-5	INNOVATIVE PROPERTIES GROUP LLC	Daniel Williams	\$89.58	\$350.00	Pending
[37-329 - Signs] Install 32 sq ft wall sign above storefront entrance to 1235 S Military Ave						
87041	1579 FOELLER DR..8-794	CHER VANG & MAI H LEE	MATT'S SERVICES	\$30.00	\$4,000.00	Closed
[40-*** - Sanitary Sewers] REPAIR SEWER LATERAL						
87136	713 DOUSMAN ST..4-148	NATHANAEL L LUBINSKI	JOSKI SEWER	\$30.00	\$1,000.00	Closed
[40-*** - Sanitary Sewers] SANITARY SEWER CONNECTION						
87235	1210 MT MARY DR..21-429-1-13	DORIS ANN ZIESEMER	KODIAK EXCAVATING	\$70.00	\$2,000.00	Closed
[41-*** - Storm Sewers] CATCH BASIN - SEWER/WATER REPAIR						
87343	919 AUTO PLAZA DR..21-127-3	GANDRUD CHEVROLET NISSAN	AG EXCAVATING	\$30.00	\$0.00	Closed
[41-*** - Storm Sewers] STORM SEWER CATCH BASIN REPAIR						
87026	419 CARRIE LN..6-2620	VANESS FAMILY LTD PARTNERSHIP	GAJESKI TRENCHING	\$1,000.00	\$0.00	Pending

[42-*** - Mini Sewers] MINI STORM SEWER

87166	1120 SUYDAM ST..17-1016-A	ANNA M DAHL	VERN KUMMERS PLUMBING	\$1,000.00	\$0.00	Pending
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[42-*** - Mini Sewers] 6" STORM SEWER

87189	1740-1744 BOLAND RD..6-2478	LEXY S DREAM LLC	FRANCIS BURKEL	\$1,000.00	\$0.00	Pending
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[42-*** - Mini Sewers] MINI SEWER CONNECTION

87406	2459 ROBINSON AV..21-3243	MICHAEL R & ELIZABETH A SCHULTZ	VANRITE PLUMBING	\$30.00	\$1,800.00	Closed
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[42-*** - Mini Sewers] MINI STORM SEWER

87257	355 HEIDELBERG CT..21-5974	NATHAN A KAUFMAN & JACQUELINE M CRAIG	EAND A PLUMBING	\$100.00	\$3,000.00	Pending
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[43-*** - Lawn Sprinklers] TURF PERMIT

87258	821 S QUINCY ST..16-154	DANIEL P & LAURA E MADIGAN	E&A PLUMBING	\$100.00	\$3,000.00	Pending
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[43-*** - Lawn Sprinklers] TURF PERMIT

87313	3466 E MASON ST ..21-171-2	NATURES WAY FINANCE	THE SPRINKER COMPANY INC	\$70.00	\$55,000.00	Pending
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[43-*** - Lawn Sprinklers] NEW TURF WATERING SYSTEM

87314	141 PURPLE SAGE DR..21-8161	K PHILLIPS CARPENTRY & HOME IMPROVEMENTS LTD	THE SPRINKER COMPANY INC	\$100.00	\$4,000.00	Pending
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[43-*** - Lawn Sprinklers] NEW TURF WATERING SYSTEM

87017	610 E WALNUT ST..11-241	TKD PETROLEUM LLC	K KELLY INC	\$70.00	\$1,300.00	Closed
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[44-*** - Water heaters/Appliances] REMOVE & REPLACE ELECTRIC WATER HEATER

87098	1493 ELM ST..19-605	DONNA J VANDER VEREN	NEWCAP, INC.	\$30.00	\$0.00	Closed
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[44-*** - Water heaters/Appliances] WATER HEATER - LOWER UNIT

87190	2215 IMPERIAL LN..21-3379-1	2215 IMPERIAL LANE LLC ETAL	STEVE MUSIAL PLUMBING INCORPORATED	\$30.00	\$1,000.00	Pending
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[44-*** - Water heaters/Appliances] WATER HEATER

87195	1011 MARSHALL AV..18-314	KARL LAURA J LIVING TRUST	NEWCAP, INC.	\$30.00	\$0.00	Closed
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[44-*** - Water heaters/Appliances] WATER HEATER

87248	2610 APPIAN WAY..21-79-3	DARIN E & RACHEL L JOHNSON	LINDQUIST HEATING & PLUMBING	\$30.00	\$30.00	Pending
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[44-*** - Water heaters/Appliances] WATER HEATER

87278	635 S MADISON ST..15-149	MICHAEL W ROCKHILL	NEWCAP, INC.	\$30.00	\$0.00	Closed
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[44-*** - Water heaters/Appliances] WATER HEATER

87280	2441 MATCHWOOD LN..6H-1912	JAMES J & BARBARA A DEWAAL	NEWCAP, INC.	\$30.00	\$0.00	Pending
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[44-*** - Water heaters/Appliances] WATER HEATER

87316	2109 BASTEN ST..21-2222	MEADOWS NORTH GB LLC	K KELLY INC	\$150.00	\$4,000.00	Closed
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[44-*** - Water heaters/Appliances] WATER HEATERS - UNITS A,B,C,D,E

87317	2107 BASTEN ST..21-2222	MEADOWS NORTH GB LLC	K KELLY INC	\$120.00	\$4,000.00	Closed
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[44-*** - Water heaters/Appliances] WATER HEATERS - UNITS A,B,C,D

87319	2105 BASTEN ST..21-2222	MEADOWS NORTH GB LLC	K KELLY INC	\$120.00	\$4,000.00	Closed
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[44-*** - Water heaters/Appliances] WATER HEATERS - UNITS A,B,C,D

87320	2051 BASTEN ST..21-2222	MEADOWS NORTH GB LLC	K KELLY INC	\$150.00	\$4,000.00	Closed
[44-*** - Water heaters/Appliances] WATER HEATERS - UNITS A,B,C,D,E						
87321	2049 BASTEN ST..21-2222	MEADOWS NORTH GB LLC	K KELLY INC	\$120.00	\$4,000.00	Closed
[44-*** - Water heaters/Appliances] WATER HEATERS - UNITS A,B,C,D						
87322	2047 BASTEN ST..21-2222	MEADOWS NORTH GB LLC	K KELLY INC	\$190.00	\$4,000.00	Closed
[44-*** - Water heaters/Appliances] WATER HEATERS - UNITS A,B,C,D						
87353	1730 11th AV..1-1269	KENNETH P WAARALA	NEWCAP, INC.	\$30.00	\$0.00	Closed
[44-*** - Water heaters/Appliances] WATER HEATER						
87354	1210 MICHALINE DR..6-2041	ELIZABETH L & GERALD R DENNY	NEWCAP, INC.	\$30.00	\$0.00	Closed
[44-*** - Water heaters/Appliances] WATER HEATER						
86914	613 S TAYLOR ST..6-2535	MARIA G ARRIAGA PATINO	TMG SOLUTIONS LLC	\$50.00	\$500.00	Closed
[46-*** - Electrical Service Change] FIX DAMAGED WIRING FROM FIRE - RE-INSTALL ELECTRIC METER						
86975	721 CORNELIUS DR..21-1111-D-318	THOMAS R HERBER	ELAND ELECTRIC CORP	\$50.00	\$2,175.00	Pending
[46-*** - Electrical Service Change] REMOVE OVERHEAD ELECTRICAL SERVICE TO HOME AND INSTALL UNDERGROUND ELECTRICAL SERVICE TO HOME.						
86976	910 CORNELIUS DR..21-1111-D-262	JAMES T & VIRGINIA R TURNER JR	ELAND ELECTRIC CORP	\$50.00	\$2,175.00	Pending
[46-*** - Electrical Service Change] REMOVE OVERHEAD ELECTRICAL SERVICE TO HOME AND INSTALL UNDERGROUND ELECTRICAL SERVICE TO HOME.						
87021	1012 FOREST HILL DR..21-1111-D-170	DENNIS F TRZEBIATOWSKI	STIEGLER ELECTRIC	\$50.00	\$966.00	Pending
[46-*** - Electrical Service Change] SERVICE CONVERSION PER WPS						
87029	2975 ALBERT DR..21-1111-D-177	MARK R & PATRICIA B SCHROEDER	ALL POWER ELECTRIC LLC	\$50.00	\$900.00	Pending
[46-*** - Electrical Service Change] 100 AMP OVERHEAD TO 100 AMP UNDERGROUND SERVICE ONLY. NEW GROUNDING TO WATER MAIN.						
87031	868 HUBBARD ST..5-575	BARBARA J WAERZEGGERS	ELAND ELECTRIC CORP	\$50.00	\$4,896.00	Pending
[46-*** - Electrical Service Change] ELECTRICAL SERVICE UPGRADE TO UPPER AND LOWER UNITS HOME						
87038	100 BAY BEACH RD..20-693	GREEN BAY METROPOLITAN SEWERAGE DISTRICT	ELAND ELECTRIC CORP	\$70.00	\$3,450.00	Closed
[46-*** - Electrical Service Change] INSTALLATIONOF 200 A 120/240V ELECTRICAL SERVICE BY NEW DOCKWALL.						
87043	1311 VELD AV..18-708	RDK PROPERTY'S LLC	JASON DEJARDINE	\$70.00	\$500.00	Pending
[46-*** - Electrical Service Change] INSTALL NEW METER FOR RENTED UNIT 1311B. INSPECTION FOR METER SOCKET FOR NEW METER INSTALLATION. NOTE--- ENTERANCE IS @ 1307 ROYAL BLVD - 1311B IS IN BACK OF PROPERTY						
87053	1442 CROOKS ST..17-855	RAFAEL SOLORIO & MARIA RAMIREZ	DE BAKER, INC.	\$50.00	\$1,100.00	Closed
[46-*** - Electrical Service Change] REPLACE MAIN PANEL FROM FLOOD DAMAGE						
87058	632 S ROOSEVELT ST..14-1118	ERIC J DRZEWELECKI	METZLER ELECTRIC	\$50.00	\$2,000.00	Pending
[46-*** - Electrical Service Change] ELECTRICAL SERVICE UPGRADE FROM 60 TO 100 AMPS						
87062	726 WILSON AV..18-393	STEVEN B & CARIE R BORREMANS	ZEPNICK ELECTRICAL	\$50.00	\$500.00	Pending

[46-*** - Electrical Service Change] SERVICE UPGRADE 727

87083	702 NORTHERN AV..18-1450	THOMAS KAIJALA	RADDANT ELECTRIC SERVICE	\$50.00	\$6,200.00	Closed
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[46-*** - Electrical Service Change] INSTALLING GENERATOR TRANSFER SWITCH

87100	1033 N LOCUST ST..6-1112	TRACEY L MAYO	DE BAKER, INC.	\$50.00	\$0.00	Closed
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[46-*** - Electrical Service Change] SERVICE CHANGE 60-100 AMP

87103	636 ST. JAMES CIR..21-1111-D-132	JARED & PAUL MCLEOD	WAGNER ELECTRICAL SERVICES	\$50.00	\$0.00	Pending
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[46-*** - Electrical Service Change] UPGRADING FROM OVERHEAD TO UNDERGROUND SERVICE

87104	637 ST. JAMES CIR..21-1111-D-133	TETYANA M MALYSHEVA	WAGNER ELECTRICAL SERVICES	\$50.00	\$0.00	Pending
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[46-*** - Electrical Service Change] UPGRADING FROM OVERHEAD TO UNDERGROUND SERVICE

87117	1104 ST. LAWRENCE DR..21-1111-D-48	MARGARET J MINSLOFF	BASTEN ELECTRIC	\$50.00	\$0.00	Pending
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[46-*** - Electrical Service Change] SERVICE UPGRADE/OVERHEAD TO UNDERGROUND

87118	1075 ST. LAWRENCE DR..21-1111-D-39	DONALD P & GAYLE D BOLDT REVOC LIVING TRUST	BASTEN ELECTRIC	\$50.00	\$0.00	Pending
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[46-*** - Electrical Service Change] SERVICE UPGRADE/OVERHEAD TO UNDERGROUND

87119	1123 MT MARY DR..21-1111-D-73	DENNIS J & JACINTA A VANITEN	BASTEN ELECTRIC	\$50.00	\$0.00	Pending
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[46-*** - Electrical Service Change] SERVICE UPGRADE/OVERHEAD TO UNDERGROUND

87154	909 LARK ST..18-1218	JOESPH WISINSKI	WICK ELECTRIC	\$50.00	\$2,000.00	Closed
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[46-*** - Electrical Service Change] MOVE PANEL

87185	1439 CROOKS ST..17-889	JAMES L & CAROL A HOGENSON	SUBURBAN ELECTRIC	\$50.00	\$1,200.00	Closed
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[46-*** - Electrical Service Change] SERVICE CHANGE

87186	645 S IRWIN AV..17-448	FRIAR HOUSE FLATS LLC	ADVANCED ELECTRIC	\$70.00	\$0.00	Closed
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[46-*** - Electrical Service Change] 100 AMP TEMP SERVICE FOR NEW CONSTRUCTION

87192	1202 8th ST..1-1625	MICHAEL G & LINDA T BLOHOWIAK	THOMAS ELECTRIC	\$50.00	\$1,200.00	Closed
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[46-*** - Electrical Service Change] SERVICE CHANGE 60-100 AMP

87193	408 N MAPLE AV..5-986	KYLE R FOERSTER	SCHWEINER ELECTRIC	\$50.00	\$1,300.00	Closed
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[46-*** - Electrical Service Change] 100 AMP TO 200 AMP SERVICE CHANGE

87234	1099 ST. CHARLES DR..21-1111-D-3	JAMES R & THERESA M FLANIGAN	DELSART ELECTRIC	\$50.00	\$500.00	Pending
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[46-*** - Electrical Service Change] CHANING FROM OVERHEAD SERVICE TO UNDERGROUND

87304	318 FINK ST..5-468	GERALD C & GLORIA P BIGELOW	WAGNER ELECTRICAL SERVICES	\$50.00	\$500.00	Closed
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[46-*** - Electrical Service Change] EMERGENCY SERVICE CHANGE

87325	1018 CHRISTIANA ST..3-892	ACCESS PROPERTIES LLC	STIEGLER ELECTRIC	\$50.00	\$758.00	Pending
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[46-*** - Electrical Service Change] MOVE ELECTRICAL PANEL

87347	124 ANTOINETTE ST..3-58	BASTEN PROPERTIES LLC	CENTER VALLEY ELECTRIC	\$50.00	\$1,200.00	Pending
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[46-*** - Electrical Service Change] CHANGE OUT 100 AMP PANEL IN BASEMENT TO NEW 100 AMP PANEL

87349	1040 ST. LAWRENCE DR..21-1111-D-50	JOHN C BOEHM & KATHRYN G GRANT	KRUEGER ELECTRIC	\$50.00	\$375.00	Pending
[46-*** - Electrical Service Change] WPS IS INSTALLING UNDERGROUND ELECTRIC TO HOME AND INSTALLING NEW PANEL IN BASEMENT - REFEEDING EXISTING PANEL UPSTAIRS						
87233	1220 ST. LAWRENCE DR..21-1111-D-44	JOHN L & DONNA L KING	LOCY ELECTRIC	\$50.00	\$500.00	Pending
[47-*** - Electrical Service Repair] METER ON HOUSE NEEDS TO BE PUT BACK ON. ELECTRIC COMPANY WILL TURN OFF POWER, WE WILL REATTACH THE METER AND POWER COMPANY WILL TURN POWER BACK ON.						
87294	208 S JACKSON ST..14-458	ERIC M & JESSIE D REINDL	STIEGLER ELECTRIC	\$50.00	\$600.00	Pending
[47-*** - Electrical Service Repair] EMERGENCY SERVICE REPAIR 5/20/19 RECEIVED THE CALL, REPAIRS MADE 5/21/19.. THERE WAS EXPOSED WIRES ABOVE THE METER.						
86929	212 QUINTON ST..21-1448	SHERRY L & DAVID E PIRLOTT	MONTY YOUNG ELECTRIC	\$50.00	\$500.00	Closed
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] 20 AMP SERVICE 110 V, 4 KEYLESS LITES, 3-GFCI RECEPTACLE, 2 OPENERS						
87030	1601 N QUINCY ST..20-684-A	GREEN BAY PACKAGING INC	B&B ELECTRICAL CONTRACTORS	\$140.00	\$43,000.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] GROUNDING - ETP PLANT						
87051	419 N ASHLAND AV..5-1069	LINKOZ LLC	GOLIK ELECTRIC	\$50.00	\$1,200.00	Closed
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] ADDING A HOUSE PANEL. REPLACING 2 POSITION METER WITH A 3 POSITION, ADDING PANEL, SEPARATING LAUNDRY AND UTILITY AND UTILITY CIRCUITS.						
87054	716 KELLOGG ST..5-1496	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY INC	KRUEGER ELECTRIC	\$50.00	\$0.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] INSTALLING FAN/LIGHT SWITCH AND FAN BOXES, BATH FAN AND SWITCHES USING INSULATED DUCT AND VENT, ADDING 3-WAY SWITCH AND LIGHT AND LIVING ROOM FAN AND LIGHT AND SWITCH, POSSIBLY DINING ROOM TOO						
87094	1031 UNIVERSITY AV..7-697	LE GROS ENTERPRISES LLC	EISCH ELECTRIC	\$70.00	\$700.00	Closed
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] PROVIDE ELECTRICAL AS NEEDED FOR AN OVERHEAD POWER SUPPLY & SERVICE ON UNIVERSITY AVE						
87134	1438 ADMIRAL CT..6-143	NEIGHBORHOOD HOUSING SERVICES OF GREEN BAY	C&C ELECTRIC	\$70.00	\$800.00	Closed
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] INSTALL OUTLETS IN ATTICS TO POWER SURVEILLANCE EQUIPMENT						
87231	338 S CHESTNUT AV..3-580	TRINITY EVANGELICAL LUTHERAN CHURCH	STRAY VOLTAGE LLC	\$50.00	\$10,000.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] INSTALL 200 AMP METER AND CONDUIT ON EXISTING METER BANK FOR NEW VERIZON SERVICE						
87238	1737 MAIN ST..21-2301-1	TAQUERIA MALDONADOS MAIN STREET LLC	CLIFF YOUNG ELECTRICAL	\$70.00	\$5,000.00	Closed
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] REPAIRS - CODE VIOLATIONS						
87239	212-214 S WEBSTER AV..14-720	EVERARDO & IRENE CUIEL	CLIFF YOUNG ELECTRICAL	\$70.00	\$3,000.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] INSTALL ADDITIONAL METERING						
87249	1601 N QUINCY ST..20-684-A	GREEN BAY PACKAGING INC	B&B ELECTRICAL CONTRACTORS	\$140.00	\$30,000.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] TEMP POWER						
87252	481 MCAULIFFE HEIGHTS TR..21-7261	PAUL D & KELLY J MARTELL		\$50.00	\$0.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)]						
87254	2405 REMINGTON RD..21-4069	THOMAS E KNAUS	JASON DEJARDINE	\$50.00	\$400.00	Closed
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] REPLACE EXISTING PANEL WITH NEW LARGER PANEL. ALL OUTSIDE EQUIPMENT TO REMAIN. GROUNDING IS UP TO CODE.						
87403	1118 S MONROE AV..16-76	DONALD R & ARLENE L HEASTER	OWNER	\$255.00	\$40,000.00	Pending
[48-*** - Electrical Wiring (Misc., Alteration, Repair)] Remove wall between kitchen and family room add new structural header. Owner pulled the permit and said he was doing the work.						

86971	1215 THORNDALE ST..1-2172	JASON C & CARRIE A BARDWELL	TITAN SERVICES LLC	\$50.00	\$3,600.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
87033	1351 PORLIER ST..17-501	JOSEPH C & MARY M NEUBERGER	COMFORT CONTROL SYSTEMS	\$50.00	\$7,190.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER						
87037	1117 S ONEIDA ST..1-1885	CHRISTOPHER M & CARLEEN M VANDEN BUSCH	JJ HEATING & COOLING	\$50.00	\$1,714.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
87039	443 S CLAY ST..14-1058	SAINT PAUL EVANGELICAL LUTHERAN CHURCH	IDEALAIR HEATING & COOLING, INC.	\$50.00	\$6,009.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
87040	1457 CHICAGO ST..17-868	CHRISTOPHER J FONDER	STANDARD HEATING & COOLING, INC.	\$50.00	\$2,400.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
87047	115 N IRWIN AV..14-156	LEO P & ELEZABETH A KEPPERS	SINKLER HEATING & COOLING, INC	\$50.00	\$0.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
87056	1150 11th AV..1-659-A	DANIEL E & KATHERINE FLAIG	COMFORT CONTROL SYSTEMS	\$50.00	\$9,790.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
87086	610-614 JOHN ST..8-443	MAI YANG LEE & LIFONG A CHENG	BENJAMIN CONST. HEATING & COOLING	\$100.00	\$5,200.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER ONE EACH SIDE						
87090	1126 ELMORE ST..5-1302-D	RICHARD J & MICHELLE A LITTLE	APEX HEATING & AIR CONDITIONING	\$50.00	\$5,000.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] HOT WATER BOILER						
87097	1730 11th AV..1-1269	KENNETH P WAARALA	NEWCAP, INC.	\$50.00	\$0.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
87107	1117-1119 OREGON ST..5-699	SHAWN P & ERIN M MCKINDLES	DIAMOND HVAC LLC	\$50.00	\$1,950.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE - 1119 OREGON SIDE						
87108	3365-3367 WIGGINS WAY..22-1734-1	JOHN W & ERICA J HEIMERL	DIAMOND HVAC LLC	\$50.00	\$2,800.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE - 3367 WIGGINS WAY SIDE						
87113	1516 DOUSMAN ST..6-92	LACEY E KOEPEL	AIR QUALITY DUC CLEANING	\$50.00	\$1,900.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
87123	1723 BENTWOOD DR..6-1846	ROBERT G & MARY L LEITERMAN	ACTION HEATING & COOLING	\$50.00	\$4,281.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
87124	1324 DESNOYERS ST..18-1151	TYLER G & CHRISTINE M KELLEY	BAY AREA SERVICES INC	\$50.00	\$3,150.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
87125	2699 GREENBRIER RD..21-7193	MARK S & TERRIE L JANQUART	BAY AREA SERVICES INC	\$50.00	\$6,300.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE						
87126	1512-1514 ELIZA ST..17-1112	RANDALL D & CYNTHIA S JAKUBOWSKI	AIR QUALITY DUCT CLEANING	\$100.00	\$4,000.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACES (2) - ONE EACH SIDE						
87127	719 MITCHELL ST..6-388	MICHAEL B CAMPBELL	BAY AREA SERVICES INC	\$50.00	\$9,000.00	Closed

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

87128	565 WELLAND AV..21-7484	JOSE LUIS MARIN	BAY AREA SERVICES INC	\$50.00	\$4,850.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
87129	100 STONEBRIDGE CT..6H-3816	GORDON W RENN	BAY AREA SERVICES INC	\$50.00	\$8,700.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
87130	1520 WALLS ST..1-2700	ROBERT R & MAXINE F NOVITSKI	BAY AREA SERVICES INC	\$50.00	\$7,150.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
87137	1530 BYLSBY AV..6-34	WISCONSIN PUBLIC SERVICE	HURCKMAN HEATING & COOLING	\$140.00	\$18,975.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONERS (2)						
87141	202 N ONEIDA ST..5-691	THOMAS M & TONI DE BECK	PROFESSIONAL HEATING & AIR CONDITIONING OF GREEN BAY, INC	\$50.00	\$6,741.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
87157	2727 HUMBOLDT RD..21-332-8	JANE L BLAIR	SINKLER HEATING & COOLING, INC	\$50.00	\$2,890.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE - 2727 HUMBOLDT						
87158	2047 BASTEN ST..21-2222	MEADOWS NORTH GB LLC	K KELLY INC	\$280.00	\$10,000.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE - UNITS A,B,C,D						
87159	2049 BASTEN ST..21-2222	MEADOWS NORTH GB LLC	K KELLY INC	\$280.00	\$10,000.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE - UNITS A,B,C,D						
87160	2051 BASTEN ST..21-2222	MEADOWS NORTH GB LLC	K KELLY INC	\$350.00	\$12,500.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE - UNITS A,B,C,D,E						
87161	2105 BASTEN ST..21-2222	MEADOWS NORTH GB LLC	K KELLY INC	\$280.00	\$10,000.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE - UNITS A,B,C,D						
87162	2107 BASTEN ST..21-2222	MEADOWS NORTH GB LLC	K KELLY INC	\$280.00	\$10,000.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE - UNITS A,B,C,D						
87163	2109 BASTEN ST..21-2222	MEADOWS NORTH GB LLC	K KELLY INC	\$350.00	\$12,500.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE - UNITS A,B,C,D,E						
87170	112 CLEVELAND ST..3-232	REBEKAH M MEINHARDT	J&D HEATING & COOLING	\$50.00	\$2,445.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
87194	460 STELLA VISTA DR..21-4379	ISRAEL BECERRIL GARDUNO	ROBINSON HEATING & COOLING	\$50.00	\$10,000.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
87198	3024 BETH DR..21-6382	JAMES C MC CONNELL	BAY AREA SERVICES INC	\$50.00	\$6,500.00	Closed
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
87199	620 VROMAN ST..5-222	AARON & MEAGAN LICHTENWALNER	BAY AREA SERVICES INC	\$50.00	\$2,800.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER						
87200	1172 9th ST..1-1825	STEVEN P TROST	BAY AREA SERVICES INC	\$50.00	\$6,800.00	Pending
[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER						
87201	510 SARATOGA ST..6-1863-15	GERALD L & DEBRA A STEIN JR	BAY AREA SERVICES INC	\$50.00	\$4,770.00	Closed

[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

87202	1420 HARBOR SPRINGS CIR..21-5500	WILLIAM C & PATRICIA E KATERS	BAY AREA SERVICES INC	\$50.00	\$8,250.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

87203	921 MATHER ST..5-236	JEREMY COLLIN & VICTORIA MILLER	BAY AREA SERVICES INC	\$50.00	\$3,400.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

87205	910 CLAYTON PL..21-2968	ROSA DELIA NAVARRO	BAY AREA SERVICES INC	\$50.00	\$6,900.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

87206	1416 11th AV..1-1748	DAVID BURGARD	BAY AREA SERVICES INC	\$50.00	\$3,150.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

87211	1541 PROPER ST..19-266	RANDY J & CAROL L OLSON	RICHARDS HEATING & COOLING	\$50.00	\$2,500.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

87212	718 CASS ST..14-562	JAMIE E & STEPHANIE G KAHKOLA	APEX HEATING & AIR CONDITIONING	\$50.00	\$10,754.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] BOILER

87213	1208 LA COUNT RD..6H-3683	CHRISTOPHER R MACCORMACK	APEX HEATING & AIR CONDITIONING	\$50.00	\$3,810.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

87214	1816 NEWBERRY AV..21-1858-1	BRIAN REEVES	APEX HEATING & AIR CONDITIONING	\$50.00	\$3,885.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

87220	2280 E MASON ST , Unit: Suite 400..21-126-1	GREEN BAY EAST LLC	ZMS LLC	\$70.00	\$15,000.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] WATER HEATER

87224	329 QUINTON ST..21-1442	RYAN M PULLEY	TITAN SERVICES LLC	\$50.00	\$5,295.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

87236	3374 WIGGINS WAY..22-1734-9	DENNIS M & KARLA R BREHM	LAKESHORE HEATING & COOLING	\$50.00	\$2,500.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE - 3376 WIGGINS WAY

87246	436 JOHN ST..8-514	DAVID L & NAOMI L ALLEN	VAN'S HEATING & AC	\$50.00	\$5,532.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

87247	1791 BURNS AV..6-189-A	DUSTIN S SCHROEPFER	VAN'S HEATING & AC	\$50.00	\$11,532.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

87279	635 S MADISON ST..15-149	MICHAEL W ROCKHILL	NEWCAP, INC.	\$50.00	\$0.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

87281	108 YALE ST..3-166	RONALDO RESULTA	BLACK-HAAK HEATING, INC.	\$50.00	\$3,000.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

87282	1151 REED ST..3-1142-A-1	DWIGHT W & DENISE L SUNDQUIST	VAN'S HEATING & AC	\$50.00	\$6,094.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

87284	1449 CASS ST..17-802	JUDY HANNA	PAT BLINDAUER HEATING & A/C, LLC	\$50.00	\$2,370.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

87303	2590 ROBINSON AV..21-129-2	GREEN BAY AREA PUBLIC SCHOOL DISTRICT	A&J MECHANICAL	\$140.00	\$72,789.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] TWO REPLACEMENT BOILERS

87326	1214 DOUSMAN ST..5-650-3	BERNICE B KLARNER	BAY AREA SERVICES INC	\$50.00	\$2,950.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

87335	2459 ROBINSON AV..21-3243	MICHAEL R & ELIZABETH A SCHULTZ	SINKLER HEATING & COOLING, INC	\$50.00	\$4,130.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

87345	1449 CASS ST..17-802	JUDY HANNA	BLINDAUER HEATING & AIR CONDITIONING	\$50.00	\$2,640.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

87350	526 LORRAINE LN..21-4346	DUANE L KROENING	BAY AREA SERVICES INC	\$50.00	\$4,700.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

87351	2516 FINGER RD..21-120-6	LYNN D MANSKE	SINKLER HEATING & COOLING, INC	\$50.00	\$2,780.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

87352	1480 KELLOGG ST..6-2862	RONALD F & MAE B MAZOLA	RICHARDS HEATING & COOLING	\$50.00	\$3,165.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE

87360	809 MEACHAM ST..2-1278	R & S LIVING LLC	IDEALAIR HEATING & COOLING INC.	\$50.00	\$2,515.00	Closed
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

87371	1113 S FISK ST..6-291-1	RYAN J ORVIS & SHELBY R BECKER	HEALTHY HOMES HEATING & COOLING	\$50.00	\$3,097.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

87381	3468 BAY HIGHLANDS DR..21-5515	MAURICE A & LINDA C MUSSA	WESLEY HEATING AND SHEET METAL	\$50.00	\$4,000.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

87391	1116 GOODELL ST..17-631	MARY E KORNELY	BAY AREA SERVICES INC	\$50.00	\$3,750.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] AIR CONDITIONER

87392	3025 WEST POINT RD..6H-1189-1	PAUL M & SALLY M BETTINE	BAY AREA SERVICES INC	\$50.00	\$6,800.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

87393	1654 LORETTA LN..21-2116-M-14	GARY J GEYER	COMFORT CONTROL SYSTEMS	\$50.00	\$10,200.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] FURNACE & AIR CONDITIONER

87395	2340 E MASON ST..21-126-14	SAMUEL PAVLIK	ENGEBOS HEATING & COOLING INC	\$70.00	\$0.00	Pending
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[50-*** - Heating Unit Replacement/ Air Conditioning] ROOF TOP REPLACEMENT

87093	417 RUTGERS ST..6-120-A-2	PACKERLAND PROPERTIES & INVESTMENT CO LLC	SPERBERG PAINT & SEAL COATING LLC	\$70.00	\$6,750.00	Pending
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[57-*** - Parking lot (New & Reconstruction)] -PATCH WORK BY DUMPSTER, FILL LOW SPOTS, FILL CRACKS. SEAL COAT

87120	2461 LARSEN RD..6H-1732	NEXT GEN HOLDINGS LLC	NORTHEAST ASPHALT, INC.	\$100.00	\$56,000.00	Pending
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[57-*** - Parking lot (New & Reconstruction)] Not affecting subgrade, just repaving.

87291	2970 WALKER DR..21-161-4	L & G REAL ESTATE LLC	NORTHEAST ASPHALT, INC.	\$70.00	\$15,430.00	Pending
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[57-*** - Parking lot (New & Reconstruction)] 3520 sf of repaving.

87398	920 PACKERLAND DR..6H-1745	CALUMAR PROPERTIES LLC	MILIS FLATWORK	\$70.00	\$75,000.00	Pending
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[57-*** - Parking lot (New & Reconstruction)] Resurfacing/overlay parking lot only. No change in size. Contrctor stated the will not affect sub grade or drainage. Using all exsiting storm.

86473	2415 W MASON ST..6H-1109-1 [61-*** - new plumbing system]	KATHRYN HASSELBLAD	ATLAS ADVENTURE GROUP	\$2,600.61	\$606,323.00	Pending
87018	2145 IRONWOOD DR..6H-3665 [62-*** - repair/alter existing plumbing system] BATHTUB AND SURROUND BEING REPLACE BY A WALKIN SHOWER AND SURROUND	MARY JO HERMSEN	TUNDRALAND	\$50.00	\$6,673.00	Closed
87168	1600 WALLS ST..1-2701 [62-*** - repair/alter existing plumbing system] INSTALLING A NEW SHOWER AND SINK IN BASEMENT	JOHN D COLLEGNON	OWNER	\$50.00	\$0.00	Pending
87171	1701 W MASON ST..6-185 [62-*** - repair/alter existing plumbing system] REMOVE AND RE-INSTALL EXISTING SINK WITH NEW FAUCET	CITY OF GREEN BAY-CLERK	RJ PARINS PLUMBING & HEATING	\$0.00	\$0.00	Pending
87174	835 S VAN BUREN ST..16-293 [62-*** - repair/alter existing plumbing system] ADDING 3 SINKS	ST VINCENT HOSPITAL	TWEET GAROT	\$70.00	\$12,000.00	Closed
87228	1438 GRIGNON ST..17-620 [62-*** - repair/alter existing plumbing system] TUB TO SHOWER CONVERSION	LELAND R & LINDA M VERHAGEN	TUNDRALAND	\$50.00	\$6,596.00	Closed
87229	215 N PLATTEN ST..6-108-C [62-*** - repair/alter existing plumbing system] TUB TO SHOWER CONVERSION	RONALD J & SHEILA M OCONNOR	TUNDRALAND	\$50.00	\$8,078.00	Closed
87273	801 15th AV..2-33 [62-*** - repair/alter existing plumbing system] BATHTUB AND SURROUND BEING REPLACED BY A WALKIN SHOWER AND SURROUND	TROY W & PAMELA J THOMAS	TUNDRALAND	\$50.00	\$11,840.00	Closed
87305	362 CHARITY LN..21-7692 [62-*** - repair/alter existing plumbing system] New flooring throughout main floor. Update master and main bath, New kitchen cabinets,. New interior doors and trim.	ELECIA PENA	BOUCHARD PLUMBING	\$50.00	\$60,000.00	Pending
86725	1530 BYLSBY AV..6-34 [63-*** - new electrical system]	WISCONSIN PUBLIC SERVICE	IEI GENERAL CONTRACTORS	\$410.00	\$0.00	Pending
87111	1427 EMILIE ST..17-692 [63-*** - Shower] BATHTUB AND SURROUND BEING REPLACE BY A WALKIN SHOWER AND SURROUND	GREGORY M & MINNIE K MICOLEY	TUNDRALAND	\$50.00	\$8,450.00	Closed
87112	2603 RADINZ RD..21-5210 [63-*** - Shower] BATHTUB AND SURROUND BEING REPLACED BY A WALKIN SHOWER AND SURROUND	ROBERT J & JEAN M LOTTER	TUNDRALAND	\$50.00	\$4,995.00	Closed
87315	1701 W MASON ST..6-185 [66-*** - Grease Traps] GREASE TRAP	CITY OF GREEN BAY-CLERK	RJ PARINS PLUMBING & HEATING	\$85.00	\$2,880.00	Pending
87274	3100 NICOLET DR..22-129-1 [92-*** - solar panels- water or electric] ELECTRICAL CONSTRUCTION OF 98.0KW GORUND MOUNTED SOLAR ARRAY ADDED TO EXISTING SOLAR ARRAY SYSTEM.	SISTERS OF SAINT FRANCIS	ELAND ELECTRIC CORP	\$470.00	\$228,900.00	Pending
86941	1590 STILES RD..6-57 [94-*** - Alteration to existing cell tower] ANTENNA REPLACEMENT	AT&T	MZI Group, Inc.	\$70.00	\$25,000.00	Pending
87133	1301 S RIDGE RD..1-434 [94-*** - Alteration to existing cell tower] REPLACING 3 ANETNNAS AND ADDING 3 NEW ANTENNAS.	CALVARY LUTHERAN CHURCH	Pieper Power	\$70.00	\$20,000.00	Pending
87176	1424 ADMIRAL CT..6-142 [94-*** - Alteration to existing cell tower] AT&T equipment replacement REPLACEMENT OF EXISTING DC POWER PLANT AT AT&T MOBILITY EQUIPMENT SIZE	GREEN BAY HOUSING AUTHORITY	ALPINE POWER SYSTEMS	\$140.00	\$16,000.00	Pending
87243	1350 LOMBARDI AV..6-307-2	KD LOMBARDI PROPERTIES LLC	MZI Group, Inc.	\$70.00	\$0.00	Pending

[94-*** - Alteration to existing cell tower
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87067	1240 E MASON ST..14-1210	MANCHESKI PROPERTIES LLC	PI TOWER DEVELOPMENT LLC	\$240.00	\$80,000.00	Pending
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[95-*** - New cell tower

] PI TOWER DEVELOPMENT LLC PROPOSES TO CONSTRUCT A105' MONOPOLE TOWER FOR USE BY VERIZON WIRELESS. PI WILL FENCE IN 30' X 50' AREA ON THE GROUND. VERIZON WIRELESS WILL PLACE EQUIPMENT CABINETS INSIDE THE FENCE.

87183	1944 SMITH ST..21-1514-E-18	GREAT NORTH PROPERTIES LLC	GAJESKI TRENCHING	\$1,000.00	\$0.00	Pending
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[200-*** - water service] MINI-STORM HOOKUP

87221	1100-1122 N BROADWAY..18-428	NORTHLAND COLD STORAGE INC	DEKEYSER CONSTRUCTION	\$30.00	\$40,000.00	Closed
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[200-*** - water service] WATER SERVICE CONNECTION

87232	3086 VOYAGER DR..21-142-1	JEAN M MALCORE	VANRITE PLUMBING	\$30.00	\$400.00	Closed
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[200-*** - water service] REPLACE LEAKING 1" COPPER WATER SERVICE

87328	1150 S WEBSTER AV..16-318	TIGER PROPERTIES LLC	VANRITE PLUMBING	\$30.00	\$4,700.00	Closed
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[200-*** - water service] WATER SERVICE CONNECTION

Totals:	351 projects			\$88,142.53	\$11,479,070.65	
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Summary of Projects Issued

5/1/2019 to 5/31/2019

Class of Work	Proj	Site	Plan	Bldg	Elec	HVAC	Plbg	EC	Fees Paid	Estimated Cost
01 Single Family House, Detached	8	8	16	8	8	8	8	0	\$11,153.58	\$2,022,500.00
08 3-4 Family Building (refer to 06-103).	2	0	2	2	1	1	1	0	\$5,261.00	\$1,220,000.00
48 Electrical Wiring (Misc., Alteration, Repair)	13	0	1	1	13	1	1	0	\$1,115.00	\$134,600.00
46 Electrical Service Change	28	0	0	0	28	0	0	0	\$1,460.00	\$34,395.00
47 Electrical Service Repair	2	0	0	0	2	0	0	0	\$100.00	\$1,100.00
50 Heating Unit Replacement/ Air Conditioning	67	0	0	0	0	67	0	0	\$5,190.00	\$439,393.00
40 Sanitary Sewers	2	0	0	0	0	0	2	0	\$60.00	\$5,000.00
41 Storm Sewers	2	0	0	0	0	0	2	0	\$100.00	\$2,000.00
42 Mini Sewers	4	0	0	0	0	0	4	0	\$3,030.00	\$1,800.00
62 repair/alter existing plumbing system	8	0	0	0	0	0	8	0	\$370.00	\$105,187.00
16 Temporary Office or Trailer	5	0	1	5	4	0	0	0	\$730.00	\$21,600.00
08 5 or more family building(refer to 06-103)	2	0	0	2	2	2	2	0	\$9,488.00	\$1,300,000.00
22 Shed, Yard Building	12	3	3	12	1	0	0	0	\$820.00	\$28,499.00
03 Addition to Single-Multi Family Residential Units	3	2	3	3	3	2	1	0	\$644.22	\$115,000.00
13 Addition to Commercial, Non-Residential Non-housekeeping	3	2	8	3	2	2	2	2	\$7,204.15	\$100,000.00
02 Single-Family Residential Building, Alteration	21	5	12	21	16	7	12	0	\$3,959.46	\$296,465.00
10 Multi-Family Residential Building Alteration	3	1	3	3	3	0	1	0	\$2,076.87	\$0.00
12 Commercial, Non-Residence, Non-Housekeeping, Alteration	11	2	15	11	9	8	6	0	\$19,368.76	\$2,013,100.00
09 Raze 3 & 4 Family Building	1	0	1	1	0	0	1	1	\$240.00	\$34,500.00
15 Raze Commercial Building or other Structure	3	1	0	3	0	0	1	0	\$330.00	\$1,215,000.00
21 Demolition of all Other Buildings or Structures	2	0	0	2	0	0	0	0	\$100.00	\$200.00
17 New Garage or Carport	7	7	6	7	6	0	0	0	\$978.20	\$141,000.00
18 Remodel Garage or carport or Shed	1	1	0	1	1	0	0	0	\$125.00	\$0.00
23 Deck, Porch, Patio	13	7	8	13	0	0	0	0	\$1,045.00	\$112,619.05
25 Swimming Pool	2	1	0	2	1	0	1	0	\$225.00	\$6,225.00
28 Foundation Repair	6	0	0	6	0	0	0	0	\$325.00	\$34,286.00
33 Roofing	6	0	0	6	0	0	0	0	\$822.50	\$401,464.00
34 Window, Door, Replacement	3	0	0	3	0	0	0	0	\$170.00	\$7,000.00
35 Driveway Expansion	22	1	1	22	0	0	1	0	\$1,230.00	\$108,047.00
36 Fence	44	0	0	44	0	0	0	0	\$2,300.00	\$147,925.60
37 Signs	5	4	0	5	0	0	0	0	\$515.18	\$5,394.00
43 Lawn Sprinklers	4	0	0	4	0	0	3	0	\$370.00	\$65,000.00
44 Water heaters/Appliances	15	0	0	0	1	0	15	0	\$1,160.00	\$26,330.00
57 Parking lot (New & Reconstruction)	4	0	0	4	0	0	0	0	\$310.00	\$153,180.00
61 new plumbing system	1	1	4	1	1	1	1	1	\$2,600.61	\$606,323.00

11 Industrial buildings(factories, machine shops, paper mills, beverage plants, manufacturing plants, printing plants)	1	0	1	1	0	0	0	0	\$245.00	\$132,613.00
63 new electrical system	1	0	1	1	1	0	0	0	\$410.00	\$0.00
200 water service	4	0	0	0	0	0	4	0	\$1,090.00	\$45,100.00
92 solar panels- water or electric	1	0	0	1	1	0	0	0	\$470.00	\$228,900.00
66 Grease Traps	1	0	1	0	0	0	1	0	\$85.00	\$2,880.00
63 Shower	2	0	0	0	0	0	2	0	\$100.00	\$13,445.00
94 Alteration to existing cell tower	4	0	0	4	1	0	0	0	\$350.00	\$61,000.00
95 New cell tower	1	0	1	1	1	0	0	0	\$240.00	\$80,000.00
05 Raze Sungle-Family house(attached or detached)	1	0	1	1	0	0	1	1	\$175.00	\$10,000.00
Totals:	351	46	89	204	106	99	81	5	\$88,142.53	\$11,479,070.65



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name Brown		County Code Number 05		Report for Month/Year May, 2019	
Municipal Name Green Bay Municipal Court		Municipal Code Number 231		Telephone Number 920-448-3131	
I. MUNICIPAL COURT OFFICIAL	Total Amount Collected	Share to be retained by Municipality	Share to be sent to County	Share to be sent to State	
1. Forfeitures for Municipal Ordinance Violations (Except for Municipal Ordinances in Conformity with Ch 348, Stats.)	\$ 71,330.61	\$ 71,330.61			
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	\$ 29,457.49	\$ 25,452.41		\$ 4,005.08	
3. Penalty Surcharges (s. 757.05, Stats.)	\$ 17,635.63			\$ 17,635.63	
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	\$ 7,681.64		\$ 7,681.64		
5. Driver Improvement Surcharges (s. 346.655, Stats.)	\$ 10,622.32		\$ 5,131.72	\$ 5,490.60	
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)	\$ 9,862.09			\$ 9,862.09	
7. Domestic Abuse Surcharges (s. 973.055(2)(b), Stats.)	\$.00			\$.00	
8. Truck Weight Restrictions (Municipal Ordinances in Conformity with Ch. 348, Stats., s. 66.12(3)(c))	\$.00	\$.00		\$.00	
9. Ignition Interlock Device Surcharge (s. 343.301(5), Stats.)	\$ 800.00		\$ 800.00		
10. GPS Tracking Surcharge (for violations of ordinances conforming to s. 813.12 or s.813.125, Stats.)	\$.00			\$.00	
11. Safe Ride Program (s. 85.55, Stats.)	\$ 1,287.00			\$ 1,287.00	
12. Adjustments (Attach Explanation)	\$ -903.10	\$ -261.32	\$ -288.80	\$ -352.98	
13. Totals	\$ 147,773.68	\$ 96,521.70	\$ 13,324.56	Pay This Amount \$ 37,927.42	

II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

I hereby certify that this report reflects all actions requiring forfeitures, court costs and surcharges collected during the month designated.

Name: NEIL BASTEN Signature: *Neil Basten* Date: 6-3-19

III. TREASURER'S CERTIFICATION

I hereby certify that the above amount due the state has been received. After so certifying, a copy of this report will be returned to the signer of this report as a receipt, and the stated amount will be remitted to the Department of Administration with this report.

Treasurer: *Paul R. Mankus* Date: 6/5/19

In the event the Department of Administration has questions about this report and payment, who should we contact?

Name:	Telephone #	Email Address
Neil Basten	920-448-3131	neilba@greenbaywi.gov



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

June 03, 2019

State of Wisconsin
Court Fines and Assessments
Box 93304
Milwaukee, WI 53293-0304

Please be advised of the following adjustments in this report for the month of May, 2019

Adjustments are broken down as follows:

CC-M	Court Cost Muni	(\$	66.00)
CC-S	Court Cost State	(\$	10.00)
DRG	Drug Fee	(\$	26.00)
DRVC	Driver Imp - CT	(\$	218.80)
DRVS	Driver Imp - SOW	(\$	216.20)
FINE	Forfeiture	(\$	195.32)
IID	IID Fee	(\$	50.00)
JAIL	Jail Assmt	(\$	20.00)
PEN	Penalty Assmt	(\$	50.78)
SAFE	Safe Driver Fee	(\$	50.00)
Total Adjustments:		(\$	903.10)

Sincerely,

Neil Basten

MUNICIPAL COURT OFFICIAL
Green Bay Municipal Court

CITY OF GREEN BAY, WISCONSIN

RESOLUTION NO. ____

**RESOLUTION APPROVING ISSUANCE OF
REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, WISCONSIN
EXEMPT FACILITY VARIABLE RATE DEMAND REDEVELOPMENT
REVENUE BONDS, SERIES 2019
(GREEN BAY PACKAGING INC. PROJECT)**

WHEREAS, in a resolution adopted on February 15, 2019, by the Redevelopment Authority of the City of Green Bay, Wisconsin (the “Authority”), the Authority expressed its intent, and authorized and directed its officers, to work toward the consummation of a financing agreement with Green Bay Packaging Inc., a Wisconsin corporation (the “Borrower”), pursuant to which the Authority would issue its redevelopment revenue bonds in amount not to exceed \$150,000,000 pursuant to Section 66.1333, Wisconsin Statutes, as amended, for the purpose of financing the (i) construction of an approximately 451,980 square foot facility located at 1601 North Quincy Street in the City of Green Bay, Wisconsin (the “Facility”) to be operated by the Borrower to convert recycled materials and mixed paper waste to produce liner-board and corrugating medium, (ii) acquisition and installation of related equipment at the Facility and (iii) payment of certain professional costs and costs of issuance (collectively, the “Project”); and

WHEREAS, the Borrower has identified additional eligible Project costs of approximately \$10,000,000; and

WHEREAS, on June 4, 2019 the Authority held a public hearing pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended, at which interested persons were afforded a reasonable opportunity to express their views on the proposed issuance of the redevelopment revenue bonds in an amount not to exceed \$160,000,000 (the “Bonds”); and

WHEREAS, in a resolution adopted on June 4, 2019, after said public hearing, the Authority authorized the issuance of the Bonds in an amount not to exceed \$160,000,000 to finance the costs of the Project on behalf of the Borrower; and

WHEREAS, the recommended policies of the Authority require that the Common Council of the City approve the issuance of the Bonds; and

WHEREAS, the Bonds will not be a general obligation or indebtedness of the Authority within the meaning of any state constitutional provision or statutory limitation and will not constitute or give rise to a pecuniary liability of the Authority or a charge against the Authority’s or the City’s general credit or the City’s taxing powers, but shall be payable solely from the payments and other revenues derived from the Borrower as described in the Authority’s resolution; and

WHEREAS, it is hereby found and determined to be in the best interests of the City and in furtherance of the Authority's redevelopment objectives for the Authority to proceed with issuance and sale of the Bonds for the purpose of financing the costs of the Project.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Green Bay, Wisconsin, as follows:

Section 1. Issuance of Bonds. This issuance of Bonds by the Authority is hereby approved.

Section 2. Approval. This Resolution shall constitute the approval of the Bonds by a governmental approval unit for purposes of the public approval requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

Dated: June 18, 2019

CITY OF GREEN BAY, WISCONSIN

By: _____
Eric Genrich, Mayor

By: _____
Kris Teske, City Clerk

CERTIFICATION BY CITY CLERK

I, Kris Teske, being first duly sworn, hereby certify that I am the duly qualified and acting City Clerk of the City of Green Bay, Wisconsin (the "City"), and as such I have in my possession, or have access to, the complete corporate records of the City and of its Common Council that I have carefully compared the transcript attached hereto with the aforesaid records; and that said transcript attached hereto is a true, correct and complete copy of all the records in relation to the adoption of Resolution No. _____ entitled:

RESOLUTION APPROVING ISSUANCE OF
REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, WISCONSIN
EXEMPT FACILITY VARIABLE RATE DEMAND REDEVELOPMENT
REVENUE BONDS, SERIES 2019
(GREEN BAY PACKAGING INC. PROJECT)

I hereby further certify as follows:

1. Said Resolution was considered for adoption by the Common Council at a meeting held at City Hall, 100 North Jefferson Street, Green Bay, Wisconsin, at _____ p.m. on June 18, 2019. Said meeting was a regular meeting of the Common Council and was held in open, public session.

2. Said Resolution was on the agenda for said meeting and public notice thereof was given not less than twenty-four (24) hours prior to the commencement of said meeting in compliance with Section 19.84 of the Wisconsin Statutes, including, without limitation, by posting on the bulletin board in the City Hall, by notice to those news media who have filed a written request for notice of meetings, and by notice to the official newspaper of the City of Green Bay.

3. Said meeting was called to order by _____, who chaired the meeting. Upon roll, I noted and recorded that the following alderpersons were present:

_____	_____
_____	_____
_____	_____
_____	_____

and that the following alderpersons were absent:

_____	_____
_____	_____

I noted and recorded that a quorum was present. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was said Resolution, which was introduced, and its adoption was moved by _____ and seconded by _____. Following discussion and after all alderpersons who desired to do so had expressed their views for or against said Resolution, the question was called, and upon roll being called and the continued presence of a quorum being noted, the recorded vote was as follows:

AYE:

_____	_____
_____	_____
_____	_____
_____	_____

NAY:

_____	_____
_____	_____

ABSTAIN OR NOT VOTING:

_____	_____
_____	_____

WHEREUPON, the meeting chair declared said Resolution adopted, and I so recorded it.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City hereto on this 18th day of June, 2019.

CITY OF GREEN BAY, WISCONSIN

[SEAL]

By: _____
Kris Teske, City Clerk

**RESOLUTION AUTHORIZING CONDITIONAL-USE
APPROVAL AT 1136 WEST MASON STREET
(ZP 19-07)**

June 4, 2019

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

That, pursuant to Zoning Petition 19-07 and the recommendation of the Plan Commission on May 13, 2019, the City of Green Bay does authorize a conditional-use permit for a proposed limited production and processing use on the following described property at 1136 West Mason Street:

TANKS SUBD OF PC 2-9 WSFR PRT OF LOT 6 AS DESC IN VOL
329 D 29 EX ST IN J12031-20 (Tax Parcel No. 2-45-5)

Said conditional-use permit shall be granted subject to compliance with all of the regulations of the Green Bay Municipal Code not covered under the conditional-use permit, including standard site plan and building plan review and approval.

Adopted _____

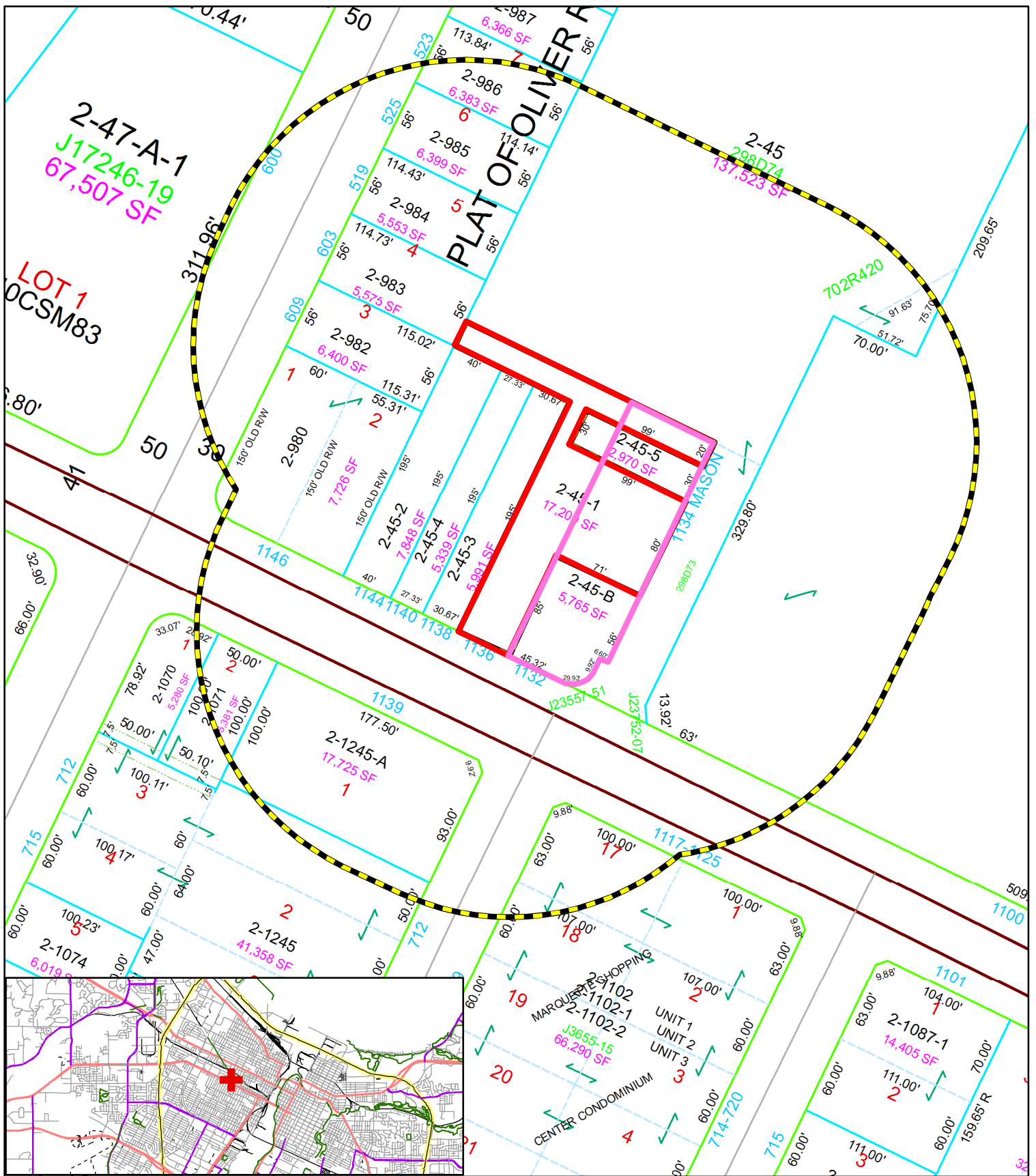
Approved _____

Mayor

Clerk

pn

Attachment – Map



**RESOLUTION ADOPTING
THE SAFE WALK & BIKE PLAN
(PP 18-02)**

June 18, 2019

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the City of Green Bay worked collaboratively with the Green Bay Area Public School District to create a joint Safe Routes for Non-Drivers and Bicycle/Pedestrian Plan, further known as the Green Bay Safe Walk & Bike Plan ; and

WHEREAS, an Advisory Committee was formed to engage in this planning process by assembling a diverse cross-section of stakeholders including city staff, school district staff, community organization representatives, and residents; and

WHEREAS, this planning process included extensive and intensive public outreach and participation including public open houses, stakeholder meetings, public surveys, site visits, a project website and various other forms of information sharing; and

WHEREAS, this plan expresses the results of the public process: a community supported vision for empowering adults and children of all ability levels throughout Green Bay area to make walking and biking a part of their daily routines in getting to schools and other community destinations in an equitable way; and

WHEREAS, the Advisory Committee recommends adoption of this plan; and

WHEREAS, the City of Green Bay Plan Commission recommends adoption of this plan; and

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Green Bay adopts the Green Bay Safe Walk & Bike Plan.

Adopted: _____

Approved: _____

Mayor

Clerk



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # Y.4.

To approve a resolution in support of a DNR Stewardship grant application for \$625,000 to construct a beach, pier, boardwalk, bathhouse and parking lot at Bay Beach Amusement Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Bay Beach Resolution PC

**RESOLUTION AUTHORIZING APPLICATIONS
FOR OUTDOOR RECREATION AIDS FOR THE
BAY BEACH SWIMMING BEACH, WILDLIFE VIEWING PLATFORM, WATERFRONT
TRAIL/BOARDWALK, BATHHOUSE WITH CONCESSION STAND AND PARKING LOT
CONSTRUCTION**

June 18, 2019

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, it is the desire of the Common Council for the City of Green Bay, a municipal corporation, to develop lands for public outdoor recreation purposes as described in the attached application; and

WHEREAS, the project is described as Bay Beach Swimming Beach, Wildlife Viewing Platform, Waterfront Trail/Boardwalk, Bathhouse with Concession Stand and Parking Lot Construction, described on the attached application cover sheet; and

WHEREAS, financial aid is required to carry out the project; and

NOW, THEREFORE, BE IT RESOLVED, the Common Council for the City of Green Bay will budget a sum sufficient to complete the project or acquisition and hereby authorizes the Director of the Parks, Recreation and Forestry Department, or a designee, to act on behalf of the City of Green Bay to:

- Submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
- Submit reimbursement claims along with necessary supporting documentation within 6 months of project completion date;
- Submit signed documents; and
- Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED, the Common Council for the City of Green Bay will comply with state or federal rules for the programs; will keep the facilities open to the general public during reasonable hours consistent with the type of facility; and will obtain from the State of Wisconsin Department of Natural Resources or the National Park Service approval in writing before any change is made in the use of the project site.

Adopted _____, 2019

Approved _____, 2019

Eric Genrich, Mayor

Kris A. Teske, Clerk

**FINAL RESOLUTION AUTHORIZING
WATER MAIN AND/OR WATER SERVICES
AND LEVYING SPECIAL ASSESSMENTS
AGAINST PROPERTY
June 18, 2019**

WHEREAS, the Improvement & Services Committee of the City of Green Bay, Wisconsin, held a public hearing in the City Hall at 6:00 p.m. on the 12th day of June, 2019 for the purpose of hearing all interested persons concerning the preliminary resolution and Report of the General Manager of the Water Utility on the proposed improvement and has heard all persons desiring audience at such hearings on the following streets or portions of streets:

SPARTAN ROAD – Humboldt Road to Luxemburg Road

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

1. That the Report of the General Manager of the Water Utility pertaining to the construction of the above described improvement, including plans and specifications therefore as modified, having been reviewed and discussed by members of the Improvement & Services Committee, is hereby adopted and approved.
2. That the Improvement & Services Committee is directed to advertise for bids and to carry out the work of such improvement in accordance with the Report of the General Manager of the Water Utility as approved and authorized by the appropriate committee.
3. That the payment for improvements be made by assessing the cost to the property as indicated in said Report of the General Manager of the Water Utility.
4. That the assessments shown on and confirmed by the Report of the General Manager of the Water Utility as modified are true and correct, and found to be in the public interest are hereby confirmed.
5. That the special assessments that were not required to be prepaid and were not paid in cash within thirty (30) days of the date of billing shall be payable in five (5) annual installments with interest thereon at the rate of four and one-half percent (4.5%) per annum.
6. That the special assessments that were required to be prepaid and were not deposited with the City prior to the awarding of the contract shall be payable to the City of Green Bay within thirty (30) days of the date of billing or they will be placed on the current tax roll as a lien against the property.

7. That the City Clerk shall be directed to publish this resolution in the official newspaper of the City of Green Bay.
8. That the City Clerk shall be further directed to mail a copy of this resolution to every property owner whose name appears on the assessment roll, whose post office address is known, or can with reasonable diligence be ascertained.

Adopted _____, 2019

Approved _____, 2019

Mayor

ATTEST:

City Clerk



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

June 18, 2019

PREPARED BY

AGENDA ITEM # Y.6.

To approve a resolution in support of a DNR Stewardship grant application for \$123,000 for the purchase and installation of a pedestrian bridge in the Baird Creek Greenway.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Baird Creek Resolution PC

**RESOLUTION AUTHORIZING APPLICATIONS
FOR OUTDOOR RECREATION AIDS FOR THE
BAIRD CREEK GREENWAY BRIDGE**

June 18, 2019

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, it is the desire of the Common Council for the City of Green Bay, a municipal corporation, to develop lands for public outdoor recreation purposes as described in the attached application; and

WHEREAS, the project is described as Baird Creek Greenway Bridge, described in the attached application; and

WHEREAS, financial aid is required to carry out the project; and

NOW, THEREFORE, BE IT RESOLVED, the Common Council for the City of Green Bay will budget a sum sufficient to complete the project or acquisition and hereby authorizes the Director of the Parks, Recreation and Forestry Department, or a designee, to act on behalf of the City of Green Bay to:

- Submit an application to the State of Wisconsin Department of Natural Resources for any financial aid that may be available;
- Submit reimbursement claims along with necessary supporting documentation within 6 months of project completion date;
- Submit signed documents; and
- Take necessary action to undertake, direct and complete the approved project.

BE IT FURTHER RESOLVED, the Common Council for the City of Green Bay will comply with state or federal rules for the programs; will keep the facilities open to the general public during reasonable hours consistent with the type of facility; and will obtain from the State of Wisconsin Department of Natural Resources or the National Park Service approval in writing before any change is made in the use of the project site.

Adopted _____, 2019

Approved _____, 2019

Eric Genrich, Mayor

Kris A. Teske, Clerk

**FINAL RESOLUTION AUTHORIZING
CONCRETE PAVEMENT IMPROVEMENTS
AND LEVYING SPECIAL ASSESSMENTS
AGAINST PROPERTY
June 18, 2019**

WHEREAS, the Improvement & Services Committee of the City of Green Bay, Wisconsin, held a public hearing at the City Hall at 6:00 p.m. on the 12th day of June, 2019, for the purpose of hearing all interested persons concerning the preliminary resolution and Report of the Director of Public Works on the proposed improvement and has heard all persons desiring audience at such hearings on the following streets or portions of streets:

NORTH WEBSTER AVENUE – Main Street to East River

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

1. That the Report of the Director of Public Works pertaining to the construction of the above described improvement, including plans and specifications therefore as modified, having been reviewed and discussed by members of the Improvement & Services Committee, is hereby adopted and approved.
2. That the Improvement & Services Committee is directed to advertise for bids and to carry out the work of such improvement in accordance with the Report of the Director of Public Works as approved and authorized by the appropriate Committee.
3. That the payment for improvements be made by assessing the cost to the property as indicated in said Report of the Director of Public Works.
4. That the assessments shown on and confirmed by the Report of the Director of Public Works as modified are true and correct, and found to be in the public interest are hereby confirmed.
5. That those special assessments not paid in cash within thirty (30) days of the date of the billing will be placed on the current tax roll as a lien against the property and shall be payable to the City of Green Bay in five (5) annual installments with interest thereon at the rate of four and one-half percent (4.5%) per annum.
6. That the City Clerk shall be directed to publish this resolution in the official newspaper of the City of Green Bay.

7. That the City Clerk shall be further directed to mail a copy of this resolution to every property owner whose name appears on the assessment roll, whose post office address is known, or can with reasonable diligence be ascertained.

Adopted _____, 2019

Approved _____, 2019

Mayor

ATTEST:

City Clerk

jld

**RESOLUTION APPROVING THE
WISCONSIN DEPARTMENT OF NATURAL RESOURCES
NR 208 – COMPLIANCE MAINTENANCE ANNUAL REPORT
June 18, 2019**

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, it is a requirement under a Wisconsin Pollutant Discharge Elimination System (WPDES) permit issued by the Wisconsin Department of Natural Resources to file a Compliance Maintenance Annual Report (CMAR) for its wastewater collection system under Wisconsin Administrative Code NR 208; and

WHEREAS, it is necessary to acknowledge that the governing body has reviewed the Compliance Maintenance Annual Report (CMAR); and

WHEREAS, it is necessary to provide recommendations or an action response plan for all individual CMAR section grades (of "C" or less) and/or an overall grade point average (<3.00); and

WHEREAS the City of Green Bay (City) scored an "A" in Financial Management; and

WHEREAS the City scored an "A" in Collection System Management; and

WHEREAS the City scored an "A" as an overall grade.

NOW, THEREFORE, BE IT RESOLVED that the following voluntary actions will be taken by the City in 2019:

1. Continue to review and update policies and procedures pertaining to the financial management of the City's Sanitary Sewer District;
2. Continue to review and update written policies and procedures as it relates to the management, operation and maintenance of the City's sanitary sewer collection system;
3. Continue the development of a Capacity, Management, Operation and Maintenance (CMOM) program;
4. Continue the implementation of the CMOM program for improved management and maintenance of the City's sanitary sewer collection system.

Adopted _____, 2019

Approved _____, 2019

Eric Genrich, Mayor

ATTEST:

Kris A Teske, City Clerk

**RESOLUTION APPROVING
HOLD HARMLESS AGREEMENT
SPEEDY CLEAN, INC.
TO CONDUCT INSPECTION OF SEWER MAINS AND LATERALS
June 18, 2019**

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

To approve the request by Speedy Clean, Inc. to enter into an annual Hold Harmless Agreement for access to the City of Green Bay sewer system to conduct inspection of the sewer mains and laterals.

Adopted _____, 2019

Approved _____, 2019

Mayor

ATTEST:

City Clerk

jld

ZONING ORDINANCE NO. 4-19

**AN ORDINANCE REZONING PROPERTY LOCATED
AT 2324 UNIVERSITY AVENUE
FROM GENERAL COMMERCIAL (C1) to HIGHWAY COMMERCIAL (C2)
(ZP 19-12)**

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

SECTION 1. Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following three described properties located at 2324 University Avenue from General Commercial (C1) to Highway Commercial (C2):

NEWBERRYS ADDN SUBD #1 PRT LOT 67 COM NE COR S 85 DEG 26 MIN 34 SEC W 100 FT TO B EG S 85 DEG 26 MIN 34 SEC W 48.75 FT S 0 DEG 10 MIN 56 SEC E 135.58 FT S 89 DEG 49 MIN 04 SEC E 48.29 FT N 0 D EG 10 MIN 56 SEC W 138.87 FT TO BEG EXC J 3615-7 (Parcel No. 21-2216-5)

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 thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2019.

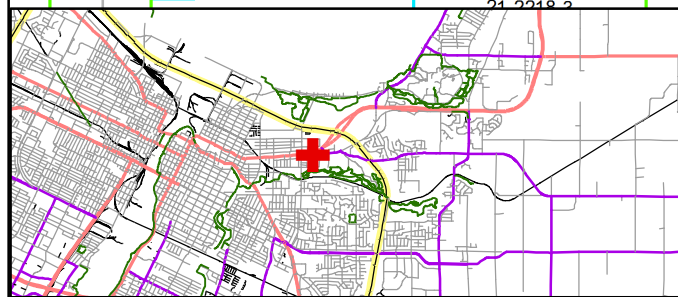
APPROVED:

Mayor

ATTEST:

Clerk

pn
Attachment – Map



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 PN

ZONING ORDINANCE NO. 5-19

AN ORDINANCE AMENDING
PLANNED UNIT DEVELOPMENT ZO 12-11 ZONING
CERTAIN LANDS LOCATED IN THE 900 AND 1000 BLOCKS OF
LOMBARDI AVENUE AND TONY CANADEO RUN
(ZP 19-09)

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

SECTION 1. Section 13-108, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by establishing a Planned Unit Development District on the following described property:

Parcel No. 1-1841-C: PART OF LOT 9 MORRIS & BROMLEYS SUBD OF S1/2 PC 13 WSFR & PART OF PC 14 & 15 WSFR AS DESC IN 673 R 126 EX 669 R 91 & EX J1546-30 & EX J15079-24

Parcel No. 1-1841-C-2: LOT 2 OF 37 CSM 99 BNG PART OF LOT 9 MORRIS & BROMLEY'S SUBD OF S1/2 OF PC 13 WSFR & BNG PART OF PC 14 & 15 WSFR

Parcel No. 1-1841-K: LOT 1 OF 50 CSM 323 BNG PRT OF PC 15 WSFR

Parcel No. 1-1841-J-2: LOT 1 OF 52 CSM 161 BNG PRT OF PC 15 WSFR & PRT OF LOT 2 OF SD CSM DESC IN 2305190

Parcel No. 1-1841-B-1: LOT 1 OF 31 CSM 129 BNG PRT OF PC 15 WSFR & PART OF 11 CSM 357 & PART OF PC 15 WSFR AS DESC IN J27435-01

Parcel No. 1-1841-J: LOT 2 OF 52 CSM 161 BNG PRT OF PC 15 WSFR EX 2305190

Parcel No. 1-1841-F: THAT PRT OF LOT 8 OF MORRIS & BROMLEYS SUBD OF S1/2 OF PC 13 WSFR & THAT PRT OF PC 14 & 15 WSFR DESC IN 682 R 512 EX J1396-25

Parcel No. 1-1841-M: THAT PRT OF LOT 8 OF MORRIS & BROMLEYS SUBD OF S1/2 OF PC 13 WSFR & THAT PRT OF PC 14 & 15 WSRF DESC IN 810 R 514 EX J1396-26

Parcel No. 1-1841-E-3: THAT PRT OF LOT 8 MORRIS & BROMLEYS SUBD OF S1/2 OF PC 13 WSFR AS DESC IN 871 R 119

Parcel No. 1-1841-D: LOT 2 OF 3 CSM 103 EX N 180 FT DESC IN 743 R 288
BNG PRT LOT 8 MORRIS & BROMLEYS SUBD OF S1/2 OF PC 13 WSFR

SECTION 2. Pursuant to Section 13-1900, et seq., Green Bay Municipal Code, as they apply, the following conditions are imposed:

- A. PURPOSES AND INTENT. The purpose and intent of this Planned Unit Development (PUD) are established as follows.
1. Interim Measure. This PUD is designed as an interim measure in order to be responsive to the businesses that are currently present and the current economic climate that is creating challenges for these businesses. In particular, certain businesses are not visible from the arterial street, and the full development of the area that would draw additional customer traffic has not yet materialized. More sustainable solutions beyond the limited scope of this PUD should continue to be pursued by the businesses and property owners in and around the subject area.
 2. Future Planning Necessary. The future development and enhancement of the Lombardi Avenue corridor should be planned in a collaborative manner, including the establishment of a brand and identity highlighting the unique offerings of this business district. The formation of a business association or even a formal Business Improvement District is strongly recommended. This PUD should then be built upon, updated, and expanded to reflect and implement the results of future planning efforts and stakeholder participation.
 3. Existing Uses Conforming. The intent of this PUD is two-fold with regard to land uses. First, it establishes commercial uses as the desired form of new development and redevelopment. Such commercial uses should be generally consistent and compatible with the uses permissible in neighboring PUDs of a similar nature **and in keeping with the Legends District Master Plan.** Second, it recognizes, and establishes as conforming, the existing industrial land uses on the subject property. Until such time that market conditions allow for redevelopment to commercial use, the existing industrial uses are suited to their particular locations and shall be allowed to continue and to be modified subject to the limitations of this ordinance, the applicable requirements of the Green Bay Municipal Code, and other applicable regulations.

B. PERMITTED USES. The land uses which may be established and/or maintained on the subject property are as follows:

1. Banks or other financial institutions.
2. General offices.
3. Cultural institutions.
4. General retail, personal services, and business services. Outdoor displays of merchandise are permitted subject to:
 - a. Display is not motor vehicles. (Vehicle sales uses are not permitted.)
 - b. Display is accessory to the principal use.
 - c. Display is within 10 feet of the main structure.
 - d. Display is not located in a required yard or parking area.
 - e. Display is not advertising.
 - f. Display does not involve storage of items not sold on site.
 - g. Display is maintained in a neat and orderly manner.
 - h. Display only allowed during regular business hours.
5. Restaurants and taverns or bars, including outdoor dining areas and indoor play areas. (Note that Zoning Petition 06-08 granted a conditional use to permit to allow for a restaurant or bar with entertainment including outdoor, live, or amplified music on Parcel No. 1-1841-J-2, Champion's Sports Bar and Grill. That conditional-use permit continues to be in effect.)
6. Theaters.
7. Indoor recreation facilities.
8. Accessory buildings and uses customarily incidental to any of the uses when located on the same premises.
9. Other suitable uses are detailed in the Legends District Master Plan.

C. CONDITIONAL USES.

1. Outdoor commercial recreation areas
2. Hotels. (Note that Zoning Petition 06-08 granted a conditional use permit for a hotel on Parcel No. 1-1841-K, Cambria Suites. That conditional-use permit continues to be in effect.)
3. Drive-through facilities, except that a drive through facility shall not be permitted to face the street frontage under any circumstances.

D. USES OF PARCEL NO. 1-1841-C. Part of the intent of this PUD is to allow the ongoing maintenance of the existing uses of Parcel No. 1-1841-C (Hudson-Sharp, Saranac) and to also allow for the modification, alteration, or expansion of those uses without amending this ordinance. In addition to the potential land uses allowed under Sections 2.B and 2.C above, the existing uses of Parcel No. 1-1841-C may be maintained, modified, altered, or expanded in conformance with the underlying zoning district.

- E. PROHIBITED USES. Any and all other uses of the subject property, other than the uses permitted pursuant to the provisions of Section 2 or appurtenant thereto which are or may otherwise be permitted under the applicable provisions of the Zoning Ordinance, Chapter 13, Green Bay Municipal Code, as now or hereafter amended, are hereby expressly prohibited and shall not be established and/or maintained without specific amendment to this ordinance made as required by law.
- F. Dimensional and Area Requirements. Dimensional and area requirements for principal and accessory structures on the subject property shall be as required in the C1 – General Commercial District as set forth in Section 13-800, Green Bay Municipal Code. **These requirements shall also meet the standards provided in Chapter 4 of the Legends District Master Plan (Exhibit C).**
1. Parcel No. 1-1841-K. The maximum allowable building height on Parcel No. 1-1841-K (Cambria Suites) shall be 70 feet. (Zoning Petition 06-08)
- G. OFF-PREMISE DIRECTIONAL SIGNAGE. In order to promote visibility for the existing businesses located on Tony Canadeo Run while the area is not yet fully developed, one off-premise directional sign shall be permitted for a one-year period in the location shown on Exhibit A. Such signage shall be limited and controlled in order to prevent a proliferation of off-premise directional signage and shall meet the following requirements:
1. The materials, color, appurtenant landscaping, and overall design shall be generally consistent with that shown in Exhibit B and shall also comply with the following requirements:
 - a. The sign shall not mimic public directional signage design.
 - b. The sign design concept shall include complementary landscaping.
 - c. The sign base shall utilize vinyl, painted or coated metal, masonry, or stone to conceal any wooden posts and to increase durability.
 2. The maximum area of the sign face shall be eight (8) square feet per side for a total of 16 square feet.
 3. Sign height shall not exceed six (6) feet.
 4. If lighted, the sign shall utilize external illumination.
 5. The sign shall be located on private property (outside of the right-of-way) and outside of any required vision corner.
 6. The sign may be located inside the front or side yard setback areas but shall be located so as to not obstruct traffic views of vehicles or pedestrians or in any way create a safety hazard.
 7. A written agreement between the owner(s) of Parcel No. 1-1841-C and those businesses identified on the sign shall be submitted with the sign permit application and maintained as long as the sign is present. An easement is the preferred form of agreement.

8. If the timeframe of this PUD is not extended as described under Section 2.I, then the sign shall be removed at the time that the PUD expires, is rescinded, or is otherwise modified to affect the allowance for off-premise directional signage.
 9. Signs shall also meet the general intent of the Legends District Master Plan, as well as Chapter 4 (Exhibit C).
- H. OTHER ZONING REQUIREMENTS. Where regulations are not specified by this ordinance, including Exhibit C, the applicable requirements of the Zoning Ordinance and Green Bay Municipal Code shall govern. Where zoning requirements are specific to a particular district, the regulations of the C1 – General Commercial District shall govern.
- I. REVIEW AFTER ONE YEAR. After a period of approximately one year from the effective date of this PUD, the Plan Commission and City Council shall review the results and effectiveness of this PUD. To be included in this review are progress by the area businesses toward coordinating a planning or branding effort for the Lombardi Avenue corridor, and the results of allowing for the off-premise directional signage. Based on findings, the Plan Commission and City Council may at that time act to extend, remove, or otherwise modify this PUD ordinance, rescind this PUD ordinance, or require further study.

SECTION 3. The provisions of this ordinance, including, without limitation, the granting of a conditional-use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee-simple owner and the beneficial owner of all or any portion of the subject property. All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

SECTION 4. Each exhibit which is attached to this ordinance is deemed to be and is expressly made a part of and incorporated into this ordinance to the same extent as if each such exhibit and the plans identified therein had been set forth in its entirety in the body of this ordinance.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. In addition to all other remedies available to the City of Green Bay, the City may decline to issue any building or other permits otherwise required by any ordinance of this City while any violation of this ordinance remains uncured.

SECTION 7. If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

SECTION 8. This ordinance shall not take effect until a public hearing is held thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2019.

APPROVED:

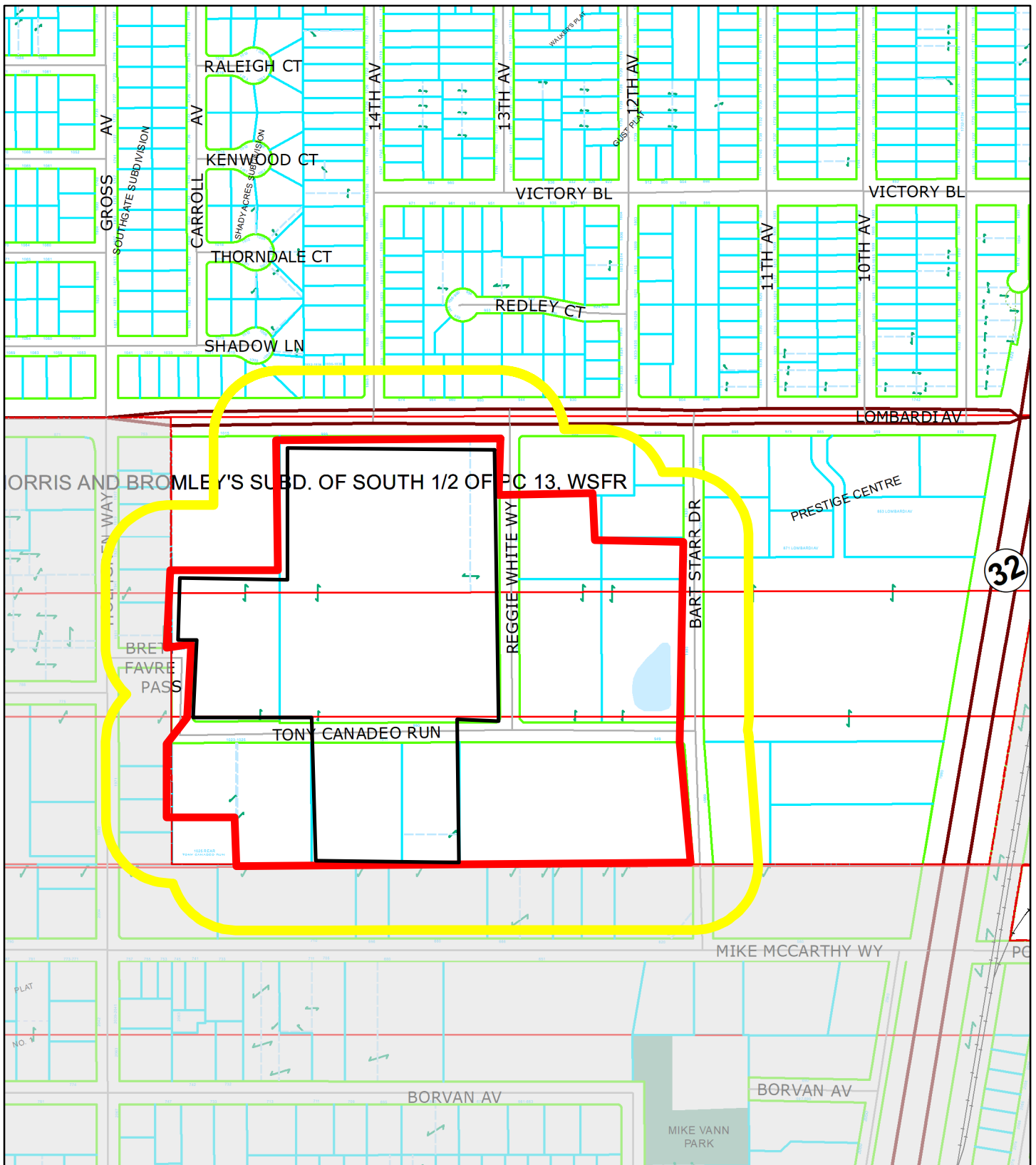
Mayor

ATTEST:

Clerk

sjh

Attachments: Exhibit A – Conceptual Site Plan
Exhibit B – Sign Design Concept
Exhibit C – Chapter 4, Design Standards, Legends District Master Plan
Location Map



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. SJH 30 May 2019 X:\Planning\Basemaps\template_8.5x11.mxd

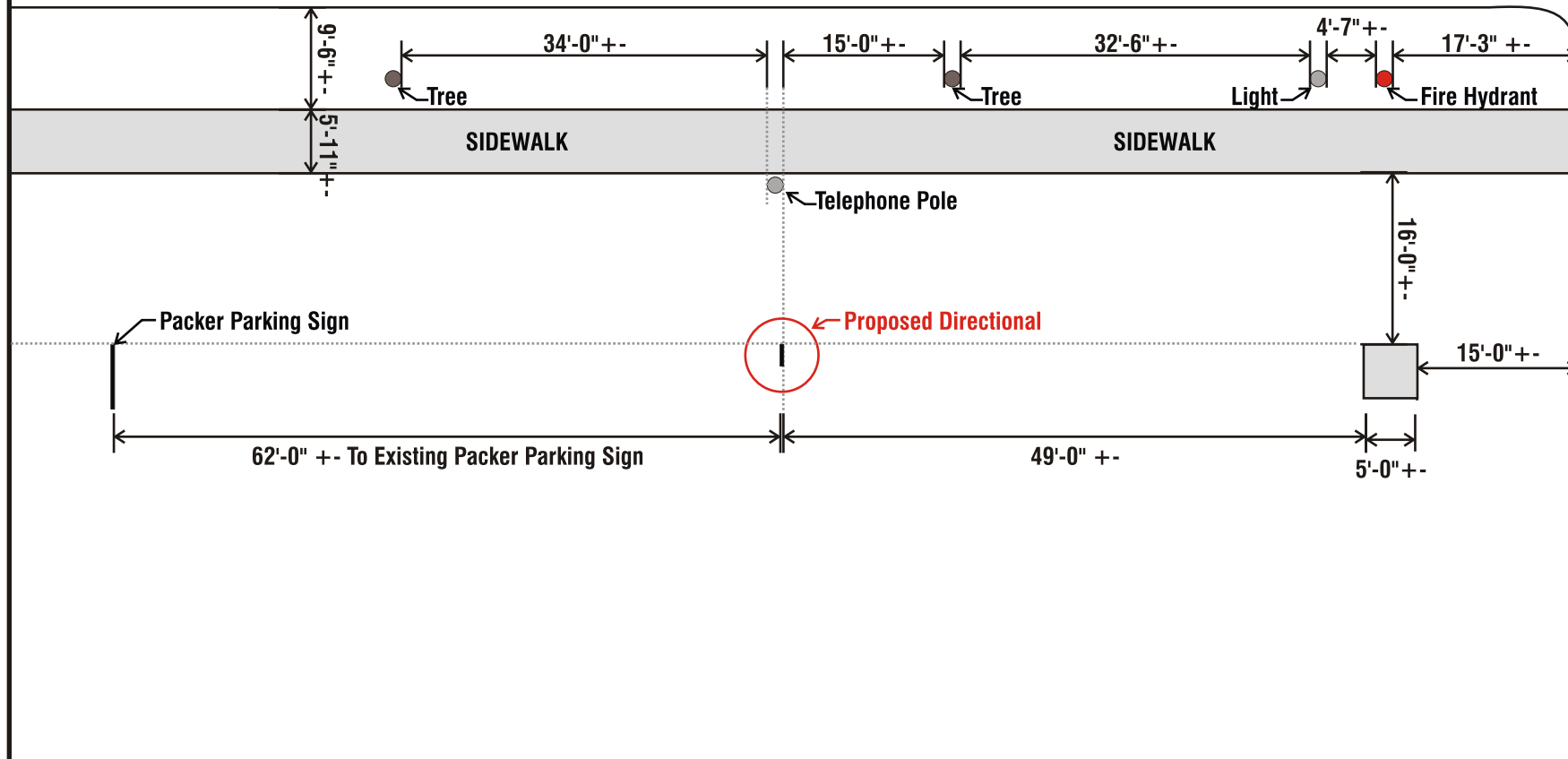
ZP 19-09, PUD Amendment **Tony Canadeo Run, Legends District**

0 115 230 460 Feet



- Existing PUD Area
- Proposed Expansion Area
- 200' Notification Area

LOMBARDI AVE





DOUBLE FACE DIRECTION

PANEL SPECIFICATIONS

ELECTRICIAN	NOBLE ILLUMINATED
PANEL	DOUBLE FACE
MATERIAL	100% PLASTIC ALUMINUM BATH
	BACK SIDE PAINTED
FINISH	REFLECTIVE ORANGE YELLOW

DESIGN #: 12146-02	Pg.: 7	DESIGN STAGE:	APPROVAL:	MEMBER OF:
CLIENT: CAMBRIA SUITES		☐ CONCEPTUAL ☒ FINAL	WITH APPROVAL OF THIS DESIGN, THE DESIGNER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE SIGN. THE DESIGNER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE SIGN. THE DESIGNER SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE SIGN.	 WISA
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DATE: JULY 20, 2011		☐ FIELD SURVEY DATA SUBMITTED & APPROVED		DATE: JULY 20, 2011
LOCAL: 311-1111		☒ COMPUTER FILE OF LOGO AND GRAPHICS		
A.C. SIGN: 1111-1111		☐ UNDERSTANDING TO BE DETERMINED		
DESIGNER: JEFF MATHIAS	CONSULTED: W1		CLIENT SIGNATURE:	DATE:
REMOVED BY: JEM	(DATE): 06/11		DESIGNER SIGNATURE:	DATE:



CHAPTER FOUR

DISTRICT DESIGN STANDARDS

CHAPTER 4: DISTRICT DESIGN STANDARDS

Design Guidelines Contents

- 4.1 Why utilize Urban Design Guidelines for the Legends District?
- 4.2 When do you use the Legends District Design Standards?
- 4.3 Who uses the Legends District Design Standards?
- 4.4 How do you use the Legends District Design Standards?
- 4.5 District Map and Area Description
- 4.6 Vision Statements, Guiding Objectives, and Design Principles
- 4.7 Design Approval Process
- 4.8 Glossary
- 4.9 Design Standards
 - 4.9.1 Sidewalks, Streetscapes, and Intersections
 - 4.9.2 Site Design, Building Orientation, and Architectural Character
 - 4.9.3 Building Massing, Scale, and Transitions
 - 4.9.4 Landscaping, Screening, and On-Site Features
 - 4.9.5 Public Open Space
 - 4.9.6 Parking, Service Areas, Stormwater
 - 4.9.7 Business Wayfinding and Gateway Signage

This chapter contains a table of contents, directions, and design standards that can be directly incorporated into a future zoning overlay district ordinance.

4.1 Why utilize Urban Design Guidelines for the Legends District?

The Legends District Master Plan details the need for urban design standards necessary to complete the redevelopment of the Legends District study area. The purpose of the pedestrian scale design guidelines is to ensure quality and compatible design throughout the District. Therefore, these design standards guide and define the compatibility of existing properties in the area and the relationship to future potential uses. The design standards are necessary to provide a development that acts as an entrance to the entertainment and commercial uses located off Lombardi Avenue and Ashland Avenue in the City of Green Bay and Holmgren Way and Mike McCarthy Way in the Village of Ashwaubenon. The mixed-use District standards will also act as a buffer between Green Bay neighborhoods and the adjacent commercial and industrial uses that surround the site.

The use of goals and standards included within this guide supports the Master Plan and the 2022 Comprehensive Plan.

4.2 When do you use the Legends District Design Standards?

The design standards illustrated in this guideline shall be used for new construction, additions, renovations, and adaptive reuse of any existing sites located within the District boundary.

4.3 Who uses the Legends District Design Standards?

The Legends District Design Standards is used by landowners, business owners, developers, engineers, architects, commercial tenants, build-out consultants, and others that take part in the development of the Legends District. The City of Green Bay and related development commissions (Redevelopment Authority, Plan Commission, City Council, etc.) shall also use the guidelines to review and approve proposed projects located within the District.

4.4 How do you use the Legends District Design Standards?

Development teams should first meet with City of Green Bay Community and Economic Development staff to review the standards and guidelines of these design plans and discuss the approval process steps. The review with staff should happen early in the process and before the schematic design stages of development. Where conflicts arise between the Zoning Code and any adopted design standards set forth herein, the design standards of the District shall take precedent. These design standards should be periodically reviewed for consistency and applicability with the District. City staff should recommend any changes to the Zoning Administrator and Plan Commission for discussion and review.

4.5 District Map and Area Description

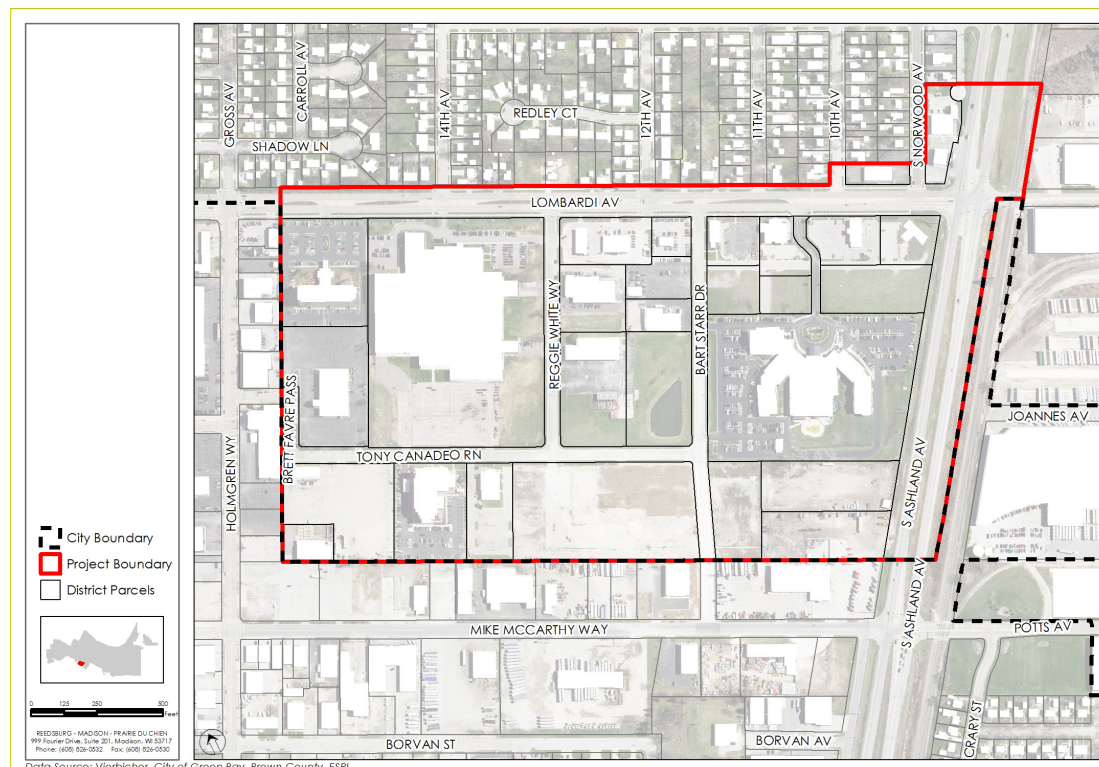
The areas subject to this chapter are identified in Map 4.1. The area described as the Legends District comprises the area roughly bounded by Lombardi Avenue, Ashland Avenue, and the municipal limits on the north of Mike McCarthy Way and Holmgren Way.

4.6 Vision Statements, Guiding Objectives, and Design Principles

Vision Statements

The Citizen Steering Committee and the general public, through their feedback comments, directed the project team to generate a series of separate concepts to “re-brand” the district with a design theme and a name. Throughout the process, the concept of “Industrial Chic” rose to the top as the preferred design theme. The preferred design harkens back to the previous land uses in the area during the industrial and neighborhood boom during the middle 20th century.

Map 4.1 Design District Boundary



Industrial Chic

Industrial chic style refers to an aesthetic trend in design that takes clues from old factories and industrial spaces to incorporate into new or existing buildings. Components of industrial style include weathered wood, exposed building systems, exposed brick, industrial lighting fixtures, and concrete.

Vision Statement

The District will become the entertainment destination in Green Bay showcasing clusters of high-density buildings, pedestrian-filled sidewalks, and tree-lined streets that connect neighborhoods and commercial areas; thus, creating places to live, work, recreate, eat, and entertain for residents and tourists alike. The unique design of the District will create a distinct urban characteristic like no other place in the city. This vision for the District is not just about tall buildings. It is about creating a place in which people are engaged in their surroundings and a place where people want to be.

District Name

Throughout the process, the project team developed a list of names to help rebrand the District. The Steering Committee ultimately selected to brand the District as the Legends District to coincide with the industrial chic design theme.

Guiding Objectives

Quality design is an essential element to a quality mixed-use, pedestrian, urban environment. Ideally, each new development and redevelopment would comprise a mix of residential structures, mixed-use structures, and commercial and retail structures that respect the context of the adjoining properties. To reach the desired vision, the Legends District plan established several objectives to guide the decision-making process. These objectives are as follows:

- Establish a placemaking and streetscape design theme to further illustrate a memorable sense of place.
- Improve the pedestrian elements throughout the District to ensure a vital and interesting sidewalk experience.
- Generate site development guidelines that transition existing building architecture to the desired design architecture theme.
- Identify opportunities for development and redevelopment within the area that match the needs of a variety of interested developers.
- Identify areas for new public and private open spaces that are integral to establishing the area as a premier pedestrian environment.
- Establish gateway markers around the periphery of the District to further establish the vision.
- Establish a clear approval process for developers, landowners, and business owners to implement the District Vision.

To implement the objectives listed above, the standards listed in this guide are based on fundamental principles of quality site design, architectural design, landscaping standards, and public space design. The body of this guide is based around five main design topics. Each issue is summarized by a goal and followed by guiding principles and recommended standards.

BELOW: Legends District logo



4.7 Design Approval Process

The submittal process and requirements for proposed projects located in the District are not intended to subvert, but support and advance the requirements established in the City Zoning Code. The process should follow the standard development process outlined in Chapter 13-1800 of the Green Bay Municipal Code.

4.8 Glossary

Terms related to the creation and design implementation of the District shall be the same as those listed in Section 13-300 of the Green Bay Municipal Code.

4.9 Design Standards

4.9.1: Sidewalks, Streetscapes, and Intersections

Goals:

- Create a sidewalk network that is integral to a pedestrian-friendly street system where pedestrians can experience safety, comfort, accessibility, and efficient mobility. Sidewalks also function as outdoor rooms and gathering places, and help define community character.
- Improve the street network to include curb extensions to provide increased pedestrian space and opportunity for social interaction while providing safe refuge and shorter distances while crossing the street.

Guiding Principles:

- Typical minimum width for high-volume pedestrian zones: 6.0 feet.
- Minimum height clearance for mounted traffic signs and tree branches in pedestrian travel ways: 8.0 feet.
- Keep sight triangles open to facilitate safe vehicle and pedestrian movements.

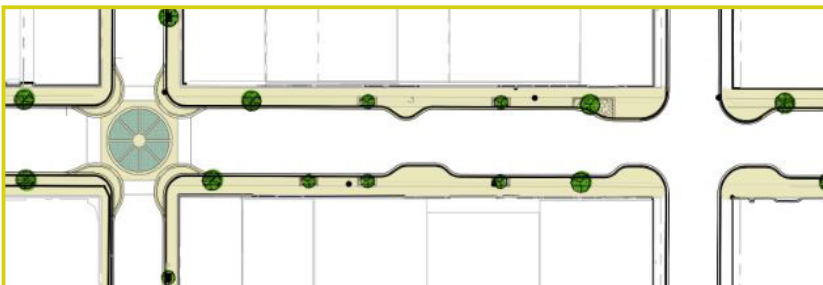
RIGHT: Example of midblock crosswalks



RIGHT: Example of facades differentiated enough to visually separate the structure



BELOW: Example of bumpouts that could be along Tony Canadeo Run



Recommended Design Standards:

1. Zones

a. Development areas shall have clearly defined zones for pedestrians, building development, vehicular travel zones, and designated on-street parking areas where appropriate.

b. Pedestrian zones and networks shall also have designated spaces for pedestrian travel, tree and utility plantings, and clear zones around buildings. (Building position, massing, signage, and lighting are further refined through this chapter.)

2. Sidewalks and Crossings

a. Tony Canadeo Run and Reggie White Way should be targeted streets for building and site redevelopment which places the majority of the building façades at the front property line to create a pedestrian-focused network.

b. As development in the District intensifies, the pedestrian focus should be amplified on one side of the street. Study the removal of one lane of parking to create larger, oversized sidewalks and walkways than would typically be required to be installed for future developments.

c. Due to the position of Tundra Lodge, located off the street, pedestrian focus along Bart Starr Road should focus on the west side of the street.

d. Intersection pedestrian crossing shall consider the incorporation of curb extensions or “bump-outs,” or “bulb-outs.” These curb extensions enhance pedestrian safety by increasing pedestrian visibility, shortening crossing distances, slowing turning vehicles, and visually narrowing the roadway.

e. Mid-block pedestrian crossing should consider the incorporation of curb extensions or “bump-outs,” or “bulb-outs.” Other design considerations aside from bump outs should also be considered. An example of curb extension is shown below.

f. All crossings shall be differentiated enough to visually separate the pedestrian surface from the vehicular surface. Examples include different painting and stamped concrete.

g. Surfaces must be ADA-accessible.

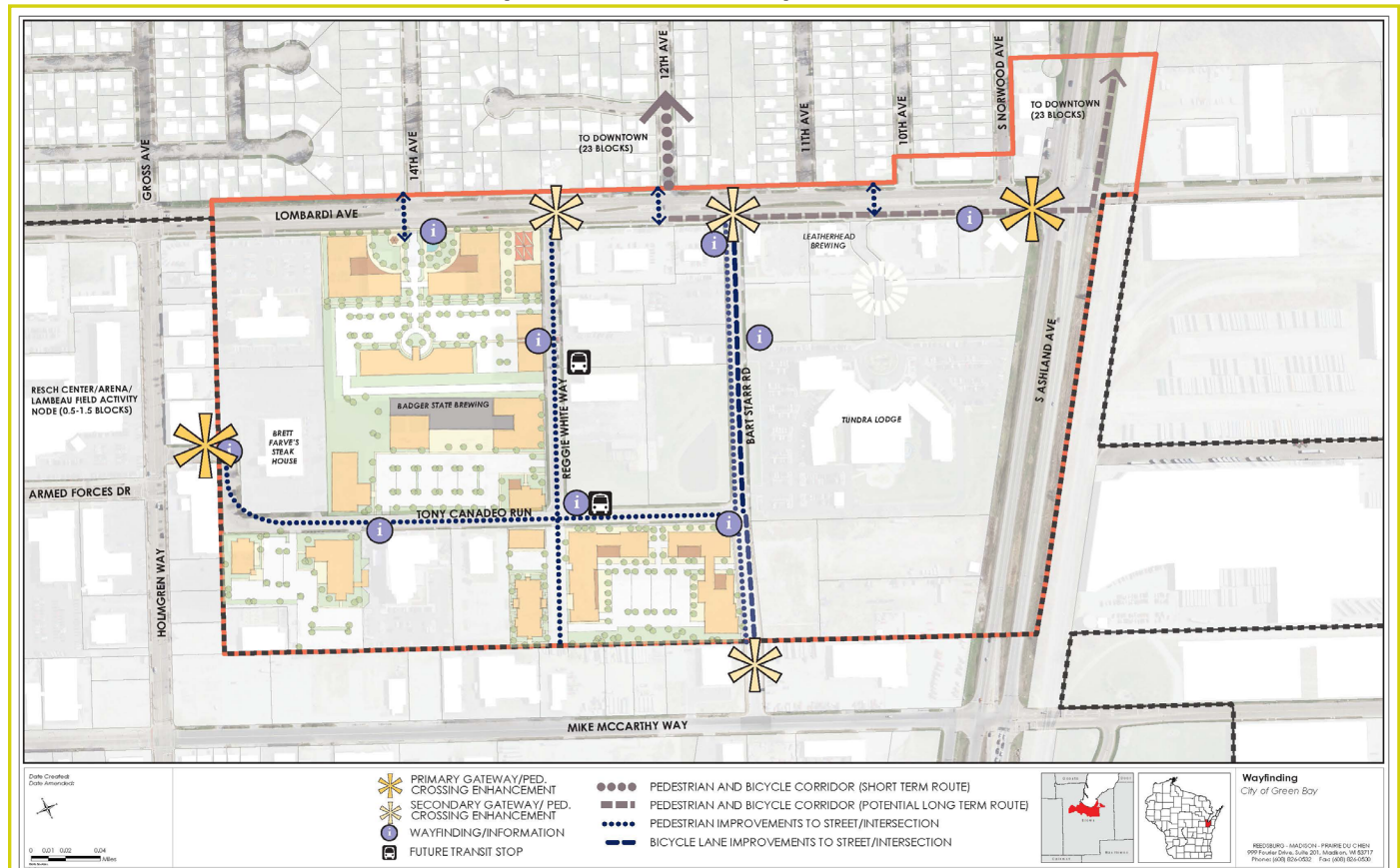
Map 4.2 identifies the designated pedestrian crossing enhancements. Map 1.6.8 illustrates the right-of-way and roadway dimensions. The City has sufficient right-of-way widths to proceed to develop the roads as detailed in the pages 4.6 and 4.7.

3. Pedestrian/Sidewalk Amenities

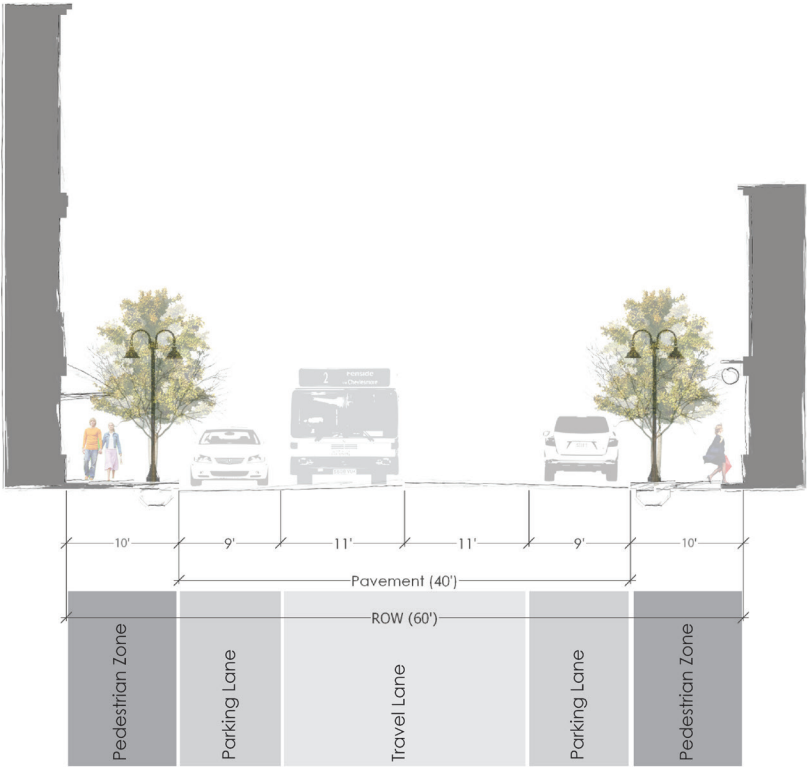
a. All obstacles, such as signs, street furniture, café tables, and benches are to be located to the side of the travel way, and in the café/ tree/utility zones (pedestrian zones).

b. Materials shall be black, patina antique (copper, tin, etc.), stainless, or polished metal finishes.

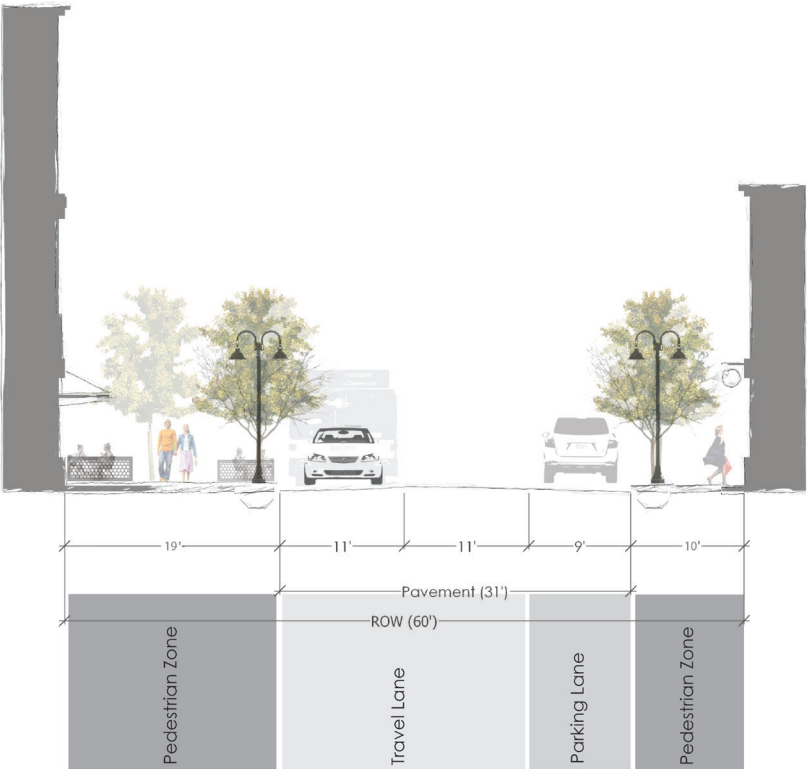
Map 4.2
Recommended Pedestrian and Bicycle Connection Improvements



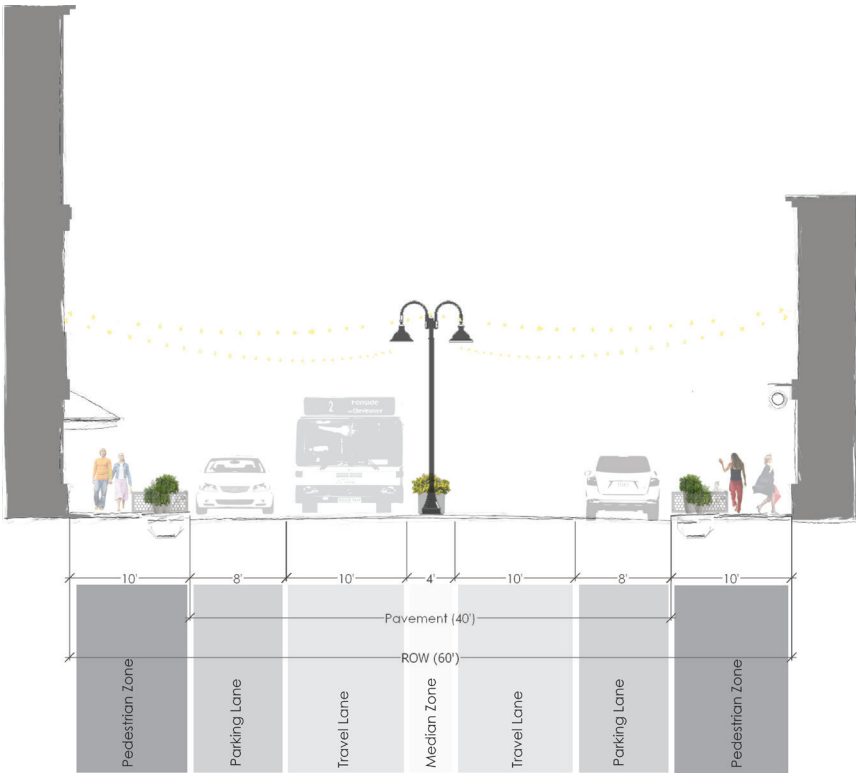
RIGHT: Example street
space recommendation



RIGHT: Example street
space recommendation



LEFT: Example street space recommendation



LEFT: Example street space recommendation



Figure 4.9.1 Streetscaping Elements Examples

RIGHT: Example of separated cafe/ pedestrian space/zones



RIGHT: Example of industrial signage and awning over the ROW with proper clearance



RIGHT: Example of industrial-styled building signage lighting in ROW with proper clearance



FAR RIGHT: Example of industrial-influenced bench and trash can



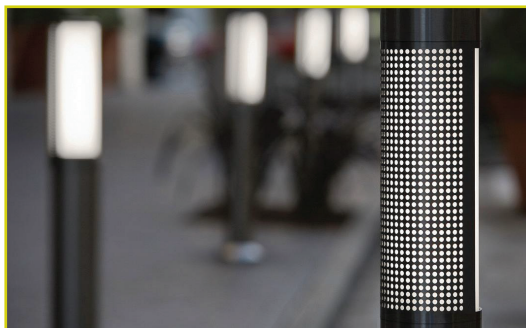
RIGHT: Example of industrial-styled street and pedestrian lighting



FAR RIGHT: Example of industrial-influenced bike rack



RIGHT: Examples of industrial-styled bollard lighting



FAR RIGHT: Example of industrial-influenced bike rack



4. Plantings

a. Minimum overhead tree clearance shall be eight feet if not located over a roadway, or fifteen feet if located over a roadway.

b. Streetscape planting shall be low-profile shrubs and upward-branching trees to maintain visibility and sight distance at intersections, crossings, and other critical areas.

c. Sculpture art and landscaping should be explored as an alternative to plantings where recommended by the City's Parks, Recreation, and Forestry Department.

d. Maximum height of shrubs and raised planters within the corner sight triangle and mid-block bump-out areas shall be two feet.

e. Tree plantings and species shall be approved by a City of Green Bay landscape architect and forester.



LEFT: Example of landscape planters screening and separating cafe zone from pedestrian zone



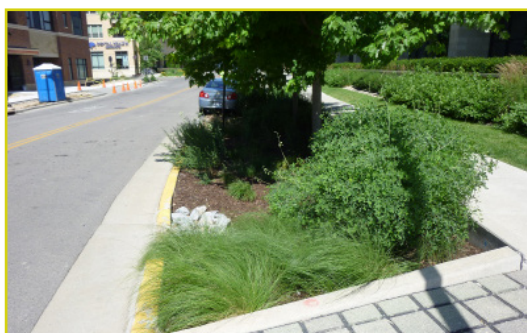
LEFT: Example of appropriate building setbacks and clear zone for residential uses in walkable areas



LEFT: Example of curb extensions and mid-block crossings in walkable areas



LEFT: Example of upward-branching trees to maintain visibility and sight distance at intersections, crossings, and other critical areas



LEFT: Example of integrated stormwater management landscaping

What is Industrial Chic?

Industrial style or chic refers to an aesthetic trend in design that takes clues from old factories and industrial spaces to incorporate into new or existing buildings. Components of industrial style include weathered wood, exposed building systems, exposed brick, industrial lighting fixtures, and concrete.

RIGHT: Example of mixed-use development with an industrial reuse influence

RIGHT: Example of urban, industrial-themed residential with modern industrial influence

RIGHT: Example of urban, industrial-themed commercial space with a single floor of residential above

4.9.2: Site Design, Building Orientation, and Architectural Character

Goals:

- Create a building design theme that accentuates pedestrian and bicycle connections between the street and adjoining properties to create a memorable user experience.
- Create a District design theme that develops and maintains quality building standards that reflects the industrial history of the area, the desired design theme, and a character that is sensitive to the pedestrian environment - commonly referred to as *"industrial chic"*

Guiding Principles:

- The District should reflect a modern and high-quality adaptation on industrial design.
- Site buildings reinforce pedestrian connections.
- Pedestrian safety is a priority over vehicular access.
- Stress the importance of functional first-floor façades.
- Articulate building massing through window placement and scale.

Figure 4.9.2 Site Design, Building Orientation, and Architectural Character Examples



Recommended Design Standards:

1. District architectural design styles shall blend high-quality contemporary building design with the industrial style within the District. Each building is not required to blend styles ,but should be complementary to the District identity. See example images.
2. Primary building entrances shall be oriented to and visible from the main pedestrian traffic-generating streets, and routes should be designed as the focal point of the façade.
3. Encourage positioning of buildings parallel to streets to establish and maintain a larger block face.
4. Provide a direct link from the main entrance of the building to the public sidewalk plazas.
5. Multi-family residential uses may be permitted on the first floor, but shall be designed, integrated, and consistent with façade requirements.
6. Vehicular site entrances shall be located away from main entrances to promote pedestrian safety and are encouraged to be co-located to reduce conflict points.
7. The areas between the building façade and the street should only be used for small pedestrian plazas, planting beds, business signage, public art, decorative fencing and screening, cafes, retail sales, and other pedestrian-scale amenities.

8. Future buildings that are located at the zero setback line are encouraged to provide additional building articulation, where at least 70% remains at the zero setback line.

9. Residential developments within the district are encouraged to be integrated into a mixed-use development and have doors, windows, and sidewalks oriented toward the street. Parking garage entrances and parking shall be located on the side or rear of buildings.

10. Building characteristics: New developments are encouraged to place new structures as close to the front property line to establish the pedestrian zones; however, if developments integrate pedestrian entrances, plazas, or cafes into their hardscaping plans, the following standards shall apply.

a. Building standards for placement less than or equal to five feet from the front property line.

i. Building entrances – at least once every 75 feet.

ii. Major façade modulation every 100 feet. Major façade modulation is defined as façade extensions or recesses greater than five feet.

iii. Buildings of more than 30 feet in width shall be divided into smaller regular visual increments through the articulation of the façade. This can be achieved through variation in materials, detailing, roof lines, and elements, such as arcades, awnings, windows, and balconies.

b. Building standards for placement between five and 15 feet from the front property line.

i. Building entrance - at least once every 50 feet.

ii. Major façade modulation every 75 feet. Major façade modulation is defined as façade extensions or recesses greater than five feet.

III. Buildings of more than 30 feet in width shall be divided into smaller regular visual increments through the articulation of the façade. This can be achieved through variation in materials, detailing, roof lines, and elements, such as arcades, awnings, windows, and balconies.

c. The maximum setback line is 15 feet.



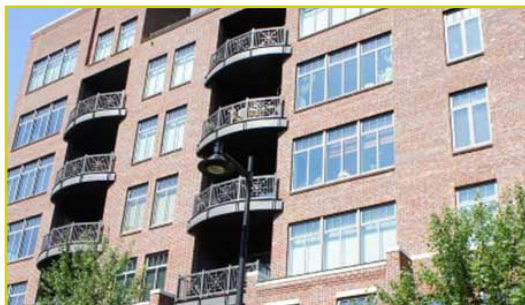
LEFT: Example of urban, industrial-themed buildings and district and zero lot line development and proper window transparency



LEFT: Example of building located at a zero lot line. The building also represents a quality mix of building massing and wall articulation



LEFT: Example of active private space with an industrial design focus



LEFT: Example of balconies aligned with the building's vertical elements representing and industrial design focus



LEFT: Example of a building with quality materials, focused building entrance, minimal setbacks, hardscaping, and landscaping

RIGHT: Example of an internal building plaza



RIGHT: Example of industrial reuse and industrial materials



RIGHT: Example of building with accentuated window openings



RIGHT: Example of a quality building design that incorporates quality materials



11. Storefronts: Design should highlight storefronts and building entrances with architectural features, canopies, awnings, lighting, color, different massing, or unique features and finishes.

12. The ground level of any multi-story, commercial, and mixed-use structure shall be visually distinct from the upper stories through the use of an intermediate cornice line, sign band, awning or arcade, or a change in building materials, texture, or detailing.

13. Materials

a. Building materials shall relate to the use of the building. Materials should support the building's hierarchical composition. Heavier and more massive materials should be located closer to the ground, whereas, materials that appear lighter should be used on upper stories, parapets, and cornices.

b. Building materials shall be of high-quality and durable material for northern climates.

c. Building materials shall be of complementary colors and shall be used to break up the apparent mass and visual interest to the site and streetscaping. Matte materials are encouraged for large wall expanses, whereas gloss finishes are to be used as accents.

d. Building materials shall be varied in nature, with emphasis on high-quality materials in the pedestrian zone, such as brick or stone with accent materials, such as metal and tile accounting for no more than 20% of the façade. Simpler materials are suitable for upper portions of the building and sides not visible to the street.

e. Building materials shall not include materials such as EFIS, vinyl siding, and pressed wood siding.

f. The use of energy-efficient, sustainable materials should be encouraged.

14. Lighting

a. Use low-level building and landscape lighting to develop a sense of place and aid in wayfinding during evening hours.

b. Use pedestrian-scale lighting around parking areas and sidewalks to extend hours of utility (including safety and crime prevention).

15. Building Openings

a. All buildings should have at least one prominent public entrance that is directly visible from the adjacent street and which contributes to the public realm. Entrances shall incorporate generous glass windows, accent lighting, pedestrian-scaled architectural detailing, and seating elements to create emphasis on the entrance. Entrances along the streetscape should be accessed either directly from the sidewalk or through a small plaza situated between the entrance and the sidewalk.

b. Street-facing first floor façades shall be accentuated with window openings no more than 36 inches from the ground and must be located at least every 15 feet for commercial uses and 20 feet for residential unless interrupted by doors or other openings.

c. Efforts should be made to maximize street frontage transparency and maintain active uses on the ground floor.

d. For commercial or mixed-use buildings, a minimum of 60 percent of the front façade on the ground floor shall be transparent, consisting of window or door openings and allowing views into and out of the interior.

e. Building entrances should be designed as the focal point of the façade.

f. Mixed-use buildings should provide separate side or rear entrances for residential and/or office tenants to minimize conflict with retail patrons, eliminate noise and focus attention on store entrances.

16. Other Elements: Canopies/Awnings

a. The design and materials of canopies should share common architectural elements of the building and be integrated with the building façade.

b. Canopies and awnings should be located at a sufficient height to allow for hanging or projecting signs to be a minimum of nine feet above finish grade.

c. Awning signage shall be regulated by the signage section of this plan and the chapter 13-2000 of the Green Bay Municipal Code.



LEFT: Example of building awnings



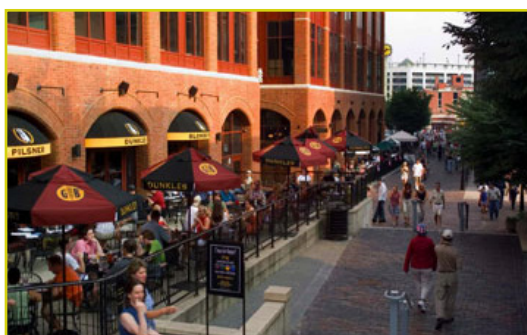
LEFT: Example of building awnings



LEFT: Example of covered building promenade



LEFT: Example of pedestrian streetscape amenities



LEFT: Example of a quality pedestrian-scale environment

4.9.3: Building Massing, Scale, and Transitions

Goal:

Develop and maintain quality buildings that respect the pedestrian-scale environment.

Guiding Principles:

- Respect pedestrian-scale environment through the use of material, massing, and wall articulation.
- Use consistent window and wall articulation patterns to break up large walls adjacent to the public spaces.
- Utilize mid-scale buildings to step back upper floors and reduce the visual impact of buildings from the street.
- Maximize view sheds to Lambeau Field and Downtown Green Bay.

Figure 4.9.3 Building Massing, Scale, and Transitions Examples

RIGHT; Example of industrial chic building design



RIGHT; Example of internal plaza spaces with proper scaling, passive lighting, and quality building design



RIGHT; Example of proper step-down scaling, building articulation, transition architecture from the industrial architectural styles



Recommended Design Standards:

1. Building height and massing should be loosely defined by those listed in Map 3.3 of this plan.
2. Mixed-use, multi-family residential, and hotel uses are encouraged to position buildings that create view sheds and encourage density.
3. Building height along Lombardi Avenue shall be limited to seven stories with a minimum of two stories. All other areas shall be regulated by the height standards in the Downtown One (D1) zoning district.
4. Garage doors, drives, and parking shall be located on the side or rear of structures.
5. Buildings greater than three stories must establish a clear distinction between the ground floor (base) and upper levels. The top floor must be accentuated with a cornice or other architectural elements.

4.9.4: Landscaping, Screening, and On-Site Features

Goal:

Develop and maintain quality site landscaped areas that are integrated with the site design, building architecture, and the District theme.

Guiding Principles:

- Create and add interest to public and private open spaces.
- Balance landscape design throughout the site and District.
- Direct planting design to pedestrian amenities (plazas, sidewalks, etc.)
- Screen parking lots, services areas, and other accessory uses that detract from the overall site aesthetics.

Recommended Design Standards:

1. A landscape architect shall prepare a landscaping plan as part of the site plan review process.

2. Where a portion of a property abutting the sidewalk does not include a plaza or building, then a street planting yard must be provided in accordance with site landscaping standards from Chapter 13-1800 of the Green Bay Municipal Code. Similar materials shall be used to construct fencing along the remaining block face, similar to the Old Main Street District.

3. Private patios and greenspaces should be integrated into the site and building design as an extension of the internal space.

4. Mechanical, service equipment, and other facilities shall be located away from principal pedestrian routes. Where such site amenities are located adjacent or are visible from a right-of-way, the amenities shall be screened as part of the landscape plan or integrated into the architecture of the principle structure.

5. Planting species shall be located based on the site position, and species shall be appropriate based on the amount of anticipated sunlight, water, and ground coverings.

6. Planting materials shall be native to the region so they can adapt to the changing seasons.

7. The parking lot and site landscaping standards shall be consistent with Chapter 13-1800 of the Green Bay Municipal Code.

8. Existing parking lots abutting the public

Figure 4.9.4 Landscaping, Screening, and On-Site Features Examples



LEFT: Example of private, open space that extends the interior of the business to the outside



LEFT: Example of urban residential use positioned near the street and with site-appropriate landscaping

street should be redeveloped with a common District screening wall until such time as the entire site or property is redesigned.

9. Front Yard Plantings

a. Where the building does not abut the front lot line but is less than 5 feet from the lot line, there shall be a minimum of 20% of the setback area landscaped with plantings identified in the required landscape plan. The remainder of the front setback area shall be hardscaped and supplemented with additional pedestrian amenities.

b. Buildings positioned between five feet and the maximum 15 feet setback shall have a minimum of 40% of the setback area landscaped with plantings identified in the landscape plan. The remainder of the front setback area shall be hardscaped and supplemented with additional pedestrian amenities.

10. Plantings within the side yard: Where buildings or plazas do not abut the side lot line, a five foot planting area shall be provided for at least 75% of the side yard.

11. Plantings within the rear yard: Where ground floor rear yard setbacks are utilized, a five foot planting area shall be provided for at least 75% of the side yard.

12. A minimum of one 36" box tree shall be planted with a mature height of 30 feet, and a mature canopy of 20 feet shall be planted for each 1,000 sq ft of on-site open space.

13. Ground-related open space shall be connected to the public pedestrian network to encourage walkability.

14. Above-grade or open-air spaces are encouraged, but shall not be substituted for coverage requirements unless it is a certified and installed green roof.

15. Tree and light standard placement need to be coordinated to assure trees do not block proper illumination. If possible, place lights midway between trees to avoid conflicts.

16. Bike racks should be positioned adjacent to entryways, but should not impede pedestrian pathways or routes.

17. Development proposals must also comply with all other site and landscaping standards from Chapter 13 of the Green Bay Municipal Code that are not detailed in this chapter.

RIGHT: Example of private, open space integrated into the greater building design, but still positioned adjacent to the public right-of-way.



RIGHT: Example nonstandard industrial bike rack.



4.9.5: Public Open Space

Goal:

Encourage and continue the creation of a District that is pedestrian focused, that enhances quality of life for users, and stresses the importance of an active and vibrant urban streetscape.

Guiding Principles:

- Utilize existing road right-of-ways to create pedestrian-focused environments.
- Capitalize on private, open space to create a network of unique spaces and places.
- Capitalize on private Walk of Legends development and incorporate the path into the greater landscape design.
- Create safe and accommodating spaces for pedestrians and bicyclists.

Recommended Design Standards:

1. Public amenities listed in 4.9.1, such as benches, transit stops, lighting, planters, trash cans, and ground surface treatments should be part of a complete landscape treatment plan complementary to the architectural design and district theme. The complementary design theme images are provided within this section.

2. Sites that contain Walk of Legends Monuments shall accentuate the position to encourage people to use the space. If an existing monument position impedes the redevelopment of a viable site, then the applicant/developer shall work with the owner to secure a new position within the immediate area.

3. Publicly controlled open space shall be designed and developed in a means complementary with the district theme.

4. Pedestrian-scale traditional street lights should be installed in the sidewalk terrace in the pedestrian-oriented node of Lombardi Avenue and Tony Canadeo Run.

5. The common stormwater facilities shall be designed or adapted to include amenities complementary with the District theme.



ABOVE: Sidewalks with terraced areas for areas off main roads.

Figure 4.9.5 Public Open Space Examples



ABOVE: Pedestrian-scale traditional pedestal lighting.

LEFT: Existing Walk of Legends monuments.



LEFT: Example of public plaza with art positioned between buildings.



FAR-LEFT: Example of natural terrace planting on less traveled streets.



LEFT: Example of active sidewalks and terraces for pedestrian-focused streets.

4.9.6: Parking, Service Areas, and Stormwater

Goal:

Promote pedestrian-enhanced, on-site or on-street parking design that limits the visual impact of surface parking while prioritizing safety, activity, and visual aesthetics.

Guiding Principles:

- Utilize existing on-street parking to the extent feasible.
- Accommodate alternate modes of transportation, such as transit, walking, and biking.
- Utilize shared parking agreement and parking maximums to discourage over-parking of the District.
- Surface lots should be reduced or minimized to blend with the surroundings.

Recommended Design Standards:

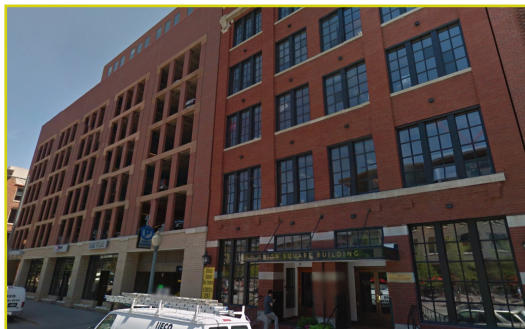
1. Developer shall submit a parking plan as required by 13-1711 of the Green Bay Municipal Code.
2. All new surface parking shall be located either underground or to the side or rear of buildings. Underground parking is highly recommended and should be explored before including surface parking.
3. All surface parking lots must provide safe pedestrian connections that are differentiated from vehicular uses.
4. Parking Maximums:
 - a. Multi-family residential: As described in Table 17-2 of the Green Bay Municipal Code
 - b. Hotel: As described in Table 17-2 of the Green Bay Municipal Code
 - c. Retail: 1 space per 500 GFA or as determined by Zoning Administrator
 - d. Office/Commercial: 1 space per 500 GFA or as determined by Zoning Administrator
 - e. Restaurant: 1 space per 200 GFA or as determined by Zoning Administrator
 - f. Multi-family properties that do not utilize the maximum parking requirements are encouraged to offer the unused lots as part of a shared parking program.
5. Surface parking should be designed to be unobtrusive and have minimal impact on the scale and character of the District. Surface parking shall not be located adjacent to intersections.

Figure 4.9.6 Parking, Service Areas, and Stormwater Examples

RIGHT: Example of structured parking that reflects the surrounding building character



RIGHT: Example of structured parking that reflects the surrounding building character



6. Structured parking should be designed to be unobtrusive and have minimal impact on the scale and character of the District. The structure shall be located below or partially below grade. Remaining above-grade structured parking adjacent to the street shall be wrapped and architecturally treated to blend with the surroundings and encouraged to incorporate first floor retail or commercial uses.

7. Existing development with parking in front should be enhanced with interior landscaping, walkways, and a landscape buffer (possibly including decorative fencing and walls) to screen the parking from the sidewalk and street.

a. Fences and railings should be a minimum of 30 inches and a maximum of 42 inches in height. Fencing and railings shall be a minimum of 70 percent open.

b. Solid walls shall be a minimum of 18 inches and a maximum of 32 inches in height. Hedges shall be no less than 80 percent open in the winter months and no more than 32 inches in height.

8. Customer parking and pedestrian areas should be separated from service and loading areas.

9. Screening is required for ground-level utility meters, mechanical equipment, refuse areas, and other potentially unattractive or unsafe features.

10. Stormwater facilities should be incorporated into the design of the site. For example, bioretention areas, rain gardens and basins should be aesthetically pleasing and include decorative elements.

11. Development proposals must also comply with all other site and landscaping standards from Chapter 13 of the Green Bay Municipal Code that are not detailed in this chapter.



LEFT: Example of structured parking that reflects the surrounding building character



LEFT: Example of how existing parking areas could be renovated



LEFT: Example of how side and rear parking areas should accommodate pedestrians and bicyclists

4.9.7: Business, Wayfinding, and Gateway Signage

Goal:

Create and implement signage standards that complement the architectural character of the district.

Business Signage Guiding Principles:

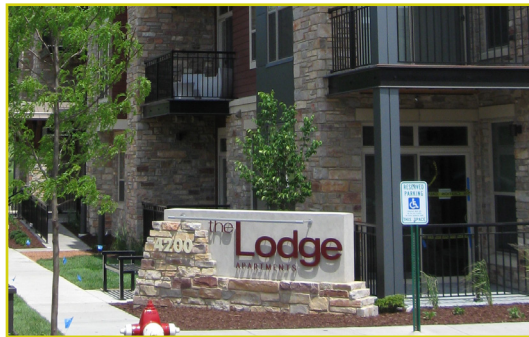
Develop integrated and aesthetically pleasing building signage.

Figure 4.9.7 Business, Wayfinding, and Gateway Signage Examples

RIGHT: Example of common building monument industrial chic signage



RIGHT: Example of a mix of industrial and natural monument signage with base lighting



RIGHT: Example of individual building signage that is pedestrian focused with wall-mounted lighting



RIGHT: Example of individual building signage that is pedestrian-focused with wall-mounted lighting



FAR RIGHT: Example of industrial-styled painted building signage

Recommended Business Signage Design Standards:

Recommended Design Standards:

1. Signage should be integrated as an architectural element with attention given to the color, materials, scale, and orientation of all proposed signs in relation to the overall design of the building and to each other, as well as complying with the sign regulations specified in Table 20-1 of Chapter 13-2000 of the Green Bay Municipal Code, except that the following signs are prohibited in the District.

a. Plastic box signs

b. Pole/pylon signs

2. Preferred lighting: The following is a list of preferred lighting for exterior business signage.

a. Mounted, backlit letters

b. Building-mounted letters, with up or down lighting

3. Individual business signage should preferably be mounted on the building façade or located on awnings above the primary business entrance.



Wayfinding Signage Guiding Principles:

- Create aesthetically pleasing and easy-to-understand wayfinding and District signage that is complementary to the overall District design.
- Direct people to and from the surrounding neighborhoods, Downtown Green Bay, and the surrounding entertainment uses.

Recommended Wayfinding Signage Design Standards:

1. Regulatory signage should reinforce District theme through repetition of the brand, choice of materials, and consistent naming of districts.
2. Signage style should coordinate with lighting and pedestrian amenities.
3. Use pedestrian-oriented signage that can be read easily while on foot.
4. Ensure that wayfinding signage includes both roadway signage for vehicular traffic as well as signage directed toward pedestrian viewpoints. Signage should be streamlined to minimize clutter and improve message clarity.
5. Wayfinding signage should be consistently visible yet, not compete with regulatory or storefront signage. Signage should be consistent and coordinated among public, private, and non-profit entities.
6. Multiple destinations listed per sign are encouraged, including up to four messages, with more detailed interpretive signage reserved for public spaces.
7. Signage shall comply with MUTCD Section 2D.50, Community Wayfinding Signs.



LEFT: Examples of thematic wayfinding signage at heavily traveled intersections



LEFT: Example of thematic wayfinding signage at heavily traveled intersections



LEFT: Example of simple wayfinding signage located throughout the District



LEFT: Example of simple wayfinding signage located throughout the District. (Wayfinding elements would be located on the horizontal elements.)

RIGHT: Example of industrial gateway signage



RIGHT: Example of industrial gateway signage



RIGHT: Example of industrial gateway signage



BOTTOM: Example of less prominent industrial gateway signage



Recommended Gateway Signage Guiding Principles:

Create inviting gateway entry signage to attract tourists, residents, and other visitors.

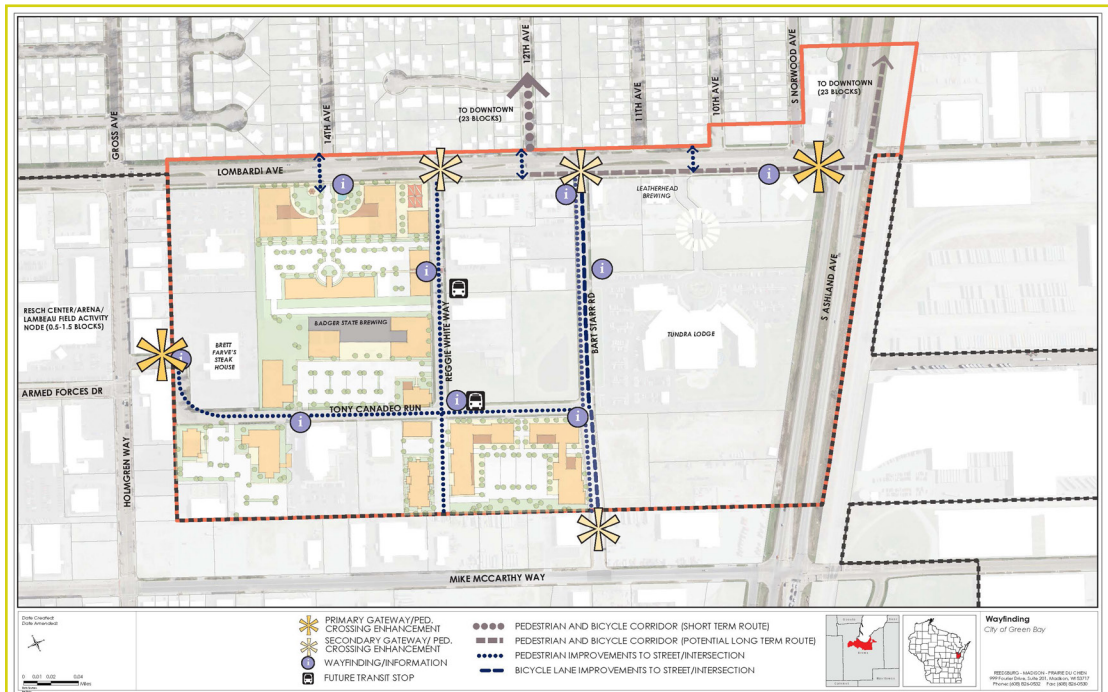
Recommended Gateway Signage Design Standards:

1. Signage should be placed at the designated intersections as illustrated on Map 4.1.

2. Signage should be complementary to the architectural standards and wayfinding signage in the District.

Wayfinding can be defined as the planning and communication of information throughout a built or dimensional environment. When done properly, wayfinding enables each person to form a mental map of a site, and/or navigate an environment through the use of a comprehensive, systematic, cohesive, and visually unified graphic system.

Map 4.3 Wayfinding Signage Locations



GENERAL ORDINANCE NO. 16-19

**AN ORDINANCE
AMENDING SECTION 13-509,
GREEN BAY MUNICIPAL CODE
PERMITTED SETBACK ENCROACHMENTS
(TA 19-03)**

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

SECTION 1. Section 13-509, Green Bay Municipal Code, is amended as follows:

13-509 Permitted setback encroachments

(12) Ramps that provide access to a principal building compliant with ADA requirements.

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 thereon as provided by Section 13-204, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin this _____ day of _____, 2019.

APPROVED:

Mayor

ATTEST:

Clerk