



AGENDA OF THE COMMON COUNCIL

TUESDAY, MARCH 2, 2021, 6:00 PM
Virtual Meeting. Public may join via Zoom.

A. Zoom Meeting Information.

- I. This item contains information and instructions for the Zoom virtual meeting.

B. Roll Call.

C. Pledge of Allegiance.

D. Invocation.

- I. The invocation will be led by Alder Randy Scannell, District 7.

E. Approval of Minutes.

- I. Approval of the minutes from the February 17, 2021 Common Council meeting.

F. Approval of the Agenda.

G. Report by the Mayor.

H. Announcements.

I. Ordinances - Second Reading for Adoption.

- I. Zoning Ordinance No. 2-21
An ordinance rezoning property located at 1500 N. Irwin from General Commercial (C1) District to Highway Commercial (C2) District.
2. Zoning Ordinance No. 03-21
An ordinance rezoning the property located at 2226 Main Street from General Commercial (C1) District to Highway Commercial (C2) District.
3. Miscellaneous Ordinance No. 01-21
An ordinance adopting an amendment to the Smart Growth 2022 Comprehensive Plan of the City of Green Bay pertaining to property located at 215 Elizabeth Street.

J. Report of the Improvement & Services Committee (February 24, 2021).

1. To approve installation of sidewalk and assess any applicable costs on request by residents of the Eaton Heights Subdivision for a sidewalk study on the east side of N. Huron Road from Humboldt Road to the STH 54/57 interchange. (Ald. Dorff)
2. To refer to staff for study the request by area west side residents to install sidewalks on the west side of Green Bay portion of Wood Lane from Hazelwood Lane to Ironwood Drive. Part of the sidewalk costs to the two property owners would be offset from a donation of \$2,500 from resident Paul Secker and a possible grant obtained from the MacArthur Heights Neighborhood Association and work collaboratively with Brown County and/or Ashwaubenon. (Ald. Vander Leest)
3. To approve the request by Largo Ridge Development, LLC to enter into a Developer's Agreement for the construction and public infrastructure to support the Largo Ridge Estates First Addition Subdivision.
4. To approve the request by Department of Public Works to amend the policy on ordering sidewalks replaced.
5. To approve the request by Department of Public Works to award the following construction contracts at a staff level and report the award at the next regular meeting of the Improvement and Services Committee.

A. S. Jackson Street: South City Limits to E. Mason Street

B. S. Jackson Street: E. Mason Street to Bodart Street

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

A. Granting of Licenses

1. Sidewalk Builder

- a. Allied Concrete Construction, Inc.

2. Tree & Brush Trimmer

- a. Best Stump Grinding LLC
- b. Monster Tree Service, Inc.
- c. Z's Tree Services LLC

3. Underground Sprinkler System

- a. RainMaster Irrigation, Inc.

7. To order in the improvements constructed and levy applicable assessments for the following:

ASPHALT PAVEMENT

S. JACKSON STREET – Bodart Street to E. Mason Street

S. JACKSON STREET – E. Mason Street to south City limits

K. Report of the Protection & Policy Committee (February 22, 2021).

1. To bring back in May a request from Alder Chris Wery, District 8, that the Green Bay Common Council be comprised of fifteen members and to implement with the current (2020) census redistricting.
2. To hold until second meeting of May 2021 a request from Alder Chris Wery, District 8, to discuss the 2020 Census as it relates to redistricting City Aldermanic Districts for 2022. Include a timeline and process for study, proposals and implementation.
3. To receive and place on file a request from Alder Scannell to create a consent agenda for the Green Bay Common Council meetings.
4. To receive and place on file the Liquor Violation Report for February 22, 2021.

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

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

M. Report of the Plan Commission (February 22, 2021).

1. To refer to staff the request from Ald. Chris Wery, District 8, that the property at 1022 Ridge Road, operating as Darjune Recovery House, be required to apply for a conditional use permit. This would be in accordance with Green Bay Municipal Code § 13.602 and 13.1603.
2. To amend the Official Map for Greenway uses along Erie Road (Parcel 21-40-6), the property known as The Woods, submitted by Joel Ehrfurth, Mach IV Engineering (Ald. B. Dorff, District 1).
3. To approve the Downtown Green Bay Inc. (DGBI) Business Improvement District's (BID) year end reporting for 2019 and 2020.
4. To approve the Military Avenue Business Improvement District's (BID) year end reporting for 2019 and 2020.
5. To approve the Olde Main Street Business Improvement District's (BID) year end reporting for 2019 and 2020.
6. To approve the On Broadway, Inc. (OBI) Business Improvement District's (BID) year end reporting for 2019 and 2020.

N. Report of the Finance Committee (February 23, 2021).

1. To approve a request from the City Assessor's office to cancel certain personal property taxes. Resolution to cancel \$2,607.65.
2. To approve a request by the City Treasurer to review a resolution updating financial institutions the City does business with.
3. To approve the Cooperative Governance Agreement and the Law Enforcement Response and Mutual Assistance Agreement between the Oneida Nation and the City of Green Bay (item was held from the 2021-02-17 Common Council meeting and referred to the 2021-03-02 Common Council meeting).

The Committee 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 Committee will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

O. Report of the Park Committee (February 24, 2021).

1. To approve the purchase of (22) EloPOS (Point of Sale) computers for a total cost of \$30,615 from CDW-G for Bay Beach Amusement Park and the three public pools.
2. To approve the request by Wisconsin Public Service for a utility easement to accommodate a gas vault in Seymour Park.
3. To receive and place on file the recommended staff timeline for public input for the replanting of the Perkins Park wooded area.
4. To receive and place on file the staff update on fat tire biking at He-Nis-Ra Park.

P. Report of the Personnel Committee (February 23, 2021).

1. To approve the request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
 - a. Parking Maintenance Technician (PMT) - Public Works
2. To hold until the April 13, 2021 Personnel Committee meeting discussion and evaluation of the expiration date for the City's Policy on COVID-19 Paid Sick Leave for each employee group as the COVID-19 vaccine becomes available to City employees.

Q. Report of the Public Arts Commission (February 24, 2021).

1. To approve updating the program guidelines for the Rotating Arts Program to include Neighborhood Association notification of GBPAC art selection meetings.
2. To approve the revival and update of the Rotating Art Program.

R. Report of the Traffic, Bicycle, and Pedestrian Commission (February 15, 2021).

- I. To approve the recommendation of staff to install SPEED LIMIT 25 signs on Newberry Avenue at:
 - (a) eastbound between Henry Street and Schober Street,
 - (b) eastbound between Huth Street and Jacob Street,
 - (c) westbound between Reimer Street and Huth Street, and
 - (d) westbound between Henry Street and De Leers Street.

S. Report of the Economic Development Authority (February 18, 2021).

- I. To appoint Neil Stechschulte as Secretary of the Economic Development Authority.
2. To approve the Shipyard Corridor Brownfields Study and Redevelopment Guide.

T. Resolutions.

1. Resolution authorizing cancellation of 2020 personal property taxes.
2. Resolution designating public depositories and authorizing withdrawal of City moneys.
3. Resolution to accept sidewalks and issue assessments.
4. Resolution accepting streets for concrete pavement, asphalt pavement or asphalt resurfacing.
5. Resolution accepting streets for water main and services.
6. Resolution accepting streets for sanitary sewers and storm sewers.
7. Resolution accepting streets for concrete pavement, asphalt pavement or asphalt resurfacing.
8. Resolution accepting streets for sanitary sewers and storm sewers.
9. Resolution accepting streets for water main and services.
10. Final resolution authorizing asphalt pavement improvements and levying special assessments.
11. Resolution to Value and Protect Local Waters.
12. Resolution authorizing and providing for the sale and issuance of \$7,060,000 Water System Revenue Bonds, Series 2021 and all related details.
13. Resolution Authorizing Location of Polling Places and Assignment of Wards.

U. Ordinances - First Reading.

- I. Planning Ordinance No. 01-21
An ordinance amending the Official Map of the City of Green Bay to revise the Greenway Boundaries along Erie Road.

V. Referral of Petitions & Communications.

W. Adjournment.

- 1) **SUPPLEMENTAL INFORMATION:** The Video of this meeting, Agenda, Agenda Packet, and Minutes are available online at www.greenbaywi.gov/Meetings.
- 2) **ACCESSIBILITY:** Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
- 3) **QUORUM:** Please take notice that a majority or quorum of the Common Council will attend this committee meeting and will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.
- 4) **REPRESENTATION:** The party requesting the communication, or their representative, should be present at this meeting.

Virtual Meeting Instructions



Common Council March 2, 2021

Zoom Meeting Information

Join Zoom Meeting

<https://us02web.zoom.us/j/86211343077>

Meeting ID: 862 1134 3077

Passcode: 889920

One tap mobile

+13017158592,,86211343077#,,,,*889920# US (Washington DC)

+13126266799,,86211343077#,,,,*889920# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 862 1134 3077

Passcode: 889920

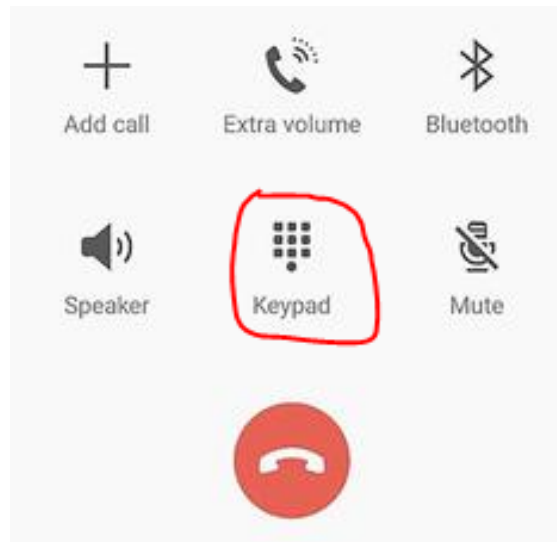
Find your local number: <https://us02web.zoom.us/j/86211343077>

Additional Information

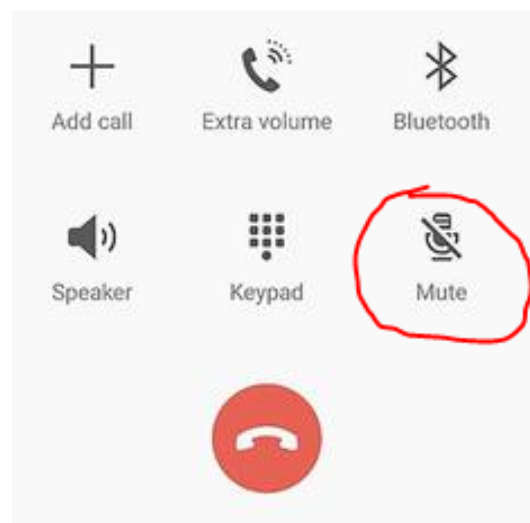
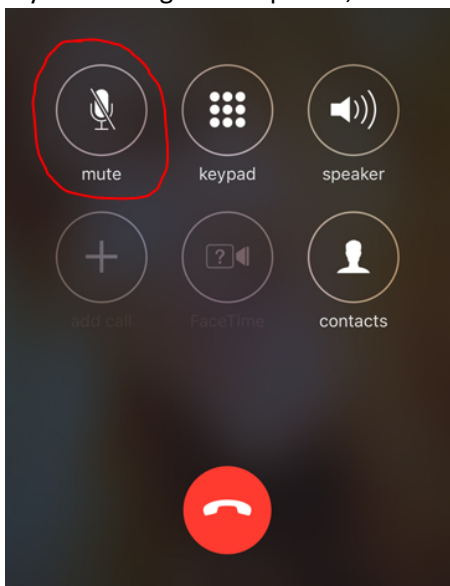
1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must give their name and address
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order*
2. All zoom meetings will have a password in the instructions. Please enter when prompted.
3. Please log into the Zoom meeting 10 minutes before the meeting starts to ensure proper technology is working.
 - a. If you are a Board Member, please log into [CivicClerk](#) with a computer, laptop, or tablet device.
4. Once you are in the meeting please mute yourselves.
 - a. You may unmute yourself when you are called upon to speak.
5. Waiting room
 - a. When you call in, all callers/participants will be placed in a “waiting room.”
 - b. Persons on the agenda will be admitted to the meeting, and then once the item is concluded, the host will permanently mute you from the meeting (you can still hear the meeting).
6. Using Zoom with a tablet or computer
 - a. Tablet—you will be asked to sign in. Download the app either with the Apple Store or the Play Store
 - b. Computer—you will be asked to sign in. You may download the app or click on the link to open Zoom in your browser.
7. Registering
 - a. The host may ask you to register for the meeting. A registration link will be sent to you along with the invite. You’ll receive another email confirming that you’re registered for the meeting.
 - b. If you’re using a phone, your registration will still be tied to an email.
8. Raising your hand
 - a. Committee members—you can either use CivicClerk and request to speak or you can “raise your hand” in the zoom meeting (you’d need to use a computer or tablet) to let the host know you’d like to speak. You can also un-mute yourselves and start speaking.
 - b. Persons on the agenda—you can “raise your hand” but you’d need to use a computer. You will be allowed to speak, per Wisconsin Open Meetings Rules, once the committee has “opened the floor for interested parties to speak.” Once the committee is finished with your agenda item, the host will mute you permanently, unless the committee opens the floor again.
9. What devices should I use?
 - a. Smart phone (please see more detailed instructions on page 3)
 - b. Land line
 - c. Tablet—well in advance of the meeting, please download the Zoom Meeting app before you join a meeting by using either the Apple Store or the Play Store. You will be asked to input your name, thus identifying you for the meeting. You’ll also be asked to verify your email.
 - d. Computer—well in advance of the meeting, please download the Zoom Meeting app, but you can also click on a link to open the Zoom Meeting in your browser. You will be asked to input your name, thus identifying you for the meeting.
 - e. For tablet and computer users—if you download the app you will be asked to verify your email.
10. Zoom etiquette
 - a. Muting yourselves when you’re not talking will prevent your background noise from interfering with others’ ability to listen to and participate in the meeting.
 - b. If you’re using a telephone, please identify yourself with your phone number and name before you speak. Zoom meeting hosts can see only your telephone number and will ask you to identify yourselves.
11. Closed session
 - a. Persons in the Zoom meeting will be put into a waiting room while the committee meets in Closed Session. Participants will be admitted back into the Zoom meeting once the committee reconvenes in Open Session.
 - b. Persons watching live on YouTube will see a gray screen with the City logo during closed session.
12. Persons interested in attending anonymously or listening to the meeting may call in by dialing *67 followed by the phone number above.

Calling into the Zoom meeting using a smartphone

1. Dial the phone number listed at the beginning of this document.
2. When prompted, enter the Meeting ID number followed by #
 - a. If you're using a smartphone, you can access the keypad by clicking "Keypad" on your screen



3. Once you are in the meeting, notify the meeting host that you are in and state your name.
4. If you do not need to talk, please make sure your phone is on **Mute**
 - a. If you're using a smartphone, look at your screen and click the Mute button



- b. If you're using a computer, you should see a Mute button in the Zoom application



ZONING ORDINANCE NO. 02-21

**AN ORDINANCE REZONING PROPERTY LOCATED
AT 1500 N IRWIN FROM GENERAL COMMERCIAL (C1) DISTRICT TO
HIGHWAY COMMERCIAL (C2) DISTRICT
(ZP 20-37)**

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 described property located at 1500 N Irwin Avenue from General Commercial (C1) to Highway Commercial (C2) District:

DESCRIPTION OF PARCEL 21-1688
(1500 N. IRWIN AVENUE)

All of Lots Twenty-Four (24), Twenty-Five (25) and Twenty-Six (26), Block Eighty-Two (82), according to the recorded Plat of Eastman's Addition, in the City of Green Bay, Brown County, Wisconsin

Tax Parcel 21-1688

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 _____, 2021.

APPROVED:

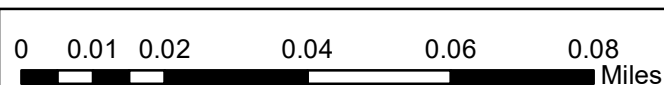
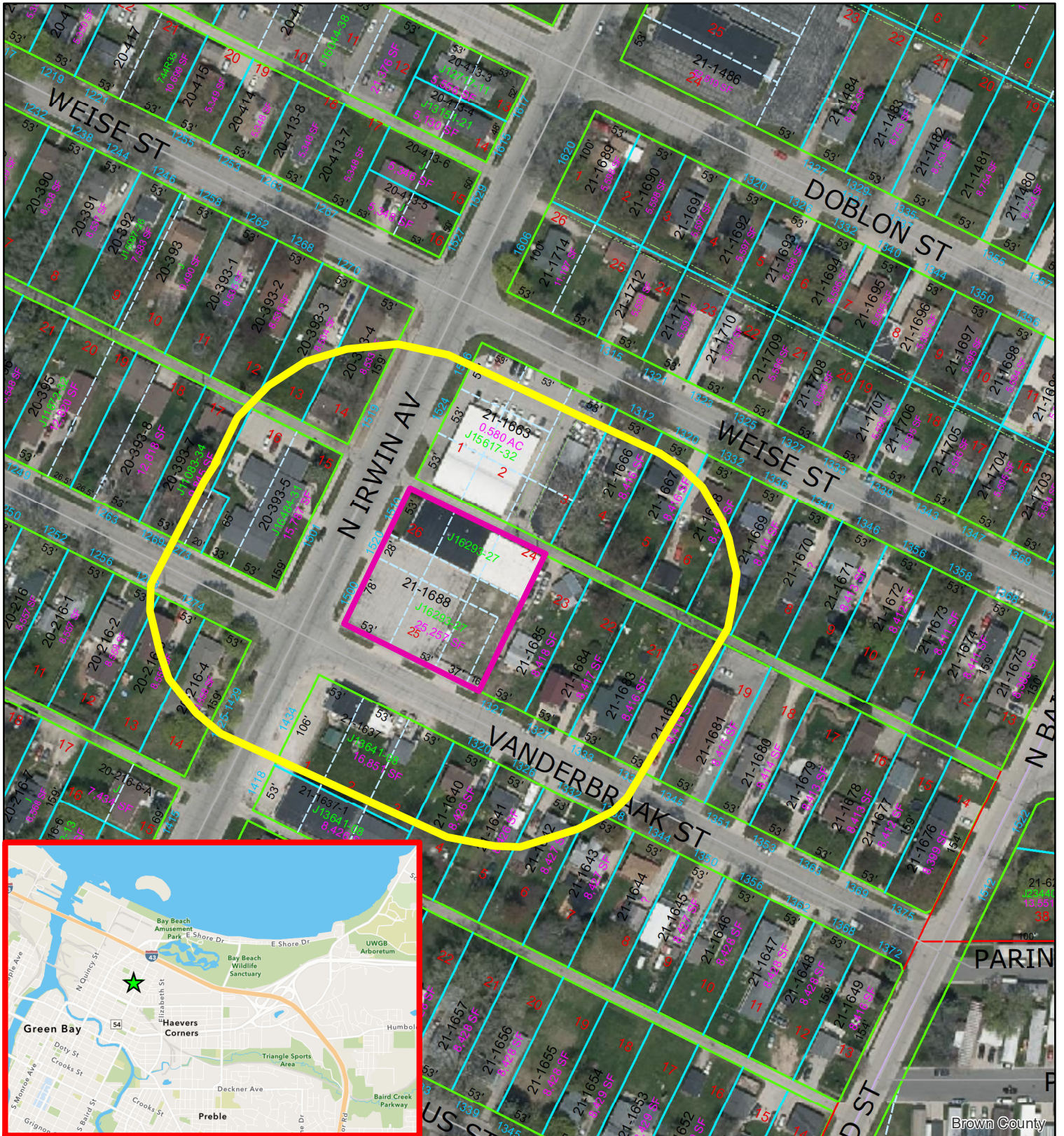
Mayor

ATTEST:

Clerk

ms
Attachment – Map

1500 N Irwin Avenue



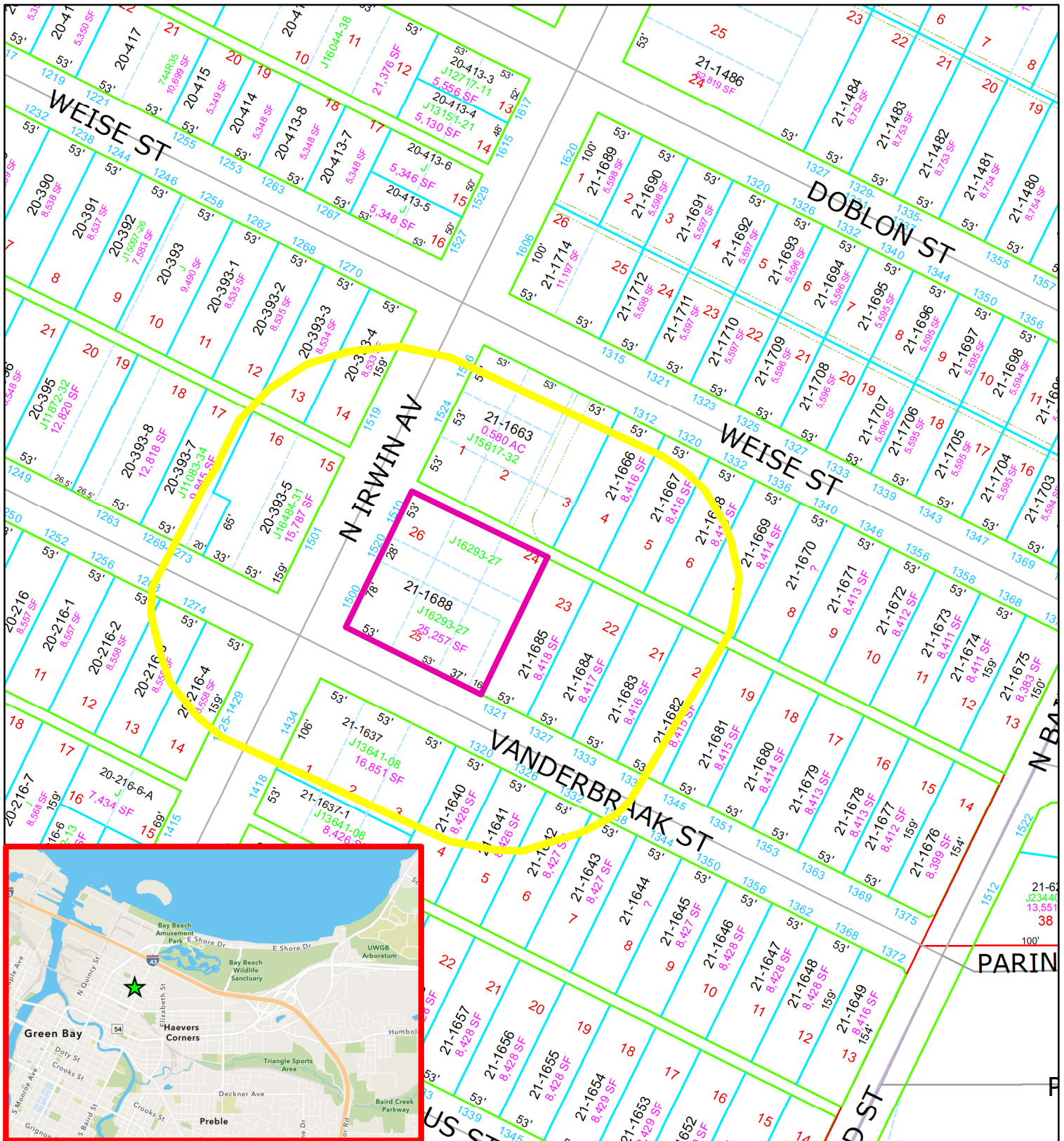
- ★ Subject Parcel 21-1688
- Subject Area
- 200' Property Owner Notice

Zoning Petition (ZP 20-37) Proposed Rezoning 1500 N Irwin Avenue

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



1500 N Irwin Avenue



0 0.01 0.02 0.04 0.06 0.08 Miles

- ★ Subject Parcel 21-1688
- Subject Area
- 200' Property Owner Notice

Zoning Petition (ZP 20-37) Proposed Rezoning 1500 N Irwin Avenue

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For Official Notice:

**Public Notification
Proposed Rezoning
1500 N Irwin Ave
(ZP 20-37)**

The Green Bay Plan Commission will hold a public hearing on **Monday, February 8, 2021**, at 6:00 p.m. The meeting will be conducted at a virtual location. If you wish to participate in the Public Hearing, you may access the meeting by the internet or telephone, using the access code below.

Join Zoom Meeting

<https://us02web.zoom.us/j/84137675822?pwd=L2EyVlpDSiZGZlFjcmlpWnZlOEVnUT09>

Meeting ID: 841 3767 5822

Password: 483400

One tap mobile

+1 312 626 6799,,841 3767 5822# US (Chicago)

+1 646 876 9923,,841 3767 5822# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

Find your local number: <https://us02web.zoom.us/j/84137675822?pwd=L2EyVlpDSiZGZlFjcmlpWnZlOEVnUT09>

The hearing is regarding the following:

(ZP 20-37) Public Hearing on the request to rezone 1500 North Irwin Avenue from General Commercial (C1) to Highway Commercial (C2), submitted by Rocco Canadeo, property owner. (Ald. K. Lefebvre, District 6).

Public comments will be invited at the public hearing or can be sent in writing to:

City of Green Bay

Department of Community and Economic Development

Attn: Madison Smith

100 N. Jefferson St., Rm. 608

Green Bay, WI 54301

For additional information, contact Madison Smith at (920) 448-3407 or madison.smith@greenbaywi.gov.

Publication Dates: January 25, 2021 and February 1, 2021

ZONING ORDINANCE NO. 03-21

**AN ORDINANCE REZONING THE PROPERTY
LOCATED AT 2226 MAIN STREET FROM GENERAL COMMERCIAL (C1)
DISTRICT TO HIGHWAY COMMERCIAL (C2) DISTRICT
(ZP 20-39)**

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 described property located at 2226 Main Street from General Commercial (C1) District to Highway Commercial (C2) District:

28,481 SQ FT LOT 2 OF 9 CSM 55 BNG PART OF LOT 28 ASTOR
SUBD OF PC 3-7 ESFR

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 _____, 2021.

APPROVED:

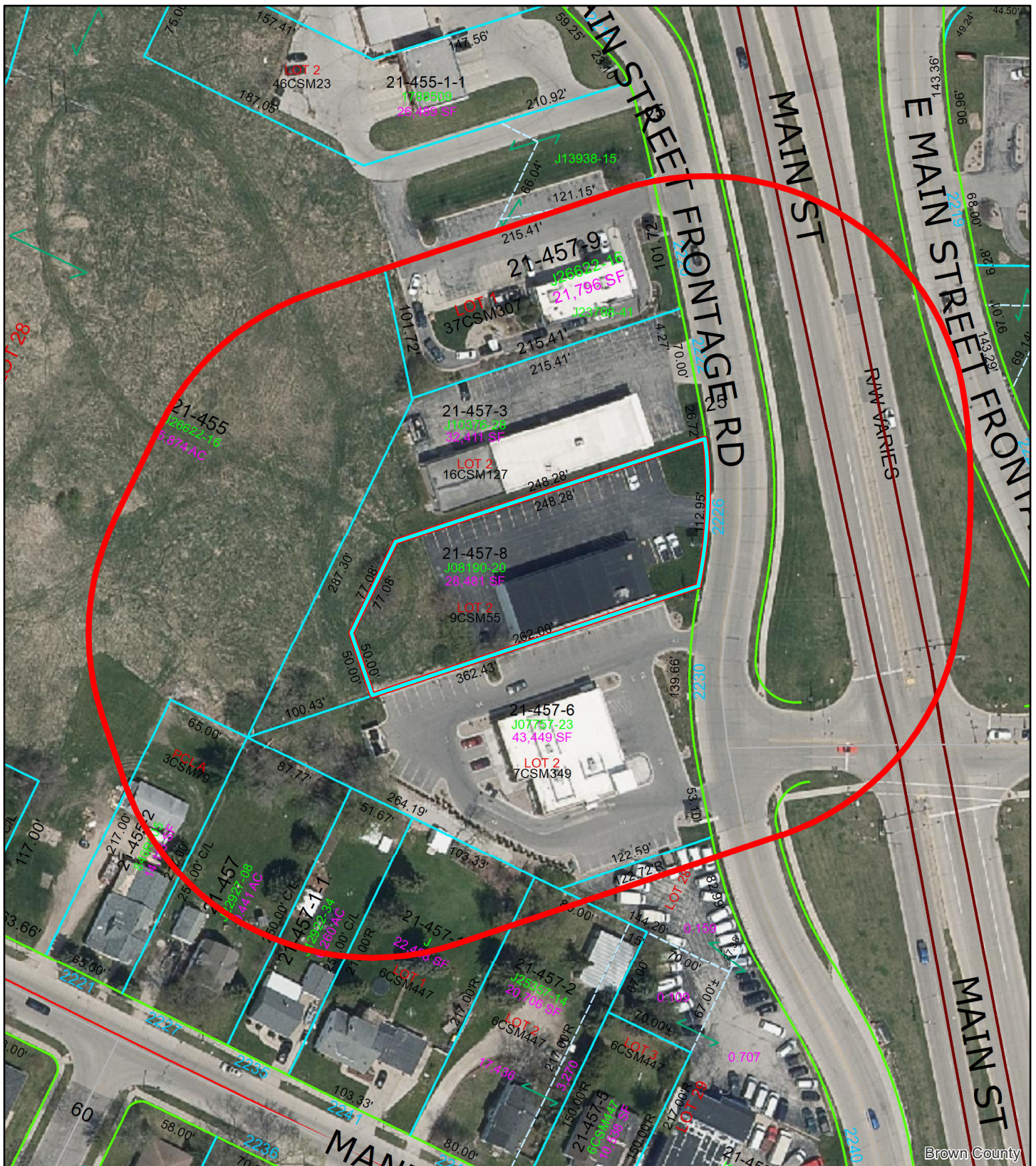
Mayor

ATTEST:

Clerk

sjh

Attachment – Map



(ZP 20-39) Rezone from C1 to C2 at 2226 Main Street

0 25 50 100 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 City of Green Bay Department of Community and Economic Development. sjh 25 Jan 2021 X:\Planning\Basemaps\template_8.5x11.mxd

 Subject Parcel, 2226 Main Street

 200' Notification Area

For Official Notice:

**Public Notification
Proposed Rezoning
2226 Main Street
(ZP 20-39)**

The Green Bay Plan Commission will hold a public hearing on **Monday, February 8, 2021**, at 6:00 p.m. The meeting will be conducted at a virtual location. If you wish to participate in a Public Hearing, you may access the meeting by the internet or telephone, using the access code below.

Join Zoom Meeting

<https://us02web.zoom.us/j/84137675822?pwd=L2EyVlpDSiZGZlFjcmlpWnZlOEVnUT09>

Meeting ID: 841 3767 5822

Passcode: 483400

One tap mobile

+1 312 626 6799,,84137675822# US (Chicago)

+1 646 876 9923,,84137675822# US (New York)

Dial by your Location:

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

Find your local number: <https://us02web.zoom.us/j/84137675822?pwd=L2EyVlpDSiZGZlFjcmlpWnZlOEVnUT09>

The hearing is regarding the following:

(ZP 20-39) Consideration and possible action on the request to rezone 2226 Main Street from General Commercial (C1) to Highway Commercial (C2), submitted by Doug Reiser, on behalf of Enterprise Rent-A-Car Company of Wisconsin, applicant, LLC. (Ald. L. Gerlach, District 3)

Public comments will be invited at the public hearing or can be sent in writing to:

City of Green Bay
Department of Community and Economic Development
Attn: Stephanie Hummel
100 N. Jefferson St., Rm. 608
Green Bay, WI 54301

For additional information, contact Stephanie Hummel at (920) 448-3424 or Stephanie.Hummel@greenbaywi.gov.

Publication Dates: January 25, 2021 and February 1, 2021

MISCELLANEOUS ORDINANCE NO. 01-21

**AN ORDINANCE
ADOPTING AN AMENDMENT TO THE
SMART GROWTH 2022 COMPREHENSIVE PLAN OF THE CITY OF
GREEN BAY PERTAINING TO PROPERTY LOCATED AT
215 ELIZABETH STREET
(CPA 20-01)**

WHEREAS, pursuant to Wis. Stats. §§ 62.23(2) and (3), the City of Green Bay is authorized to prepare, adopt, and amend a comprehensive plan, as defined in Wis. Stats. § 66.1001(4)(a); and

WHEREAS, the Common Council has adopted the Smart Growth 2022 Comprehensive Plan for the purpose of guiding future land-use decision making, but recognizes that from time to time amendments may be necessary to reflect changes in the land use and planning needs of the community; and

WHEREAS, the Common Council of the City of Green Bay has adopted written procedures (known as the Public Participation Plan for Periodic Comprehensive Plan Amendments) designed to foster public participation in every stage of the preparation of periodic comprehensive plan amendments required by Wis. Stats. § 66.1001(4)(a); and

WHEREAS, the Plan Commission of the City of Green Bay, by a majority vote of the entire Commission recorded in its official minutes, has adopted a resolution recommending the Common Council adopt Comprehensive Plan Amendment CPA 20-01; and

WHEREAS, the City of Green Bay has held at least one public hearing on this ordinance in compliance with the requirements of Wis. Stats. § 66.1001(4)(d), and it is the Common Council's belief that this comprehensive plan amendment is necessary and consistent with the overall goals, policies, and other related elements of the plan.

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

SECTION 1. Comprehensive Plan Amendment CPA 20-01 is hereby adopted pursuant to Wis. Stats. § 66.1001(4)(c). A copy of the comprehensive plan amendment is attached to this ordinance.

SECTION 2. This ordinance shall take effect upon its passage and publication.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2021.

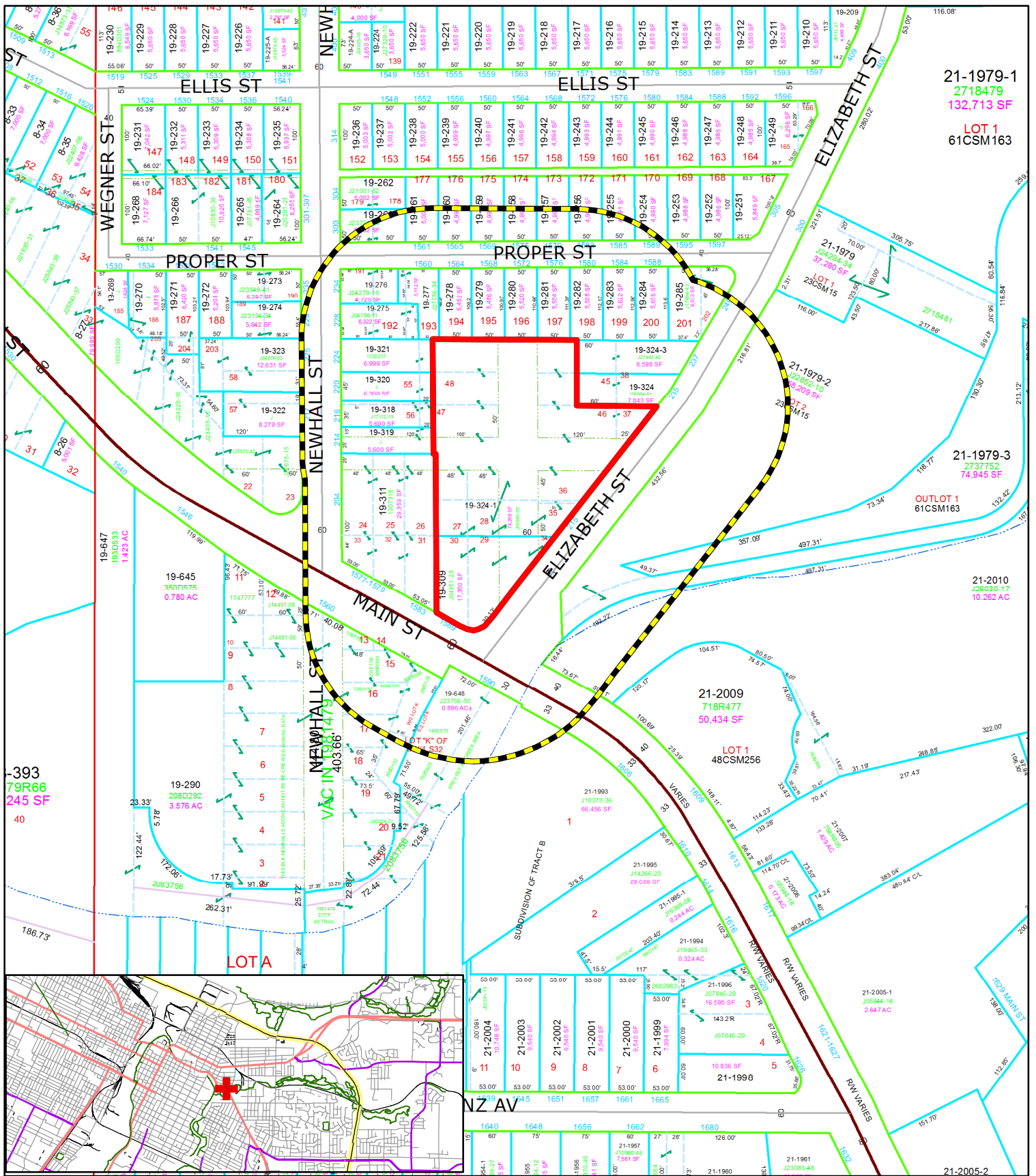
APPROVED:

Mayor

ATTEST:

Clerk

Enclosure – Map



Comprehensive Plan Amendment

(CPA 20-01)

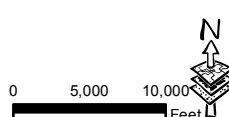
215 Elizabeth Street



Parcel Boundary



200' Property Owner Notice



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For Official Notice:

**Public Notification
Proposed Amendment to the City of Green Bay
Smart Growth 2022 Comprehensive Plan
(CPA 20-01)**

The Green Bay Plan Commission will hold a public hearing on **Monday, August 31, 2020**, at 6:00 p.m. The meeting will be conducted at a virtual location. If you wish to participate in the Public Hearing, you may access the meeting by the internet or telephone, using the access code below.

Join Zoom Meeting

<https://us02web.zoom.us/j/84137675822?pwd=L2EyVlpDSiZGZlFjcmlpWnZlOEVnUT09>

Meeting ID: 841 3767 5822

Password: 483400

One tap mobile

+1 312 626 6799,,84137675822# US (Chicago)

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Dial by your location

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+1 301 715 8592 US (Germantown)

+1 408 638 0968 US (San Jose)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 841 3767 5822

Password: 483400

Find your local number: <https://us02web.zoom.us/j/84137675822?pwd=L2EyVlpDSiZGZlFjcmlpWnZlOEVnUT09>

The hearing is regarding the following proposed amendment to the City of Green Bay Smart Growth 2022 Comprehensive Plan (CPA 20-01): A request to amend the Comprehensive Plan for the property located at 215 Elizabeth Street from Medium Density Retail, Office or Housing (MIROH) to Commercial (C) (Figure 22-5). An image depicting the affected area is available in the office of the Department of Community and Economic Development for the City of Green Bay.

The proposed comprehensive plan amendment would allow for the future rezoning of the property for used car sales.

Public comments will be invited at the public hearing or can be sent in writing to:

City of Green Bay

Department of Community and Economic Development

Attn: Paul Neumeyer

100 N. Jefferson St., Rm. 608

Green Bay, WI 54301

For additional information, contact Paul Neumeyer at (920) 448-3405 or paulne@greenbaywi.gov.

ACCESSIBILITY: Any person wishing to attend who, because of a disability, requires special accommodation 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.

Publication Date: August 21, 2020



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

MEETING DATE

March 2, 2021

PREPARED BY

AGENDA ITEM # J.I

To approve installation of sidewalk and assess any applicable costs on request by residents of the Eaton Heights Subdivision for a sidewalk study on the east side of N. Huron Road from Humboldt Road to the STH 54/57 interchange. (Ald. Dorff)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. M Sidewalk Study 2021 (Humboldt-54-57)djah

MEMORANDUM



Department of Public Works | Traffic Division

To: Improvement and Services (I&S) Committee
Public Works Director Steven Grenier, P.E.

From: Traffic Engineer David J.A. Hansen, P.E., PTOE

Re: **Sidewalk Study**
North Huron Road, Humboldt Road – WIS 54/57 Interchange

Date: Monday, February 15, 2021

This memorandum serves as a response to the motion on Wednesday, September 9, 2020 by the I&S Committee to approve the request by the residents of the Eaton Heights Subdivision for a sidewalk study on the east side of N Huron Road from Humboldt Road to the south WIS 54/57 Interchange (Ald. Dorff – District 1).

This memo will be presented at Wednesday, February 24, 2021 I&S meeting.

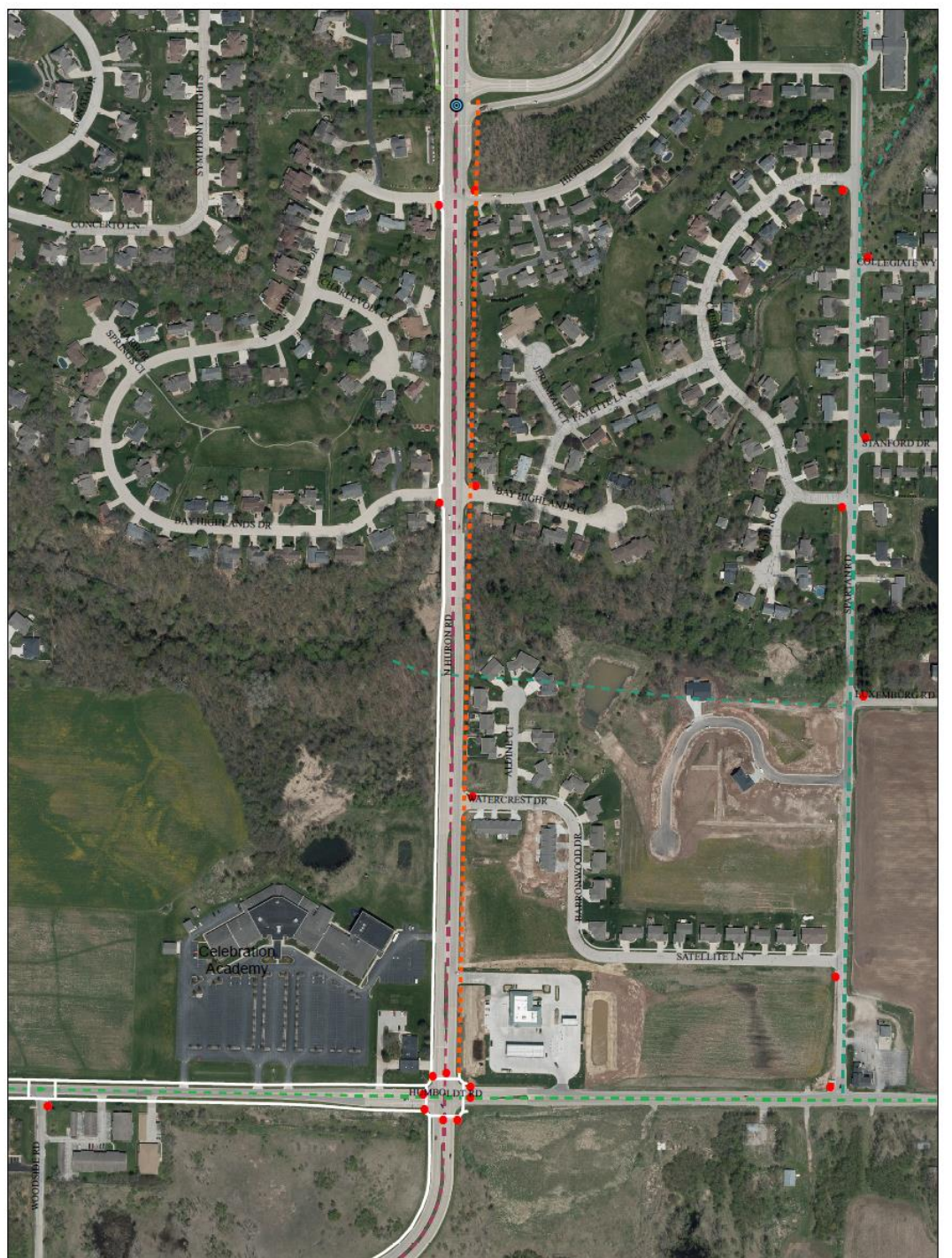
Executive Summary

Recent developments along N Huron Rd have increased vehicular and pedestrian trips within the study corridor. Currently, pedestrians walk on unimproved surfaces on the east side of N Huron Rd, which is not Americans with Disabilities Act (ADA) friendly nor is walking possible in this area under snow conditions. Constructing sidewalk on the east side of the roadway would complement the existing sidewalk on the west side and would enhance neighborhood pedestrian connectivity to the path linking to Gershwin Dr and E Sonata Dr and to other sidewalk networks outside of the study area such as the Humboldt Rd sidewalks. The City's Municipal Code requires roadways such as N Huron Rd to have sidewalks constructed on both sides.

Staff recommends that sidewalk, including any necessary curb ramps at intersections, be installed on the east side of N Huron Rd from Humboldt Rd to the south WIS 54/57 interchange.

See Figure 1 for the existing and proposed pedestrian facilities along N Huron Rd from Humboldt Rd to the WIS 54/57 interchange.

Figure 1 – Existing and Proposed Pedestrian Facilities, N Huron Rd, Humboldt Rd – WIS 54/57



Legend	
	Traffic Signal
	State of Wisconsin
	Stop Sign Location
	Stop Signs
	Sidewalk
	Sidewalk (Existing)
	Sidewalk (Proposed)
	Bicycle Facilities
	Existing, Bicycle Lane
	Proposed, Multi-Use Trail

1 in = 300 ft

Existing Pedestrian Features

Sidewalk and crosswalks exists within the study area at the following locations:

1. N Huron Rd, west side, Humboldt Rd to Leon Bond Dr
 - a. Crosswalk at south interchange with WIS 54/57 (connects to path noted in 3b)
 - b. Crosswalk at Humboldt Rd
2. Bridge between Watercrest Dr and Bay Highlands Dr/Ci, both sides of the structure
3. Connecting streets or paths
 - a. Watercrest Dr, both sides
 - b. Path connecting the west side of N Huron Rd to Gershwin Dr & E Sonata Dr

Existing Traffic Control

Traffic control exists at the following intersections with N Huron Rd:

1. Humboldt Rd, 4-WAY STOP condition
2. Watercrest Dr, 1-WAY STOP condition, Watercrest Dr traffic stops for N Huron Rd traffic
3. Bay Highlands Dr/Ci, 2-WAY STOP condition, Bay Highlands Dr/Ci traffic stops for N Huron Rd traffic
4. Highland Center Dr, 2-WAY STOP condition, Highland Center Dr traffic stops for N Huron Rd traffic
5. WIS 54/57 South (Northbound) Ramp, traffic control signal. Note that the signal does not have any pedestrian accommodations other than a marked crosswalk crossing N Huron Rd. For ADA compliance, pedestrian accommodations such as push button, ped signals, detectable warning fields, and curb ramps would need to be retrofitted. Since the interchange is not under City jurisdiction, WisDOT would need to make future traffic signal improvements.

Past Sidewalk Studies

There are no past sidewalk studies on file. No pedestrian or bike features are recommended within the study area in the Safe Walk & Bike Plan.

Municipal Code

Per Table 7-2 of Section 14-723, Sidewalks/pedestrian corridors, sidewalks are required on both sides of existing arterial streets along residential corridors of all densities. N Huron Rd is classified as a minor arterial. Abutting development is both residential and commercial. See Figure 2.

Figure 2 – Table 7-2 from Municipal Code, Section 14-723

Table 7-2. Sidewalk/Pedestrian Corridor Requirements

Planned Land Use (and Density)	Type of Street	Sidewalk Requirements for New Streets	Sidewalk Requirements for Existing Streets
Commercial and Industrial	All Streets	Both sides.	Both sides.
Residential (All Densities)	Arterial Streets	Both sides.	Both sides.
Single-Family Residential (All Densities)	Collector Streets	Both sides.	Both sides preferred, at least one side required.
Multi-Family Residential (All Densities)	Collector Streets	Both sides.	Both sides.
Residential (More than Four Units per Acre)	Local Streets	Both sides.	Both sides preferred, at least one side required.
Residential (One to Four Units per Acre)	Local Streets	Both sides preferred, at least one side required.	One side preferred, at least a four foot shoulder on both sides required.
Residential (Less than One Unit per Acre)	Local Streets	One side preferred, at least a four foot shoulder on both sides required.	One side preferred, at least a four foot shoulder on both sides required.
Areas within Two Blocks of a School	Local Streets	Both sides.	Both sides preferred, at least one side required.

(Adapted from: *Wisconsin Pedestrian Planning Guidance*, Wisconsin Department of Transportation)

Recent Development

The Eaton Heights subdivision, consisting of Watercrest Dr, Barronwood Dr, Satellite Dr, and Aldine Ct, started construction in 2006. The subdivision build out is currently at about 75%. In the northeast corner of Humboldt-Huron, a Kwik Trip convenience center was built in the fall of 2019 and opened in early 2020. Although the Eaton Heights subdivision is connected via sidewalk to the Kwik Trip property, there is no sidewalk access from Kwik Trip to the crosswalks at the Huron-Humboldt intersection.

Recent developments have generated both vehicle and pedestrian trips in the study area. Eaton Heights residents initially requested a Watercrest Dr crosswalk at N Huron Rd. After review, staff denied the crosswalk request due to its undesirable location relative to existing roadway characteristics such as nearby hills and traffic speeds.

Potential for Sidewalk / Retrofit

N Huron Rd was constructed in 2005. As noted earlier, sidewalk was built only on its west side. However, the roadway was graded on the east side to accommodate future sidewalk installation.

Conclusions

1. Section 14-723, Sidewalks/pedestrian corridors, of the City's Municipal Code requires roadways such as N Huron Rd to have sidewalks constructed on both sides.
2. The west side of N Huron Rd has sidewalk on its entire length of the study corridor.

3. The presence of only a few crosswalks not near the Eaton Heights subdivision, and restricted access to them, makes it difficult for pedestrians east of N Huron Rd to walk the study corridor.
4. Although pedestrians can legally cross where there are no traffic conflicts, they have no legal rights and accommodations to make a crossing safely outside of the existing crosswalks.
5. Currently, pedestrians walk on unimproved surfaces on the east side of N Huron Rd, which is not ADA friendly nor is it possible under snow conditions.
6. Residents have requested sidewalk installation through Ald. Dorff.
7. Recent developments have increased both vehicular and pedestrian trips within the corridor.
8. The N Huron Rd roadway construction project of 2005 made accommodations for future east side sidewalk.
9. Constructing sidewalk on the east side of the roadway would complement the existing sidewalk on the west side plus would enhance neighborhood pedestrian connectivity to the path linking to Gershwin Dr and E Sonata Dr and to other sidewalk networks outside of the study area such as the Humboldt Rd sidewalks.
10. Extending sidewalk to the south WIS 54/57 interchange would require pedestrian improvements at the traffic signal by the Wisconsin Department of Transportation.

Recommendation

Install sidewalk, including any necessary curb ramps at intersections, on the east side of N Huron Rd from Humboldt Rd to the south WIS 54/57 interchange.



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

MEETING DATE

March 2, 2021

PREPARED BY

AGENDA ITEM # J.2

To refer to staff for study the request by area west side residents to install sidewalks on the west side of Green Bay portion of Wood Lane from Hazelwood Lane to Ironwood Drive. Part of the sidewalk costs to the two property owners would be offset from a donation of \$2,500 from resident Paul Secker and a possible grant obtained from the MacArthur Heights Neighborhood Association and work collaboratively with Brown County and/or Ashwaubenon. (Ald. Vander Leest)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2021-02-16 Dist II to TBP and I and S
2. Side Walk - GB Alderman - Neighborhood Association Request 1-21-2021

Celestine Jeffreys

From: John Vander Leest <johnvanderleest@yahoo.com>
Sent: Tuesday, February 16, 2021 12:00 AM
To: Celestine Jeffreys; Dave Hansen
Subject: Communications to I&S & Traffic, Bicycle & Pedestrian Commission for Wednesday's City Council meeting

Request to Improvement and Services committee on behalf of area westside residents to install sidewalks on the westside of Green Bay portion of Wood Lane from Hazelwood Lane to Ironwood Drive. Part of the sidewalk costs to the 2 property owners would be offset from a donation of \$2500 from resident Paul Secker and a possible grant obtained from the MacArthur Heights Neighborhood Association.

Request to Traffic, Bicycle and Pedestrian Commission for a traffic study to review the safety of the Hazelwood Lane/Wood Lane intersection.

Alderman John S. Vander Leest

1/21/2021

City of Green Bay Attn: District 11 John Vanderleest

920-499-0996 district11@greenbaywi.gov

Sam Bartels, President of MacArthur Heights Neighborhood Association

920-676-1623 bakndapak@aol.com

Cheryl Brumbaugh Williams, MacArthur Heights Neighborhood Association

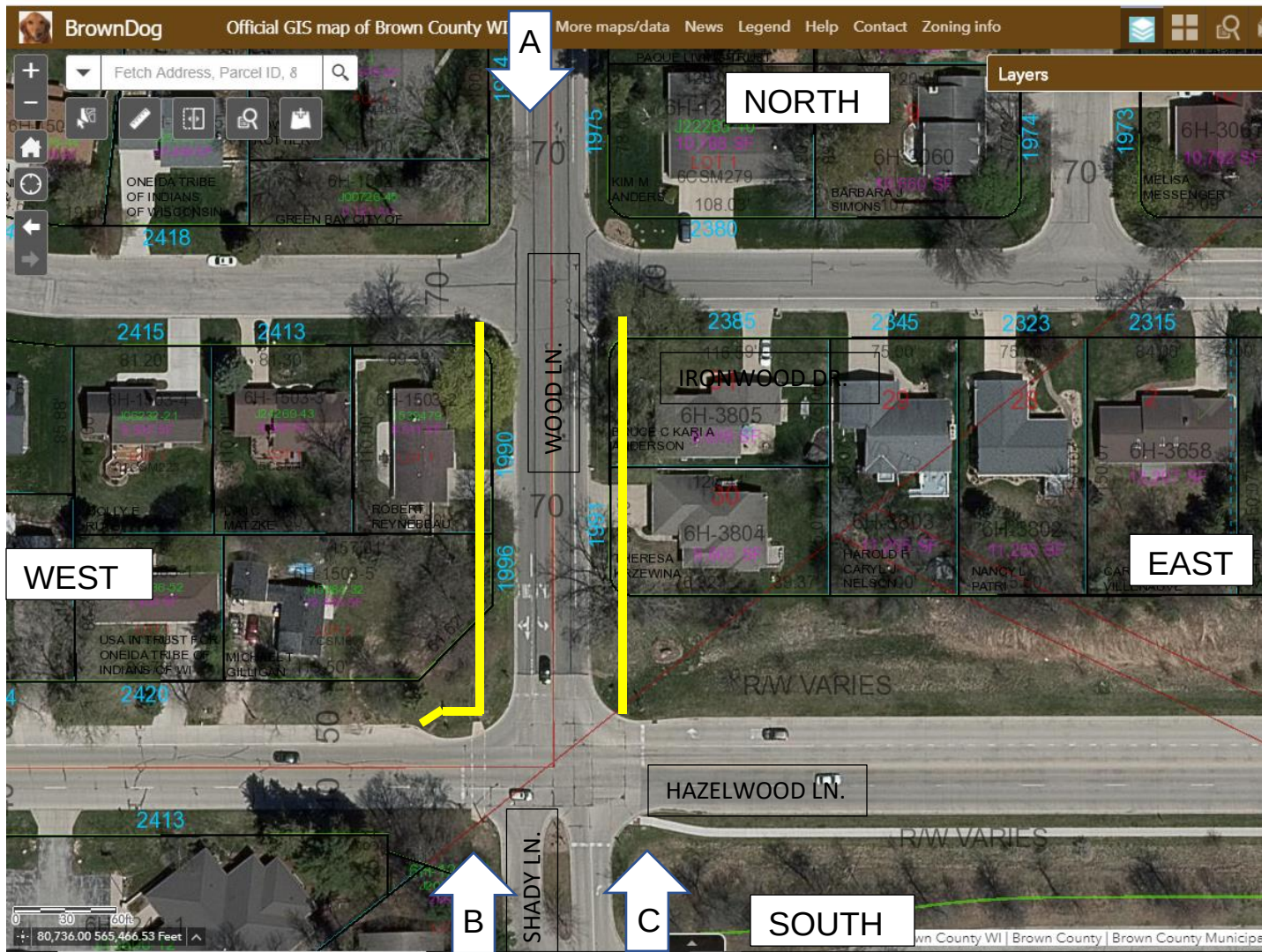
920-619-8963 cabw333@aol.com

REQUEST FOR PEDESTRIAN SAFETY IMPROVEMENT (SIDEWALK INSTALLATION)

Hello John, Sam & Cheryl,

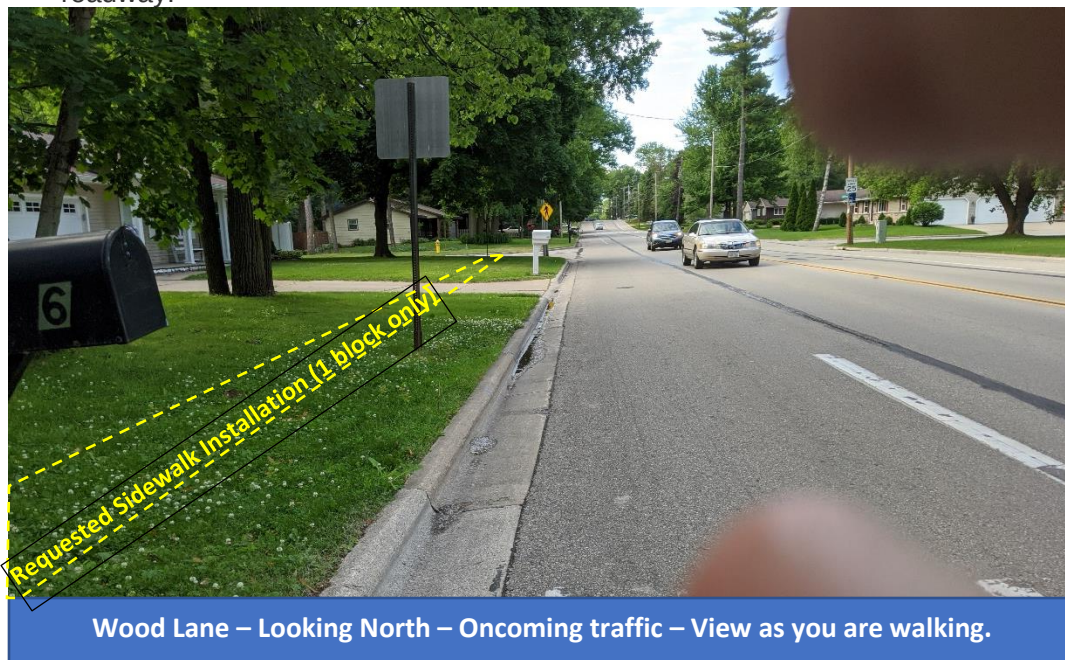
Thank you for your time to discuss this request 1/20/2021 for installation of a sidewalk on a one block section of Wood Lane, specifically between Ironwood Drive & Hazelwood Lane. Yellow lines represent desired sidewalk installation. Critical considerations for this proposal:

- **Pedestrian safety:** Presently roadway nearing this intersection on Wood Lane is lined for turn lanes, forcing pedestrians and vehicle traffic into the same surface. There is no visible divider between lane use expectations between vehicle drivers and pedestrians. When cars are parked on road in front of 1990 & 1991 Wood Lane, that exacerbates the congestion problem.
- **Connecting pedestrian continuity** from white side line path on Wood Lane (to North "A") to designated cross walk (to South "B") on Hazelwood Lane and sidewalk ("C"). This sidewalk would achieve continuity.
- **Funding:** Considerations to minimize the impact to property owners are included on next page.



Critical considerations for this proposal, continued:

- **Funding:** Formal cost estimates would be needed from the City of Green Bay.
Considerations to minimize the impact to property owners may be:
Neighborhood Association Mini-Grant
Grants from city, county, state for pedestrian safety
Personal contribution from myself, if sidewalk is installed in 2021, I will contribute the following:
- **Jurisdiction:** Per David Hansen, Green Bay City Traffic Engineer, the City of Green Bay:
Western side of Wood Lane is City of Green Bay. contribute \$2,500.00 Twenty Five Hundred
Eastern side of Wood Lane is Brown County (?). contribute \$ 500.00 Five hundred.
- **Priority:** Based on my observations over many years from seeing pedestrians, bikes, both school aged children and adults navigate this intersection with vehicle traffic, and potential conflict points, and parked cars, optimally both sidewalks would be installed, West and East segments, but understanding priorities need to be established:
 1. **West side is higher priority** for sidewalk installation, due to turn lanes painted, and high vehicle use in each lane, and there is no place for pedestrians.
 2. East side is lower priority for sidewalk installation, due to there is a white line along the roadway.



Additional supporting information to consider:

- Pedestrian friendly areas are great in many ways for the neighborhood:
Promote walking and healthy life style
Provide opportunity for neighbors to get to know each other, which helps build a
Positive sense of belonging and caring in and among neighbors.
Likely less crime in areas where neighbors know each-other.
- Traffic count (Intersection is a funnel for neighborhood traffic and also sees semi trucks on Hazelwood)
<https://wisdot.maps.arcgis.com/apps/webappviewer/index.html?id=2e12a4f051de4ea9bc865ec6393731f8>
8,800 vehicles per day in vicinity intersection. (No current sidewalk) Traffic map on last page.
6,300 vehicles per day on Cormier as comparison (Has sidewalk)
5,800 vehicles per day on W Point at North end of Wood. (Has sidewalk)
- Promoting connectivity from neighborhoods to services
<https://www.transportation.gov/mission/health/promoting-connectivity>
With recent wonderful addition of sidewalk along South edge of Hazelwood / Lombardi Ave, this
has dramatically improved walking and biking access to Pick-N-Save and Lambeau Field.
Addition of the short sidewalk requested here will benefit the people walking to those areas.

- Pedestrians who potentially would like to see pedestrian safety improved at this intersection with addition of this sidewalk to separate pedestrians from vehicle traffic may be the following. Note: These are neighbors we've met or have seen walking in our neighborhood. There are many others we see walking, biking, or pushing a baby carriage on the road, whom we don't know, thus not listed here.



Pedestrians whom frequent Wood Ln to Hazelwood (to Pick-N-Save or Sherwood Forest Park, etc.)

Pedestrians whom occasionally may walk Wood Ln to Hazelwood

Pedestrians in the neighborhood

Avid walkers: 



Kazuko w/dog 1968 Evans Dr	Chang 1969 Knotty Pine	Bob & Sandra 2440 Ironwood Dr
Paula w/dog 1949 Treeland Dr	Julie 2430 Ironwood Dr	Paul & Connie 2425 Ironwood Dr
Steve & Jolanda & child 2439 Ironwood	Larry w/dog 1951 Wood Ln	Many other walkers, bikers, skate boarders (really!)
Molly w/dog 2415 Ironwood Dr	Linda & Perry 2437 Ironwood Dr	
Allissa w/dog & children 2454 Ironwood Dr		
John 2473 Ironwood Dr		
David, Darlene & Nolan 2479 Ironwood Dr		
Jimmy 1970 Knotty Pine Dr		
Ed 1974 Wood Ln		



Wood Lane – Looking South to four way stop at Hazelwood

- Drivers that apparently dis-like people walking in turn lane at stop sign, as demonstrated by their somewhat less than courteous driving on Wood Ln. - likely these drivers would be in favor of a sidewalk to separate pedestrians from the road. Random personal observations on some recent walks:



State	License	Color	Car	When
WI	AKD 6727	Red	VW Jetta	1/18/21 12:16 PM
WI	217 ZES	Grey	Toyota SUV	1/8/21 3:33 PM
WI	GG 7473	Black	Dodge 4x4 truck	1/5/21 3:18 PM
WI	LB 0824 or 08234	Blue	Chev Colorado	1/4/21 3:51 PM
WI	172 DRS	White	SUV	12/16/20 8:28 PM
WI	AKF 6234			11/7/20 12:07 PM
WI	ADE 4549		4 door sedan	11/1/20 2:12 PM
WI	ABG 4775		Ford SUV	10/2/20 2:16 PM
WI	AAYS 4706	Red	Jeep	10/1/20 3:52 PM
WI	529WPX	Gold	Dodge van	8/3/20 2:38 PM

- Other potential interested parties related to the evaluation of this sidewalk request, costs, safety impacts and other considerations needed. In the past I've had conversations with a few government staff in Green Bay area.

Dan Teaters, Brown County Planning Commission, Senior Natural Resources & Land Use Planner
Author of Brown County Bicycle and Pedestrian Plan 2016

Teaters_DW@co.brown.wi.us

Contacted 12/16/2016

Jennifer, City of Green Bay Public Works (920-448-3093)

Contacted 6/12/2020

Jason Maze, City of Green Bay Water Dept (920-448-3480)

Contacted 6/12/2020

Mr. Cole Runge, Brown County Planning Commission

Contacted 10/23/2020

Wisconsin Pedestrian Policy Plan 2020 Executive Summary

David Hansen, P.E., PTOE, Green Bay City Traffic Engineer

Contacted 10/14/2020

dave.hansen@greenbaywi.gov

John Vanderleest, Alderman, District 11, City of Green Bay Attn: District 11

Contacted 10/19/2020

district11@greenbaywi.gov 920-327-0300

Sam Bartels, President of MacArthur Heights Neighborhood Association

Contacted 1/20/2021 & prior

bakndapak@aol.com 920-676-1623

Cheryl Brumbaugh Williams, MacArthur Heights Neighborhood Association

Contacted 1/20/2021

cabw333@aol.com 920-619-8963

Thank you for taking time to review this submission.

●Safety is my concern. The 12/3/2016 Brown County Bicycle and Pedestrian Plan 2016. Report Author: Dan Teaters, Transportation/GIS Planner, Brown County Planning Commission/Green Bay MPO,

“The 4 pedestrian fatalities in the City of Green Bay happened at or near street intersections within the city...”
Page 71,

“The crash data also indicate that 78 (85.7%) of the 91 pedestrian crashes that happened between 2:00 p.m. and 7:00 p.m. occurred on weekdays, and the majority of these weekday afternoon/evening crashes happened in the City of Green Bay” Page 74

This intersection of Wood Lane, Hazelwood Lane and Shady Lane is very busy, as shown by the DOT traffic counts. Traffic is concentrated during commuting times and poses an elevated risk, as shown in the report data cited above.

●If the city can work out a way to fund the installation, without being a cost to the property owners, that would be preferred, as they will need to clear the snow during the winter. Thus, why I have offered to make a contribution to the project, if it can get approved and completed in 2021.

Sincerely,

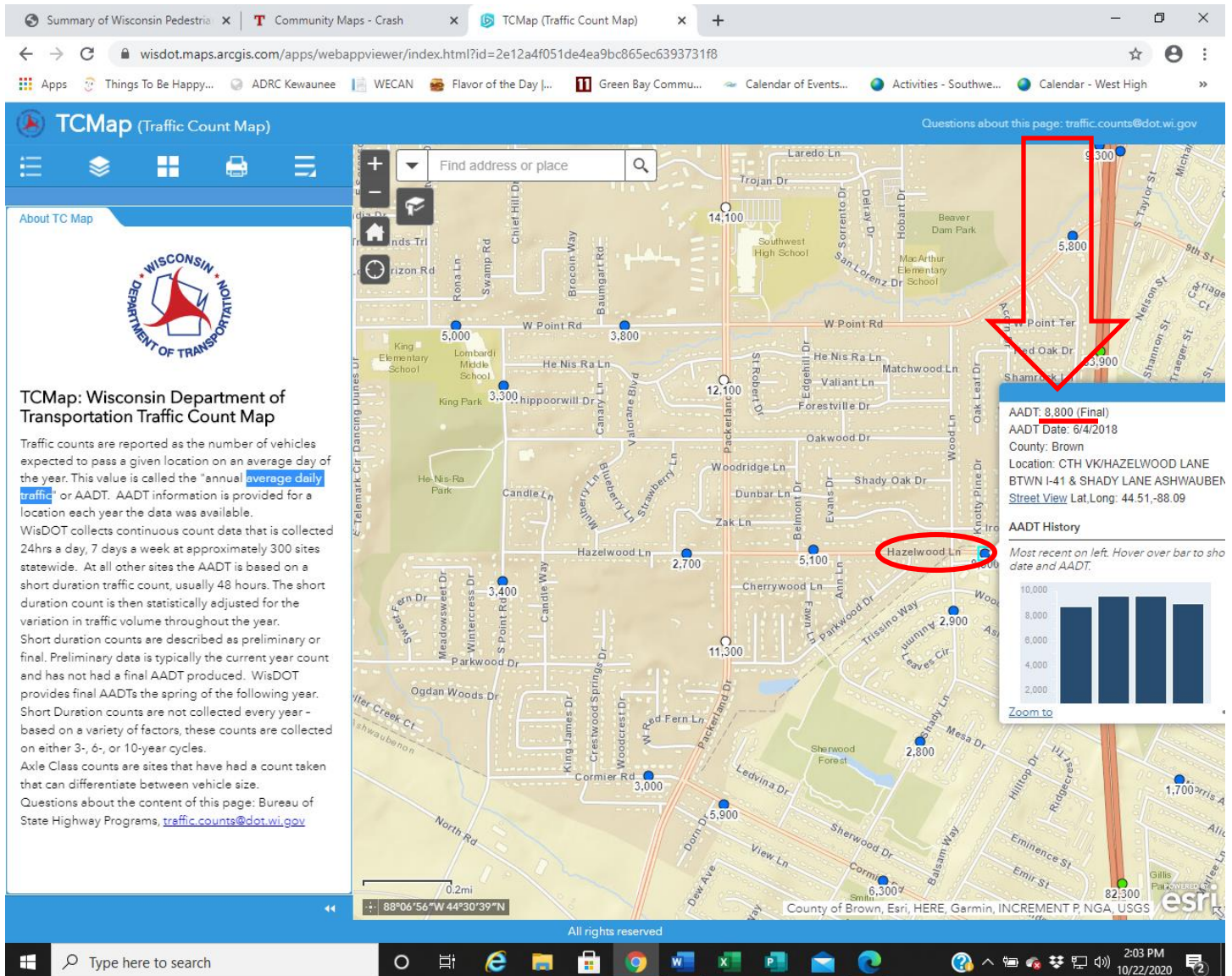
Paul Secker
2425 Ironwood Drive
Green Bay WI 54304-1639

Phone: 920-265-4587

Email: pdsecker@sbcglobal.net

TRAFFIC MAP LINK:

<https://wisdot.maps.arcgis.com/apps/webappviewer/index.html?id=2e12a4f051de4ea9bc865ec6393731f8>





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

MEETING DATE

March 2, 2021

PREPARED BY

AGENDA ITEM # J.3

To approve the request by Largo Ridge Development, LLC to enter into a Developer's Agreement for the construction and public infrastructure to support the Largo Ridge Estates First Addition Subdivision.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

March 2, 2021

PREPARED BY

AGENDA ITEM # J.4

To approve the request by Department of Public Works to amend the policy on ordering sidewalks replaced.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Ordering Sidewalks Replaced

SECTION 1002 SIDEWALK RECONSTRUCTION

Sidewalk reconstruction orders are issued as complaints received from the Mayor, Council Members, Director of Public Works, Assistant Director of Public Works and citizens, and as injuries or falls reported from all sources.

- A. All complaints are logged in with the Date, Complainant and location. If a hazard fall or injury is reported, the Street Division is sent a ~~memo~~ ordering the placement of bituminous cold mix at this location. ~~The pink copy is filed for future reference.~~ Complaints are investigated based on the following, listed from highest to lowest priority: injuries or falls, Mayor, Director of Public Works, Assistant Director of Public Works, Council Members, and citizens complaints, as funds are available.

email ←

At those locations where street trees have raised cakes of sidewalk above adjacent cakes of sidewalk, the replacement of those tree damaged sections is funded by the City if replaced by the City Contractor, or after an estimate from a licensed sidewalk contractor is approved.

- B. The sidewalk is inspected by Engineering Technician ~~II~~ in charge of sidewalks who shall determine the replacement limits and tree damage credit, if any. ~~The sidewalk is marked and a form is filled out that shows the address, parcel number and those sections to be ordered replaced.~~ → City damage / cost?
- C. A resolution is prepared for the ordering of reconstruction of sidewalk and sent to the Council. The City Clerk sends out the actual order to the property owner. After ~~60~~ days notice period, the City Contractor is ordered to reconstruct the sidewalk. → 30
- D. An accounting of funds for various sidewalk projects is kept to determine the scope of work that can be accomplished within the available funding program.
- E. After reconstruction is complete, final measurements of the actual quantity of sidewalk constructed are made. Assessments for the reconstruction of sidewalks are made for the actual quantity that the owner is responsible for and are prepared in a resolution sent to the Council.

City / damage

If a tree damage credit is given, the length is subtracted from the total length of sidewalk ordered replaced.

Complaints that arise from sidewalk assessments, are usually based on the assumption that the assessment doesn't reflect the tree damage credit, since it appears on the resolution ordering the sidewalk, but not on the assessment resolution.

Resident information packet. Hand delivered at time of evaluation and mailed by City Clerk with formal ordering of sidewalks.



2/4/2021 gm
RW

Public Works Department

Administration
920.448.3100
Fax 920.448.3102

Engineering Division
920.448.3100
Fax 920.448.3102

Operations Division
920.448.3535
Fax 920.448.3536

Parking Division
920.448.3431
Fax 920.448.3370

Traffic Division
920.448.3100
Fax 920.448.3102

The previous page is a formal notice ordering you to construct or reconstruct a sidewalk along your property. This notice is a statutory requirement of the State of Wisconsin.

The City of Green Bay Common Council orders in new concrete sidewalks when it is the opinion of the City Traffic, Bicycle and Pedestrian Commission a hazardous conflict is created by the vehicular and pedestrian traffic using the street or the reconstruction of defective sidewalks that are hazardous to pedestrian traffic.

Below are Options for Sidewalk orders:

Option 1 = Do Nothing

1. After the 60 day timeframe expires, the city's contractor will be ordered to construct or reconstruct the sidewalk noted on the order
2. The City will invoice the owner for the cost of sidewalk based on the square footage of the sidewalk installed at the current contract price

Option 2 = Property Owner complete the repairs themselves

1. Sidewalk work must be completed before the 60 day notice expires
2. Work must be done by property owner only, not by family, a friend, neighbor or others
3. The property owner shall notify the Department of Public Works - Engineering Division they will be replacing their sidewalk that has been ordered to be installed or reconstructed.
4. Property owner obtains permits for repairs to the sidewalk (Excavation Permit, Obstruction Permit, & Sidewalk Grade Permit)
5. Property owner shall provide proper signing and barricading of the work prior to commencing the work.
6. Property owner shall construct the sidewalk in accordance with City standards.

7. Property owner to inform the City the work is completed and ready for final inspection in order to accept the repairs
8. If the work is found to be unacceptable, the property owner shall remove the sidewalk and replace it to conform to City standards. If work is not completed within 60 days, the City's Contractor will complete the work and property owner will be billed.

Option 3 = Hire a licensed contractor to do the work for you

1. Sidewalk work must be completed before the 60 day notice expires.
2. The property owner shall notify the Department of Public Works - Engineering Division that they are going to replace their sidewalk that has been ordered to be reconstructed.
3. City's website has a list of Sidewalk Builders holding a current license with the City
4. Licensed Contractor (Sidewalk Builder) obtains permits for repairs to the sidewalk (Excavation Permit, Obstruction Permit, & Sidewalk Grade Permit)
5. Licensed Contractor shall provide proper signing and barricading of the work prior to commencing the work.
6. Licensed Contractor shall construct the sidewalk in accordance with City standards.
7. Repairs are made by licensed contractor and property owner pays the contractor directly. The sidewalk replacement shall include ALL damaged sidewalks including sidewalks listed as credit (eg. Street Tree Damage)
8. If the work is found to be unacceptable, the property owner shall remove the sidewalk and replace it to conform with City standards. If work is not completed within 60 City Contractor will come in to complete work and property owner will be billed.
9. Property Owner informs the City the work is completed and ready for final inspection to accept the repairs.

Sidewalk Repair Options:

Remove & Replace	Complete replacement of damaged sidewalk
Diamond Grind	Sidewalks that are raised slightly
Mudjacking	Sidewalks that are sunken and need to be raised
Epoxy Crack Filling	Larger cracks or divots that need to be filled

Procedure for Reimbursing Property owners for Sidewalk Credits

If you choose to construct or reconstruct the sidewalk yourself or through a licensed contractor, and a sidewalk credit is indicated ("Lin Ft Credit") follow the next steps for reimbursement.

1. If the work is found to be acceptable, the property owner shall submit an invoice to the Department of Public Works - Engineering Division for sidewalk credit sidewalks (eg. street tree damage). Form is on page 4.
2. The invoice shall state the area replaced in square feet and the amount due.
3. The amount due shall be calculated using a rate of \$1.00/square foot.
4. The invoice shall be accompanied by a copy of the concrete company delivery slip verifying the concrete mix.
5. Upon receipt of the invoice, the Department of Public Works - Engineering Division shall verify the calculations and process payment.
6. Please note that the property owner is NOT involved in the billing process for sidewalks listed as Sidewalk Credit when city contractor reconstructs the sidewalk.

Sidewalk Billing and Payments

The Common Council has authorized the Department of Public Works to extend the 60-day time period called for, in the sidewalk order, in hardship cases. A request for an extension must be in writing explaining the hardship for which the extension is requested. This request should be sent to the Department of Public Works, Room 300, City Hall, 100 North Jefferson Street, Green Bay, Wisconsin, 54301.

For sidewalk ordered for replacement that are not paid in full or any remaining balance after the 30 days of invoiced date will roll onto the property taxes, and shall be payable to the City of Green Bay in 5 annual installments at the current 2020 interest rate of 3.77% per annum. All sidewalk that is replaced and listed as a sidewalk credit will be paid for by the City.

Questions concerning sidewalks can be directed to the Engineering Division of the Department of Public Works at (920) 448-3100.

**SIDEWALK CREDIT FORM TO CITY FOR
REPLACEMENT OF SIDEWALKS BY PROPERTY OWNER**

1. DATE: _____
2. ADDRESS SIDEWALK ORDERED RECONSTRUCTED: _____
3. AREA OF SIDEWALK (Sidewalk credit) _____ SQUARE FT
(Multiply length by width)
4. AMOUNT DUE: _____
(Multiply total square feet by \$1.00)
5. CITY WILL MAKE PAYMENT TO: NAME: _____
ADDRESS: _____
CITY: _____
STATE: _____ ZIP: _____

I hereby state that the sidewalk was replaced by myself or a licensed contractor I hired and reimbursement requested is for sidewalks listed under the sidewalk credit on Order for my property.

NAME: _____
(print)

NAME: _____
(signature)

PAYMENT APPROVED BY: _____ TITLE: _____

DATE: _____

ACCOUNT NUMBER: 402500-55340

66.0907 Sidewalks.

(1) **PART OF STREET; OBSTRUCTIONS.** Streets shall provide a right-of-way for vehicular traffic and, where the council requires, a sidewalk on either or both sides of the street. The sidewalk shall be for the use of persons on foot, and no person may encumber the sidewalk with boxes or other material. The sidewalk shall be kept clear for the use of persons on foot.

(2) **GRADE.** If the grades of sidewalks are not specially fixed by ordinance, the sidewalks shall be laid to the established grade of the street.

(3) **CONSTRUCTION AND REPAIR.**

(a) *Authority of council.* The council may by ordinance or resolution determine where sidewalks shall be constructed and establish the width, determine the material and prescribe the method of construction of standard sidewalks. The standard may be different for different streets. The council may order by ordinance or resolution sidewalks to be laid as provided in this subsection.

(b) *Board of public works.* The board of public works may order any sidewalk which is unsafe, defective or insufficient to be repaired or removed and replaced with a sidewalk in accordance with the standard fixed by the council.

(c) *Notice.* A copy of the ordinance, resolution or order directing the laying, removal, replacement or repair of sidewalks shall be served upon the owner, or an agent, of each lot or parcel of land in front of which the work is ordered. The board of public works, or either the street commissioner or the city engineer if so requested by the council, may serve the notice. Service of the notice may be made by any of the following methods:

1. Personal delivery.
2. Certified or registered mail.

3. Publication in the official newspaper as a class 1 notice, under ch. 985, together with mailing by 1st class mail if the name and mailing address of the owner or an agent can be readily ascertained.

(d) *Default of owner.* ~~If the owner neglects for a period of 20 days after service of notice under par.~~

(c) ~~to lay, remove, replace or repair the sidewalk the city may cause the work to be done at the expense of the owner.~~ All work for the construction of sidewalks shall be let by contract to the lowest responsible bidder except as provided in s. 62.15 (1).

(e) *Minor repairs.* If the cost of repairs of any sidewalk in front of any lot or parcel of land does not exceed the sum of \$100, the board of public works, street commissioner or city engineer, if so required by the council, may immediately repair the sidewalk, without notice, and charge the cost of the repair to the owner of the lot or parcel of land, as provided in this section.

(f) *Expense.* The board of public works shall keep an accurate account of the expenses of laying, removing and repairing sidewalks in front of each lot or parcel of land, whether the work is done by contract or otherwise, and report the expenses to the comptroller. The comptroller shall annually prepare a statement of the expense incurred in front of each lot or parcel of land and report the amount to the city clerk. The amount charged to each lot or parcel of land shall be entered by the clerk in the tax roll as a special charge, as defined under s. 74.01 (4), against the lot or parcel of land and collected like other taxes upon real estate. The council by resolution or ordinance may provide that the expense incurred may be paid in up to 10 annual installments and the comptroller shall prepare the expense statement to reflect the installment payment schedule. If annual installments for sidewalk expenses are authorized, the city clerk shall charge the amount to each lot or parcel of land and enter it on the tax roll as a special charge, as defined under s. 74.01 (4), against the lot or parcel each year until all installments have been entered, and

the amount shall be collected like other taxes upon real estate. The council may provide that the street commissioner or city engineer perform the duties imposed by this section on the board of public works.

(5) SNOW AND ICE. The board of public works shall keep the sidewalks of the city clear of snow and ice in all cases where the owners or occupants of abutting lots fail to do so, and the expense of clearing in front of any lot or parcel of land shall be included in the statement to the comptroller required by sub. (3) (f), in the comptroller's statement to the city clerk and in the special tax to be levied. The city may also impose a fine or penalty for neglecting to keep sidewalks clear of snow and ice.

(6) REPAIR AT CITY EXPENSE. The council may provide that sidewalks shall be kept in repair by and at the expense of the city or may direct that a certain proportion of the cost of construction, reconstruction or repair be paid by the city and the balance by abutting property owners.

(7) RULES. The council may by ordinance implement the provisions of this section, regulate the use of the sidewalks of the city and prevent their obstruction.

(10) APPLICATION OF SECTION; DEFINITIONS. The provisions of this section do not apply to 1st class cities but apply to towns and villages, and when applied to towns and villages:

(a) "Board of public works" means the committee or officer designated to handle street or sidewalk matters.

(b) "City" means town or village.

(c) "Comptroller" means clerk.

(d) "Council" means town board or village board.

History: 1975 c. 172, 356, 421, 422; 1979 c. 32; 1983 a. 189, 532; 1991 a. 316; 1993 a. 490; 1999 a. 150 s. 542; Stats. 1999 s. 66.0907; 2015 a. 55.

A city cannot delegate its primary responsibility to maintain its sidewalks, nor delegate or limit its primary liability by ordinance.

Kobelinski v. Milwaukee & Suburban Transport Corp. 56 Wis. 2d 504, 202 N.W.2d 415 (1972).

The defendant property owners' failure to remove snow and ice from sidewalks in violation of a municipal ordinance did not constitute negligence per se. *Hagerty v. Village of Bruce*, 82 Wis. 2d 208, 262 N.W.2d 102 (1978).

A city, exercising its police power, can impose a special tax on properties for the cost of installing a sidewalk on an adjacent city right-of-way without showing that the properties would be benefited. *Stehling v. City of Beaver Dam*, 114 Wis. 2d 197, 336 N.W.2d 401 (Ct. App. 1983).



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

MEETING DATE

March 2, 2021

PREPARED BY

AGENDA ITEM # J.5

To approve the request by Department of Public Works to award the following construction contracts at a staff level and report the award at the next regular meeting of the Improvement and Services Committee.

A. S. Jackson Street: South City Limits to E. Mason Street

B. S. Jackson Street: E. Mason Street to Bodart Street

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

March 2, 2021

PREPARED BY

AGENDA ITEM # J.6

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

A. Granting of Licenses

1. Sidewalk Builder

a. Allied Concrete Construction, Inc.

2. Tree & Brush Trimmer

- a. Best Stump Grinding LLC
- b. Monster Tree Service, Inc.
- c. Z's Tree Services LLC

3. Underground Sprinkler System

a. RainMaster Irrigation, Inc.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

March 2, 2021

PREPARED BY

AGENDA ITEM # J.7

To order in the improvements constructed and levy applicable assessments for the following:

ASPHALT PAVEMENT

S. JACKSON STREET – Bodart Street to E. Mason Street

S. JACKSON STREET – E. Mason Street to south City limits

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

Celestine Jeffreys

From: Chris Wery <chriswery@att.net>
Sent: Monday, February 15, 2021 2:09 PM
To: Celestine Jeffreys
Subject: Re: Communication

Yes, please.

Alderman Chris Wery
920-490-9282
chriswery@att.net
Facebook: Alderman Chris Wery, District 8 City of Green Bay

On Monday, February 15, 2021, 02:03:45 PM CST, Celestine Jeffreys <celestine.jeffreys@greenbaywi.gov> wrote:

Alder,

Did you want both communications?

To: Protection and Policy or Plan Commission

Re: Discuss, with possible action, the 2020 census as it relates to redistricting city aldermanic districts for 2022. Include timeline and process for study, proposals and implementation.

AND

To: Protection and Policy

Re: Discuss, with possible action, the Green Bay Common Council be comprised of 15 members and to implement with the current census redistricting.

Or just the latter?



Celestine Jeffreys

Clerk, City of Green Bay

From: Chris Wery <chriswery@att.net>
Sent: Monday, February 15, 2021 8:57 AM
To: Celestine Jeffreys <Celestine.Jeffreys@greenbaywi.gov>
Subject: Communication

Howdy!

To: Protection and Policy or Plan Commission

Re: Discuss, with possible action, the 2020 census as it relates to redistricting city aldermanic districts for 2022. Include timeline and process for study, proposals and implementation.

Respectfully submitted,

Alderman Chris Wery
920-490-9282
chriswery@att.net
Facebook: Alderman Chris Wery, District 8 City of Green Bay



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

MEETING DATE

March 2, 2021

PREPARED BY

Celestine Jeffreys, Clerk

AGENDA ITEM # K.2

To hold until second meeting of May 2021 a request from Alder Chris Wery, District 8, to discuss the 2020 Census as it relates to redistricting City Aldermanic Districts for 2022. Include a timeline and process for study, proposals and implementation.

BACKGROUND

<https://www.census.gov/newsroom/blogs/random-samplings/2021/02/timeline-redistricting-data.html>

The document from the census outlines the timeline for release of data, for redistricting.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

March 2, 2021

PREPARED BY

AGENDA ITEM # K.3

To receive and place on file a request from Alder Scannell to create a consent agenda for the Green Bay Common Council meetings.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2021-02-19 Dist 7 to P and P



Alders' Petitions and Communications

Name:

Committee Name:

Today's Date:

Text of Communication:

Upon completing this form, please email it to the City Clerk.



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

MEETING DATE

March 2, 2021

PREPARED BY

AGENDA ITEM # K.4

To receive and place on file the Liquor Violation Report for February 22, 2021.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Report February 22 2021
2. 20LiqVio

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

March 2, 2021

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

Bowen, Lisa A
Caradoso, Elida L
Chambers, Cheryl L
Chambers, Gary E
Champeau, Cindy L
DeBauche, Jason M
Fisher, Terril S
Hidde, Elisabeth N
Jackson, Arnette M
Miller, Nathan P
Pineda, Nicole A
Priebe, Tyler D
Rathburn, Kimberly G
Roman, Lorenzo M
Shelly, Anna M
Singh, Sandeep
Stephani, Mary Jo
Tamatta, Rabindra
Thayse, Madysen J
Thompson, Angela M
Villa Lozano, Luis A



Report to the Green Bay Plan Commission

MEETING DATE

March 2, 2021

PREPARED BY

AGENDA ITEM # M.1

To refer to staff the request from Ald. Chris Wery, District 8, that the property at 1022 Ridge Road, operating as Darjune Recovery House, be required to apply for a conditional use permit. This would be in accordance with Green Bay Municipal Code § 13.602 and 13.1603.

BACKGROUND

RECOMMENDATION

Recommendation: Refer To Staff

FISCAL IMPACT

ATTACHMENTS

None



Report to the Green Bay Plan Commission

MEETING DATE

March 2, 2021

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # M.2

To amend the Official Map for Greenway uses along Erie Road (Parcel 21-40-6), the property known as The Woods, submitted by Joel Ehrfurth, Mach IV Engineering (Ald. B. Dorff, District I).

BACKGROUND

Primary Address: Parcel 21-40-6, along the 300 Block of Erie Road

Aldersperson/District: Ald. Barb Dorff / I

Reason for Request: To amend the Greenway boundary for this parcel on the Official Map as part of a larger housing development

Surrounding Zoning & Land Use:

Subject Parcel: Rural Residential (RR) - golf course

North: Rural Residential (RR) - single-family homes

South: Rural Residential (RR) - gold course

East: Low-Density Residential (RI)/PUD - vacant and assisted living

West: Low-Density Residential (RI) - single-family homes

Comprehensive Plan: The 2022 Comprehensive Plans calls for Low Density Housing uses on the west side of the subject parcel and Parks uses on the east side of the subject parcel.

Analysis: This request is to amend the Greenway boundaries on the City's Official Map within parcel 21-40-6. This Greenway change is part of a large housing development. A virtual neighborhood meeting was held on October 14, 2020, where approximately 26 citizens attended.

The housing development will have approximately 22 single-family homes on the west side of the Greenway. The proposed road pattern follows the pattern on the Official map, therefore needing no amendment. The east side of the Greenway will have approximately 40 single-family condos with a mix of private and public infrastructure. Between these two developments are Bairds Creek and its ravine. With this area being transferred to the City as part of this development, an amendment to the Greenway area designated on the Official Map is necessary. This has been vetted by the City's Parks and Recreation Department, as well as our Department of Public Works.

After the OMA Application, the Plan Commission will also consider and take action on a Comprehensive Plan Amendment, as well as a Rezoning. Staff will review the land division and condo once submitted. Site Plan Review will also be required throughout this process. Any considerations or conditions needed as part of the housing development should be held until those items are being considered. This application will adjust the boundary to facilitate a land division and future transfer of property.

More information about the project can be found in attachment "Application Narrative and Exhibits."

Ald. Barb Dorff and property owners within 400 ft. of the subject parcel have been notified of the request, along with the Department of Public Works and the Parks Department. One objection was received (attached) and one general inquiry as of the drafting of this report.

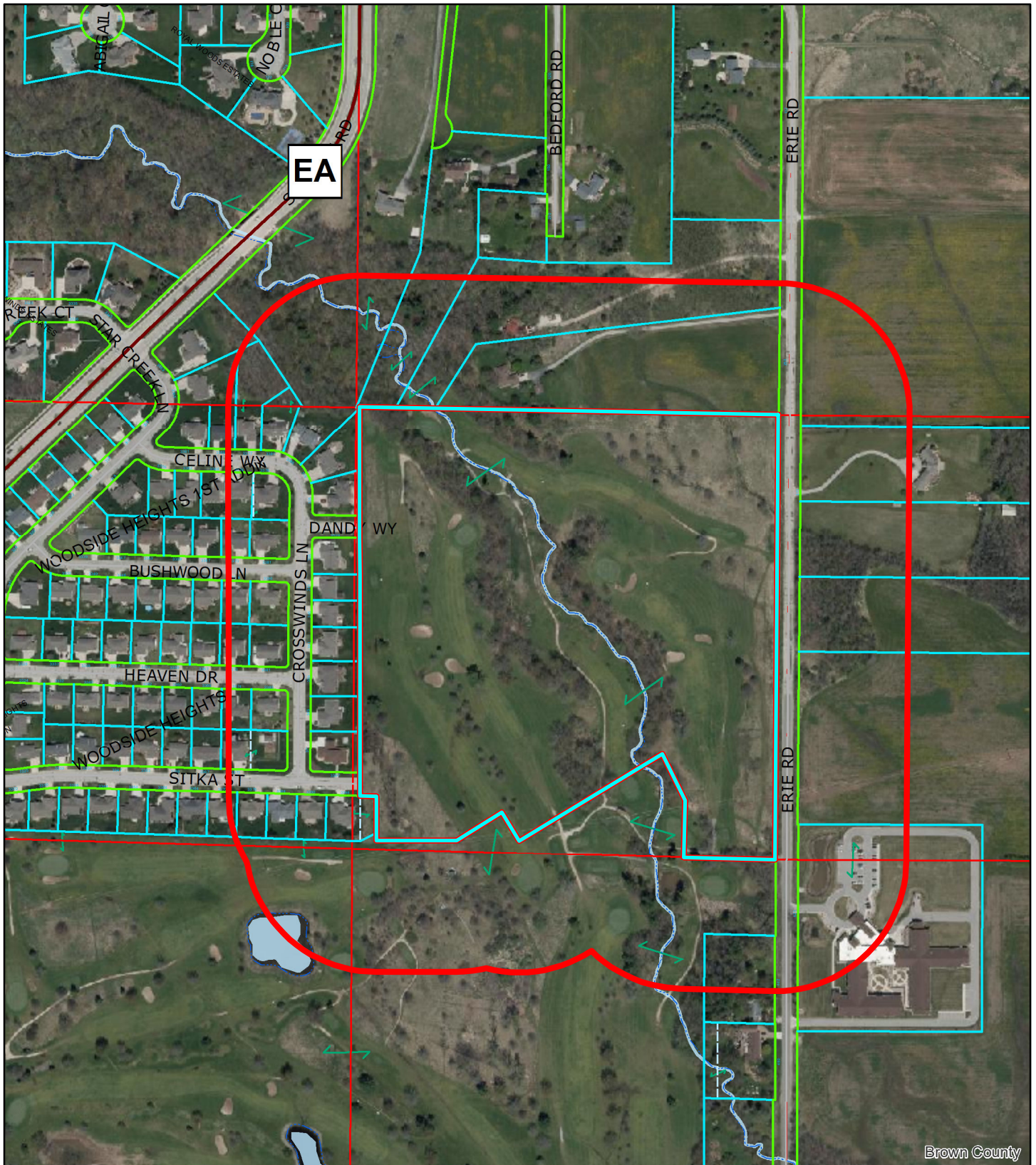
RECOMMENDATION

Staff is recommending approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. OMA 21-01 Map
2. OMA 21-01 Application Narrative and Exhibits
3. OMA 21-01 Existing Greenway Boundaries
4. OMA 21-01 Proposed Greenway Boundary Exhibit
5. OMA 21-01 Roadway Pattern
6. OMA 21-01, Public Comments, Ryan



(OMA 21-01) Amend Greenway Boundary Along Erie Road



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 10 Feb 2021 X:\Planning\Basemaps\template_8.5x11.mxd

0 115 230 460 Feet

- Subject Parcel
- 400' Notification Area

THE WOODS - REQUEST FOR CITY ACTION
FEBRUARY 1, 2021
PROJECT NO. 1707-01-19



Background

Green Viper Inc. proposes to convert the back nine of The Wood Golf Course into a single family residential development. The site location is shown as Figure 1.

The proposed development contains three primary components. The conceptual site plan is shown in Figure 2. The west side proposes a maximum of 22 Single Family homes. This side of the development will have public roads and infrastructure and a stormwater management system.

The east side features approximately 40 Single Family Condos. This side of the development will have private roads, and either private, or combination of private and public infrastructure, as well as a stormwater management system.

The two developments are separated physically by a large ravine and Bairds Creek. The Bairds Creek area is to be transferred to the City and will be designated as parkway.

Green Bay Smart Growth 2022 report identifies several objectives that constitute Smart Growth. One objective is to target locations either contiguous to or within presently urbanized areas. The proposed site is adjacent to two city streets (Dandy and Sitka) that are stubbed for future connection. The east side of the development is readily connected to existing utilities with a short extension of city services.

Another objective is to promote efficient use of service land. The close proximity of existing city services and infrastructure creates an efficient use of both sides of the property and allows the existing services to reach their intended capacities.

A third objective is to limit public/private expenses. No public monies are being requested for the proposed development. All costs associated with the development are proposed to be borne by the Developer.

The fourth objective is to protect sensitive areas. The site has had a wetland delineation performed on it. The proposed site plan will blend the need to maintain the public health and safety needs of the development but at the same time preserve the sensitive areas. The majority of the sensitive areas are associated with, and adjacent to, Bairds Creek. The proposed development will involve the transfer of the Bairds Creek sensitive areas to the City of Green Bay via conversion to a parkway.

Another objective is for new neighborhoods to have a variety of house types. In order to minimize impact to the existing neighborhood and housing types, the west side of the development is proposed as single family lots to match the neighboring development. The east side of the parkway are single family condominiums. Condominiums offer a housing style that is currently in high demand with limited supply in the City. Condos offer home ownership with maintenance-free lifestyles. This housing option tends to attract young professionals or "empty nesters" who want to live in the City, but whose lifestyles are such that they do not want the maintenance associated with home ownership.

Lastly, the Report defines desirable housing densities. It defines Low Density Housing as 4-8 units/gross acre and lots 5,000 – 13,000 square feet (sf) in size. The proposed single family lots range in size from 12,200 sf – 25,700 sf. The proposed lots are larger in order to match the sizes of the existing single family lots which range from 11,780 sf to 19,057sf.

Because of the existing neighborhood, the west side of the development, has a relatively low density of 1.95 units per acres. Medium Density is defined as 10 units/gross acre. The east side of the development as a density of 3.3 units/acres, well under the max of 10. The desire to maintain and preserve some of the natural areas causes the density to be on the lower end of what is allowed in traditional medium density development.

The Development team met with City staff/departments on September 22, 2020 for a Technical Review Meeting. The purpose was to inform staff of the project and allow for an initial review of the proposed development.

At the suggestion of the Planning Staff, the developer conducted a neighborhood meeting with immediate neighbors to present proposed plans for development. The Neighborhood Meeting was held October 14, 2020.

Official Map Amendment

An Official Map Amendment (OMA) is requested to adjust road patterns and parkway boundaries to be consistent with the development. The public road pattern and proposed parkway boundaries are shown in Figure 3 along with legal descriptions.

Comprehensive Plan Amendment

The Comprehensive Plans shows the land east of Bairds Creek as Parkway. The developer requests to amend a portion of the property east of the proposed parkway from Parkway to Low/Medium Density Residential. The Comprehensive Plan Amendment is shown in Figure 3, along with appropriate legal descriptions.

Rezoning

The developer requests the following rezoning revisions. The western portion of the development be rezoned from Rural Residential (RR) to Low Density Residential (R1). The proposed Parkway area from Rural Residential (RR) to Conservancy (C). The eastern portion of the development from Rural Residential (RR) to Medium Density Residential (R2). The rezoning areas, along with appropriate legal descriptions, are shown in Figure 3.

Future Steps

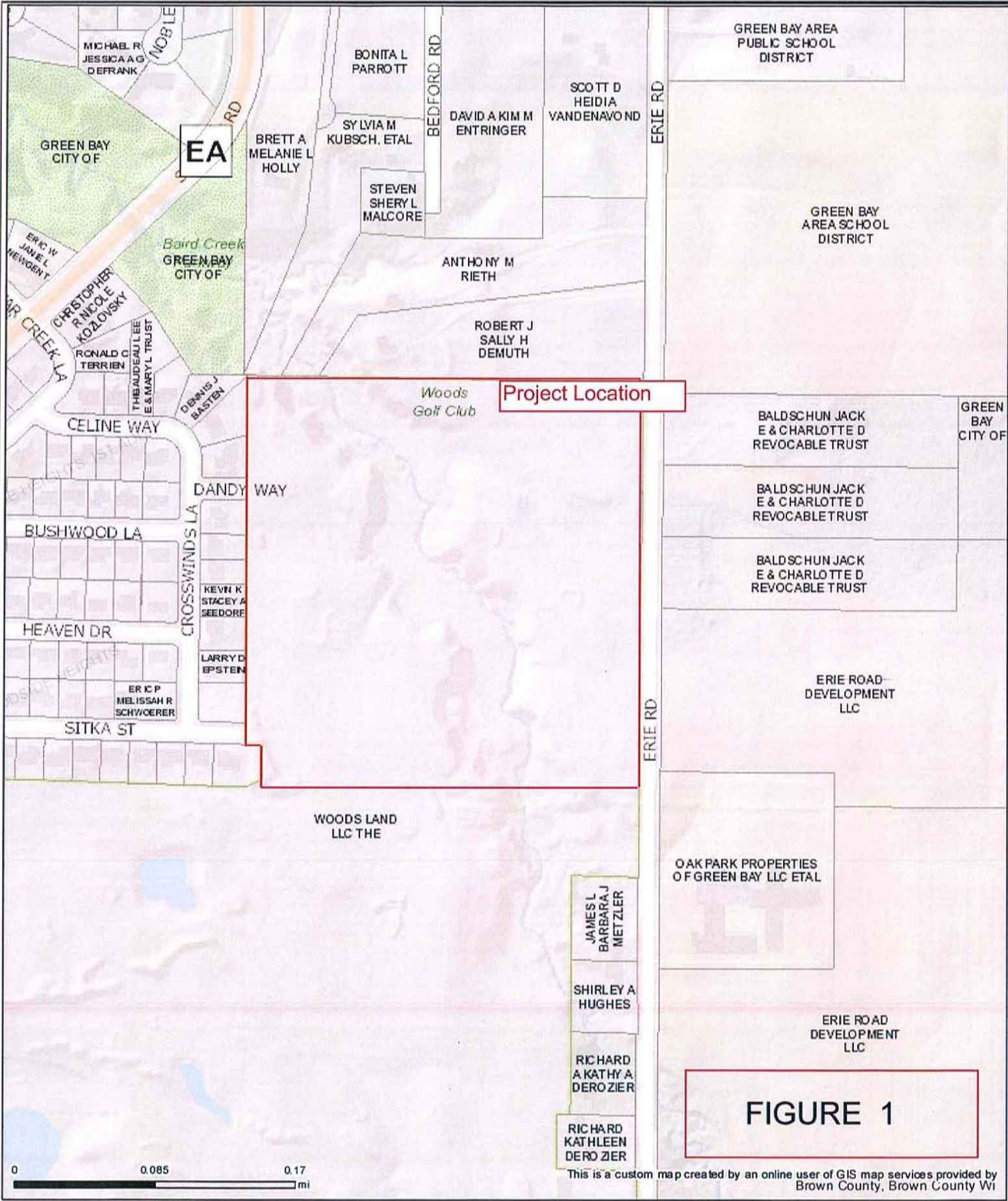
Subdivision/Condo Plat

Preliminary and final subdivision/condo plats will be submitted to the City and State for standard review.

Construction Documents

Infrastructure design and construction documents will be developed and submitted to applicable regulatory agencies. It is anticipated the development will require the following regulatory approvals:

- City of Green Bay – Site Plan
- City of Green Bay – Stormwater Management
- City of Green Bay – Erosion Control
- WDNR
- USACOE
- Brown County
- NEW Sanitary Sewer Extension



Project Location

FIGURE 1

This is a custom map created by an online user of GIS map services provided by Brown County, Brown County WI

Part of Brown County WI

Map printed on 9/29/2020
 1:4,800
 1 inch = 400 feet*
 1 inch = 0.0758 miles*
 *original page size: 8.5"x11"
 Appropriate format depends on zoom level

- Parcel ownership key**
- Parcel Boundary
 - Condominium
 - Gap or Overlap
 - Parcel line
 - Right of Way line
 - Meander line
 - Lines between deeds or lots
 - Historic Parcel Line
 - Vacated Right of Way
- "hooks" indicate parcel ownership crosses a line

SC-190-2 Parcel ID Number
 2880257 Document Number
 0.814 AC Area of parcel
 279.8' Line Distance
 3547 Address

A complete key (legend) is available at:
<https://tinyurl.com/BrownDogKey>



(920) 448-6480
maps.gis.co.brown.wi.us

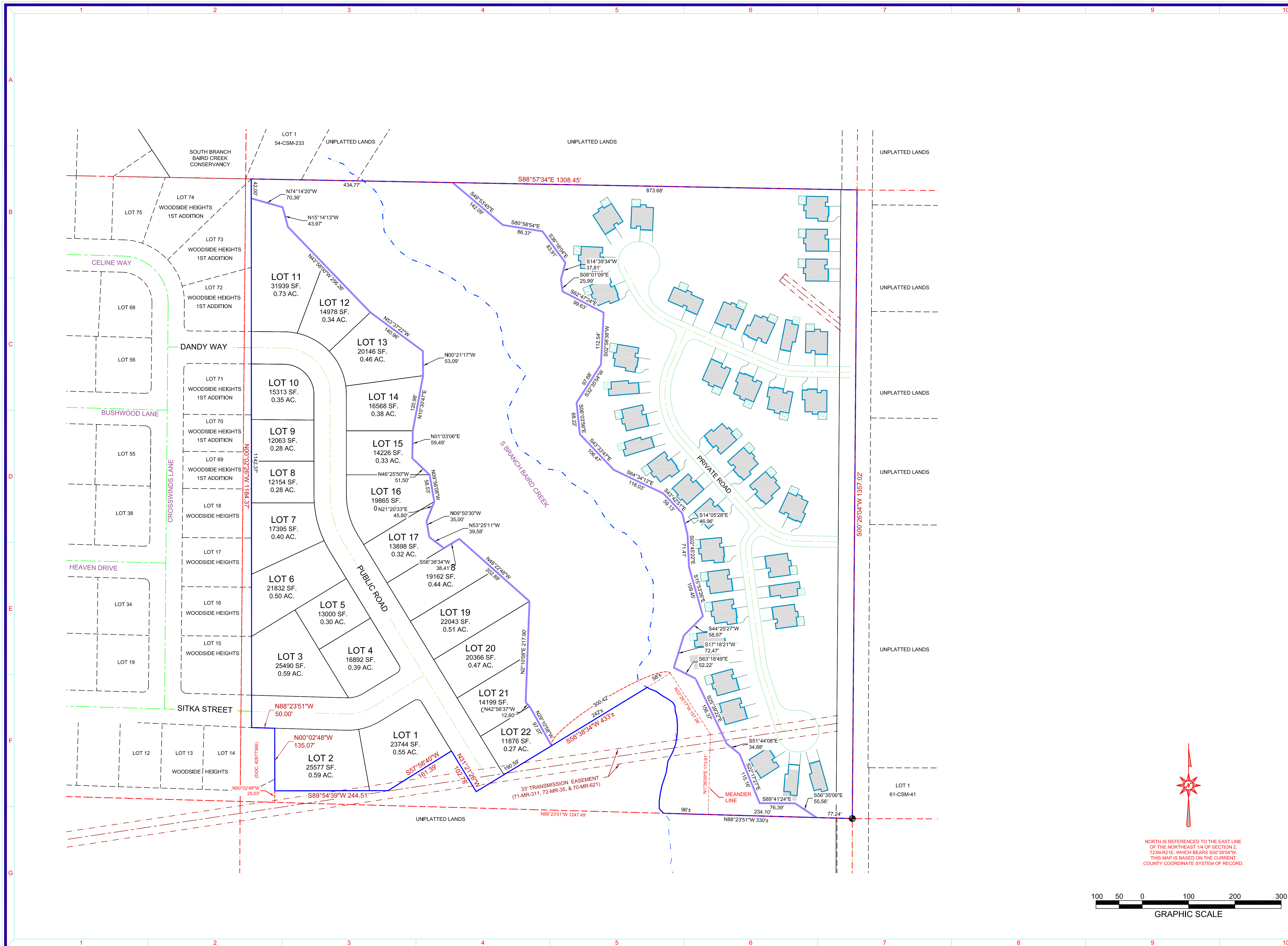
CONCEPTUAL SITE PLAN

THE WOODS

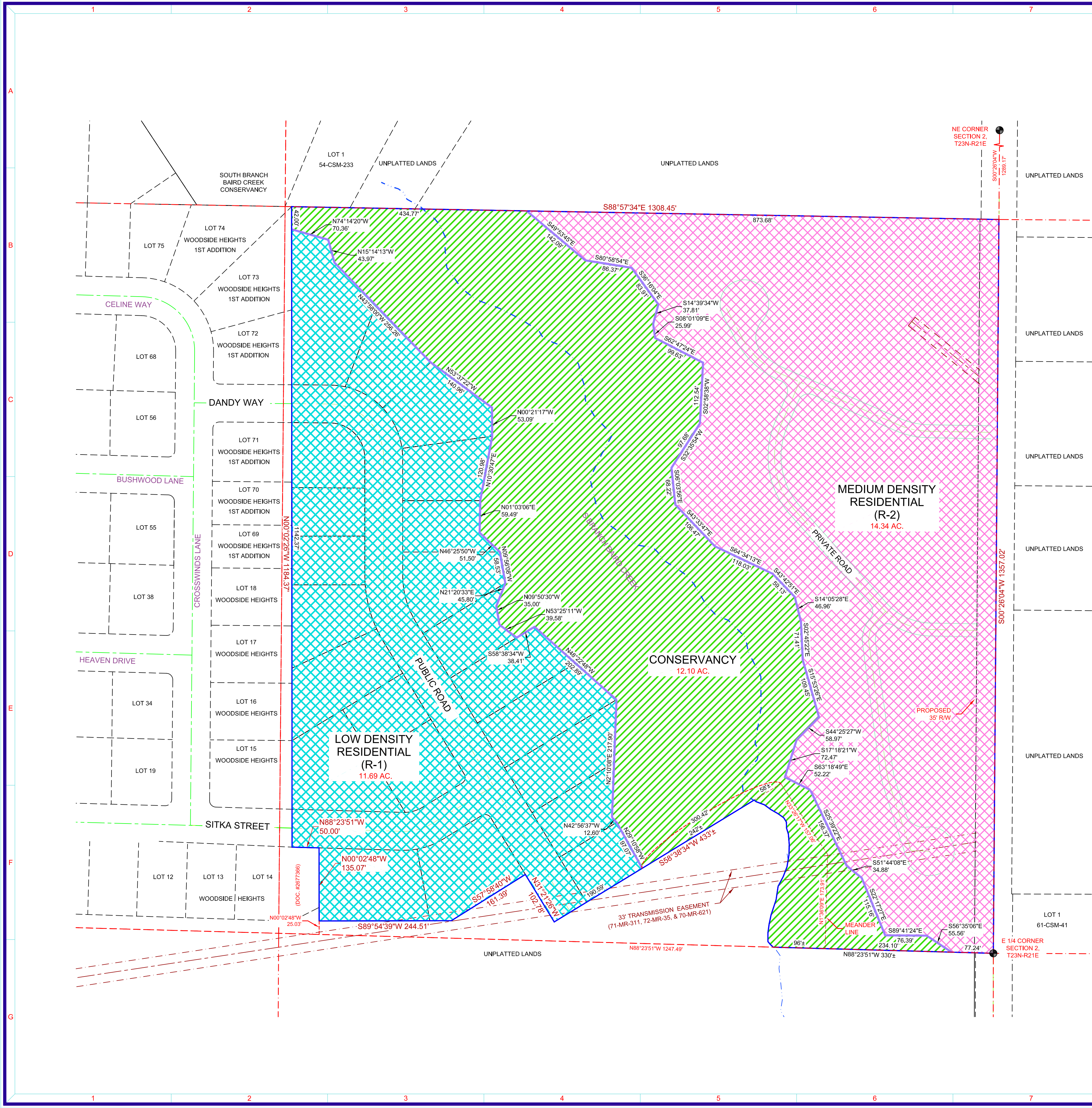
OMA/REZONE APPLICATION

[illegible]

SHEET NUMBER

FIGURE 2
O

R:\Jobs\1707-01-19 The Woods\DRAWINGS\1707-01-19 ENG 20210201.dwg 2/1/2021 2:09:35 PM



LOW DENSITY RESIDENTIAL (R-1) DESCRIPTION:
PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, T23N-R21E, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SECTION 2, T23N-R21E; THENCE N88°23'51"W, 1247.49 FEET ALONG THE SOUTH LINE OF SAID QUARTER-QUARTER; THENCE N00°02'48"W, 25.03 FEET TO THE POINT OF BEGINNING; THENCE N00°02'48"W, 135.07 FEET ALONG THE EAST LINE OF DOCUMENT #2677366, BROWN COUNTY RECORDS; THENCE N88°23'51"W, 50.00 FEET ALONG THE NORTH LINE OF SAID DOCUMENT; THENCE N00°02'26"W, 1142.37 FEET ALONG THE EAST LINE OF WOODSIDE HEIGHTS PLAT, RECORDED IN VOLUME 22, PLATS, PAGE 42 (DOCUMENT #2009014) AND WOODSIDE HEIGHTS 1ST ADDITION, RECORDED IN VOLUME 22, PLATS, PAGE 104 (DOCUMENT #2092460), BROWN COUNTY RECORDS; THENCE S74°14'20"E, 70.36 FEET; THENCE S15°14'13"E, 43.97 FEET; THENCE S43°58'00"E, 256.26 FEET; THENCE S53°37'22"E, 140.96 FEET; THENCE S00°21'17"E, 53.09 FEET; THENCE S10°30'47"W, 120.98 FEET; THENCE S01°03'06"W, 59.49 FEET; THENCE S46°25'50"E, 51.50 FEET; THENCE S09°56'08"E, 58.53 FEET; THENCE S21°20'33"W, 45.80 FEET; THENCE S09°50'30"E, 35.00 FEET; THENCE S53°25'11"E, 39.58 FEET; THENCE N58°38'34"E, 38.41 FEET; THENCE S48°22'48"E, 202.89 FEET; THENCE S02°10'08"W, 116.36 FEET; THENCE S42°56'37"E, 12.60 FEET; THENCE S29°10'58"E, 97.07 FEET; THENCE S58°38'34"W, 190.59 FEET; THENCE N31°21'26"W, 102.78 FEET; THENCE S57°58'40"W, 161.39 FEET; THENCE S89°54'39"W, 244.51 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 509,346 SQUARE FEET / 11.69 ACRES, MORE OR LESS.
PARCEL SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

CONSERVANCY DESCRIPTION:
PART OF THE SOUTHEAST 1/4 OF SECTION 2, T23N-R21E, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST 1/4 OF SECTION 2, T23N-R21E; THENCE S00°26'04"W, 1289.17 FEET ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE N88°57'34"W, 873.68 FEET ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION, TO THE POINT OF BEGINNING; THENCE S49°53'45"E, 142.09 FEET; THENCE S80°58'54"E, 86.37 FEET; THENCE S36°16'04"E, 83.91 FEET; THENCE S34°39'34"W, 37.81 FEET; THENCE S08°01'09"E, 25.99 FEET; THENCE S62°47'24"E, 99.63 FEET; THENCE S02°58'38"W, 112.54 FEET; THENCE S32°35'54"W, 97.68 FEET; THENCE S06°03'56"E, 68.22 FEET; THENCE S43°33'47"E, 106.47 FEET; THENCE S64°34'13"E, 118.03 FEET; THENCE S43°42'51"E, 59.13 FEET; THENCE S14°05'28"E, 46.96 FEET; THENCE S02°45'22"E, 71.41 FEET; THENCE S15°53'26"E, 109.45 FEET; THENCE S44°25'27"W, 58.97 FEET; THENCE S17°18'21"W, 72.47 FEET; THENCE S63°18'49"E, 52.22 FEET; THENCE S25°39'22"E, 156.37 FEET; THENCE S51°44'08"E, 34.88 FEET; THENCE S22°17'27"E, 115.16 FEET; THENCE S89°41'24"E, 76.39 FEET; THENCE S56°35'06"E, 55.56 FEET TO THE SOUTH LINE OF SAID QUARTER-QUARTER; THENCE N88°23'51"W, 234.10 FEET ALONG SAID SOUTH LINE TO THE STARTING POINT OF A MEANDER LINE, SAID POINT BEING S88°23'51"E, 96 FEET, MORE OR LESS, FROM THE CENTERLINE OF THE SOUTH BRANCH OF BAIRD CREEK; THENCE N01°36'09"E, 173.91 FEET ALONG SAID MEANDER LINE; THENCE N32°26'17"W, 157.06 FEET TO THE ENDING POINT OF SAID MEANDER LINE, SAID POINT BEING S58°38'34"E, 58 FEET, MORE OR LESS, FROM THE CENTERLINE OF SAID CREEK; THENCE S58°38'34"W, 300.42 FEET; THENCE N29°10'58"W, 97.07 FEET; THENCE N42°56'37"W, 12.60 FEET; THENCE N02°10'08"E, 217.90 FEET; THENCE N48°22'48"W, 202.89 FEET; THENCE S58°38'34"W, 38.41 FEET; THENCE N53°25'11"W, 39.58 FEET; THENCE N09°50'30"W, 35.00 FEET; THENCE N21°20'33"E, 45.80 FEET; THENCE N09°56'08"W, 58.53 FEET; THENCE N46°25'50"W, 51.50 FEET; THENCE N01°03'06"E, 59.49 FEET; THENCE N10°30'47"E, 120.98 FEET; THENCE N00°21'17"W, 53.09 FEET; THENCE N53°37'22"W, 140.96 FEET; THENCE N48°58'00"W, 256.26 FEET; THENCE N15°14'13"W, 43.97 FEET; THENCE N74°14'20"W, 70.36 FEET TO THE EAST LINE OF LOT 73 OF WOODSIDE HEIGHTS 1ST ADDITION, RECORDED IN VOLUME 22, PLATS, PAGE 104 (DOCUMENT #2092460), BROWN COUNTY RECORDS; THENCE N00°02'26"W, 42.00 FEET ALONG SAID LINE; THENCE S88°57'34"E, 434.77 FEET ALONG THE NORTH LINE OF SAID QUARTER-QUARTER TO THE POINT OF BEGINNING. PARCEL INCLUDES ALL LANDS LYING BETWEEN THE MEANDER LINE AND THE CENTERLINE OF THE SOUTH BRANCH OF BAIRD CREEK

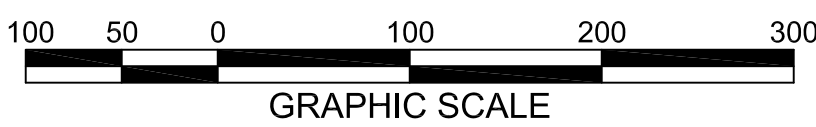
PARCEL CONTAINS 505,003 SQUARE FEET / 11.59 ACRES, MORE OR LESS, TO THE MEANDER LINE AND SECTION LINE.
PARCEL CONTAINS 527,179 SQUARE FEET / 12.10 ACRES, MORE OR LESS, TO THE CENTERLINE OF THE CREEK.
PARCEL SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

MEDIUM DENSITY RESIDENTIAL (R-2) DESCRIPTION:
PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, T23N-R21E, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST 1/4 CORNER OF SECTION 2, T23N-R21E; THENCE N88°23'51"W, 77.24 FEET ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE N56°35'06"W, 55.56 FEET; THENCE N89°41'24"W, 76.39 FEET; THENCE N22°17'27"W, 115.16 FEET; THENCE N51°44'08"W, 34.88 FEET; THENCE N25°39'22"W, 156.37 FEET; THENCE N63°18'49"W, 52.22 FEET; THENCE N17°18'21"E, 72.47 FEET; THENCE N44°25'27"E, 58.97 FEET; THENCE N15°53'26"W, 109.45 FEET; THENCE N02°45'22"W, 71.41 FEET; THENCE N14°05'28"W, 46.96 FEET; THENCE N43°42'51"W, 59.13 FEET; THENCE N64°34'13"W, 118.03 FEET; THENCE N43°33'47"W, 106.47 FEET; THENCE N06°03'56"W, 68.22 FEET; THENCE N32°35'54"E, 97.68 FEET; THENCE N02°58'38"E, 112.54 FEET; THENCE N62°47'24"W, 99.63 FEET; THENCE N08°01'09"W, 25.99 FEET; THENCE N14°39'34"E, 37.81 FEET; THENCE N36°16'04"W, 83.91 FEET; THENCE N80°58'54"W, 86.37 FEET; THENCE N49°53'45"W, 142.09 FEET TO THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE S88°57'34"E, 873.68 FEET ALONG SAID NORTH LINE; THENCE S00°26'04"W, 1357.02 FEET ALONG THE EAST LINE OF SAID QUARTER-QUARTER TO THE POINT OF BEGINNING. PARCEL INCLUDES ALL LANDS LYING BETWEEN THE MEANDER LINE AND THE CENTERLINE OF THE SOUTH BRANCH OF BAIRD CREEK

PARCEL CONTAINS 624,661 SQUARE FEET / 14.34 ACRES, MORE OR LESS.
PARCEL SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

- LOW DENSITY (R-1)
- CONSERVANCY
- MEDIUM DENSITY (R-2)

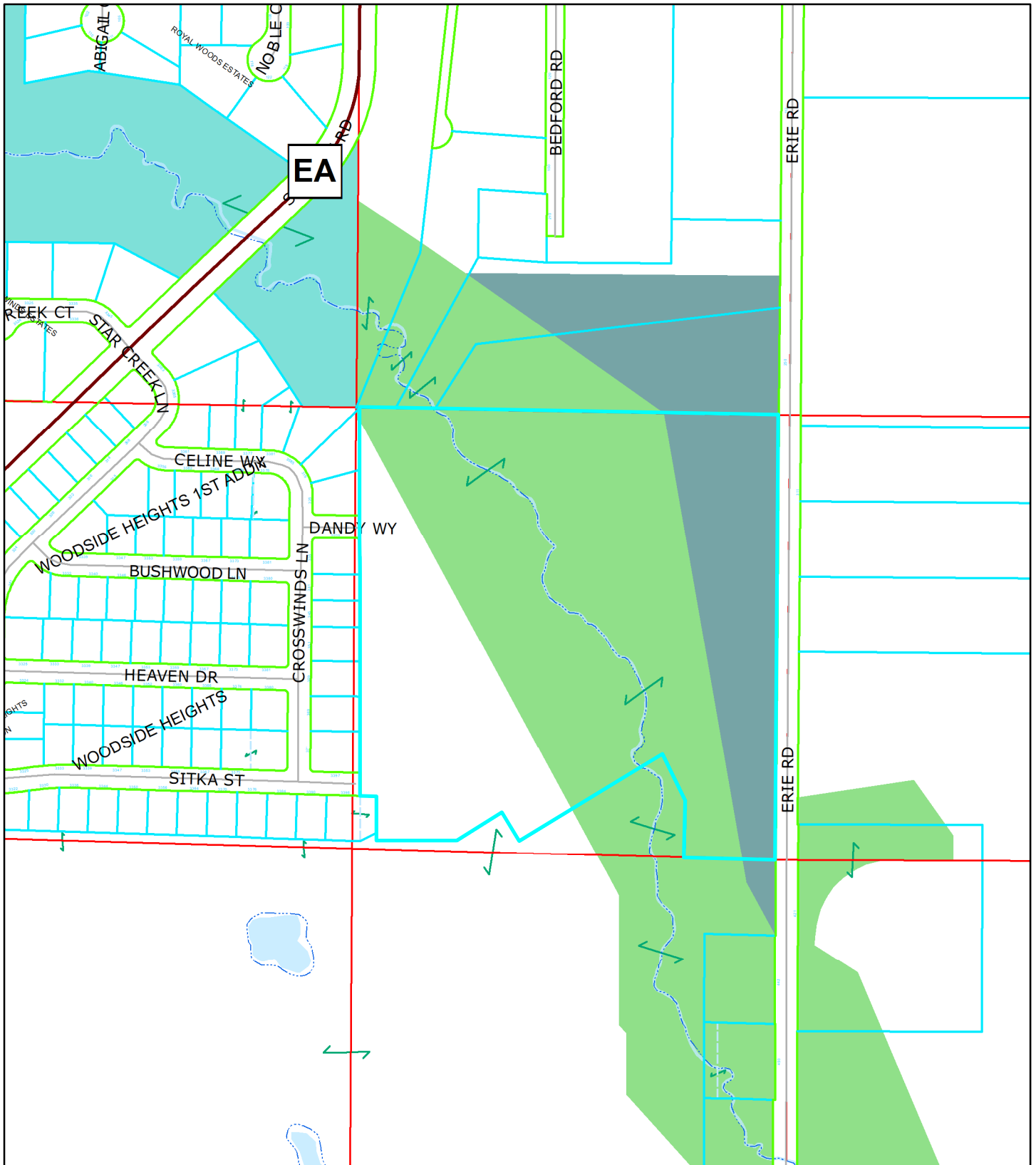


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PROFESSIONAL SEAL		OFFICIAL MAP AMENDMENT		THE WOODS		OMA/REZONE APPLICATION	
						</	



0 115 230 460 Feet

OMA 21-01 Existing Greenway Boundaries

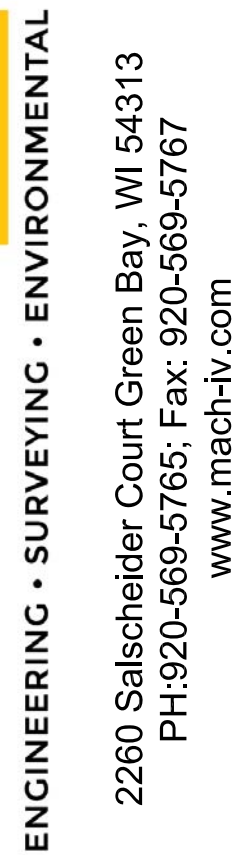
Parks

TYPE

- Designated Greenway
- Greenway
- Proposed Greenway



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 09 Feb 2021 X:\Planning\Basemaps\template_8.5x11.mxd



THE WOODS APPRAISAL EXHIBIT

JANUARY 29, 2021 MEETING WITH CITY

							REVISION DESCRIPTION
							NO.

DATE: 01/29/2021

DRAFTED BY: RPH

CHECKED BY:

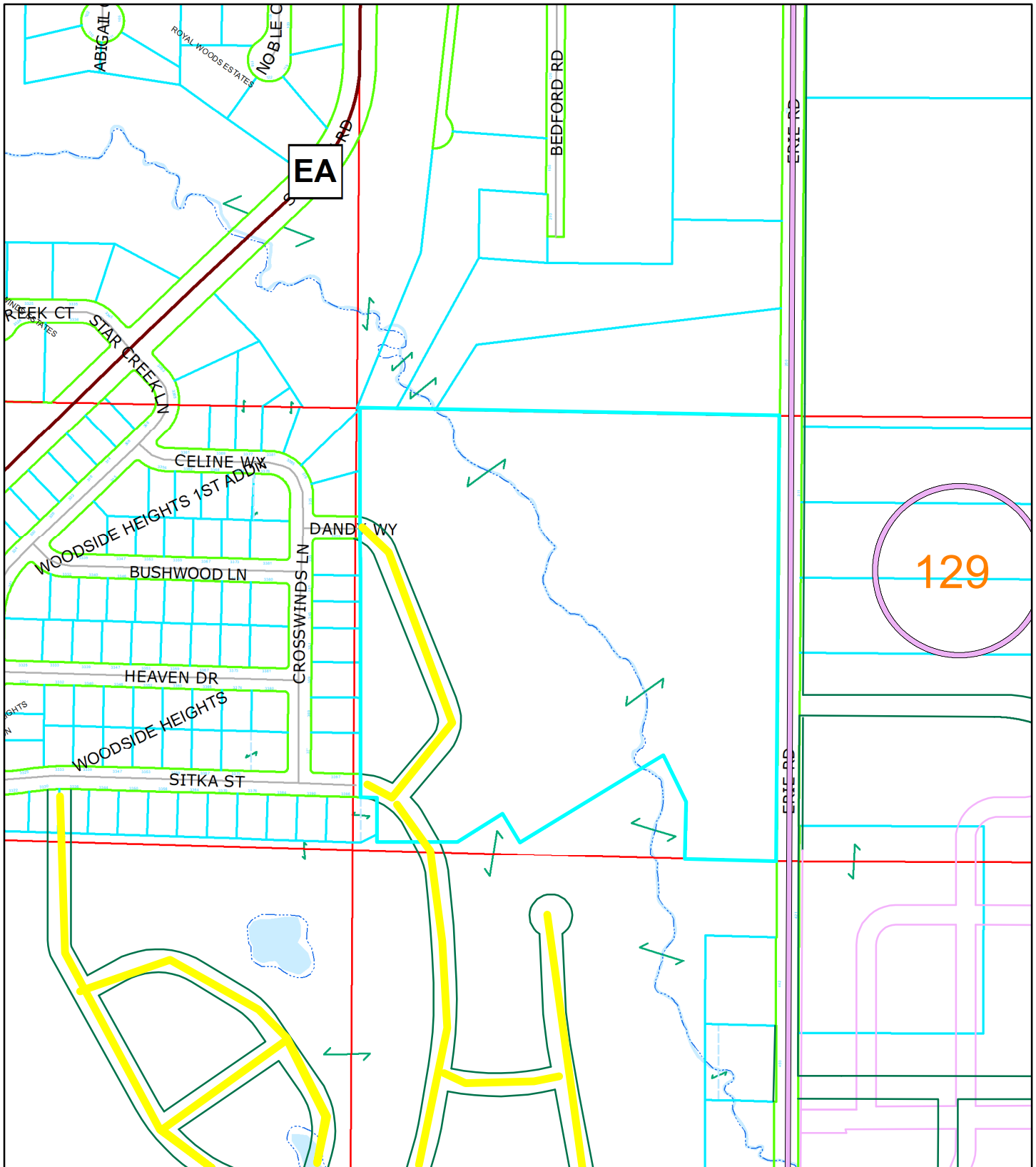
PROJECT NO.: 1707-01-19

DRAWING NUMBER	
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SHEET NUMBER

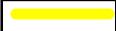
1

OF 1



0 115 230 460 Feet

OMA 21-01 Existing & Future Roadway Pattern

 Future Road Pattern

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To: Green Bay Plan Commission meeting of February 22, 2021

Re: Proposed Redevelopment of portions of Woods Golf Course

We are Patrick and Barbara Ryan living at 341 Crosswinds Lane in Green Bay. Our back yard is on the back nine, specifically the #12 fairway, of the Woods Golf Course. We are in receipt of the letter and attachments from the Department of Community and Economic Development dated February 11, 2021. However, the letter does not provide a proposed timeline for the redevelopment of the Woods Golf Course and its phases. Such a timeline would be helpful in considering our future at this address.

We oppose the proposed redevelopment of the Woods back nine and the resulting construction projects for several reasons:

1. Heavy construction traffic must pass through the residential streets of the Woodside Heights neighborhood for a number of years resulting in dirt, noise, vibration and damage to infrastructure and safety issues for children, parents, and the elderly. Further the increased residential traffic will use just one or two streets for all time.
2. At the present time storm water and snowmelt flows to the west, in the direction of several properties on Crosswinds Lane which parallels the 12th fairway. This could be exacerbated by any elevation changes especially along the 12th fairway. We are concerned that storm water will flow directly on to adjacent properties as individual new home builders increase their property elevation.
3. The traffic, the loss of the environmental green space and the recreational resource will result in a reduction in property value of those living in the Woodside Heights neighborhood, especially those living on Crosswinds Lane. There will also be a big impact on the wildlife in the area.
4. We, as affected property owners and taxpayers, respectfully request that these rezoning procedures be delayed until public meetings can be held in person. The virtual presentation provided by the developer and the printed materials were inadequate to accurately illustrate this development.

Unfortunately, at this point it appears that there will be no opportunities for taxpaying residents to appear in person to register opposition or support of the proposed rezoning or the amendment to the Green Bay Comprehensive Plan. Many are unequipped or uncomfortable with Zoom or other virtual meeting technology. Further, the in-person presence of a tax paying resident has a greater affect upon decision makers than does a muted face on a computer screen.

5. Finally, assuming that the Redevelopment of the Woods will go forward we request that an aesthetic barrier (for example a planted berm) be placed to the rear of the Crosswinds properties.

Thank you for your consideration of this matter.

Patrick and Barbara Ryan

Pryan83127@aol.com



Report to the Green Bay Plan Commission

MEETING DATE

March 2, 2021

PREPARED BY

Wendy Townsend, Economic
Coordinator

AGENDA ITEM # M.3

To approve the Downtown Green Bay Inc. (DGBI) Business Improvement District's (BID) year end reporting for 2019 and 2020.

BACKGROUND

The Planning Commission is required to review the year end financial reports of each Business Improvement Districts(BID) in accordance with the BID handbook.

RECOMMENDATION

Staff is recommending approval the annual financial reports as submitted for 2019 and 2020.

FISCAL IMPACT

ATTACHMENTS

1. 2020 & 2019 DGBI Budget vs. Actuals for Planning Commission
2. DGBI, Charities and OMSI 2020 and 2019 Financial Notes for Planning Commission

DGBI & Charities 2020 & 2019 Budget vs. Actuals								
					2020 Budget	2020 Final	2019 Budget	2019 Final
Income								
4030 · Contributions Income								
			4071 · OMSI Administrative Fees		\$68,848	\$68,848	\$65,065	\$65,065
			4072A · Special Events Revenue/Sponsorships (Charities)		\$310,010	\$184,027	\$289,750	\$301,894
			4077 · Stadium Tax \$ Reimbursement-DGBI		\$0	\$0	\$2,900	\$2,900
7010 Interest Income (Money Market Account) & Misc.					\$1,500	\$57	\$0	\$1,881
			SBA EIDL Loan Reimbursement			\$7,000		
4740 · BID Revenue					\$265,762	\$267,724	\$224,099	\$222,973
Total Income					\$646,120	\$527,656	\$581,814	\$594,713
Expense								
Total 5800 · Administrative Expense								
			DGBI Staff		\$125,981	\$127,151	\$119,350	\$121,797
			OMSI Staff		\$56,360	\$56,883	\$53,890	\$53,091
			Charities Staff		\$149,189	\$150,573	\$137,760	\$137,412
			SEP Contribution		\$8,544	\$7,490	\$7,185	\$6,429
			Payroll Taxes		\$25,000	\$26,439	\$25,000	\$26,157
			Workmen's Comp		\$1,800	\$1,180	\$2,000	\$1,654
			Employee Health Insurance		\$3,000	\$3,000	\$0	\$750
			*Gray columns to be paid 62% by OMSI & Charities					
Total Admin including DGBI, OMSI & Charities Staffing					\$369,874	\$372,714	\$345,185	\$347,288
6000 · Operating Expense								
			6020 · Building Rent & Utilities		\$24,600	\$23,520	\$14,500	\$21,494
			6060 · Telephone & Internet		\$4,000	\$2,915	\$3,500	\$6,717
			6084 · Business Insurance		\$8,000	\$4,796	\$9,000	\$6,738
			6100 · Office Supplies		\$2,200	\$758	\$2,210	\$2,370
			6120 · Postage		\$250	\$165	\$250	\$268
			6140 · Dues and Subscriptions		\$1,600	\$1,732	\$1,500	\$1,530
			6150 · Banking Charges		\$800	\$242	\$700	\$697
			6160 · Non-Profit Licenses/Fees/Personal Prop. Taxes		\$100	\$116	\$100	\$172
			6220 · Accounting (Audit)		\$11,500	\$11,950	\$11,000	\$10,905
			6240 · Training/Education/Staff Search/Recruitment		\$1,500	\$893	\$1,500	\$3,609
			6300 · Business Expense/Travel/Meetings/Parking/Misc.		\$2,500	\$1,904	\$2,500	\$2,434
			6420 · Repairs & Maintenance		\$1,434	\$593	\$2,000	\$1,121
			6490 · Equipment, Copy Machine, Technology		\$2,500	\$3,200	\$3,000	\$8,193
			6490A-Office 365		\$750	\$694	\$750	\$696
Total 6000 · Operating Expense					\$61,734	\$53,477	\$52,510	\$66,944
6800 · Program Expense								
			6830 · Physical Improvements		\$16,700	\$13,226	\$7,700	\$8,114
			6840 · Business Development		\$12,875	\$3,994	\$13,625	\$14,419
			6860 · Marketing & Public Relations		\$28,322	\$9,732	\$20,233	\$23,818
			Special Event Expenses		\$156,615	\$103,046	\$142,561	\$156,580
Total Program & Special Event Expenses					\$214,512	\$129,998	\$184,119	\$202,930
Total Expense					\$646,120	\$556,189	\$581,814	\$617,162
Net Income					\$0	-\$28,533	\$0	-\$22,449
*DGBI Received a PPP Loan of \$67,270 in August of 2020. This is not recorded as income in 2020 although it did get used to pay for payroll to keep all of our staff members on board throughout the year. We anticipate the loan to be forgiven in 2021 and it will be recorded as income for 2021.								

DGBI, DGBI Charities, and OMSI 2020 and 2019 Budget vs. Actual Financial Notes

Charities 2019 (Downtown Green Bay Charities is the 501C3 organization that contains Events and Sponsorships)

The Charities financials reflect how successful our events and sponsorships were in 2019. We took in over \$12,000 what was budgeted. Our expenses were also higher due to a few new food events that were added, a new event sound system, and sponsorships of other local events including a partnership with sporting events at UWGB.

Charities 2020 (Downtown Green Bay Charities is the 501C3 organization that contains Events and Sponsorships)

The totals from 2020 tell the story of a budget created with the assumption of successful events and sponsorship renewals as in 2019, but then dashed due to Covid-19. We saw a reduction in income of \$125,983 what we budgeted for. We were able to safely hold the Saturday Farmers Market with an extended season. We received a grant from Wello and anticipate receiving CARES funds from the City of GB to offset the expenses incurred by this event. We were able to pivot Nicolet Bank Dine on the Deck to a Dine Downtown Initiative that directly helped the restaurants in the district. We also provided a Downtown Delivers virtual concert series in the spring of 2020. In November, we were able to light up the City Deck to bring people safely downtown and increase foot traffic. This was funded 50% by American Foods Group and 50% by DGBI Charities.

DGBI 2019

The income for DGBI and Charities combined in 2019 exceeded what was budgeted for by over \$12,000. The total expenses for both DGBI and Charities combined were about \$35,000 over what was budgeted. This is mainly because we increased our office space by acquiring the suite next to us that became available at the end of 2018 and was not included in the budget. There was an increase in rent and utilities in addition to the cost of improvements to the space (carpeting/painting/phone system/furnishings).

DGBI 2020

The amount of income through BID dollars was received as expected. The main loss of income was due to the cancellation of events and loss of sponsorships as indicated by the Charities totals. DGBI did receive \$7000 in an SBA EIDL Advance which is recorded in the 2020 financials. Late in the year we also became eligible for and received a PPP loan for \$67,270. We anticipate the loan to be forgiven in 2021 and recorded as income then. Operating and Program expenses were reduced in several areas for DGBI. In total with DGBI and Charities combined, we did fall short on our budget by \$28,533. However, the PPP loan funds were used to cover this shortfall and we did not need to reduce staff members. Because we had a reduction in events, our Event Manager and Farmers Market Manager were redirected to assist with placemaking, physical improvements, and business development initiatives. The Staff also worked together on developing a 2-3 year Strategic Plan to focus on our mission and to formulate how we will help our businesses rebound out of the pandemic.

OMSI 2019

Olde Main Street had a very successful year by holding many events to bring foot traffic and awareness to the district including Summer Solstice Celebration and Summer in the Park concert series in Whitney Park. Funding was strong due to event and corporate sponsorships in addition to the BID revenues received. Our expenses were very in line with what was budgeted and we ended the year with a net income of \$1700.

OMSI 2020

The BID funding came in close to what was anticipated, but we did fall short on income due to loss of some sponsorships and event revenue because of the pandemic. In most Admin, Operating, and Program categories we were able to cut our budget and keep expenses down. Two initiatives had a higher cost than budgeted. One was Public Art where we were able to create and install the frog and toad sculptures on the Poms Building on Main Street. This was paid for partly by a sponsorship from Poms originally intended for Summer in the Park concert series, then retargeted for the sculptures. The other large expense was for Small Business Saturday packages put together to assist the artists in our community with supplies and programming during the pandemic. This was a cooperative effort with The Art Garage, SAGE, and NWTC Artisan Center. It was paid for partly by a sponsorship from Tundraland originally received for a Summer Solstice sponsorship. The financials reflect a net loss of \$7091.00 that was covered by reserve funds.



Report to the Green Bay Plan Commission

MEETING DATE

March 2, 2021

PREPARED BY

Wendy Townsend, Economic
Coordinator

AGENDA ITEM # M.4

To approve the Military Avenue Business Improvement District's (BID) year end reporting for 2019 and 2020.

BACKGROUND

The Planning Commission is required to review the year end financial reports of each Business Improvement Districts(BID) in accordance with the BID handbook.

RECOMMENDATION

Staff is recommending approval the annual financial reports as submitted for 2019 and 2020.

FISCAL IMPACT

ATTACHMENTS

I. SKM_C3320i21020917000

Military Avenue BID

2019 and 2020 Operating Plan vs Budget and Actual

2019 Operating Plan *See the green highlighted sheet.*

Budget was changed by + \$1,600 for small corrections to \$95,063

End-of-Year spending was under-spent by \$9,346

2020 Operating Plan *See the blue highlighted sheet.*

Budget was changed by +\$27,826 for Public Amenities to \$153,814

End-of-Year spending was under-spent by \$59,745.

Cause: No public planning exercise was held to gather ideas for public amenities. Pandemic was the cause to not gather. The rest of the under-spending was closer to 10% of the budget.

Military Avenue Business Inc.			31-Dec-20			
			2020 Op Plan Budget	2020 Approved 9.11.19	Activity to date	Over+ Under-
Revenue						
301	BID Assessments			98,710.00	91,693.00	-7017.00
302	Donations/Partnerships			2,000.00	250.00	-1750.00
303	Grants-restricted income			5,000.00	4,000.00	-1000.00
310	Event Funds/Sponsorships			3,000.00	10,383.00	7383.00
	310.4 EBT				0.00	0.00
380	Interest Income			1,000.00	934.57	-65.43
311	In-kind contributions				0.00	0.00
390	(-) Projected delinquent assessments			-3,948.00	7,895.00	11843.00
	Carry over per audit/review	Review Approved 3/4/2020		74,952.00	74,952.00	0.00
Total Revenue			178,814	180,714.00	190,107.57	-9393.57
Expenses						
	Personnel		47,328.00		47,447.88	119.88
513	Wages and Staff			43,500.00	43,500.00	0.00
251	Taxes/fees 7.65%			3,328.00	3,327.73	-0.27
	Intern education allowance			0.00	0.00	0.00
525	Training/Education (Dir.)			500.00	620.15	120.15
Operating Expenses			14,800.00		13,522.06	-1,277.94
579	Rent			5,400.00	5,400.00	0.00
555	Insurance and Wkrs Comp Ins			2,600.00	1,443.00	-1,157.00
581	Office Supplies			400.00	506.39	106.39
	Office Equipment			400.00		-400.00
531	Office Printer Lease			1,800.00	2,107.37	307.37
561	Legal/Accounting			2,000.00	1,614.02	-385.98
533	Audit			2,250.00	1,890.00	-360.00
541	Grant expenses			100.00	0.00	-100.00
510	Dues and Subscriptions			350.00	413.99	63.99
523	Postage			200.00	106.70	-93.30
596	Bank fees			50.00	40.59	-9.41
529	Biz Retention/Biz Pop Up			0.00		
Technology			1,500.00		1,346.96	-153.04
549	Computers (+maintenance)			500.00	76.25	-423.75
585	Internet/phone			1,000.00	1,270.71	270.71
Direct Program Expenses						
	DESIGN		16,485.00		18,365.76	1,880.76
519	Façade grant program			0.00	0.00	0.00
504	Street Planters			11,750.00	9,775.33	-1,974.67
548	Median Lawn Maintenance			500.00	0.00	-500.00
557	Street Décor/Banners			4,060.00	4,591.76	531.76
571	Gateway			1,000.00	3,023.67	2,023.67
ADDED After Op Plan	Public Amenities *			27,826.00	975.00	-26,851.00
ECONOMIC DEVELOPMENT			31,000.00		521.80	-30,478.20
546	Business Recruit/Support			1,000.00	521.80	-478.20
	Planning/Visioning			30,000.00	0.00	-30,000.00
EVENTS			10,200.00		9,789.29	-410.71
535	Events			10,000.00	9,699.29	-300.71
535.4	Event/ EBT					0.00
507	Licenses & Fees			200.00	90.00	-110.00
ORGANIZATION			3,100.00		3,074.84	-25.16
501	Marketing/Adv			2,600.00	2,199.04	-400.96
506	Website/Social Media			500.00	875.80	375.80
OTHER EXPENSE			0.00		0.00	0.00
508	Donations			0.00	0.00	0.00
526	Theft			0.00	0.00	0.00
	Restricted Grant			0.00	0.00	0.00
Total Expenses				153,814.00	94,068.59	
BALANCE				26,900.00	96,038.98	

Military Avenue Business Inc.				31-Dec-19				
					2019 APPROVED BUDGET 9/12/18	Activity date to	Over+ OR Under-	
REVENUE				2019 Budget				
301	BID Assessments				98,710.00	93,127.00	-5583.00	
302	Donations/Sponsorships				3,000.00	1,750.00	-1250.00	
303	Grants-restricted income				5,000.00		-5000.00	
310	Event Funds				3,000.00	6,638.38	3638.38	
380	Interest Income				0.00	1,409.23	1409.23	
311	In-kind contributions						0.00	
390	(-) Projected delinquent assessments				-3,948.00	6,209.00	2261.00	
	Carry over per "review"			53,052				
Total Revenue					105,762.00	109,133.61	-3371.61	
EXPENSES								
						Activity date to		
	Personnel			47,328.00		47,543.51	215.51	
513	Wages and Staff				43,500.00	43,500.00	0.00	
251	Taxes/fees 7.65%				3,328.00	3,327.72	-0.28	
	Intern education allowance				0.00		0.00	
525	Training/Education (Dir.)				500.00	715.79	215.79	
	Operating Expenses			14,800.00		12,825.46	-1974.54	
579	Rent				4,800.00	5,050.00	250.00	
555	Insurance and Wkrs Comp Ins				2,600.00	1,669.00	-931.00	
581	Office Supplies				400.00	852.41	452.41	
	Office Equipment				400.00		-400.00	
531	Office Printer Lease			*	1,750.00	1,392.95	-357.05	
561	Legal/Accounting				2,000.00	1,536.10	-463.90	
533	Audit				2,250.00	1,750.00	-500.00	
541	Grant expenses				100.00	0.00	-100.00	
510	Dues and Subscriptions				350.00	300.00	-50.00	
523	Postage				200.00	159.00	-41.00	
596	Bank fees				50.00	36.00	-14.00	
529	Biz Retension/Biz Pop-Up					80.00	80.00	
	Technology			1,500.00		2,001.34	501.34	
549	Computers (maintenance)				500.00	778.40	278.40	
585	Internet/phone				1,000.00	1,222.94	222.94	
	Direct Program Expenses							
	DESIGN			16,485.00		14,457.25	-2027.75	
519	Façade grant program				0.00	0.00	0.00	
504	Street Planters			*	11,500.00	10,138.78	-1361.22	
548	Median Lawn Maintenance				500.00	105.13	-394.87	
557	Street Décor				4,060.00	2,921.75	-1138.25	
571	Gateway				925.00	1,291.59	366.59	
	ECONOMIC DEVELOPMENT			1,000.00		748.78	-251.22	
546	Business Recruit/Support				1,000.00	748.78	-251.22	
	EVENTS			10,250.00		5,352.92	-4897.08	
535	Events				10,000.00	5,250.92	-4749.08	
507	Licenses & Fees				250.00	102.00	-148.00	
	ORGANIZATION			2,100.00		2,787.70	687.70	
501	Marketing/Adv/Socia			*	2,600.00	2,367.70	-232.30	
506	Website				500.00	420.00	-80.00	
	OTHER EXPENSE			0.00		0.00	0.00	
508	Donations				0.00		0.00	
526	Theft				0.00		0.00	
	Restricted Grant							
	Asset, added to balance sheet							
Total Expenses					93,463.00	95,063.00	85,716.96	-9346.04
BALANCE					10,699.00	23,416.65		
* increased since budget approval +1,600 T								



Report to the Green Bay Plan Commission

MEETING DATE

March 2, 2021

PREPARED BY

Wendy Townsend, Economic
Coordinator

AGENDA ITEM # M.5

To approve the Olde Main Street Business Improvement District's (BID) year end reporting for 2019 and 2020.

BACKGROUND

The Planning Commission is required to review the year end financial reports of each Business Improvement Districts(BID) as stated in the BID handbook.

RECOMMENDATION

Staff is recommending approval the annual financial reports as submitted for 2019 and 2020.

FISCAL IMPACT

ATTACHMENTS

1. 2020 & 2019 OMSI Budget vs. Actuals for Planning Commission
2. DGBI, Charities and OMSI 2020 and 2019 Financial Notes for Planning Commission

OMSI 2020 and 2019 Budget vs. Actuals				
	2020 Budget	2020 Final	2019 Budget	2019 Final
Revenues				
BID Assessments	\$56,942	\$54,533	\$57,734	\$58,581
Contributions & Sponsorships*	\$50,650	\$37,098	\$40,425	\$45,529
Planter Program Revenue	\$7,600	\$8,550	\$7,600	\$8,000
Prior Period Reserves			\$7,529	
Total Revenue	\$115,192	\$100,181	\$113,288	\$112,110
Expenses				
Administrative Fees to DGBI	\$68,848	\$68,848	\$65,065	\$65,065
Operating				
Insurance	\$2,300	\$2,261	\$2,200	\$2,210
Postage & Meetings & Misc.	\$300	\$200	\$335	\$543
Legal/Accounting/Audit	\$8,000	\$7,470	\$7,600	\$7,895
Training/Education/Mileage/Dues & Subs.	\$500	\$406	\$700	\$283
Equipment/Office Supplies	\$700	\$551	\$1,000	\$1,054
Total Admin & Operating Expense	\$80,648	\$79,735	\$76,900	\$77,049
Programs				
Physical Improvements				
Greenspace/Planter Program	\$12,000	\$10,453	\$12,000	\$10,728
District Appearance	\$500	\$407	\$100	\$23
Three Corner Marker Flag	\$300	\$233	\$300	\$270
Holiday Decorations and Banner Maint.	\$1,000	\$433	\$100	\$775
Public Art	\$0	\$7,654	\$0	\$0
<i>Total Physical Improvements</i>	<i>\$13,800</i>	<i>\$19,180</i>	<i>\$12,500</i>	<i>\$11,796</i>
Business Development				
Business Recruitment & Retention	\$1,125	\$123	\$2,250	\$1,822
<i>Total Business Development</i>	<i>\$1,125</i>	<i>\$123</i>	<i>\$2,250</i>	<i>\$1,822</i>
Marketing & Events				
Website	\$1,644	\$842	\$1,219	\$3,744
Branding/Guides/Public Awareness	\$3,510	\$1,342	\$5,409	\$4,484
Gallery Nite/Art Events	\$3,000		\$3,310	\$1,567
Summer in the Park	\$4,000		\$4,500	\$3,682
Mardi Gras on Main	\$0		\$1,950	\$0
Theater / Comedy in the Park	\$1,500	\$1,000	\$550	\$1,388
Annual Meeting	\$650	\$957	\$400	\$625
Small Business Saturday	\$400	\$3,750		\$351
Summer Solstice	\$3,800		\$3,800	\$3,695
Galentines Day	\$200	\$343	\$500	\$196
New Events/Music	\$500			
<i>Total Marketing and Events</i>	<i>\$19,204</i>	<i>\$8,234</i>	<i>\$21,638</i>	<i>\$19,733</i>
Total Programs	\$34,129	\$27,537	\$36,388	\$33,351
Total Expense	\$114,777	\$107,272	\$113,288	\$110,401
Net Income	\$ 415	\$ (7,091)	\$ -	\$ 1,709

DGBI, DGBI Charities, and OMSI 2020 and 2019 Budget vs. Actual Financial Notes

Charities 2019 (Downtown Green Bay Charities is the 501C3 organization that contains Events and Sponsorships)

The Charities financials reflect how successful our events and sponsorships were in 2019. We took in over \$12,000 what was budgeted. Our expenses were also higher due to a few new food events that were added, a new event sound system, and sponsorships of other local events including a partnership with sporting events at UWGB.

Charities 2020 (Downtown Green Bay Charities is the 501C3 organization that contains Events and Sponsorships)

The totals from 2020 tell the story of a budget created with the assumption of successful events and sponsorship renewals as in 2019, but then dashed due to Covid-19. We saw a reduction in income of \$125,983 what we budgeted for. We were able to safely hold the Saturday Farmers Market with an extended season. We received a grant from Wello and anticipate receiving CARES funds from the City of GB to offset the expenses incurred by this event. We were able to pivot Nicolet Bank Dine on the Deck to a Dine Downtown Initiative that directly helped the restaurants in the district. We also provided a Downtown Delivers virtual concert series in the spring of 2020. In November, we were able to light up the City Deck to bring people safely downtown and increase foot traffic. This was funded 50% by American Foods Group and 50% by DGBI Charities.

DGBI 2019

The income for DGBI and Charities combined in 2019 exceeded what was budgeted for by over \$12,000. The total expenses for both DGBI and Charities combined were about \$35,000 over what was budgeted. This is mainly because we increased our office space by acquiring the suite next to us that became available at the end of 2018 and was not included in the budget. There was an increase in rent and utilities in addition to the cost of improvements to the space (carpeting/painting/phone system/furnishings).

DGBI 2020

The amount of income through BID dollars was received as expected. The main loss of income was due to the cancellation of events and loss of sponsorships as indicated by the Charities totals. DGBI did receive \$7000 in an SBA EIDL Advance which is recorded in the 2020 financials. Late in the year we also became eligible for and received a PPP loan for \$67,270. We anticipate the loan to be forgiven in 2021 and recorded as income then. Operating and Program expenses were reduced in several areas for DGBI. In total with DGBI and Charities combined, we did fall short on our budget by \$28,533. However, the PPP loan funds were used to cover this shortfall and we did not need to reduce staff members. Because we had a reduction in events, our Event Manager and Farmers Market Manager were redirected to assist with placemaking, physical improvements, and business development initiatives. The Staff also worked together on developing a 2-3 year Strategic Plan to focus on our mission and to formulate how we will help our businesses rebound out of the pandemic.

OMSI 2019

Olde Main Street had a very successful year by holding many events to bring foot traffic and awareness to the district including Summer Solstice Celebration and Summer in the Park concert series in Whitney Park. Funding was strong due to event and corporate sponsorships in addition to the BID revenues received. Our expenses were very in line with what was budgeted and we ended the year with a net income of \$1700.

OMSI 2020

The BID funding came in close to what was anticipated, but we did fall short on income due to loss of some sponsorships and event revenue because of the pandemic. In most Admin, Operating, and Program categories we were able to cut our budget and keep expenses down. Two initiatives had a higher cost than budgeted. One was Public Art where we were able to create and install the frog and toad sculptures on the Poms Building on Main Street. This was paid for partly by a sponsorship from Poms originally intended for Summer in the Park concert series, then retargeted for the sculptures. The other large expense was for Small Business Saturday packages put together to assist the artists in our community with supplies and programming during the pandemic. This was a cooperative effort with The Art Garage, SAGE, and NWTC Artisan Center. It was paid for partly by a sponsorship from Tundraland originally received for a Summer Solstice sponsorship. The financials reflect a net loss of \$7091.00 that was covered by reserve funds.



Report to the Green Bay Plan Commission

MEETING DATE

March 2, 2021

PREPARED BY

Wendy Townsend, Economic
Coordinator

AGENDA ITEM # M.6

To approve the On Broadway, Inc. (OBI) Business Improvement District's (BID) year end reporting for 2019 and 2020.

BACKGROUND

The Planning Commission is required to review the year end financial reports of each Business Improvement Districts(BID) in accordance with the BID handbook.

RECOMMENDATION

Staff is recommending approval the annual financial reports as submitted for 2019 and 2020.

FISCAL IMPACT

ATTACHMENTS

1. BID Report 2019
2. BID Report 2020

2019 Broadway BID

	Budget	Actual
<u>Hardscape</u>		
Lighting	\$ 10,000.00	\$ 10,000.00
Business Makeover Allocation	\$ 2,500.00	\$ 2,500.00
Annual Maintenance	\$ 15,000.00	\$ 14,102.79
Banners	\$ 20,000.00	\$ -
Total Hardscape	<u>\$ 47,500.00</u>	<u>\$ 26,602.79</u>
<u>Administrative</u>		
BBID Annual Audit	\$ 2,000.00	\$ 2,000.00
Other	\$ -	\$ 20,924.21
Total Administrative	<u>\$ 2,000.00</u>	<u>\$ 22,924.21</u>
<u>Marketing</u>		
Marketing Allowance	\$ 15,392.00	\$ 15,392.00
Total Marketing	<u>\$ 15,392.00</u>	<u>\$ 15,392.00</u>
Total	<u><u>\$ 64,892.00</u></u>	<u><u>\$ 64,919.00</u></u>
Actual BID Proceeds		
2/20/2019 BID Proceeds	\$ 62,137.00	
7/11/2019 2018 delinquent tax collection	\$ 1,435.00	
9/19/2019 2019 delinquent tax collection	\$ 1,347.00	
	<u>\$ 64,919.00</u>	

2020 Broadway BID

	Budget	Actual
<u>Hardscape</u>		
Lighting	\$ 10,000.00	\$ 5,000.00
Annual Maintenance	\$ 25,000.00	\$ 14,462.24
Seasonal Décor/Public Art	\$ 10,000.00	\$ -
Total Hardscape	<u>\$ 45,000.00</u>	<u>\$ 19,462.24</u>
<u>Administrative</u>		
BBID Annual Audit	\$ 2,000.00	\$ 2,000.00
Other	\$ -	\$ 33,640.36
Total Administrative	<u>\$ 2,000.00</u>	<u>\$ 35,640.36</u>
<u>Marketing</u>		
Marketing Allowance	\$ 16,674.00	\$ 12,632.40
Total Marketing	<u>\$ 16,674.00</u>	<u>\$ 12,632.40</u>
Total	<u><u>\$ 63,674.00</u></u>	<u><u>\$ 67,735.00</u></u>
Actual BID Proceeds		
3/5/2020 BID Proceeds	\$ 65,795.00	
11/25/2020 2020 delinquent tax collection	\$ 1,940.00	
	<u>\$ 67,735.00</u>	



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

March 2, 2021

PREPARED BY

AGENDA ITEM # N.3

To approve the Cooperative Governance Agreement and the Law Enforcement Response and Mutual Assistance Agreement between the Oneida Nation and the City of Green Bay (item was held from the 2021-02-17 Common Council meeting and referred to the 2021-03-02 Common Council meeting).

The Committee 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 Committee will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2021-03-02 Oneida Nation COGB Cooperative Governance Agreement FINAL
2. 2021-03-02 GBPD and OPD Mutual Assistance Agreement FINAL

COOPERATIVE GOVERNANCE AGREEMENT

BETWEEN

THE ONEIDA NATION

AND

THE CITY OF GREEN BAY

THIS AGREEMENT, by and between the ONEIDA NATION (the “Nation”), a federally recognized treaty tribe organized under the laws of the United States, and the CITY OF GREEN BAY (the “City”), a municipal government organized under the laws of the State of Wisconsin (each a “party” and collectively, the “parties”),

WITNESSETH:

WHEREAS, the Nation and the City have been good neighbors and desire the spirit of cooperation between the two governments to continue; and

WHEREAS, the Oneida Reservation was established pursuant to the 1838 Treaty with the Oneida, 7 Stat. 566, and encompasses approximately 65,400 acres; and

WHEREAS, the boundaries of the Oneida Reservation and the boundaries of the City overlap, and portions of the City are within the Oneida Reservation; and

WHEREAS, the Nation owns fee title to parcels of land located within the City, and the Nation may apply to have such parcels taken into trust by the United States; and

WHEREAS, the United States holds title to parcels of land within the City in trust for the benefit of the Nation; and

WHEREAS, both the Nation and the City provide services which benefit properties, residents, and the community within the Oneida Reservation and the City; and

WHEREAS, the services provided by the Nation and the City complement each other and are not intended to create duplication of services; and

WHEREAS, the City derives revenue from the taxation of real property, among other things; and

WHEREAS, lands held in trust by the United States for the benefit of the Nation are exempt from taxation under federal law due to the Nation’s status as a sovereign; and

WHEREAS, the Nation and the City enjoy a relationship of mutual trust and respect; and

WHEREAS, both the Nation and the City exercise jurisdiction and provide governmental services within their respective territories, and both the Nation and the City recognize the importance of collaborative efforts to enhance governmental services and to mitigate costs associated with providing governmental services; and

WHEREAS, the officers and officials of the City have a duty to uphold the laws of the United States and the State of Wisconsin, including complying with the terms of the 1838 Treaty; and

WHEREAS, it is mutually beneficial to the parties to put their understandings in writing;

The Nation and the City hereby agree to the following terms and conditions:

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the following meanings:
 - a. “Class III Gaming” has the meaning ascribed to it in the Indian Gaming Regulatory Act, 25 U.S.C. § 2703(8).
 - b. “Gaming Compact” means the agreement entered into by the Nation and the State of Wisconsin pursuant to the Indian Gaming Regulatory Act, 25 U.S.C. § 2701, et seq., for the conduct of Class III Gaming on the Nation’s Indian lands within the State of Wisconsin, and all amendments to such agreement.
 - c. “Oneida Reservation” or “Reservation” means the land set aside for the use and occupancy of the Nation and its Members pursuant to the 1838 Treaty with the Oneida, 7 Stat. 566, encompassing approximately 65,400 acres, and any lands added thereto pursuant to federal law.
 - d. “Tribal Fee Land” means land to which the Nation holds title in fee simple.
 - e. “Tribal Land” means Tribal Fee Land on the Reservation and Tribal Trust Land.
 - f. “Tribal Member” or “Member” means a duly enrolled member of the Nation.
 - g. “Tribal Trust Land” means land to which the United States holds title for the benefit of the Nation pursuant to federal law.
 - h. “Year” means the fiscal year beginning on October 1st of a given calendar year and ending on September 30th of the following calendar year.
2. **TERM.** The term of this Agreement shall be ten (10) years, commencing on the date the Agreement is executed by both parties, and ending on December 31, 2030, and shall automatically renew for successive five (5) year terms.

3. **LAW ENFORCEMENT MUTUAL AID.** The Oneida Police Department and the Green Bay Police Department will provide mutual aid in the form of back-up/secondary assistance for police, ambulance, emergency medical or rescue services (“Mutual Aid”). The conditions under which Mutual Aid shall be provided are set forth in full in Attachment B, which the parties may from time to time amend.

4. **INTERGOVERNMENTAL COOPERATION.** The parties agree to work collaboratively to the greatest extent possible in order to foster positive intergovernmental relationships, achieve common goals, and realize efficiencies in the delivery of programs and services, including but not limited to the following efforts:

- a. Point of Contact. The parties hereby designate the following representatives as points of contact who shall have primary responsibility for ensuring compliance, receiving notice, and ensuring continued participation under this Agreement:

City of Green Bay:

Chief of Staff
City of Green Bay
100 North Jefferson St., Rm 200
Green Bay, WI 54313

Oneida Nation:

Tribal Secretary
Intergovernmental Affairs Director
Oneida Nation
P.O. Box 365
Oneida, WI 54155

A party may only change its designated Point of Contact by providing written notice to the other party.

- b. Information Sharing. The parties will collaborate on mapping and share data bases concerning issues of mutual interest and concern, including but not limited to parcel information, zoning, land use, land ownership status, census information, archeological/historical background (with appropriate limitations on culturally sensitive sites and public access), utilities, roads and rights of way, etc.
- c. Resource Sharing. The parties agree to make equipment, supplies, and other physical assets available to each other on an at-cost or in-kind basis when permissible and feasible in order to facilitate the delivery of governmental services and to promote the common good.
- d. Cost Mitigation. The parties will actively explore ways to conserve resources through cooperation and agree to accept and review proposals from each other regarding potential cost saving measures related to the delivery of governmental programs and services.
- e. Grants and Funding Sources. The parties agree to support each other in seeking grants and other sources of funding, and agree, to the extent feasible, to share knowledge and expertise regarding grant opportunities and grant writing.

- f. Legislative Initiatives. The parties agree to share information regarding legislative initiatives on matters of mutual concern and in which their interests coincide, and each party agrees to consider the interests of the other party in determining whether to support or oppose legislative proposals.
- g. Environmental Protection. The parties each provide programs and services which protect the environment and promote human health and agree to coordinate such activities to the extent possible and to work together on public education, stormwater management, responses to spills, clean sweep programs, and the like.
- h. Departmental Meetings. Each party will identify a contact person to facilitate meetings between corresponding departmental staff of the parties in order to identify issues of concern, address emergent issues, and promote intergovernmental cooperation. The parties' contact persons are listed in Attachment A, which the parties shall update from time to time as necessary, but not less than annually.
- i. Liaisons. Each party will identify representatives to serve as liaisons to relevant boards, committees and commissions of the other party for the purpose of facilitating communication. The parties' liaisons are listed in Attachment A, which the parties shall update from time to time as necessary, but not less than annually.

5. BAY BEACH WILDLIFE SANCTUARY. The mission of the City's Bay Beach Wildlife Sanctuary (the "Sanctuary") is: "To provide an urban wildlife refuge where people can interact with wildlife, plants and other natural resources through environmental education and recreation." This mission corresponds with and complements the Nation's goals of protecting and enhancing the natural environment. Despite the City's ongoing commitment and efforts to maintain the Sanctuary, additional capital improvements, education, and services are necessary to enable the Sanctuary to fulfill its mission. In recognition of the mutual benefit of the Sanctuary to the community, the Nation agrees to make a one-time payment of \$150,000 to further the mission of the Sanctuary.

6. NEIGHBORHOOD LAND USE

- a. The Oneida Code of Laws contains zoning, building, nuisance, and other land use regulations ("Land Use Regulations") which are applicable to the Nation, Tribal Members, and individuals and businesses leasing, occupying or otherwise using Tribal Land. City ordinances addressing Land Use Regulations do not apply to the Nation or Tribal Members on the Reservation.
- b. The parties agree to work together to improve neighborhood services and recognize that communication between the parties is the best way to achieve this goal. The parties shall each identify a contact person responsible for communication regarding land use regulation issues, and Tribal staff and City staff shall meet quarterly.

- c. The City agrees to refer land use regulation issues concerning the Nation, Tribal Members, and individuals and businesses leasing, occupying or otherwise using Tribal Land to the Nation's contact person and appropriate tribal staff. The Nation agrees to refer neighborhood peace and safety issues concerning nonmembers on non-tribal land to the City's contact person and appropriate city staff.
- d. The parties' contact persons and staff members are listed in Attachment A, which the parties shall update from time to time as necessary, but not less than annually.

7. PUBLIC IMPROVEMENTS.

- a. Residential Street Improvements. The City does not currently assess property owners the cost of residential street repairs. Instead, the City collects a vehicle registration tax ("Wheel Tax") in lieu of the assessments for street improvements on residential properties. The Annual Payment under section 8 below covers the cost of all residential street improvements benefitting Tribal Land. In the event the City in the future assesses the cost of street improvements on residential properties, the Nation will pay the actual proportional cost of all such improvements benefitting Tribal Land in the same manner as provided for in subsection (b) below, and all amounts paid by the Nation for such improvements shall be credited against the Annual Payment for the year in which they are paid.
- b. To the extent the City assesses the cost of public improvements against properties benefitted by such improvements, the Nation agrees to pay the actual, proportional cost of all public improvements benefitting Tribal Land including, but not limited to, grading, graveling, storm and sanitary sewer and laterals, water mains and laterals, sidewalks, paving and relays, reconstructions, overlays or repairs thereof, to the same extent and on the same basis as such costs are charged to other property owners. The Nation agrees to pay those costs in accordance with the following procedure: The City will not take any action to levy assessments for such improvements but will inform the Nation of the proposed improvement and the estimated cost thereof not less than thirty (30) days prior to commencement of the project. The City agrees to give due consideration to all comments which the Nation may submit regarding the project. The City will bill the Nation the cost of any such street improvement attributable to the Tribal Land upon completion of such improvement. The Nation will pay such bill in full within thirty (30) days of receipt thereof.

8. COMPENSATION.

- a. Annual Payment. In consideration of the services provided by the City, and the promises and agreements stated herein, the Nation shall make an annual payment (the "Annual Payment") to the City in accordance with the following schedule:

2021	\$322,192
2022-2025	\$525,000

2026-2030	\$575,000
2031-2035	\$625,000

On or before January 31, 2035, the parties shall enter into good faith negotiations regarding the amount of the Annual Payment for 2036 and following years. Either party may request peacemaking and/or non-binding mediation to facilitate such negotiations, and the parties shall thereafter engage in such peacemaking and/or mediation. Disagreements about the amount of the Annual Payment for 2036 and following years shall not be subject to arbitration. In the event the parties cannot agree on the amount of the Annual Payment for 2036 and following years by December 31, 2035, either party may terminate this agreement by providing written notice of termination to the other party.

The Nation may make Annual Payments in the form of cash or cash equivalents, in-kind and non-monetary contributions, cooperative governance project payments, and payments for residential street improvements under section 7 above, provided that the Nation shall make a payment of at least \$300,000 annually in the form of cash or cash equivalents.

- b. **In-Kind and Non-Monetary Contributions.** The value of rights, goods and services which the Nation provides or transfers to the City shall be counted as part of the Annual Payment, provided the City accepts and agrees to such in-kind and non-monetary contributions. In-kind and non-monetary contributions shall be valued at the fair market value of the rights, goods or services, or the actual price paid by the Nation to acquire the rights, goods or services. For example, if the Nation acquires and transfers ownership of \$100,000 in firefighting equipment to the City in March 2030, the Nation shall receive a credit of \$100,000 against the Annual Payment for that year. Under no circumstances shall Nation's internal costs be considered to be in-kind or non-monetary contributions.
- c. **Cooperative Governance Project Payments.** Payments directly to a vendor or agency as part of a joint or cooperative project between the City and Nation shall be counted as part of the Annual Payment. The Nation shall receive a dollar-for-dollar credit for all expenditures made by the Nation in furtherance of such projects. For example, if the Nation pays \$100,000.00 to fund cooperative governance projects in March 2030, the Nation shall receive a credit of \$100,000.00 against the Annual Payment for that year.

Cooperative Governance Projects. Cooperative governance projects are intended to facilitate or enhance governmental services and/or to promote economic development. By way of illustration but not limitation, cooperative governance projects may include: the construction, maintenance, and repair of roads, bridges, pedestrian pathways, and related infrastructure; the construction, maintenance, and repair of storm sewers, storm water treatment facilities, and related infrastructure; the construction, maintenance, and repair of buildings, public facilities, and related infrastructure; the purchase of land; the procurement of leases, easements, or rights-

of-way; and the purchase of machinery, equipment, and tools; contracted lobbying services for the benefit of the City; contracted grant-writing services for the benefit of the City.

Cooperative Governance Project Team. Each party shall designate three (3) representatives to serve on a cooperative governance project team which shall be responsible for identifying, planning, bringing forward for approval, and overseeing the implementation of cooperative governance projects. The cooperative governance project team shall meet as frequently as necessary, and in no event fewer than four (4) times/year. With respect to each approved project, the cooperative governance project team shall determine the amount of credit to which the Nation shall be entitled for cooperative governance project payments and in-kind and non-monetary contributions to fund or facilitate the project.

The parties' cooperative governance team members are listed on Attachment A, which the parties shall update from time to time as necessary, but not less than annually.

- d. Invoices and Payment. On or before February 1st of each year, the City will submit an invoice to the Nation reflecting the Annual Payment for that year. In the event the Nation disputes the invoice, the Nation shall initiate the dispute resolution procedures set forth in section 10 below within thirty (30) days of receipt of the invoice. On or before September 30th, the Nation shall pay the Annual Payment less any amounts taken as credits for in-kind and non-monetary contributions, cooperative governance project payments, and payments for residential street improvements, and shall itemize the amounts of such credits in writing. In the event the City disputes the amounts taken as credits by the Nation, the City shall initiate the dispute resolution procedures set forth in section 10 below within thirty (30) days.
- e. Suspension of Payments. In the event of a Change in Circumstances which affects the Nation's ability to make Annual Payments, the Nation may suspend payment until such time as the Change in Circumstances has abated, and thereafter shall pay the suspended Annual Payment(s) in three equal annual installments beginning in the year after the Change in Circumstances has abated or as the parties may otherwise in writing agree. If the Change in Circumstances persists in excess of one (1) year, either party may terminate this Agreement upon written notice to the other party; provided, however, that the obligation to pay the Annual Payment shall not be affected until termination, and all amounts accruing prior to termination shall remain due. The parties shall thereafter enter into good faith discussions regarding the possibility of entering into a successor agreement. For purposes of this subsection 8(e), Change in Circumstances includes: (1) impairment of the Nation's ability to conduct Class III gaming at the locations at which the Nation currently conducts such gaming due to adverse court decision(s), acts of God, or otherwise; (2) shutdown of the federal government lasting three months or more; and (3) economic recession defined as lasting two quarters or more. A party may not terminate this Agreement

pursuant to this section 8(e) unless payments have been suspended due to a Change in Circumstances, and the Change in Circumstances persists in excess of one (1) year.

- f. Repayment by City. In the event the Nation serves written notice of dispute on the City under subsection 10(a) below alleging the City has materially breached the terms of this Agreement, the Nation's obligation to make Annual Payments shall continue pending resolution of the dispute pursuant to the procedures outlined in section 10 below. If an Arbitration Panel empaneled pursuant to subsection 10(d) below determines the City has materially breached or is materially breaching the terms of this Agreement, the City shall repay to the Nation those amounts paid under subsection 8(a) above and return any in-kind and non-monetary contributions received under subsection 8(b) above, from the date of service of the written notice of dispute to the date of the Arbitration Panel's determination, order and/or judgment. The requirements of this subsection 8(f) shall not apply to any Cooperative Governance Projects Payments identified in subsection 8(c) above, which projects the parties agree are mutually beneficial to the City and Nation. In addition, if the City does not cure such breach within fifteen (15) days of such determination, order and/or judgment, the Nation may terminate this Agreement pursuant to section 13 below and thereupon shall not be required to make any payments to the City. For purposes of this subsection 8(f), any violation by the City of the provisions of section 9 below shall be deemed to be a material breach of this Agreement.

9. LAND INTO TRUST.

- a. When the Nation acquires fee title to land located within the City, the Nation will notify the City of the acquisition and the following information: 1) the street address, 2) the tax parcel number(s), 3) the acreage, 4) the current use of the land, and 5) the Nation's proposed use of the land. Upon receiving such notice, the City may request a meeting and the parties shall thereafter meet to discuss any issues or matters raised by the City pertaining to that parcel.
- b. At least sixty (60) days prior to submitting an application to have land within the City taken into trust, the Nation will send notice to the City which includes the following information: 1) the street address, 2) the tax parcel number(s), 3) the acreage, 4) the current use of the land, 5) the Nation's proposed use of the land after trust acquisition, and 6) any proposed development or improvements to the land. Within thirty (30) days of receiving such notice, the City shall identify in writing any issues or matters pertaining to the land, and the parties shall thereafter meet within ten (10) days, or at any other time mutually agreeable, to discuss such issues or matters. Prior to submitting the application, the Nation shall inform the City in writing of any measures it may take to address any issues or matters raised by the City. After sixty (60) days have elapsed from the date of the Nation's notice to the City, the Nation may file the application, and shall clearly identify in the application any unresolved issues or matters, any actions taken or proposed to be taken by the Nation to address the issues or matters, and any final positions taken by the City or the Nation with

- regard to the unresolved issues or matters. Either party may thereafter request mediation or peacemaking to attempt to resolve the issues or matters, and the parties shall engage in such mediation or peacemaking. This subsection 9(b) shall not apply to any applications filed by the Nation prior to the effective date of this Agreement.
- c. The City will not oppose applications by the Nation to have land taken into trust during the term of this Agreement if the following criteria are satisfied: 1) the Nation has held fee title to the land in question for a period of three (3) years or more prior to the date of the application; or prior to the Nation's acquisition, a tax exempt entity held title to the land in question; 2) the Nation has met its obligations under subsection 9(b) above with respect to the application in question; and 3) the Nation has not been determined to be in material noncompliance with the terms of this Agreement pursuant to the dispute resolution procedures set forth in subsection 10(d) below; or if the Nation has been determined to be in material noncompliance with the terms of this Agreement pursuant to the dispute resolutions procedures set forth in subsection 10(d) below, such noncompliance has been cured or corrected. If these criteria are not satisfied, the City may object to the application as provided for in 25 C.F.R. Part 151. Notwithstanding the foregoing, in no event shall the City challenge the authority of the Secretary of the United States Department of the Interior to take land into trust for the benefit of the Nation on the grounds the Nation allegedly was not under federal jurisdiction in 1934 or otherwise.
 - d. If a representative of the City, in his or her official or personal capacity, submits an objection to the United States Bureau of Indian Affairs or other responsible federal agency regarding an application for trust acquisition of Tribal Fee Land which meets the criteria listed in subsection 9(c) above, the City will as soon as practicable submit appropriate correspondence to the United States Bureau of Indian Affairs or other responsible federal agency attesting that the objector does not represent the interests of the City or have authority to speak on the City's behalf. In addition, if a representative of the City, in his or her official or personal capacity, appeals a notice of decision or other determination issued by the Bureau of Indian Affairs or other responsible federal agency to place into trust Tribal Fee Land which meets the criteria listed in subsection 9(c) above, the City will as soon as practicable file appropriate pleadings or correspondence with the Interior Board of Indian Appeals or other responsible hearing body attesting that appellant does not represent the interests of the City or have authority to speak on the City's behalf.
 - e. Upon execution of this Agreement and in consideration of the promises and payments identified herein, the City shall withdraw any and all objections it has submitted to the Bureau of Indian Affairs or Department of the Interior regarding the Nation's applications to have land placed into trust, and shall withdraw and move for the immediate dismissal with prejudice of any and all appeals it has filed with the Interior Board of Indian Appeals of notices of decision to place land into trust for the Nation.

10. DISPUTE RESOLUTION.

- a. Negotiation. If either party believes the other has failed to comply with the requirements of this Agreement, or if a dispute arises over the proper interpretation of any provision of this Agreement, then either party may initiate negotiation by serving a written notice on the other identifying the specific provision or provisions of the Agreement in dispute and specifying in detail the factual basis for any alleged non-compliance and/or the interpretation of the provision of the Agreement. Within thirty (30) days of service of such notice, representatives designated by each party shall meet in an effort to resolve the dispute through negotiation.
- b. Peacemaking. If either party believes the other has failed to comply with the requirements set forth in this Agreement, or if there is a dispute over the proper interpretation of any provision of this Agreement, the parties may agree in writing to attempt to settle the dispute through peacemaking.
- c. Mediation. If either party believes the other has failed to comply with the requirements set forth in this Agreement, or if there is a dispute over the proper interpretation of any provision of this Agreement, and peacemaking has been unsuccessful, the parties may agree in writing to attempt to settle the dispute by non-binding mediation.
- d. Arbitration. If a dispute is not resolved within one hundred twenty (120) days of service of the notice provided for in subsection (a) above, either party may serve on the other a written demand for arbitration, and the dispute shall thereafter be resolved by arbitration which shall be conducted in conformance with the rules set forth below and such other rules as the parties may in writing agree.
 - i. Arbitration Panel. Each party shall appoint one arbitrator. The two party-appointed arbitrators shall then appoint a third arbitrator, and the three arbitrators shall constitute the panel.
 - ii. Cost of Arbitration. The cost of arbitration shall be borne equally by the parties, with one-half (1/2) of the cost charged to the Nation and one-half (1/2) of the cost charged to the City, and each shall bear its own expenses.
- e. Limited Waiver of Immunity. The City and the Nation specifically waive sovereign immunity and consent to suit in Brown County Circuit Court solely for the limited purposes of compelling arbitration in accordance with the provisions of this Agreement or enforcement of any arbitration award rendered pursuant to this Agreement.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties and supersedes all prior oral and written agreements between the parties on the subjects addressed herein.

12. **AMENDMENT.** Either party may propose amendments to this Agreement at any time. No amendment or modification of this Agreement will be effective unless the amendment or modification is reduced to writing and agreed to and executed by both parties. The parties may agree to non-binding mediation for disputes regarding proposed amendments, but such disputes shall not otherwise be subject to dispute resolution or arbitration.
13. **TERMINATION.** This Agreement may be terminated only in one of the following ways: 1) this Agreement will immediately terminate and cease to be effective in the event the City no longer provides services to the Nation; 2) this Agreement will immediately terminate and cease to be effective in the event the Nation for any reason ceases to conduct Class III Gaming pursuant to a Gaming Compact with the State of Wisconsin; 3) the parties may terminate this Agreement by mutual agreement, provided that such agreement is reduced to writing and signed by both parties, and 4) either party may terminate this Agreement by serving written notice of termination in accordance with subsection 8(a) above; 5) either party may terminate this Agreement by serving written notice of termination pursuant to subsection 8(e) above; and 6) either party may terminate this Agreement by serving written notice of termination on the other party in the event an Arbitration Panel determines the other party has materially breached the terms of this Agreement and the other party does not immediately cure such breach. Upon termination, neither party shall have any further obligation under this Agreement, except that the provisions of section 10 above shall survive termination of this Agreement.
14. **NOTICE.** Notice provided by a party under this Agreement must be in writing sent by either e-mail, read receipt requested, or certified mail, return receipt requested, to the appropriate representative(s) of the other party as set forth in Attachment A.
15. **SEVERABILITY.** If any provision of this Agreement is determined to be invalid under the laws of the United States, the Nation or the State, such invalidity will not affect the validity of the remaining provisions of this Agreement.
16. **PRESERVATION OF JURISDICTION.** Nothing in this Agreement is intended to be a grant of jurisdiction from one party to the other. This Agreement is not intended to alter the existing jurisdiction of any party, and by approving this Agreement, neither party is agreeing or conceding to any jurisdiction of the other party which would not otherwise exist under the law.
17. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is made and entered into for the sole protection and benefit of the Nation and the City, and is not intended to create any right, benefit, obligation, or cause of action, whether direct or indirect, for any person or entity not a signatory to this Agreement.
18. **CHOICE OF LAW.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF the parties have set their hands and seal on the date listed below.

ONEIDA NATION

By: _____
Tehassi Tasi Hill, Chairman
Date: _____

By: _____
Lisa Liggins, Secretary
Date: _____

Seal of the
Oneida Nation

CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor
Date: _____

By: _____
Celestine Jeffreys, Clerk
Date: _____

Seal of the
City of Green Bay

LAW ENFORCEMENT RESPONSE AND MUTUAL ASSISTANCE AGREEMENT

BETWEEN

ONEIDA NATION

AND

CITY OF GREEN BAY

THIS AGREEMENT (“Agreement”), by and between the ONEIDA NATION (the “Nation”), a federally recognized treaty tribe organized under the laws of the United States, and the CITY OF GREEN BAY (the “City”), a municipal government organized under the laws of the State of Wisconsin (each a “party” and collectively, the “parties”).

WITNESSETH:

WHEREAS, the Oneida Reservation was established pursuant to the 1838 Treaty with the Oneida, 7 Stat. 566, and encompasses approximately 65,400 acres; and

WHEREAS, the boundaries of the Oneida Reservation and the City overlap, and portions of the City are within the Oneida Reservation; and

WHEREAS, the Nation established the Oneida Police Department pursuant to tribal and federal law in order to provide law enforcement services within the Oneida Reservation; and

WHEREAS, the City established the Green Bay Police Department pursuant to State law in order to provide law enforcement services within the City of Green Bay; and

WHEREAS, beginning in 1996, the Nation and City codified the cooperation and collaboration of their two police departments in a mutual aid agreement; and

WHEREAS, the Oneida Police Department and Green Bay Police Department continue to work collaboratively to prevent and deter crime, to provide assistance in the form of trained personnel and/or equipment when requested by the other, and to promote effective law enforcement for the benefit of the entire community; and

WHEREAS, the Nation and the City continue to have good law enforcement relations and wish to reflect their spirit of cooperation and collaboration in an updated mutual aid agreement that reflects their current practices; and

WHEREAS, the Nation and City believe such mutual aid agreement is to the benefit of the entire community; and

WHEREAS, the General Tribal Council of the Nation is authorized to enter into this

Agreement pursuant to Art. IV., Sec. 1(a) of the Nation's Constitution, and the General Tribal Council has delegated this authority to the Oneida Business Committee; and

WHEREAS, the City is authorized to enter into this Agreement pursuant to sections 66.0301(1) and (2) of the Wisconsin Statutes.

NOW THEREFORE BE IT RESOLVED, that the Nation and the City mutually agree on the terms and conditions as follows:

AGREEMENT

1. DEFINITIONS.

- A.** "Arrest Related Death" means the death of any person who is: (1) detained by law enforcement; (2) under arrest; (3) in the process of being arrested; (4) en route to being incarcerated or detained.
- B.** "Deadly Force" means the intentional use of a firearm or other instrument that creates a high probability of death or great bodily harm.
- C.** "Internal Investigation" means a formal investigation of an employee who has become the subject of possible misconduct.
- D.** "Lead Investigator" means the person in charge of the investigation, who plays a principal, guiding role.
- E.** "Officer Involved Death" shall be defined according to Wis. Stat. § 175.47(1)(c), or successor statute. Officer Involved Deaths include, but are not limited to the use of deadly force (shooting or otherwise) and traffic related fatalities.
- F.** "Officer Involved Injury" means any serious injury resulting from an application of force.
- G.** "Primary law enforcement response" means the police department which is responsible for providing the first law enforcement response or services in a specific area.
- H.** "Secondary law enforcement response" means the police department which is responsible for providing the secondary law enforcement response or services in a specific area. Secondary response may occur when the primary police department is unavailable, requests additional assistance, or any other circumstance additional law enforcement response is appropriate.
- I.** "Requesting Department" is the police department that requests the Responding Department to provide assistance with alternate or additional

law enforcement response or services.

J. “Responding Department” is the police department that responds to the Requesting Department to provide assistance with alternate or additional law enforcement response or services.

K. “Use of Force” means the application of physical techniques or tactics, chemical agents or weapons to another person. It is not a use of force when a person allows him/herself to be searched, escorted, handcuffed or restrained.

2. **TERM.** This Agreement shall become effective upon execution of this Agreement by both parties and shall remain in effect for the duration of the Cooperative Governance Agreement Between the Oneida Nation and the City of Green Bay, including renewals thereof.
3. **PRIOR AGREEMENT.** Upon the execution of this Agreement by both parties, the Law Enforcement Mutual Aid Agreement Between the Oneida Nation in Wisconsin and City of Green Bay executed October 16, 1996 is hereby terminated. This Agreement supersedes all prior agreements between the parties pertaining to mutual aid.
4. **COMPLIANCE WITH WISCONSIN LAW.** The parties recognize that Wis. Stat. § 165.92(2) authorizes tribal law enforcement officers to exercise the same powers to enforce the laws of the State and to make arrests for violations of such laws that sheriffs have, including powers granted to sheriffs under § 59.27 and 59.28 and under the common law. The parties acknowledge that Wis. Stat. § 165.92(3m) requires the Nation to pass a resolution waiving its right to sovereign immunity to the extent necessary to allow the enforcement in the courts of this State of its liability or to maintain an insurance policy covering any liabilities that may arise from the acts or omissions of its tribal law enforcement officers before its officers can exercise such powers. This Agreement is contingent on the Nation’s ongoing compliance with the provisions of Wis. Stat. § 165.92(3m), or any statutory successor. In the event it is determined that the Nation is not in compliance with Wis. Stat. § 165.92(3m), or any statutory successor, the terms of this Agreement shall be suspended until compliance is achieved by the Nation, which the Nation agrees to pursue diligently.
5. **PURPOSE.** The primary responsibility of the Oneida Police Department and Green Bay Police Department is to provide law enforcement services and protection to their community. This Agreement is intended to clarify each Department’s areas of primary and secondary response, provide for mutual assistance when requested, and provide for the provision of additional services such as providing the Requesting Department with an independent law enforcement agency to provide a criminal investigation into certain use of force situations, certain officer-involved injuries, and officer-involved deaths.
6. **OPERATIONAL PLANS AND PROTOCOLS.** The Chiefs of the Oneida and Green Bay Police Departments may jointly promulgate operational plans, protocols or policies in order to implement the intent and purposes of this

Agreement. The provisions of such operational plans, protocols or policies shall be consistent with the provisions of this Agreement.

7. LAW ENFORCEMENT RESPONSE IN OVERLAPPING JURISDICTION.

A. Grant of Authority and Scope.

1. **Territorial Jurisdiction of the Oneida Police Department.** The Oneida Nation GIS Department maintains up-to-date maps of the official Oneida Nation Reservation boundaries. The Nation shall make such maps available to the City upon request.
2. **Territorial Jurisdiction of the City of Green Bay Police Department.** The City of Green Bay GIS Division maintains up-to-date maps of official City of Green Bay boundaries. The City shall make such maps available to the Nation upon request.
3. **Overlapping Territorial Jurisdiction.** The Nation and the City have overlapping territorial jurisdiction in the City of Green Bay. A copy of a map depicting the overlapping territorial jurisdiction is attached hereto as **Appendix A**.
4. **Concurrent Jurisdiction.** “Concurrent Jurisdiction” refers to the sharing of or having equal authority within the same jurisdictional boundaries by two or more law enforcement entities. The Oneida Police Department and City of Green Bay Police Department have concurrent jurisdiction over criminal matters occurring in their overlapping territorial jurisdiction. It is the policy of both Departments to provide assistance and cooperation to one another when they are performing law enforcement duties in their overlapping territorial jurisdiction.

B. Areas of Responsibility.

1. The Oneida Police Department will be responsible for providing primary law enforcement response and services to the locations and/or areas attached hereto as **Appendix B**, which may from time to time be amended to reflect current response areas. The City will be responsible for providing secondary law enforcement response and services to the locations and/or areas in **Appendix B**. The list of properties in **Appendix B** shall be provided to the communication entity/system to be coded in the communication system.
2. The Nation may update **Appendix B** by providing an updated list of tribal properties the Oneida Police Department will provide primary law enforcement response and services to. The Green Bay Police department will be responsible to provide

primary law enforcement response and services to all other areas within the City of Green Bay, including the parties' overlapping territorial jurisdiction. The parties agree to work together and with any other communication entity/system in order to code necessary properties to reflect the agreed upon law enforcement response, provided however, that in the event of a conflict between **Appendix B** and the coding in the communication system, the law enforcement response shall be in accordance with the coding in the communication system. Neither Department has any responsibility to review **Appendix B** prior to responding to a call, and may rely exclusively on the coding in the communication system as the basis for their response.

3. Nothing in this Agreement shall be construed to prevent the officers from each Department from performing community policing or other self-initiated law enforcement activity, or otherwise assisting one another, in the parties' overlapping territorial jurisdiction.
4. The parties understand that any request for mutual assistance beyond their territorial jurisdiction requires compliance with the requirements in Wis. Stat. § 66.0313.

C. Handling of Calls.

1. Calls for assistance within the areas described above in Paragraph 7.B are the sole responsibility of the Department designated as providing primary law enforcement response and services. If all officers of the primary Department are busy or otherwise determine that assistance is needed, the primary Department may make a request for response to the secondary Department.
2. When the Department designated to provide secondary law enforcement response and services responds to a call in lieu of the primary Department, that secondary Department generally agrees to handle the call in its entirety. This does not preclude the Responding Department from seeking additional assistance from the Requesting Department for follow-up work.

8. RESPONDING TO REQUESTS FOR ASSISTANCE.

- A.** Officers from one Department will assist any officer from the other Department whenever such assistance is requested. Requests may be made through any means available.
- B.** The Requesting Department shall retain jurisdiction over the call for the entirety of its duration regardless of whether that Department would have secondary or primary jurisdiction. Under no circumstances shall

either Department assert jurisdiction over a call for which it is the Responding Department, and instead the parties agree to provide support when responding unless the Requesting Department specifically states to the highest ranking officer on the scene that jurisdiction is being transferred to the Responding Department.

- C. When requests for assistance are made, the officer will notify his/her Communications Center as soon as reasonably possible, unless such request for assistance was given by the Communications Center. Officers are responsible for notifying their respective supervisors of requests for assistance, based upon their departmental policies and expectations.
- D. If for some reason the officer is not able to respond to the request for assistance from the Requesting Department, the Communications Center will notify the Requesting Department immediately. As soon as officers are free to respond from the Responding Department, the officer or the Communications Center will notify the Requesting Department and determine if assistance is still needed.
- E. Refusal, insubordination, misconduct or any other non-professional behavior from any officer from the Requesting or Responding Department will be dealt with according to the rules and regulations of that officer's Department.

9. **AUTHORITY TO ISSUE MUNICIPAL AND TRIBAL ORDINANCE CITATIONS.** Should the Oneida Police Department and/or Green Bay Police Departments agree to a grant of authority to authorize officers from the other Department to enforce City and/or Tribal ordinances, this Agreement may be amended or an addendum agreement may be entered into and incorporated herein as referenced by such document.

10. **INVESTIGATIVE SERVICES.** The Parties agree to provide additional Investigative Services in accordance with Wis. Stat. § 66.0301 and § 175.47 and in accordance with the provisions set forth herein.

- A. **Cooperation.** The Requesting Department shall cooperate with the Responding Department's investigation.
- B. **Written Policy.** The Requesting Department shall provide its written policy regarding the investigation of officer-involved deaths as well as any other pertinent policy to the Responding Department.
- C. **Required Investigators.** When requested to provide a criminal investigation for certain use-of-force situations, certain officer-involved injuries, and officer-involved deaths, the Responding Department shall provide at least

two (2) investigators. The Responding Department shall designate one investigator to serve as the lead investigator. No investigator or other staff provided by the Responding Department shall be an employee of the Requesting Department.

- D.** Internal Investigations. The Requesting Department may assign up to two (2) investigators to perform an internal investigation, so long as such internal investigation does not interfere with the investigation being performed by the Responding Department. Although the Requesting Department may seek additional outside assistance to perform its internal investigation, it may not request the Responding Department to assist with the internal investigation.
- E.** Expeditious Investigation. The investigators performing the investigation shall perform all functions of law enforcement, perform the investigation in an expeditious manner, and shall provide a complete report to the District Attorney of the county in which the use of force, officer-involved death, or other incident occurred.
- F.** Release of Report. Records requests pertaining to the report shall be processed in accordance with the Open Records law that applies to the Department that receives the records request. The report shall be maintained by the Responding Department in accordance with its standard policies and practices.
- G.** Non-Exclusivity. Nothing herein shall be construed to create an exclusive relationship between the parties. As such, the Requesting Department involved in the use of force or officer-involved death has the authority and discretion to request the services of another or additional outside departments or agencies.

11. SUPERVISION AND COMPENSATION.

- A.** Oneida Police Department Officers acting pursuant to this Agreement shall remain employees of the Nation and shall remain under the control and supervision of the Nation and the Oneida Police Department. Oneida Police Department Officers are not employees of the City of Green Bay. The Nation shall remain responsible for its employees' salaries, insurance, and civil liability. Each Oneida Police Department Officer shall be deemed to be performing regular duties of the Oneida Police Department while performing services for the City pursuant to this Agreement. Oneida Police Department Officers shall not represent themselves as Officers of the Green Bay Police Department.
- B.** Green Bay Police Department Officers acting pursuant to this Agreement shall remain employees of the City and shall remain under

the control and supervision of the City and the Green Bay Police Department. The City shall remain responsible for its employees' salaries, insurance, and civil liability. Each Green Bay Police Department Officer shall be deemed to be performing regular duties of the Green Bay Police Department while performing services for the Nation pursuant to this Agreement. Green Bay Police Department Officers shall not represent themselves as Officers of the Oneida Police Department.

12. COSTS AND COMPENSATION.

- A.** The Nation shall assume responsibility for all costs incurred by the Oneida Police Department and its Officers under this Agreement. The City shall assume responsibility for all costs incurred by the Green Bay Police Department and its Officers under this Agreement.
- B.** Should the Responding Department cause damage to the Requesting Department's equipment while such equipment is in the custody and control of the Responding Department, normal wear and tear excepted, the Responding Department shall repair or replace the Requesting Department's equipment as soon as practicable and at no cost to the Requesting Department. Repairs shall be made by an entity so authorized by the equipment manufacturer. If the equipment is damaged beyond repair, the Requesting Department shall be entitled to an amount equal to the value of the equipment immediately prior to the same being damaged beyond repair. Such determination of value may be determined by an independent appraisal.
- C.** Investigative Services.
 - 1. **Regular wages.** The Responding Department shall not bill the Requesting Department for any regular or "on duty" time spent on the investigation or routine use of equipment.
 - 2. **Overtime wages.** The Requesting Department is responsible for payment of any overtime wages or non-routine expenses of the Responding Department that are deemed necessary to perform the requested investigation. The Responding Department's command staff shall be vested with the authority and discretion to authorize overtime for responding staff and non-routine expenses as deemed appropriate. However, the Responding Department's command staff shall be required to regularly communicate expenses related to the investigation to the Requesting Department.

3. **Evidence.** The Requesting Department is responsible for reasonable evidence storage fees for evidence collected in the investigation. The Responding Department bears no financial liability for fees associated with the keeping and/ or testing of evidence associated with the investigation.
4. **Other Costs.** The Requesting Department is responsible for all reasonable costs incurred from outside vendors while providing investigative services, including but not limited to transcription fees.

13. **JOINT TRAINING AND COMMUNITY EVENTS.** The Departments shall work cooperatively to identify and attend joint training and community events which benefit the Departments and/or the community.

14. **IMMUNITIES.**

- A. **The parties.** Notwithstanding any other portions of this Agreement, nothing contained herein is intended to preclude the parties and their insurers from asserting the limitations, defenses, and immunities contained within applicable law. 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 set forth in established law. The parties agree to maintain appropriate liability insurance policies.
- B. **Oneida Police Department.** With the exception of those noted in Sec. 4, all immunities from liability, and exemptions from laws, ordinances, and regulations, which Oneida Police Officers possess in their own jurisdiction shall be effective in the City's jurisdiction in which the Nation's Officers are providing assistance, unless otherwise prohibited by law. The provisions of 25 U.S.C. § 5321, et seq., and/or 5361, et seq., and the Federal Tort Claims Act apply to acts and omissions by Oneida Police Department Officers.
- C. **Green Bay Police Department.** Nothing contained herein is intended to preclude the Green Bay Police Department or its Insurers from asserting the limitations, defenses, and immunities contained within Wis. Stats. § 345.05 and 893.80 any other applicable provision of law.

15. **INDEMNIFICATION.**

- A. **General Indemnification.** Except as otherwise provided for in Paragraph 15.B herein, each party is legally responsible for the acts or omissions of its own employees, agents, or assigns with respect to their activities and performance under this Agreement. The Nation shall

protect and defend, and indemnify and hold harmless the City, City's Police Chief, the Green Bay Police Department and their respective employees, agents, or officers, from any and all claims, judgments, or liabilities arising from the acts or omissions of Oneida Police Department Officers. The City shall protect and defend, and indemnify and hold harmless the Nation, Nation's Police Chief, the Oneida Police Department and their respective employees, agents, or officers, from any and all claims, judgments, or liabilities arising from the acts or omissions of Green Bay Police Department Officers. The parties shall be responsible for any and all liability arising from the acts or omissions of their own officers, to the extent provided by law. Under no circumstances shall a party be liable for acts or omissions of the officers or employees of the other party.

B. Indemnification for Investigative Services. The Requesting Department shall hold harmless, defend and indemnify the Responding Department from and against any and all claims, damages, liabilities and expenses of any type whatsoever, including reasonable attorney's fees, arising out of services provided pursuant to Paragraph 10 of this Agreement 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 Responding Department's intentional tort, malicious act or willful act.

C. These obligations shall survive the termination of the Agreement.

- 16. DISPUTE RESOLUTION.** The Dispute Resolution provision of the Cooperative Governance Agreement Between the Oneida Nation and the City of Green Bay shall apply to this Agreement. The Police Chief of either Department may initiate dispute resolution pursuant to this Agreement by following the Dispute Resolution process in accordance with the Cooperative Governance Agreement Between the Oneida Nation and the City of Green Bay.
- 17. ENTIRE AGREEMENT.** This Agreement and any attachments herein referenced contains the entire agreement between the parties on the subject of law enforcement mutual aid.
- 18. AMENDMENT.** Either party may propose amendments to this Agreement at any time. No amendment or modification of this Agreement will be effective unless the amendment or modification is reduced to writing and agreed to and executed by both parties. The parties may agree to non-binding mediation for disputes regarding proposed amendments, but such disputes shall not be otherwise be subject to dispute resolution or arbitration.
- 19. ASSIGNMENT.** Neither this Agreement nor the provisions herein may be assigned without the written consent of both parties.

20. TERMINATION. This Agreement may only be terminated upon the termination of the Cooperative Governance Agreement Between the Oneida Nation and the City of Green Bay.

21. NOTICE. Notice provided under this Agreement will be in writing and must be sent by Certified Mail, Return Receipt Requested, to the parties at the following addresses, unless otherwise stated in this Agreement:

ONEIDA NATION

Police Chief
Oneida Police Department
P.O. Box 365
Oneida, Wisconsin 54155

CITY OF GREEN BAY

Police Chief
Green Bay Police Department
307 S. Adams Street
Green Bay, Wisconsin 54301

22. SEVERABILITY. If any clause, provision or section of this Agreement is ruled invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any of the remaining clauses, provisions or sections of this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF the parties have set their hands and seal on the date(s) below listed.

ONEIDA NATION

CITY OF GREEN BAY

By: _____
Tehassi Tasi Hill, Chairman
Date: _____

By: _____
Eric Genrich, Mayor
Date: _____

By: _____
Lisa Liggins, Secretary
Date: _____

By: _____
Celestine Jeffreys, City Clerk
Date: _____

By: _____
Eric H. Boulanger, Chief of Police
Date: _____

By: _____
Andrew Smith, Chief of Police
Date: _____

Seal of the
Oneida Nation

Seal of the
City of Green Bay



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 2, 2021

PREPARED BY

AGENDA ITEM # O.I

To approve the purchase of (22) EloPOS (Point of Sale) computers for a total cost of \$30,615 from CDW-G for Bay Beach Amusement Park and the three public pools.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. EloPOS System




EloPOS System i3 – all-in-one – Core i3 8100T 3.1 GHz – 4 GB – SSD 128 GB –

Mfg.Part: E441193 | CDW Part: 5535279 | UNSPSC: 43211505

Availability: • Item Backordered

This item will ship once it is in stock. CDW cannot guarantee an in-stock date.
Order fulfilled by a CDW partner.

Warranties
☐ None

☐ Include: [Elo Extended Warranty Advance Unit Replacement – extended service agreement](#) – **\$115.70**
[View All Warranties](#)
[View Accessories](#)
~~\$1,511.00~~ **SAVE \$57.65**
\$1,453.35 Advertised Price

[Lease Option](#) (\$42.87/month)

Product Details

- All-in-one
- 1 x Core i3 8100T / 3.1 GHz
- RAM 4 GB
- SSD 128 GB
- UHD Graphics 630
- GigE
- WLAN: 802.11a/b/g/n/ac

Product Overview

Main Features

- All-in-one
- 1 x Core i3 8100T / 3.1 GHz
- RAM 4 GB
- SSD 128 GB
- UHD Graphics 630
- GigE
- WLAN: 802.11a/b/g/n/ac
- Bluetooth 5.0
- Win 10 IoT Enterprise LTSB 64-bit
- monitor: LED 15.6" 1366 x 768 (HD) touchscreen

The versatile EloPOS System combines modern aesthetics, modular flexibility and commercial-grade reliability. Purpose-built for point of sale, EloPOS offers a 15.6" 10-touch display, choice of Intel's 8th generation processors and an integrated expansion hub to connect the accessories you need – whether a customer facing display, payment reader, printer, cash drawer, barcode scanner or scale. From traditional POS to self-service applications, EloPOS delivers the durability needed to survive continuous public use and is backed by Elo's standard 3-year warranty.

Tech Specs

Specifications are provided by the manufacturer.

Header

Manufacturer : Elo TouchSystems

Brand : Elo

Product Line : EloPOS System

Model :	i3
Packaged Quantity :	1

System

Type :	Point of sale terminal
Hard Drive Capacity :	128 GB
Embedded Security :	Trusted Platform Module (TPM 2.0) Security Chip

Chassis

Form Factor :	All-in-one
Manufacturer Form Factor :	All-in-one

Processor

Type :	Core i3
Number of Cores :	Quad-Core
Processor Number :	I3-8100T
Generation :	8
Installed Qty :	1
Max Supported Qty :	1
Manufacturer :	Intel
Clock Speed :	3.1GHZ
Processor Main Features :	Intel Smart Cache

Mainboard

Chipset Type :	Intel H310
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Cache Memory

Per Processor Size :	6 megabyte, 6 megabyte
Installed Size :	6 megabyte, 6 megabyte

RAM

Form Factor :	SO-DIMM 260-pin
Technology :	DDR4 SDRAM
Installed Size :	4 GB, 4 GB
Max Supported Size :	32 GB, 32 GB
Configuration Features :	1 x 4 GB
Data Integrity Check :	Non-ECC
Slots Qty :	2
Empty Slots :	1
Memory Speed :	2400 megahertz, 2666 megahertz
Rated Memory Speed :	2400 megahertz, 2666 megahertz
Memory Specification Compliance :	PC4-19200

Storage Controller

Type :	Serial ATA
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Interface Type :	Serial ATA-600
Installed Qty :	1

Hard Drive

Type :	SSD
SSD Form Factor :	2.5"
Interface Class :	Serial ATA
Interface Type :	Serial ATA-600
Installed Qty :	1
Capacity :	128 GB
SSD Endurance :	72 TB
Features :	72 TBW

Hard Drive (2nd)

Type :	None
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Hard Drive (3rd)

Type :	None
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Hard Drive (4th)

Type :	None
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Optical Storage

Drive Type :	No optical drive
Type :	None

Optical Storage (2nd)

Drive Type :	No optical drive
Type :	None

Storage Removable

Type :	None
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Display

Type :	LED
Touchscreen :	Yes (10-point multi-touch)
Diagonal Size :	15.6 inch
Diagonal Size (metric) :	39.6 centimetre
Native Resolution :	1366 x 768
Display Resolution Abbreviation :	HD
Widescreen Display :	Yes
Image Aspect Ratio :	16:9
Image Brightness :	220 candela per square metre
Image Contrast Ratio :	400:1
Horizontal Viewing Angle :	90

Vertical Viewing Angle :	50
Response Time :	10 millisecond
Monitor Features :	TouchPro technology, Anti-glare

Video Output

Graphics Processor :	Intel UHD Graphics 630
Graphics Processor Series :	Intel UHD Graphics

Audio Output

Sound Output Mode :	Stereo
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Audio Output Details

Speakers Included :	2 x right / left channel
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Printer

Type :	None
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Networking

Wireless LAN Supported :	Yes
Data Link Protocol :	IEEE 802.11b, Ethernet, IEEE 802.11a, Gigabit Ethernet, IEEE 802.11n, IEEE 802.11g, Bluetooth 5.0, IEEE 802.11ac, Fast Ethernet
Wireless Protocol :	802.11a/b/g/n/ac, Bluetooth 5.0

Interface Provided

Interfaces :	4 x USB 2.0 – micro-USB, 2 x USB 2.0, 1 x USB-C (27 Watt charging), 2 x serial – RJ-45, 1 x headphones, 1 x PoweredUSB (24 V), 1 x LAN (Gigabit Ethernet) – RJ-45, 1 x cash drawer, 2 x PoweredUSB (12 V), 3 x USB 3.0
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OS Provided

Family :	Windows 10
Edition :	Windows 10 IoT Enterprise
Type :	Windows 10 IoT Enterprise LTSB 64-bit Edition

Cable Details

Cables Included :	RJ-45 to DB-9 cable, Power cable (2 pcs.)
-------------------	---

Power Device

Type :	Power adapter
Installed Qty :	1
Power Provided :	180 watt
Nominal Voltage :	AC 120/230 V
Frequency Required :	50/60 hertz
Power Consumption Operational :	65 watt

Miscellaneous

Color :	Black
Color Category :	Black

Flat Panel Mount Interface :	75 mm
Compliant Standards :	CB, TUV, CE/EMC, FCC, RCM, VCCI, CCC, UL, NOM, S Mark, cUL

Dimensions & Weight

Width :	15.2 inch
Depth :	8.7 inch
Height :	14.5 inch
Weight :	10.8 lbs

Dimensions & Weight (Shipping)

Shipping Width :	18.2 inch
Shipping Depth :	11.8 inch
Shipping Height :	18.5 inch
Shipping Weight :	16.09 lbs

Dimensions & Weight Details

Dimensions & Weight Details :	15.2 in – 8.7 in – 14.5 in – 10.8 lbs – with stand, 15.2 in – 2.9 in – 9.8 in – 6.4 lbs – without stand
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Service & Support

Type :	3-year warranty
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Service & Support Details

Service & Support :	Limited warranty – 3 years
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Environmental Parameters

Min Operating Temperature :	32 degree Fahrenheit
Max Operating Temperature :	95 degree Fahrenheit
Humidity Range Operating :	20 – 80% (non-condensing)



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 2, 2021

PREPARED BY

AGENDA ITEM # O.2

To approve the request by Wisconsin Public Service for a utility easement to accommodate a gas vault in Seymour Park.

BACKGROUND

RECOMMENDATION

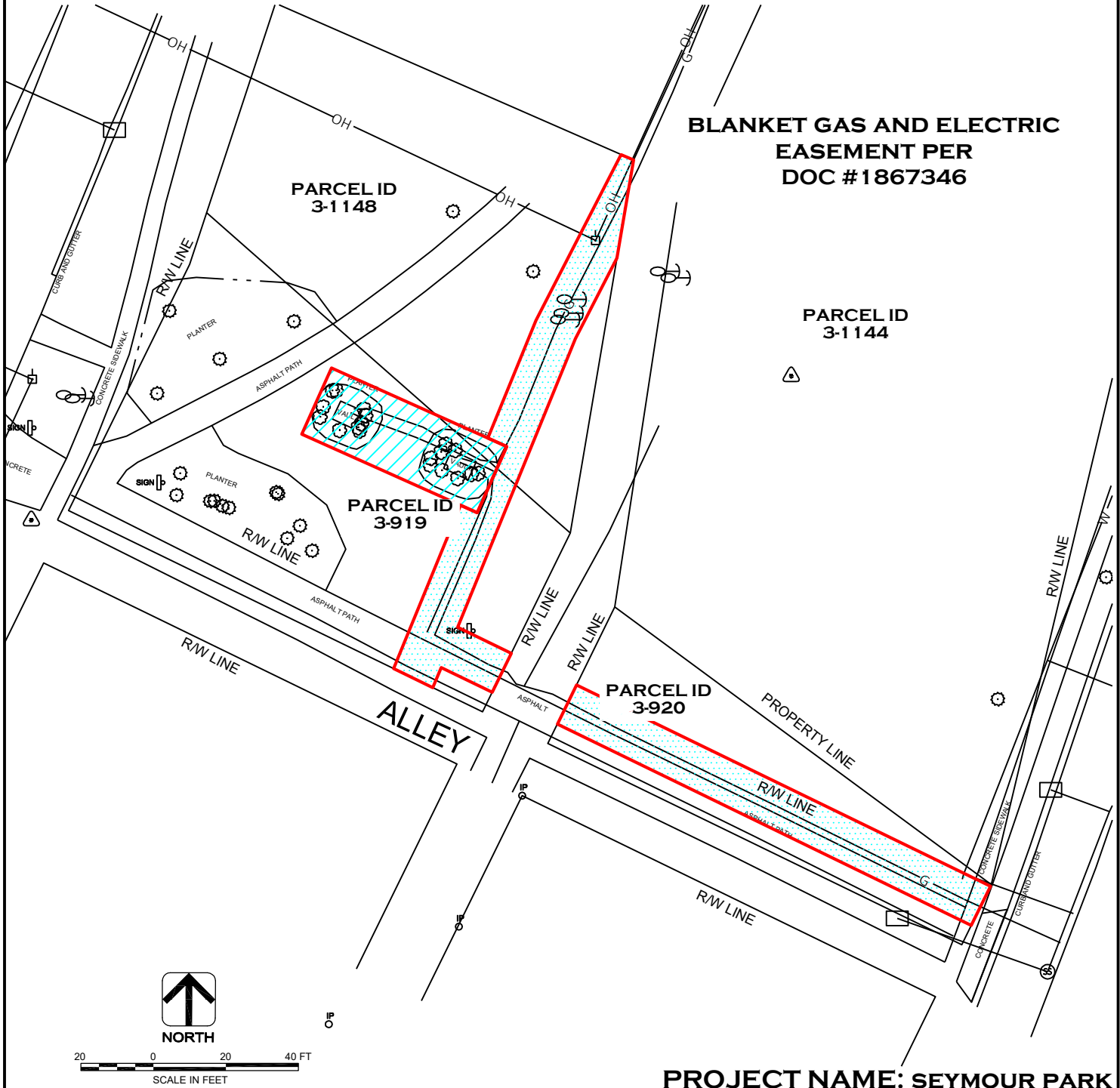
FISCAL IMPACT

ATTACHMENTS

1. Easement Overview
2. WPSC Reg and Pipeline Easement_City of Green Bay_20-0925

EXISTING WPS EASEMENT SKETCH

THAT PART OF THE VACANT STRIP LYING NORTH ACROSS THE ALLEY OF LOT 4, BLOCK 2, ACCORDING TO THE RECORDED PLAT OF NIELS HANSEN ADDITION AND EAST OF ASHLAND AVENUE, IN THE CITY OF GREEN BAY, WEST SIDE OF FOX RIVER, BROWN COUNTY, WISCONSIN, BEING ALL THE PROPERTY DESCRIBED IN VOL. 117 DEEDS, PAGE 383.



**BLANKET GAS AND ELECTRIC
EASEMENT PER
DOC #1867346**

**PARCEL ID
3-1144**

**PARCEL ID
3-919**

**PARCEL ID
3-920**

ALLEY

PROJECT NAME: SEYMOUR PARK

**Wisconsin Public
Service Corporation**

Public Service

AYRES

3376 PACKERLAND DRIVE
ASHWAUBENON, WI 54115
(920) 498-1200

NOTE: BEARINGS FOR THIS
MAP ARE BASED ON THE
WISCONSIN COUNTY
COORDINATE SYSTEM
(BROWN ZONE) NAD83(2011).
DISTANCES ARE GROUND.

Drawn: RMB / Ayres Associates

Date: 09/08/2020

Scale: 1" = 40'

REVISIONS

SHEET
NUMBER 1 OF 1

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WISCONSIN PUBLIC SERVICE CORPORATION DISCLAIMS ALL WARRANTIES
BOTH EXPRESS AND IMPLIED. USE BY ANYONE OTHER THAN
WISCONSIN PUBLIC SERVICE CORPORATION IS AT THEIR OWN RISK.

This **GAS EASEMENT**, (the "Easement") is made by **CITY of GREEN BAY**, ("Grantor") to **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin corporation ("Grantee"). Grantor and Grantee may be referred to individually as a "Party" or collectively as the "Parties".

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby conveys and grants to Grantee, its successors and assigns, a permanent non-exclusive easement, except as provided below, on, over, under, across, through and upon a part of Grantor's land hereinafter referred to as the "Easement Area", upon that certain property of Grantor located in Brown County, Wisconsin. (the "Grantor Parcel").

1. **Easement Area:** The Grantor Parcel and the location of the Easement Area with respect to the Grantor Parcel are both described on the attached Exhibit "A" and made a part hereof by this reference.

2. **Purpose:** This Easement gives, grants and conveys unto Grantee, its successors and assigns, subject to the limitations and reservations herein stated:

RETURN TO:

Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

(1) With respect to the Gas Pipeline Easement, the permanent and non-exclusive right, permission and authority on, over, under, across, through and upon the Easement Area to lay, install, construct, maintain, operate, inspect, alter, replace, protect, test, patrol, extend, repair, reconstruct, relocate, enlarge, and remove or abandon a pipeline or pipelines with valves, tie-overs, main laterals and service laterals, and other under and above-ground appurtenant facilities, including cathodic protection apparatus used for corrosion control, all of the foregoing hereinafter referred to as (the "Facilities"), all of which shall be and remain the property of the Grantee, for the transmission and distribution of natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline or pipelines, including customary growth and replacement thereof; and

(Parcel Identification Number)
3-919, 3-920 & 3-1148

(2) With respect to the Gas Facility Easement, the perpetual and exclusive right, permission and authority to install, construct, operate, maintain, inspect, test, protect, alter, repair, reconstruct, replace, relocate, enlarge and remove gas regulators and valve assemblies together with and including but not limited to the necessary foundations, buildings and structures, fencing, access driveway, storm water retention systems, protective barriers, piping and associated appurtenances, filters, gas process heating equipment, remote power actuator facilities together with a power pole, antenna and associated communication equipment, an electric transformer, wires, cable, anchor and guy wires, riser equipment and power pedestals for electric service and metering, solar power panel facilities, and other related appurtenances under and above-ground of such design and material as Grantee may deem necessary in the construction and operation of a gas regulator, valve assembly and other gas facilities by Grantee for the transmission and distribution of natural gas and all by-products thereof, or any liquids, gases, or substances which can or may be transported or distributed through a pipeline or pipelines, including customary growth and replacement thereof. With respect to the exclusive easement rights described in this Subsection (2), Grantor agrees that neither Grantor nor any third party may install or construct any buildings, structures, improvements or facilities (including without limitation, any gas, electrical, telecommunication, fiber optic or other utility facilities) within the portion of the Gas Facility Easement Area. Except easements of record at the signing hereof.

Grantee may designate or otherwise appoint, assign, contract, and duly authorize other persons, firms, or corporations to perform, carry out and complete, in whole or in part, the activities and operations herein enumerated, as it deems necessary and convenient for the full enjoyment and use of the rights herein granted.

3. **Use and Access:** Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted, including but not limited to, the right to remove and to clear all structures and obstructions such as, but not limited to, rocks, trees, brush, limbs and fences which might interfere with the rights herein contained.

Grantor agrees that Grantee and its agents, contractors and employees shall have the free and full right to enter upon the Easement Area and adjacent portions of the Grantor Parcel, as necessary or convenient for the full enjoyment and use of the rights herein granted, for the purposes of ingress and egress, performing survey work for civil, environmental, archaeological, cultural, and geotechnical reviews, including soil borings, wetland studies, and to perform other engineering studies and for other purposes consistent with this Easement.

4. **Structures and Improvements:** Grantor covenants and agrees that no structures or above ground improvements (as defined in the attached Exhibit "B"), obstructions or impediments, of whatever kind or nature will be constructed, placed, granted or allowed within the Easement Area. Grantor further covenants and agrees not to plant any trees or shrubs within the Easement Area.

Grantor agrees to comply with the Addendum - General Construction Requirements and Restrictions for Wisconsin Public Service Corporation Gas Easement Areas which is attached hereto, marked Exhibit "B", consisting of two pages, and made a part hereof by this reference.

5. **Elevation:** Grantor covenants and agrees that the elevation of the existing ground surface of land within the Easement Area will not be altered by more than four (4) inches without the prior written consent of Grantee.
6. **Reserved Rights:** Grantor, after the initial construction of the Facilities is completed, reserves the right to cultivate and use the ground surface within the Easement Area, except for the Regulator Easement Area, provided that such use shall not, in Grantee's opinion, interfere with or obstruct Grantee in its exercise of the rights and privileges herein granted, or create any actual or potential hazard to the Facilities.
7. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. Grantee agrees to compensate Grantor for all damages to crops, fences and roadways caused by the construction or maintenance of the Facilities. Restoration and compensation requirements do not apply to any trees, shrubs, branches, roots or man-made materials which may interfere with Grantee's use of the Easement Area.
8. **Ownership:** Grantor, its successors, assigns, heirs, executors and administrators covenant and agree to and with Grantee, its successors and assigns, that at the time of the execution and delivery of this Easement, they are well seized of good and marketable title to Grantor's Parcel above described, and that the same are free and clear from all encumbrances that might materially adversely affect the rights of Grantee hereunder, except the mortgages of record as of the date of this Easement.
9. **Exercise of Rights.** The Parties agree that the complete exercise of the rights herein conveyed may be gradual and not fully exercised for some time in the future, and that none of the rights herein granted shall be lost by non-use for any length of time.
10. **Binding Effect:** This Easement shall be a covenant running with the land and shall be binding upon, and inure to the benefit of the Parties and their heirs, legal representatives, executors, administrators, devisees, legatees, successors or assigns. The rights herein granted to Grantee may be assigned in whole or in part by Grantee at any time.
11. **Non-Titled Spouse:** Any non-titled spouse signs below as Grantor for the purpose of releasing and waiving all rights he or she may hold under all applicable homestead exemption laws and all applicable marital property laws.

This _____ (is/is not) homestead property.

12. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least five (5) days to review this easement document or voluntarily waives the five (5) day review period.
13. **Indemnification:** Grantee hereby agrees to indemnify, defend and hold harmless the Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Grantee, any contractor or subcontractor performing work on behalf of Grantee in the Easement Area or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless

the Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the Grantor, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Grantee shall reimburse the Grantor, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

This indemnity provision shall survive the termination or expiration of this Easement agreement

IN WITNESS WHEREOF, the undersigned, has caused these presents to be executed in its corporate name by its proper officers duly authorized and its corporate seal to be hereunto affixed this _____ day of _____, 2020.

Grantor: City of Green Bay

Sign Name _____
Print Name\Title _____

Sign Name _____
Print Name\Title _____

STATE OF _____)
 : SS
COUNTY) _____

Personally came before me this _____ day of _____, 2020 the above named

known to me to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public Signature

Print Name _____

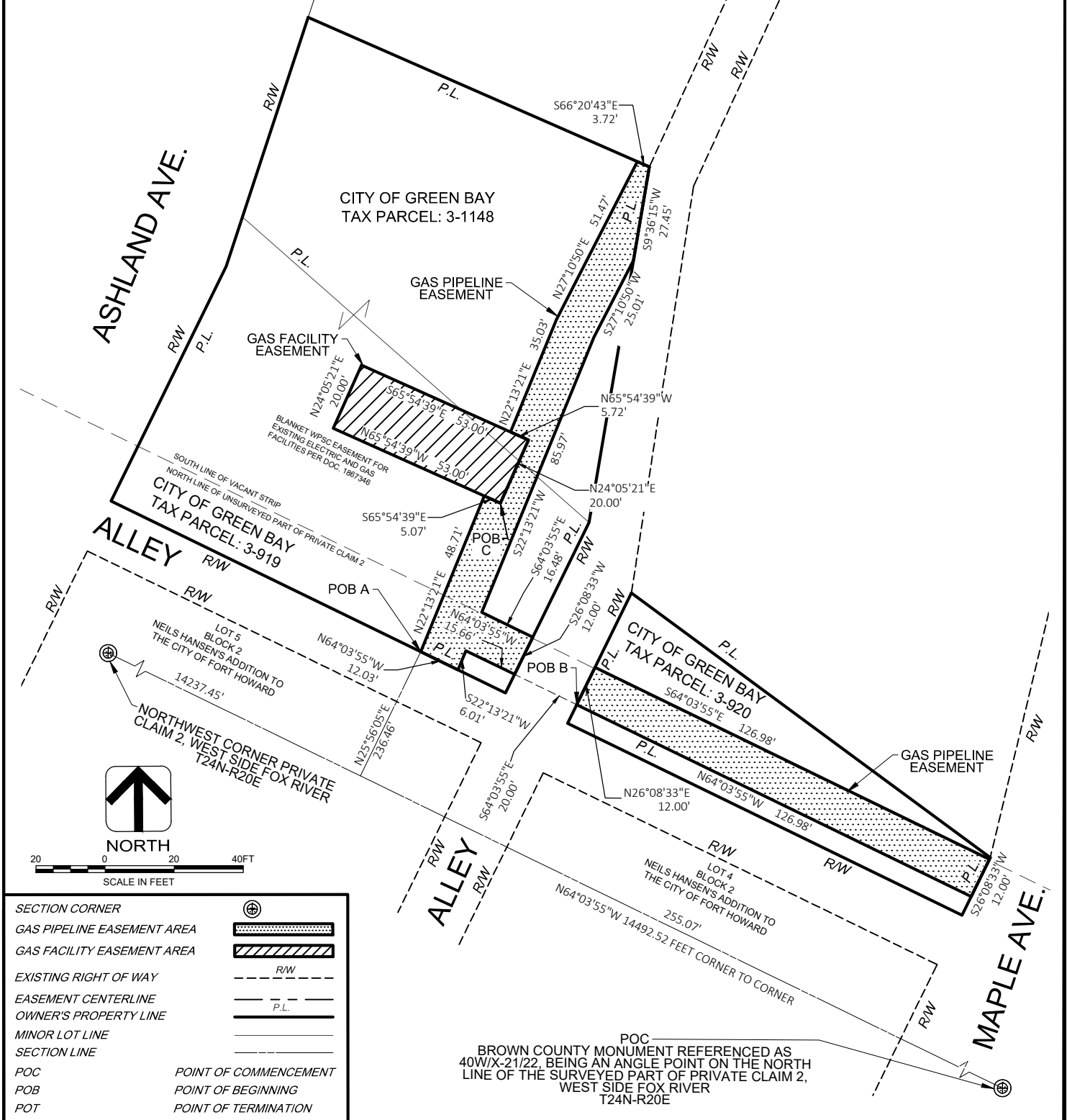
Notary Public, State of _____

My commission expires _____

[Notary Seal]

EASEMENT MAP (EXHIBIT "A")

THAT PART OF THE VACANT STRIP LYING NORTH ACROSS THE ALLEY OF LOTS 4 AND 5, BLOCK 2, ACCORDING TO THE RECORDED PLAT OF NIELS HANSEN'S ADDITION TO THE CITY OF FORT HOWARD AND PART OF THE UNSURVEYED PART OF PRIVATE CLAIM 2, WEST SIDE OF FOX RIVER, ALL IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.



SECTION CORNER	
GAS PIPELINE EASEMENT AREA	
GAS FACILITY EASEMENT AREA	
EXISTING RIGHT OF WAY	R/W
EASEMENT CENTERLINE	P.L.
OWNER'S PROPERTY LINE	P.L.
MINOR LOT LINE	P.L.
SECTION LINE	P.L.
POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
POT	POINT OF TERMINATION

BROWN COUNTY MONUMENT REFERENCED AS 40W/X-21/22, BEING AN ANGLE POINT ON THE NORTH LINE OF THE SURVEYED PART OF PRIVATE CLAIM 2, WEST SIDE FOX RIVER T24N-R20E



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AYRES

3376 PACKERLAND DRIVE
ASHWAUBENON, WI 54115
(920) 498-1200

NOTE: BEARINGS FOR THIS MAP BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM (BROWN ZONE) NAD83(2011). DISTANCES ARE GROUND.

REVISIONS	TRACKING
	SEYMOUR PARK

Drawn: JSJ / Ayres

Date: 09/10/2020

Scale: 1" = 40'

SHEET NUMBER 1 OF 3

EASEMENT MAP (EXHIBIT "A")

GRANTOR PARCEL:

THE PARCEL RECORDED IN VOLUME 117 DEEDS ON PAGE 12 AS DOCUMENT NUMBER 26440A, AND IN VOLUME 111 DEEDS ON PAGE 247 AS DOCUMENT NUMBER 25916, AND IN VOLUME 117 DEEDS ON PAGE 383 AS DOCUMENT NUMBER 28538B, BEING IN THAT PART OF THE VACANT STRIP LYING NORTH ACROSS THE ALLEY OF LOTS 4 AND 5, BLOCK 2, ACCORDING TO THE RECORDED PLAT OF NIELS HANSEN'S ADDITION TO THE CITY OF FORT HOWARD, AND PART OF THE UNSURVEYED PART OF PRIVATE CLAIM 2, WEST SIDE OF FOX RIVER, TOWNSHIP 24 NORTH RANGE 20 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

PERMANENT PIPELINE EASEMENT DESCRIPTION:

ALL THAT PART OF THE GRANTOR PARCEL BEING IN THAT PART OF THE VACANT STRIP LYING NORTH ACROSS THE ALLEY OF LOTS 4 AND 5, BLOCK 2, ACCORDING TO THE RECORDED PLAT OF NIELS HANSEN'S ADDITION TO THE CITY OF FORT HOWARD, AND PART OF THE UNSURVEYED PART OF PRIVATE CLAIM 2, WEST SIDE OF FOX RIVER, TOWNSHIP 24 NORTH RANGE 20 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT BROWN COUNTY MONUMENT REFERENCED AS 40W/X-21/22, BEING AN ANGLE POINT ON THE NORTH LINE OF THE SURVEYED PART OF PRIVATE CLAIM 2, WEST SIDE FOX RIVER; THENCE N64°03'55"W, ALONG THE NORTH LINE OF SAID SURVEYED PART OF PRIVATE CLAIM 2, A DISTANCE OF 255.07 FEET; THENCE N25°56'05"E, 236.46 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF AN ALLEY, AND THE **POINT OF BEGINNING A**;

THENCE N22°13'21"E, 48.71 FEET; THENCE S65°54'39"E, 5.07 FEET; THENCE N24°05'21"E, 20.00 FEET; THENCE N65°54'39"W, 5.72 FEET; THENCE N22°13'21"E, 35.03 FEET; THENCE N27°10'50"E, 51.47 FEET; THENCE S66°20'43"E, 3.72 FEET, TO THE WESTERLY RIGHT OF WAY LINE OF AN ALLEY; THENCE S09°36'15"W, ALONG SAID WESTERLY RIGHT OF WAY LINE, 27.45 FEET; THENCE S27°10'50"W, 25.01 FEET; THENCE S22°13'21"W, 85.97 FEET; THENCE S64°03'55"E, 16.48 FEET, TO THE AFORESAID WESTERLY RIGHT OF WAY LINE OF SAID ALLEY; THENCE S26°08'33"W, ALONG SAID WESTERLY RIGHT OF WAY LINE, 12.00 FEET; THENCE N64°03'55"W, 15.66 FEET; THENCE S22°13'21"W, 6.01 FEET, TO THE AFORESAID NORTHERLY RIGHT OF WAY LINE OF AN ALLEY; THENCE N64°03'55"W, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 12.03 FEET TO THE **POINT OF BEGINNING A**.

AND ALSO

COMMENCING AT BROWN COUNTY MONUMENT REFERENCED AS 40W/X-21/22, BEING AN ANGLE POINT ON THE NORTH LINE OF THE SURVEYED PART OF PRIVATE CLAIM 2, WEST SIDE FOX RIVER; THENCE N64°03'55"W, ALONG THE NORTH LINE OF SAID SURVEYED PART OF PRIVATE CLAIM 2, A DISTANCE OF 255.07 FEET; THENCE N25°56'05"E, 236.46 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF AN ALLEY; THENCE S64°03'55"E, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 12.03 FEET; THENCE N22°13'21"E, 6.01 FEET; THENCE S64°03'55"E, 15.66 FEET, TO THE WESTERLY RIGHT OF WAY LINE OF AN ALLEY; THENCE CONTINUING S64°03'55"E, 20.00 FEET, TO THE EASTERLY RIGHT OF WAY LINE OF SAID ALLEY, AND THE **POINT OF BEGINNING B**;

THENCE N26°08'33"E, ALONG SAID EASTERLY RIGHT OF WAY LINE, 12.00 FEET; THENCE S64°03'55"E, 126.98 FEET, TO THE WESTERLY RIGHT OF WAY LINE OF MAPLE AVENUE; THENCE S26°08'33"W, ALONG SAID WESTERLY RIGHT OF WAY LINE, 12.00 FEET; THENCE N64°03'55"W, 126.98 FEET TO THE **POINT OF BEGINNING B**.

SAID PERMANENT PIPELINE EASEMENT CONTAINS 0.077 ACRES / 3,364 SQUARE FEET OF LAND, MORE OR LESS.

SUBJECT TO ANY EASEMENTS AND RESTRICTIONS OF RECORD.



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AYRES

3376 PACKERLAND DRIVE
ASHWAUBENON, WI 54115
(920) 498-1200

NOTE: BEARINGS FOR THIS MAP BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM (BROWN ZONE) NAD83(2011). DISTANCES ARE GROUND.

REVISIONS	TRACKING
	SEYMOUR PARK

Drawn: JSJ / Ayres

Date: 09/10/2020

Scale: 1" = 40'

SHEET NUMBER 2 OF 3

EASEMENT MAP (EXHIBIT "A")

GRANTOR PARCEL:

THE PARCEL RECORDED IN VOLUME 117 DEEDS ON PAGE 12 AS DOCUMENT NUMBER 26440A, AND IN VOLUME 111 DEEDS ON PAGE 247 AS DOCUMENT NUMBER 25916, BEING IN THAT PART OF THE VACANT STRIP LYING NORTH ACROSS THE ALLEY OF LOTS 4 AND 5, BLOCK 2, ACCORDING TO THE RECORDED PLAT OF NIELS HANSEN'S ADDITION TO THE CITY OF FORT HOWARD, AND PART OF THE UNSURVEYED PART OF PRIVATE CLAIM 2, WEST SIDE OF FOX RIVER, TOWNSHIP 24 NORTH RANGE 20 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN.

PERMANENT GAS FACILITY EASEMENT DESCRIPTION:

ALL THAT PART OF THE GRANTOR PARCEL BEING IN THAT PART OF THE VACANT STRIP LYING NORTH ACROSS THE ALLEY OF LOTS 4 AND 5, BLOCK 2, ACCORDING TO THE RECORDED PLAT OF NIELS HANSEN'S ADDITION TO THE CITY OF FORT HOWARD, AND PART OF THE UNSURVEYED PART OF PRIVATE CLAIM 2, WEST SIDE OF FOX RIVER, TOWNSHIP 24 NORTH RANGE 20 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT BROWN COUNTY MONUMENT REFERENCED AS 40W/X-21/22, BEING AN ANGLE POINT ON THE NORTH LINE OF THE SURVEYED PART OF PRIVATE CLAIM 2, WEST SIDE FOX RIVER; THENCE N64°03'55"W, ALONG THE NORTH LINE OF SAID SURVEYED PART OF PRIVATE CLAIM 2, A DISTANCE OF 255.07 FEET; THENCE N25°56'05"E, 236.46 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF AN ALLEY; THENCE N22°13'21"E, 48.71 FEET; THENCE S65°54'39"E, 5.07 FEET TO THE **POINT OF BEGINNING C**; THENCE N65°54'39"W, 53.00 FEET; THENCE N24°05'21"E, 20.00 FEET; THENCE S65°54'39"E, 53.00 FEET; THENCE S24°05'21"W, 20.00 FEET TO THE **POINT OF BEGINNING C**.

SAID PERMANENT GAS FACILITY EASEMENT CONTAINS 0.024 ACRES / 1,060 SQUARE FEET OF LAND, MORE OR LESS.

SUBJECT TO ANY EASEMENTS AND RESTRICTIONS OF RECORD.



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AYRES

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ASHWAUBENON, WI 54115
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NOTE: BEARINGS FOR THIS MAP BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM (BROWN ZONE) NAD83(2011). DISTANCES ARE GROUND.

REVISIONS	TRACKING
	SEYMOUR PARK

Drawn: JSJ / Ayres

Date: 09/10/2020

Scale: 1" = 40'

SHEET NUMBER 3 OF 3

EXHIBIT "B"

ADDENDUM

General Construction Requirements and Restrictions for Wisconsin Public Service Corporation Gas Easement Areas

The Easement Area must be accessible to Grantee and its duly authorized agents, invitees, contractors, persons, firms or corporations.

1. Fill material, rubble, scrap, pavement, berms or earthworks may not be placed within the Easement Area without Grantee's prior written approval.
2. The elevation or grade over the gas pipeline may not be altered by more than 4 inches without Grantee's prior written approval. A minimum of 36 inches of cover over the gas pipeline must be maintained at all times.
3. Retention ponds and their inlets/outlets are not permitted within the Easement Area.
4. Drainage ditches or drain tiles are not permitted within the Easement Area without Grantee's prior written approval of Grantor's plans. Plans must include consideration for proper cover and erosion protection.
5. Septic fields or mound systems are not permitted within the Easement Area. Laterals to or from the field or mound may cross the gas pipeline, provided that they maintain an 18 inch separation from the gas pipeline. Any excavation within 2 feet of the pipeline must be done by hand-digging or vacuum excavation with a Wisconsin Public Service Corp. representative present to view and inspect excavation activities.
6. Underground culverts, pipelines, cables, sewers or any utility may not be placed within 18 inches of the gas pipeline, and may not be placed within the Easement Area without Grantee's prior written approval of Grantor's plan. Any excavation within 2 feet of the pipeline must be done by hand-digging or vacuum excavation with a Wisconsin Public Service Corp. representative present to view and inspect excavation activities.
7. Digger's Hotline must be contacted at least 3 days prior to any excavation or construction activities within the Easement Area. The current contact for Digger's Hotline is 811 or 1-800-242-8511 or www.diggershotline.com.
8. Structures or above ground improvements are not permitted within the Easement Area. Prohibited structures include but are not limited to: houses, garages, outbuildings, storage sheds, decks, swimming pools, gazebos, satellite dish antennas and dog kennels/runs. Fencing may be permitted within the Easement Area with Grantee's prior written approval of Grantor's fence plan.
9. Planting of trees and shrubs is not permitted within the Easement Area. Grantor agrees that any future removal of trees and or encroaching limbs due to Grantee's maintenance, repair, reconstruction and replacement of the existing pipeline from the Easement Area will not be compensable.
10. The installation of private or public roads may be permitted within the Easement Area with Grantee's prior written approval of Grantor's road plan. The road plan must show sound structural fill around the gas pipeline. Grantee may require soil borings to establish the subgrade load bearing characteristics of the site and prove that unstable soils are not present around the gas pipeline.
11. A paved/compacted surface, such as a driveway, may be permitted within the Easement Area with Grantee's prior written approval of Grantor's driveway plan. The driveway plan must provide a minimum cover of 48 inches over the gas pipeline.
12. Heavy earth moving equipment may not be routed over the gas pipeline without Grantee's prior written approval of Grantor's construction plan. The construction plan must provide sufficient load bearing protection, including, but not limited to, temporary pavement, heavy mats, additional compacted cover or other adequate bridging methods.

EXHIBIT "B" – Page 2

13. **Wisconsin Public Service Corp. Field Operations must be contacted at least three (3) working days prior to any excavation activity within the Easement Area to coordinate oversight or inspection, or to confirm compliance with these provisions. The current phone number for Wisconsin Public Service Corp. Call Center is 1-800-450-7260.**
14. Additional protective requirements may be necessary upon review of Grantor's construction plans submitted to Grantee as required by the Easement.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 2, 2021

PREPARED BY

AGENDA ITEM # O.3

To receive and place on file the recommended staff timeline for public input for the replanting of the Perkins Park wooded area.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

March 2, 2021

PREPARED BY

AGENDA ITEM # O.4

To receive and place on file the staff update on fat tire biking at He-Nis-Ra Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

March 2, 2021

PREPARED BY

AGENDA ITEM # P.1

To approve the request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.

- a. Parking Maintenance Technician (PMT) - Public Works

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Request to Fill Memo 2.23.2021
2. Parking Maintenance Technician - A. Olson 02.10.21

MEMORANDUM



Human Resources Department

To: Personnel Committee
Joe Faulds, Human Resources Director

From: Sarah Fidler
Human Resources Generalist

Re: Request to Fill Vacant Positions

Date: February 23, 2021

The Human Resources Department is requesting authorization to fill the following replacement positions approved as part of the 2021 budget and all subsequent vacancies resulting from internal transfers. The justification reports are attached.

- Parking Maintenance Technician (PMT)/Nights – Replacement position due to the resignation of Allison Olson effective February 10, 2021. Salary range: \$20.36 to \$23.96 per hour

**Position Fill Request
Justification Report
February 12, 2021**

Position Title: Full-time Parking Maintenance Technician/Nights (PMT) Parking Division

- 1. If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

This is a replacement position, resulting from the resignation of Parking Maintenance Technician Allison Olson effective Wednesday, February 10, 2021.

- 2. Is this position included in the current budget? If not, please list how this position will be funded (grant, internship, etc.). Please list the salary range of the position.**

Yes, this position is funded in the Parking Division operating budget. The current wage range is \$20.36 to \$23.96 per hour (\$42,349 to \$49,837 per year).

- 3. Please list the functions and any special information regarding this position.**

The PMT/Nights position is scheduled four 10-hour shifts per week, and works from 8:00 p.m. until 6:30 a.m. The PMT/Night schedule covers seven (7) days per week, on an eight (8) week rotation. Each PMT gets three (3) days off per week, but not always in a row. The PMT schedule rotation includes two (2) weekends in a row scheduled to work, followed by two (2) weekends in a row scheduled off.

Parking facility maintenance must be completed when facilities are empty. The PMT/Night position is responsible for completing the following tasks:

- Plowing/salting surface parking lots
- Plowing/spreading/snow removal interior and ramp roofs
- Sweeping
- Pressure washing parking decks and other surfaces
- Re-lamping light fixtures
- Other maintenance in parking areas as assigned

PMT's also enforce the overnight on-street parking restriction, parking facilities, and certain private properties as prescribed during nighttime hours. This position also oversees contracted security activity on weekends, particularly in the Cherry Street Ramp and the River Ramp.

- 4. Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**

This position generates revenue from parking citations. PMT's generate over \$300,000 of parking citation revenue per year from the City's overnight parking enforcement program.

5. Please explain why current staff is unable to absorb duties of this position.

There are 4 full-time PMT's in the Parking Division Table of Organization. If one or more of them is out, then:

- 1) PMT shifts must be modified for proper coverage, typically requiring overtime
- 2) The new PARCS program requires Parking Division to be staffed 24/7/360. Employee vacancies cannot occur.
- 3) Lower PMT staffing means lower revenue. Parking Division is self-revenue-generating, so it must maintain its revenue stream in order to remain financially solvent.

6. If duties of position are presently being done, how are they done?

Parking Division continues to do its best to cover all responsibilities. However, lower staffing levels require certain duties to be prioritized and/or not completed.

7. What service would be reduced or eliminated if this position is not filled?

Failing to fill this position will result in lost revenue from parking citations, reduced maintenance in the ramps, and lower levels of parking system security.

8. What are the alternative methods and costs of accomplishing the work?

Force daytime Parking Division maintenance staff to work night hours. However, doing so only creates shortfalls in coverage of daytime work tasks.

9. Are there union issues?

No

10. Other supporting comments.

None



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

March 2, 2021

PREPARED BY

AGENDA ITEM # P.2

To hold until the April 13, 2021 Personnel Committee meeting discussion and evaluation of the expiration date for the City's Policy on COVID-19 Paid Sick Leave for each employee group as the COVID-19 vaccine becomes available to City employees.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2021-02-19 Dist 4 to Personnel



Alders' Petitions and Communications

Name:

Committee Name:

Today's Date:

Text of Communication:

To discuss and evaluate the expiration date for the City's Policy on COVID-19 paid sick leave for each employee group as the COVID-19 vaccine becomes available to the City Employees.

Upon completing this form, please email it to the City Clerk.



Report to the
Public Arts Commission
of the City of Green Bay

MEETING DATE

March 2, 2021

PREPARED BY

Laura Schley, Staff

AGENDA ITEM # Q.1

To approve updating the program guidelines for the Rotating Arts Program to include Neighborhood Association notification of GBPAC art selection meetings.

BACKGROUND

Staff spoke with Ald. K. Lefebvre to determine ways that the neighborhoods could be involved in the selected placement of artwork for the Rotating Art Program. The best option that was discussed was for staff to notify Neighborhood Associations of the GBPAC meeting in which the artwork for the Rotating Art Program will be selected and placed. The Neighborhood Association contact can then share the meeting invitation to their members so any interested parties may join the GBPAC meeting and speak on the matter when the floor is opened to the public.

Currently the Rotating Art Program selection and placement of work has been determined by the GBPAC during their regular public meetings. Notification of these selection meetings has not been promoted to the Neighborhood Associations in the past.

RECOMMENDATION

Staff is recommending updating program guidelines for Rotating Arts Program to include Neighborhood Association notification of GBPAC art selection meetings.

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Public Arts Commission
of the City of Green Bay

MEETING DATE

March 2, 2021

PREPARED BY

Laura Schley, Staff

AGENDA ITEM # Q.2

To approve the revival and update of the Rotating Art Program.

BACKGROUND

During the January 27, 2020, regular meeting of the GBPAC this item was referred back to staff to further look into artist insurance requirements. Staff discussed these requirements with the Law Dept. It was determined that the artist will be required to provide insurance if heavy equipment is involved with the installation of their piece. If they hire an outside contractor, then that contractor would need to provide this insurance. There may be opportunities to work with the City and the requests will be handled on a one on one basis. The artists will also need to sign releases for the installation and removal of their pieces placed on City or RDA properties.

The insurance portion was the only item requested for further development. All other proposed changes to the Rotating Art Program were reviewed and agreed upon at the previous meeting. Previous proposed updates to the program recommended all six footings operate on the same schedule so that promotion and management of the program can be unified.

Attached for consideration is the updated draft Guidelines and Application with artist insurance requirements specified.

RECOMMENDATION

Staff is recommending approval of reviving the Rotating Art Program with the proposed program updates.

FISCAL IMPACT

ATTACHMENTS

1. DRAFT Rotating Art Program Application Updated 2.11.2021
2. DRAFT Rotating Art Program Guidelines Updated 2.11.2021

ROTATING ART PROGRAM APPLICATION

Green Bay Public Arts Commission
City of Green Bay
Dept. of Community and Economic
Development
100 North Jefferson Street - Rm 608
Green Bay, WI 54301-5026
Phone: (920).448.3142
Fax: (920).448.3426
<http://greenbaywi.gov/pac>

GBPac

GREEN BAY
PUBLIC ARTS
COMMISSION



APPLICANT / ARTIST NAME: _____

ARTIST WEBSITE: _____

STREET ADDRESS: _____

MAILING ADDRESS (IF DIFFERENT): _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE (DAYS): _____

E-MAIL ADDRESS: _____

SCULPTURE TITLE: _____

SCULPTURE DIMENSIONS (specify feet and/or inches): Height _____ Width _____ Depth _____

SCULPTURE DESCRIPTION: (Please answer the following questions in the box below)

What does the piece depict? What materials are used? How will this be installed? How is it fastened to the ground?
Any other pertinent information the Commission should know about this piece, etc.)

Large empty box for sculpture description, overlaid with a large diagonal 'DRAFT' watermark.

EXPERIENCE: (Please answer in the box below. If attaching an artist resume, please note below.)
What is your experience with exhibiting public art? List any key dates, installation locations, education, or other details the Commission should know.

WILL THIS PIECE BE FOR SALE? (Please circle one.)

YES

NO

IF FOR SALE, WHAT IS THE SALE PRICE? IF NOT FOR SALE LIST - NFS: _____

DO YOU ANTICIPATE USING HEAVY EQUIPMENT TO INSTALL? (Please circle one.)

YES

NO

IF YES, DO YOU HAVE INSURANCE TO OPERATE HEAVY EQUIPMENT?

YES

NO

If you do not have insurance to operate or have access to heavy equipment, the City may provide equipment to the Artist at an expense.

REMINDER: PLEASE ATTACH THE FOLLOWING WITH THIS APPLICATION WHEN SUBMITTING

- **A. 1-4 EXAMPLES OF PREVIOUS WORK** Please label images with the following naming concept. LastNameSampleA1; LastNameSampleA2; LastNameSampleA3, etc. Ex.) **SmithSampleA1**
- **B. 3 - 6 REPRESENTATIVE PHOTOS, SKETCHES, OR SCALE MAQUETTE OF PROPOSED WORK** Please label images with the following naming concept: LastNameProposedWorkTitleB1; LastNameProposedWorkTitleB2; LastNameProposedWorkTitleB3, etc. Ex. **SmithTheThinkerB1**
- **C. ARTIST RESUME Optional** If you wish to attach a resume listing your artistic accomplishments rather than write in your experience above, you may do so. Please note you must either attach a resume or write in your experience above to be considered for the program.

WHEN YOU HAVE COMPLETED THIS FORM, EMAIL FORM AND REQUIRED ATTACHMENTS TO LAURA.SCHLEY@GREENBAYWI.GOV

FOR ANY QUESTIONS EMAIL LAURA.SCHLEY@GREENBAYWI.GOV OR CALL: 920-448-3142

ROTATING ART PROGRAM

Green Bay Public Arts Commission
City of Green Bay
Dept. of Community and Economic
Development
100 North Jefferson Street - Rm 608
Green Bay, WI 54301-5026
Phone: (920).448.3142
Fax: (920).448.3426
<http://greenbaywi.gov/pac>



GREEN BAY
PUBLIC ARTS
COMMISSION



DEADLINE

Application materials must be
submitted by **5:00 PM**
April 16, 2021.

WHAT IS THE GREEN BAY PUBLIC ARTS COMMISSION?

The Green Bay Public Arts Commission's (GBPAC) mission is to promote the arts, culture, and creative identity of Green Bay through awareness efforts, provisions, and exhibitions. The GBPAC exists to fund artistic activities and support cultural programs that integrate and advance arts and culture as an essential part of life in Green Bay. The GBPAC is a five-member commission appointed by the Mayor to advise the City about matters of arts and culture.

WHAT IS THE ROTATING ART PROGRAM?

The Rotating Art Program was created in order to beautify our community, promote our cultural identity, and to encourage artistic engagement. The Green Bay Public Arts Commission (GBPAC) invites artists to offer their creative talents to the City of Green Bay. The Rotating Art Program (RAP) is an opportunity for temporary works of art to sprout up throughout the community. Six concrete pads have been installed throughout the city to serve as platforms for temporarily installed sculptures. Accepted artists will be given \$1,500 to help facilitate the installation and deaccession of the work. The art will be on display for one year. During the eighth month of the display period, the sculptures will have the option of being put up for sale at an 8% commission fee to the GBPAC.

The objectives of the Rotating Art Program include broadening the role of the artists in the community by:

- Developing public artworks that have strong, inherent aesthetic quality and represent diverse communities and a wide range of artistic styles and disciplines.
- Encouraging collaboration among artists, architects, engineers, and others.
- Encouraging public dialogue about and understanding of works of art, issues raised by public art, and the various roles artists can undertake.
- Providing opportunities for artists to advance their art forms.
- Dispersing temporary public art through the City of Green Bay to really build a voice for the creative community within the city.

GUIDELINES

Artists may submit existing art or propose sculptures created specifically for this call. Art quality should be high in regard to design, materials, craftsmanship, assembly, and appropriateness to theme and character designated by the Green Bay Public Arts Commission. Proposed work will be reviewed based on:

ARTISTIC MERIT:

- Idea to be conveyed
- Visual impact, including color, form, and composition
- Original and innovative design

FEASIBILITY:

- Public Safety
- Quality materials and craftsmanship

ABILITY TO SUCCESSFULLY COMPLETE THE PROJECT:

- Training and experience
- Ability to meet key project deadlines
- Technical competence and craft experience

PROJECT TIMELINE

Below is an outline of key project dates. Staff reserves the right to adjust project dates as necessary.

- **March 1, 2021** -Call for 2021 Rotating Art Program opens
- **April 16, 2021** -Call Closes
- **April 28, 2021** -Public Arts Commission to review all submissions
- **April 30, 2021** -Selected artists notified
- **June 1 - June 25, 2021** -Artwork will be installed (specific date will be determined between artist and Public Arts Coordinator)
- **June 26, 2021** -Artwork Celebration
- **June 2022** -Artwork must be removed (specific date will be determined between artist and Public Arts Coordinator)

BEFORE YOU APPLY

How does your piece fit the Rotating Art Program? We are looking for projects that are: high quality, unique, safe, and appropriate for public display.

ELIGIBLE WORK MUST:

- Ready for installation
- Be original work by the submitting artist
- Fit within the boundaries of the 6ft. diameter footing (larger pieces will be individually reviewed)
- Be able to be securely anchored to the concrete platform
- Be safe to the public
- Be weatherproof and resilient for northeast Wisconsin's climate
- Weigh no more than 2,500 pounds.
- Be installed by the artist/artist team (if assistance is needed, please contact the Public Arts Coordinator)
- Be maintained by the artist throughout the display year
- All repairs to the piece will be made by the artist
- Any vandalism will be re-mediated by the artist
- Be deaccessioned by the artist/artist team at the conclusion of the display year

Final placement of the work will be determined by the Commission.

Expect that you will be responsible for all costs associated with the project, including the costs of fabrication, installation, maintenance, permits, fees, deaccession, etc.

Remember if the GBPAC approves your application, your project will become a part of the Rotating Art Program. Your project and all promotional materials will need to display our logo and/or credit language. You are not receiving a grant for your project. You are providing a temporary public art piece that you may sell at an 8% commission fee to the GBPAC. Your piece will be on display for an 8 month minimum from the installation date, with an end date to be set at one year from installation unless otherwise determined between the artist and the Public Arts Coordinator.

SUBMISSION

THE APPLICATION CAN BE FOUND ON THE CITY WEBSITE:
[HTTP://GREENBAYWI.GOV/581/ROTATING-ART-PROGRAM](http://greenbaywi.gov/581/rotating-art-program)

APPLICATION WILL REQUEST:

- First and Last Name
- Address
- Phone Number
- Email
- Project Title
- Project Description
- Will the piece be for sale?
- What is the sale price? (if any)
- 3-6 representative photos, sketches, or a scale maquette of your proposed sculpture
- Dimensions of sculpture
- Evidence of prior work
 - Photos of prior work
- How will the piece be installed?

THE PUBLIC ARTS COORDINATOR WILL CONTACT YOU TO CONFIRM RECEIPT OF ALL APPLICATION MATERIALS ONCE SUBMITTED.

REVIEW PROCESS

1. You've submitted your application. Yay!
2. The Public Arts Coordinator will contact you within 24 hours of submission to confirm receipt of all application materials. Please allow additional time for a response if submitting late Friday/on the weekend.
3. The Public Arts Coordinator will share your submission materials with the Public Arts Commission for review.
4. Full Commission review of all submissions at the next scheduled public meeting will include a comparison of project grading along with an opportunity for artists to comment on their submission if they wish.
5. Following the public meeting, you will be notified of program acceptance/denial.

FUNDING CREDIT

All publicity, press releases, and promotional material must acknowledge that the project is a Rotating Art Program temporary public art piece funded by the Green Bay Public Arts Commission.

PAYMENT

Accepted applicants will receive \$1,500 to help facilitate the installation and deaccession of the work. \$750 will be provided during installation followed by \$750 after successful deaccession of the work by the artist.

QUESTIONS

QUESTIONS MAY BE SENT TO LAURA SCHLEY, PUBLIC ARTS COORDINATOR AT LAURA.SCHLEY@GREENBAYWI.GOV OR 920-574-7473



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

March 2, 2021

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # R.1

To approve the recommendation of staff to install SPEED LIMIT 25 signs on Newberry Avenue at:

- (a) eastbound between Henry Street and Schober Street,
- (b) eastbound between Huth Street and Jacob Street,
- (c) westbound between Reimer Street and Huth Street, and
- (d) westbound between Henry Street and De Leers Street.

BACKGROUND

Newberry Ave is a collector street. Henry Street is a collector street in one segment and spans from Oakdale Ave to Eastman Ave. There is a 4-WAY STOP condition at Newberry Ave and Huth St. Installing speed limit signs for traffic coming off of both intersections with Newberry Ave is appropriate since Newberry Ave is collector street.

RECOMMENDATION

Install SPEED LIMIT 25 signs on Newberry Avenue at:

- (a) eastbound between Henry Street and Schober Street,
- (b) eastbound between Huth Street and Jacob Street,
- (c) westbound between Reimer Street and Huth Street, and
- (d) westbound between Henry Street and De Leers Street.

FISCAL IMPACT

ATTACHMENTS

- 1. Petitions and Communications -Traffic Bike and Ped 10-19-2020
- 2. Speed Limit Newberry



PETITIONS AND COMMUNICATIONS FORM
COMMON COUNCIL
CITY OF GREEN BAY

Date of Council Meeting: _____

Request of Alderperson Craig L Stevens

Refer to: Traffic, Bike and Pedestrian

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.

Consideration with possible action on a request by Gerry Piontek to install additional speed limit 25 signs along Newberry Ave between Bader Street and Main Street.

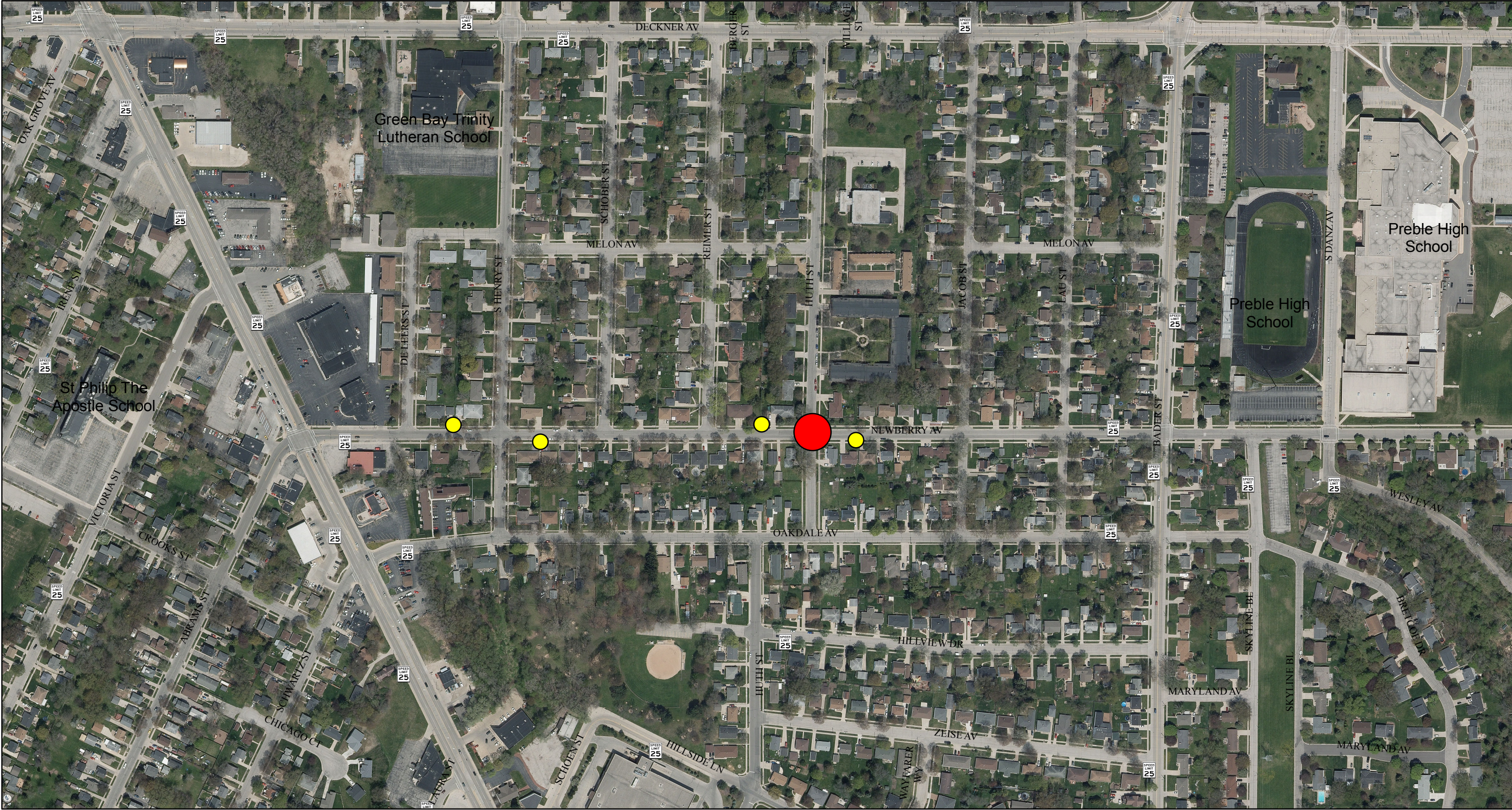
Attachments from Gerry Piontek

Dear Craig Stevens

I talked to you at one of our neighborhood get togethers (Old Preble Neighborhood Assoc.) I was telling you why our last alderman lost to you by 3 votes. He wouldn't do anything for our neighborhood so we voted him out. I was hoping you could get this 25 mile sign put up between Reimer & Schoben - no trees on north side of street - cars coming off Lau, Jacob, Huth & Reimer do not see any sign for speeding. I also talked to one of our Police officers at the meeting and he said he was going to take care of it and he called and said would be done but that was a 1 1/2 years ago. Please see if you can do something for us - we have to many young people living on this street. we would appreciate it

(my sign has been
damaged 3 times
in last year
(25)

Gerry Prostel
1868 Newberry
920-468-1596



-  New Speed Limit Signs
-  Existing 4-Way Stop

1 in = 300 ft



Report to the
Economic Development Authority
of the City of Green Bay

MEETING DATE

March 2, 2021

PREPARED BY

Matt Buchanan, Staff

AGENDA ITEM # S.2

To approve the Shipyard Corridor Brownfields Study and Redevelopment Guide.

BACKGROUND

Late last year, the City of Green Bay received a technical assistance grant to support the City's ongoing efforts to facilitate the cleanup and redevelopment of brownfield sites along the South Broadway Corridor near the Shipyard (100 W. Mason Street). This effort advances a neighborhood revitalization strategy completed in early 2020, through a separate EPA technical assistance grant that entailed a community meeting and a one-day technical workshop with neighborhood leaders, local housing experts and other key stakeholders.

As part of this latest technical assistance grant, the EPA and City partnered with the consulting firm Stantec to conduct an in-depth study of the corridor along S. Broadway between Mason and Howard streets. The study examined existing conditions, identified brownfield properties and analyzed redevelopment constraints, such as site contamination, flooding/stormwater management and geotechnical suitability of key properties. Using the information gathered from the study, as well as public and stakeholder input received, the project team prepared guidance and recommendations for redevelopment. This guidance includes a vision for new land uses, building densities and ideas to address stormwater challenges through green infrastructure.

City staff and EDA may rely on the Shipyard Corridor Study and Redevelopment Guide when determining how to best utilize its Brownfields Assessment Grant and the Brownfields Revolving Loan Fund. Furthermore, the guide may be used to prepare requests for proposals (RFPs) for the redevelopment of RDA-owned land within the corridor. Elements of the guide may also be incorporated into updates to the City's Comprehensive Plan and other formal planning documents.

RECOMMENDATION

Staff is recommending approval of the Shipyard Corridor Study and Redevelopment Guide.

FISCAL IMPACT

The Shipyard Corridor Study and Redevelopment Guide was prepared through a U.S. EPA technical assistance grant and did not have a direct fiscal impact to the City of Green Bay.

ATTACHMENTS

1. Shipyard Corridor Report_Final_Appendix_B
2. Shipyard Corridor Report_Final_Appendix_C
3. Shipyard Corridor Report_FINAL_111720
4. Shipyard Corridor Report_Final_Appendix_A

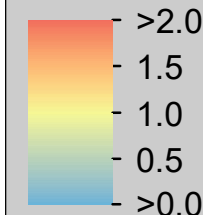
B

APPENDIX B

**MCMAHON GROUP
ANALYSIS**



**September, 2015
Flooding Depth (in feet)**



Other Mapped Features

- Manhole
- 12" Storm Main and Diameter
- Basin Boundary
- 100 Index Contour
- Intermediate Contour
- Parcel Line
- Surface Water

Source: City of Green Bay, 2016; Brown County, 2014-16.

Disclaimer: The property lines, right-of-way lines, and other property information on this drawing were developed or obtained as part of the County Geographic Information System or through the County property tax mapping function. McMAHON does not guarantee this information to be correct, current, or complete. The property and right-of-way information are only intended for use as a general reference and are not intended or suitable for site-specific uses. Any use to the contrary of the above stated uses is the responsibility of the user and such use is at the user's own risk.



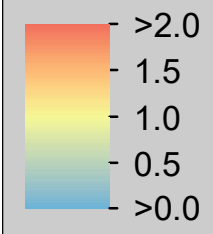
McMAHON
ENGINEERS ARCHITECTS

**BASIN 106 - 108
EXISTING CONDITIONS
SEPTEMBER 2015 STORM EVENT
HYDROLOGIC AND
HYDRAULIC ANALYSIS
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN**

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10 Year Storm
Flooding Depth (in feet)



Other Mapped Features

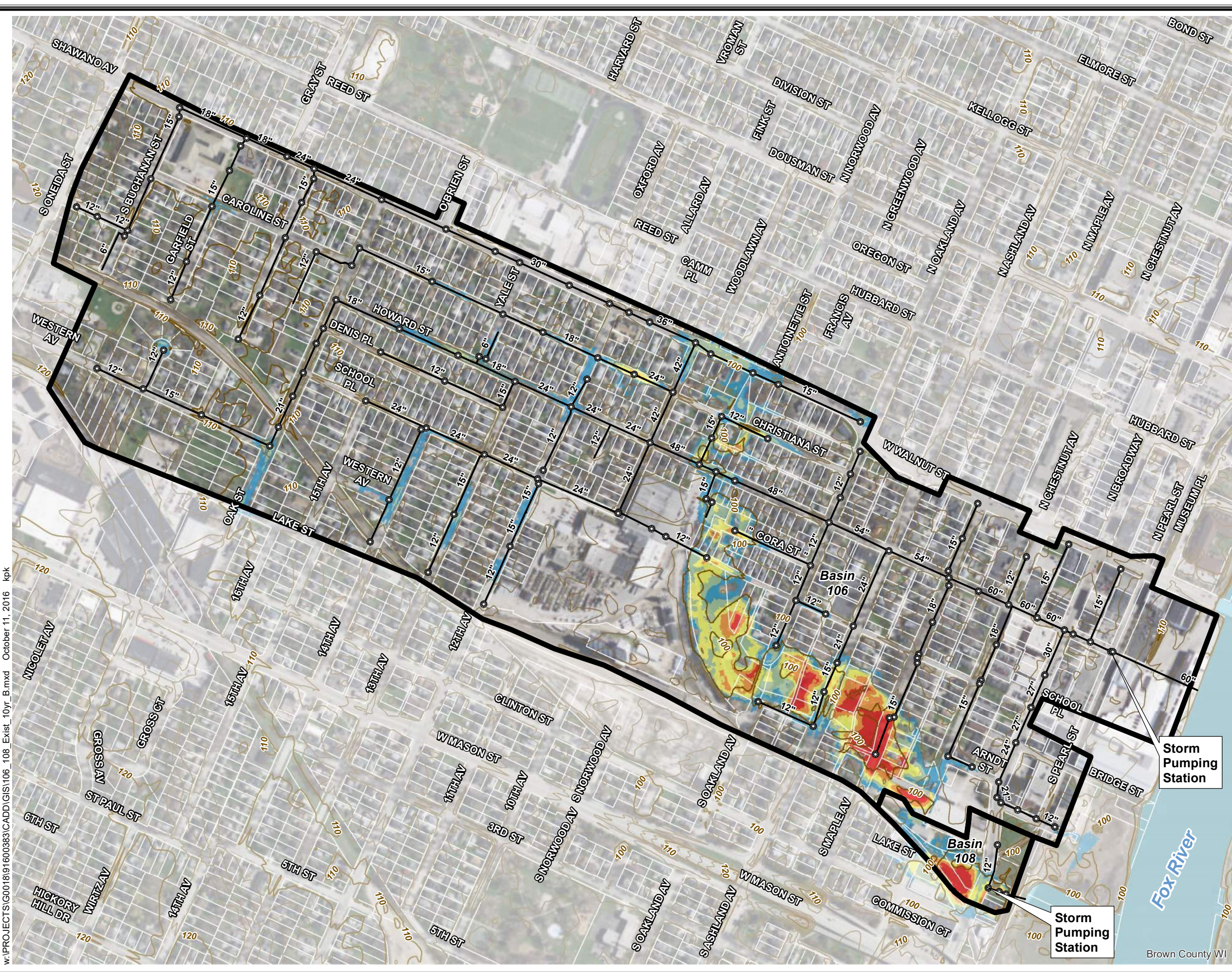
- Manhole
- 12" Storm Main and Diameter
- Basin Boundary
- Index Contour
- Intermediate Contour
- Parcel Line
- Surface Water

Source: City of Green Bay, 2016; Brown County, 2014-16.

Disclaimer: The property lines, right-of-way lines, and other property information on this drawing were developed or obtained as part of the County Geographic Information System or through the County property tax mapping function. McMAHON does not guarantee this information to be correct, current, or complete. The property and right-of-way information are only intended for use as a general reference and are not intended or suitable for site-specific uses. Any use to the contrary of the above stated uses is the responsibility of the user and such use is at the user's own risk.



BASIN 106 - 108
EXISTING CONDITIONS
10 YEAR STORM EVENT
HYDROLOGIC AND
HYDRAULIC ANALYSIS
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN



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- Manhole
- 12" Storm Main and Diameter
- Basin Boundary
- 100 Index Contour
- Intermediate Contour
- Parcel Line
- Surface Water

Disclaimer: The property lines, right-of-way lines, and other property information on this drawing were developed or obtained as part of the County Geographic Information System or through the County property tax mapping function. McMAHON does not guarantee this information to be correct, current, or complete. The property and right-of-way information are only intended for use as a general reference and are not intended or suitable for site-specific uses. Any use to the contrary of the above stated uses is the responsibility of the user and such use is at the user's own risk.

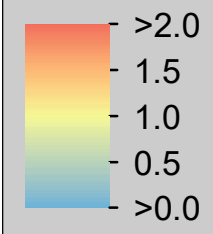


McMAHON
ENGINEERS ARCHITECTS

BASIN 106 - 108
EXISTING CONDITIONS
25 YEAR STORM EVENT
HYDROLOGIC AND
HYDRAULIC ANALYSIS
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN



**100 Year Storm
Flooding Depth (in feet)**



Other Mapped Features

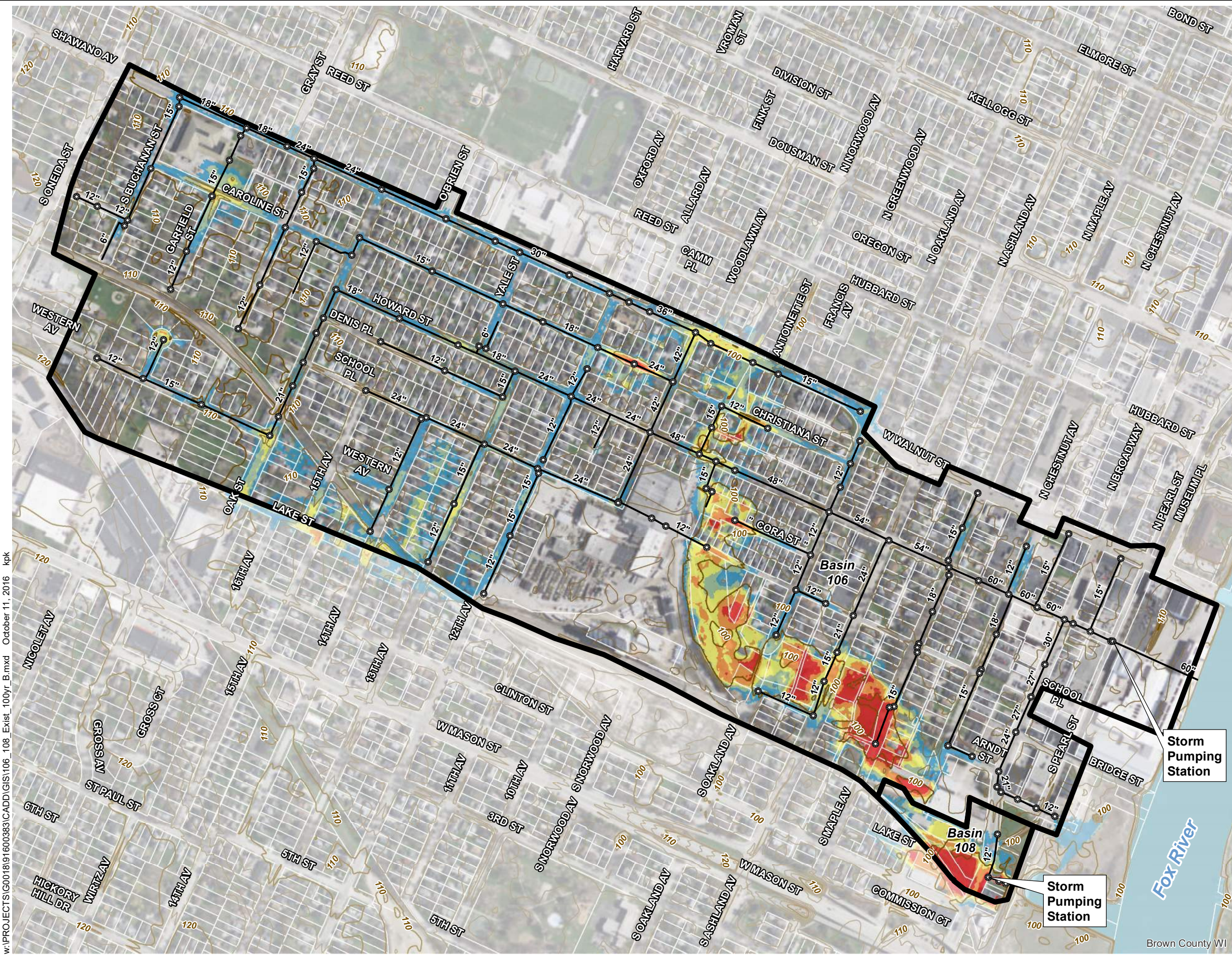
- Manhole
- 12" Storm Main and Diameter
- Basin Boundary
- 100 Index Contour
- Intermediate Contour
- Parcel Line
- Surface Water

Source: City of Green Bay, 2016; Brown County, 2014-16.

Disclaimer: The property lines, right-of-way lines, and other property information on this drawing were developed or obtained as part of the County Geographic Information System or through the County property tax mapping function. McMAHON does not guarantee this information to be correct, current, or complete. The property and right-of-way information are only intended for use as a general reference and are not intended or suitable for site-specific uses. Any use to the contrary of the above stated uses is the responsibility of the user and such use is at the user's own risk.



**BASIN 106 - 108
EXISTING CONDITIONS
100 YEAR STORM EVENT
HYDROLOGIC AND
HYDRAULIC ANALYSIS
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN**



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Owner: City of Green Bay
Project Name: Hydrologic and Hydraulic Analysis
Contract No. G0018-9-16-00383
Date: September 30, 2016
Basin: BASIN 106
Alternative: Alternative 1 - 26 ac-ft Dry Pond, Upsize Storm Sewer
Project Manager: Nick Vande Hey

Item	Qty	Unit	Description	Unit Price	Total
1	1	L.S.	Demolition for Dry Pond	\$50,000.00	\$50,000.00
2	1	L.S.	Traffic Control	\$25,000.00	\$25,000.00
3	2,500	L.F.	Silt Fence	\$1.50	\$3,750.00
4	54	EA.	Inlet Protection	\$75.00	\$4,050.00
5	1	EA.	Tracking Pad &/or Tire Washing	\$1,000.00	\$1,000.00
6	1	L.S.	Dewatering	\$6,000.00	\$6,000.00
7	41,500	C.Y.	Unclassified Excavation for Dry Pond (hailed off-site far with traffic lights)	\$9.00	\$373,500.00
8	890	L.F.	54-Inch Storm Sewer	\$230.00	\$204,700.00
9	3,055	L.F.	48-Inch Storm Sewer	\$190.00	\$580,450.00
10	770	L.F.	36-Inch Storm Sewer	\$120.00	\$92,400.00
11	2,005	L.F.	30-Inch Storm Sewer	\$110.00	\$220,550.00
12	2,390	L.F.	24-Inch Storm Sewer	\$90.00	\$215,100.00
13	1,630	L.F.	18-Inch Storm Sewer	\$80.00	\$130,400.00
14	880	L.F.	Abandon Storm Sewer with Slurry	\$20.00	\$17,600.00
15	2	EA.	RCP Apron Endwall with Joint Ties & Trash Guard (>30")	\$3,500.00	\$7,000.00
16	57	V.F.	Storm Manhole or Inlet Manhole (>8' Dia)	\$900.00	\$50,940.00
17	98	V.F.	Storm Manhole or Inlet Manhole (8' Dia)	\$800.00	\$78,000.00
18	24	V.F.	Storm Manhole or Inlet Manhole (6' Dia)	\$600.00	\$14,220.00
19	53	V.F.	Storm Manhole or Inlet Manhole (5' Dia)	\$500.00	\$26,450.00
20	106	V.F.	Storm Manhole or Inlet Manhole (4' Dia)	\$400.00	\$42,240.00
21	60	C.Y.	Heavy Rip Rap with Type HR Fabric	\$50.00	\$3,000.00
22	760	L.F.	Lower Watermain	\$150.00	\$114,000.00
23	123	EA.	Water Service Adjustments	\$250.00	\$30,750.00
24	20	EA.	Sanitary Service Adjustments	\$250.00	\$5,000.00
25	1,100	L.F.	8-Inch Sanitary Sewer Relay	\$80.00	\$88,000.00
26	1,400	L.F.	Concrete Curb & Gutter Restoration	\$30.00	\$42,000.00
27	400	S.Y.	Concrete Sidewalk Restoration 4-Inch	\$55.00	\$22,000.00
28	80	S.Y.	Asphalt Driveway Restoration	\$45.00	\$3,600.00
29	9,600	S.Y.	Asphalt Street Restoration - 3.5-Inch Pavement, 12-Inch Base	\$35.00	\$336,000.00
30	2,300	S.Y.	Concrete Pavement Restoration (Full Panel) 8-Inch PCC Dowels, 6-Inch Base	\$80.00	\$184,000.00
31	23,232	S.Y.	Turf Grass (4" Topsoil, Fertilizer, Seed & Mulch)	\$3.00	\$69,696.00
32	23,232	S.Y.	WDOT Class I, Urban Type A Erosion Mat	\$1.50	\$34,848.00

Acres
 Acres

Construction
Engineering / Contingency (30%)
Land Acquisition
Easement Allowance
TOTAL PROJECT COST

\$3,076,244.00
\$922,873.20
\$0.00
\$0.00
\$3,999,117.20

Notes:

- 1.) Soil Borings are recommended to determine the type of material excavated for the stormwater detention facility and if a liner is needed.
- 2.) It was assumed that no rock excavation will be required, and the excavated material will not be contaminated.
- 3.) This OPC assumes that the existing street inlets and inlet leads are not replaced. The OPC assumes the existing street inlets and inlet leads have adequate flow capacity and structural condition.
- 4.) This OPC assumes sand or granular trench backfill beneath pavement areas.

Owner: City of Green Bay
Project Name: Hydrologic and Hydraulic Analysis
Contract No. G0018-9-16-00383
Date: September 30, 2016
Basin: BASIN 106
Alternative: Alternative 2 - 11 ac-ft Pond, Upsize Storm Sewer, Upsize Pump
Project Manager: Nick Vande Hey

Item	Qty	Unit	Description	Unit Price	Total
1	1	L.S.	Demolition for Dry Pond	\$10,000.00	\$10,000.00
2	1	L.S.	Traffic Control	\$42,000.00	\$42,000.00
3	1,300	L.F.	Silt Fence	\$1.50	\$1,950.00
4	91	EA.	Inlet Protection	\$75.00	\$6,825.00
5	1	EA.	Tracking Pad &/or Tire Washing	\$1,000.00	\$1,000.00
6	1	L.S.	Dewatering	\$4,000.00	\$4,000.00
7	17,750	C.Y.	Unclassified Excavation for Dry Pond (hailed off-site far with traffic lights)	\$9.00	\$159,750.00
8	1	L.S.	Pumps and Control Panel	\$230,000.00	\$230,000.00
9	1	L.S.	Mechanical Installation	\$46,000.00	\$46,000.00
10	1	L.S.	Electrical Installation	\$35,000.00	\$35,000.00
11	1	L.S.	Pump Station Structure	\$40,000.00	\$40,000.00
12	1	L.S.	General Conditions (Bonding, Insurance, Overhead & Profit, Mobilization, etc...)	\$35,100.00	\$35,100.00
13	640	L.F.	96-Inch Storm Sewer	\$620.00	\$396,800.00
14	3,160	L.F.	54-Inch Storm Sewer	\$230.00	\$726,800.00
15	5,639	L.F.	48-Inch Storm Sewer	\$190.00	\$1,071,410.00
16	4,136	L.F.	36-Inch Storm Sewer	\$120.00	\$496,320.00
17	362	L.F.	30-Inch Storm Sewer	\$110.00	\$39,820.00
18	2,950	L.F.	24-Inch Storm Sewer	\$90.00	\$265,500.00
19	1,358	L.F.	18-Inch Storm Sewer	\$80.00	\$108,640.00
20	60	L.F.	Bore or Jack 96-Inch Storm Sewer	\$1,800.00	\$108,000.00
21	60	L.F.	Bore or Jack 36-Inch Storm Sewer	\$850.00	\$51,000.00
22	880	L.S.	Abandon Storm Sewer with Slurry	\$20.00	\$17,600.00
23	2	EA.	RCP Apron Endwall with Joint Ties & Trash Guard (<30")	\$1,500.00	\$3,000.00
24	2	EA.	RCP Apron Endwall with Joint Ties & Trash Guard (>30")	\$3,500.00	\$7,000.00
25	133	V.F.	Storm Manhole or Inlet Manhole (>8' Dia)	\$900.00	\$119,700.00
26	174	V.F.	Storm Manhole or Inlet Manhole (8' Dia)	\$800.00	\$139,200.00
27	18	V.F.	Storm Manhole or Inlet Manhole (6' Dia)	\$600.00	\$10,800.00
28	140	V.F.	Storm Manhole or Inlet Manhole (5' Dia)	\$500.00	\$70,000.00
29	111	V.F.	Storm Manhole or Inlet Manhole (4' Dia)	\$400.00	\$44,400.00
30	90	C.Y.	Heavy Rip Rap with Type HR Fabric	\$50.00	\$4,500.00
31	26	L.F.	Lower Watermain	\$150.00	\$3,900.00
32	138	EA.	Water Service Adjustments	\$250.00	\$34,500.00
33	20	EA.	Sanitary Service Adjustments	\$250.00	\$5,000.00
34	1,100	L.F.	8-Inch Sanitary Sewer Relay	\$80.00	\$88,000.00
35	1,400	L.F.	Concrete Curb & Gutter Restoration	\$30.00	\$42,000.00
36	400	S.Y.	Concrete Sidewalk Restoration 4-Inch	\$55.00	\$22,000.00
37	80	S.Y.	Asphalt Driveway Restoration	\$45.00	\$3,600.00
38	13,600	S.Y.	Asphalt Street Restoration - 3.5-Inch Pavement, 12-Inch Base	\$35.00	\$476,000.00
39	2,800	S.Y.	Concrete Pavement Restoration (Full Panel) 8-Inch PCC Dowels, 6-Inch Base	\$80.00	\$224,000.00
40	13,068	S.Y.	Turf Grass (4" Topsoil, Fertilizer, Seed & Mulch)	\$3.00	\$39,204.00
41	13,068	S.Y.	WDOT Class I, Type A Erosion Mat	\$1.50	\$19,602.00

Acres
 Acres

Construction
Engineering / Contingency (30%)
Land Acquisition
Easement Allowance
TOTAL PROJECT COST

\$5,249,921.00
\$1,574,976.30
\$0.00
\$0.00
\$6,824,897.30

Notes:

- 1.) Soil Borings are recommended to determine the type of material excavated for the stormwater detention facility and if a liner is needed.
- 2.) It was assumed that no rock excavation will be required, and the excavated material will not be contaminated.
- 3.) This OPC assumes that the existing street inlets and inlet leads are not replaced. The OPC assumes the existing street inlets and inlet leads have adequate flow capacity and structural condition.
- 4.) This OPC assumes sand or granular trench backfill beneath pavement areas.

Owner: City of Green Bay
Project Name: Hydrologic and Hydraulic Analysis
Contract No. G0018-9-16-00383
Date: September 30, 2016
Basin: BASIN 106
Alternative: Alternative 3 - Upsize Storm Sewer, Upsize Pump, No Pond
Project Manager: Nick Vande Hey

Item	Qty	Unit	Description	Unit Price	Total
1	1	L.S.	Traffic Control	\$42,000.00	\$42,000.00
2	20	L.F.	Silt Fence	\$1.50	\$30.00
3	90	EA.	Inlet Protection	\$75.00	\$6,750.00
4	1	EA.	Tracking Pad &/or Tire Washing	\$1,000.00	\$1,000.00
5	1	L.S.	Dewatering	\$1,500.00	\$1,500.00
6	1	L.S.	Pumps and Control Panel	\$230,000.00	\$230,000.00
7	1	L.S.	Mechanical Installation	\$46,000.00	\$46,000.00
8	1	L.S.	Electrical Installation	\$35,000.00	\$35,000.00
9	1	L.S.	Pump Station Structure	\$40,000.00	\$40,000.00
10	1	L.S.	General Conditions (Bonding, Insurance, Overhead & Profit, Mobilization, etc...)	\$35,100.00	\$35,100.00
11	640	L.F.	96-Inch Storm Sewer	\$620.00	\$396,800.00
12	1,643	L.F.	60-Inch Storm Sewer	\$260.00	\$427,180.00
13	4,665	L.F.	54-Inch Storm Sewer	\$230.00	\$1,072,950.00
14	4,775	L.F.	48-Inch Storm Sewer	\$190.00	\$907,250.00
15	1,509	L.F.	36-Inch Storm Sewer	\$120.00	\$181,080.00
16	362	L.F.	30-Inch Storm Sewer	\$110.00	\$39,820.00
17	2,950	L.F.	24-Inch Storm Sewer	\$90.00	\$265,500.00
18	1,358	L.F.	18-Inch Storm Sewer	\$80.00	\$108,640.00
19	60	L.F.	Bore or Jack 96-Inch Storm Sewer	\$1,800.00	\$108,000.00
20	880	L.S.	Abandon Storm Sewer with Slurry	\$20.00	\$17,600.00
21	2	EA.	RCP Apron Endwall with Joint Ties & Trash Guard (<30")	\$1,500.00	\$3,000.00
22	1	EA.	RCP Apron Endwall with Joint Ties & Trash Guard (>30")	\$5,500.00	\$5,500.00
23	118	V.F.	Storm Manhole or Inlet Manhole (>8' Dia)	\$900.00	\$106,200.00
24	262	V.F.	Storm Manhole or Inlet Manhole (8' Dia)	\$800.00	\$209,600.00
25	53	V.F.	Storm Manhole or Inlet Manhole (5' Dia)	\$500.00	\$26,500.00
26	111	V.F.	Storm Manhole or Inlet Manhole (4' Dia)	\$400.00	\$44,400.00
27	60	C.Y.	Heavy Rip Rap with Type HR Fabric	\$50.00	\$3,000.00
28	26	L.F.	Lower Watermain	\$150.00	\$3,900.00
29	138	EA.	Water Service Adjustments	\$250.00	\$34,500.00
30	20	EA.	Sanitary Service Adjustments	\$250.00	\$5,000.00
31	1,100	L.F.	8-Inch Sanitary Sewer Relay	\$80.00	\$88,000.00
32	1,400	L.F.	Concrete Curb & Gutter Restoration	\$30.00	\$42,000.00
33	400	S.Y.	Concrete Sidewalk Restoration 4-Inch	\$55.00	\$22,000.00
34	80	S.Y.	Asphalt Driveway Restoration	\$45.00	\$3,600.00
35	13,600	S.Y.	Asphalt Street Restoration - 3.5-Inch Pavement, 12-Inch Base	\$35.00	\$476,000.00
36	2,800	S.Y.	Concrete Pavement Restoration (Full Panel) 8-Inch PCC Dowels, 6-Inch Base	\$80.00	\$224,000.00
37	1,000	S.Y.	Turf Grass (4" Topsoil, Fertilizer, Seed & Mulch)	\$5.00	\$5,000.00

Acres
 Acres

Construction
Engineering / Contingency (30%)
Land Acquisition
Easement Allowance
TOTAL PROJECT COST

\$5,264,400.00
\$1,579,320.00
\$0.00
\$0.00
\$6,843,720.00

Notes:

- 1.) It was assumed that no rock excavation will be required, and the excavated material will not be contaminated.
- 2.) This OPC assumes that the existing street inlets and inlet leads are not replaced. The OPC assumes the existing street inlets and inlet leads have adequate flow capacity and structural condition.
- 3.) This OPC assumes sand or granular trench backfill beneath pavement areas.

Owner: City of Green Bay
Project Name: Hydrologic and Hydraulic Analysis
Contract No. G0018-9-16-00383
Date: September 30, 2016
Basin: **BASIN 108**
Alternative: **Alternative 1 - Upgrade Pump Station**
Project Manager: Nick Vande Hey

Item	Qty	Unit	Description	Unit Price	Total
1	1	L.S.	Traffic Control	\$2,500.00	\$2,500.00
2	2	EA.	Inlet Protection	\$75.00	\$150.00
3	1	EA.	Tracking Pad &/or Tire Washing	\$1,000.00	\$1,000.00
4	1	L.S.	Pumps and Control Panel	\$230,000.00	\$230,000.00
5	1	L.S.	Mechanical Installation	\$46,000.00	\$46,000.00
6	1	L.S.	Electrical Installation	\$35,000.00	\$35,000.00
7	1	L.S.	Pump Station Structure	\$40,000.00	\$40,000.00
8	1	L.S.	General Conditions (Bonding, Insurance, Overhead & Profit, Mobilization, etc...)	\$35,100.00	\$35,100.00
9	200	L.F.	24-Inch Storm Sewer Force Main	\$100.00	\$20,000.00
10	100	L.F.	60-Inch Storm Sewer	\$260.00	\$26,000.00
11	300	L.F.	48-Inch Storm Sewer	\$190.00	\$57,000.00
12	60	L.F.	Bore or Jack 60-Inch Storm Sewer	\$1,400.00	\$84,000.00
13	60	L.F.	Bore or Jack 24-Inch Storm Sewer	\$600.00	\$36,000.00
14	2	EA.	RCP Apron Endwall with Joint Ties & Trash Guard (<30")	\$1,500.00	\$3,000.00
15	2	EA.	RCP Apron Endwall with Joint Ties & Trash Guard (>30")	\$3,500.00	\$7,000.00
16	25	V.F.	Storm Manhole or Inlet Manhole (8' Dia)	\$800.00	\$20,000.00
17	30	C.Y.	Heavy Rip Rap with Type HR Fabric	\$50.00	\$1,500.00
18	190	L.F.	Concrete Curb & Gutter Restoration	\$30.00	\$5,700.00
19	210	S.Y.	Concrete Sidewalk Restoration 4-Inch	\$55.00	\$11,550.00
20	60	S.Y.	Concrete Pavement Restoration (Full Panel) 8-Inch PCC Dowels, 6-Inch Base	\$80.00	\$4,800.00
21	250	S.Y.	Turf Grass (4" Topsoil, Fertilizer, Seed & Mulch)	\$5.00	\$1,250.00

Acres
 Acres

Construction
Engineering / Contingency (30%)
Land Acquisition
Easement Allowance
TOTAL PROJECT COST

\$667,550.00
\$200,265.00
\$0.00
\$0.00
\$867,815.00

Notes:

- 1.) It was assumed that no rock excavation will be required, and the excavated material will not be contaminated.
- 2.) This OPC assumes that the existing street inlets and inlet leads are not replaced. The OPC assumes the existing street inlets and inlet leads have adequate flow capacity and structural condition.
- 3.) This OPC assumes sand or granular trench backfill beneath pavement areas.
- 4.) This includes two pumps, which is sufficient to pump the 25-year storm with no surcharging. One pump will be sufficient to provide a 10-year level of protection. Reduce the cost of the pump and control panel by 40% if only one pump is purchased and installed now. Structure is sized to allow additional pump to be installed at a later date.



City of Green Bay Hydrologic and Hydraulic Analysis

October 14, 2016

McMahon Project No. G0018 9-16-00383

Basin 106-108 Alternative 1

Synopsis

- Assume no overland flows into Basins 116 and 130 from adjoining basins.
- Upsize mainline storm sewer along Howard Street, between Hazel Street and Oak St.
- Upsize mainline storm sewer along Hazel Street, between Howard Street and School Pl.
- Upsize mainline storm sewer along School Place, between Hazel Street and 15th Avenue.
- Upsize mainline storm sewer along Ashland Avenue, between Howard Street and the new stormwater detention facility located just north of Seymour Court.
- Provide a new storm sewer to convey flow from Maple Avenue to the new detention facility.
- Upsize smaller storm sewers as recommended throughout Basins 106 and 108.
- Provide a stormwater detention facility in Seymour Park
 - 26 acre-feet of storage volume provided (dry bottom)
 - Top of Pond – 100
 - Bottom of Pond – 93
- The existing stormwater pump station at Pearl Street for Basin 106 is not modified.
- Upsize the stormwater pumping station at Broadway Street for Basin 108.
 - Pump station is sized to allow two additional pumps to be installed inside a new structure, which is proposed adjacent to the existing pump station.
 - One pump is sufficient to pump stormwater for all events up to the 25-year storm event, with no surcharging in Broadway Street or the “triangle parcel” west of Broadway St.
 - Two pumps are sufficient to pump stormwater for the 100-year storm event, with no surcharging in Broadway Street or the “triangle parcel” west of Broadway St.
 - If a 100-year level-of-protection is not required at this time, the second pump can be purchased at a later date when a 100-year level-of-protection is desired.
 - The existing pump and structure is proposed to remain and be used for small storms.
 - A force main is proposed for each new pump to convey stormwater to the Fox River.
 - Upsize the storm sewers that convey stormwater from the west side of Broadway Street to the pump station.
 - Upsize the gravity outlet pipe from the pump station to the Fox River.
- The opinion of probable cost includes pavement restoration, water main adjustments, water service adjustments, and sanitary service adjustments.

- Relay of sanitary sewer mains may be required if a new storm sewer conflicts with the existing mainline sanitary sewer and sanitary services. Limited sanitary sewer information is available for the study area.

Engineer's Opinion of Probable Costs

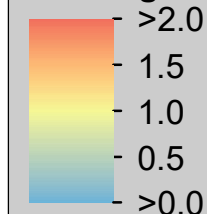
- Basin 106 - \$4.0M
- Basin 108 - \$900K

Level-of-Protection

- 10-year flooding is nominal.
- 25-year flooding is primarily contained within the street, but encroaches onto properties at various locations with the current FEMA Zone AE floodplain area.
- Substantial 100-year flooding is predicted within the current FEMA Zone AE floodplain area. The 100-year flooding is generally contained within the street right-of-way to the east and west of the FEMA Zone AE floodplain area.



**September 2015 Storm
Flooding Depth (in feet)**



Other Mapped Features

- Manhole
- Existing Storm Main and Diameter
- Proposed Upgraded Storm Main with Existing and Proposed Diameter
- Abandon Storm Sewer Pipe
- Basin Boundary
- Index Contour
- Intermediate Contour
- Parcel Line
- Proposed Stormwater Detention Facility
- Surface Water

Source: City of Green Bay, 2016; Brown County, 2014-16.

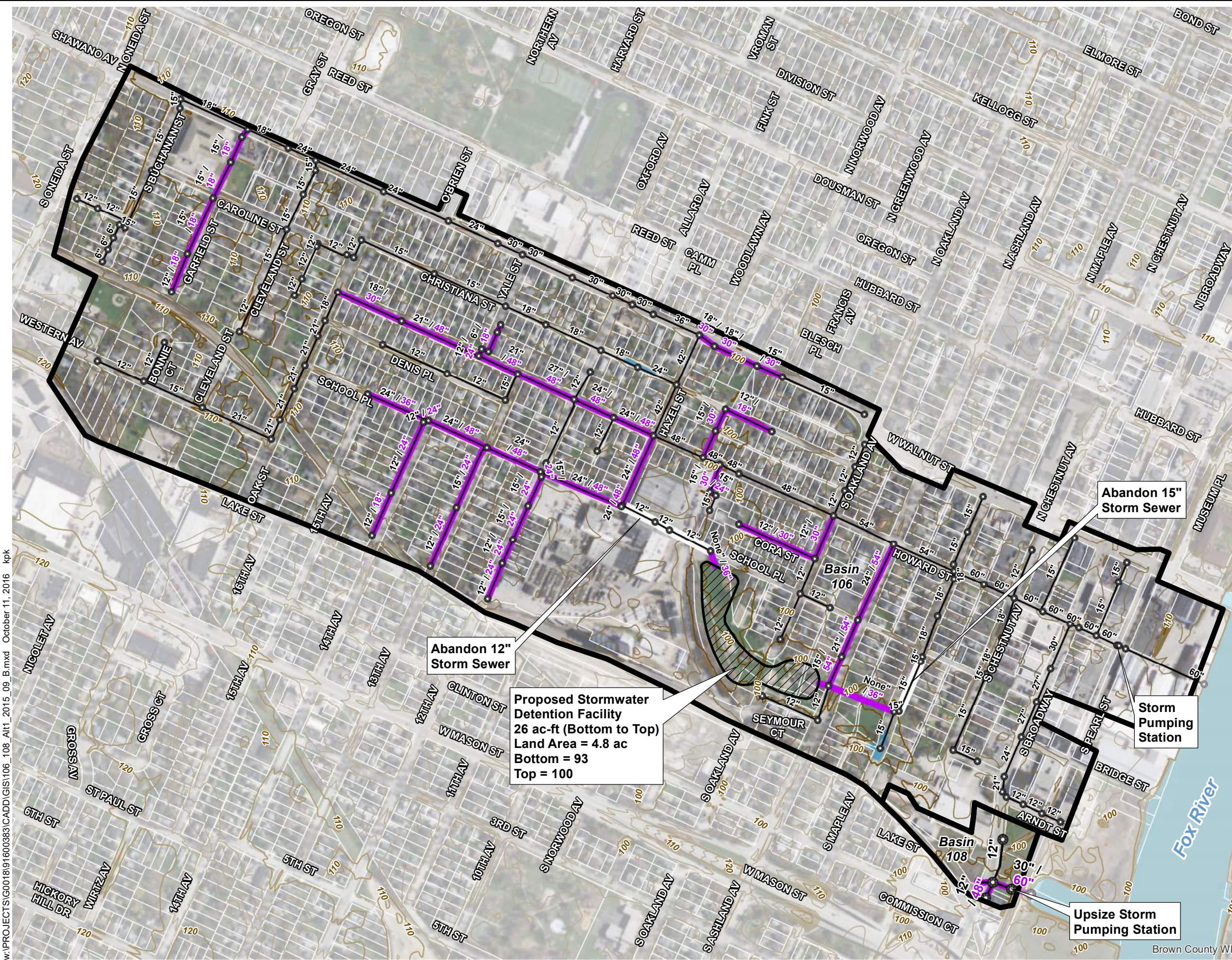
Disclaimer: The property lines, right-of-way lines, and other property information on this drawing were developed or obtained as part of the County Geographic Information System or through the County property tax mapping function. McMAHON does not guarantee this information to be correct, current, or complete. The property and right-of-way information are only intended for use as a general reference and are not intended or suitable for site-specific uses. Any use to the contrary of the above stated uses is the responsibility of the user and such use is at the user's own risk.



0 500 1,000
Feet

McMAHON
ENGINEERS ARCHITECTS

**BASIN 106 - 108
ALTERNATIVE 1
SEPTEMBER 2015 STORM EVENT
HYDROLOGIC AND
HYDRAULIC ANALYSIS
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN**





10 Year Storm Flooding Depth (in feet)

>2.0
1.5
1.0
0.5
>0.0

Other Mapped Features

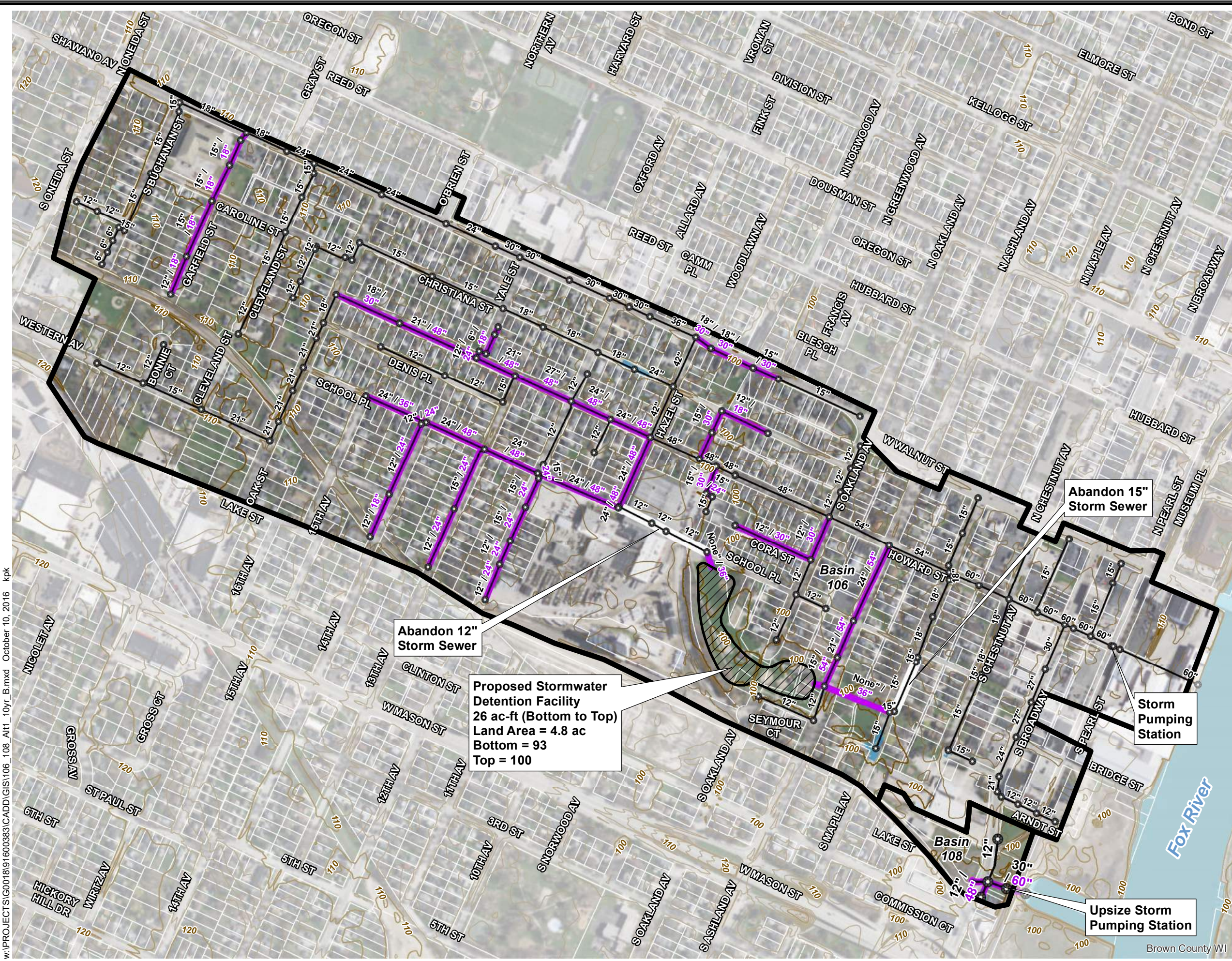
- Manhole
- Existing Storm Main and Diameter
- Proposed Upgraded Storm Main with Existing and Proposed Diameter
- Abandon Storm Sewer Pipe
- Basin Boundary
- Index Contour
- Intermediate Contour
- Parcel Line
- Proposed Stormwater Detention Facility
- Surface Water

Source: City of Green Bay, 2016; Brown County, 2014-16.

Disclaimer: The property lines, right-of-way lines, and other property information on this drawing were developed or obtained as part of the County Geographic Information System or through the County property tax mapping function. McMAHON does not guarantee this information to be correct, current, or complete. The property and right-of-way information are only intended for use as a general reference and are not intended or suitable for site-specific uses. Any use to the contrary of the above stated uses is the responsibility of the user and such use is at the user's own risk.



**BASIN 106 - 108
ALTERNATIVE 1
10 YEAR STORM EVENT
HYDROLOGIC AND
HYDRAULIC ANALYSIS
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN**



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25 Year Storm Flooding Depth (in feet)

>2.0
1.5
1.0
0.5
>0.0

Other Mapped Features

- Manhole
- Existing Storm Main and Diameter
- Proposed Upgraded Storm Main with Existing and Proposed Diameter
- Abandon Storm Sewer Pipe
- Basin Boundary
- Index Contour
- Intermediate Contour
- Parcel Line
- Proposed Stormwater Detention Facility
- Surface Water

Source: City of Green Bay, 2016; Brown County, 2014-16.

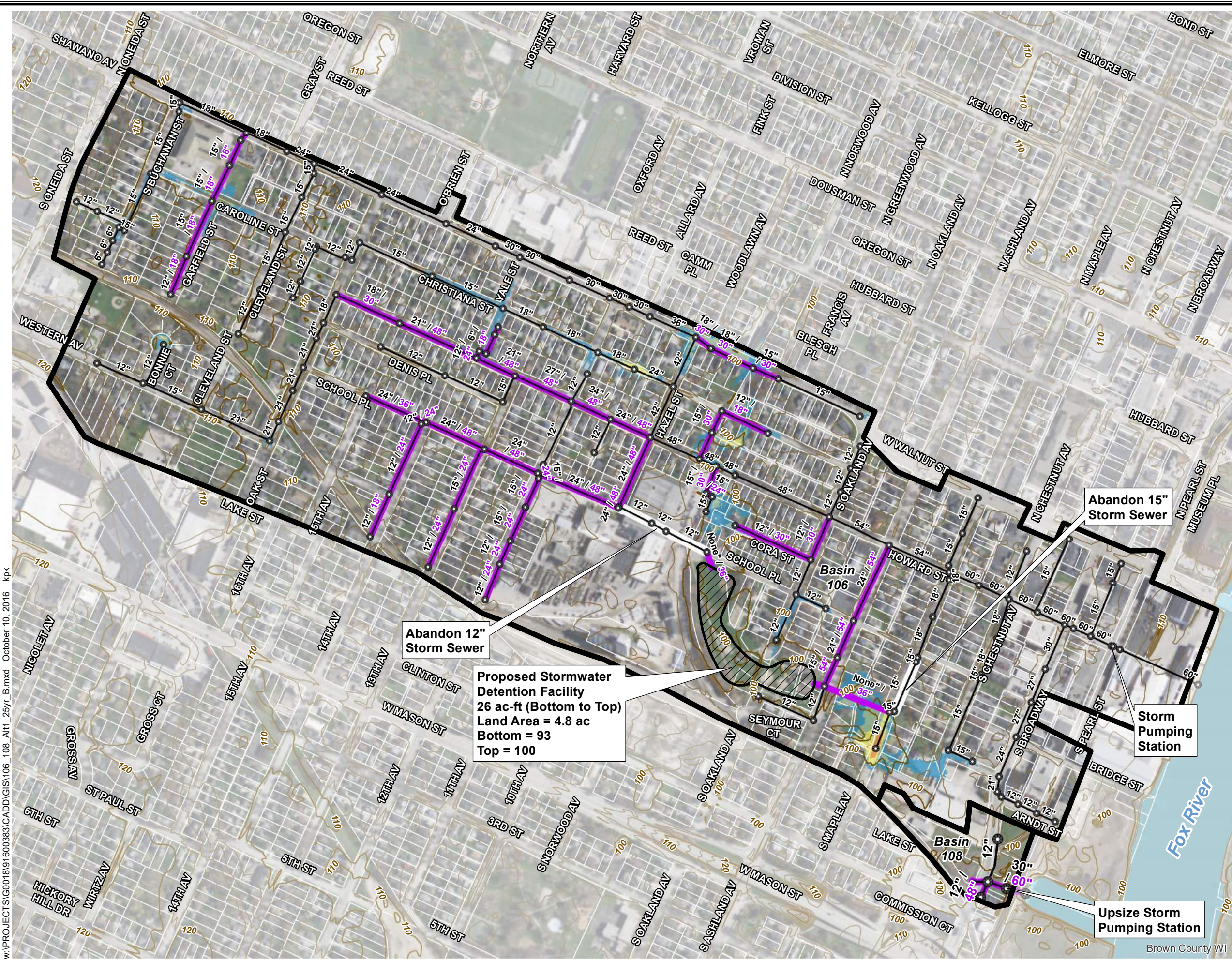
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0 500 1,000 Feet



**BASIN 106 - 108
ALTERNATIVE 1
25 YEAR STORM EVENT
HYDROLOGIC AND
HYDRAULIC ANALYSIS
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN**



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100 Year Storm Flooding Depth (in feet)

>2.0
1.5
1.0
0.5
>0.0

Other Mapped Features

- Manhole
- Existing Storm Main and Diameter
- Proposed Upgraded Storm Main with Existing and Proposed Diameter
- Abandon Storm Sewer Pipe
- Basin Boundary
- Index Contour
- Intermediate Contour
- Parcel Line
- Proposed Stormwater Detention Facility
- Surface Water

Source: City of Green Bay, 2016; Brown County, 2014-16.

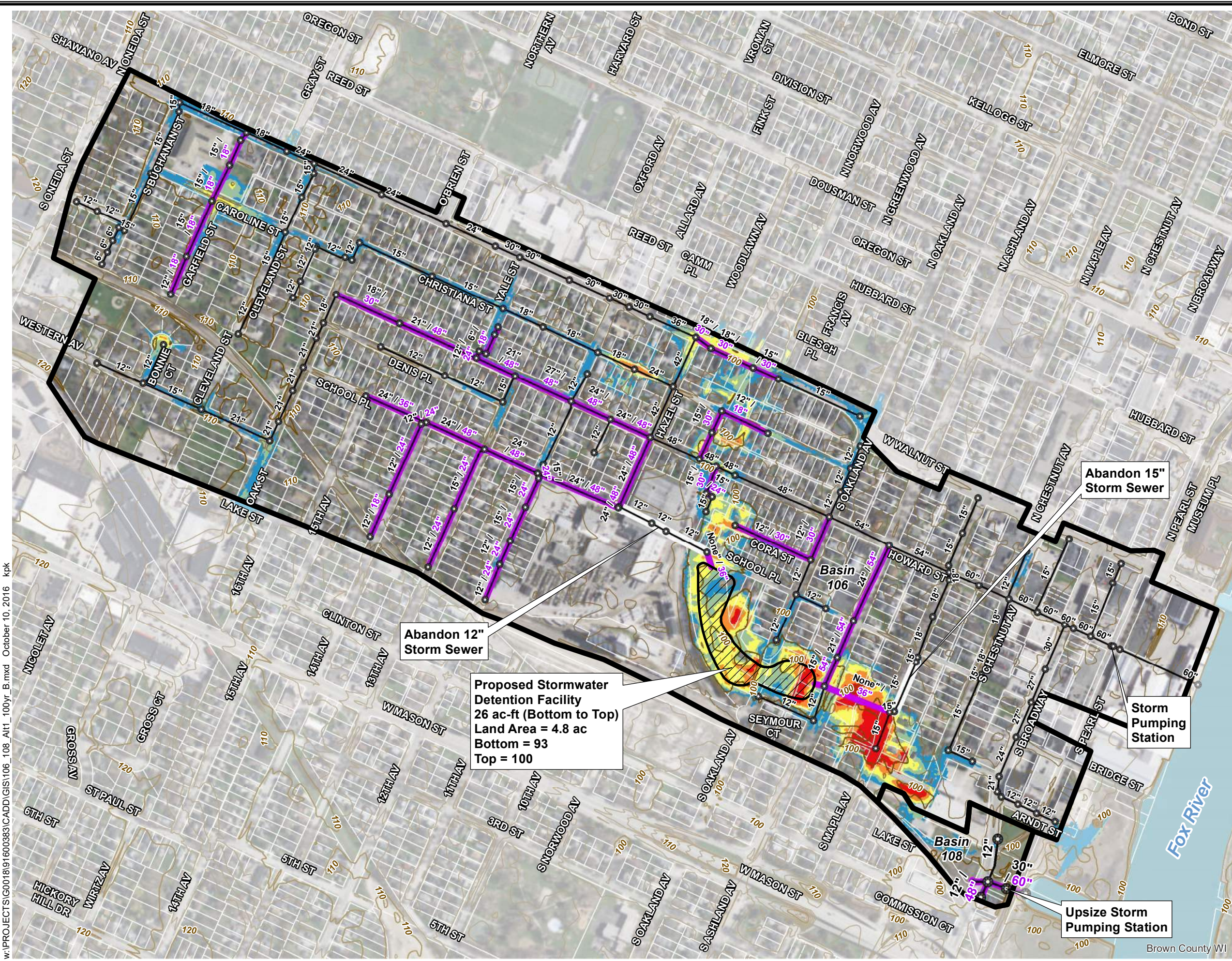
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0 500 1,000 Feet



**BASIN 106 - 108
ALTERNATIVE 1
100 YEAR STORM EVENT
HYDROLOGIC AND
HYDRAULIC ANALYSIS
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN**



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City of Green Bay Hydrologic and Hydraulic Analysis

October 14, 2016

McMahon Project No. G0018 9-16-00383

Basin 106-108 Alternative 2

Synopsis

- Assume no overland flows into Basins 106 and 108 from adjoining basins.
- Provide a 36-inch relief storm sewer along Howard Street from Oakland Avenue to the Fox River to convey stormwater from north of Howard Street to the River, bypassing the pump station.
- Upsize mainline storm sewer along Howard Street, between Oakland Avenue and Oak St.
- Upsize mainline storm sewer along Hazel Street, between Shawano Avenue and School Pl.
- Upsize mainline storm sewer along Shawano Avenue, between Hazel Street and Norwood Avenue extended.
- Upsize mainline storm sewer along Christiana Street, between Yale Street and Hazel St.
- Upsize mainline storm sewer along School Place, between Hazel Street and 15th Avenue.
- Upsize mainline storm sewer along Oakland Avenue, between Howard Street and the new stormwater detention facility. Upsize storm sewer along Cora Street, just west of Oakland Av.
- Upsize mainline storm sewer along Ashland Avenue, between Howard Street and Seymour Ct.
- Upsize mainline storm sewer along Maple Avenue, between Howard Street and the new stormwater detention facility located just west of Arndt Street.
- Upsize smaller storm sewers as recommended throughout Basins 106 and 108.
- Provide a stormwater detention facility in Seymour Park, smaller than the pond in Alternative 1
 - 11 acre-feet of storage volume provided (dry bottom)
 - Top of Pond – 100
 - Bottom of Pond – 93
- Provide a stormwater detention facility along Maple Avenue, east of Seymour Park
 - 1.8 acre-feet of storage volume provided (dry bottom)
 - Top of Pond – 100
 - Bottom of Pond – 94
- Upsize the stormwater pumping station at Pearl Street for Basin 106.
 - Pump station is sized to allow two additional pumps to be installed inside a new structure, which is proposed adjacent to the existing pump station.
 - Two pumps are recommended to pump stormwater for the 10-year storm event, with minimal surcharging.
 - The existing pump and structure is proposed to remain and be used for small storms.
 - Upsize the gravity outlet pipe from the pump station to the Fox River.

- Upsize the stormwater pumping station at Broadway Street for Basin 108.
 - Pump station is sized to allow two additional pumps to be installed inside a new structure, which is proposed adjacent to the existing pump station.
 - One pump is sufficient to pump stormwater for all events up to the 25-year storm event, with no surcharging in Broadway Street or the “triangle parcel” west of Broadway St.
 - Two pumps are sufficient to pump stormwater for the 100-year storm event, with no surcharging in Broadway Street or the “triangle parcel” west of Broadway St.
 - If a 100-year level-of-protection is not required at this time, the second pump can be purchased at a later date when a 100-year level-of-protection is desired.
 - The existing pump and structure is proposed to remain and be used for small storms.
 - A force main is proposed for each new pump to convey stormwater to the Fox River.
 - Upsize the storm sewers that convey stormwater from the west side of Broadway Street to the pump station.
 - Upsize the gravity outlet pipe from the pump station to the Fox River.
- The opinion of probable cost includes pavement restoration, water main adjustments, water service adjustments, and sanitary service adjustments.
- Relay of sanitary sewer mains may be required if a new storm sewer conflicts with the existing mainline sanitary sewer and sanitary services. Limited sanitary sewer information is available for the study area.

Engineer’s Opinion of Probable Costs

- Basin 106 - \$6.8M
- Basin 108 - \$900K

Level-of-Protection

- 10-year flooding is nominal.
- Some 25-year flooding encroaches onto properties at various locations with the current FEMA Zone AE floodplain area. The 25-year flooding is generally contained within the street to the east and west of the FEMA Zone AE floodplain area.
- Substantial 100-year flooding is predicted within the current FEMA Zone AE floodplain area. The 100-year flooding is generally contained within the street right-of-way to the east and west of the FEMA Zone AE floodplain area, except along Garfield Street.



September 2015 Storm Flooding Depth (in feet)

>2.0
1.5
1.0
0.5
>0.0

Other Mapped Features

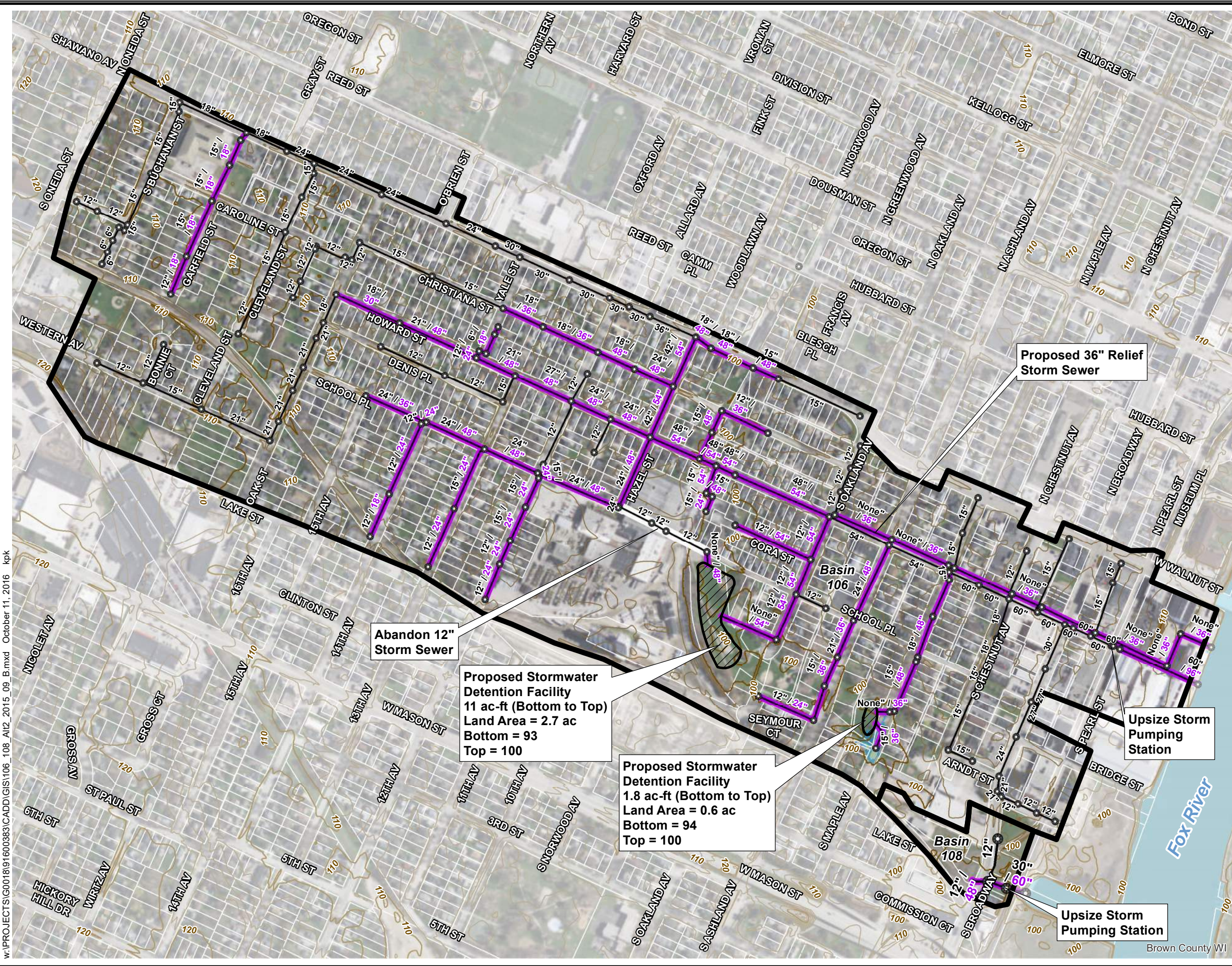
- Manhole
- Existing Storm Main and Diameter
- Proposed Upgraded Storm Main with Existing and Proposed Diameter
- Abandon Storm Sewer Pipe
- Basin Boundary
- Index Contour
- Intermediate Contour
- Parcel Line
- Proposed Stormwater Detention Facility
- Surface Water

Source: City of Green Bay, 2016; Brown County, 2014-16.

Disclaimer: The property lines, right-of-way lines, and other property information on this drawing were developed or obtained as part of the County Geographic Information System or through the County property tax mapping function. McMAHON does not guarantee this information to be correct, current, or complete. The property and right-of-way information are only intended for use as a general reference and are not intended or suitable for site-specific uses. Any use to the contrary of the above stated uses is the responsibility of the user and such use is at the user's own risk.



**BASIN 106 - 108
ALTERNATIVE 2
SEPTEMBER 2015 STORM EVENT
HYDROLOGIC AND
HYDRAULIC ANALYSIS
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN**



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10 Year Storm Flooding Depth (in feet)

>2.0
1.5
1.0
0.5
>0.0

Other Mapped Features

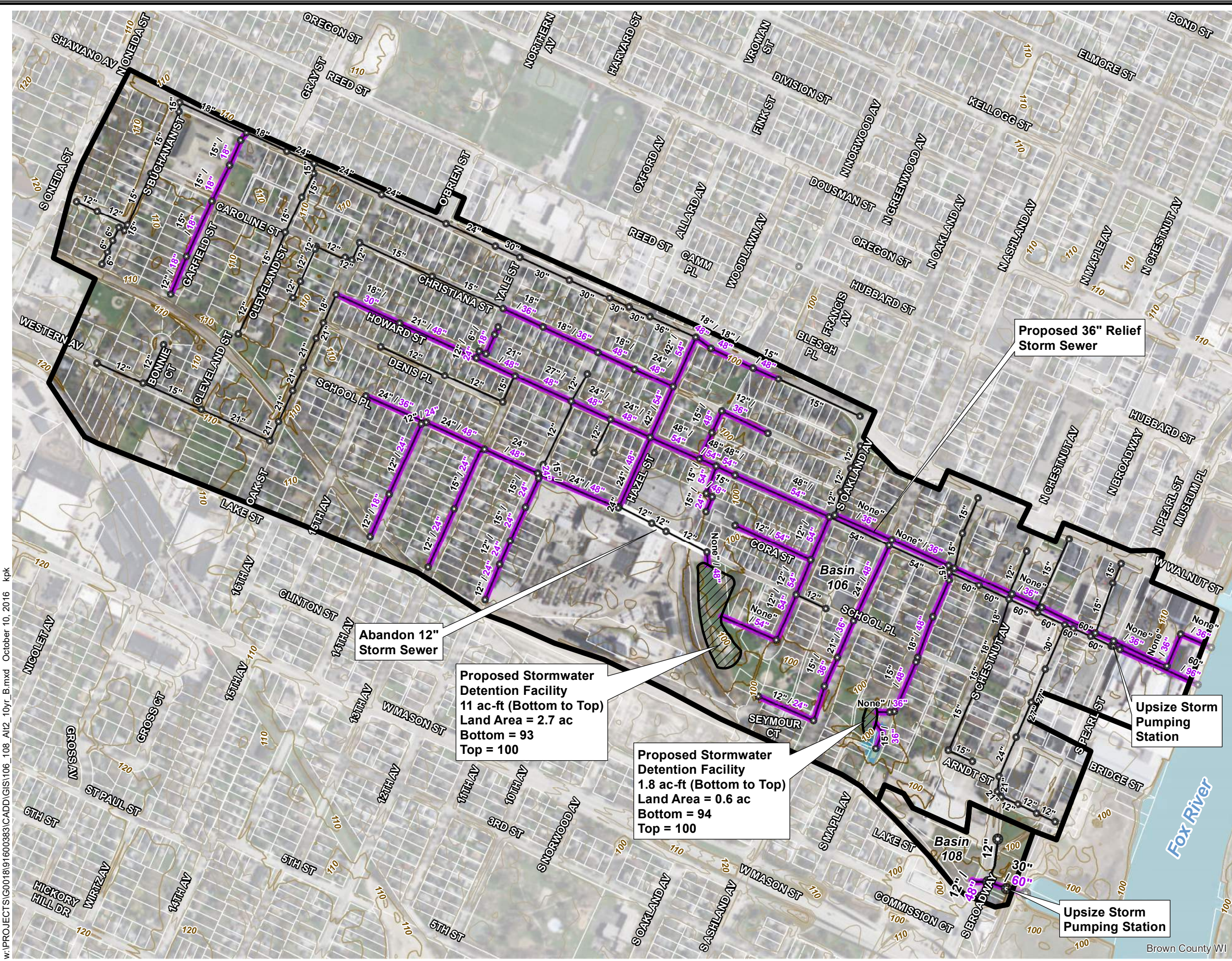
- Manhole
- Existing Storm Main and Diameter
- Proposed Upgraded Storm Main with Existing and Proposed Diameter
- Abandon Storm Sewer Pipe
- Basin Boundary
- Index Contour
- Intermediate Contour
- Parcel Line
- Proposed Stormwater Detention Facility
- Surface Water

Source: City of Green Bay, 2016; Brown County, 2014-16.

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**BASIN 106 - 108
ALTERNATIVE 2
10 YEAR STORM EVENT
HYDROLOGIC AND
HYDRAULIC ANALYSIS
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN**



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25 Year Storm Flooding Depth (in feet)

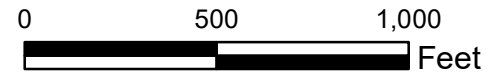
>2.0
1.5
1.0
0.5
>0.0

Other Mapped Features

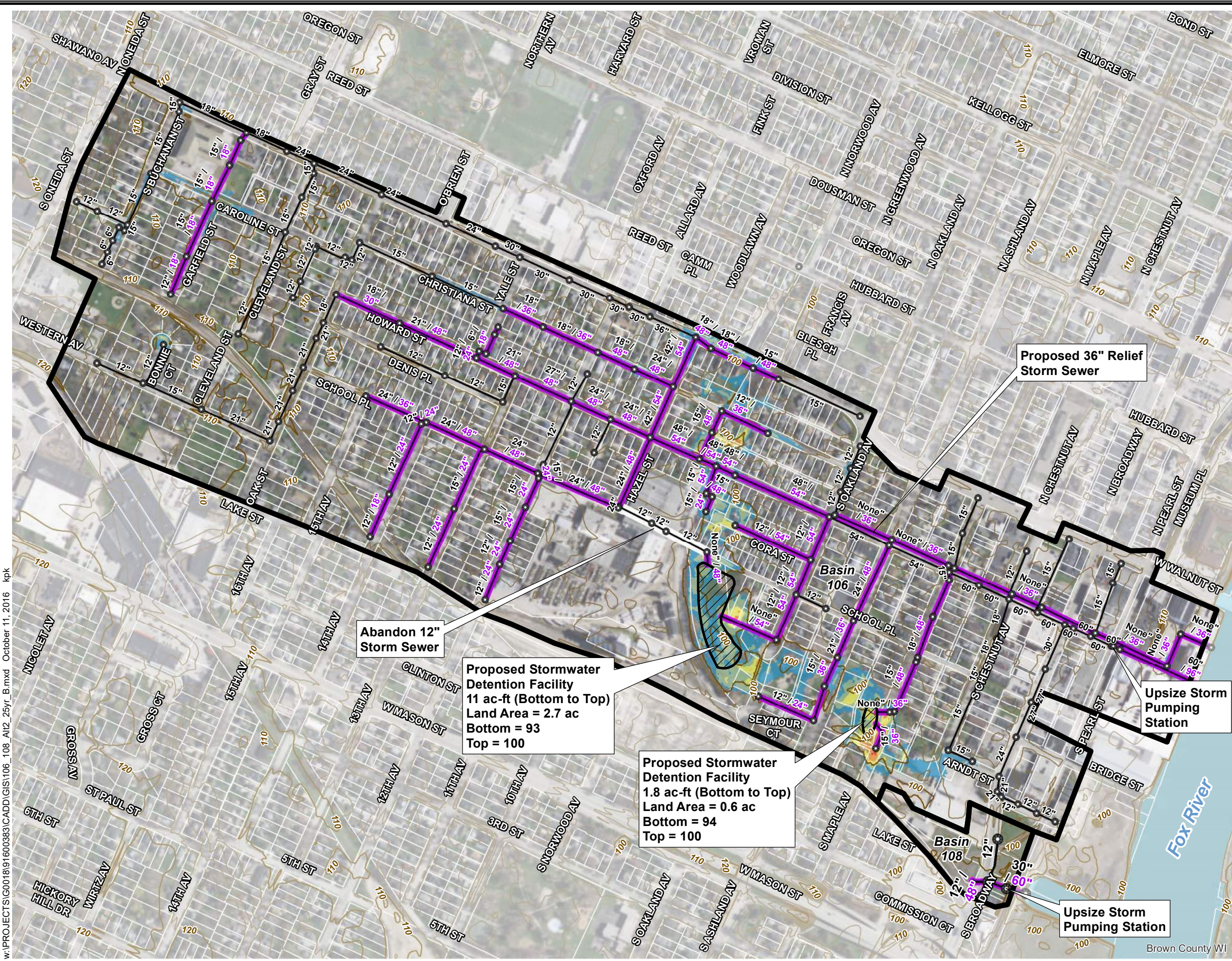
- Manhole
- Existing Storm Main and Diameter
- Proposed Upgraded Storm Main with Existing and Proposed Diameter
- Abandon Storm Sewer Pipe
- Basin Boundary
- Index Contour
- Intermediate Contour
- Parcel Line
- Proposed Stormwater Detention Facility
- Surface Water

Source: City of Green Bay, 2016; Brown County, 2014-16.

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**BASIN 106 - 108
ALTERNATIVE 2
25 YEAR STORM EVENT
HYDROLOGIC AND
HYDRAULIC ANALYSIS
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN**



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100 Year Storm Flooding Depth (in feet)

>2.0
1.5
1.0
0.5
>0.0

Other Mapped Features

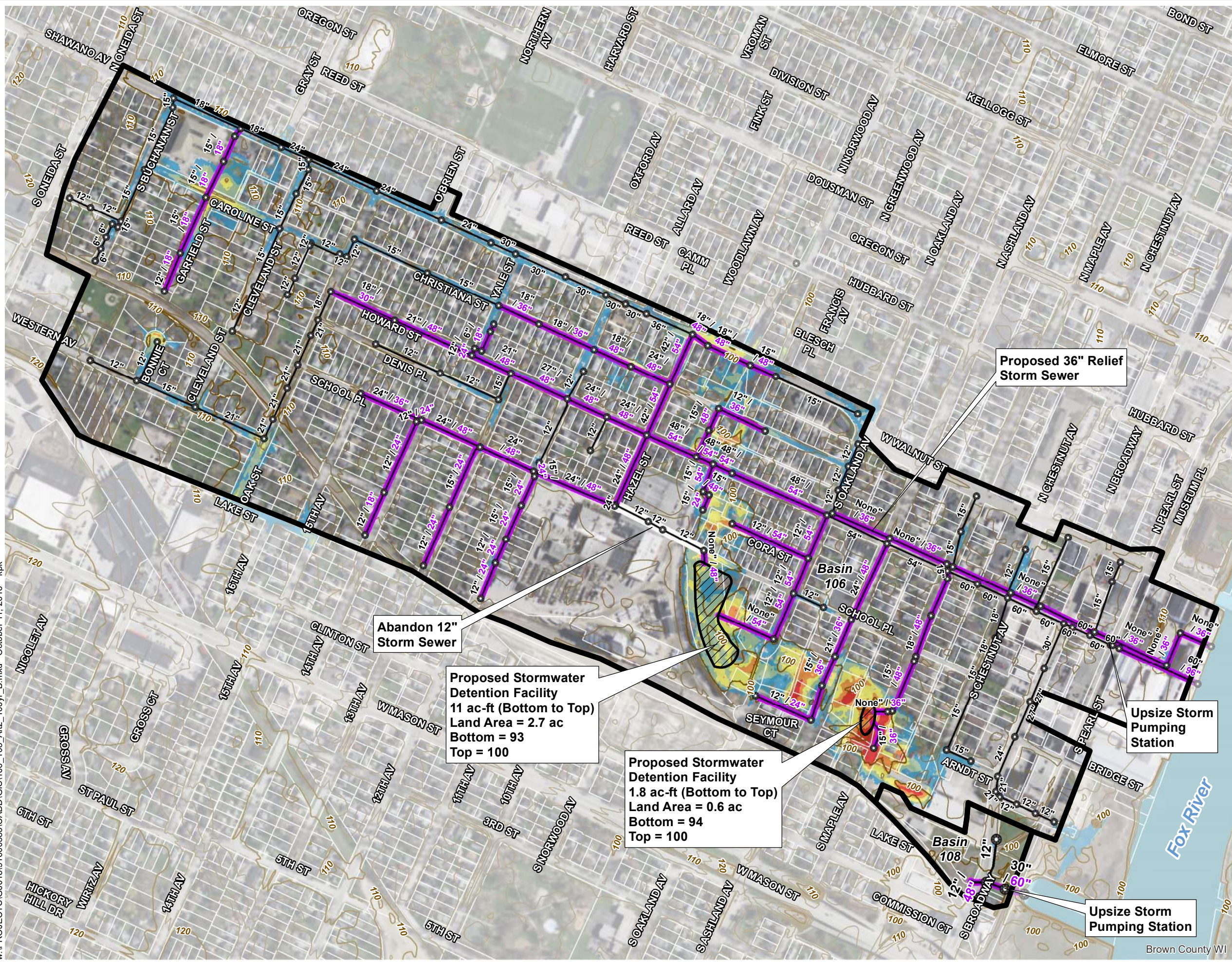
- Manhole
- Existing Storm Main and Diameter
- Proposed Upgraded Storm Main with Existing and Proposed Diameter
- Abandon Storm Sewer Pipe
- Basin Boundary
- Index Contour
- Intermediate Contour
- Parcel Line
- Proposed Stormwater Detention Facility
- Surface Water

Source: City of Green Bay, 2016; Brown County, 2014-16.

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**BASIN 106 - 108
ALTERNATIVE 2
100 YEAR STORM EVENT
HYDROLOGIC AND
HYDRAULIC ANALYSIS
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN**



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City of Green Bay Hydrologic and Hydraulic Analysis

October 14, 2016

McMahon Project No. G0018 9-16-00383

Basin 106-108 Alternative 3

Synopsis

- Assume no overland flows into Basins 106 and 108 from adjoining basins.
- Provide a 60-inch relief storm sewer along Howard Street from Oakland Avenue to the Fox River. Connect the existing Howard Street mainline to the 60-inch relief sewer at Oakland Avenue to convey stormwater from the west of Oakland Avenue to the Fox River. The parallel storm sewers along Howard Street both connect to the stormwater pumping station.
- Upsize mainline storm sewer along Howard Street, between Oakland Avenue and Oak St.
- Upsize mainline storm sewer along Hazel Street, between Shawano Avenue and School Place.
- Upsize mainline storm sewer along Shawano Avenue, between Hazel Street and Norwood Avenue extended.
- Upsize mainline storm sewer along Christiana Street, between Yale Street and Hazel St.
- Upsize mainline storm sewer along School Place, between Hazel Street and 15th Avenue.
- Upsize mainline storm sewer along Oakland Avenue, between Howard Street and Seymour Park. Upsize storm sewer along Cora Street and School Place, just west of Oakland Av.
- Upsize mainline storm sewer along Ashland Avenue, between Howard Street and Seymour Ct.
- Upsize mainline storm sewer along Maple Avenue, between Howard Street and Arndt Street extended.
- Upsize smaller storm sewers as recommended throughout Basins 106 and 108.
- Upsize the stormwater pumping station at Pearl Street for Basin 106.
 - Pump station is sized to allow two additional pumps to be installed inside a new structure, which is proposed adjacent to the existing pump station.
 - Two pumps are recommended to pump stormwater for the 10-year storm event, with minimal surcharging.
 - The existing pump and structure is proposed to remain and be used for small storms.
 - A force main will be required for each new pump to convey stormwater to the Fox River.
- Upsize the stormwater pumping station at Broadway Street for Basin 108.
 - Pump station is sized to allow two additional pumps to be installed inside a new structure, which is proposed adjacent to the existing pump station.
 - One pump is sufficient to pump stormwater for all events up to the 25-year storm event, with no surcharging in Broadway Street or the “triangle parcel” west of Broadway St.
 - Two pumps are sufficient to pump stormwater for the 100-year storm event, with no surcharging in Broadway Street or the “triangle parcel” west of Broadway St.

- o If a 100-year level-of-protection is not required at this time, the second pump can be purchased at a later date when a 100-year level-of-protection is desired.
- o The existing pump and structure is proposed to remain and be used for small storms.
- o A force main is proposed for each new pump to convey stormwater to the Fox River.
- o Upsize the storm sewers that convey stormwater from the west side of Broadway Street to the pump station.
- o Upsize the gravity outlet pipe from the pump station to the Fox River.
- The opinion of probable cost includes pavement restoration, water main adjustments, water service adjustments, and sanitary service adjustments.
- Relay of sanitary sewer mains may be required if a new storm sewer conflicts with the existing mainline sanitary sewer and sanitary services. Limited sanitary sewer information is available for the study area.

Engineer's Opinion of Probable Costs

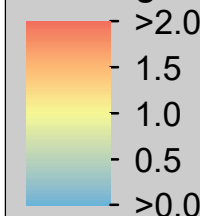
- Basin 106 - \$6.8M
- Basin 108 - \$900K

Level-of-Protection

- 10-year flooding is nominal.
- Some 25-year flooding encroaches onto properties at various locations with the current FEMA Zone AE floodplain area. The 25-year flooding is generally contained within the street to the east and west of the FEMA Zone AE floodplain area.
- Substantial 100-year flooding is predicted within the current FEMA Zone AE floodplain area. The 100-year flooding is generally contained within the street right-of-way to the east and west of the FEMA Zone AE floodplain area, except along Garfield Street.



**September 2015 Storm
Flooding Depth (in feet)**



Other Mapped Features

- Manhole
- Existing Storm Main and Diameter
- Proposed Upgraded Storm Main with Existing and Proposed Diameter
- Abandon Storm Sewer Pipe
- Basin Boundary
- Index Contour
- Intermediate Contour
- Parcel Line
- Surface Water

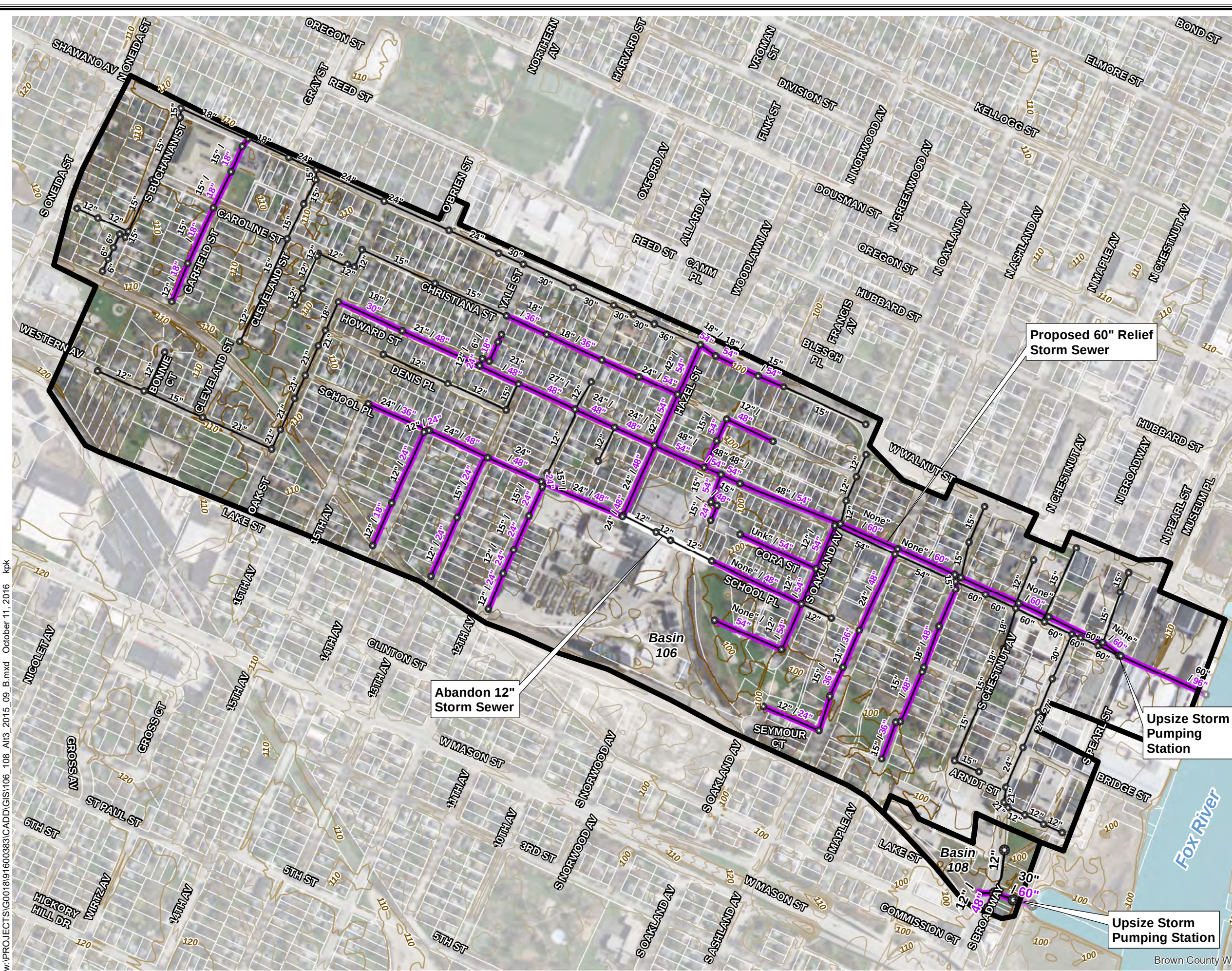
Source: City of Green Bay, 2016; Brown County, 2014-16.

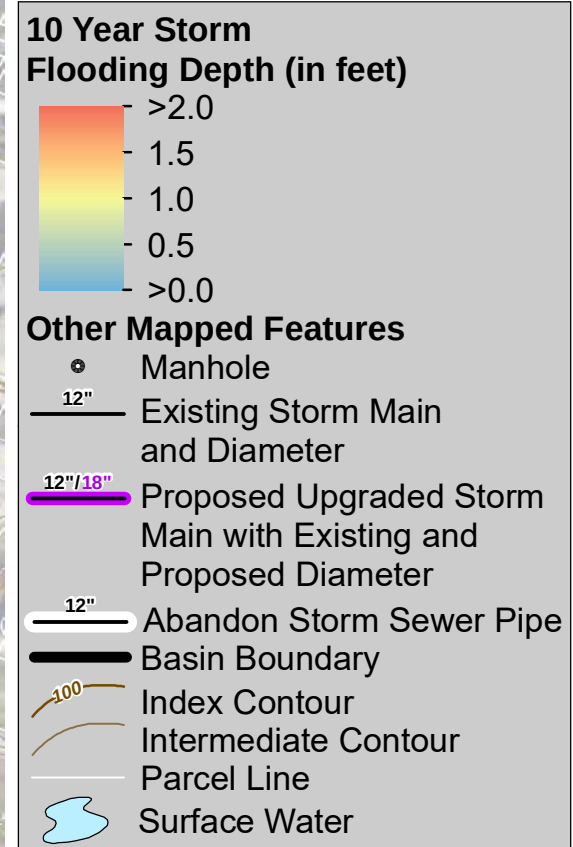
Disclaimer: The property lines, right-of-way lines, and other property information on this drawing were developed or obtained as part of the County Geographic Information System or through the County property tax mapping function. McMAHON does not guarantee this information to be correct, current, or complete. The property and right-of-way information are only intended for use as a general reference and are not intended or suitable for site-specific uses. Any use to the contrary of the above stated uses is the responsibility of the user and such use is at the user's own risk.



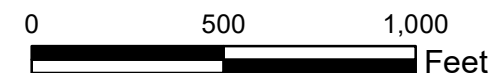
McMAHON
ENGINEERS ARCHITECTS

**BASIN 106 - 108
ALTERNATIVE 3
SEPTEMBER 2015 STORM EVENT
HYDROLOGIC AND
HYDRAULIC ANALYSIS
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN**





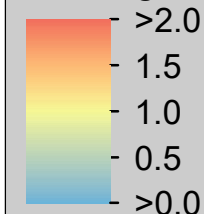
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**BASIN 106 - 108
ALTERNATIVE 3
10 YEAR STORM EVENT
HYDROLOGIC AND
HYDRAULIC ANALYSIS
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN**



25 Year Storm Flooding Depth (in feet)



Other Mapped Features

- Manhole
- Existing Storm Main and Diameter
- Proposed Upgraded Storm Main with Existing and Proposed Diameter
- Abandon Storm Sewer Pipe
- Basin Boundary
- Index Contour
- Intermediate Contour
- Parcel Line
- Surface Water

Source: City of Green Bay, 2016; Brown County, 2014-16.

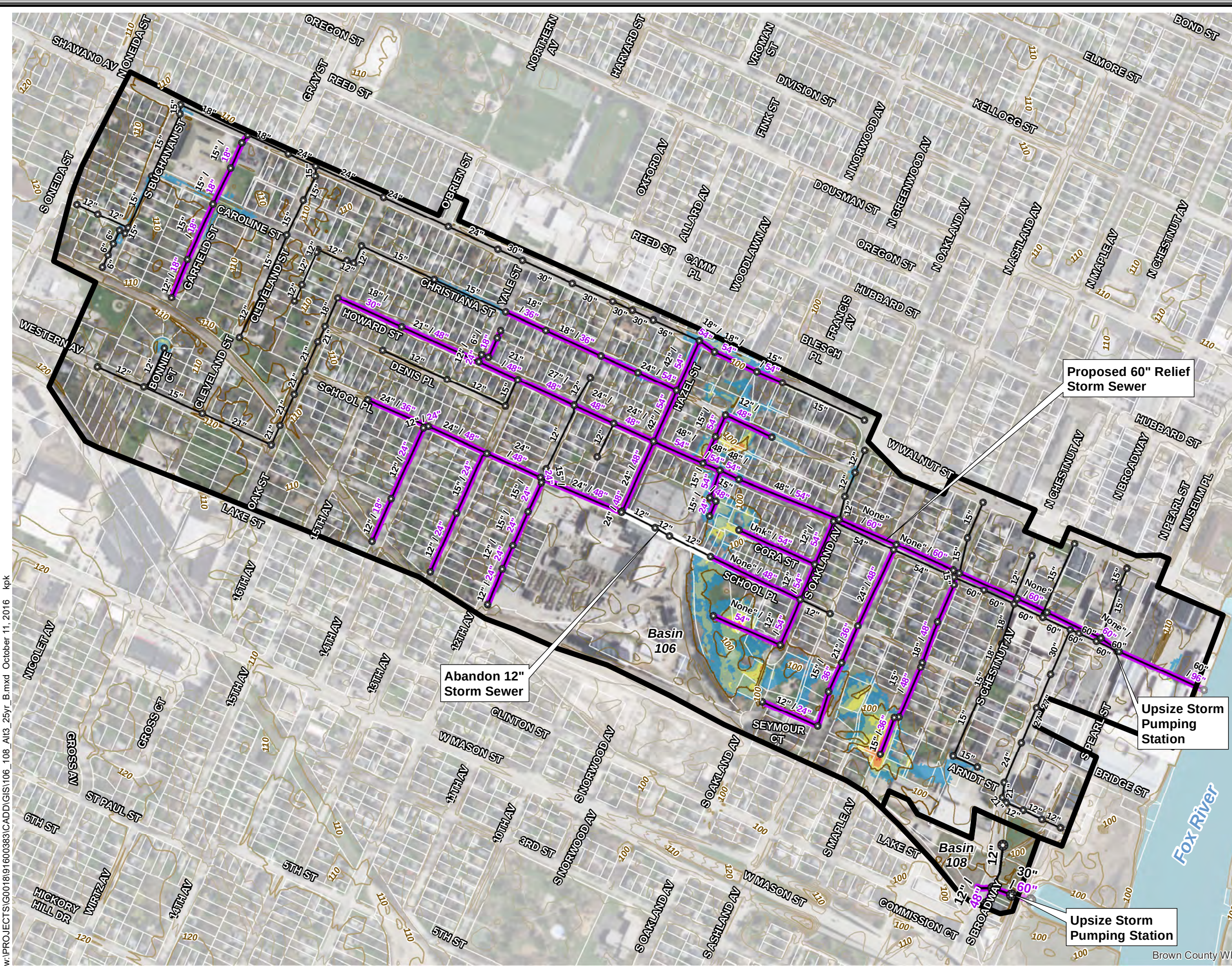
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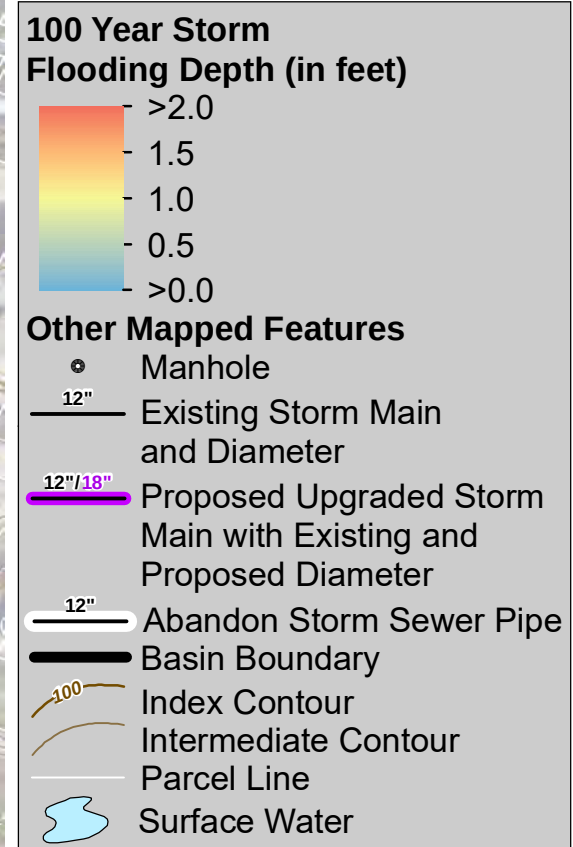


0 500 1,000
Feet

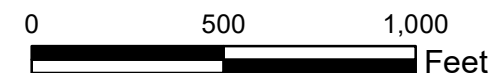
McMAHON
ENGINEERS ARCHITECTS

**BASIN 106 - 108
ALTERNATIVE 3
25 YEAR STORM EVENT
HYDROLOGIC AND
HYDRAULIC ANALYSIS
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN**





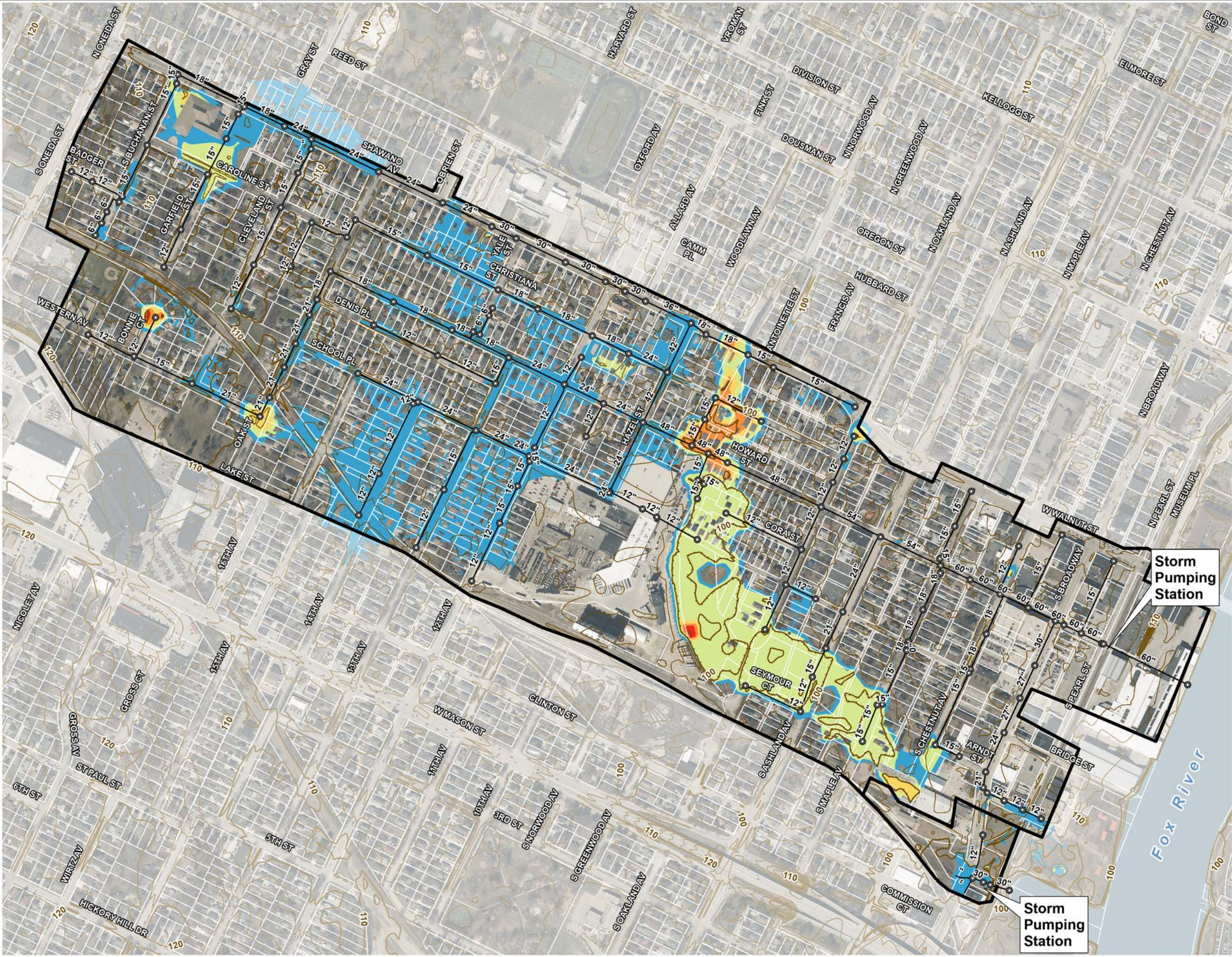
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ENGINEERS ARCHITECTS

**BASIN 106 - 108
ALTERNATIVE 3
100 YEAR STORM EVENT
HYDROLOGIC AND
HYDRAULIC ANALYSIS
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN**

w:\PROJECTS\G0018\2000\121\CADD\GIS\Basin106_108_Improvements.aprx|Figure1_B March 11, 2020 kpk



**10 Year Storm
Flooding Depth (in feet)**

- >2.0
- >1.5
- >1.0
- >0.5
- >0.1

Other Mapped Features

- Manhole
- 12" Existing Storm Main and Diameter
- Basin Boundary
- 100 Index Contour
- Intermediate Contour
- Parcel Line
- Surface Water

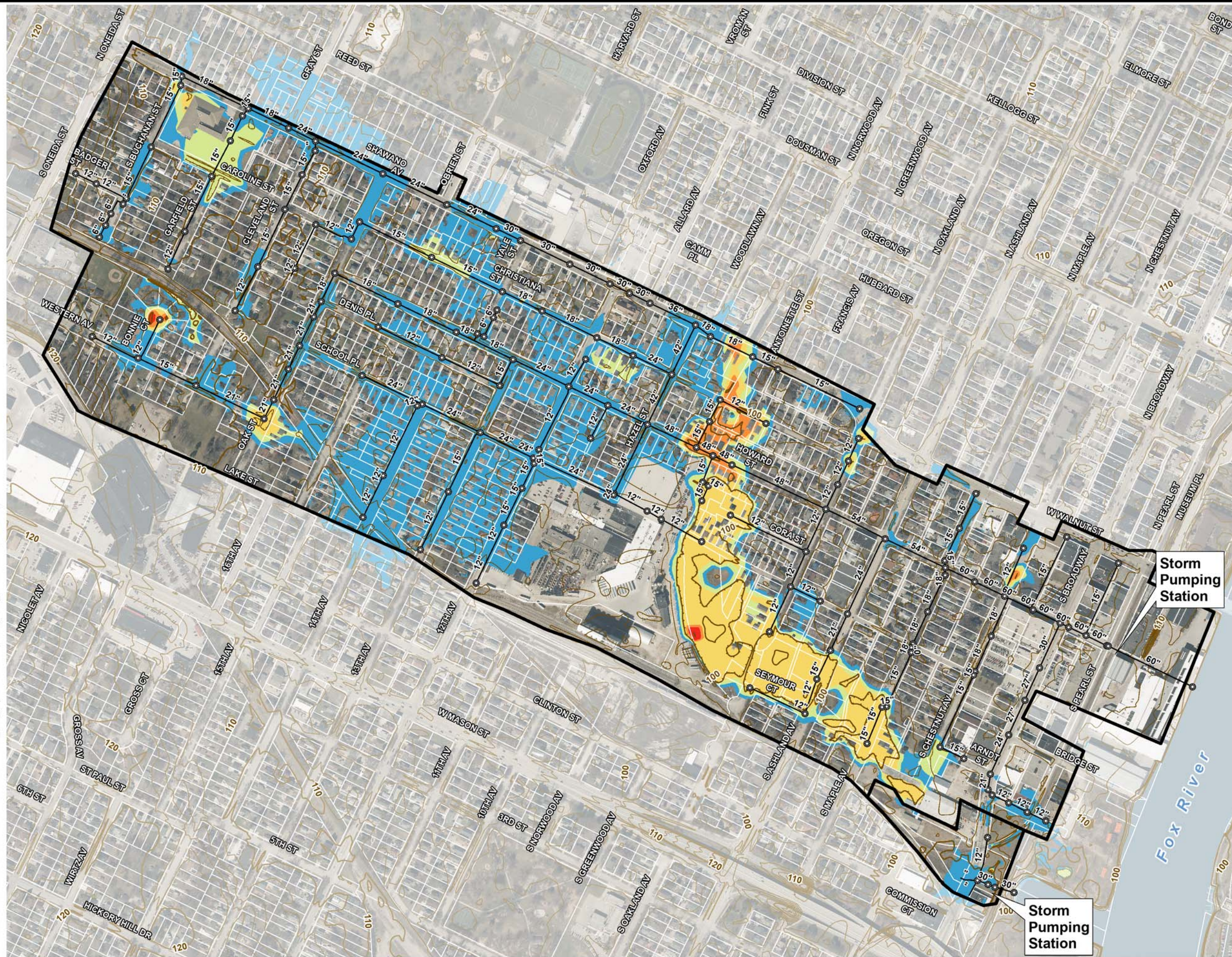
Source: City of Green Bay, 2016; Brown County, 2017-19.

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FIGURE 1
BASIN 106 - 108
EXISTING CONDITION
10 YEAR STORM EVENT
HYDROLOGIC AND
HYDRAULIC ANALYSIS
BROWN COUNTY, WISCONSIN

w:\PROJECTS\IG0018\92000121\CADD\GIS\Basin106_108_Improvements.aprx\Figure2_B March 11, 2020 kpk



25 Year Storm Flooding Depth (in feet)

- >2.0
- >1.5
- >1.0
- >0.5
- >0.1

Other Mapped Features

- Manhole
- Existing Storm Main and Diameter
- Basin Boundary
- Index Contour
- Intermediate Contour
- Parcel Line
- Surface Water

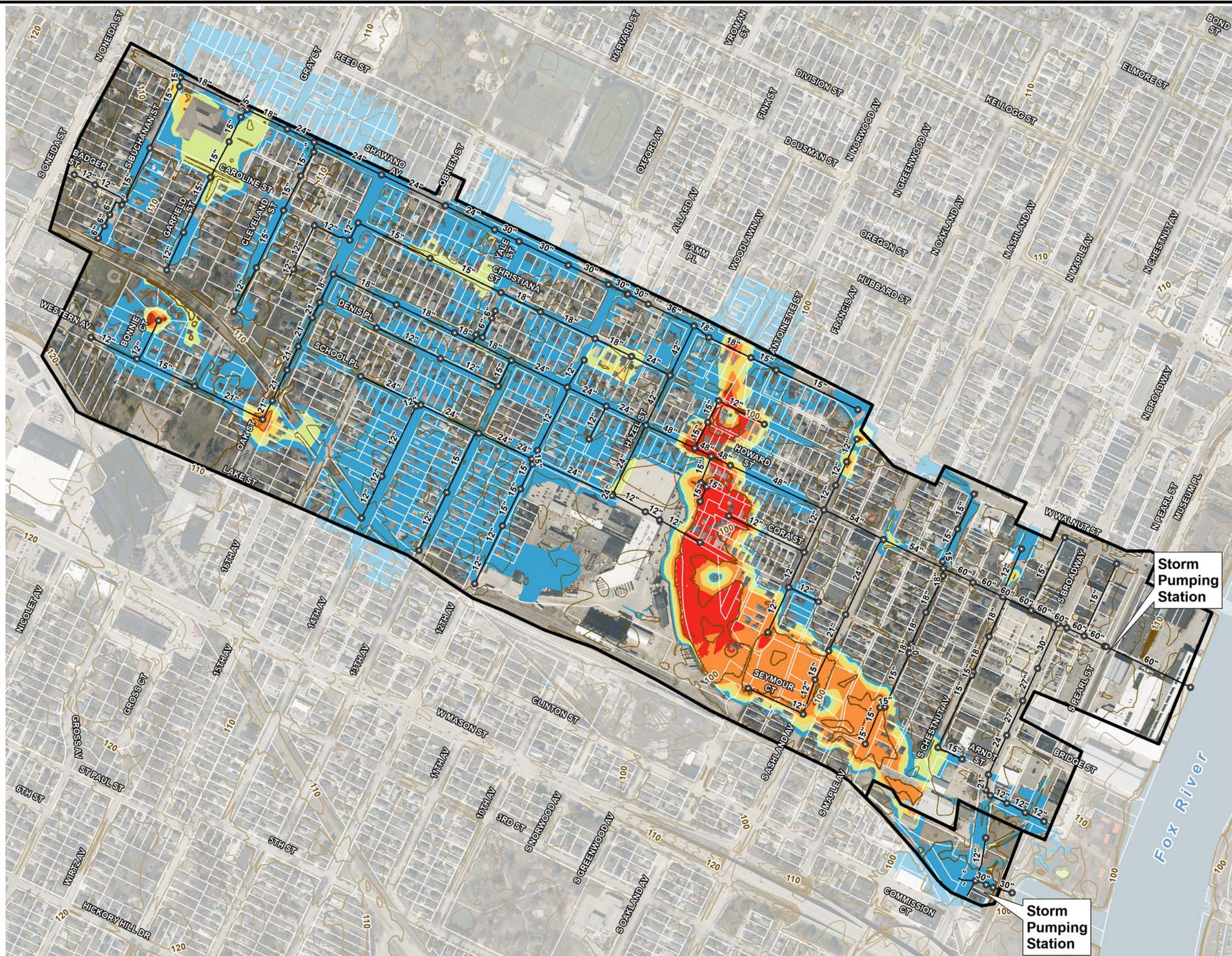
Source: City of Green Bay, 2016; Brown County, 2017-19.

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FIGURE 2
BASIN 106 - 108
EXISTING CONDITION
25 YEAR STORM EVENT
HYDROLOGIC AND
HYDRAULIC ANALYSIS
BROWN COUNTY, WISCONSIN

w:\PROJECTS\IG0018\2000121\CADD\GIS\Basin106_108_Improvements.aprx\Figure3_B March 11, 2020 kpk



100 Year Storm Flooding Depth (in feet)

- >2.0
- >1.5
- >1.0
- >0.5
- >0.1

Other Mapped Features

- Manhole
- 12" Existing Storm Main and Diameter
- Basin Boundary
- 100 Index Contour
- Intermediate Contour
- Parcel Line
- Surface Water

Source: City of Green Bay, 2016; Brown County, 2017-19.

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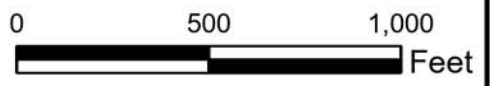
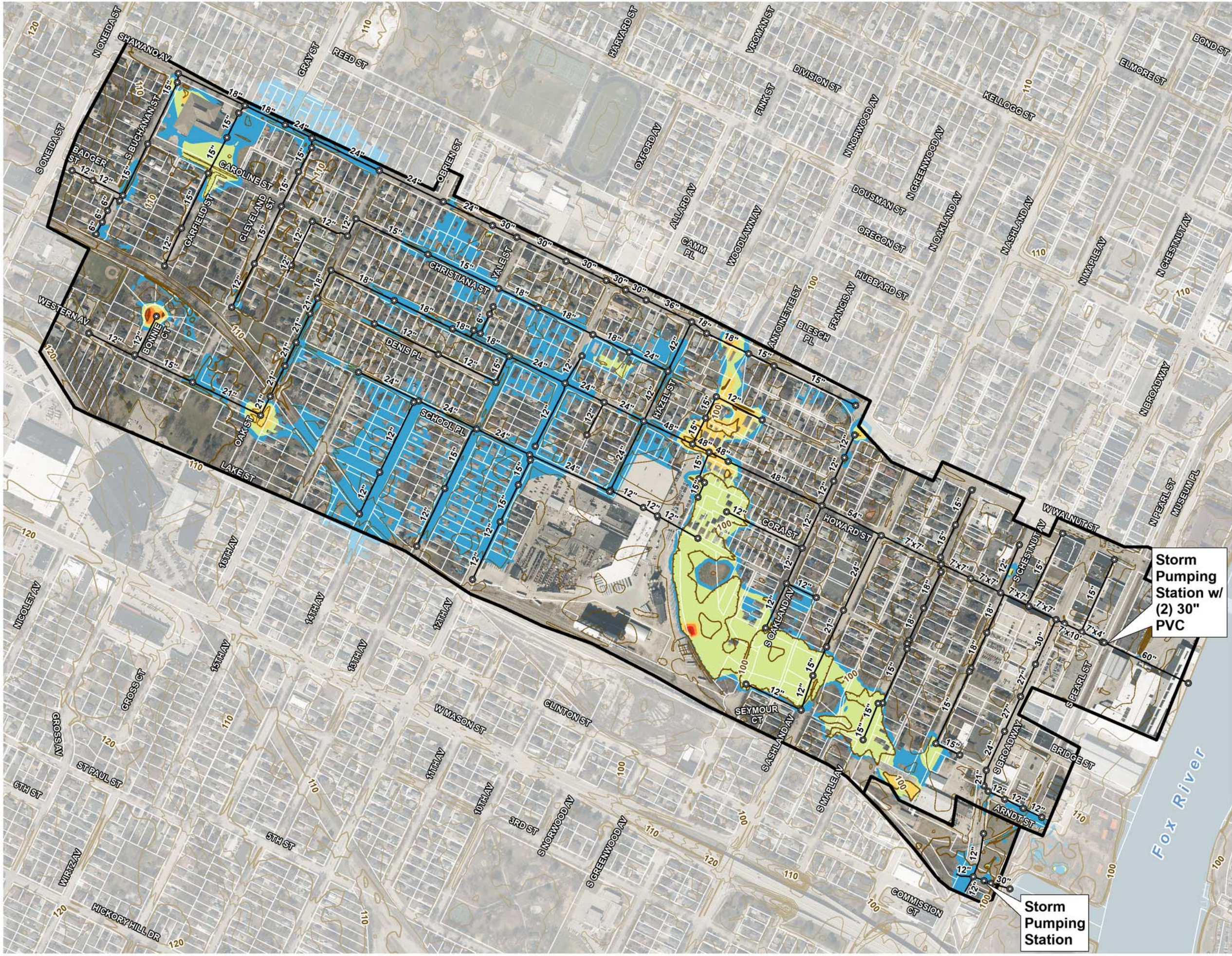


FIGURE 3
BASIN 106 - 108
EXISTING CONDITION
100 YEAR STORM EVENT
HYDROLOGIC AND
HYDRAULIC ANALYSIS
BROWN COUNTY, WISCONSIN

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10 Year Storm Flooding Depth (in feet)

- >2.0
- >1.5
- >1.0
- >0.5
- >0.1

Other Mapped Features

- Manhole
- 12" Existing Storm Main and Diameter
- Basin Boundary
- 100 Index Contour
- Intermediate Contour
- Parcel Line
- Surface Water

Source: City of Green Bay, 2016; Brown County, 2017-19.

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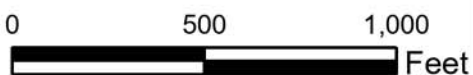
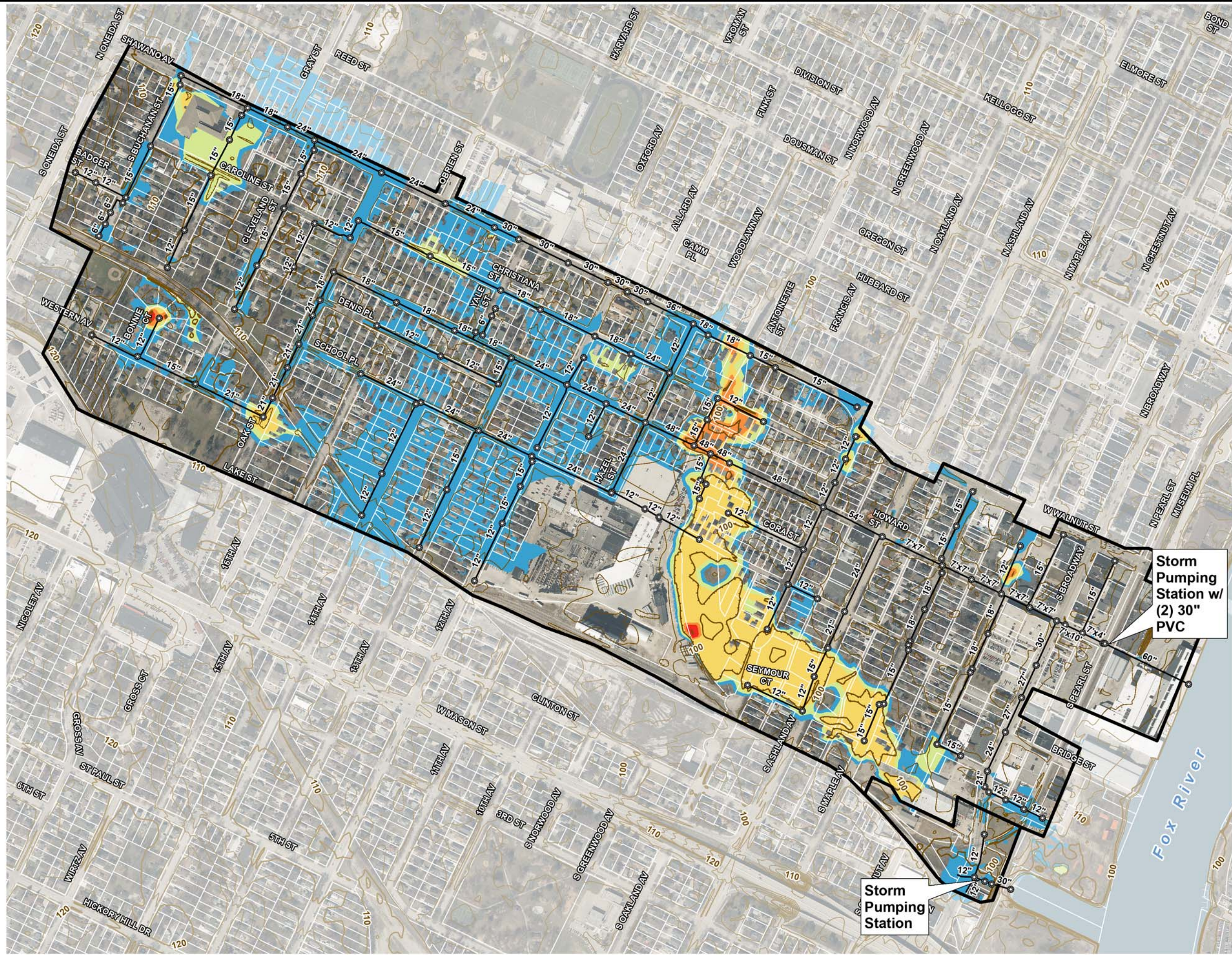


FIGURE 4
BASIN 106 - 108
ALTERNATIVE 2A - PHASE 1
10 YEAR STORM EVENT
HYDROLOGIC AND
HYDRAULIC ANALYSIS
BROWN COUNTY, WISCONSIN

w:\PROJECTS\G0018\92000121\ICADD\GIS\Basin106_108_Improvements.aprx\Figure5_Phase1_25_B March 11, 2020 kpk



25 Year Storm Flooding Depth (in feet)

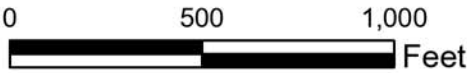
- >2.0
- >1.5
- >1.0
- >0.5
- >0.1

Other Mapped Features

- Manhole
- 12" Existing Storm Main and Diameter
- Basin Boundary
- 100 Index Contour
- Intermediate Contour
- Parcel Line
- Surface Water

Source: City of Green Bay, 2016; Brown County, 2017-19.

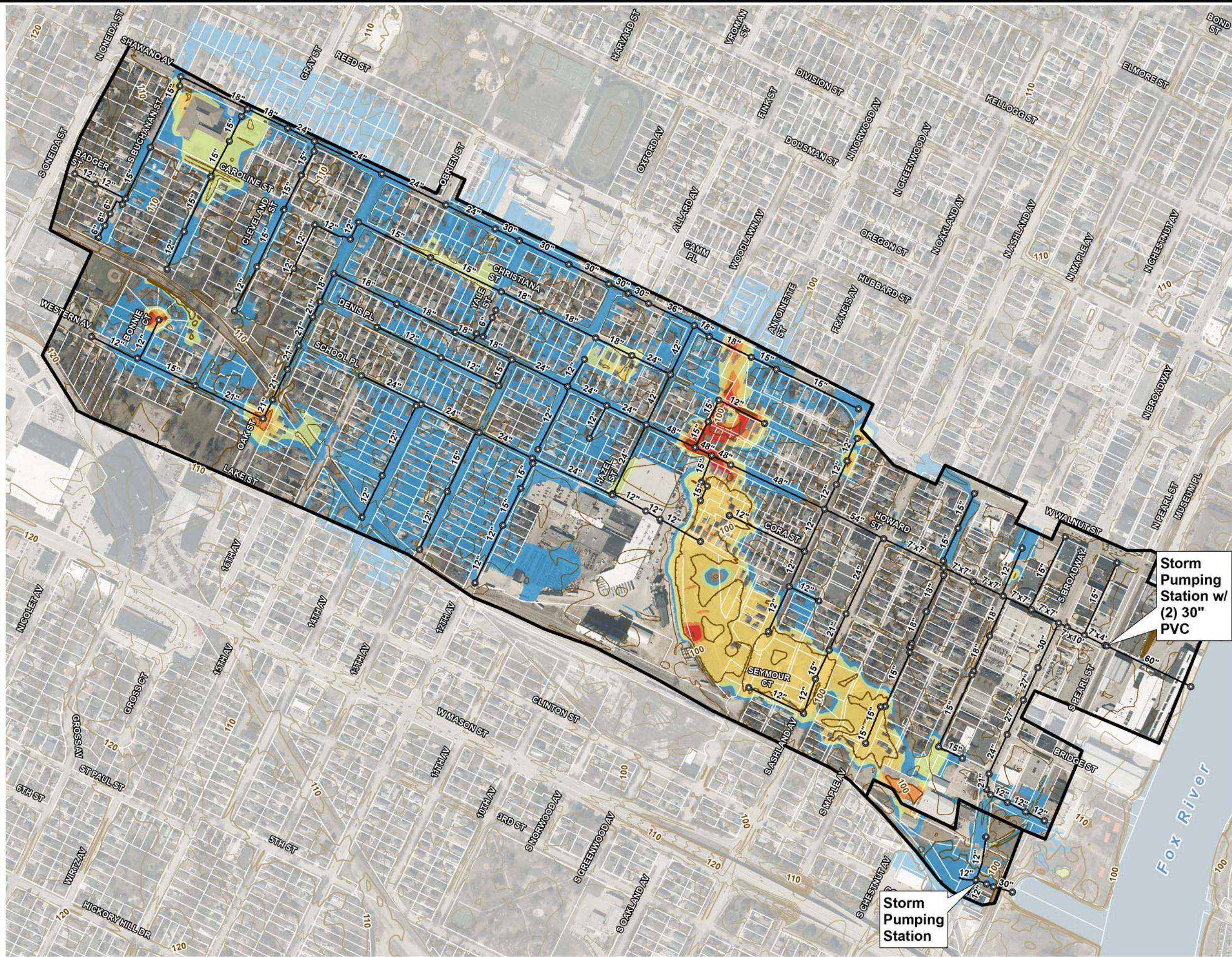
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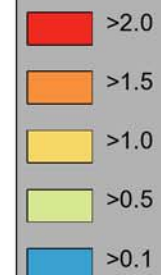
McMAHON
ENGINEERS ARCHITECTS
McMAHON ASSOCIATES, INC.

FIGURE 5
BASIN 106 - 108
ALTERNATIVE 2A - PHASE 1
25 YEAR STORM EVENT
HYDROLOGIC AND
HYDRAULIC ANALYSIS
BROWN COUNTY, WISCONSIN

w:\PROJECTS\IG0018\20200121\CADD\GIS\Basin106_108_Improvements.aprx\Figure6_Phase1_100_B March 11, 2020 kpk



**100 Year Storm
Flooding Depth (in feet)**



Other Mapped Features

- Manhole
- Existing Storm Main and Diameter
- Basin Boundary
- Index Contour
- Intermediate Contour
- Parcel Line
- Surface Water

Source: City of Green Bay, 2016; Brown County, 2017-19.

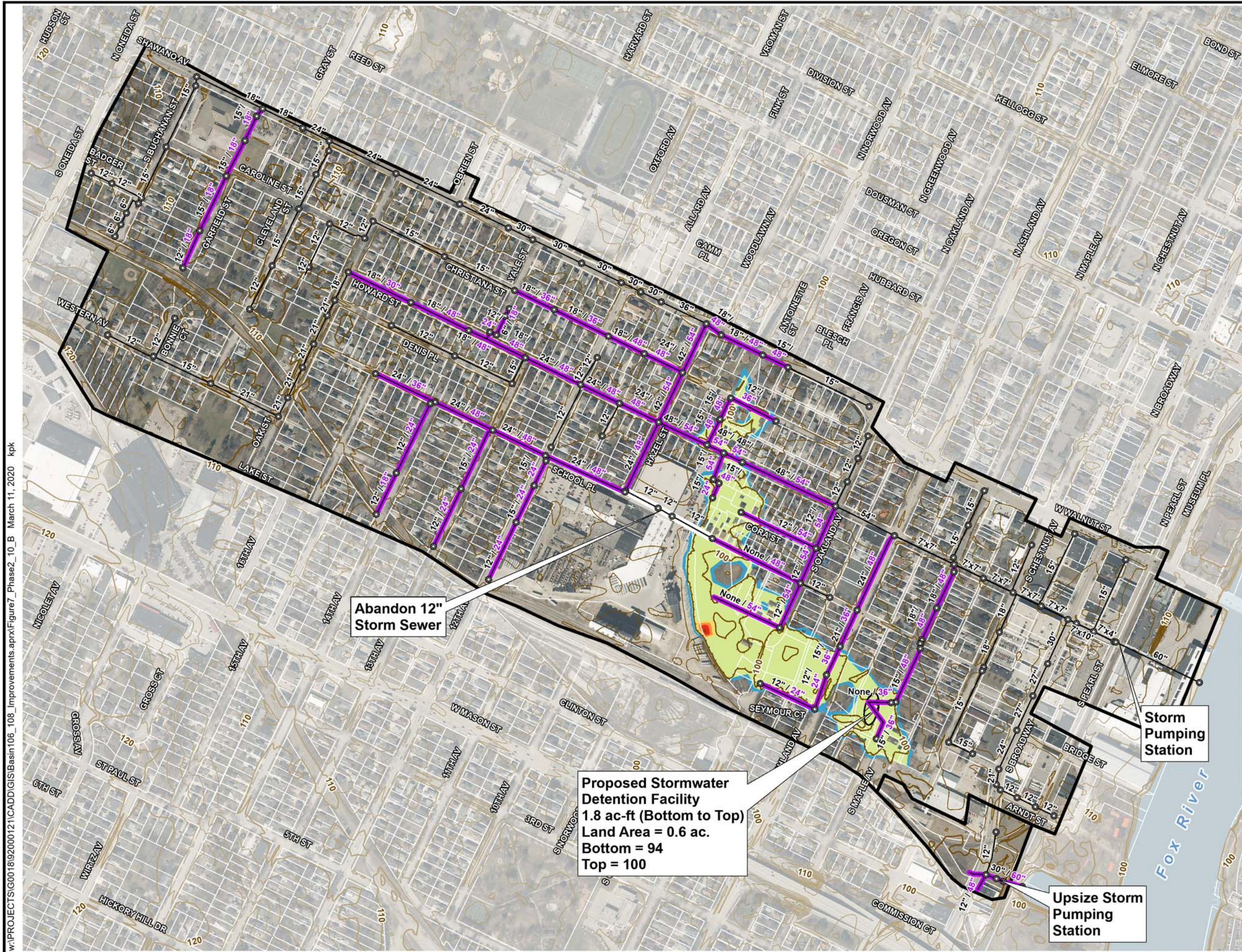
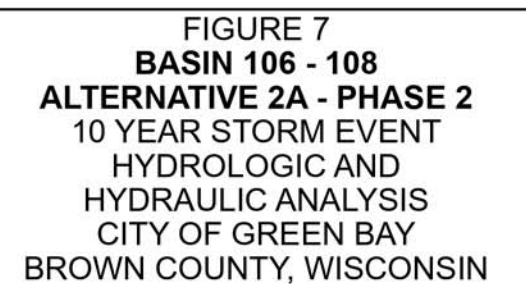
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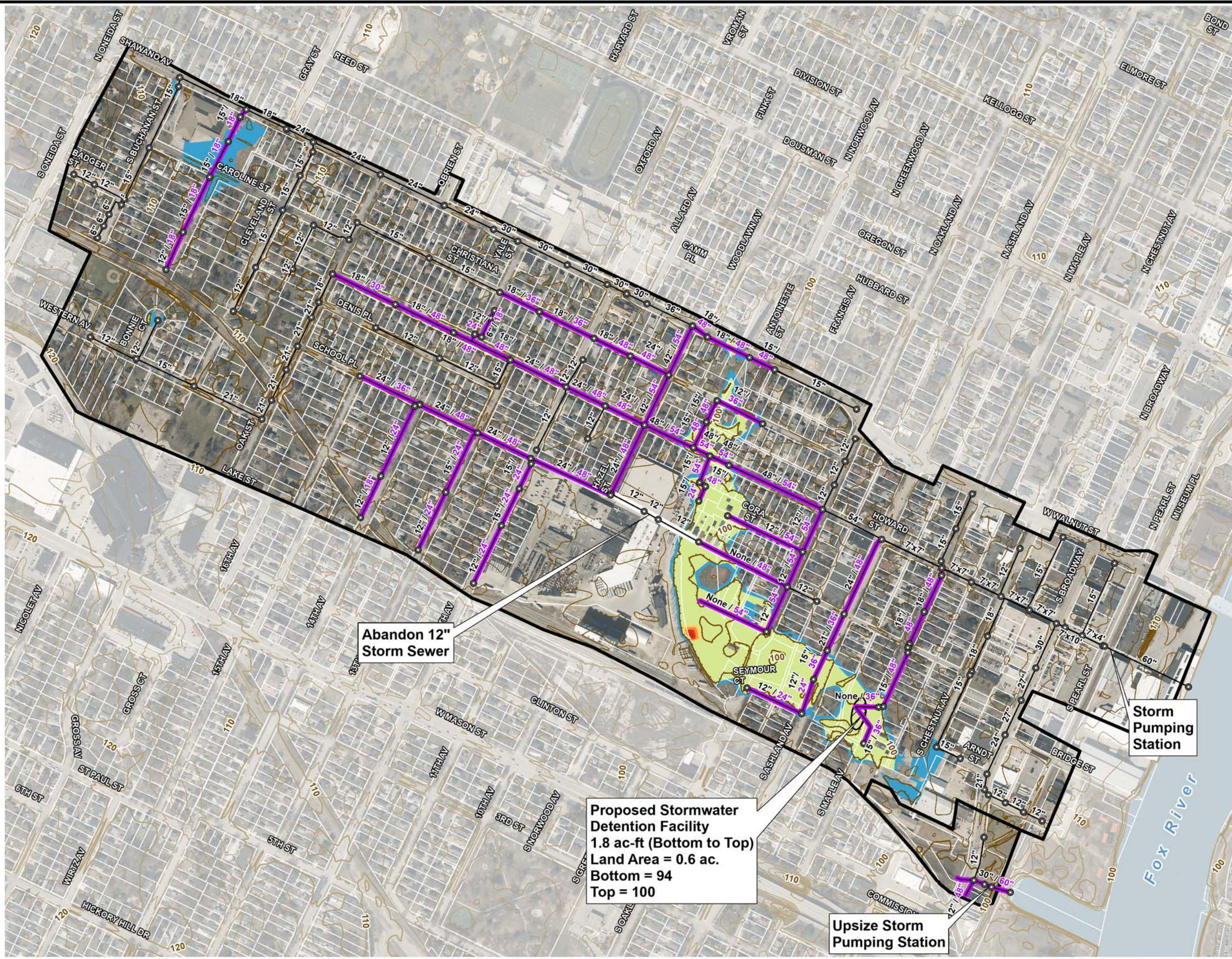
0 500 1,000 Feet

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ENGINEERS ARCHITECTS
McMAHON ASSOCIATES, INC.

**FIGURE 6
BASIN 106 - 108
ALTERNATIVE 2A - PHASE 1
100 YEAR STORM EVENT
HYDROLOGIC AND
HYDRAULIC ANALYSIS
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN**



w:\PROJECTS\G0018\92000012\1\ADD\GIS\Basin106_108_Improvements.aprx\Figure8_Phase2_25_B March 11, 2020 kpk



25 Year Storm Flooding Depth (in feet)

- >2.0
- >1.5
- >1.0
- >0.5
- >0.1

Other Mapped Features

- Manhole
- 12" Existing Storm Main and Diameter
- 12"/24" Proposed Upgraded Storm Main with Existing and Proposed Diameter
- 12" Abandon Storm Sewer Pipe
- Basin Boundary
- 100 Index Contour
- Intermediate Contour
- Parcel Line
- Proposed Stormwater Detention Facility
- Surface Water

Source: City of Green Bay, 2016; Brown County, 2017-19.

Disclaimer: The property lines, right-of-way lines, and other property information on this drawing were developed or obtained as part of the County Geographic Information System or through the County property tax mapping function. McMAHON ASSOCIATES, INC. does not guarantee this information to be correct, current, or complete. The property and right-of-way information are only intended for use as a General reference and are not intended or suitable for site-specific uses. Any use to the contrary of the above stated uses is the responsibility of the user and such use is at the user's own risk.

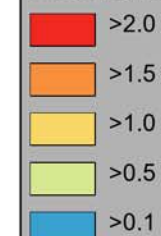


McMAHON
ENGINEERS ARCHITECTS
McMAHON ASSOCIATES, INC.

FIGURE 8
BASIN 106 - 108
ALTERNATIVE 2A - PHASE 2
25 YEAR STORM EVENT
HYDROLOGIC AND
HYDRAULIC ANALYSIS
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN



100 Year Storm Flooding Depth (in feet)



Other Mapped Features

- Manhole
- 12" Existing Storm Main and Diameter
- 12"/24" Proposed Upgraded Storm Main with Existing and Proposed Diameter
- 12" Abandon Storm Sewer Pipe
- Basin Boundary
- 100 Index Contour
- Intermediate Contour
- Parcel Line
- Proposed Stormwater Detention Facility
- Surface Water

Source: City of Green Bay, 2016; Brown County, 2017-19.

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0 500 1,000 Feet

McMAHON
ENGINEERS ARCHITECTS
McMAHON ASSOCIATES, INC.

FIGURE 9
BASIN 106 - 108
ALTERNATIVE 2A - PHASE 2
100 YEAR STORM EVENT
HYDROLOGIC AND
HYDRAULIC ANALYSIS
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN

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10 Year Storm Flooding Depth (in feet)

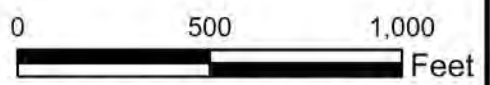
- >2.0
- >1.5
- >1.0
- >0.5
- >0.1

Other Mapped Features

- Manhole
- 12" Existing Storm Main and Diameter
- 12"/24" Proposed Upgraded Storm Main with Existing and Proposed Diameter
- 12" Abandon Storm Sewer Pipe
- Basin Boundary
- 100 Index Contour
- Intermediate Contour
- Parcel Line
- Proposed Stormwater Detention Facility
- Surface Water

Source: City of Green Bay, 2016; Brown County, 2017-19.

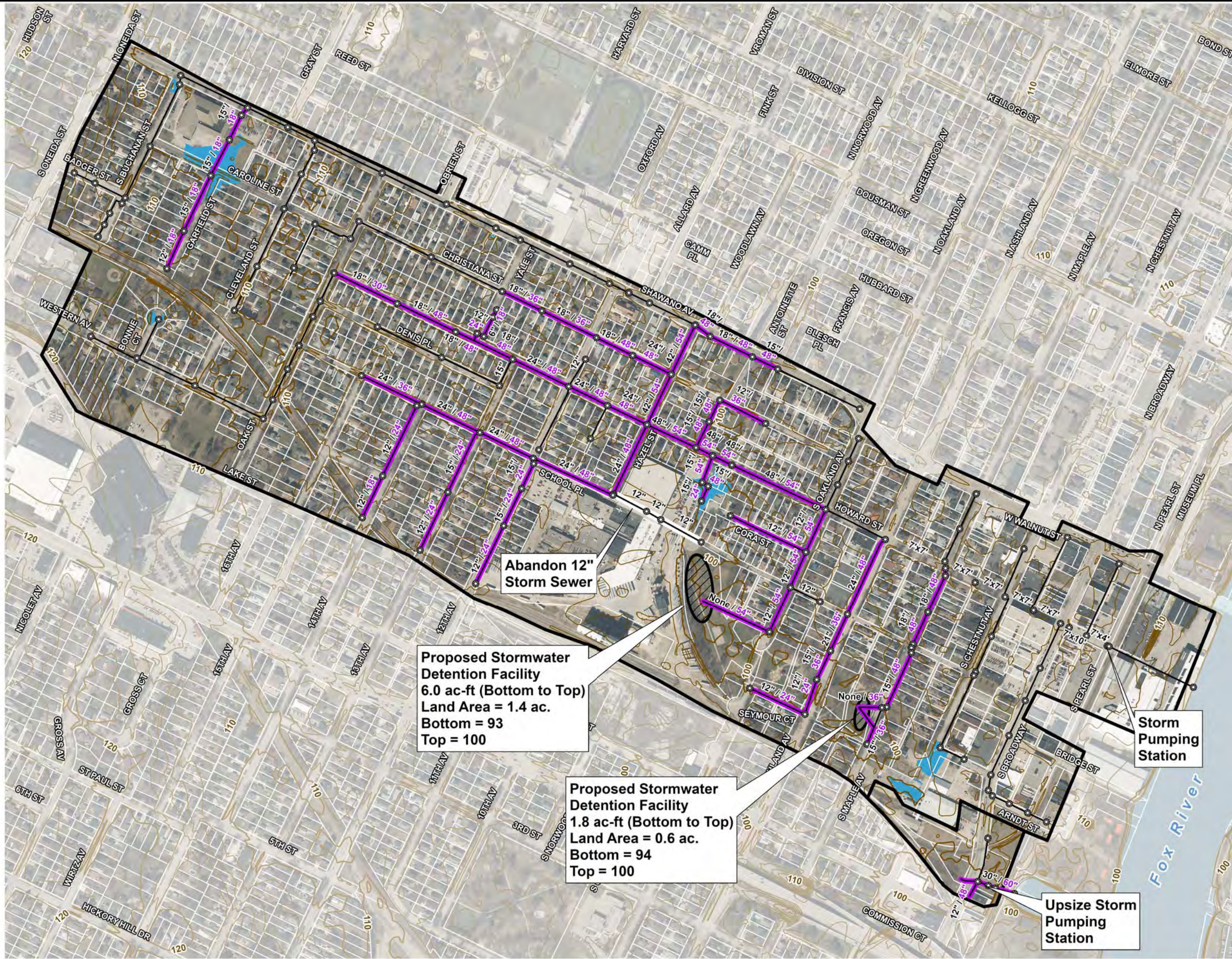
Disclaimer: The property lines, right-of-way lines, and other property information on this drawing were developed or obtained as part of the County Geographic Information System or through the County property tax mapping function. McMAHON ASSOCIATES, INC. does not guarantee this information to be correct, current, or complete. The property and right-of-way information are only intended for use as a General reference and are not intended or suitable for site-specific uses. Any use to the contrary of the above stated uses is the responsibility of the user and such use is at the user's own risk.



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ENGINEERS ARCHITECTS
McMAHON ASSOCIATES, INC.

FIGURE 10
BASIN 106 - 108
ALTERNATIVE 2A - PHASE 3
10 YEAR STORM EVENT
HYDROLOGIC AND
HYDRAULIC ANALYSIS
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN

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25 Year Storm Flooding Depth (in feet)

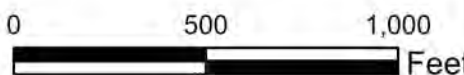
- >2.0
- >1.5
- >1.0
- >0.5
- >0.1

Other Mapped Features

- Manhole
- Existing Storm Main and Diameter
- 12"/24" Proposed Upgraded Storm Main with Existing and Proposed Diameter
- 12" Abandon Storm Sewer Pipe
- Basin Boundary
- Index Contour
- Intermediate Contour
- Parcel Line
- Proposed Stormwater Detention Facility
- Surface Water

Source: City of Green Bay, 2016; Brown County, 2017-19.

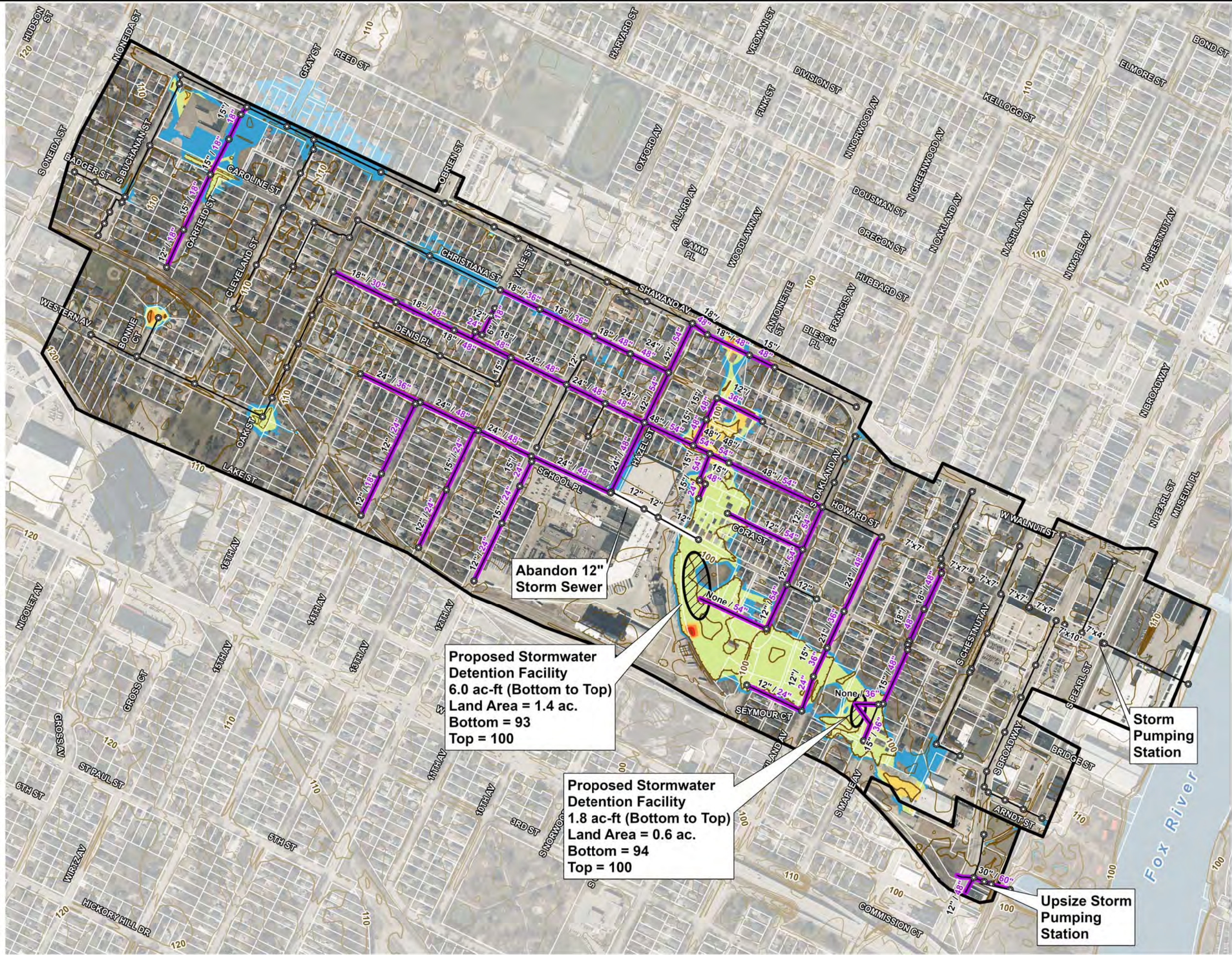
Disclaimer: The property lines, right-of-way lines, and other property information on this drawing were developed or obtained as part of the County Geographic Information System or through the County property tax mapping function. McMAHON ASSOCIATES, INC. does not guarantee this information to be correct, current, or complete. The property and right-of-way information are only intended for use as a General reference and are not intended or suitable for site-specific uses. Any use to the contrary of the above stated uses is the responsibility of the user and such use is at the user's own risk.



McMAHON
ENGINEERS ARCHITECTS
McMAHON ASSOCIATES, INC.

FIGURE 11
BASIN 106 - 108
ALTERNATIVE 2A - PHASE 3
25 YEAR STORM EVENT
HYDROLOGIC AND
HYDRAULIC ANALYSIS
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN

w:\PROJECTS\G0018\9200012\1\CADD\GIS\Basin106_108_Improvements.aprx|Figure12_Phase3_100_B March 24, 2020 kpk



100 Year Storm Flooding Depth (in feet)

- >2.0
- >1.5
- >1.0
- >0.5
- >0.1

Other Mapped Features

- Manhole
- Existing Storm Main and Diameter
- 12"/24" Proposed Upgraded Storm Main with Existing and Proposed Diameter
- 12" Abandon Storm Sewer Pipe
- Basin Boundary
- Index Contour
- Intermediate Contour
- Parcel Line
- Proposed Stormwater Detention Facility
- Surface Water

Source: City of Green Bay, 2016; Brown County, 2017-19.

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0 500 1,000 Feet



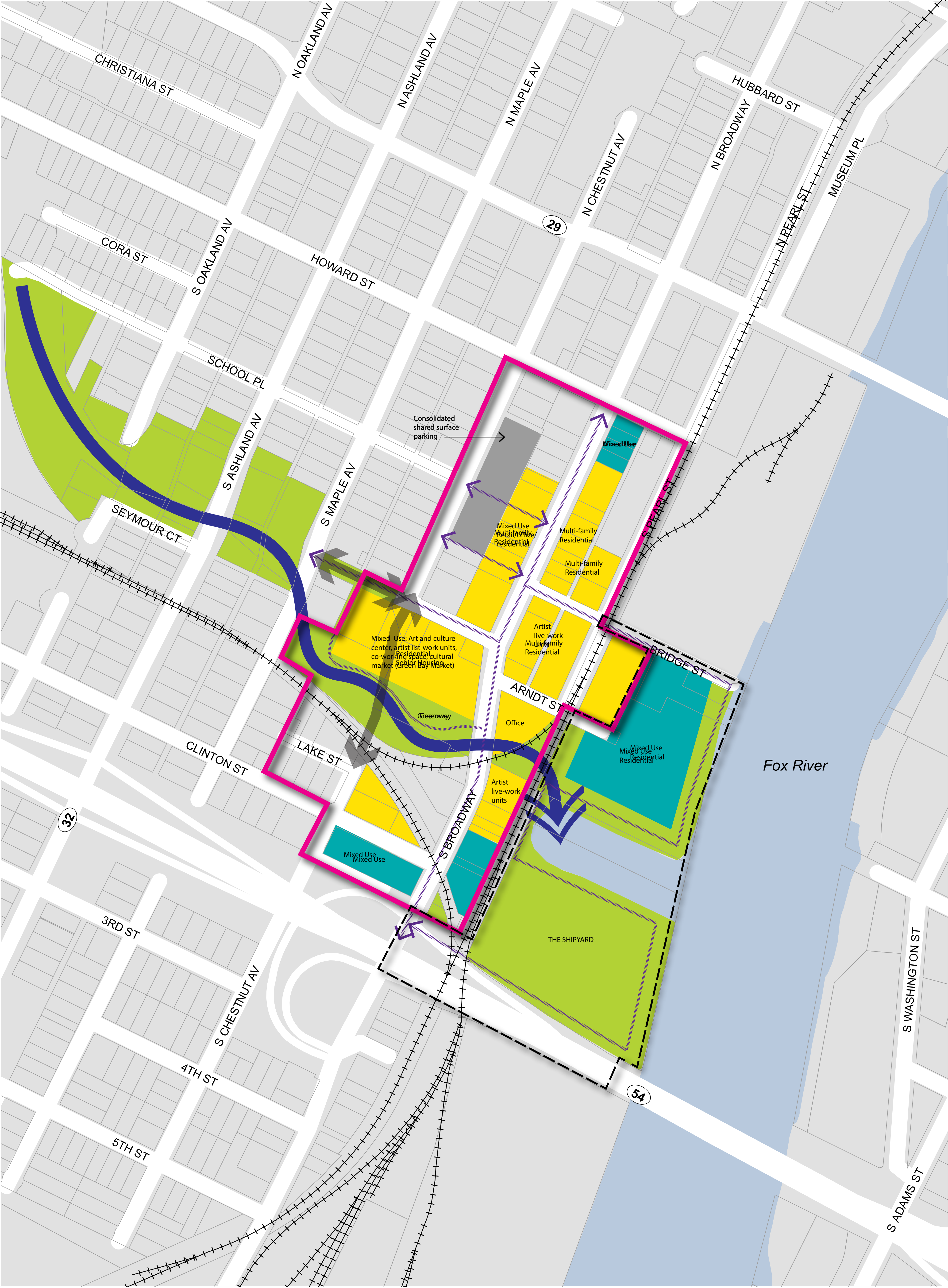
FIGURE 12
BASIN 106 - 108
ALTERNATIVE 2A - PHASE 3
100 YEAR STORM EVENT
HYDROLOGIC AND
HYDRAULIC ANALYSIS
CITY OF GREEN BAY
BROWN COUNTY, WISCONSIN

C

APPENDIX C

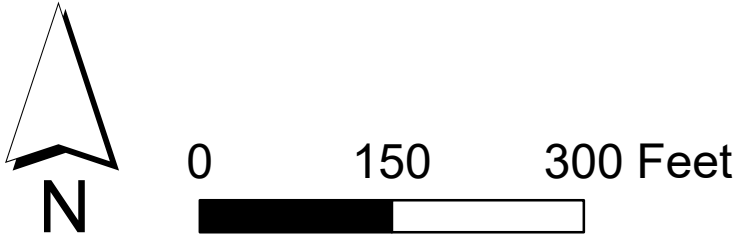
LAND USE

ALTERNATIVES



Proposed Land Use Residential

US EPA Shipyard Project
City of Green Bay, WI



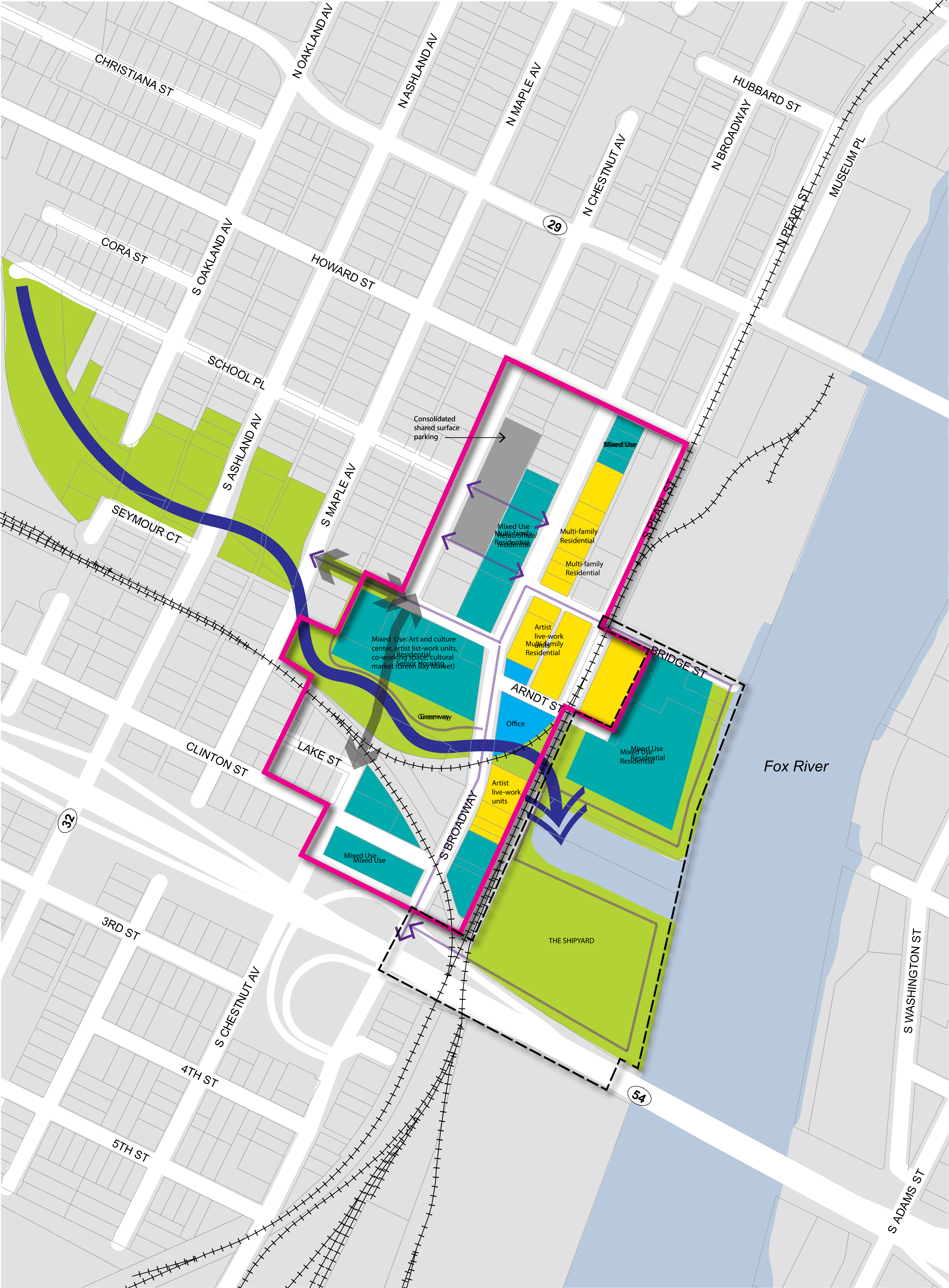
- Target Area
- Shipyard
- Parcels
- River
- Railroad

- Office
- Mixed Use
- Residential
- Park/Greenway
- Parking Lots

- Green Infrastructure
- Pedestrian Connections
- Vehicular Connections
- The Shipyard
- Target Area

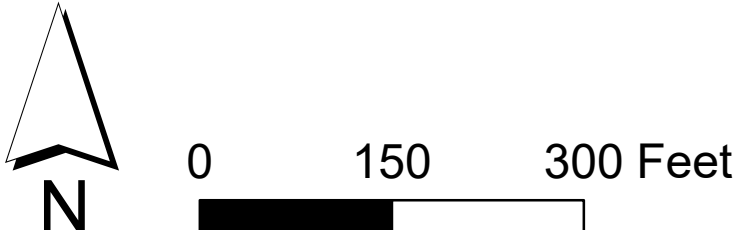
October 1, 2020





Proposed Land Use Mixed Use

US EPA Shipyard Project
City of Green Bay, WI



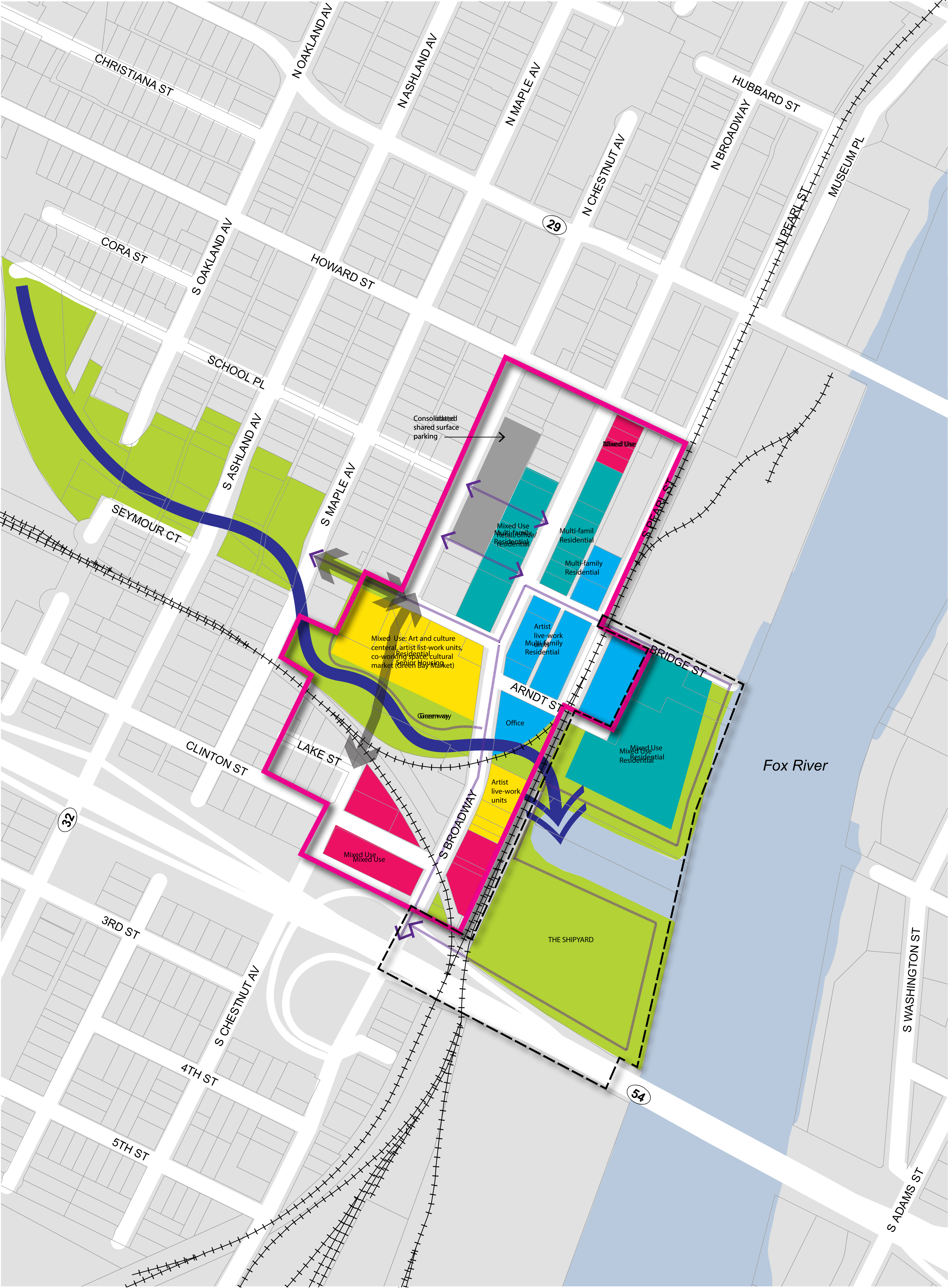
- Target Area
- Shipyard
- Parcels
- River
- Railroad

- Office
- Mixed Use
- Residential
- Park/Greenway
- Parking Lots

- Green Infrastructure
- Pedestrian Connections
- Vehicular Connections
- The Shipyard
- Target Area

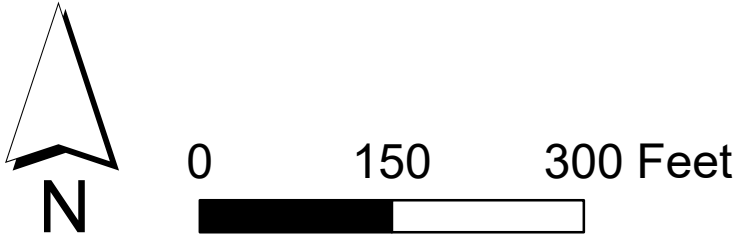
October 1, 2020





Proposed Land Use Expansion of Downtown

US EPA Shipyard Project
City of Green Bay, WI



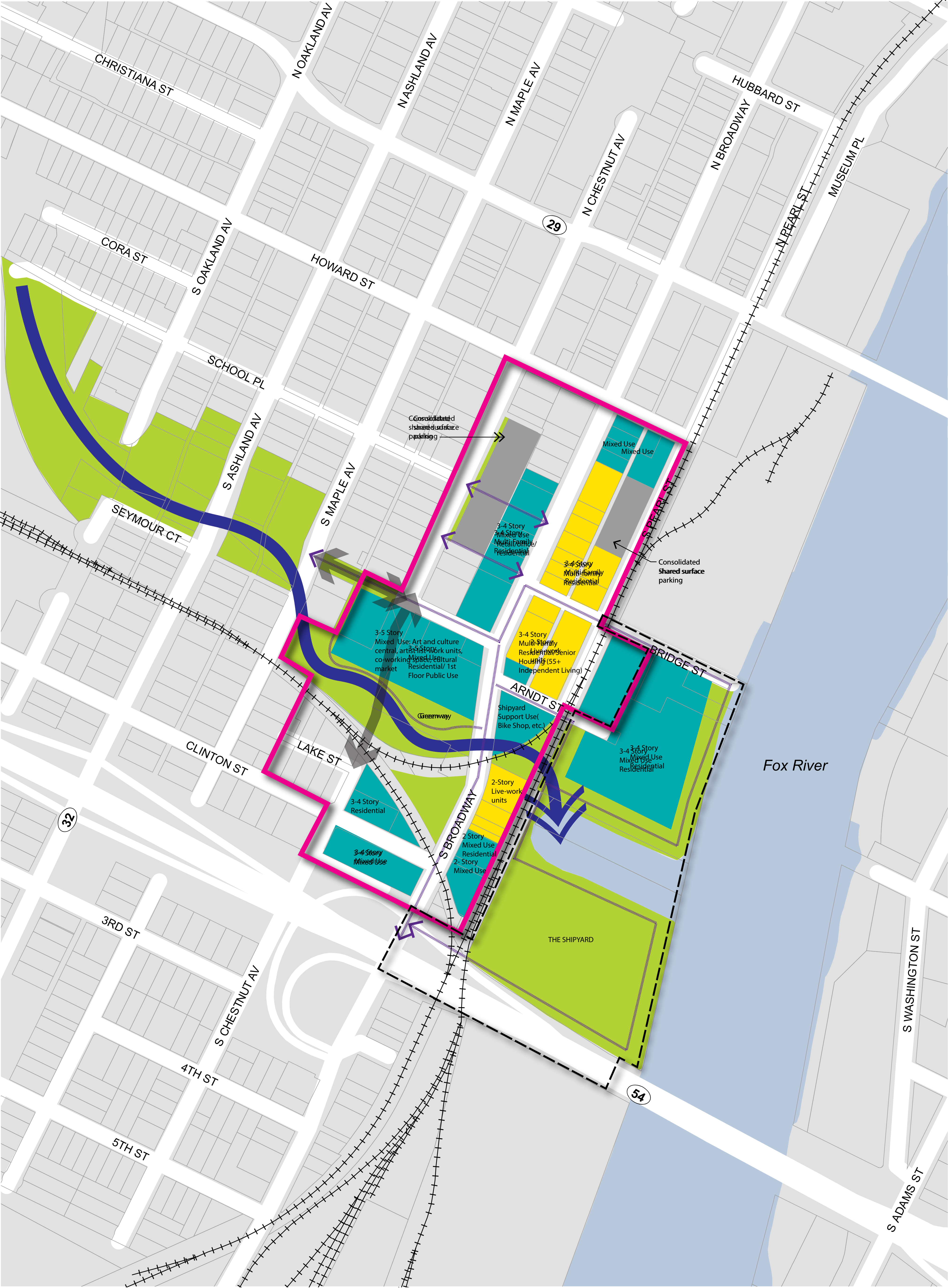
- Target Area
- Shipyard
- Parcels
- River
- Railroad

- Office
- Mixed Use
- Residential
- Park/Greenway
- Parking Lots

- Green Infrastructure
- Pedestrian Connections
- Vehicular Connections
- The Shipyard
- Target Area

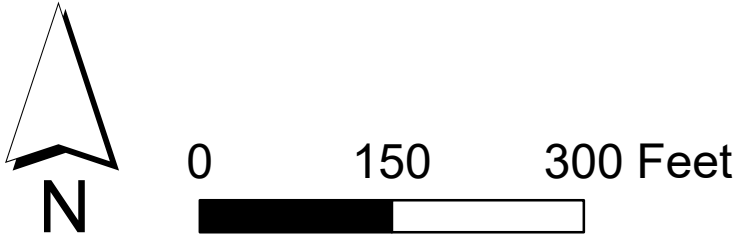
October 1, 2020





Proposed Land Use Mixed Use

US EPA Shipyard Project
City of Green Bay, WI



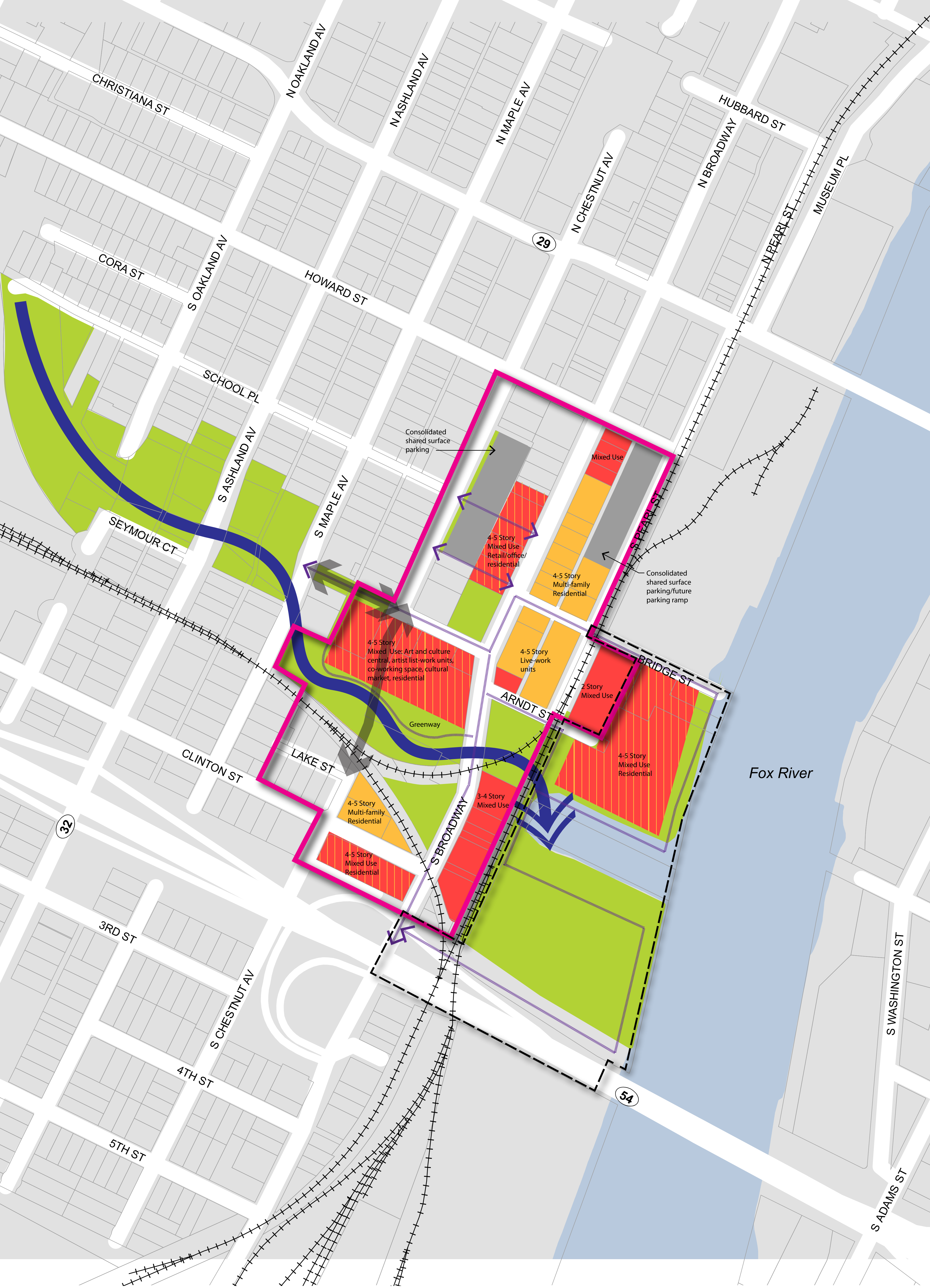
- Target Area
- Shipyards
- Parcels
- River
- Railroad

- Office
- Mixed Use
- Residential
- Park/Greenway
- Parking Lots

- Green Infrastructure
- Pedestrian Connections
- Vehicular Connections
- The Shipyard
- Target Area

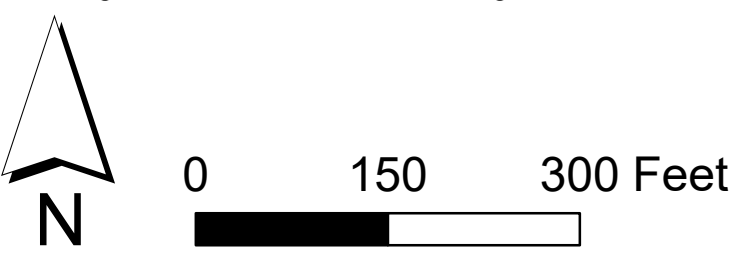
October 12, 2020





Proposed Land Use

US EPA Shipyard Project
City of Green Bay, WI



- Target Area
- Shipyard
- Parcels
- River
- Railroad

- Mixed Use
- Medium Intensity Retail, Office or/ High Density Housing
- Medium/High Density Residential
- Park
- Parking Lots
- No change in land use

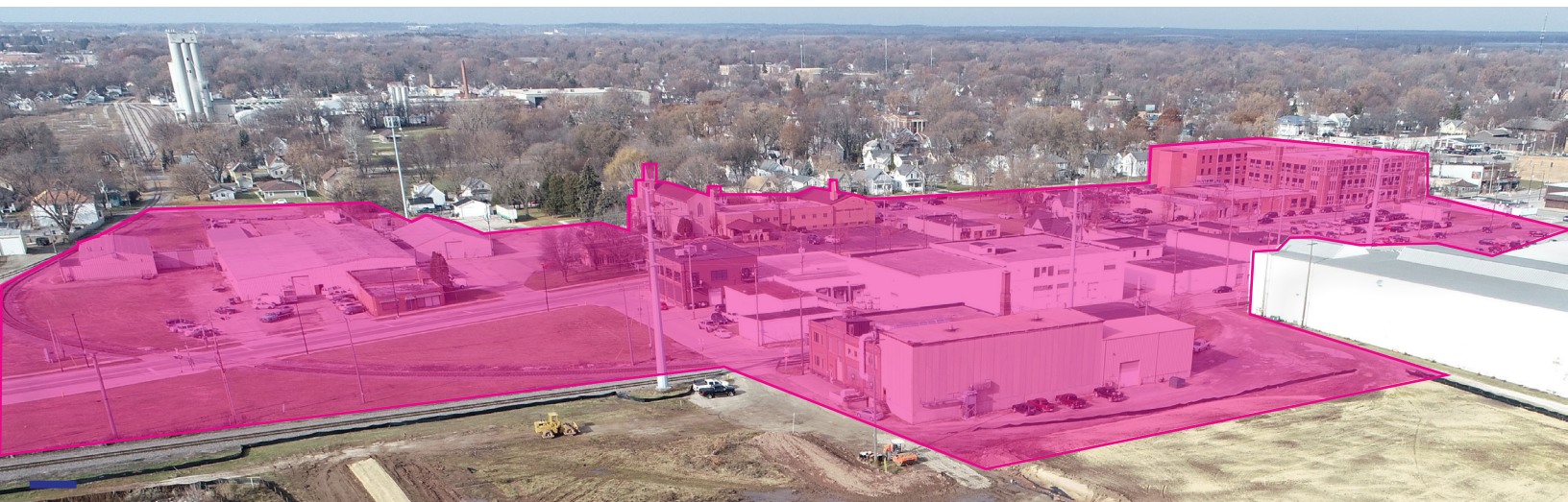
- Green Infrastructure
- Pedestrian Connections
- Vehicular Connections
- The Shipyard
- Target Area

US EPA SHIPYARD CORRIDOR

A GUIDE FOR REDEVELOPMENT

Green Bay, Wisconsin | November 17, 2020

Report Prepared Through Technical Assistance by USEPA Region 5 Brownfields



Aerial view of the Shipyard Corridor taken from the Fox River



Aerial image of the Target Area from above the Fox River

WHY THE SHIPYARD CORRIDOR?

"The revitalization of the Shipyard neighborhood represents a unique opportunity for the City of Green Bay and our residents to breathe new life into a long and overlooked but critically important area of our community. The effort has engaged the opinions and ideas of people from all walks of life and areas of expertise with a shared mission of recreating a neighborhood with local and regional amenities that embraces its distinctive "residential" identity. This redevelopment guide synthesizes many of the studies and conversations that have taken place to this point and offers us a coherent roadmap toward a better future for this neighborhood, our City, and Green Bay's citizens."

Eric Genrich
Mayor of Green Bay

**Ultra
Plating**

School District

**Ace
Marine**



ACKNOWLEDGMENTS

We recognize the following members for their efforts:

US EPA

Brian Kennedy, Brownfields Project Manager, U.S. Environmental Protection Agency, Region 5

James Van der Kloot, Land Remediation, U.S. Environmental Protection Agency, Region 5

City of Green Bay

Matthew Buchanan, AICP, Economic Development Specialist

Erin Roznik, Design Specialist

David Buck, AICP, Principal Planner

Matt Heckenlaible, PE, Utility Manager

Melissa Schmitz, CEM, LEED, GA, Resiliency Coordinator

Paul Neumeyer, Zoning Administrator

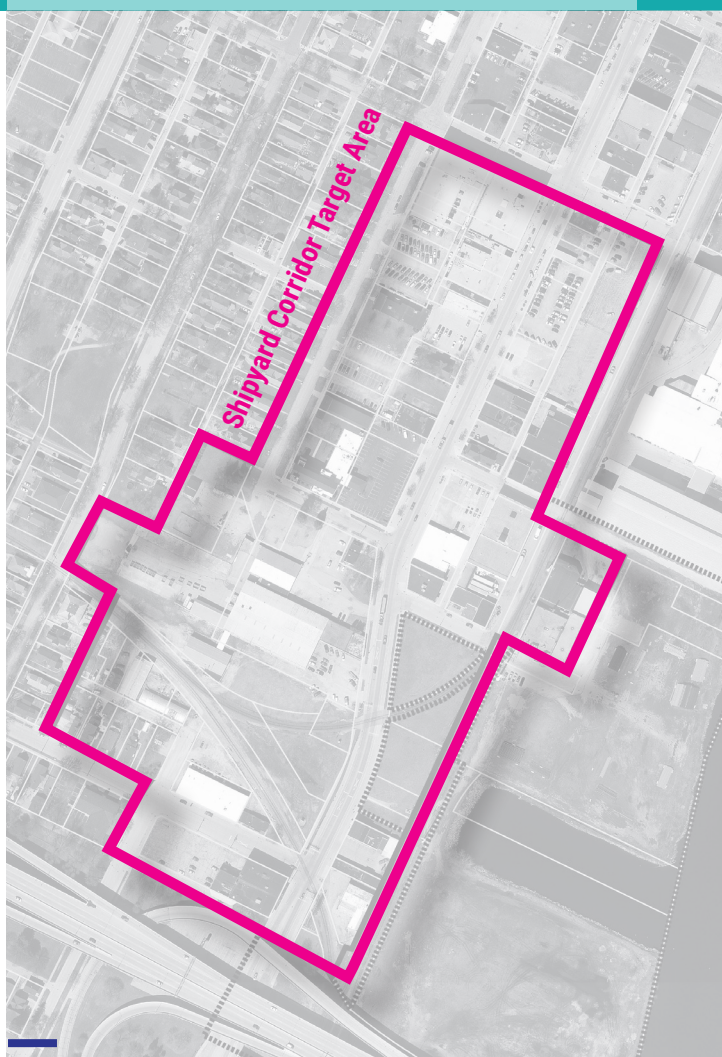
Cheryl Renier-Wigg, Interim Development Director



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3.0	Development Plan	36
4.0	Catalyst Sites	57
5.0	Implementation Action	71
Appendices	Inventory & Analysis Mapping	Appx. A
	McMahon Group Hydrologic & Hydraulic Analysis	Appx. B
	Land Use Alternatives	Appx. C

1.0



Shipyard Corridor Target Area

The U.S. Environmental Protection Agency Region 5 Brownfields Program provided technical assistance which supported the preparation of this redevelopment plan for Shipyard Corridor in Green Bay, Wisconsin. The technical assistance was provided through Superfund Technical Assistance and Response Team contractor Sustainment and Restoration Services (SRS) and its subcontractor Stantec.

PURPOSE

The purpose of the Shipyard Corridor Study is to capitalize on momentum of the Shipyard and proposed multi-family developments to transform the Target Area into an impressive gateway to the Broadway District, Downtown and to the Fox River. This report reviews existing planning studies, provides due diligence on existing conditions and a vision for the City of Green Bay to use as a guide for redevelopment.

This document is intended to help developers understand the opportunities and constraints associated with development in the Target Area and will act as a guide for City staff to craft requests for development proposals.

INTRODUCTION

SHIPYARD CORRIDOR

STUDY AREA

The area of interest known as the Target Area, is an approximately 30-acres west of the proposed Shipyard and north of West Mason Street Bridge. Multiple sites within the area meet the definition brownfields by the Environmental Protection Agency (EPA), which defines it as a property which the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. Since 1995, through tax incentives and grants, the EPA's Brownfields and Land Revitalization Program has provided communities with a pathway to redevelop land that would otherwise continue to remain abandoned or underutilized. The EPA sees the untapped potential of the area and has graciously funded this project.

STAKEHOLDER INPUT

Stantec facilitated a presentation and stakeholder discussion on October 15, 2020 via Teams meeting to review future land use alternatives with City staff, the neighborhood association and district leaders as well as local developers. The results of that meeting can be found in Chapter 3. Thank you to the stakeholders who contributed their expertise to this planning effort:

- James Van der Kloot, Land Remediation, U.S. Environmental Protection Agency, Region
- Matthew Buchanan, AICP, Economic Development Specialist
- Erin Roznik, Design Specialist, City of Green Bay
- David Buck, AICP, Principal Planner, City of Green Bay
- Will Peters, Neighborhood Development Specialist, City of Green Bay
- Cheryl Renier-Wigg, Interim Development Director, City of Green Bay
- Brian Johnson, OnBroadway Inc.
- Joy Hannemann, Operations Partner, Merge Urban Development
- Brent Dahlstrom, Managing Partner, Merge Urban Development
- Steve Miller, Architect, Slingshot Architects
- Mike Stangel, Facility Director, Green Bay Area Public Schools
- Mariah Kelly, President, Seymour Park Neighborhood Association
- Brian Kennedy, Brownfields Project Manager, U.S. Environmental Protection Agency, Region 5

2.0



S Broadway looking northwest just past Clinton Street

OPPORTUNITY ANALYSIS

OPPORTUNITY ANALYSIS

The Opportunity Analysis consists of completing an inventory of existing data related to the Shipyard Corridor Target Area and an analysis to identify opportunities and potential barriers to redevelopment.

Inventory: Document Review

The documents listed below have been reviewed as a part of the Inventory portion of the opportunity analysis process. Documents with pertinent information related to Shipyard have been summarized.

- [Green Bay Housing Market Study \(2020\)](#)
- [Shipyard Neighborhood Investment Strategy \(2018\)](#)
- [Building Blocks \(2020\)](#)
- [City of Green Bay Comprehensive Plan: 2022](#)
- [City of Green Bay Park, Recreation, and Open Space Plan 2020-2024](#)
- [Authenticity: A Strategic Vision for Green Bay's Downtown \(2014\)](#)
- [Environmental Analysis](#)
- [The Shipyard: Diversifying the Brand of a Well-](#)

[Branded City \(The Cuningham Group ,2018\)](#)

- [Market & Development Analysis for The Shipyard 2019\)](#)
- [Shipyard Archaeological Monitoring \(Commonwealth Heritage Group 2019\)](#)
- [The Shipyard \(Stantec, 2018\)](#)
- [Merge Development \(2020\)](#)

Analysis: Infrastructure Analysis

The infrastructure analysis includes a stormwater management assessment that highlights flood history, FEMA floodplain mapping, permitting challenges (Federal, State and City) and stormwater design standards. Green infrastructure best management practices are highlighted as solutions to stormwater issues in the Target Area and can be found in the Implementation Chapter.

An evaluation of the City utilities (water, sanitary, storm, electrical and telecommunication), roadway and railroads was also completed. A geotechnical analysis was completed for the former Badget Sheet Metal site, one of the properties predetermined to be one of the catalyst sites for redevelopment.

DOCUMENT SUMMARY

GREEN BAY HOUSING MARKET STUDY (2020)

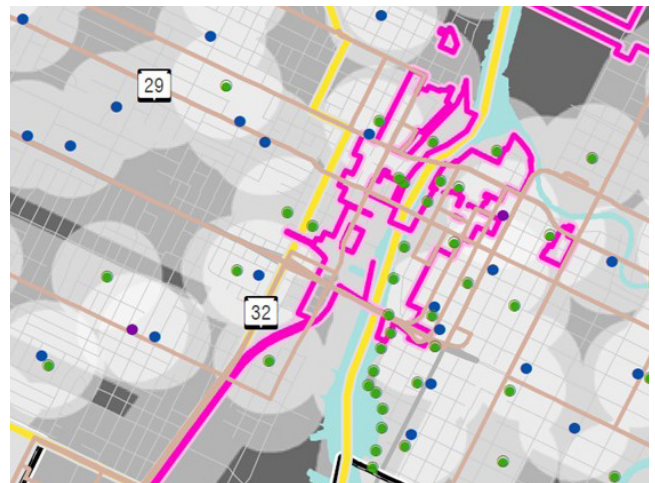
The Green Bay Housing Market Study was commissioned by the Redevelopment Authority (RDA) of the City of Green Bay in 2020. The RDA previously identified housing as a critical issue that should be addressed to improve Green Bay and grow its economy. The RDA also wanted to have a better understanding of both the City's housing market as well as the housing market of surrounding communities.

The Housing Market Study examines the existing balance between housing demand and supply by analyzing data, talking to housing experts, and understanding local residents' experiences to determine gaps in the number, type, price point, and location of housing units in the City. To close these gaps and improve housing options in the City, the study lays out a toolbox of targeted strategies.

44% of the housing within the City of Green Bay is rental units, with the remaining 56% being single-family homes. Of those single-family homes, 91% are owner-occupied.

In relation to the housing gaps and opportunities, it is noted that affordable housing is needed. The study defines affordable housing as housing that serves lower-income residents, typically households earning 80% of the area median income (AMI) as calculated by the US Department of Housing and Urban Development. There is also a determined need for senior housing and new owner-occupied housing.

New units, no matter what type they may be, are encouraged to be implemented throughout the Target Redevelopment Areas, shown in magenta below. These areas include the Whitney Park Townhomes, 901 Main, the Rail Yard Innovation District, and the Shipyard Project site.



The main goal determined by the Market Study is to BUILD HEALTHY NEIGHBORHOODS within those key areas that consist of varied housing types, sidewalks and urban design features, convenient access to public transit and daily needs retail/services, quality parks and open space, community gathering places, and active neighborhood associations.

This could successfully be accomplished by following the proposed strategies for implementation:

- Communication – with committees, staff, and key stakeholders
- Initiatives – neighborhood initiatives and RDA proposals
- Regulation – enforce existing plans in place, encourage code flexibility, and review fees and processes in place
- Funding – explore internal funds, TIFs, tax credits, and down payment assistance
- Partnerships – with Habitat for Humanity, major employers, UWGB, and NWTC

THE SHIPYARD NEIGHBORHOOD INVESTMENT STRATEGY (2018)

The Shipyard Neighborhood Investment Strategy, also known as “The Strategy,” was adopted in December of 2018. The Strategy focuses on the predominately residential neighborhood bounded by Walnut Street to the north, Ashland Avenue to the west, 6th Street to the South, and the Fox River to the east. This includes the Target Area as well as Stantec’s Shipyard project site.

The Strategy is in place to help guide the City of Green Bay’s committed \$1 Million investment in this area over the course of 3 years, but specific action strategies for property acquisition and infrastructure projects (the Action Plan) are to be determined internally and are not further defined in the planning document itself. Overall, The Strategy is supported by US Census data, resident surveys, business surveys, site analysis, existing

planning documents, and community stakeholder meetings.

Using comprehensive background data and an Existing Conditions Survey, priority areas for investment were identified by The Strategy’s team. The following 5-Year Goals and overall objectives associated with the priority areas were then identified by City Staff and community stakeholders based on a neighborhood survey:

Goal #1 – PROPERTY VALUES: Increase Property Values Through Improvement to Overall Curb Appeal of the Neighborhood and Surrounding Area

- **Objective #1A:** Encourage high standards of property maintenance and investment within the Shipyard area neighborhood
- **Objective #1B:** Reduce the prevalence and intensity of distressed and nuisance properties as well as eliminate factors that contribute to blight

Goal #2 – HOUSING: Promote continual reinvestment in neighborhood housing that increases housing choices, number of living units, and owner occupancy rates to stabilized and enhance the desirability as a neighborhood of choice.

- **Objective #2A:** De-conversion of single-family homes that have been divided into multiple living units where the design, density, and site constraints are problematic
- **Objective #2B:** Increase density at appropriate locations and provide additional housing choice included attached single-family (townhomes),

DOCUMENT SUMMARY

multiple-family, and mixed-use living options.

- **Objective #2C:** Increase the percentage of homeownership and owner-occupancy
- **Objective #2D:** Align land-use regulations with adopted development and area-wide plans

Goal #3 – LAND USE: Advance an appropriate and compatible mix of residential, commercial, and public uses within the neighborhood

- **Objective #3A:** Adjust land use regulations to promote and encourage desired mix of uses

Goal #4 – ECONOMIC DEVELOPMENT: Encourage an appropriate and compatible mix of residential, commercial, and institutional uses that provide increase neighborhood commercial business and local employment base

- **Objective #4A:** Increase neighborhood sustaining and supported commercial options to the immediate area
- **Objective #4B:** Clean-up and reuse environmentally compromised properties

Goal #5 – INFRASTRUCTURE: Provide an attractive, safe, well-maintained, and efficient multi-modal transportation network for all users

- **Objective #5A:** Improve and expand existing roadway infrastructure
- **Objective #5B:** Increase function and “friendliness” of roadways for pedestrian and bicycle circulation
- **Objective #5C:** Improve right-of-way and public space amenities to improve image of the area and provide attractive places for people to live, work, and play

- **Objective #5D:** Better utilize existing surface parking lots

Goal #6 – COMMUNITY BUILDING: Engage, activate, and empower residents, property owners, and other community partners to take ownership of their neighborhood

- **Objective #6A:** Involve residents and property owners in future planning and implementation of changes and improvements to the area
- **Objective #6B:** Create a unique identity for the area
- **Objective #6C:** Celebrate the history and historic structure/sites within the neighborhood area

Funding sources noted in The Strategy include Neighborhood Enhancement Funds, Community Development Block Grants, HOME Investment Partnerships Programs, Brownfields Grants, and other local, private investments.

BUILDING BLOCKS (2020)

Building Blocks is a memorandum from March 31, 2020, for the City of Green Bay that addresses strategies and technical assistance for neighborhood reinvestment within the Shipyard Area.

Technical assistance was provided by the EPA to help the City of Green Bay and other key stakeholders in overall assessments of the area, convening of the stakeholders in workshop and meeting formats, and action planning for the next best steps.

Opportunities and issues for revitalization in the

Shipyards Area were addressed at both a Community Meeting and Technical Workshop in late January 2020. The series of meetings was an important event for convening people from a variety of backgrounds who were interested in promoting positive development in the Shipyards Area. Goals were formulated during the meetings that ultimately became the foundation for the following recommended strategies:

Strategy #1: Promote Placemaking and Development

- Expand or establish a merchants' association or business District
- Plan for future development of state transportation right-of-way
- Promote Shipyards area events
- Establish long-term plans to redevelop the CN Railyard, coal piles site, Badger Sheet Metal property

Strategy #2: Invest in Quality Affordable Housing

- Consider proactive code enforcement
- Pursue state legislative changes that affect affordable housing
- Increase funding for housing incentives

Strategy #3: Define the "Reindustrial" Area

- Build a neighborhood coalition
- Conduct visioning and identity building
- Relax zoning regulations and add a form-based element
- Create a land acquisition/disposition plan

Strategy #4: Reshape Neighborhood Connectivity and Mobility

- Install entrance identity and wayfinding signage
- Establish a long-term plan for removing viaducts on Ashland Avenue and Mason Street
- Reconstruct Pearl Street and Bridge Street to accommodate bike/pedestrian traffic and beautify the streetscapes

CITY OF GREEN BAY COMPREHENSIVE PLAN: 2022

The City of Green Bay's Comprehensive Plan (the Plan) was adopted in 2003 in compliance with the Smart Growth requirements. The preparation of the Plan relied heavily on the participation of the citizens of Green Bay. The Plan ultimately provides City leaders with a guide to use while assessing policy and development proposals. The Plan is extensive but does focus some of its objectives and policies on the Shipyards Corridor and Target Area.

Within the Community Facilities Chapter, there is a "Planned Park" for the Shipyards Project site and extension into the Target Area. Within the Community Facilities Chapter, there is a "Planned Park" for the Shipyards Project site and extension into the Target Area:

Within the Economic Development Chapter, there is suggested guidance to encourage downtown revitalization by means of redevelopment efforts. More specifically, it is recommended that a high percentage of

DOCUMENT SUMMARY

the City's new commercial and industrial growth should occur within the existing boundaries of Green Bay on brownfield sites or areas targeted for redevelopment such as contaminated, underutilized, or obsolete areas. This would include the Target Area.



The Housing Chapter focuses on the City meeting the needs for affordable housing, housing diversity, housing density, and infill / rehabilitation of existing housing stock. There are no specific areas for these initiatives further defined in the Plan, rather general thoughts that should be applied to all future housing discussions. It is noted, however, in the Implementation Chapter, that the City will likely create any Sub-Area and Neighborhood Plans that reflect new ideas and initiatives.

Several planned parks, special area parks, and planned parkways are proposed within the Parks, Greenways, and Parkway Chapter for the Target Area and its surrounding neighborhoods. This recommendation also promotes public access to the riverfront during

redevelopment efforts. Parkway are intended to be arterial or collector roads that are highly landscaped and include sidewalks, decorative lighting, on-road lanes, or off-road paths for bicycling. There is also guidance from the Concept Plan that a public path be considered along the west side of the Fox River to complement the one on the east side, which is now known as the Fox River Trail. A bike and pedestrian path is also proposed for the Target Area.



The Parks, Greenways, and Parkway Chapter promotes the development of new parks, greenways, trails, and parkways. It is also noted that the City should continue to extend public parks, plazas, recreational marinas, walkways, and overlooks along the Fox River from Mason Street to just north of Main Street.



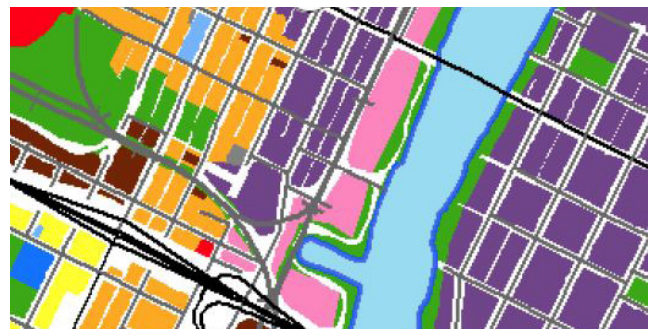
Also identified in the Chapter is “the 15-acre property immediately north of Mason Street on the west side of the Fox River” as a possible marina site. The Downtown Design Plan indicates this as a possible multi-purpose marina with adjacent housing, offices, shops, and restaurants. According to the Chapter, a marina at this location would support broader aims for downtown, Broadway Avenue, and central riverfront revitalization. Limited space for parking and downtown traffic conditions may preclude a major boat launch at this location.

The Land Use Chapter guides redevelopment and reinvestment for many areas throughout the City. According to the Plan, redevelopment activities should receive priority on the riverfront, in distressed neighborhoods, and key activity centers. Riverfront land use should focus on river-dependent industries, parks, housing, and offices. Existing riverfront parks should be linked, and an emphasis should be placed on creating more parks and open space.

Riverfront redevelopment is also found within the Land Use Chapter. It states that Green Bay should take a proactive approach to the redevelopment and clean-up of riverfront property to accommodate a mixture of residential, office, hotel, recreation, natural areas, protection, and technology-oriented land uses. Brownfields program funding could be an option to help support financial partnerships.

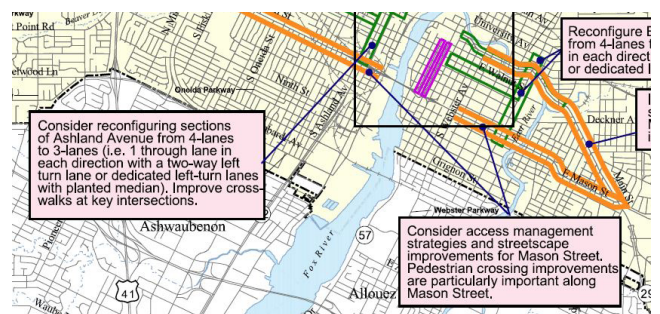
The Target Area is also found within the Transit District, an area that has existing bus routes and potential for transit-oriented development. This is also noted in the Transportation Chapter of the Plan.

The adopted Land Use Plan shown below also identifies the Target Area as parks, high intensity retail/office/housing, downtown use, or low/medium density housing for future development.



According to the Natural Resources Chapter, there appears to be a fair amount of 500-year Floodplain within the Target Area, along with an initiative to improve water quality and river edges just north of the Shipyard site.

Found within the Transportation Chapter are recommendations for further exploration of improved access management as well as 4-lane to 3-lane streets. This is shown in the image below.



DOCUMENT SUMMARY

The Transportation Chapter also recommends the implementation of multi-use trails and bicycle facilities within the Target Area as seen below.



The Neighborhoods and Districts Analysis found within the Comprehensive Plan splits the City of Green Bay into 6 neighborhood Districts. The Target Area is found within District 3: Near Downtown West. The Analysis provides a more specific land use plan for each District, clarifying recommendations for the Target Area and surrounding parcels as shown below. The Analysis also recommends establishing initiatives for this area that support improved access to the riverfront, mixed-use development along the riverfront, additional commercial activities along the Broadway Corridor, and stabilized housing with higher density closer to commercial land uses, employment, and transit.



CITY OF GREEN BAY PARK, RECREATION, AND OPEN SPACE PLAN 2020-2024

The City of Green Bay's preparation of the Park, Recreation, and Open Space Plan in 2020 (The Parks Plan) was an important step toward achieving a park system that meets the recreational and environmental needs of the Green Bay community. The Parks Plan also takes into account recommendations from the Wisconsin Statewide Comprehensive Outdoor Recreation Plan, the Brown County Park and Outdoor Recreation Plan, the Brown County Bicycle and Pedestrian Plan Update, the City of Green Bay's Smart Growth Plan 2022, the Green Bay Safe Walk & Bike Plan, the Green Bay University Avenue Corridor Brownfields Redevelopment Plan, and the City of Green Bay's Downtown Master Plan.

The Parks Plan's established goals are the following:

Goal #1: Provide a diversified park and recreation system that meets the recreational needs of Green Bay residents and attracts visitors from other communities

Goal #2: Preserve and enhance the natural resources of the community

Goal #3: Sustain and improve cultural resources and placemaking within the community

Goal #4: Develop and maintain parkland and recreational opportunities in a fiscally-prudent manner

Action Plan recommendations based on analysis of

existing facilities that include the Target Area are graphically shown in three exhibits from the Plan. Other recommendations specifically relating to the Target Area include:

Community Park Recommendation: SHIPYARD

- This future park (8.05 acres) is located just north of Mason Street along the west bank of the Fox River. Ownership, maintenance, and program management of the various Shipyard facilities is yet to be determined and may involve a public/private partnership. In any case, all facilities will be for public use.
- Proposed Activities include working with other City Departments to secure funding to construct a shoreline walk, multi-use trail, an open green space, stage, fountain/splashpad, playground, retail shipping container area, dog park, a kayak launch, transient boat dock, fishing area, urban beach, wetland habitat/ ecological area and riverfront seating.

Neighborhood Park Recommendation: SEYMOUR PARK (Just west of the Target Area)

- This medium neighborhood park (10.39 acres) has amenities that include one basketball court, two playgrounds, ice skating, shelter, open shelter, splash pad, community garden and edible landscape garden. There is an active gardening program for neighborhood children within this park.
- Proposed Activities include exploring the purchase of the south railroad yard for park expansion, replacing the playground, and considering downsizing to one playground. The area east of Ashland Avenue is currently underutilized. Staff should evaluate the best use of this area.

Greenway Recommendation: FOX RIVER GREENWAY WEST BANK

- The 2.20-acre Fox River West Bank Greenway is located in the heart of downtown Green Bay. The City currently owns property along the bank from Walnut Street to Dousman Street. This greenway is adjacent to Veteran's Memorial Park, the Neville Museum and Leicht Memorial Park. This narrow strip of shoreline property consists of a riprap edge, a brick river walk, and a firefighter's memorial.
- Proposed Activities recommended
 - Develop a master plan that addresses the potential re-design of Veteran's Memorial Park, a new riverfront walkway, shoreline treatments, along with connections to the Broadway Shopping District, the Neville Museum and Leicht Memorial Park
 - Actively pursue the relocation of the coal piles
 - Develop the Shipyard property as a public park

Recommended improvements should obviously be phased in over time. Funding mechanisms, such as grants, user fees / concessions, foundations, volunteer efforts, partnership groups, and sponsorships, are highlighted in the Plan to better assist in any upcoming implementation efforts.

DOCUMENT SUMMARY

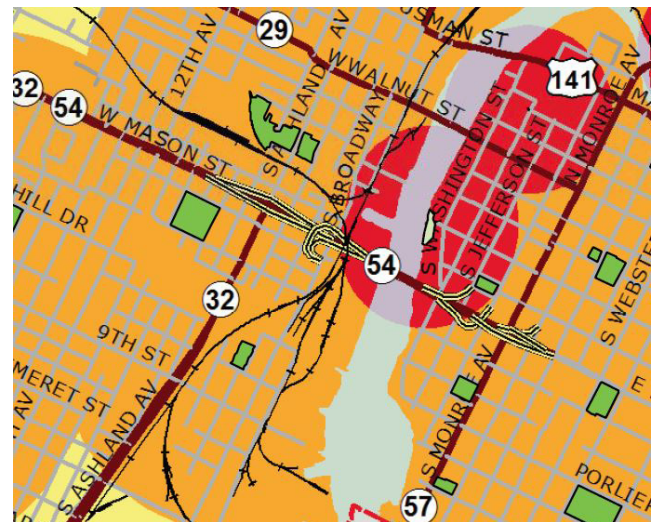
Existing & Proposed Parks (Green), Greenways (Pink), and Schools (Cyan) Exhibit Below:



Existing & Proposed Bike, Trail, and Pedestrian Plan Exhibit Below:

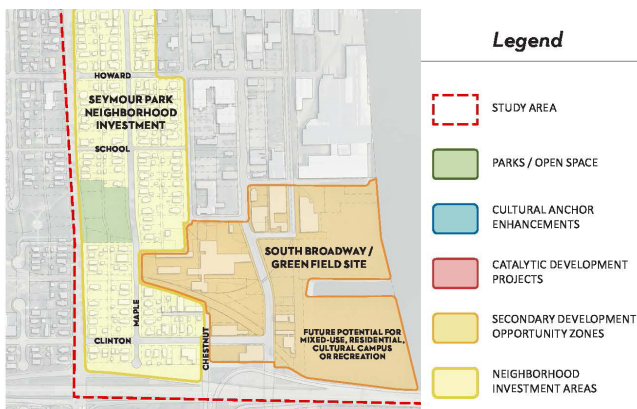


Park Proximity Analysis Below: (Dark Green: Community Park, Light Green: Mini Park, Red: 1/4 mile service radius)



AUTHENTICITY - A STRATEGIC VISION FOR GREEN BAY'S DOWNTOWN (2018)

Authenticity was created to allow for the City of Green Bay to capitalize on a unique mix of people, businesses, natural features, amenities, and characteristics that make the City one-of-a-kind. The goal of Authenticity is to identify opportunities that could not be achieved in other communities, allowing Green Bay to build on these unique elements and strengthen its competitive position in a world economy, while fostering an increased sense of place and pride. Authenticity is not about recreating the past, but instead planning for growth that embraces Green Bay's history while addressing what the community wants to become, in a way that reflects the unique spirit of the City.



The proposed Land Use Framework within Authenticity provides guidance to Downtown for a range of projects and policies. The Shipyard and Target Area and surrounding context has been defined not only as a brownfield redevelopment site, but also as an area for parks/open space and neighborhood investment as shown in the image below.

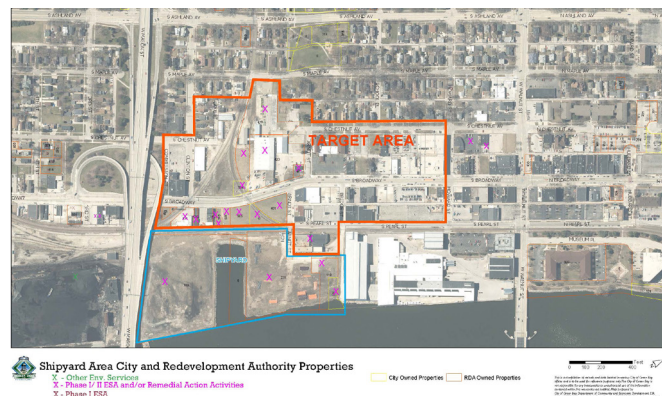
Authenticity encourages the City to strive for expanded Downtown economic base with livable spaces, improved connectivity, and preserved features unique to Green Bay.

ENVIRONMENTAL ANALYSIS

The Shipyard Corridor is in a fully developed area of the City consisting of wide-ranging commercial, industrial, and residential properties. Buildings and land uses in portions of the Corridor are no longer well-matched with current market demands and underutilized

properties are in need of redevelopment to promote a vibrant and productive community. Depending on the size and condition of these buildings and the extent to which historic land uses included use or storage of hazardous substances and petroleum, redevelopment may be hindered by the known or suspected presence of environmental liabilities which must be addressed prior to redevelopment. Multiple sites meet the EPA's definition of a brownfield and pose a key challenge to revitalization of the Shipyard Corridor.

Stantec has been engaged by the City of Green Bay on multiple occasions to provide environmental analysis on the Shipyard site itself and properties within the Shipyard Corridor. Utilizing multiple Community Wide Assessment funds for hazardous substance and petroleum brownfields awarded to the City by the EPA, Stantec has completed 5 Phase I and II ESAs on 12 parcels within the Shipyard Corridor. Phase II ESAs concluded soil and/or groundwater contamination exists on a majority of the parcels assessed in the Shipyard Corridor associated with widespread historic urban fill, industrial property use, or petroleum/hazardous substance releases.



DOCUMENT SUMMARY

During Fall 2020, Stantec completed a parcel-scale inventory of “Known” and “Potential” brownfield sites along South Broadway which included the Shipyard Corridor. The findings of the report were summarized in a letter dated October 20, 2020. Key components of the inventory included a review of historic data sources (aerials, Sanborn Insurance maps, etc.), a review of environmental databases, and physical “windshield” surveys at each non-residential property within the Corridor.

Using the sources listed previously, the brownfield inventory identified 47 parcels to be “Known” or “Potential” brownfields. 34 of these parcels lie within the boundary of the Shipyard Corridor. Potential brownfields were identified as those parcels which given current use and condition, are or have, a high likelihood of becoming a brownfield if the site were to suddenly become vacant.

THE SHIPYARD: DIVERSIFYING THE BRAND OF A WELL-BRANDED CITY (2018)

The Cunningham Group was hired by the City of Green Bay to provide a flexible design for the Shipyard site that was capable of withholding a strong brand and image separate of any associated with Lambeau Field, the Packers, and “Green & Gold.”

Per the Cunningham Group’s website and project overview, they knew that in order to establish the “Shipyard” brand, the space would need to be flexible,

adaptable, and ever-changing. Like the City of Green Bay itself, change and evolution are incorporated into the master plan. For example, the container park can transition to a new area and formation; the floating bridge allows for the potential development of a larger urban beach; the parking lot can be turned into a through-road; the soccer field’s footprint allows for an easy stadium bleacher expansion and a venue for concerts and festivals. In a strongly-branded location like Green Bay, this kind of fluid concept plan is essential in staying relevant.

Ultimately, what makes the Shipyard space unique is that it is designed directly for the people of Green Bay, not a pre-existing organization. Rather than relying on the draw of a single tenant or event, the success of the Shipyard will be in its ability to attract a broad cross-section of the population, to provide entrepreneurial opportunities, and to showcase the playful and creative energies of the City. The design invests in the enrichment of the City’s citizens, effectively making them both the client and the brand.

Design Principles and Goals

Create an attraction that draws people, year round, to the waterfront for events and daily activities. The attraction should be a combination of well designed building and spaces that encourage recreation, interaction, and entertainment.

Ensure the site is not an island - connect it to the City and weave it into its surroundings.

Create a strong image and brand, based on the physical qualities of the site, its history and the events/activities of the site and its surroundings.



Connect to the Broadway District



Third Destination



Complete the Loop



Extend the City to the Water

MARKET DEVELOPMENT & ANALYSIS FOR THE SHIPYARD (2019)

A Market & Development Analysis was prepared in December of 2019 by Stantec for a Shipping Container Park at The Shipyard to help support its viability and success. The methodology used to determine relevant development markets included traditional market research approaches, data derived primarily from US Census products, ESRI's Business Analyst, and Costar. It also included insight from key real estate professionals that were familiar with the local market context. The research focus areas included retail, food/beverage, and housing, all of which are candidates not only for the Shipping Container Park, but also for the surrounding redevelopment areas.

Findings and recommendations from the Market & Development Analysis for Target Area are the following:

- The design concept for the Shipyard's container park is suitable for establishing a unique visual brand that is consistent with Green Bay's waterfront industrial heritage. It also lends itself well to hosting an interesting mix of micro-businesses that would be unique in Green Bay, and would be complementary to the existing business spaces and Districts that are available for retail, food and beverage businesses in the nearby downtown and Broadway Street business Districts.
- Viewed as an extension of downtown's destination business Districts—particularly the City Deck area, and the Broadway Street District—there are indications that Green Bay's customer base is deep enough to support the expansion of downtown's

retail, food and beverage offerings to the Shipyard site.

- The existing site context is not conducive to full build out of the container park at the present time. Adjacent properties and area conditions are unsightly and may be perceived as unsafe. The park feels disconnected from the nearby Broadway Street business District and may feel isolated to some. The residential density of the surrounding area is low. Pedestrian traffic from the surrounding neighborhoods and the downtown employee base would be limited, given current development patterns. That would leave the container park reliant to a disproportionate extent on patrons making single purpose trips to the site and looking past some evident dis-amenities in the process.
- On the basis of the three preceding findings, proceeding with a full build out of the Shipyard's container park at the current time would entail a high risk of persistent vacancies and business failures, even if the City took on 100% of the construction cost.
- A distinctive eating or drinking establishment is likely to be viable in the short run and could be constructed as Phase I of the container park, using a design that allows for additional build out of micro-retail spaces in the future. The initial restaurant or brewpub may need to be responsive to market conditions through decisions about hours and seasonality—which can be extended in the future as conditions allow. Even as a single business entity, a restaurant or brewpub at the Shipyard site can become a much-loved neighborhood amenity and make an important contribution to establishing the Shipyard's brand and momentum. A Market & Development Analysis

DOCUMENT SUMMARY

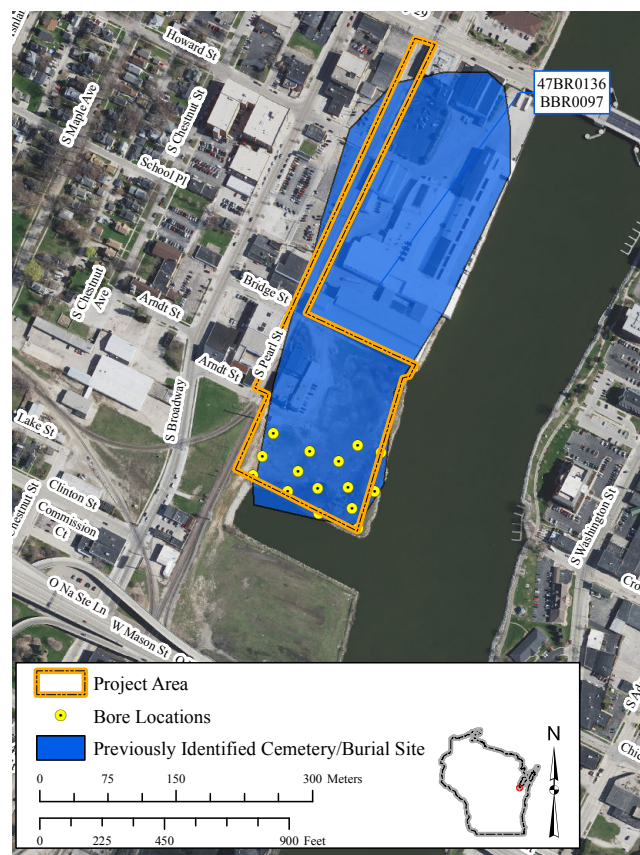
was prepared in December of 2019 by Stantec for the Shipping Container Park at The Shipyard to help support its viability and success.

The analysis also lists actions that could be taken in the near term to improve the context of the container park, which would include the Target Area. These include the recommendations of building housing and building continuity to the north by connecting to the Broadway Street business District, as the locational analysis does state that the Shipyard site feels fairly isolated.

SHIPYARD ARCHAEOLOGICAL MONITORING (COMMONWEALTH HERITAGE GROUP 2019)

Commonwealth Heritage Group was hired to conduct archaeological monitoring of the Shipyard site for uncatalogued Burial Site 4BR0136/BBR097) Chakcha Chakana Menominee cemetery/burial and compaiste/ village site located along the Fox River. The investigation was triggered by Section 106: National Historic Preservation Act of 1966 which requires consultation (in this case) by the Tribal Historic Prservation Officer.

Commonwealth monitored ground disturbing activities within the boundary of the uncatalogued burial site 47BR0136/BBR0097 in the City of Green Bay, Wisconsin. Archaeological monitoring was conducted by a "qualified archaeologist" as specified under Wisconsin Statute §157.70 (1) (1) and the Wisconsin Administrative Code §HS 2.04 (6). No cultural materials, features, human remains, or other evidence of human burials were observed during ground disturbing activities. Based on these results, Commonwealth



concludes that the geotechnical boring within the uncatalogued burial site 47BR0136/BBR0097 did not cause disturbance to human burials. Moreover, based on the soil profiles observed at the bore locations, Commonwealth concluded that the site has been impacted to such an extent that there is no potential for intact human burials to remain at the site. It should be noted that other properities in the Target Area may also trigger investigations pursuant to Section 106.



Shipyard Site Plan



Aerial perspective



Shipyard Container Park



Beer Garden



Urban Beach

DOCUMENT SUMMARY

THE SHIPYARD

Stantec was engaged by the City of Green Bay in September of 2018 to build off the Cuninghame plan and make the Shipyard a reality. Stantec conducted a thorough site inventory and analysis to determine the sites opportunities and constraints and facilitated a collaborative visioning process with key City stakeholders and to solicit feedback from the public on what they wanted to see at the park. While there were many reasons driving a revisioning for the site the largest was the City residents lack of interest in a programmed sports field use and the high costs associated with sheet piling the entire shoreline.

Stantec is working with the City to design a rich assortment of attractions and programming that will provide visitors and residents with a year-round destination to gather. The Shipyard will be anchored by a shipping container park that could house restaurants, incubator space for startup businesses, local artisans, boutique retail, equipment rentals, intern housing, Airbnb-type rentals, and a 40,000 square foot private development. Planned support attractions and features include a beer garden, urban beach, volleyball, adventure playground, play fountain, dog park, great lawn, lookout, fishing wharf, kayak launch, marina with boat slips, floating docks, terrace waterfront seating, riverfront promenade, great lawn with room for a temporary stage and various pedestrian connections and amenities. The City wants to be able to host a variety of events on site including festivals, markets, run/walks, concerts, movies and in winter months ice skating, snow sculptures, sledding and winter market.

We facilitated program discussions for The Shipyard park improvements and are working with the City on design development of The Shipyard amenities and associated support infrastructure (regional trail connections, safe railroad crossing, parking lots, road reconstruction). Throughout the project we have maintained careful focus on options that the City residents desire, local businesses can champion, and the City can realistically operate and maintain.

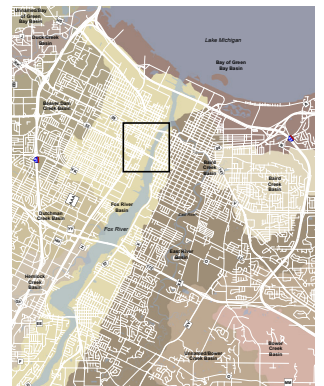
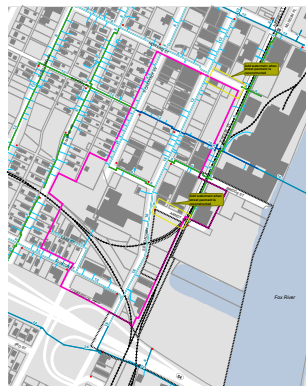
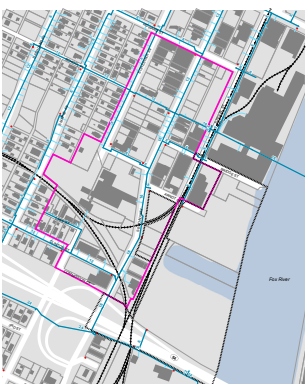
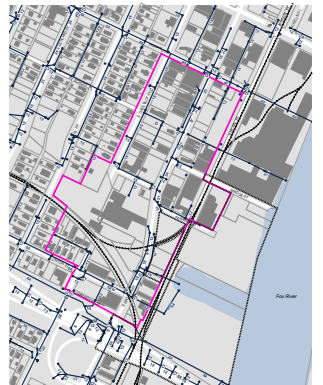
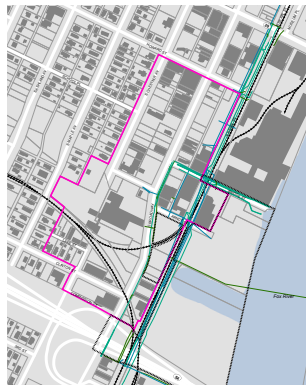
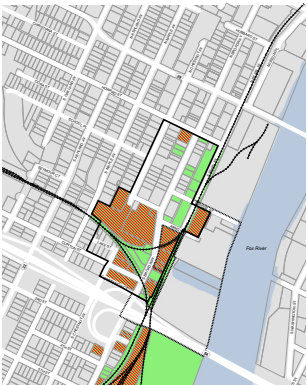
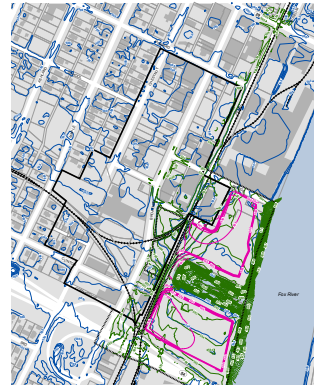
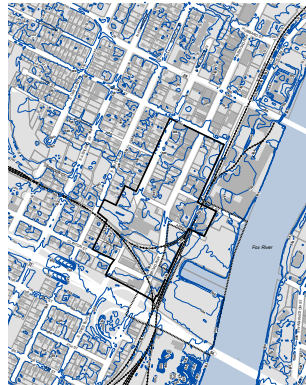
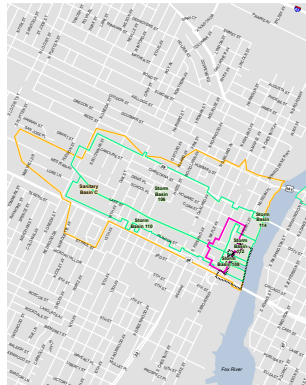
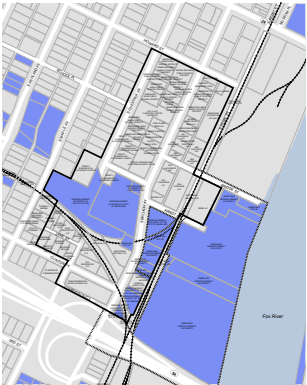
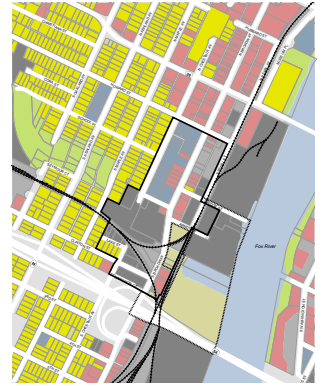
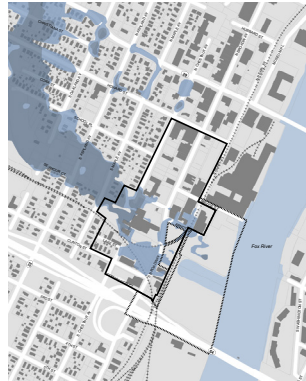
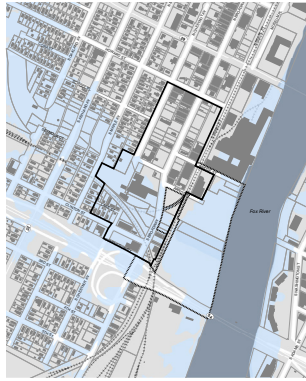
MERGE AND SLINGSHOT DEVELOPMENT

A four story mixed use residential housing development has been proposed in the location of the former Breakthrough Fuel Headquarters property. Located east of Broadway along the Fox River just north of cove and the proposed Shipyard site. This redevelopment, when built, will be a four building complex with first floor covered parking, market rate apartments and a 4,000 square foot restaurant or retail space. (Conceptual site plan and renderings on next page)



Preliminary Merge Development Site Plan (north of Shipyard)





Inventory mapping (full size maps are in the appendix)

INVENTORY & ANALYSIS

OVERVIEW & INTENT

The Infrastructure Analysis identifies issues related to infrastructure, municipal codes, the permitting process, and other hurdles that may present themselves during a redevelopment process. Ideally, all challenges would be identified before redevelopment design plans begin. However, this is not practical. Therefore, challenges to redevelopment have been identified based on previous experience, understanding of legislation, and existing information provided by the City of Green Bay and related entities.

The Analysis addresses some of the Target Area's redevelopment challenges through the initial stormwater and geotechnical reports. More specifically, flood-prone areas within this area will be adequately analyzed to assess if infrastructure modifications may reduce flooding in future redevelopment.

The goal is to identify and conceptualize reuse options for brownfield sites within the Shipyard Corridor. This analysis incorporates recent input from neighborhood residents and helps implement relevant elements of the Shipyard Area Investment Strategy and the Building Blocks Next Steps Memorandum.

An initial stormwater management assessment identifies major infrastructure challenges, informs reuse visioning, and offers recommendations for innovative stormwater management techniques to be considered with future redevelopment.

STORMWATER MANAGEMENT ASSESSMENT

FLOOD HISTORY

Repeated flooding events have presented existing

infrastructure challenges to the City of Green Bay. One of these challenge areas is presented as an arc shape flood area, which extends west, northwest from the Target Area. As the floodwaters rise in the challenge area, it continues south, curves along the east side of the Bay Valley Foods property located at 307 12th Avenue, where it widens to approximately three blocks. Generally, it approaches the Shipyard Property and Fox River perpendicularly. Nearly all the Target Area is contained within the flood area described. For planning purposes, all the area south of Ardnt Street should be considered an area of considerable flood risk.

Two sources were used to obtain flood mapping data for this area: Brown County and the McMahon Group report. Brown County completed one flood map that portrayed different flooding causes and information from multiple data sources. Data sources included the Wisconsin Department of Natural Resources, historical flooding observations, and the Federal Emergency Management Agency (FEMA) mapped floodplains. This mapping is useful to screen higher risk areas, but it doesn't address flooding causes.

The McMahon Group completed an earlier detailed study that showed localized flooding as part of their Analysis. They were retained in 2019 to perform hydrologic/hydraulic modeling of the stormwater drainage system of the area described above, for the 10-year, 25-year, and 100-year storms. Flooding in the stormwater drainage system is affected by river flooding/high river elevations, especially if areas must drain by gravity. A significant amount of stormwater flooding is caused by high local runoff rates and volumes, lack of capacity in the storm sewer system, and surface topography, which has depressional areas or does not have a clear surface overflow route to the river.

INVENTORY & ANALYSIS

Historically, the flood-prone area was characterized as slough in the topography. The historical mapping suggests it was once a tributary to the Fox River, releasing water from the wetlands in the Town of Fort Howard to the Fox River. More recent historical mapping shows increasing development through the flooding area.

Given the broad area of ponding water, an assumption is portions of the current storm sewer system have sizing or performance deficiencies, which is supported by the McMahon Group report. Due to the limited capacity, presumably anything beyond a 10-year storm event, the pipes, and the stormwater lift stations become the limiting factor during heavy rain events. This situation is compounded by the fact that the existing lift stations in the study area were designed to alleviate flooding caused by the rising flood waters of the Fox River and not the inundation of the storm system from runoff. Therefore, the hydraulic grade line in the storm system rises, and water begins to exit the storm system structures and pool on the surface.

Regional detention and upgrading the current lift stations were recommended solutions to help alleviate flood issues. The Green Bay Department of Public Works has begun improvements to the storm system in the Target Area by undertaking two projects. One project includes the improvements at the Clinton Street and South Broadway lift station and new lift station servicing at the proposed Shipyard Development. This project had associated storm pipe replacement and was completed in the summer of 2020. The second project is the upgrading of the lift station located at Pearl Street and Ashland Avenue. Storm sewer upgrades and lift station upgrades are expected to be completed before the end of 2020.

Future projects that are identified but not yet planned or budgeted include storm sewer upgrades down Howard Street from South Ashland to South Oakland, South Oakland from Howard Street into Seymour Park, South Maple Street from Howard Street to the railroad tracks past Seymour Park. There is also discussion and a plan shown in the McMahon Group report to add two surface stormwater facilities within Seymour Park within the next 5 to 10 years.

FEMA FLOODPLAIN MAPPING

As with the McMahon Group's study, FEMA has mapped the Target Area in a very similar fashion. FEMA depicts the flood mapping in the form of a document called a Federal Insurance Rate Map (FIRM). Within the FIRM, areas become defined as a floodway, special flood hazard area, and area of minimal risk. The Target Area is mainly within the special flood hazard areas and zone AE. The entire Target Area falls within the flood fringe, as determined by FEMA. The flood fringe is the area between the 100-year storm elevation and the floodway. None of the Target Area is within a floodway, which is where the water typically flows. Floodways cannot be developed, but flood fringes can, if conditions discussed later in this document are followed.

All areas not identified as flood zone AE are zone X are labeled as such. Given their proximity to the flood zone, these areas of minimal risk and any future development should consider the relationship between the lowest opening of any structures and the base flood elevation. No 500-year flood, or 0.2% annual chance of flooding, is identified within the Target Area or the FIRM.

PERMITTING CHALLENGES

Permits noted below are anticipated to provide

challenges to development directly related to stormwater and have been addressed from the federal level down to the local level. This is not intended to be an inclusive list of all permits necessary for the development.

Federal Permitting Challenges

Commonly, in a development of this nature, the Federal organizations expected to be involved are the Corps of Engineers, Federal Emergency Management Agency (FEMA), and Environmental Protection Agency (EPA).

The study area and potential redevelopment should not anticipate that the Corps of Engineers will have any involvement as there is no expectation of construction taking place within the floodway. There are no mapped wetlands present within the Target Area, either. However, the entire Target Area and flood area currently display wetland indicators per the Wisconsin Department of Natural Resources (DNR), and further investigation should be conducted before continuing beyond schematic design. There are three wetland indicator soil types present: Wauseon fine sandy loam, Manawa silty clay loam, or Tedrow loamy fine sand.

All properties that fall within FEMA mapped floodplains are regulated and require a Letter Of Map Change (LOMC) to be filed and must be accepted by FEMA before construction. In addition to the FEMA regulations, State and Municipal regulations also apply. One important requirement stated in the Municipal, State and Federal code is that the site must be raised 2' above the base flood elevation.

State Permitting Challenges

A DNR Wetland Permit, often referred to as a Notice of Intent (NOI), is required for developments that disturb more than one acre of land. The DNR permit supersedes the need for a City of Green Bay Stormwater permit. This permit should be a major design consideration as space will be required on each permitted site to provide regional controls for both water quality and water release rate. Typical controls are above ground or below ground detention systems, bioretention basins, and proprietary engineered solutions. From the inception of designs, the area required for these devices should be taken into account, or the maximum extent practical portion of the statute should be attempted to be met. If the sites are permitted individually and kept under one acre in disturbances, no DNR wetland permit will be required.

The Wisconsin General Permit, Chapter 30 or Chapter 31 permits are not expected at this time but should be reviewed with an environmental analysis when the development area concept is solidified.

City Of Green Bay Permitting Challenges

The City of Green Bay will require Erosion Control permitting and will potentially a Stormwater Management Permit. The need for Stormwater Management Permit in Green Bay is defined in Section 30.05 of the Code of Ordinances and is expected on all sites. As stated above, the DNR NOI and the municipal Stormwater Management Plan are tied together and triggered based on the site disturbance area. Stormwater BMPs need to be identified as part of the design process per the ordinance.

INVENTORY & ANALYSIS

In addition to the FEMA and State requirements to raise inhabitable structures 2' above the regional flood elevation, the City of Green Bay has further construction requirements in wetland fill areas.

The City requires dry land access to a new structure by emergency services at the time of a flood. Suppose the existing infrastructure prevents the development from providing dry land access due to existing road profiles or other means. In that case, the municipality may obtain a written agreement from the City of Green Bay first responders stating that 'rescue and relief will be provided by wheeled vehicles during a regional flood event, or the municipality could enter into an agreement with the Wisconsin DNR for an emergency evacuation plan. This portion of the ordinance could place significant challenges on developing properties within the Target Area as much of the streets are below the base flood elevation. If agreements cannot be obtained, road reconstruction would be the only option.

Removal of the floodplain cannot increase flooding anywhere else or obstruct the flow of floodwaters. The floodplain fill is not expected to increase flooding anywhere else given the size of the area that is changing, and due to the elevation, the City is in relation to the Bay and Fox River. Flood modeling may be required to satisfy this section with the City of Green Bay Zoning.

When filling a building pad is complete on a LOMC site, the footing base cannot be greater than 5' below finished grade, which equals 3' below base flood elevation. This is significant because new structures would probably require piling foundations and would likely not allow for basements or underground parking. Additionally, materials/construction of a new building

installed less than 5' above the base flood must have been evaluated for hydrostatic and hydrodynamic loads.

The shoreland zoning of the Target Area is unclear at this time and should be investigated further.

Razing permits may be of note for the demolition process as there is no defined procedure for commercial, industrial, and buildings closer than 10' to the property line. It is assumed that demolition of the undefined structures will be allowed with an agreement from Building Inspection.

DESIGN STANDARDS

The entire existing area is assumed to be 100% developed and developed before October 1, 2004. No exploratory measures were given to assess development and redevelopment between 2004 and the present day. If areas were subject to present-day development standards, an increase in stormwater quality treatment might need to be performed, as stated in §30.06(6)(c) Green Bay Code of Ordinances.

Redevelopment sites that replace older developments are subject to NR 151. The performance standards the development would need to follow are suspended solids reduction, peak flow control, infiltration, and protective of area standards. The standards would be required to meet NR 151.122 to 151.125, or the City stormwater standards, whichever is more restrictive. Environmental impacts from brownfield sites should be considered and design considerations may need to include engineered controls to prevent further spread contaminant impacts or infiltration.

Table 1. Stormwater Quality Standards

Type of Development	Percent TSS Removal (%)	
	Less than 5 acres	5 acres or greater
New Development	80	80
Redevelopment	40	-

Stormwater Quantity Standards

Any development in the Target Area is subject to the stormwater discharge quantities defined by the Green Bay Code of Ordinances § 30.06(5)(a)1 or § 30.06(5)(a)3 depending on the size of the area developed.

Developments less than five acres in size shall not increase the peak flow rates of stormwater runoff for the design rainfall events with recurrence intervals of two, ten, and 100 years. The criteria can become more or less stringent if the downstream storm sewers can or cannot handle the site's runoff. The department of public works would determine more restrictive requirements.

Stormwater Quality Standards

Any development in the Target Area is subject to the stormwater discharge quality defined by the Green Bay Code of Ordinances § 30.06(6)(b) or § 30.06(6)(c) depending on the size of the area developed.

Floodplain Standards

New structures can be built if the first-floor elevation is at least 2 feet above the base flood elevation and have dry land access. If a structure exists and substantial improvements are planned, the first-floor elevation must be raised at least two feet above the base flood elevation. Substantial improvements are defined as construction costs greater than 50% of the structures equalized assessed value at the time of work. Existing structures must also comply with Division 8 of the Green Bay Code of Ordinances. All identified special flood hazard areas within the study area have a base flood elevation of 586 feet.

STORMWATER MANAGEMENT ANALYSIS

Flooding caused by stormwater is generally due to local runoff rates, storm sewer system capacity, and overland drainage conditions. River elevations, pump station conditions, and other outfall conditions may influence localized stormwater flooding.

Flood-prone areas extend from the proposed Shipyard to approximately the start of what was originally a large marshland northeast of Fort Howard. There is a much wider contributing stormwater basin than the marsh and the Target Area. Rather, it extends further north and west. The result of this large area is water collecting on a nearly 100% impervious environment with an undersized storm system. As water is unable to enter the storm system, it flows into the mild depression, which is the flood zone that extends into the Target Area.

The recommendations are based on the McMahon Group's mapping and documents provided by the City of Green Bay. Stantec did not perform any independent modeling or technical Analysis.

INVENTORY & ANALYSIS

McMahon Group evaluated the effect of the recorded flooding events within Storm Basins 106 to 108, which are a component of the Target Area. The Analysis performed was for both the existing conditions and Analysis after the adaptation of several recommendations. These recommendations included significant up sizing of existing storm piping, upgrades to the pump station at the Shipyard development, and the addition of two above-ground wet detention basins.

Stantec's general recommendation is that the Target Area is filled not to isolate any building pads. Roadways should be raised where necessary to provide access to all habitable lots. A depression or canal should be provided in a similar location to the stream present in the 1800s. This stream should be designed for an overland emergency overflow of the area known as the flood zone. Environmental impacts should be assessed in location of the proposed stream and design considerations may include engineered controls to prevent contaminant impacts if applicable. The storm system, including lift stations' status, should be evaluated through the entire floodplain and sizes increased as necessary to eliminate any significant flooding in areas that are unable to be controlled by installing the emergency overflow path.

There is a possibility that the flooded area could be drained to a detention basin, which could be drained overland to provide drainage to the Fox River. Care should be given to prevent the back-flow of river water up this canal and create new areas of flood zone AE. Freeboard, meaning the distance between the top of the water and the top of the bank, will strive to be one foot or more in all situations.

Due to the requirements of the LOMC and the limited space available for stormwater treatment, a regional approach for stormwater quality and volume control appears to be the most appropriate solution. One LOMC could be created for all city streets, and all properties redeveloped with habitable structures. An overland flow channel could be defined at one time, and regional stormwater management systems could be established. This would reduce redevelopment costs for private developers, and it would provide more developable space on each site. Regional systems provide less management because dozens of individual systems requiring inspections annually are avoided. These improvements could be planned and instituted by the city and cost-shared with individual property developers.

The general recommendation is the raising of the flood zone areas within the Target Area. However, this may not be practical and should be assessed on a block by block basis and be included as part of a broader redevelopment plan.

EXISTING UTILITY CONDITIONS

The City of Green Bay's Public Works maintains the Sanitary and Storm Sewer Utility Systems. Green Bay Water Utility provides the local water service to the City of Green Bay residents.

There are many areas and facilities that have been identified for improvement by the department of public works. In general it was stated that if a project included storm sewer upgrades that the project would be undertaken as a full reconstruction project in where sanitary systems, water systems, storm systems and road systems are fully reconstructed.

WATER UTILITY

The Green Bay Water Utility provided data on existing and proposed water mains. The information included main areas, areas where water mains may be added in the future, and areas where the water main will be updated when the roads are repaved.

The water main around the Target Area is a looped system. Mains on Broadway, Clinton Street, and School Street are greater than or equal to 12" in diameter. It is presumed that all mains can provide water supply per the 10 State Standards of greater than 35psi working pressure within the distribution system and maintain a minimum pressure of 20psi during all flow conditions. Flow testing of existing water main should be provided by the City or be performed as a due diligence service prior to moving forward with development.

Caution should be given to areas where the water main material is anything other than Polyvinyl Chloride (PVC) or Ductile Iron (DI). The City of Green Bay has already identified the streets where Cast Iron (CI) water piping exists within the Target Area as "Relay."

Fire hydrant coverage is reasonable and compliant with NFPA requirements. The condition of fixtures and valves should be recorded and resolved prior to development.

SANITARY UTILITY

Sanitary sewer service is provided by the City of Green Bay Department of Public Works. The City of Green Bay provided the sanitary sewer basins and system network near the Target Area.

The Target Area is within Sanitary Basin C. The sanitary sewer system splits to the north and the south. The north becomes a 15" main along Howard Street, and the South becomes a 12" main that becomes an 18" main as it goes east along Hwy 54. Both branches end at or near Pearl Street, and at this time, it is unknown what the sewer does. Based on other maps and historical details, it is presumed that both mains are collected and raised at sanitary lift stations at these locations.

The sanitary sewer main branches within the Target Area range from 8" to 12", which are compliant. Material and condition are unknown, as well are the status repairs and improvements. The GIS data collected from the City of Green Bay did not include laterals to properties. Given the information provided it is difficult to determine if all the Target Area is sufficiently serviced and if there is capacity in the existing system for redevelopment.

Without measure down data, slopes, lengths, existing flow rates, design criteria, and issues received from the City, it is difficult to state what conditions to be aware of or identify solutions for future development.

Design criteria for new or improved sanitary sewer will need to follow NR 110-10 of the Wisconsin Administrative Code.

STORM UTILITY

The Target Area is within the following stormwater basins: 106, 108, 110, 112, and 114.

Stormwater runoff flows from the west to the east toward the Fox River. The stormwater system follows

INVENTORY & ANALYSIS

the same path to the pump station on the shipyard property.

The GIS data collected from the City of Green Bay did not include information about the condition, slope, material, or capacity. Therefore, it is impossible to determine if all the Target Area is sufficiently serviced or capacity in the existing system for redevelopment.

The best recommendation that can be given at this time is to review the McMahon Group's report, address new development sites to be above the regional flood elevation per the Code, and maintain access to inhabitable areas. During this time, the existing storm system should be evaluated for location and capacity.

Without measure down data, slopes, lengths, existing flow rates, design criteria, and issues received from the City, it is difficult to state what conditions to be aware of or identify solutions for future development.

ELECTRICAL & TELECOMMUNICATION UTILITY

Overhead transmission and distribution power lines cross through the site. The relocation of said powerlines for any redevelopment is assumed to be a significant undertaking.

ROADWAYS & RAILROADS

Attention should be given to the portions of streets that lie within the flood plain and sections with cast iron water main. The roadway width is significant in depaving discussions and green infrastructure additions within terraces and curbs bump-outs. All roadways are considered to be in good or moderately good condition unless stated otherwise. There are few potholes, deformities, or blemishes apparent via Google Streetmap.

Approximately 1,850 feet of Wisconsin Central LTD railroad track travels through the south portion of the Target Area. The railroad mainline is to travel north and south, and the spur is the section that heads west and parallels West Mason Street. Wisconsin Central LTD, a subsidiary of the Canadian National Railroad (CN), was contacted to obtain track usage. CN stated that both the mainline and the spur host an average of four trains per day. The train's length, type of train, and plans for the track were not obtained. CN Railroad stated improvements or plans for the future had not been identified, but more information may be available about the region on their website's investor portion.

Table 2. Existing Street Information – West to East.			
Roadway (West to East)	Right-of-Way	Material	Status
Howard Street	60 ft	Concrete	Good
School Place	30 ft	Bituminous	Good
Bridge Street	45 ft	Bituminous	Poor
Arndt Street*	50 ft	Bituminous	Poor
Lake Street	24 ft	Bituminous	Poor
Clinton Street	60 ft	Concrete	Good
* Terrace			

Table 3. Existing Street Information - North to South.

Roadway (North to South)	Right-of-Way	Material	Status
S Chestnut Avenue*	80 ft	Bituminous	Poor
S Broadway	80 ft	Concrete	Good
S Pearl Street	30 ft	Bituminous	Poor
* Terrace			

Based on the historical mapping, it was expected that imported soils would be encountered in many locations throughout the Target Area. This expectation is confirmed in the preliminary geotechnical exploration report as many layers, and types of soils were found. Given the proximity to Green Bay and the Fox River, groundwater is and should be expected near the ground surface. Groundwater was confirmed within six feet of the ground surface in all locations observed according to the geotechnical report.

Bedrock was encountered at an elevation of 96 feet below ground level. The geotechnical engineer notes caution that further exploration should be performed to assess the underlying soil conditions more closely prior to redeveloping the site.

LAND USE & PROPERTY INFORMATION

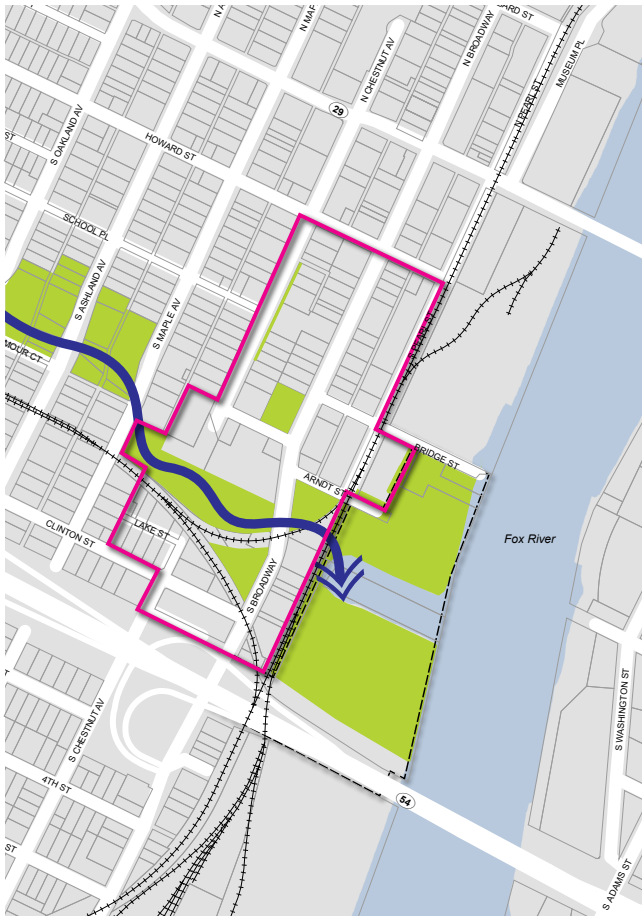
The land use within the Target Area varies. The southwest portions of the Target Area between Arndt, Broadway, and Commission Ct include industrial and transportation uses. The north west portion of the Target Area between Broadway and Chestnut includes Institutional/Governmental and Commercial. The north east portion between Broadway and Pearl includes a mixture of agriculture/silviculture, commercial, industrial, and transportation (parking lots).

Assessed property values are typically significantly lower than the current market rate and should be factored into any decision-making process accordingly.

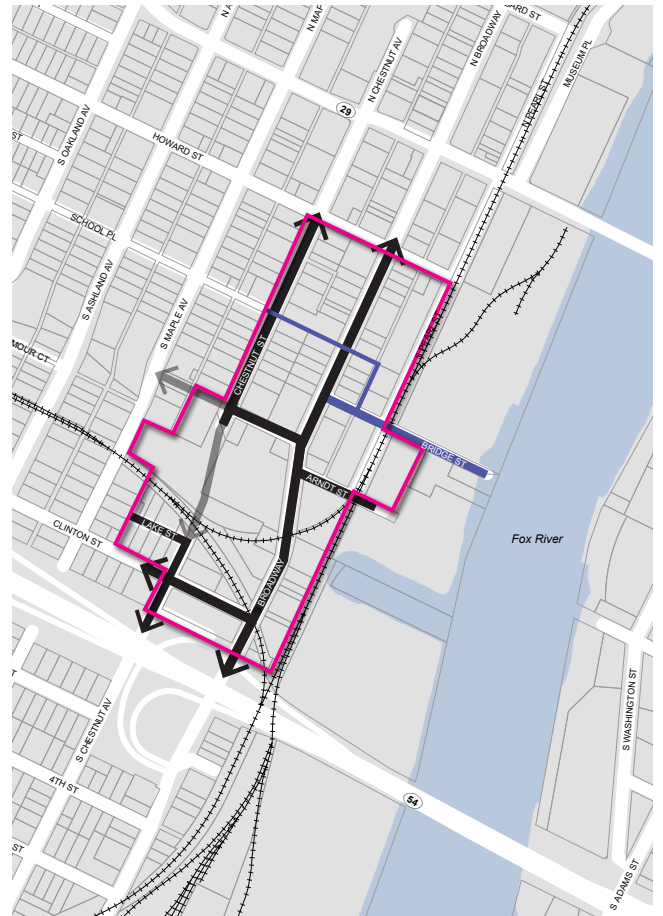
GEOTECHNICAL ANALYSIS

A preliminary geotechnical exploration report was completed for 419 S. Maple Ave and 420 S. Broadway by American Engineering Testing, Inc. The exploration area is commonly referred to as Badger Sheet Metal.

3.0



GREENWAY



STREET GRID CONNECTIONS

DEVELOPMENT PLAN

OPPORTUNITIES

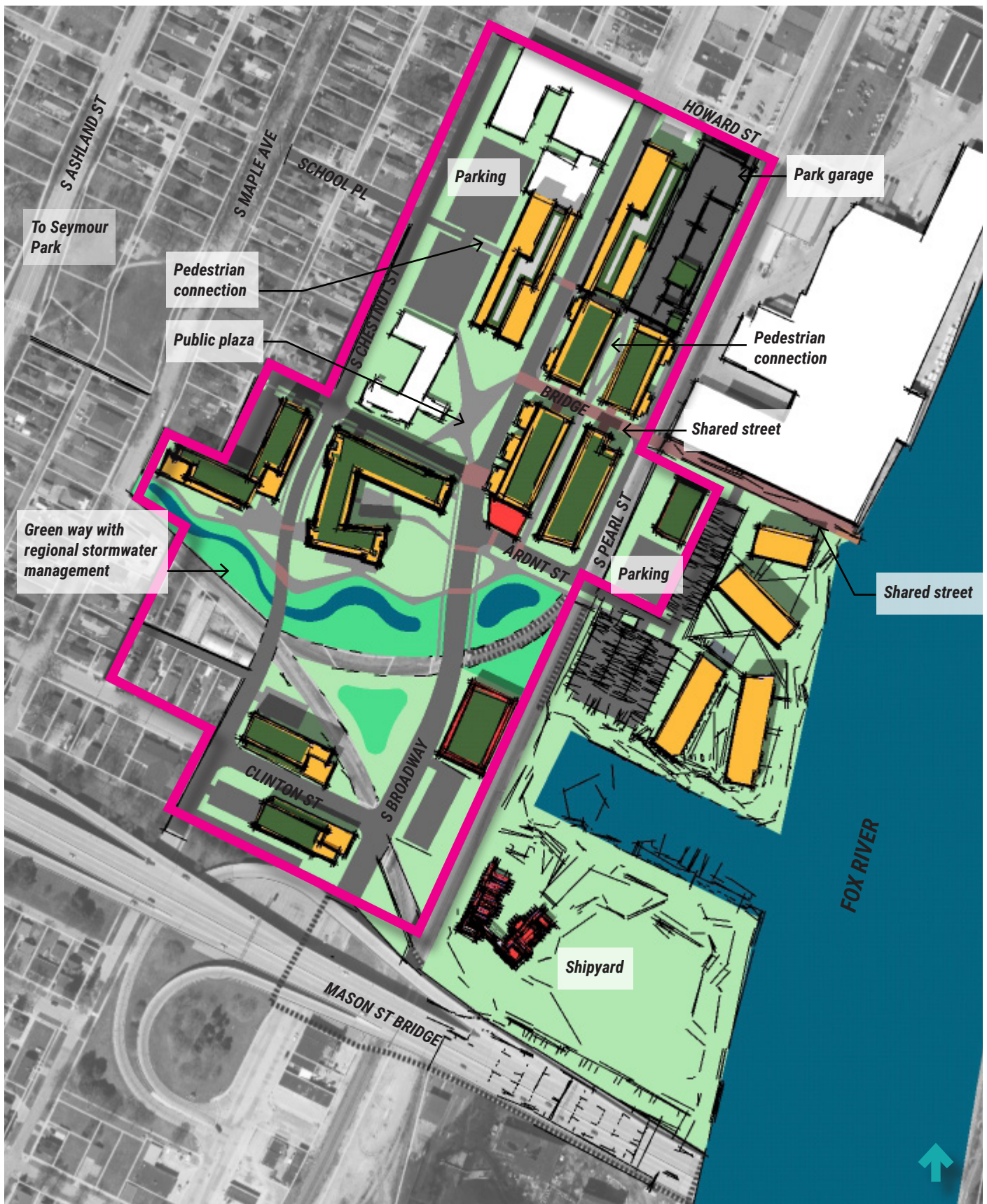
The development plan for the Shipyard Corridor is shaped by the opportunities that are present in the corridor. The overarching opportunity that shapes the area's potential is to build from anchor to anchor. The anchor at the north end of the Shipyard Corridor is the Broadway District, one of Green Bay's most vibrant neighborhood business Districts, and considered to be part of broader downtown Green Bay. The Broadway District has a legacy of original storefront architecture and an active program of marketing and events, led by On Broadway, Inc. On Broadway, Inc calls the Broadway District "Green Bay's cultural core for entrepreneurs, creatives, residents and visitors to engage and succeed in a welcoming environment."

The south end of the Shipyard Corridor will be anchored by The Shipyard itself, a highly distinctive destination park along the Fox Riverfront, boasting unique recreational opportunities, event space, and a container park micro-retail venue.

The connection between these attractive anchors is a few short blocks along South Broadway. The streetscaping and branding of the Broadway District can extend along these blocks to build continuity, cohesiveness and identity.

Other opportunities are surfaced in the development plan (see exhibits on previous page)

- **Green space, stormwater and trail corridor.** There is an opportunity to extend an open space and trail connection extending along the railroad line from Frank B. Seymour Park to The Shipyard.
- **Street grid reconnections.** The neighborhood suffers from missing a number of street connections in the blocks between Ashland Avenue and South Broadway.
 - There is an opportunity to extend Arndt Street from Chestnut Avenue to Maple Avenue, and possibly between Chestnut Avenue and Ashland Avenue as well.
 - It might be possible to reconnect Chestnut Avenue from Arndt Street to Lake Street, although it's very possible the railroad may not support an additional crossing of the railroad line.
 - The interrupted block of School Place could be reconnected between Chestnut Avenue and South Broadway for pedestrians.



Areawide Plan

- | | |
|--|---|
| Mixed Use | Public/Semi Public |
| Residential | Green roof |
| Park | |
| Parking | |

DEVELOPMENT PLAN

MARKET CONTEXT

The Shipyard corridor has strong potential for redevelopment from a market perspective. Although existing property conditions do not currently provide an attractive context for new development investment, the corridor is anchored by significant present and future amenities at its north and south ends. And modest land values along the corridor are such that a critical mass of land for redevelopment could potentially be assembled, with the result that the new development and public realm features become the defining market context of the area, as opposed to current property conditions.

RETAIL

The market context for new retail development is challenging. The retail market has undergone a shock due to the Coronavirus pandemic. Moreover, the retailers that have been particularly hard hit are locally owned small businesses, store based retail (as opposed to online retail), restaurants and bars. A full recovery will take a couple of years at a minimum, and in the meantime the pandemic will likely have shaped consumer preferences and habits in some ways that are long-lasting. An aspect of that change may be to exacerbate the movement that was already occurring away from store-based retail to various online ordering and delivery models.

This retail market backdrop—and the importance of protecting the ongoing health and vibrancy of existing businesses in the Broadway District, and fostering a new micro-retail presence at The Shipyard—suggests that the development plan for the Shipyard corridor should have limited ambitions for new retail development. New housing development, on the other hand would strengthen the existing retail businesses and the proposed container park businesses by providing an expanded customer base within walking distance.

A limited amount of retail space is included in this development plan, generally located on the ground floor of new development. It is located proximate to the existing Broadway District, near the Broadway and Howard intersection. And it is situated near the Shipyard's container park, with the intention that it would function in a complementary way to the container park.

MULTIFAMILY

New medium density housing development offers a myriad of benefits to the area, including activating the streets, improving the perception of safety, and providing a base of customers for local retail stores and restaurants.

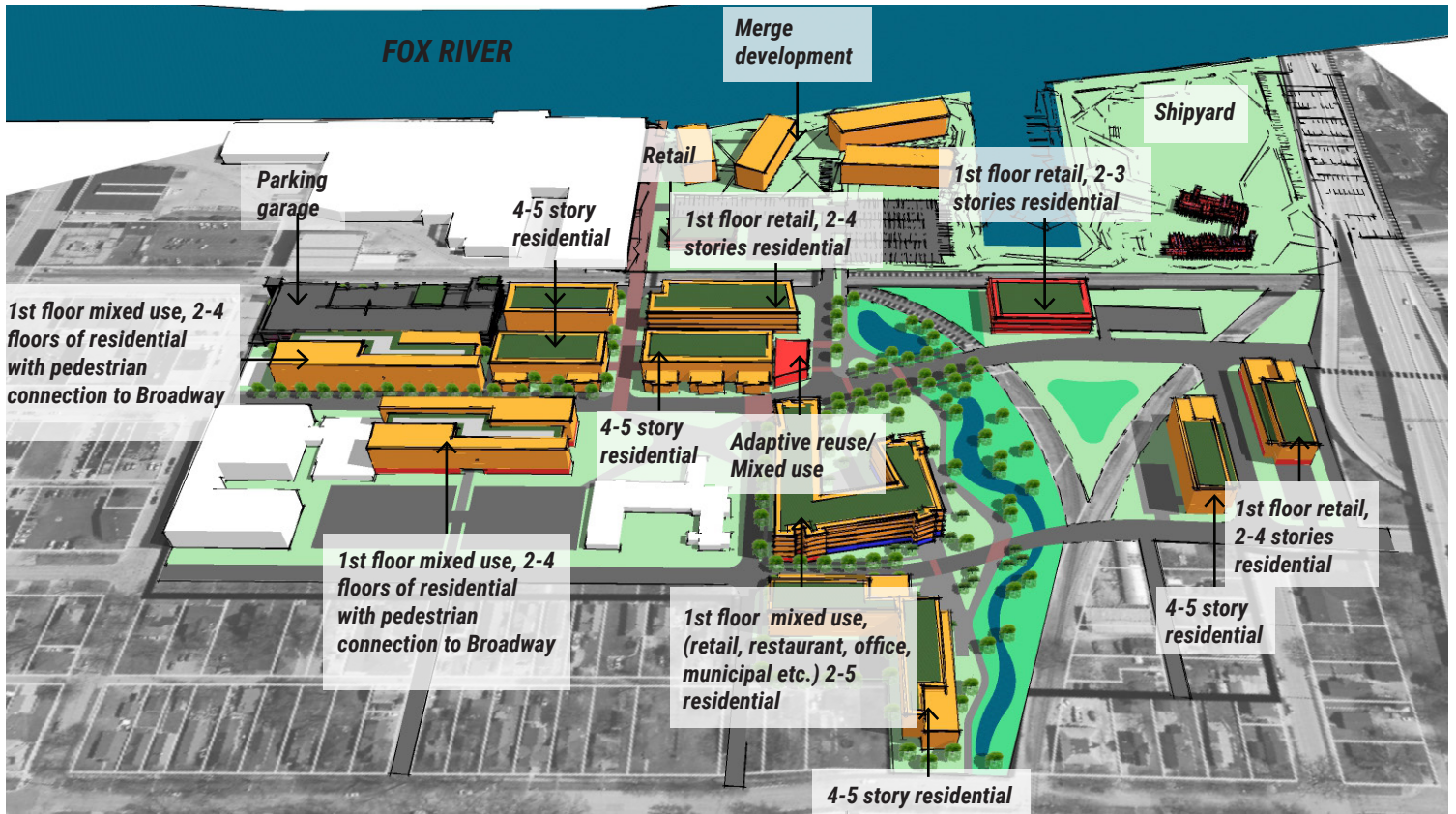
The market demand for downtown and near-downtown residential development in Green Bay has been demonstrated through a succession of new housing developments. Although the market for multifamily development between the Broadway business District and the Shipyard wasn't specifically analyzed for this plan, we expect based on previous studies and Green Bay housing trends that the demand for near-downtown housing in Green Bay will be ongoing at a reasonable pace of absorption, culminating with the full build out of these blocks of the Shipyard Corridor.

Fostering housing development will require improvements to conditions in the area, but each new development will strengthen the special character of the District that is emerging, and thus pave the way for subsequent developments.

OFFICE

Office development adds daytime population to an area, which can activate the urban environment and have a particularly beneficial impact on local restaurants.

The immediate context for the office development has been upended by the Coronavirus pandemic, similar to the retail market. Many office workers are working from home, and their employers may have learned that they can shrink their physical office footprint when the pandemic has passed. So projections for office demand are weak in the near to medium term. Having said that, this is an area that will have an emerging identity that may be compatible with the brand of particular companies. For that reason, a business of the appropriate scale might be interested in establishing office space in the Shipyard District, and pursue acquisition and development of a site.

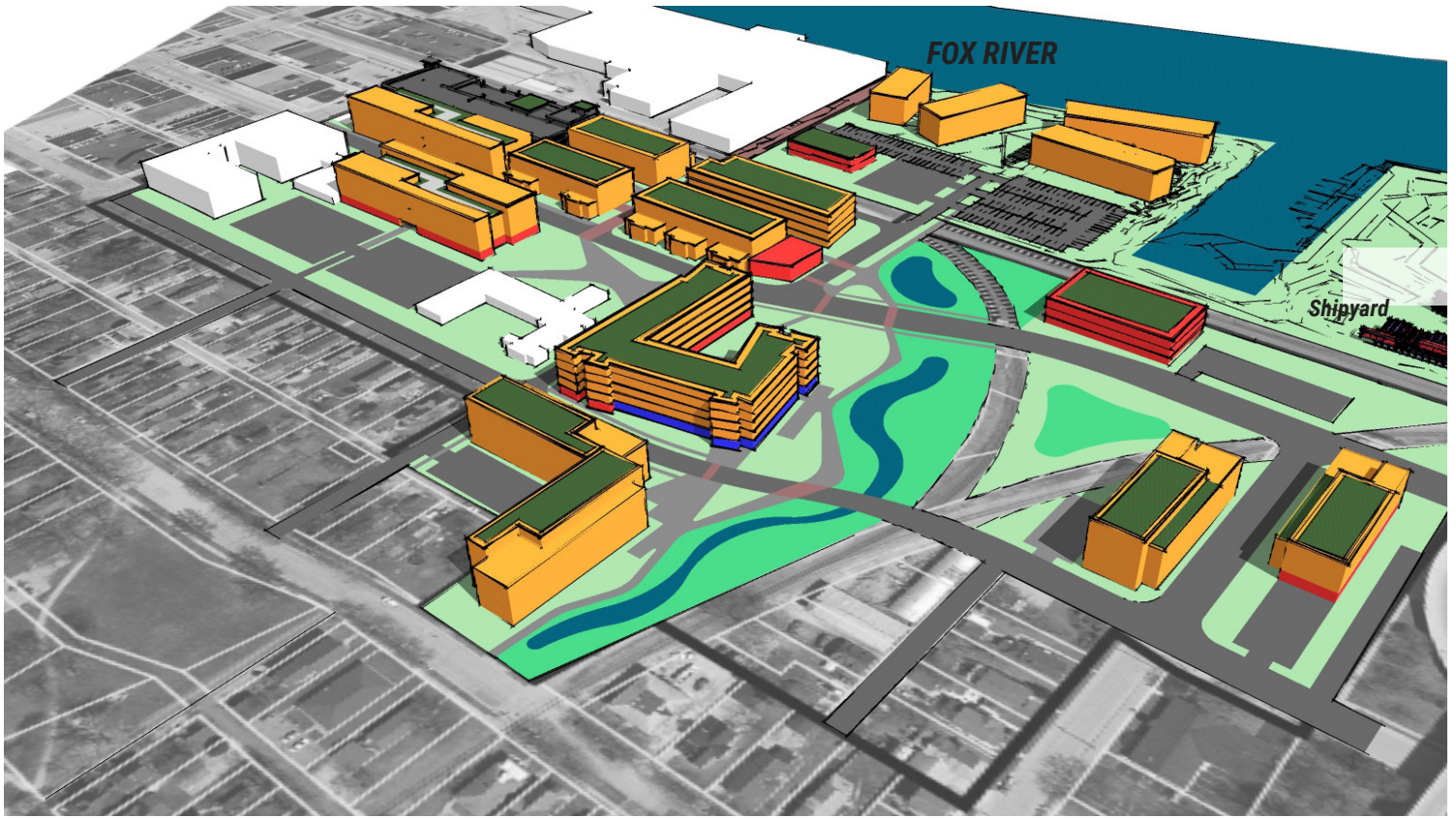


View looking east

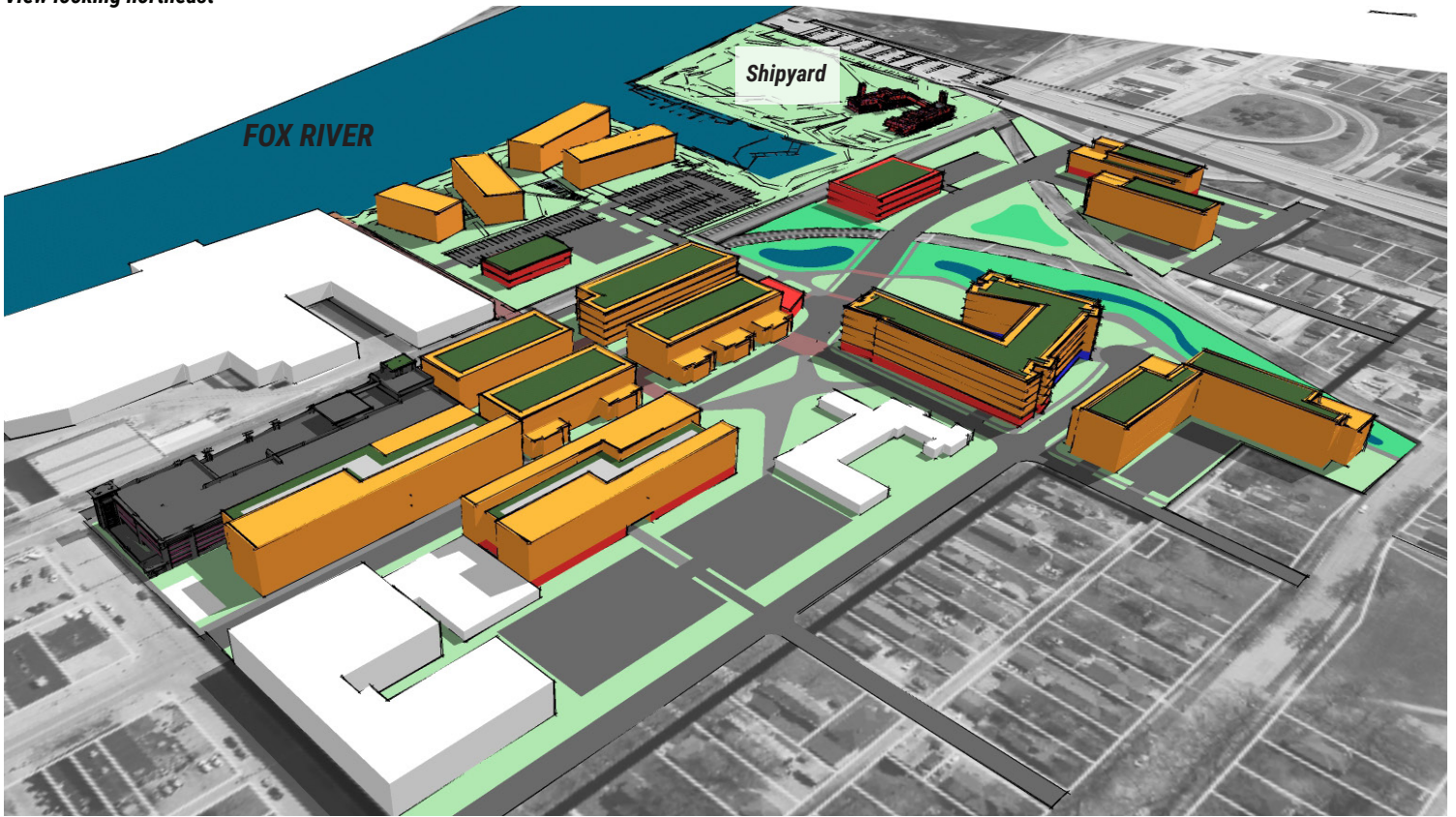


View looking west

 Mixed Use	 Park	 Public/Semi Public
 Residential	 Parking	 Green roof



View looking northeast

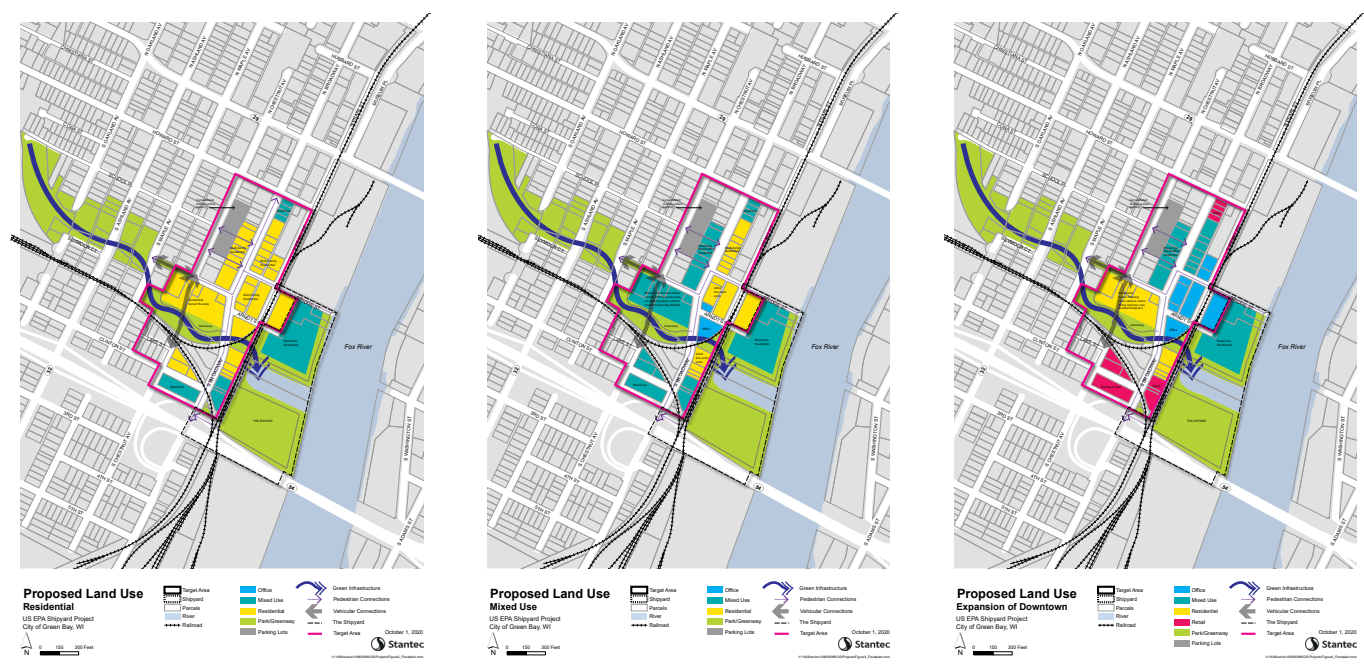


View looking southeast

- | | | |
|--|--|---|
| Mixed Use | Park | Public/Semi Public |
| Residential | Parking | Green roof |

DEVELOPMENT PLAN

SCENARIO PLANNING



RESIDENTIAL

MIXED USE

EXPANSION OF DOWNTOWN

DEVELOPMENT PLAN

LAND USE

Three land use scenarios were created, based on the area's opportunities and market context. They were evaluated by a client stakeholder group consisting of the US EPA staff and City of Green Bay staff. The scenarios represented three themes: 1) Residential, 2) Mixed Use, and 3) Expansion of Downtown. Feedback received from the client stakeholder group was used to narrow the alternatives to two scenarios. The Residential and Mixed-Use options were presented to a stakeholder group for evaluation. The stakeholder group decided to

move forward with the Mixed-Use land use alternative as it afforded the greatest flexibility for future development. Some revisions were made based on input from the stakeholder group, and the colors on the map were adjusted to be compatible with the colors used in Green Bay's city-wide Future Land Use map.

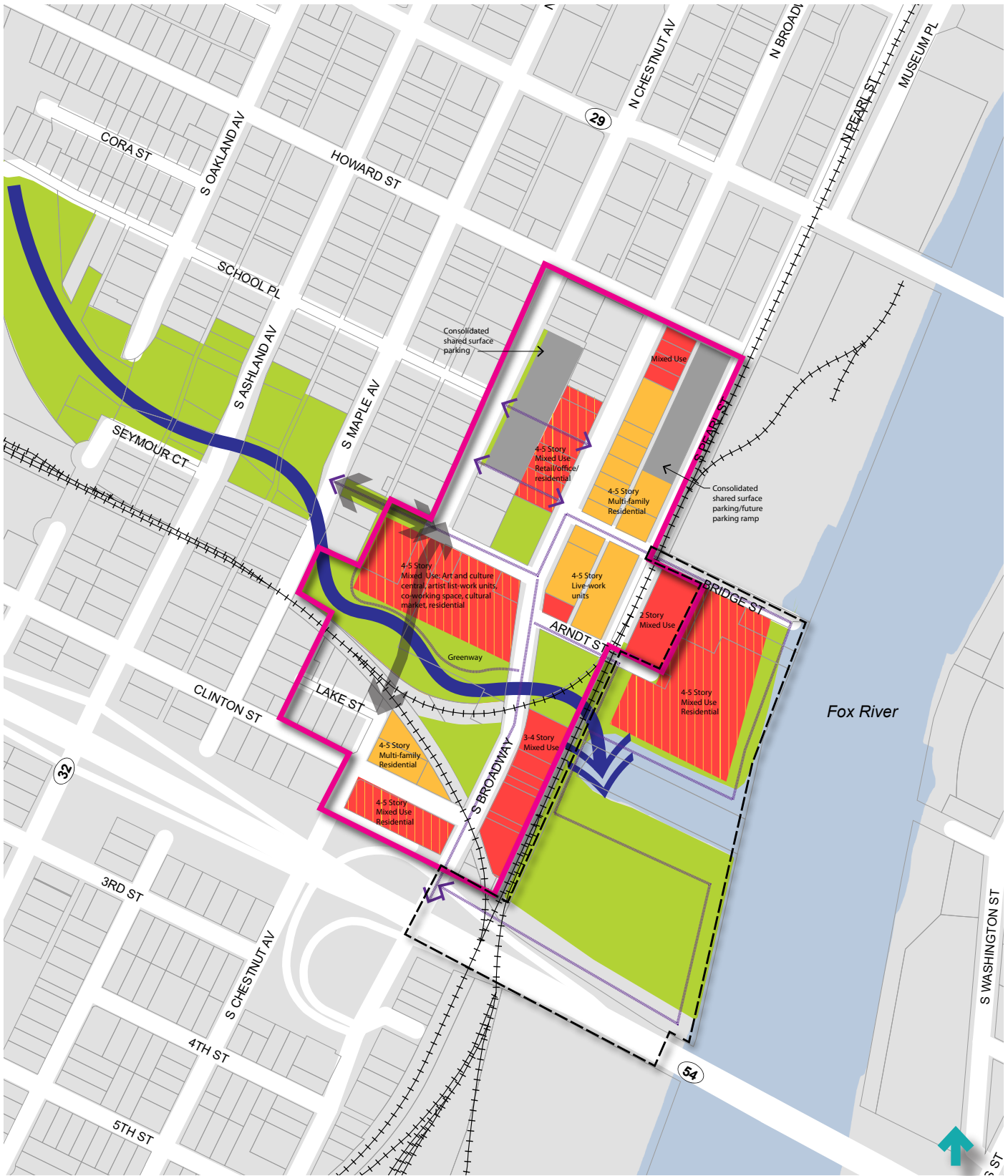
The Shipyard Corridor Land Use Map can be found on the following page followed by descriptions of the map's land use categories in the map.



RESIDENTIAL



MIXED USE



DEVELOPMENT PLAN

FUTURE LAND USE CATEGORIES

The Land Use Plan map in Green Bay's comprehensive plan provides guidance for development in Green Bay. The following land use categories from Green Bay's comprehensive plan are utilized in the Future Land Use map for the Shipyard Corridor.

- Medium / High Density Housing
- Medium Intensity Retail, Office or Housing
- Parks

MEDIUM / HIGH DENSITY HOUSING

The description of this category in the City's comprehensive plan is as follows.

Townhouses. 4-, 6- and 8-unit buildings with individual exterior entrances, and all forms of apartment buildings are included in this category, which has been located where there is good traffic access, between Low-Density Housing and nonresidential land uses, and at high-amenity locations such as the greenways or parkways. The density is expected to be greater than 8 housing units per net acre.

In this plan, this land use category is suggesting housing development that is three to six stories in height. Parking might be underground, where the water table and soil conditions support that, and/or on the ground level within the building structure, and/or on a surface parking lot.

MEDIUM INTENSITY RETAIL, OFFICE, OR HIGH DENSITY HOUSING

The description of this category in the City's comprehensive plan is as follows.

This mixed category indicates that a variety of commercial and/or mid-or high-density housing may be appropriate at major intersections and along certain road corridors. Consistent with the plan policy of generally increasing the compactness of urban development, housing may be combined in the same building or closely integrated on the same site with retail or office space.

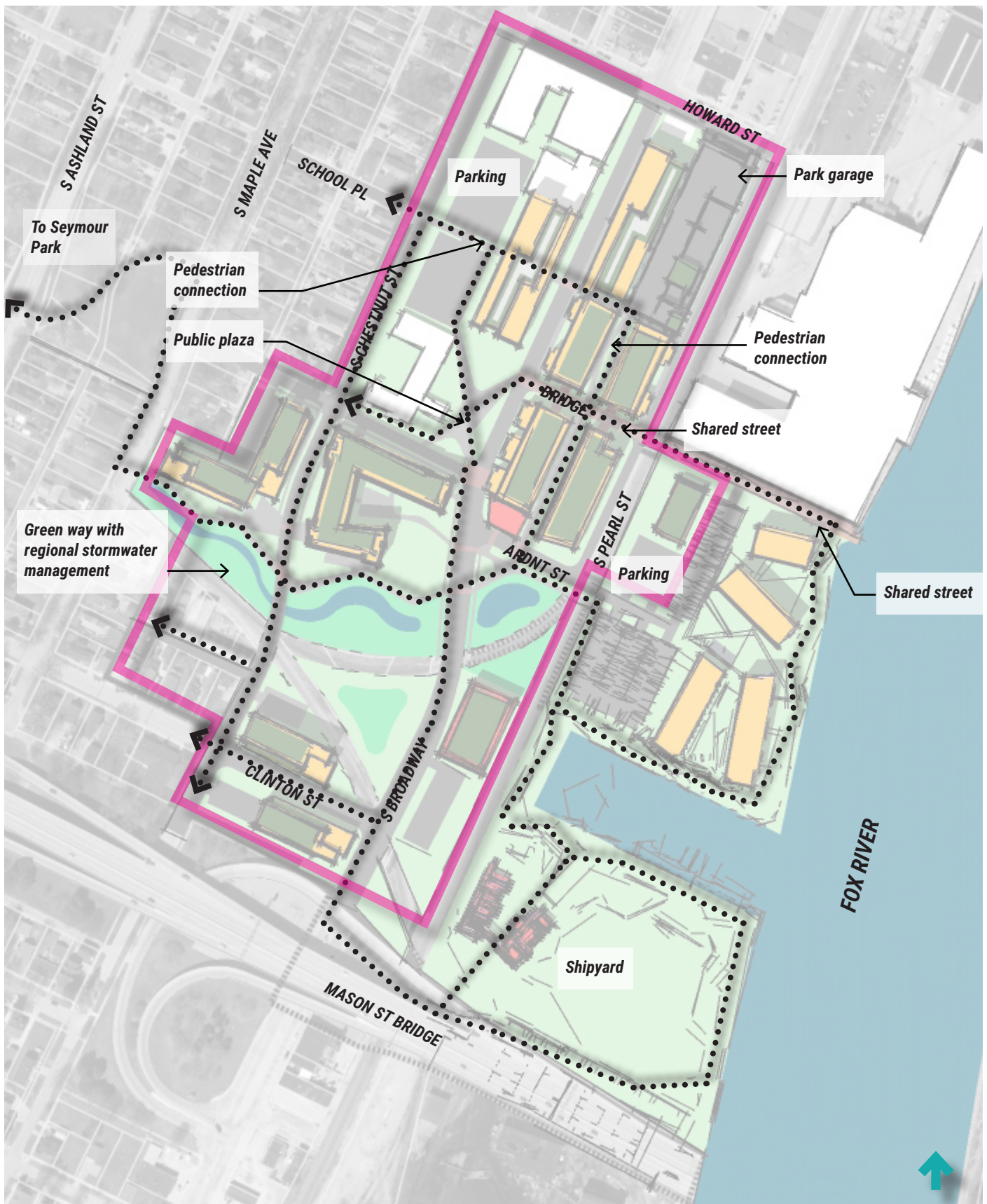
In this plan, this land use category generally suggests retail, civic or community space on the ground floor, with residential development above that.

PUBLIC PARKS

The description of this category in the City's comprehensive plan is as follows.

Parks and Public Open Space: Public parks and public land devoted to outdoor recreation (such as a nature preserve).

In this plan, this land use category is used for the Shipyard park, as well as the open space corridor that connects from Frank B. Seymour Park to The Shipyard.



Pedestrian Connections/ Walk-ability

DEVELOPMENT PLAN

The development plan for the Shipyard Corridor envisions urban-scale redevelopment along much of South Broadway. It protects a few local businesses, organizations, and distinctive buildings, but for the most part property values are such that acquisition for redevelopment is potentially feasible throughout the study area, to the extent that existing property owner interests are willing sellers or partners in the development. The following are key features of the plan.

STORMWATER AND TRAIL CORRIDOR

The plan envisions a stormwater feature draining to the Fox River, following the alignment of the railroad line. A multiuse trail would run parallel to it. That green corridor would buffer new development from the railroad tracks.

ARNDT AND CHESTNUT STREETS

A block of Arndt Street is proposed to be restored between Chestnut and Maple Avenue. It is proposed that S Chestnut also be connected across the rail road tracks.

BRIDGE STREET: A SHARED STREET

A block of Bridge Street is proposed to be restored between Broadway and Pearl, providing access to parking in the apartment developments on either side of the street. That block and the additional block of Bridge Street that extends east to the Fox River are proposed to be constructed as pedestrian streets. Car traffic would be allowed as needed to allow access to parking, but the design of the street would be that of a pedestrian plaza, inviting pedestrian use as fully as automobile use.

PEDESTRIAN CONNECTIONS

The plan envisions a network of pedestrian connections. In addition to the trail along the railroad line, and the Bridge Street pedestrian street, the plan proposes a midblock pedestrianway that extends School Place to South Broadway, and a pedestrianway replacing part of the existing alley between South Broadway and Pearl Street. A full pedestrian connections plan is illustrated below.

DESIGN CONTINUITY

While new development along South Broadway will serve as an extension of the Broadway District, in building form and use it will be different. It won't have continuous retail businesses on the ground floor, and the average height of buildings will be greater than that in the Broadway District. Given these differences extra care and effort needs to be made to build as much design continuity as possible between the two areas. It will be important to extend the Broadway District streetscape for the length of the corridor. The walkability of the Shipyard Corridor can be ensured by establishing standards for wide sidewalks. New development should be near front property lines. Residential buildings should be encouraged to have ground floor housing units with front doors on South Broadway. Buildings can be articulated in ways that break up their mass at similar intervals to those in the Broadway District. The use of design standards such as these can promote compatibility and continuity between the Shipyard Corridor and the Broadway District, and support its operation as a unified neighborhood destination.

DEVELOPMENT PLAN

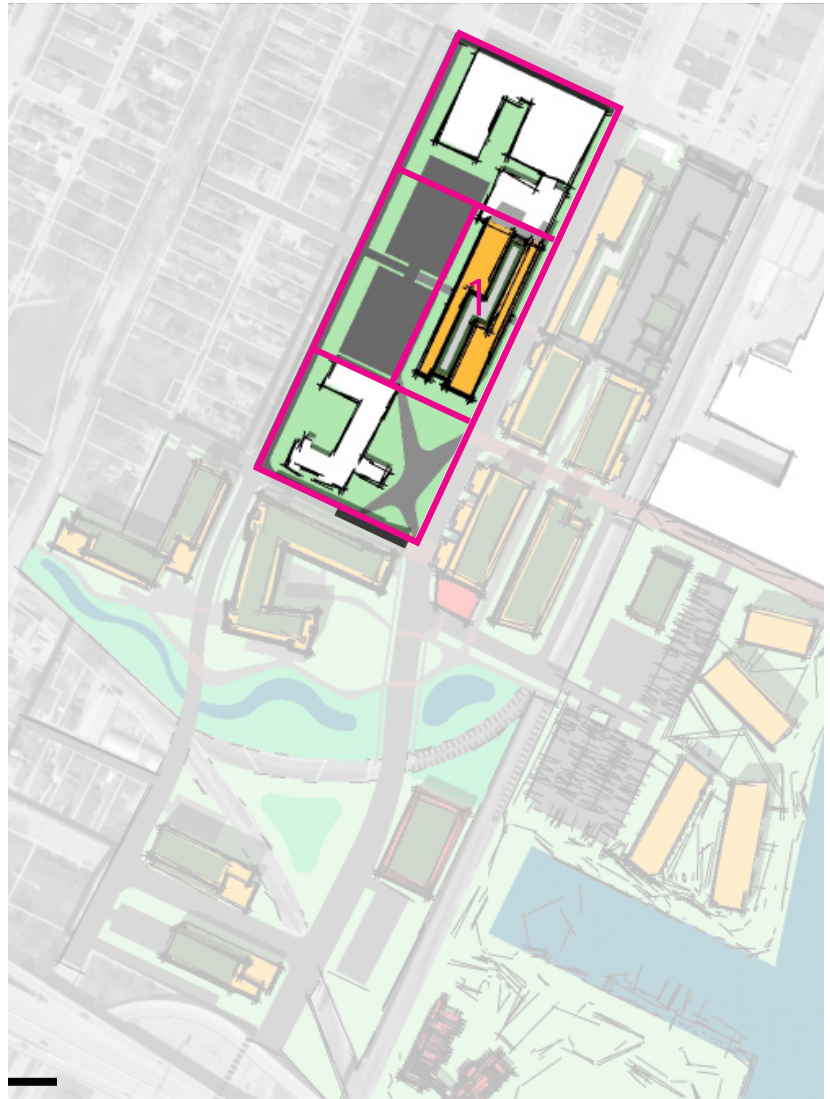
BLOCK 1: TRINITY LUTHERAN CHURCH/ GREEN BAY AREA PUBLIC SCHOOLS BLOCK

OPPORTUNITY #1

The development potential of this block is based on the observation that much of the block is dedicated to surface parking lots, but are owned by three parties that have highly complementary business hours—Trinity Lutheran Church, Green Bay Area School District, and the former Cup O Joy music venue, now being used by the School District. The School District's staff are on site during regular business hours. The church congregation are parking predominantly on evenings and weekends. If the property owners created a shared use parking lot at the rear of the block, much of the South Broadway frontage could be opened up for new development. There would be a benefit to the property owners beyond the sale value of the land, in that the ongoing maintenance and upkeep of the new parking lot would be a shared cost as opposed to each being responsible for their own parking lot.

By creating a shared lot on the Chestnut Avenue side of the block, site assembly on the Broadway side could result in as much as 660 feet of South Broadway frontage for new multifamily development—perhaps with a limited retail footprint on the ground floor. The shared parking lot would also be of sufficient size to replace the School District owned parking lot on the opposite side of South Broadway, freeing that up for redevelopment as well.

The development plan envisions breaking up the long block with a mid-block pedestrian way that would serve for pedestrians as an extension of School Place from Chestnut Avenue to South Broadway



Development Opportunity #1

KNOWN ENVIRONMENTAL IMPACTS

The brownfield inventory identified three potential brownfield sites on Block 2 which includes one closed WDNR case with continuing obligations. The brownfields are all located along the northeast end of Block 2. The closed WDNR case is listed at 200 S. Broadway and indicates that groundwater impacts were remaining at the time of closure. Groundwater would need to properly managed if dewatering occurs in the future. Further evaluation of the other two properties would be recommended prior to development.

RECOMMENDED DEVELOPMENT

Multifamily residential with underground parking and limited ground-floor retail and/or restaurant space.

BLOCK 2: EAST SIDE OF BROADWAY BETWEEN HOWARD AND BRIDGE STREET

OPPORTUNITY #2, #3, #4 & #5

Much of the frontage along South Broadway is presently used for surface parking, including a School District parking lot that could potentially be relocated, as described in the Block 1 section above. The east side of the block also includes a large underutilized surface parking lot.

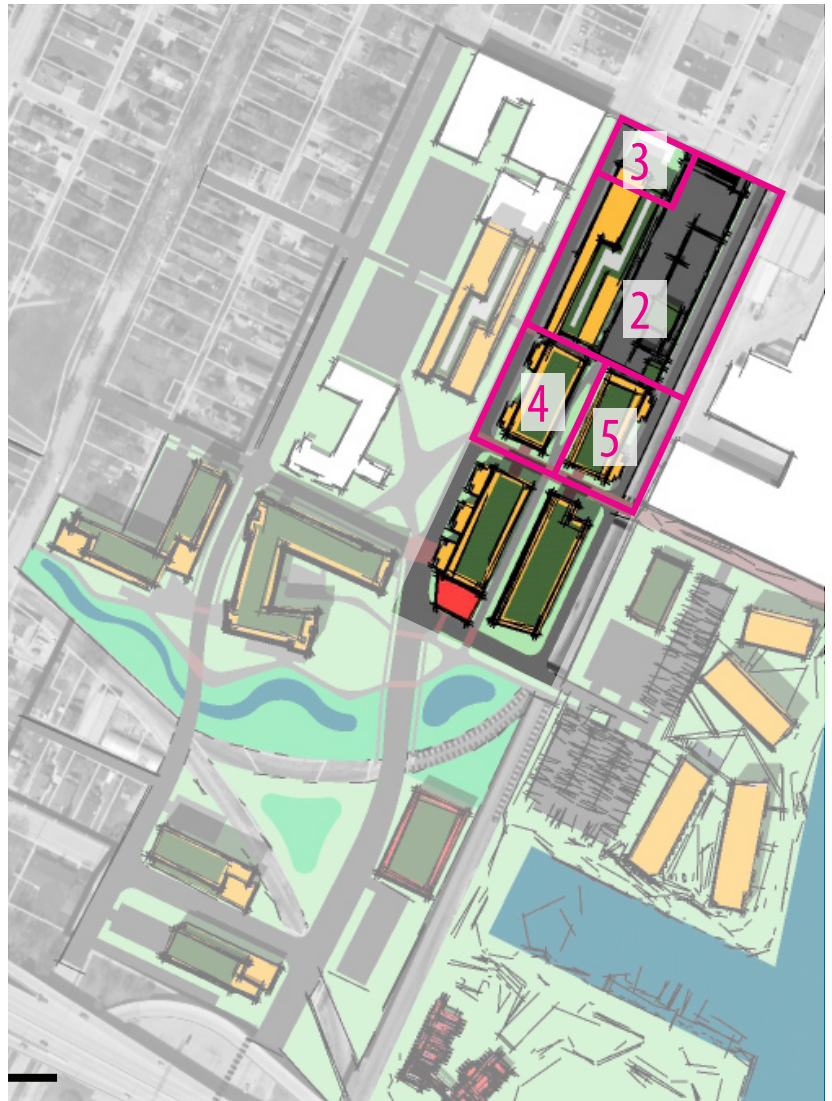
The development plan leaves the White Dog Black Cat Café anchoring the corner of south Broadway and Howard Street. That valued local business could alternatively be located in a ground floor space in a new development. A parking garage is envisioned, which could accommodate the parking needs of most of the development on the block, including the café or other ground floor retailers or restaurants. Pedestrian ways provide pedestrian access through the block.

KNOWN ENVIRONMENTAL IMPACTS

The brownfield inventory identified six potential brownfield sites on Block 2 based on current or historic use. Assessment of these properties prior to development is recommended to evaluate potential impacts to future development. There are no known environmental impacts on this block at this time.

RECOMMENDED DEVELOPMENT

This site is considered a catalyst site, and so is discussed in more detail in Chapter 4.



Development Opportunity #2,#3,#4,#5

DEVELOPMENT PLAN

BLOCK 3: EAST SIDE OF BROADWAY BETWEEN BRIDGE AND ARDNT STREETS

OPPORTUNITY #6 & #8

The block bounded by Arndt Street, Pearl Street, Bridge Street and South Broadway has a mix of existing development. It is in unified ownership except for the distinctive two-story building at the Broadway/Arndt corner. The frontage along South Broadway would be attractive for residential development, but the condition and appearance of industrial buildings at the rear of the block might be a barrier to development. Redevelopment of both sides of the block would remove that impediment.

OPPORTUNITY #7

The existing two-story building at the corner of Broadway & Arndt is distinctive in appearance, and seems to be in use as creative offices. Depending on its condition, further restoration or rehabilitation as apartments or office space may be of interest to a developer.

OPPORTUNITY #9

The Ultra Plating site adjacent to the Merge and Shipyard development sites is in a prime location for redevelopment. Site contamination would require cleanup and may make it unsuitable for residential development. A commercial redevelopment with surface parking is proposed.

KNOWN ENVIRONMENTAL IMPACTS

The brownfield inventory identified three potential brownfield sites on Block 3 in addition to known releases at Ultra Plating Corp at 345 South Pearl Street. The Ultra Plating Corp is located on the eastern end of Block 3 and is listed as both a closed and open WDNR case. WDNR records indicated a historic release was



Development Opportunity #6, #7, #8, #9

discovered in 1990 during a repair of the sanitary sewer utility adjacent to the Property. Chromium contaminated soil was discovered adjacent to the pipe in association with metal plating solutions discharged from the Property. The release was investigated with remedial efforts completed on the Property. During 2009, the WDNR granted closure of the site noting that residual metal contaminated soil and groundwater remained at the site.

During July 2018, a Phase II ESA was completed at Ultra Plating Corp. As part of the Phase II ESA, "historic urban fill" was found to be widespread across the Property consisting of sand and gravel fill with various amounts of coal, glass, and brick present up to eight feet below ground surface (bgs). Foundry slag was also observed in various boreholes to depths of up to six feet bgs. Laboratory analysis of soil samples collected during the Phase II ESA contained select

Resource Conservation Recovery Act (RCRA) metals, hexavalent chromium, volatile organic compounds (VOCs), semi-volatile organic compounds, and cyanide exceeding their Chapter NR 720 Wisconsin Administrative Code RCLs for protection of groundwater. Various polynuclear aromatic hydrocarbons (PAHs), arsenic, lead, and hexavalent chromium were also detected in the samples exceeding the respective non-industrial or industrial direct contact RCLs. Groundwater analysis of water samples detected various metals including hexavalent chromium exceeding their respective NR140 preventive action limits (PALs). Cyanide, nitrate, and sulfate were also identified within multiple wells above their respective PALs. Total chromium, hexavalent chromium, and sulfate were the only constituents exceeding their respective NR 140 enforcement standard and found to extend off-site to the east. Site investigation and remedial action activities are currently ongoing at the property. Based on available at this time, active remediation is warranted at the Site to address the known contamination in both soil and groundwater. Prior to redevelopment of the Ultra Plating Corp property, consideration needs to be considered regarding the contaminant concentrations remaining which will drive the future use of the property. It is also assumed that a cap will be required at the site. Future use of this property is conditional on the levels of contamination remaining at that time. Further evaluation of the other three potential brownfield properties identified in this block during the assessment is recommended prior to development.

RECOMMENDED DEVELOPMENT

Multifamily buildings on the block between South Broadway and Pearl Street. Commercial development with surface parking on the Ultra Plating site.

DEVELOPMENT PLAN

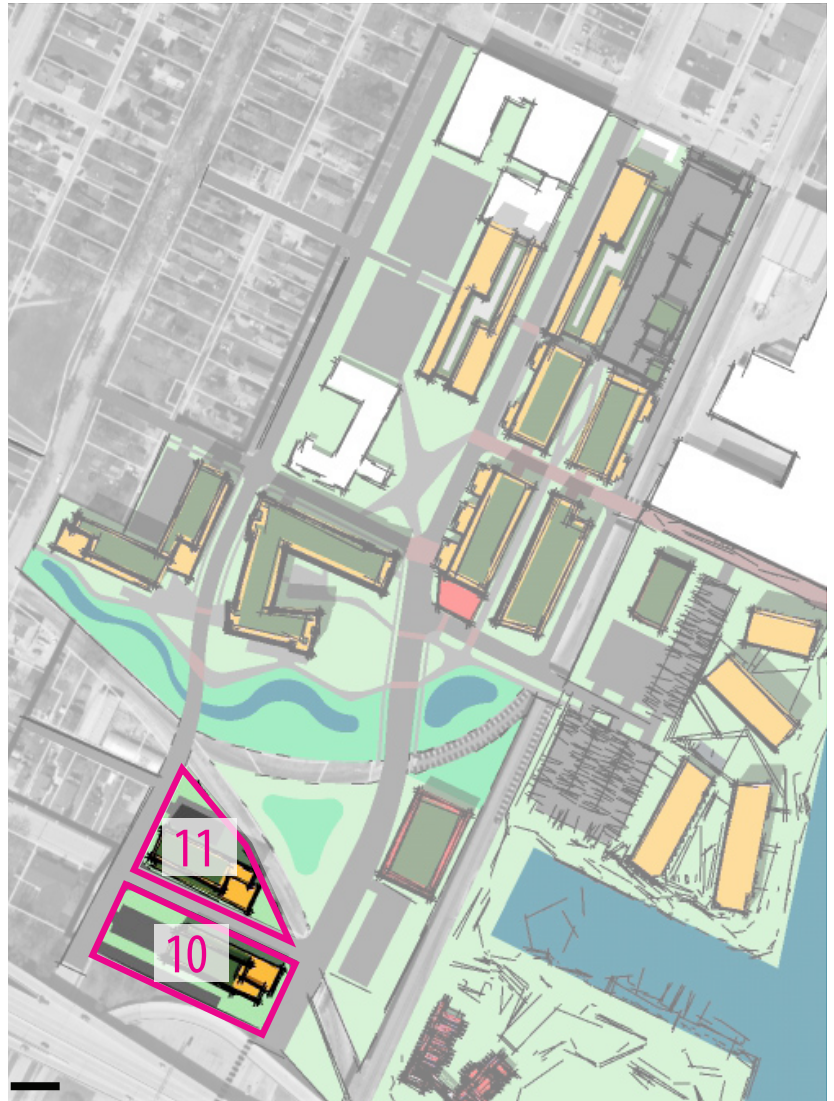
BLOCK 4: PROPERTIES FRONTING ON CLINTON

OPPORTUNITY #10 & #11

The properties fronting on Clinton Street at the south end of the study area serve as a gateway to the Shipyard. As such they have an important impact on perceptions of the area. They are highly visible from the Mason Street bridge, which is an asset for new development. As the new character of the area emerges they are likely to be attractive for additional housing development. Opportunity #10 could conceivably be a boutique hotel or office development. One can imagine a local company with a youthful workforce finding the cachet of the area compatible with its image.

KNOWN ENVIRONMENTAL IMPACTS

The brownfield inventory identified potential brownfield sites across the entire block consisting of three closed WDNR cases at 606 South Broadway Street; 416-424 Clinton Street; and 410 Clinton Street. Gagnon Clay Products at 410 Clinton Street was granted WDNR closure with continuing obligations to address remaining soil contamination with a requirement for a gravel cap. Union State Bank at 416-424 Clinton Street was granted WDNR closure with continuing obligations for remaining soil contamination with a requirement that a cover or barrier needs to remain to address direct contact and protection of groundwater. The property at 606 South Broadway was granted WDNR closure with continuing obligations for remaining soil contamination with a requirement for a cover or barrier to remain to address direct contact and protection of groundwater. All three sites were noted to have historic fill present on site. The known environmental impacts are not expected to hinder future redevelopment but will need to be taken into consideration when developing the sites and proper WDNR approvals taken before completing any excavation on the sites.



Development Opportunity #10, #11

RECOMMENDED DEVELOPMENT

Multifamily apartment developments, which could include ground floor retail in the southern building.

BLOCK 5: FRONT DOOR TO SHIPYARD

OPPORTUNITY #12

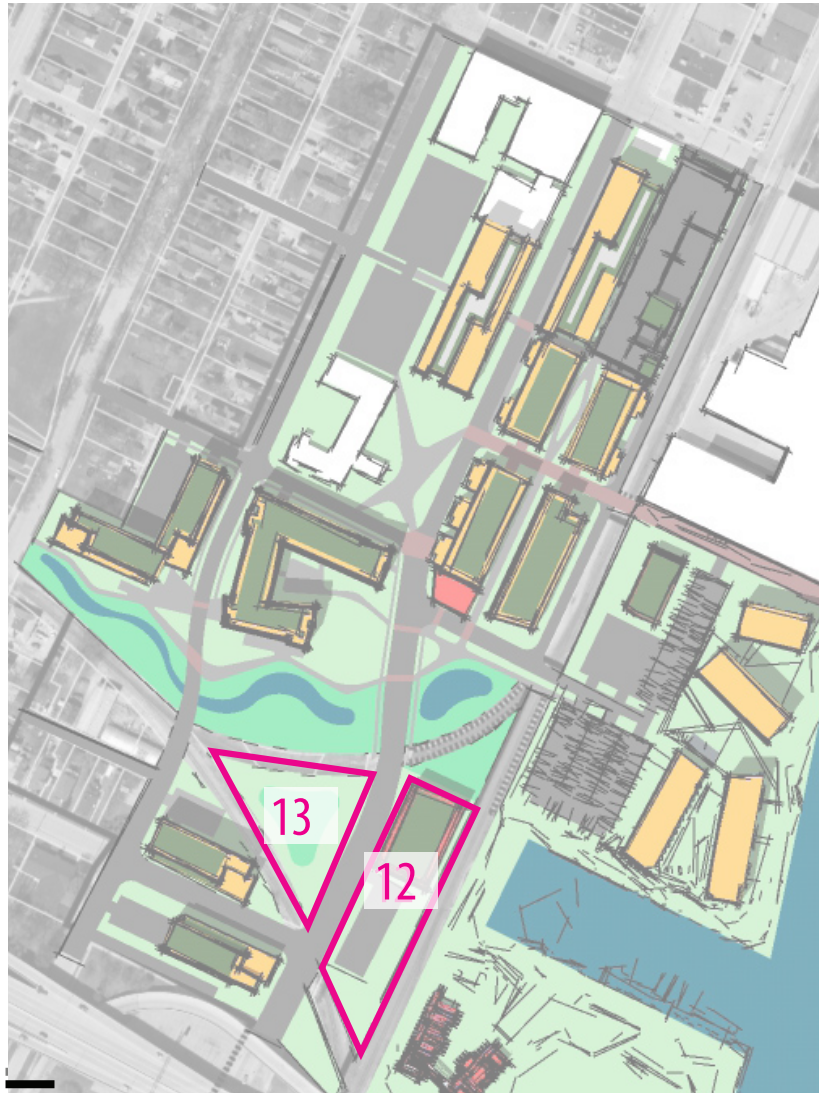
The existing restaurant near the Shipyards is compatible with the Shipyards in terms of development type, and in terms of allowing visibility to the Shipyards from the Clinton Street terminus. If this property is ever redeveloped, a primary concern will be redeveloping the site in a way that doesn't block visibility to the Shipyards. Maintaining the viewshed down Clinton Street to the Shipyards is particularly important. An additional priority is that new development is complementary to the Shipyards and the proposed Container Park at the Shipyards. Known environmental impacts would need to be managed during site development including but not limited to site capping and proper handling of impacted soil.

OPPORTUNITY #13

This triangular shaped lot is situated between two railroad spurs, owned by Canadian National (CN) railroad. It is unlikely to become available for redevelopment. However, its visual prominence along South Broadway argues for having conversations with the railroad to explore use, maintenance and beautification strategies. Given that it is a low spot in the area's topography, and it historically holds rainwater, the development plan shows its use for a stormwater management feature.

KNOWN ENVIRONMENTAL IMPACTS

The brownfield inventory identified potential brownfield sites across the entire block. Three WDNR cases were identified on the block with one of the sites receiving WDNR closure. Tom's Marathon Service at 505 South Broadway was closed with continuing obligations to address soil and groundwater impacts and a cap to address potential direct contact concerns in soil. Two open WDNR cases are present at 505 South Broadway and 525 South Broadway in association with soil impacts. Groundwater impacts were also found at 505 South Broadway. A cap will be required at both sites in association with



Development Opportunity #12, #13

any future development. The known environmental impacts are not expected to hinder future redevelopment but will need to be taken into consideration when developing the sites and proper WDNR approvals taken before completing any excavation or dewatering on the sites. Environmental impacts are unknown on the western side of the block but assessment is recommended prior to development. Historic fill is expected to be present across the entire block due to the proximity of the former slough and other areas of identified historic fill.

RECOMMENDED DEVELOPMENT

Mixed use housing over ground floor retail with surface parking. Stormwater retention feature.

DEVELOPMENT PLAN

BLOCK 6: BADGER SHEET METAL PROPERTY

OPPORTUNITY #14

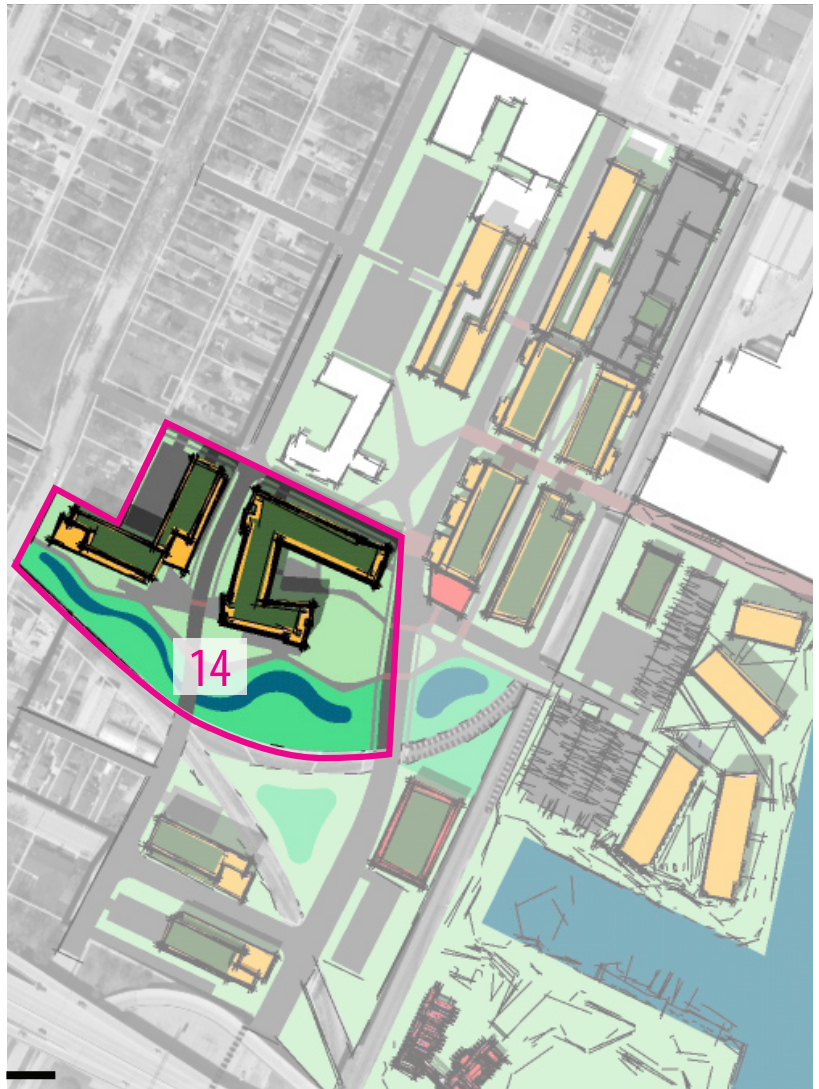
This block has unique development potential associated with the large scale of the site, which provides for more development flexibility than other sites. There are flooding and water table concerns that may pose challenges for the development and make underground parking infeasible. There are known environmental impacts at the site. Managing excavated soil that is impacted and capping of the site to prevent direct contact concerns will be one of the many challenges faced in association with developing the site.

KNOWN ENVIRONMENTAL IMPACTS

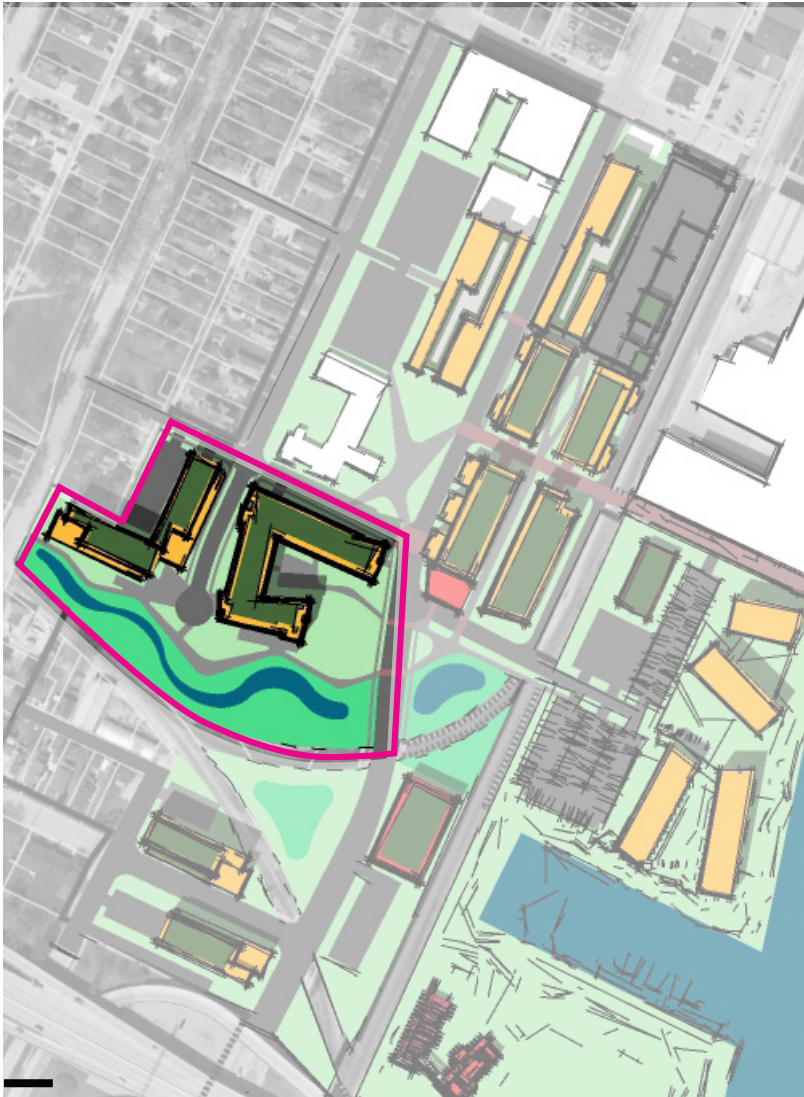
Environmental impacts are known to be present on-site and further investigation is needed to fully understand the extent of the contaminants and impact on the recommended improvements. Based on available information at this time, at a minimum the site will need to be covered with a WDNR approved cap (ie.; impermeable surface, engineered cap, or clean soil) to address areas with direct contact concerns. Excavated soil containing volatile organic compounds (VOCs) impacts will need to be disposed of off-site at a licensed solid waste disposal facility. A portion of the other soil containing low level impacts may be acceptable for reuse on-site followed by capping.

RECOMMENDED DEVELOPMENT

This site is considered a catalyst site, and so is discussed in detail in Chapter 4.



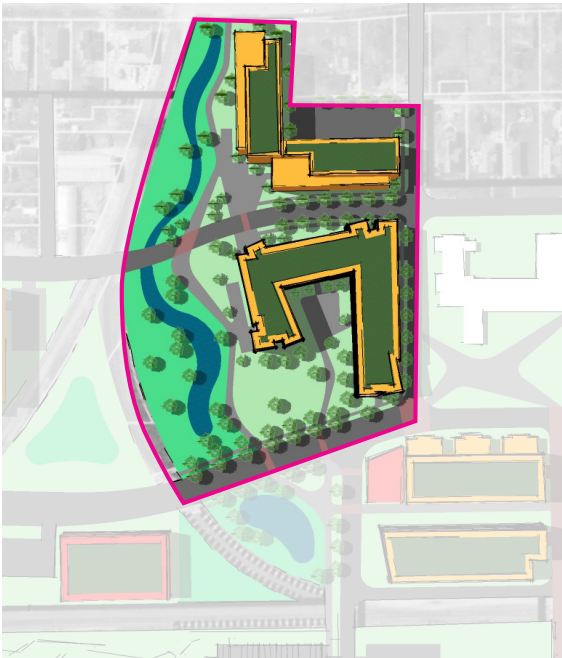
Development Opportunity #14



Development Opportunity #14, Phase 1: Chestnut Street Cul-de-sac

4.0

CATALYST PROJECTS



FORMER BADGER SHEET METAL



200 BLOCK OF SOUTH BROADWAY

CATALYST SITES

CATALYST SITES

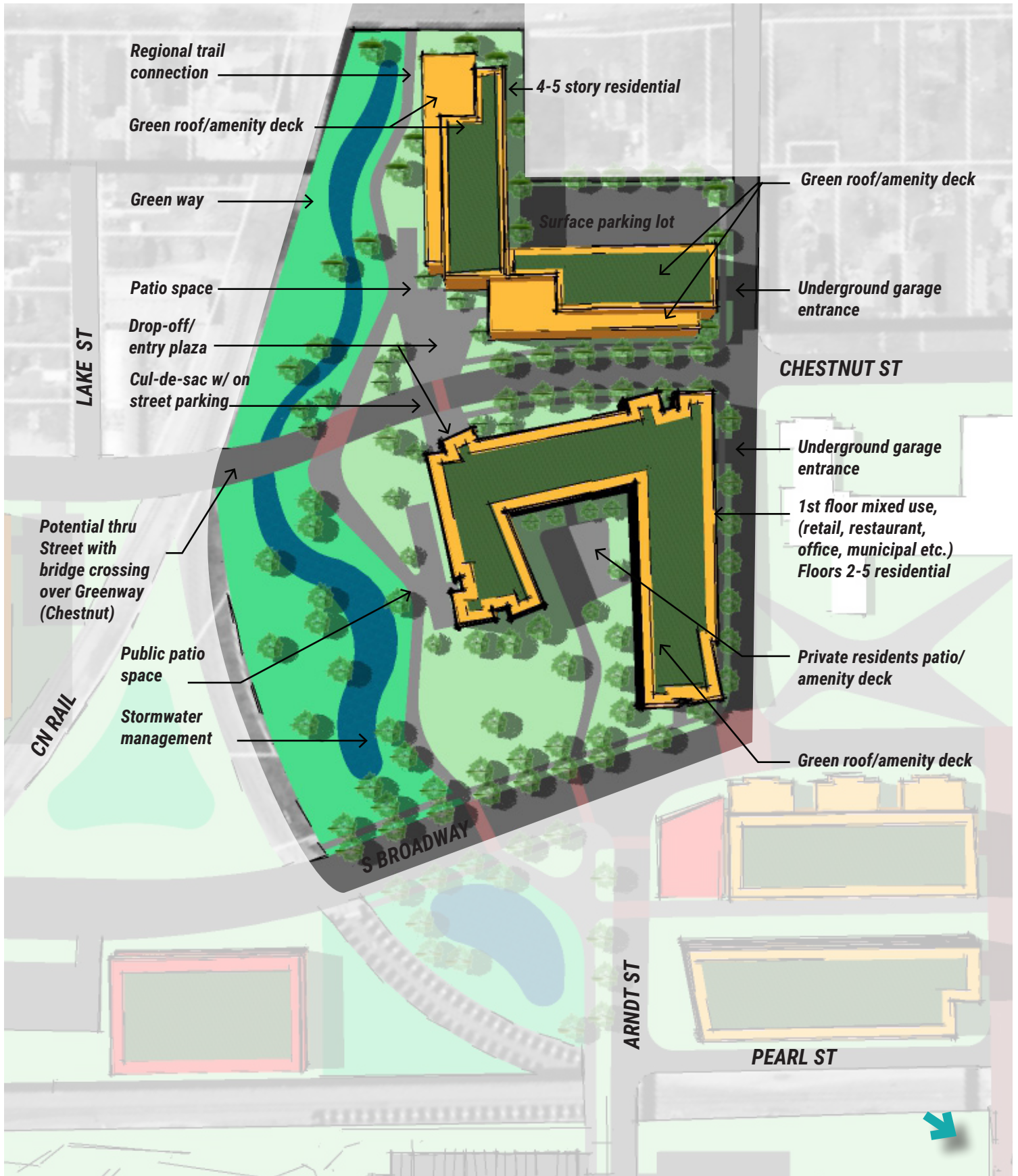
The City of Green Bay selected two catalyst sites for more detailed conceptual planning. The two include the former Badger Sheet Metal property located at Broadway and Ardnt Street and the other is the 200 Block of South Broadway the block closest downtown.

A slightly more detailed site plan was developed for each catalyst site. The opportunity is identified and recommendations for redevelopment. Known environmental concerns for each of the catalyst sites are listed in the Block 2 and Block 6 overviews in Chapter 3.0.

POTENTIAL USES

The potential uses desired in the Target Area will need to support planned uses for the Shipyard and compliment those uses already in the Broadway District. Precedent images at the end of the Catalyst chapter highlight some of the types of uses that should be considered. Potential uses are recommended in the following categories:

- Housing
- Mixed Use
 - Recreation
 - Experience
 - Service
 - Public
- Public Space
- Streetscape



Catalyst Site 1: Badger Sheet Metal

CATALYST SITES

OPPORTUNITY: FORMER BADGER SHEET METAL PROPERTY

The former Badger Sheet Metal property is a City owned, brownfield site that is prime for redevelopment. The proposed development is a multifamily housing complex with some of the ground floor space dedicated to commercial or public use.

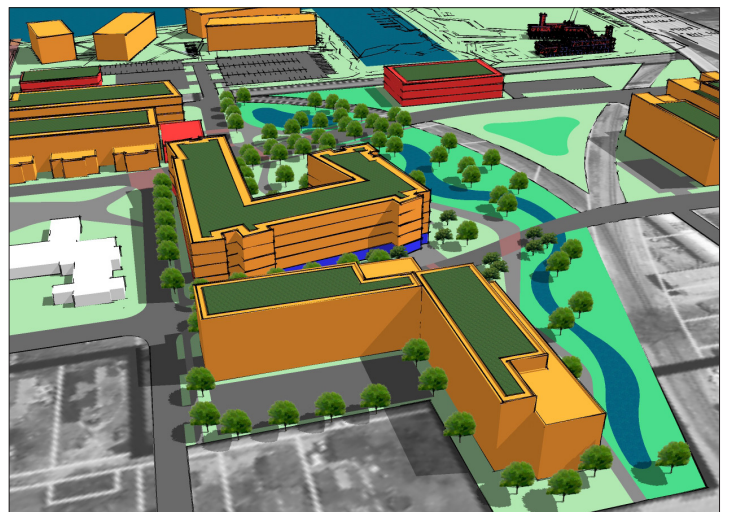
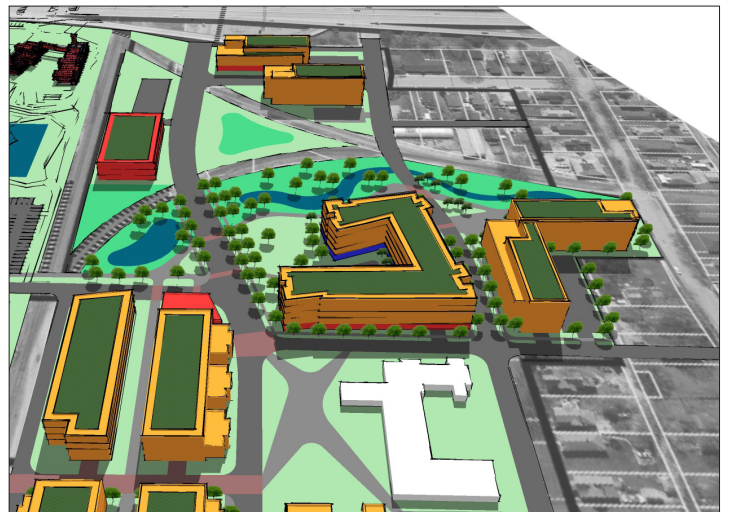
RECOMMENDED IMPROVEMENTS

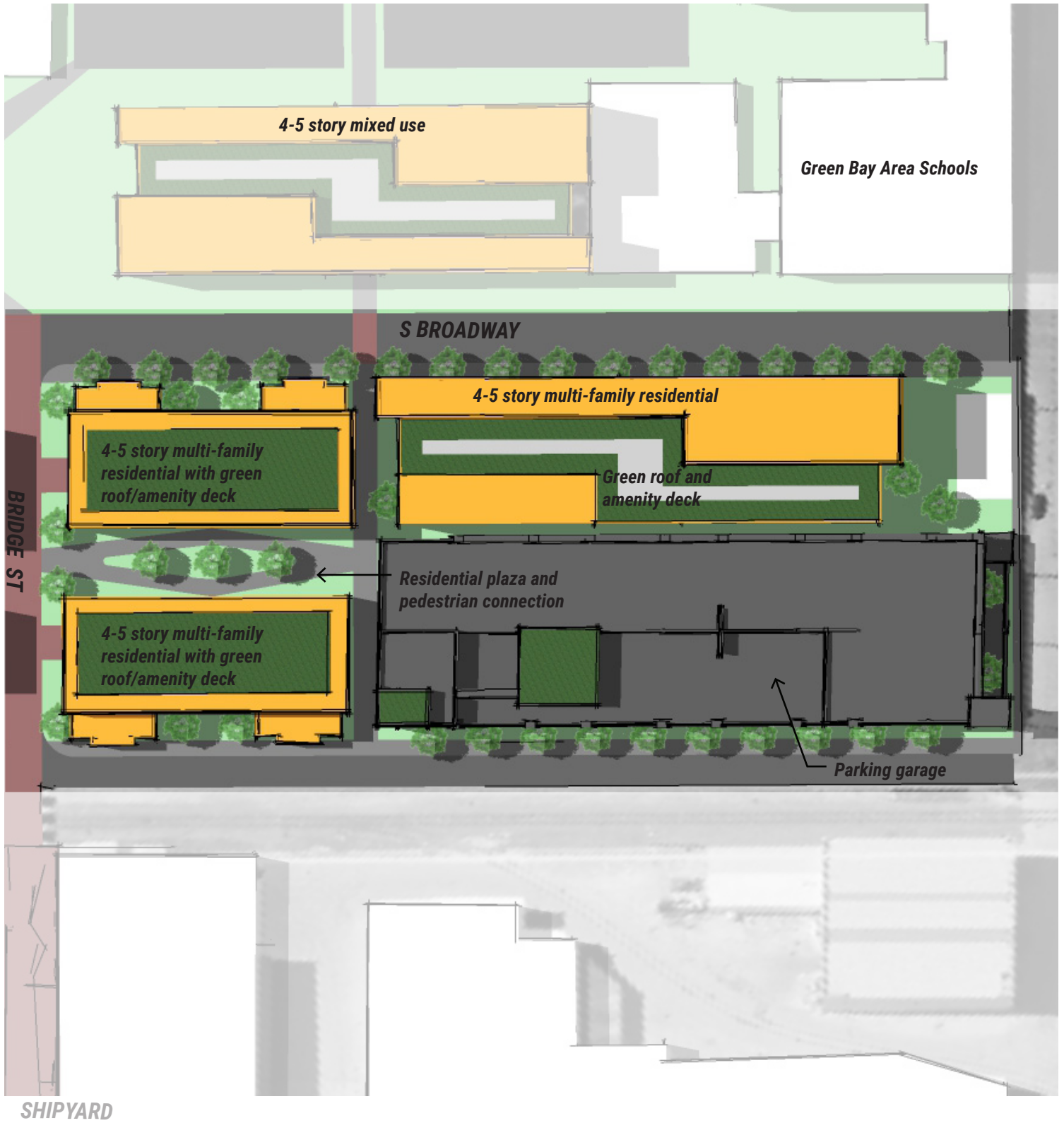
The housing development would be suitable to address a broad range of local housing needs. It could incorporate market rate and affordable components. It could also be a strong location for active living senior housing, being walking distance from the Broadway District, and having access to bus service on South Broadway. Greenway facing businesses could benefit from outdoor seating for dining or cafes. Small gyms (yoga, boxing, dance studios etc) could provide indoor/outdoor space etc. or offices could make use of outdoor patios for meetings, lunch or office events. Alternatively, the development could incorporate a public use such as a community center, library, police or fire station or municipal offices.

The Greenway would serve to alleviate some of the regional stormwater management issues by providing needed green infrastructure. It would also offer an improved pedestrian connection, and an amenity to be appreciated by the adjacent development. An engineered cap will likely be needed to address environmental impacts associated with direct contact and/or prevent ground/surface water impacts. The soil that is excavated for site development containing low hazard impacts could potentially be used to create berms that would further screen the railroad and minimize off-site disposal costs.

In addition to the abundance of outdoor public space, the development could offer plaza and patio space, as well as roof top amenity decks with green roofs, providing a highly amenitized environment and addressing City goals related to green infrastructure.

The conceptual plan shows a connection of Chestnut St across the railroad tracks. Railroad approval would be required for this to be realized. The conceptual plan on page 53 shows an alternative for a cul-de-sac as a first phase or in the case that the railroad does not allow an additional crossing in this location.





Catalyst Site 2: 200 Block of South Broadway

CATALYST SITES

OPPORTUNITY: 200 BLOCK OF SOUTH BROADWAY

Block 2 is the block east of Broadway between Howard and Bridge Streets. It offers the nearest development opportunities to the existing vibrant Broadway District, and as such it represents the potential to extend a high-quality development pattern to the south from there.

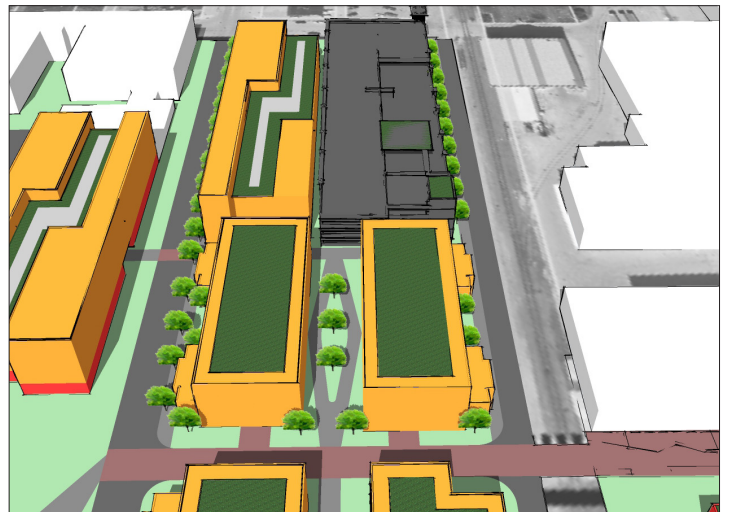
RECOMMENDED IMPROVEMENTS

Block 2 is the block east of Broadway between Howard Development of this block plays an extremely important role in building continuity between the Broadway District and the Shipyard because it offers a continuous facade along South Broadway that can set a high-quality design tone. The Broadway District streetscaping would be extended along the block. Ample sidewalk width would support walkability. Building design standards would ensure breaking up the massing of the building and encourage ground floor living units with entrances that open directly onto the South Broadway sidewalk.

A portion of the ground floor space would be made available for retail stores or restaurants.

The development on the block would be supported by a structured parking ramp, which would take the pressure off the retail businesses and some of the housing development to provide that parking within those developments.

The development proposal envisions pedestrian connections that connect through the block along the former alley and connecting back to South Broadway in line with the School Place right of way.



POTENTIAL USES: HOUSING



Mixed Use Development



POTENTIAL USES: HOUSING



Mixed Use Development



POTENTIAL USES: MIXED USE

RECREATION



Barre



Boxing studio



Yoga studio



Rock climbing gym



Kids gym



Dance studio

POTENTIAL USES: MIXED USE

EXPERIENCE



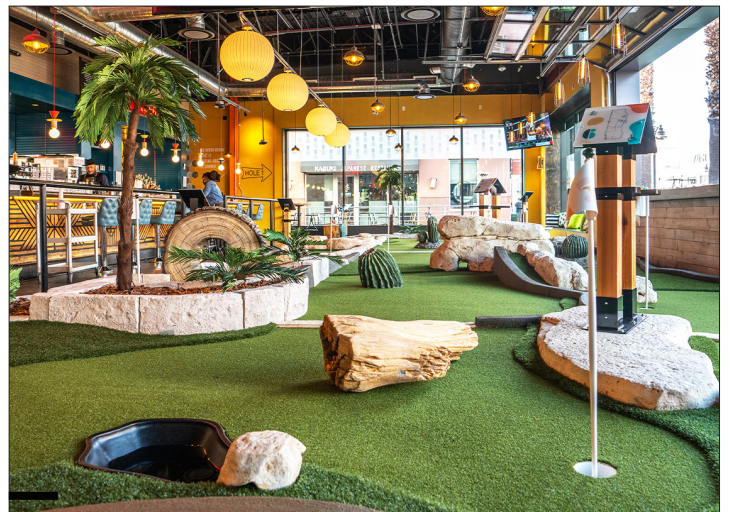
Axe throwing



Smash room



Small event venue



Game play (Punch bowl social)



Escape room



Cooking classes

POTENTIAL USES: MIXED USE

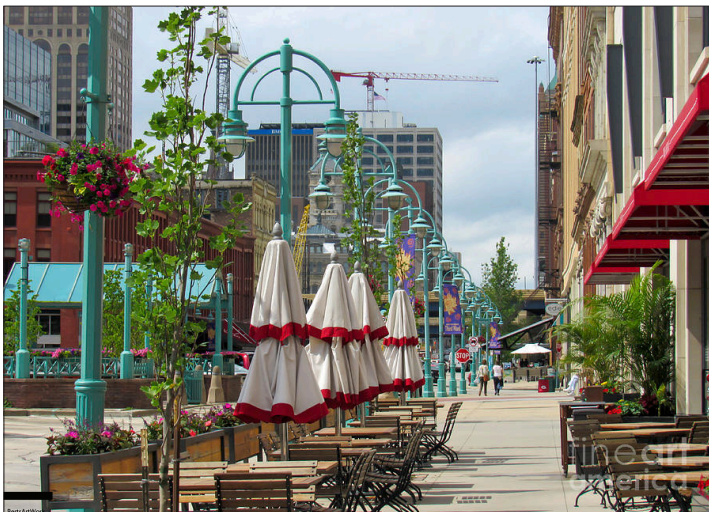
SERVICE



Small, urban grocery store



Riverfront/Cove Restaurant



Restaurant with outdoor dining



Pet store



Salon and spa



Retail

POTENTIAL USES: MIXED USE

PUBLIC



Library



Fire Station



Community Center or gym



Public market



Municipal office

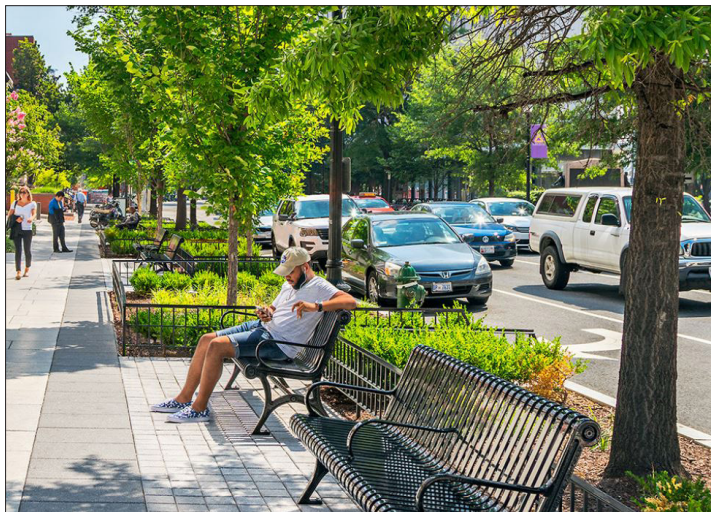
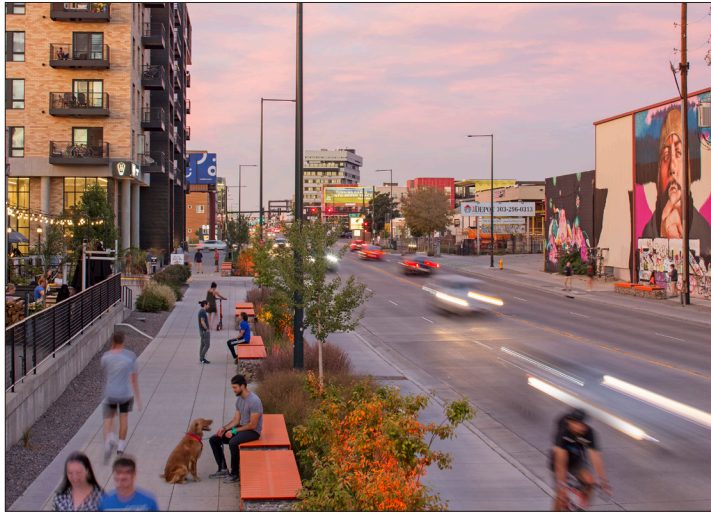


University Extension or satellite campus and/or healthcare facilities

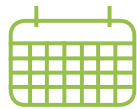
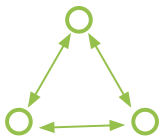
PUBLIC SPACES



STREETSCAPE



5.0



IMPLEMENTATION ACTION

REZONING

The existing zoning of property may or may not be 100% consistent with and supportive of this development plan. Reviewing and updating the zoning of property sets the stage for redevelopment, and invites developer interest. The City's Comprehensive Plan should also be updated to reflect changes as a result of this study.

DEVELOPMENT GUIDELINES

The Shipyard Corridor will serve as a southward extension of the Broadway District, but new development in the Corridor will necessarily be different from the Broadway District's earlier generation of development—different in its mix of uses and different in scale. To ensure compatibility between new and old, and to maintain a high quality, walkable, pedestrian friendly environment, a set of guidelines for development should be established. Development guidelines would address characteristics of development such as setbacks, sidewalk widths, breaking up the massing of larger buildings, entryways onto the sidewalk.

DEVELOPMENT STRATEGIES

Building the market. The neighborhood that will be built in the Shipyard Corridor will be extremely attractive, a few minutes from downtown Green Bay, an extension of the vibrant Broadway District, anchored on The Shipyard and the Fox River, and offering new open space, trails and other amenities. As this future emerges, it will become increasingly attractive to developers. But in earlier phases of change, development projects will be seen as more pioneering, and require additional public support.

Because development likes to build from existing strength, one strategy would be to take steps to attract new development starting at the north end of the Shipyard Corridor, adjacent to the existing Broadway District. That would, however, entail property assembly that is contingent on the needs and desires of existing property owners, so it may not come together right away.

If first development projects are further south, on property that is already in City of Green Bay ownership, developers will see the project as more isolated and

thus more risky. They will essentially be taking a risk that further redevelopment occurs in the area around their development. The City of Green Bay can play a role in settling these understandable concerns by demonstrating commitment to the vision. Continued steps toward creating the Shipyard park itself will be reassuring to the developer community. Road reconfiguration or streetscaping improvements or rezoning of property would also demonstrate commitment—and verbal assurances of commitment will be important as well.

SITE ASSEMBLY

Much of the property in the Shipyard Corridor is in private ownership, and those property owners will make choices based on their long-term needs. Assembling land for redevelopment will require relationship building with multiple property owners, and an understanding of mutual needs and desires.

On the Trinity Lutheran Church/School District block, a key initial action is to initiate outreach and discussions with the three parking lot owners to explore their willingness to move toward a shared parking scenario that would open up South Broadway frontage for new development.

Public financial support. Public financial support is likely to be required for initial projects, for projects that require site preparation investments such as building demolition or environmental cleanup, and for housing development with structured parking formats.

ENVIRONMENTAL LIABILITY PROTECTION

When assembling and redeveloping brownfield sites, a key concern is typically the potential for future environmental liability. A qualified environmental professional should be involved in all aspects of property acquisition, assessment, remediation, property transfer and redevelopment. This will assure that proposed future property use, value, cost and conditions of site closure with the Wisconsin Department of Natural

Resources (i.e., no restrictions, use of engineering and institutional controls, etc.) are compatible with the risk tolerance of the property owner, lender and/or lessee. Through this process it can be determined if further assessment, remedial action and/or soil management is needed as part of the redevelopment plans.

LEVERAGING BROWNFIELDS TO CATALYZE CLEANUP AND INVESTMENT

By targeting brownfield sites for redevelopment opportunities, limited brownfield resources can be utilized to their greatest effect. The City has historically leveraged many funding sources, including both state and EPA funding to assess, cleanup, and redevelop brownfield sites such as those parcels prevalent in the Target Area. The City and private developers should continue to use these resources to maintain an on-going and effective cleanup program while building new opportunities throughout the corridor. Based on the known historic and current uses in the Target Area, future remediation measures do appear feasible for most of the brownfield sites.

INFRASTRUCTURE AND STORMWATER

Redevelopment of the Shipyard Corridor should first address flood control by prioritizing infrastructure and stormwater improvements, followed by implementing new street/walkway networks and building site improvements. Final redevelopment planning of the Target Area should progress on a block by block approach which ultimately addresses massing and the land use studies. This coordinated approach should help increase property value by producing functional redevelopment in a location where people want to eat and shop, take a walk, build their business, or live out their future.

Flood control and flood mitigation must be performed as an essential concept in the redevelopment process. Without this, the City and investors could potentially be stuck with land only adequate for park space. The RDA

must focus on the challenges presented by the existing flood zone and potential infrastructure shortcomings. Improvements must be made to allow for half of the Target Area to be removed from FEMA floodplain mapping. Regardless of modifications to the existing topography, it should not be overlooked that basements and underground parking garages may not be a viable option for future construction. Therefore, thought must be given to improve public transportation systems, off site parking availability, and methods of including above-ground parking.

Infrastructure improvements within the Target Area must be coordinated with the Department of Public Work's future development plans and the existing system's capacities. The assessment of the Target Area's existing utilities should be addressed in both the overall infrastructure planning and coordinated with the block-level improvement plans. Specific use of buildings must be considered and evaluated based on the existence, size, status of the existing sanitary water, and storm infrastructure. The existing water and sanitary systems are not expected to be inadequate for future development but should receive a closer look. Modeling of both the water and sanitary systems will likely be necessary to confirm future plans.

One final challenge to stormwater management is RDA control and ownership of properties in the Target Area. Difficulties arise in redevelopment if not all properties can be purchased by the RDA or participating developers. Macro level stormwater and flood management would be required for non participating land owners, especially if they are located within a low point in the redevelopment.

GREEN INFRASTRUCTURE

Best Management Practices (or BMPs) are structural practices accepted by the local municipality to perform stormwater management functions for quality and/or volume control.

GREEN INFRASTRUCTURE BEST MANAGEMENT PRACTICES

Various green infrastructure technologies can be used as BMPs for stormwater management. Each technology has advantages and limitations to manage the stormwater runoff in the city. Green Infrastructure can be used in conjunction with traditional stormwater management measures to maximize benefits of flood control, water quality improvement and aesthetics. A cross-section of green infrastructure opportunities is listed and described below.

Terrace Bioswales

Bioswales within streetscape terrace can slow down, infiltrate and filter stormwater runoff from the streets and sidewalks. A bioswale includes a vegetated channel that can treat and retain stormwater as it moves stormwater from one place to another. This BMP is useful along streets and parking lots as they are typically linear in shape. Maintenance requirements for swale's include removal of weeds and litter that accumulate to ensure proper drainage.

Localized Bioretention Basin (Rain Garden)

Localized bioretention basin can be used to collect and absorb runoff from rooftops, sidewalks, and streets. The bioretention basins, frequently called rain gardens, are a shallow basin with native vegetation. Maintenance requirements for rain gardens include removal of weeds and litter that accumulate to ensure proper drainage. Care should be taken not place basins in areas of known environmental impacts.

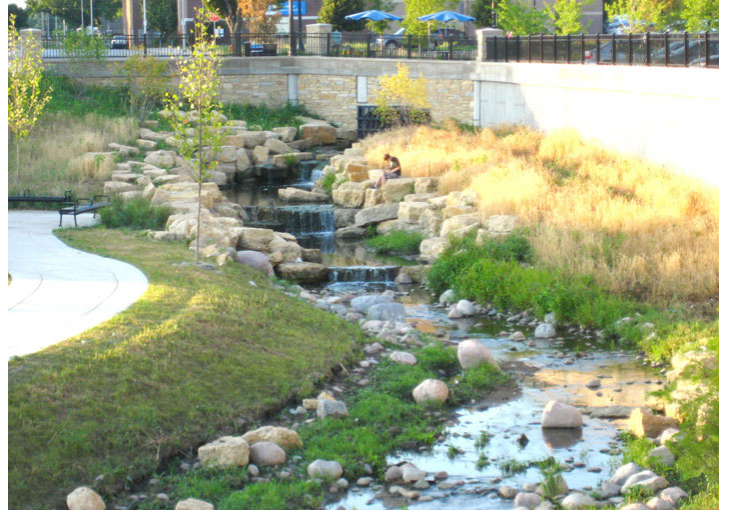
Street Tree Canopy

Trees can be added to street terraces. Trees soak up stormwater through their roots and evaporate rainwater directly from the tree leaves and branches. This BMP shall be installed in engineered soil or structural cell system that optimizes the soil composition and compaction to increase stormwater uptake and maximum tree growth and health.

GREEN INFRASTRUCTURE



Green way/ Regional stormwater management



Native plantings

GREEN INFRASTRUCTURE



Green roof



Permeable paving



Stormwater storage



Artificial wetland/park/amenity

Permeable Pavement

Permeable pavement can be used to infiltrate, treat, and store rainwater as it falls. There are various types of permeable pavement such as pervious concrete, porous asphalt, permeable interlocking pavers, and several other materials. This BMP is useful in areas with little or no space for green space or stormwater detention or where flooding is a problem. Typical maintenance for the pavement involves vacuuming debris or particles from the openings between the pavements. Specialized equipment may be required to perform this required maintenance.

Depaving

Depaving can be used where there is a high number of impervious surfaces reduce runoff and allow water to naturally infiltrate. Depaving involves removing impervious surfaces and replacing them with absorbent landscaping or other BMPs that add pervious surfaces. In areas where soil contaminants pose a direct contact concern, pavement could potentially be replaced with a WDNR approved cap typically consisting of up to two feet of clean soil.

Intensive And Extensive Green Roofs

Green Roofs can be used to capture rainwater on the roofs of buildings. A green roof involves covering the roof with vegetation that enables rainfall infiltration and evapotranspiration of stored rainwater. This BMP is useful for properties where stormwater management requirements are high, and land availability for other methods is low. There are two types of green roofs, intensive and extensive, each have different costs and benefits that should be evaluated on a case by case basis.

Rainwater Harvesting

Rainwater can be captured from roofs and reused as gray water for irrigation or flushing toilets. This BMP also helps to reduce the volume of stormwater runoff that goes to the storm sewer system. A roof water

reuse can be done by connecting the roof gutters to a cistern or rain barrel. This BMP is often used in residential areas but can be used in other land-use types as well. Typical maintenance involves emptying the cistern or rain barrel during dry periods to leave room in the cistern or rain barrel during the next storm event.

Inlet Sumps

Inlet sumps generally provide a 3' deep storage in the inlet box, under the outlet invert. Manhole catch basins can provide sumps, but they are generally shallower than inlets.

Inlet sumps are commonly used BMP in cities around the world as the primary treatment of runoff. Sumps are designed to allow large pieces of debris to settle to the bottom of the inlet rather than continue to flow through the pipes and potentially cause clogs downstream.

Frequently inlet sumps are used in conjunction with a SNOUT or similar system. These systems mount over the effluent pipe inside of the structure. They skim floatables, oils, trash, and sediment to settle to the bottom before the water flows out. Performance data on some products show a TSS reduction of over 50%.

TRADITIONAL BEST MANAGEMENT PRACTICES

Traditional best management practices include detention basins, grass swales, dry basins, stone cribs, and vegetative buffer strips. Bioretention basins can also be considered traditional as they have been the primary method to remove oil and grease from pavements in recent years. Arguably, the biggest difference between traditional and green infrastructure is the BMP size. Traditional BMPs require a greater amount of real estate to employ, which is not the case for most green infrastructure technology. The developer should take this into consideration while taking on site development projects and utilize the best and most efficient solutions possible.

GREEN VISION & INNOVATION

The Shipyard Corridor should serve the City of Green Bay as a showpiece of integrated green infrastructure and resiliency. The vision is to create a green corridor connecting Seymour Park to the Shipyard that serves two primary functions, one as regional stormwater management area and second as a pedestrian corridor. This centralized approach to stormwater management has the potential to eliminate historic flooding in the area while also providing an attractive amenity for residents and visitors. This approach to stormwater management does not necessarily replace on site requirements. Private development should also strive to incorporate Green Infrastructure BMPs like green roofs, permeable paving and other elements onsite to meet the City's vision for the Target Area.

Flooding in and around the Target Area could be mitigated through this system of connected green infrastructure BMPs. The centralized BMP could be a dry or wet channel designed and built as a bioswale extending from Seymour Park, through the Badger Sheet Metal site and eventually connecting to the Fox River. Restoration of a basin similar to the historic stream once present onsite could be duplicated. This basin would provide overflow for large-scale events while also offering routine storm event treatment with plantings, engineered media, stone cribs, and a system of underdrains that ultimately discharges into the city storm sewer system. This process would create a significant delay in releasing water to the storm system, which would reduce the size pipes necessary to convey water through the storm system.

The addition of street trees with a sufficient canopy to treat and absorb water from initial rainfalls in other locations is an important component to this system. Stormwater planters could be constructed in terraces, and pervious pavements could be used for bike paths or sidewalks. The use of pavers with a sand base and underdrain could move runoff to the storm system at a delayed rate. In locations where it is practical to

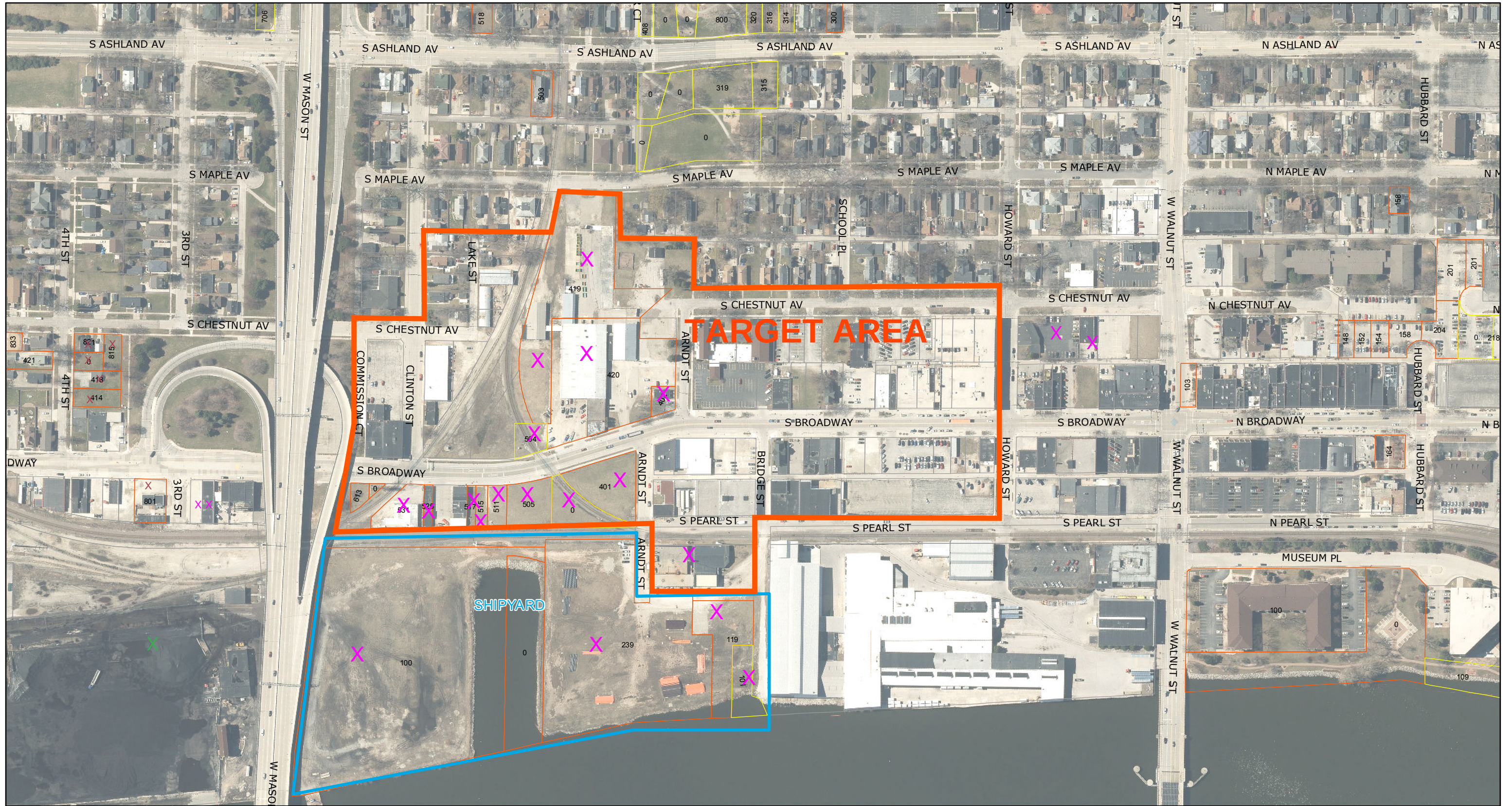
perform significant green infrastructure improvements, curb extensions are a great option to reduce impervious areas, provide stormwater management services and create an attractive environment.

A

APPENDIX A

INVENTORY &

ANALYSIS MAPPING



Shipyard Area City and Redevelopment Authority Properties

X - Other Env. Services

X - Phase I/ II ESA and/or Remedial Action Activities

X - Phase I ESA

City Owned Properties RDA Owned Properties

0 100 200 400 Feet

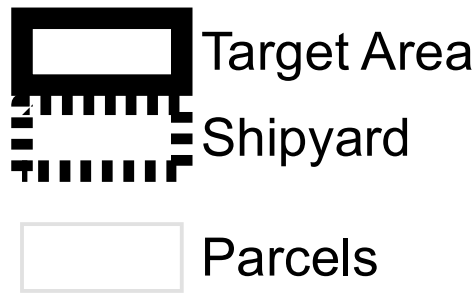
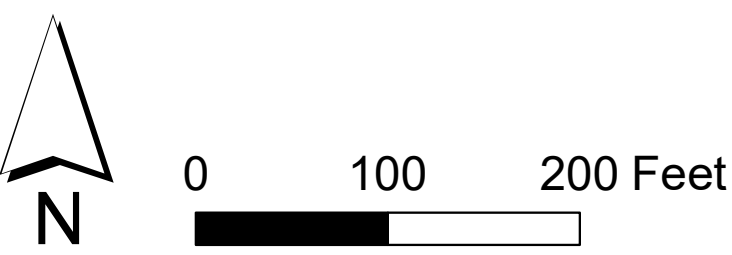


This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 24 Jun 2020 X:\Planning\Work Order Requests\2020\20.01 Shipyardownership_june.mxd

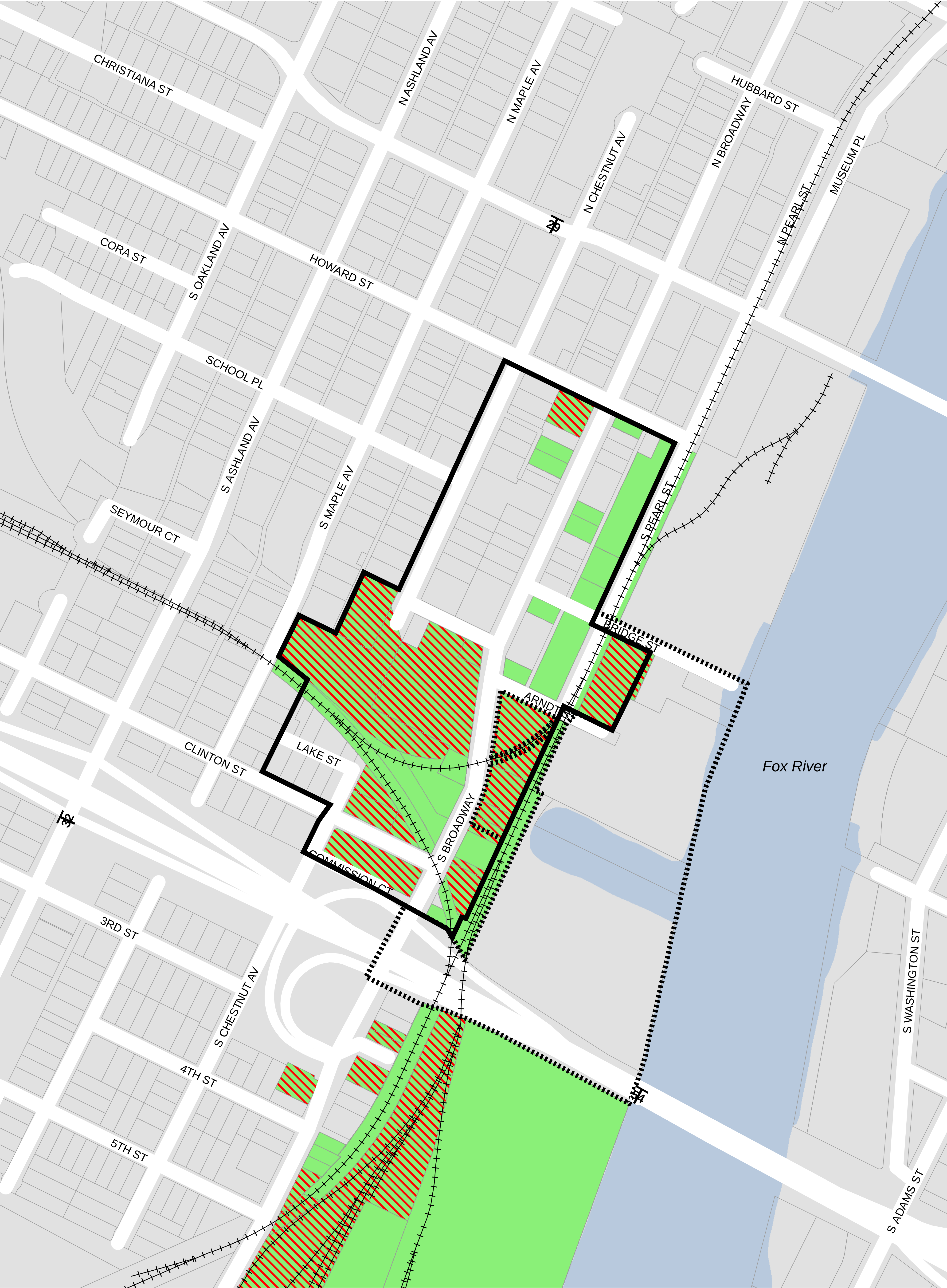


Site Map

US EPA Shipyard Project
City of Green Bay, WI



Fox River

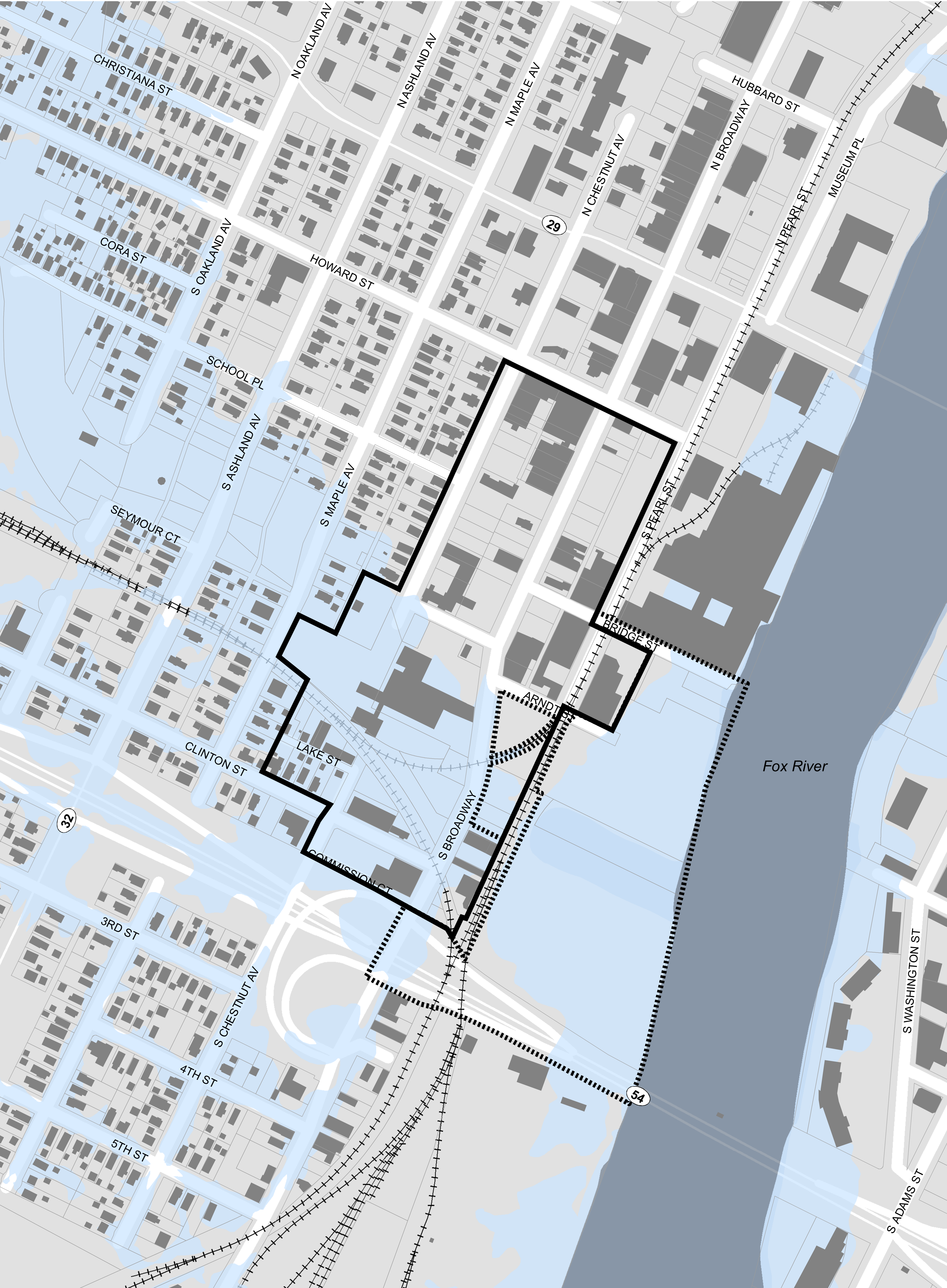


Brownfield Information

US EPA Shipyard Project
City of Green Bay, WI



- Target Area
- Shipyard
- Parcels
- River
- Railroad
- Known or Potential Brownfield Site
- Sites with Environmental Assessment Completed or Ongoing



Floodplain

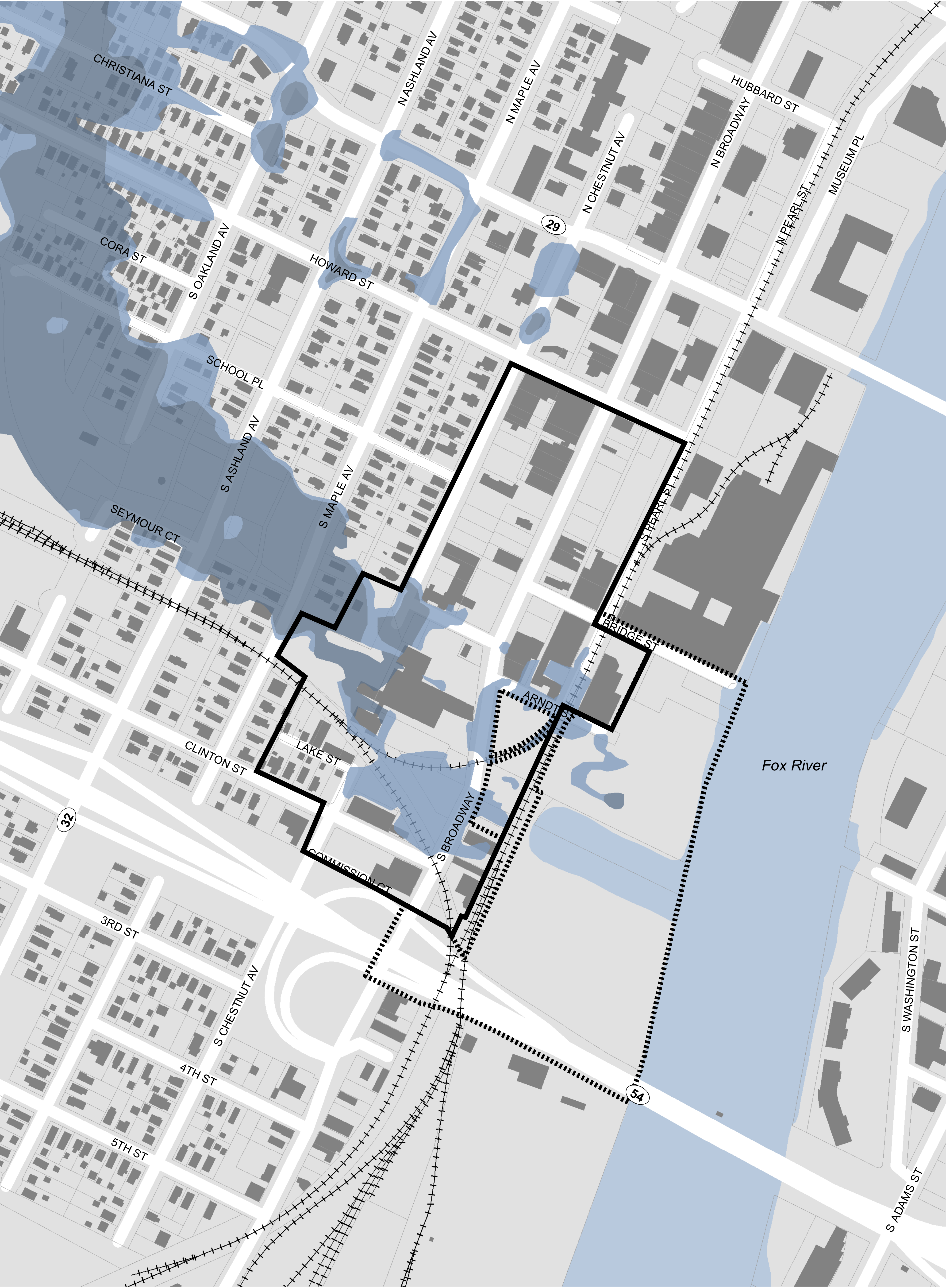
US EPA Shipyard Project
City of Green Bay, WI



- Target
- Shipyard
- Parcels
- Building
- River
- Railroad
- 100 Year Floodfringe
- 100 Year Floodway

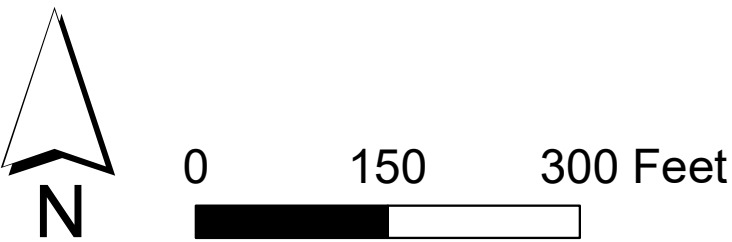
October 2, 2020





Flood Prone Areas / Issue Areas

US EPA Shipyard Project
City of Green Bay, WI



- Target

Shipyards

Parcels

Building

River

Railroad
- 100 Year Storm Flood

0.1 ft to 1 ft

> 1 ft

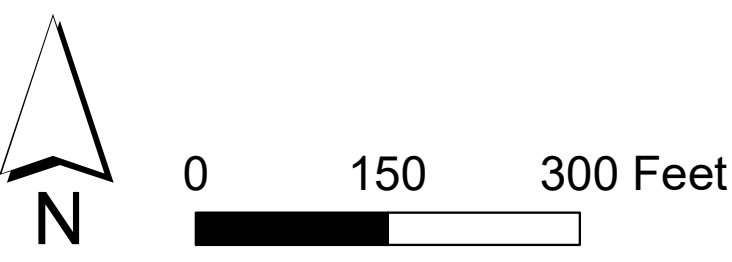
September 25, 2020



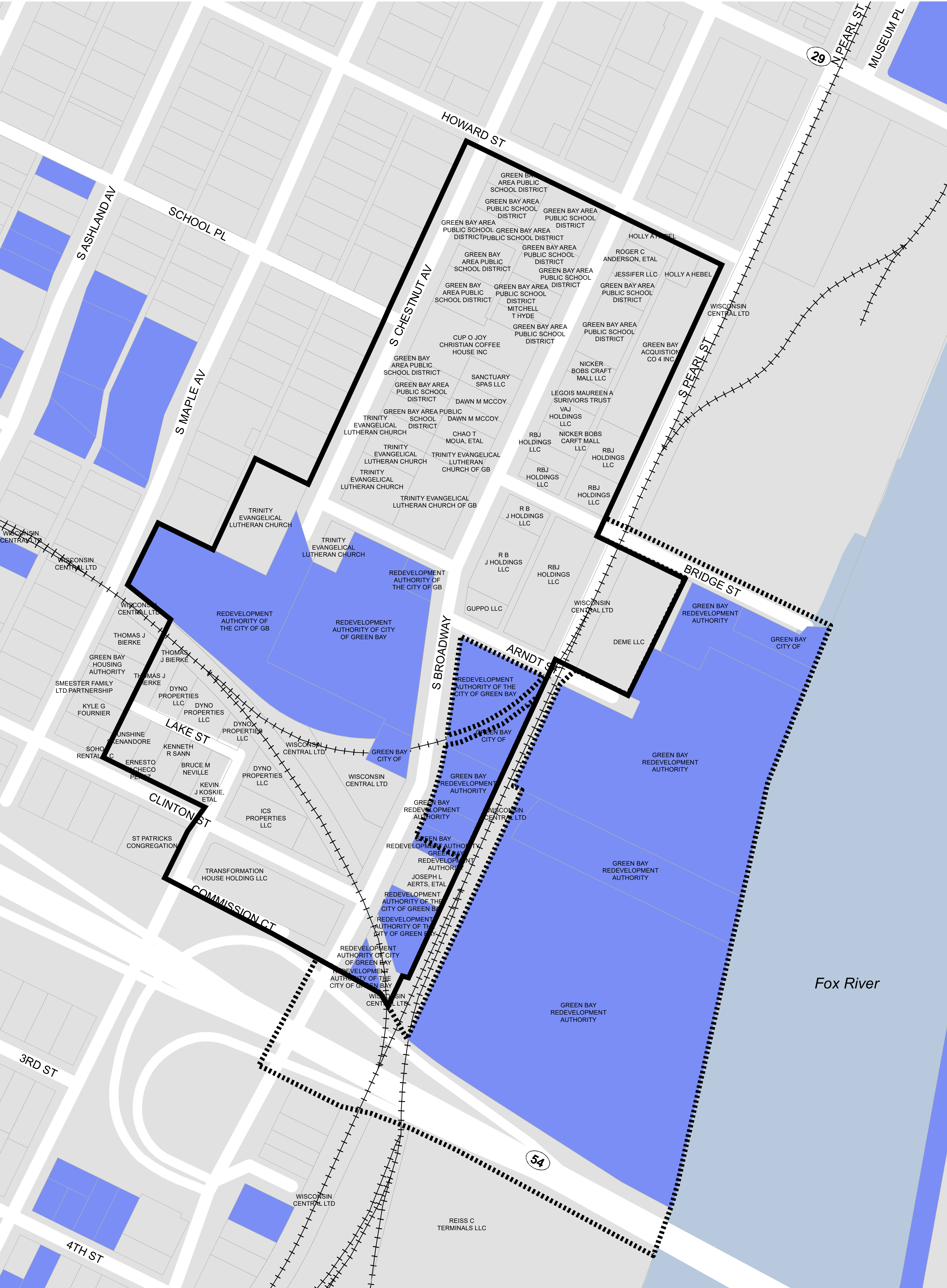


Land Use

US EPA Shipyard Project
City of Green Bay, WI

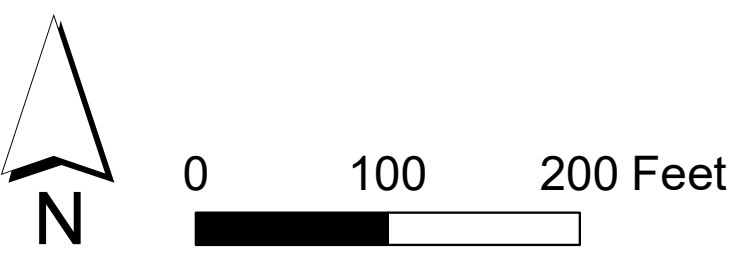


- | | | | |
|--|-------------|--|----------------------------|
| | Target Area | | Agriculture/Silviculture |
| | Shipyard | | Commercial |
| | Parcels | | Communication/Utilities |
| | River | | Industrial |
| | Railroad | | Institutional/Governmental |
| | | | Outdoor Recreation |
| | | | Residential |
| | | | Transportation |



Property Ownership

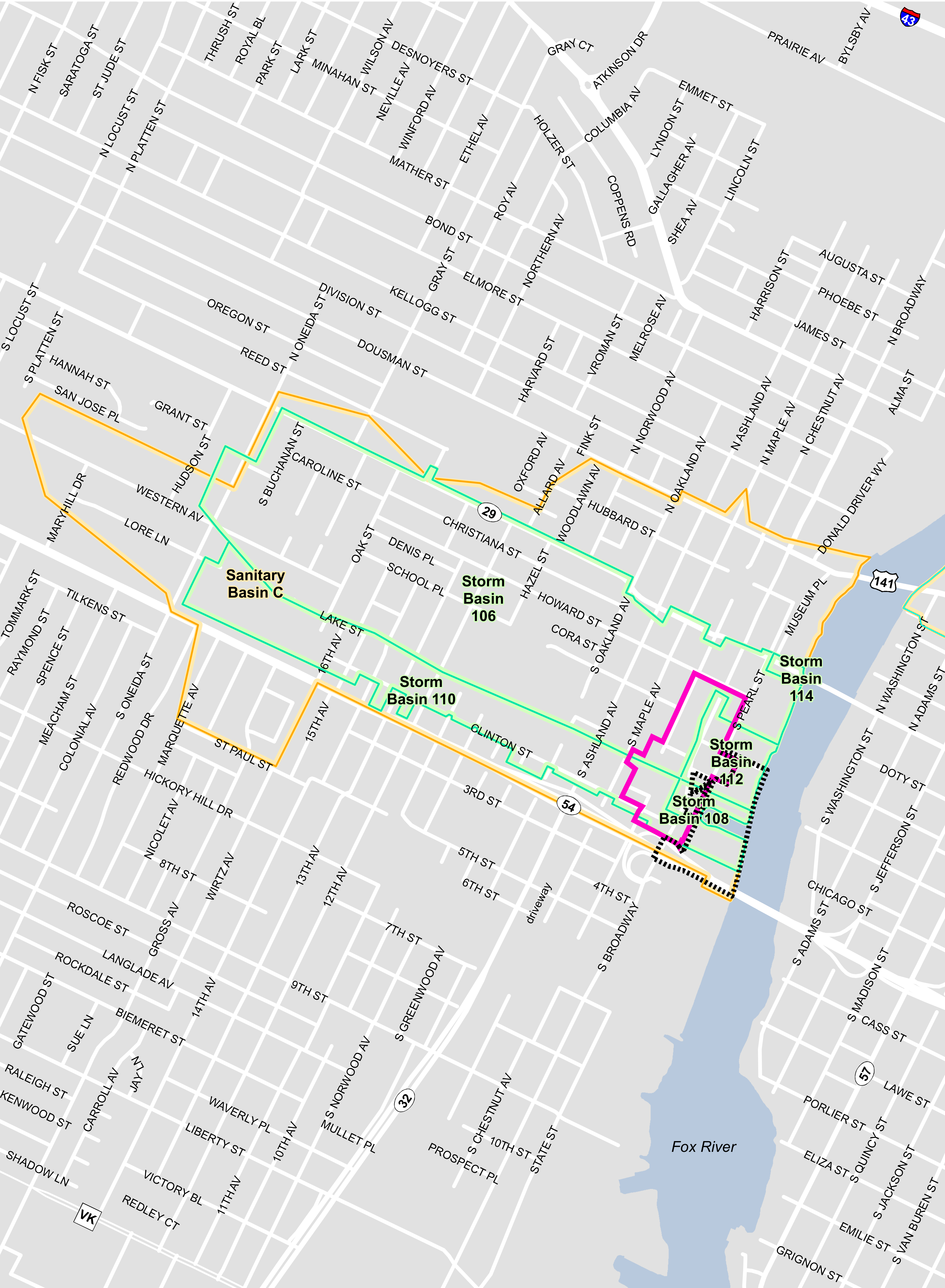
US EPA Shipyard Project
City of Green Bay, WI



- Target Area
- Shipyard
- Parcels
- Parcels Owned by City of Green Bay
- River
- Railroad

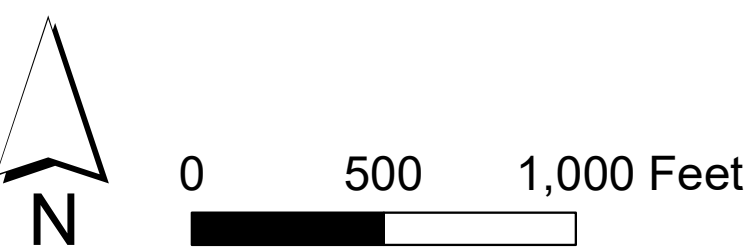
October 2, 2020





Storm and Sanitary Basin

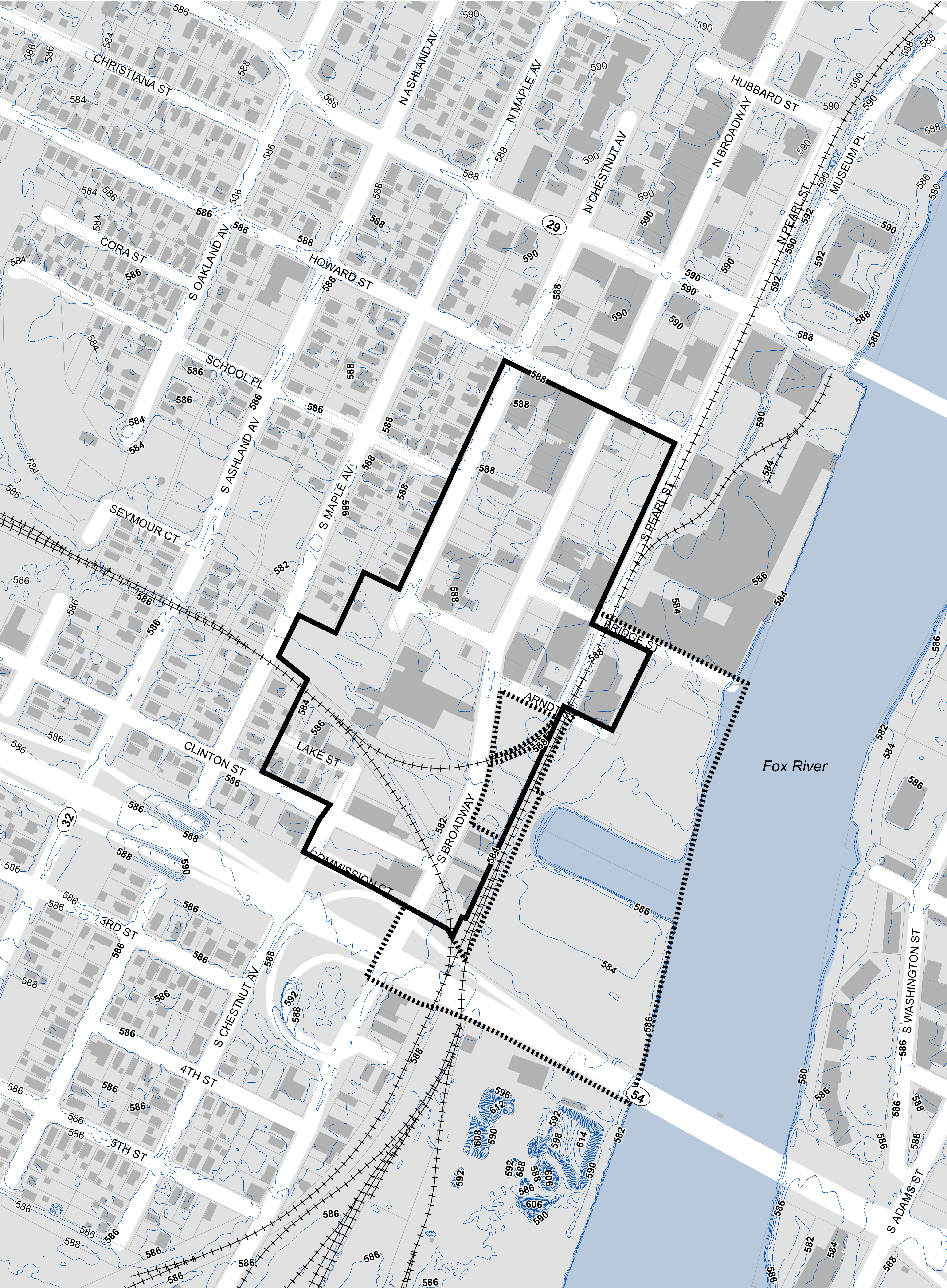
US EPA Shipyard Project
City of Green Bay, WI



- Target Area
- Shipyard
- River
- Storm Basin
- Sanitary Basin

October 2, 2020





Topography

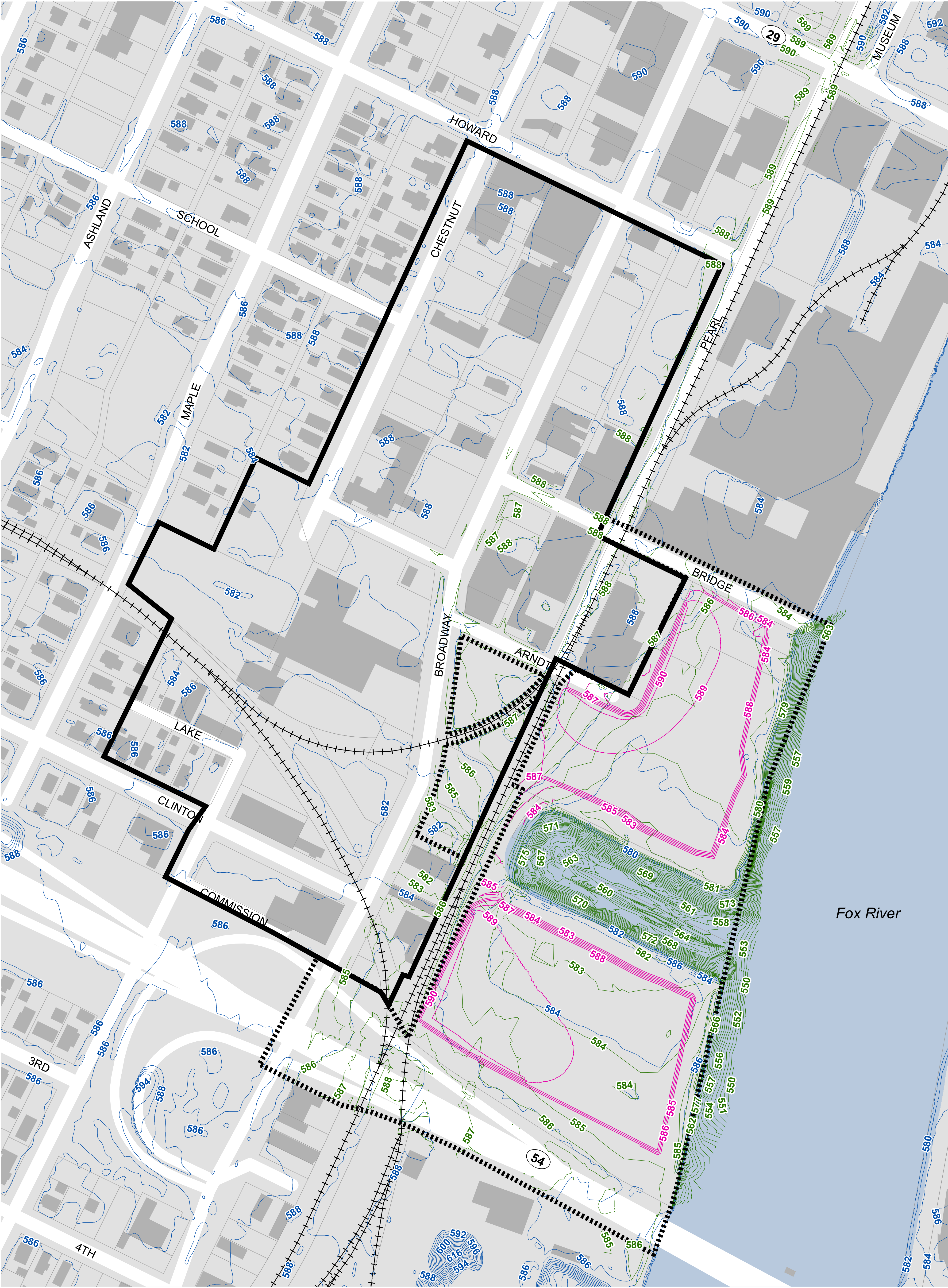
US EPA Shipyard Project
City of Green Bay, WI



- Target Area
- Shipyard
- Parcels
- Building
- River
- Railroad
- 2 ft Contours

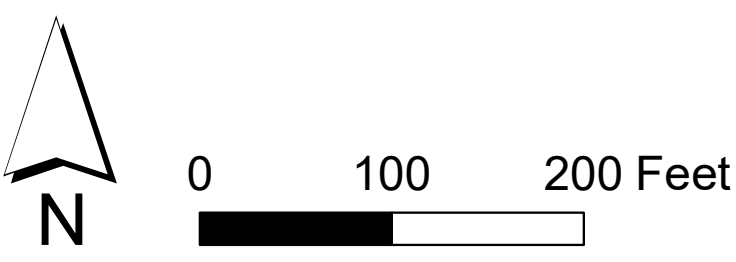
October 2, 2020





Topography - Shipyard

US EPA Shipyard Project
City of Green Bay, WI



- Target Area
- Shipyard
- Parcels
- Building
- River
- Railroad
- 2 ft Contours
- Existing Shipyard Contours (1 ft)
- Proposed Shipyard Contours (1 ft)

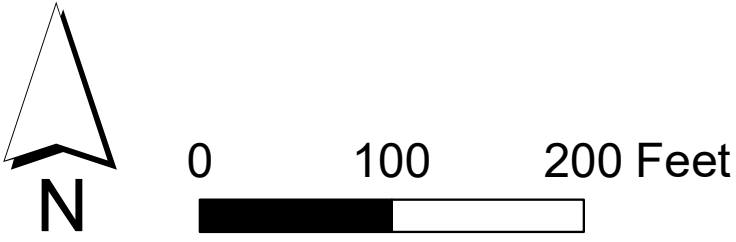
October 2, 2020

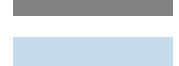
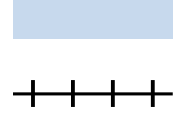




Utility - Electrical and Telecommunication

US EPA Shipyard Project
City of Green Bay, WI

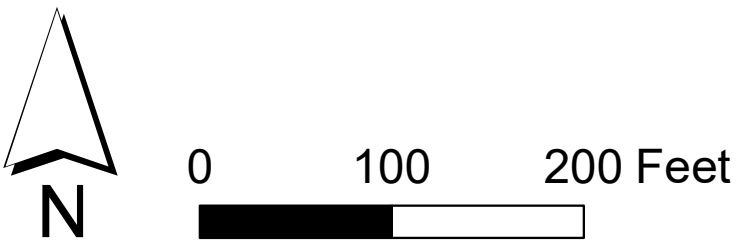


- | | | | |
|---|----------|--|--------------------------|
|  | Target |  | Electrical Overhead |
|  | Shipyard |  | Electrical Underground |
|  | Parcels |  | Telecommunications Fiber |
|  | Building | | |
|  | River | | |
|  | Railroad | | |



Utility - Sanitary Sewer System

US EPA Shipyard Project
City of Green Bay, WI



- Target Area
- Shipyard
- Parcels
- Building
- River
- Railroad
- Sanitary Sewer Pipe
- Sanitary Sewer Structure
- Sanitary Holding Tank

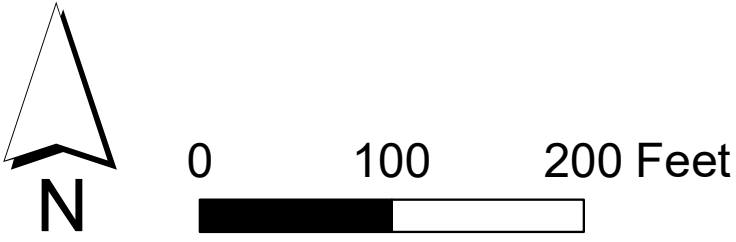
October 2, 2020





Utility - Storm Sewer System

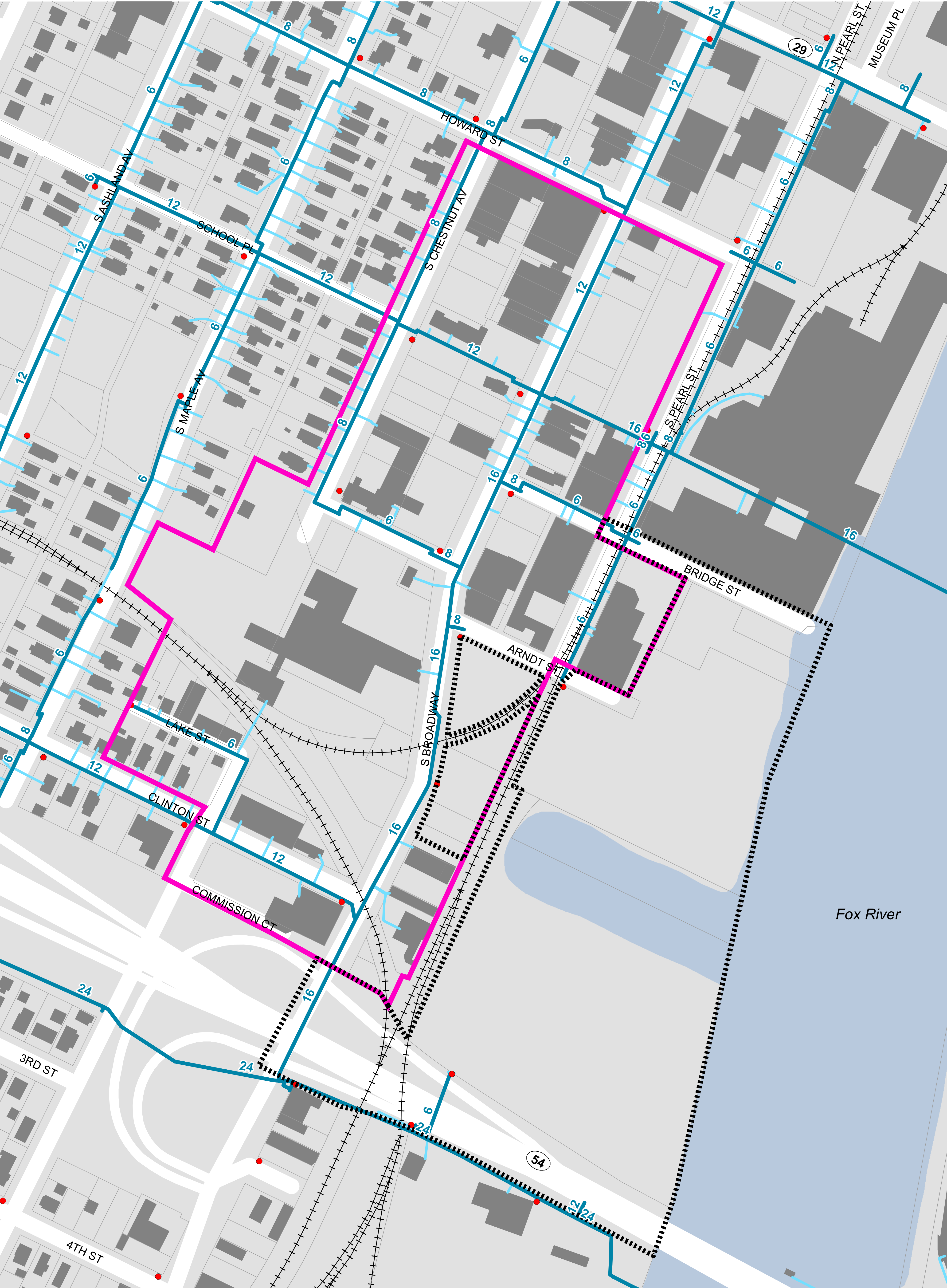
US EPA Shipyard Project
City of Green Bay, WI



- Target Area
- Shipyard
- Parcels
- Building
- River
- Railroad
- Storm Sewer Pipe
- Storm Sewer Structure
- Storm Pump Station
- Storm Holding Tank

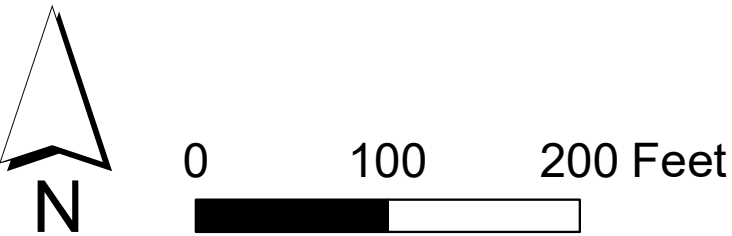
October 2, 2020





Utility - Watermain System

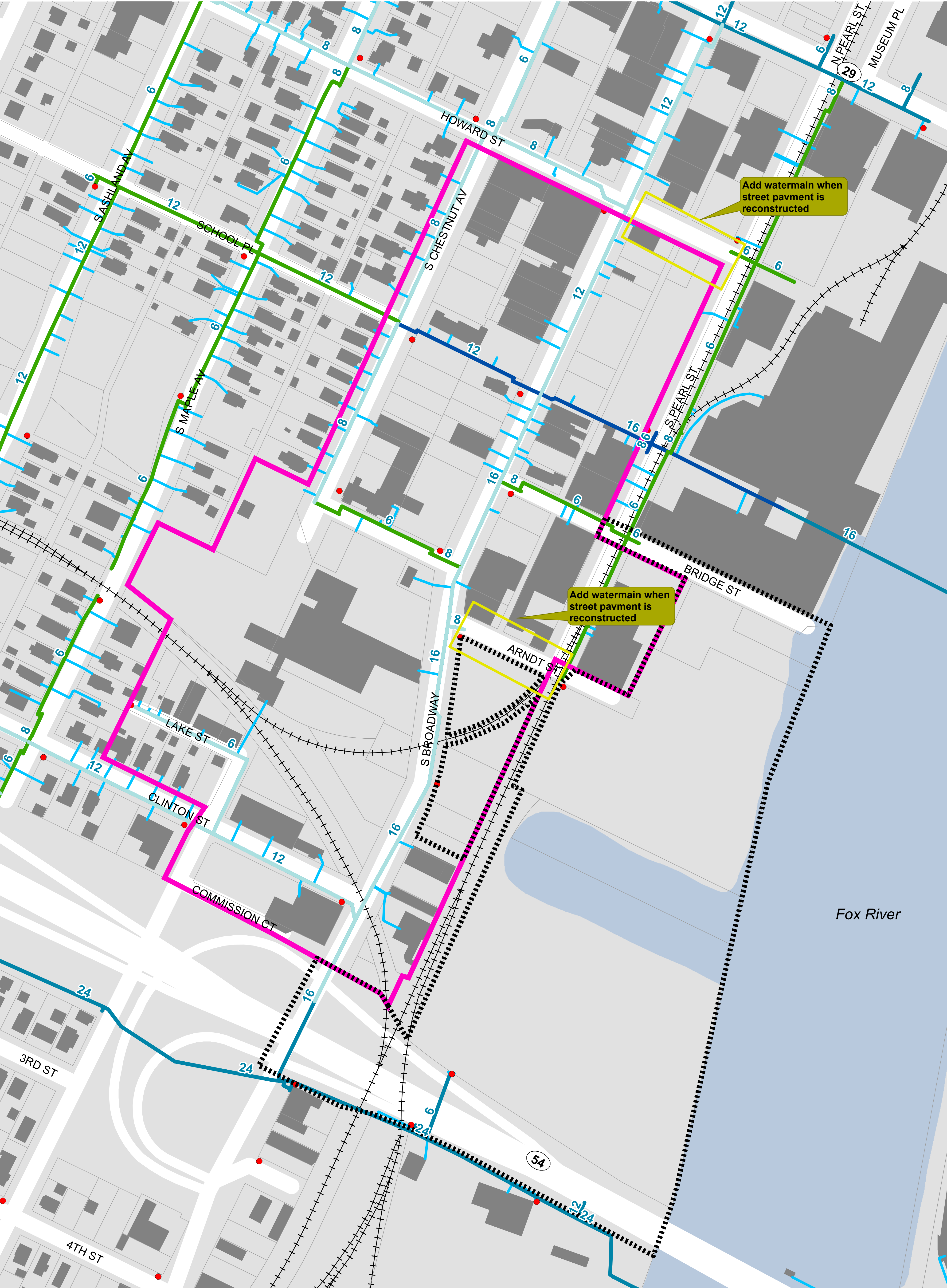
US EPA Shipyard Project
City of Green Bay, WI



- Target Area
- Shipyard
- Parcels
- Building
- River
- Railroad
- Watermain
- Service Laterals
- Hydrants

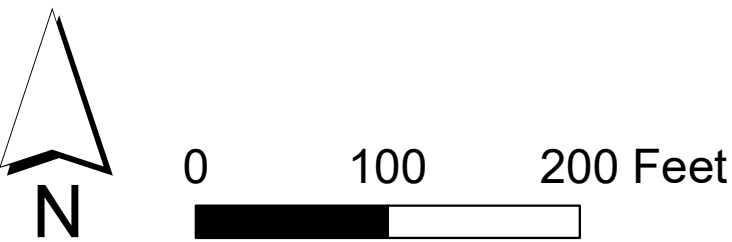
October 2, 2020





Utility - Watermain System Improvements

US EPA Shipyard Project
City of Green Bay, WI

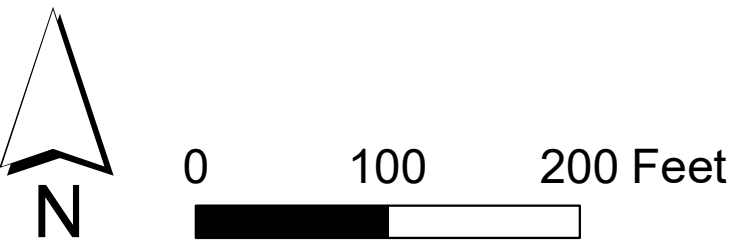


- | | | | |
|--|-------------|--|--|
| | Target Area | | Watermain |
| | Shipyard | | No work needed at this time |
| | Parcels | | Relay watermain - street pavement replaced |
| | Building | | Relay watermain in future |
| | River | | Service Laterals |
| | Railroad | | Hydrants |



Property Value Per S.F. Land Area

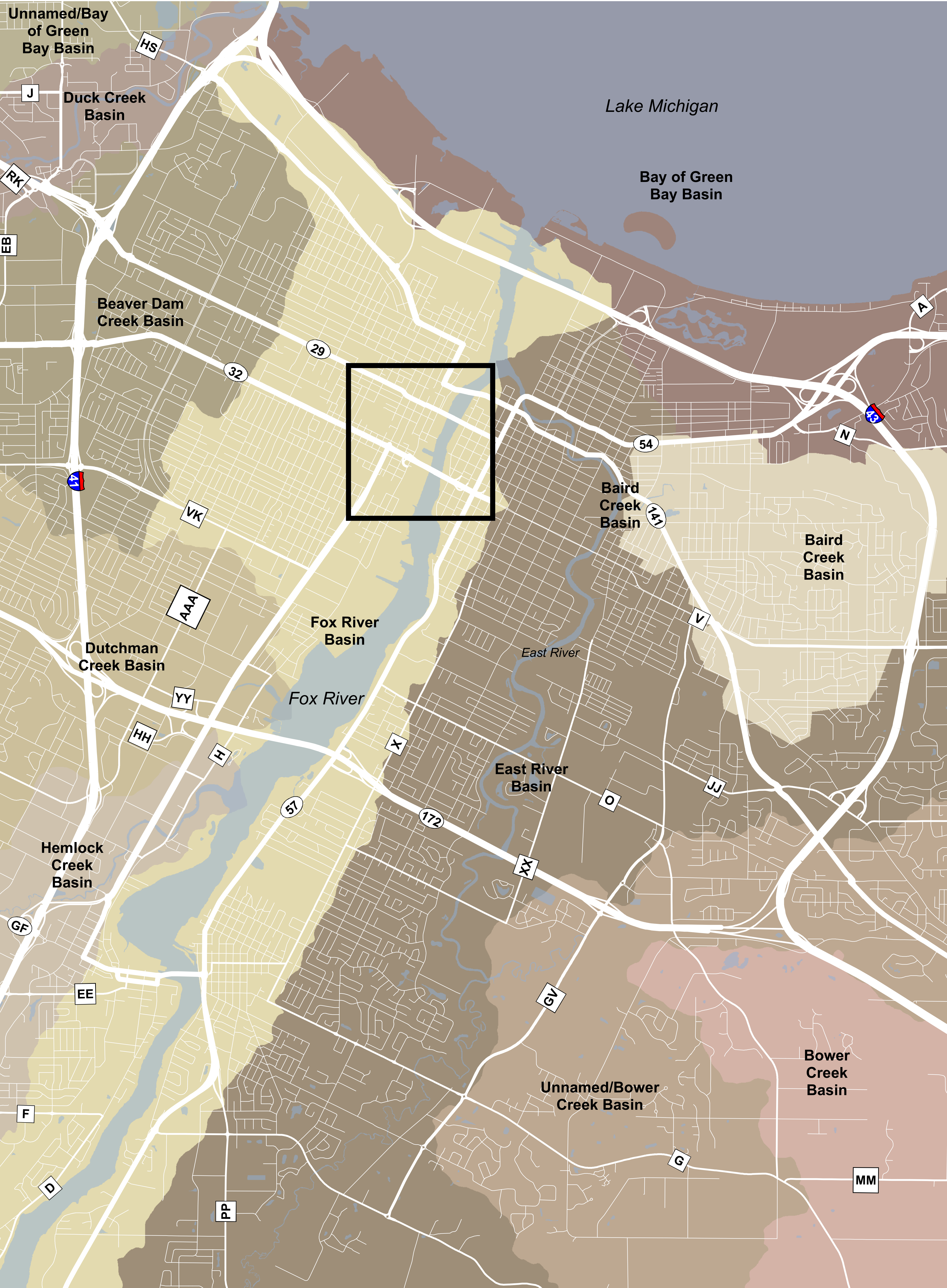
US EPA Shipyard Project
City of Green Bay, WI



- Target
- Shipyard
- River
- Railroad
- Tax Exempt Properties
- \$15 or Less
- \$15 to \$30
- \$30 to \$75
- \$75 or More

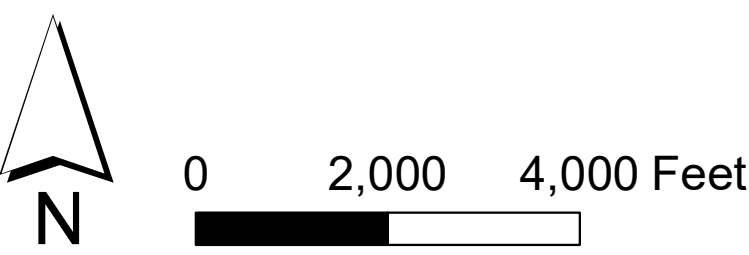
October 2, 2020





Watershed Boundary

US EPA Shipyard Project
City of Green Bay, WI



- | | | | |
|--|------------------|--|--------------------------|
| | Site Boundary | | Fox River |
| | Water Body | | Hemlock Creek |
| | Baird Creek | | Unnamed/Bay of Green Bay |
| | Bay of Green Bay | | Unnamed/Bower Creek |
| | Beaver Dam Creek | | |
| | Bower Creek | | |
| | Duck Creek | | |
| | Dutchman Creek | | |
| | East River | | |

October 2, 2020





Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

March 2, 2021

PREPARED BY

AGENDA ITEM # T.I

Resolution authorizing cancellation of 2020 personal property taxes.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Rescind Brow Beauty Bar 2020 PP taxes



Office of the City Assessor

DATE: February 1, 2021

TO: Finance Committee
City of Green Bay

FROM: Alex Drews
Appraiser II

RE: Adjustment of **2020** PERSONAL PROPERTY Tax Bill

Please be advised that I am recommending that the **2020** tax bill be adjusted for the following PERSONAL PROPERTY account:

<u>ACCT #</u>	<u>BUSINESS NAME</u>	<u>ADDRESS</u>
#30007	Brow Beauty Bar	335 N Washington St Unit B

Reason: There was a data entry error made by the Assessor's Office.
The assets entered were for a different unit in the same building.

The 2020 assessed value of the personal property was \$121,500.
The corrected 2020 personal property assessment is \$15,600.

Refund taxes according to this adjustment.

Cc: Diana Ellenbecker

Request for Charge Back of Rescinded or Refunded Taxes

(Sec. 74.41, Wis. Stats.)

DOR USE ONLY

Case no.

1	Assessment year 2020	Co-muni code 05 - 231	Municipality CITY OF GREEN BAY	County BROWN																																																																								
2	☐ Real estate parcel no. 30007			☒ Personal property account no. Is this parcel in a TID? ☐ No ☒ Yes TID no. 13																																																																								
3	Property owner name BROW BEAUTY BAR			Personal property category (see instructions) 3 Furniture Fixtures and Equipment																																																																								
4	<table border="1"><thead><tr><th colspan="4">Real Estate Assessment BEFORE Adjustment</th><th colspan="4">Assessment AFTER Adjustment</th><th>(g) Total Assessment Difference (c - f)</th></tr><tr><th>Class</th><th>(a) Land</th><th>(b) Improvement</th><th>(c) Total (a + b)</th><th>Class</th><th>(d) Land</th><th>(e) Improvement</th><th>(f) Total (d + e)</th><th></th></tr></thead><tbody><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>0</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>0</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>0</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>0</td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>0</td></tr><tr><td>Total</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td>0</td></tr></tbody></table>				Real Estate Assessment BEFORE Adjustment				Assessment AFTER Adjustment				(g) Total Assessment Difference (c - f)	Class	(a) Land	(b) Improvement	(c) Total (a + b)	Class	(d) Land	(e) Improvement	(f) Total (d + e)										0									0									0									0									0	Total								0
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8	Select the appropriate statute and explanation why these taxes were rescinded or refunded. Statute no(s). 70.43 - Assessor correction of error Explanation: There was a data entry error made by the Assessors Office. The assets entered were for a different unit in the same building.																																																																											

9	Preparer name ALEX DREWS	Email ALEXDR@GREENBAYWI.GOV
		Daytime phone (920) 448-3074

REVISED TAX BILL 2020

BROW BEAUTY BAR
335 N WASHINGTON ST, UNIT B
GREEN BAY, WI 54301

2/1/2021

Calculation for PP category (3) Furniture, Fixtures & Equipment

FILING RECINDED/REFUNDED TAX IN 2021						
			TAX ROLL YEAR		2020	
ACCOUNT #		30007				
LOCATION:		335 N WASHINGTON ST, UNIT B				
ASSESSED VALUE LAND	ASSESSED VALUE PERSONAL PROPERTY	TOTAL ASSESSED VALUE	TAX RATE	TOTAL DUE	ASSESSMENT RATIO	ESTIMATED FAIR MARKET VALUE
-	15,600	15,600	24.62	\$384.10	0.8629	18,100
					Refunded	TOTAL TAX
						\$384.10

2020 TAX BILL CHANGE

BROW BEAUTY BAR
335 N WASHINGTON ST, UNIT B
GREEN BAY, WI 54301

2/1/2021

Calculation for PP category (3) Furniture, Fixtures & Equipment

FILING RECINDED/REFUNDED TAX IN 2021				TAX ROLL YEAR			2020
ACCOUNT #		30007					
LOCATION:		335 N WASHINGTON ST. UNIT B					
ASSESSED VALUE LAND	ASSESSED VALUE PERSONAL PROPERTY	TOTAL ASSESSED VALUE	TAX RATE	TOTAL DUE	ASSESSMENT RATIO	ESTIMATED FAIR MARKET VALUE	
-	(105,900)	(105,900)	24.62	(\$2,607.70)	0.8629	(122,700)	
					Refunded	TOTAL TAX	
						(\$2,607.70)	

2020 ORIGINAL TAX BILL

BROW BEAUTY BAR
335 N WASHINGTON ST, UNIT B
GREEN BAY, WI 54301

2/1/2021

Calculation for PP category (3) Furniture, Fixtures & Equipment

FILING RECINDED/REFUNDED TAX IN 2021				TAX ROLL YEAR		2020	
ACCOUNT #		30007					
LOCATION:		335 N WASHINGTON ST, UNIT B					
ASSESSED VALUE LAND	ASSESSED VALUE PERSONAL PROPERTY	TOTAL ASSESSED VALUE	TAX RATE	TOTAL DUE	ASSESSMENT RATIO	ESTIMATED FAIR MARKET VALUE	
-	121,500	121,500	24.62	\$2,991.80	0.8629	140,800	
					Refunded	TOTAL TAX	
						\$2,991.80	

**RESOLUTION AUTHORIZING CANCELLATION
OF 2020 PERSONAL PROPERTY TAXES**

March 2, 2021

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

That, pursuant to the recommendation of the Finance Committee at its meeting of February 23, 2021, the personal property taxes for 2020 for the following account numbers are hereby cancelled.

<u>Account</u>	<u>Amount</u>
30007	\$2,607.70
Brown Beauty Bar	

Adopted _____

Approved _____

Mayor

Clerk



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

March 2, 2021

PREPARED BY

AGENDA ITEM # T.2

Resolution designating public depositories and authorizing withdrawal of City moneys.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Banks the City can do business with Mar 2021
2. Resolution Public Depositories Mar 2021

RESOLUTION DESIGNATING PUBLIC DEPOSITORIES AND AUTHORIZING WITHDRAWAL OF CITY MONEYS

Green Bay, Wisconsin
March 2, 2021

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

That each of the following banks:

Associated Bank	Investors Community Bank
Bank First National	Johnson Bank
Bank of Luxemburg	JP Morgan Chase *
Bank of Oklahoma	Nicolet National
BMO Harris	US Bank
Community First Credit Union	Wells Fargo
First Business Bank	Wisconsin Bank and Trust
Hometown Bank	

*New addition

(the "Bank"), is qualified as a public depository under Chapter 34, Wisconsin Statutes, is hereby designated as a depository in which the funds of this Municipality may from time to time be deposited; that specifically described account(s) may be opened and maintained in the name of this Municipality with the Bank subject to the rules and regulations of the Bank from time to time in effect; that the person(s) and the number thereof designated by title opposite the specific designation of account(s) shall be authorized, for and on behalf of this Municipality, to sign order checks as provided in Section 66.042, Wis Stat., for payment or withdrawal of money from said account(s) and to issue instructions regarding the same and to endorse for deposit, negotiation, collection or discount by Bank any and all checks, drafts, notes, bills, certificates of deposit or other instruments or orders for the payment of money owned or held by said Municipality; that the endorsement for deposit may be in writing, by stamp, or otherwise, with or without designation of signature of the person so endorsing; and that any officer, agent or employee of this Municipality is hereby authorized to make oral or written requests of the Bank for the transfer of funds or money between accounts maintained by the Municipality at the Bank.

FURTHER RESOLVED, that the Bank be and is hereby authorized and directed to honor, certify, pay and charge to any of the accounts of this Municipality, all order checks for the payment, withdrawal or transfer of funds or money deposited in these accounts or to the credit of this Municipality for whatever purpose or to whomever payable, including requests for conversion of such instruments into cash as well as for deduction from and payment of cash out of any deposit, and whether or not payable to, endorsed or negotiated by or for the credit of any persons signing such instrument or payable to or for the credit of any other officer, agent or employee of this Municipality, when signed, accepted, endorsed or approved as evidenced by original or facsimile signature by the person(s), and the number thereof, designated by title opposite the designation of the accounts described in the foregoing resolution, and to honor any request(s) made in accordance with the foregoing resolution, whether written or oral, and including but not limited to, request(s) made by telephone or other electronic means, for the transfer of funds or money between accounts maintained by this Municipality at the Bank, and the Bank shall not be required or under any duty to inquire as to the circumstances of the issuance or use of any such instrument or request or the application or use of proceeds thereof.

FURTHER RESOLVED, that the Bank be and is hereby authorized to comply with any process, summons, order, injunction, execution, distraint, levy, lien, or notice of any kind (hereafter called "Process") received by or served upon the Bank, by which, in the Bank's opinion, another person or entity claims an interest in any of these accounts and Bank may, at its option and without liability, thereupon refuse to honor orders to pay or withdraw sums from these accounts and may hold the balance therein until Process is disposed of to Bank's satisfaction.

FURTHER RESOLVED, that any one of the persons holding the offices of this Municipality which may be designated are hereby authorized (1) to receive for and on behalf of this Municipality, securities, currency or any other property of whatever nature held by, sent to, consigned to or delivered to the Bank for the account of or for delivery to this Municipality, and to give receipt therefor, and the Bank is hereby authorized to make delivery of such property in accordance herewith, (2) to sell, transfer, endorse for sale or otherwise authorize the sale or

transfer of securities or any other property of whatever nature held by, sent to, consigned to or delivered to the Bank for the account of or for delivery to this Municipality, and to receive and/or apply the proceeds of any such sale to the credit of this Municipality in any such manner as he/she/they deem(s) proper, and the Bank is hereby authorized to make a sale or transfer of any of the aforementioned property in accordance herewith, and (3) pursuant to Section 34.07, Wis. Stats., to accept such security and to execute such documents as said officer deems proper and necessary to secure the funds of this Municipality and to issue instructions regarding the same.

FURTHER RESOLVED, that this Municipality assumes full responsibility for any and all payments made or any other actions taken by the Bank in reliance upon the signatures, including facsimiles thereof, of any person or persons holding the offices of this Municipality which may be designated regardless of whether or not the use of a facsimile signature was unlawful or unauthorized and regardless of by whom or by what means the purported signature or facsimile signature may have been affixed to any instrument if such signatures resemble the specimen or facsimile signatures provided to the Bank, for refusing to honor any signatures not provided to the Bank, for honoring any requests for the transfer of funds or money between accounts or for the instructions from the persons designated in the foregoing resolutions regarding security for the accounts notwithstanding any inconsistent requirements of this Municipality not expressed in the foregoing resolutions, and that this Municipality agrees to indemnify and hold harmless the Bank against any and all claims, demands, losses, costs, damages or expenses suffered or incurred by the Bank resulting from or arising out of any such payment or other action.

FURTHER RESOLVED, that the Clerk of this Municipality be and hereby is authorized and directed to certify to the Bank the foregoing resolutions, that the provisions thereof are in conformity with law, the names, incumbencies and specimen or facsimile signature(s) on signature cards of the officer or officers named therein, and that the foregoing resolutions and signature cards and the authority thereby conferred shall remain in full force and effect until this Municipality notifies the Cashier of Bank to the contrary in writing; and the Bank may conclusively presume that such resolutions and signature cards are in effect and that the persons who may be identified from time to time as officers of the Municipality have been duly elected or appointed to and continue to hold such offices.

Adopted: _____, 2021

Approved: _____, 2021

Mayor

ATTEST:

City Clerk

RESOLUTION DESIGNATING PUBLIC DEPOSITORIES AND AUTHORIZING WITHDRAWAL OF CITY MONEYS

Green Bay, Wisconsin
March 2, 2021

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

That each of the following banks:

Associated Bank	Investors Community Bank
Bank First National	Johnson Bank
Bank of Luxemburg	JP Morgan Chase *
Bank of Oklahoma	Nicolet National
BMO Harris	US Bank
Community First Credit Union	Wells Fargo
First Business Bank	Wisconsin Bank and Trust
Hometown Bank	

*New addition

(the "Bank"), is qualified as a public depository under Chapter 34, Wisconsin Statutes, is hereby designated as a depository in which the funds of this Municipality may from time to time be deposited; that specifically described account(s) may be opened and maintained in the name of this Municipality with the Bank subject to the rules and regulations of the Bank from time to time in effect; that the person(s) and the number thereof designated by title opposite the specific designation of account(s) shall be authorized, for and on behalf of this Municipality, to sign order checks as provided in Section 66.042, Wis Stat., for payment or withdrawal of money from said account(s) and to issue instructions regarding the same and to endorse for deposit, negotiation, collection or discount by Bank any and all checks, drafts, notes, bills, certificates of deposit or other instruments or orders for the payment of money owned or held by said Municipality; that the endorsement for deposit may be in writing, by stamp, or otherwise, with or without designation of signature of the person so endorsing; and that any officer, agent or employee of this Municipality is hereby authorized to make oral or written requests of the Bank for the transfer of funds or money between accounts maintained by the Municipality at the Bank.

FURTHER RESOLVED, that the Bank be and is hereby authorized and directed to honor, certify, pay and charge to any of the accounts of this Municipality, all order checks for the payment, withdrawal or transfer of funds or money deposited in these accounts or to the credit of this Municipality for whatever purpose or to whomever payable, including requests for conversion of such instruments into cash as well as for deduction from and payment of cash out of any deposit, and whether or not payable to, endorsed or negotiated by or for the credit of any persons signing such instrument or payable to or for the credit of any other officer, agent or employee of this Municipality, when signed, accepted, endorsed or approved as evidenced by original or facsimile signature by the person(s), and the number thereof, designated by title opposite the designation of the accounts described in the foregoing resolution, and to honor any request(s) made in accordance with the foregoing resolution, whether written or oral, and including but not limited to, request(s) made by telephone or other electronic means, for the transfer of funds or money between accounts maintained by this Municipality at the Bank, and the Bank shall not be required or under any duty to inquire as to the circumstances of the issuance or use of any such instrument or request or the application or use of proceeds thereof.

FURTHER RESOLVED, that the Bank be and is hereby authorized to comply with any process, summons, order, injunction, execution, distraint, levy, lien, or notice of any kind (hereafter called "Process") received by or served upon the Bank, by which, in the Bank's opinion, another person or entity claims an interest in any of these accounts and Bank may, at its option and without liability, thereupon refuse to honor orders to pay or withdraw sums from these accounts and may hold the balance therein until Process is disposed of to Bank's satisfaction.

FURTHER RESOLVED, that any one of the persons holding the offices of this Municipality which may be designated are hereby authorized (1) to receive for and on behalf of this Municipality, securities, currency or any other property of whatever nature held by, sent to, consigned to or delivered to the Bank for the account of or for delivery to this Municipality, and to give receipt therefor, and the Bank is hereby authorized to make delivery of such property in accordance herewith, (2) to sell, transfer, endorse for sale or otherwise authorize the sale or

transfer of securities or any other property of whatever nature held by, sent to, consigned to or delivered to the Bank for the account of or for delivery to this Municipality, and to receive and/or apply the proceeds of any such sale to the credit of this Municipality in any such manner as he/she/they deem(s) proper, and the Bank is hereby authorized to make a sale or transfer of any of the aforementioned property in accordance herewith, and (3) pursuant to Section 34.07, Wis. Stats., to accept such security and to execute such documents as said officer deems proper and necessary to secure the funds of this Municipality and to issue instructions regarding the same.

FURTHER RESOLVED, that this Municipality assumes full responsibility for any and all payments made or any other actions taken by the Bank in reliance upon the signatures, including facsimiles thereof, of any person or persons holding the offices of this Municipality which may be designated regardless of whether or not the use of a facsimile signature was unlawful or unauthorized and regardless of by whom or by what means the purported signature or facsimile signature may have been affixed to any instrument if such signatures resemble the specimen or facsimile signatures provided to the Bank, for refusing to honor any signatures not provided to the Bank, for honoring any requests for the transfer of funds or money between accounts or for the instructions from the persons designated in the foregoing resolutions regarding security for the accounts notwithstanding any inconsistent requirements of this Municipality not expressed in the foregoing resolutions, and that this Municipality agrees to indemnify and hold harmless the Bank against any and all claims, demands, losses, costs, damages or expenses suffered or incurred by the Bank resulting from or arising out of any such payment or other action.

FURTHER RESOLVED, that the Clerk of this Municipality be and hereby is authorized and directed to certify to the Bank the foregoing resolutions, that the provisions thereof are in conformity with law, the names, incumbencies and specimen or facsimile signature(s) on signature cards of the officer or officers named therein, and that the foregoing resolutions and signature cards and the authority thereby conferred shall remain in full force and effect until this Municipality notifies the Cashier of Bank to the contrary in writing; and the Bank may conclusively presume that such resolutions and signature cards are in effect and that the persons who may be identified from time to time as officers of the Municipality have been duly elected or appointed to and continue to hold such offices.

Adopted: _____, 2021

Approved: _____, 2021

Mayor

ATTEST:

City Clerk

**RESOLUTION TO ACCEPT SIDEWALKS
AND ISSUE ASSESSMENTS
March 2, 2021**

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

That the following sidewalks built on the following streets by Al Dix Concrete Inc., under its contract duly awarded on July 2, 2020, be and are hereby accepted and that the City Clerk be and is hereby instructed to give the usual thirty (30) days notice relative to the payment of said sidewalks.

AND, BE IT FURTHER RESOLVED, that the City Clerk be and is hereby instructed to issue certificates payable to the City of Green Bay against the abutting property according to the final assessments on file, and a schedule of assessments shall be payable annually extending for a period not to exceed five (5) years at an interest rate of three and seventy seven hundredths of a percent (3.77%) per annum, and shall be charged to the particular property against which assessments have been made.

Adopted _____, 2021

Approved _____, 2021

Mayor

ATTEST:

City Clerk

jld

SPAS-CouncilResolution

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
12126						
DISTRICT 1	21-1111-D-309	JAMES A STEFFEL, ETAL NOAH J STEFFEL 3070 CORNELIUS CT GREEN BAY WI 54311-5914	3070 CORNELIUS CT SCHMITT PARK ADD #5 LOT 1 B LK 21	123.00 Sq Ft @	7.75 Sq/Ft	953.25
Parcel Total Charges						953.25
DISTRICT 1	21-324-2	GUMARO GONZALEZRUBIO GUMARO GONZALEZ RUBIO 2975 HUMBOLDT RD GREEN BAY WI 54311-5777	2975 HUMBOLDT RD LOT 2 VOL 7 CSM PAGE 173	22.50 Sq Ft @	7.75 Sq/Ft	174.38
Parcel Total Charges						174.38
DISTRICT 2	21-3852	CHERYL SIMONET 552 MENLO PARK RD GREEN BAY WI 54302-4852	552 MENLO PARK RD DELWICHE ESTATES #1 LOT 26	43.00 Sq Ft @	7.75 Sq/Ft	333.25
Parcel Total Charges						333.25
DISTRICT 2	21-82-1	LINDA J GLASS 112 LITTLE SWISS PL GREEN BAY WI 54302-4924	110 LITTLE SWISS PL LOT 2 VOL 7 CSM PAGE 385	99.00 Sq Ft @ 175.50 Sq Ft @	8.00 Sq/Ft 7.75 Sq/Ft	792.00 1360.13
Parcel Total Charges						2152.13
DISTRICT 3	21-1110-M-125	JASON E CHARLES 631 BELLEVUE ST GREEN BAY WI 54302	1105 ABRAMS ST MEACHAMS HICKORY WOOD SUB #4 LOT 10 BLK 9	50.50 Sq Ft @	7.75 Sq/Ft	391.38
Parcel Total Charges						391.38
DISTRICT 3	21-2036-L-1	DANIEL F NELIS 460 DUTTON AVE GREEN BAY WI 54304	440 WAYFARER WAY HILLSIDE ADDN LOT 1 BLK 1	-50.00 Sq Ft @ -46.00 Sq Ft @ 46.00 Sq Ft @ 50.00 Sq Ft @	8.40 Sq/Ft 7.50 Sq/Ft 7.50 Sq/Ft 8.40 Sq/Ft	-420.00 -345.00 345.00 420.00
Parcel Total Charges						0.00
DISTRICT 3	21-2484	ANTHONY M GLOUDEMANS 620 SCHOEN ST GREEN BAY WI 54302	620 SCHOEN ST SCHOEN SUBD LOT 9 BLK 1	49.50 Sq Ft @	7.75 Sq/Ft	383.63
Parcel Total Charges						383.63
DISTRICT 3	21-2498	TIMOTHY A & JENNIFER C FRIGGE 512 SCHOEN ST GREEN BAY WI 54302-3227	512 SCHOEN ST SCHOEN SUBD LOT 4 BLK 2	51.00 Sq Ft @ 96.00 Sq Ft @	8.00 Sq/Ft 7.75 Sq/Ft	408.00 744.00
Parcel Total Charges						1152.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 3	21-2795	JEWEL A & THOMAS C MOULE JEWEL A MOULE 417 SCHWARTZ ST GREEN BAY WI 54302	417 SCHWARTZ ST BENOIT WITTIGS ADDN LOT 20			
				72.00 Sq Ft @	8.00 Sq/Ft	576.00
				133.00 Sq Ft @	7.75 Sq/Ft	1030.75
				Parcel Total Charges		1606.75
DISTRICT 3	21-460-2-3	BARBARA A FREEMAN 1654 FIESTA LN GREEN BAY WI 54302-2222	1654 FIESTA LN ASTORS SUB OF N 1/2 PC 9 E E 68 FT OF W 563 FT OF N 124 FT OF THAT PRT OF LOT 2 LYG E OF BELLEVUE ST & S OF FIESTA LANE .19A			
				21.50 Sq Ft @	8.00 Sq/Ft	172.00
				69.00 Sq Ft @	7.75 Sq/Ft	534.75
				Parcel Total Charges		706.75
DISTRICT 4	16-161	PHILIP A NELSON, ETAL PHILIP A NELSON & BARBARA L RICHMOND 918 S JACKSON ST GREEN BAY WI 54301-3518	918 S JACKSON ST PLAT OF ASTOR LOT 4 BLK 77			
				183.90 Sq Ft @	7.75 Sq/Ft	1425.23
				Parcel Total Charges		1425.23
DISTRICT 4	16-181	GAZELEY REVOCABLE TRUST OF 2011 1044 S JACKSON ST GREEN BAY WI 54301-3236	1044 S JACKSON ST PLAT OF ASTOR LOT 8 BLK 78			
				76.90 Sq Ft @	8.00 Sq/Ft	615.20
				106.50 Sq Ft @	7.75 Sq/Ft	825.38
				Parcel Total Charges		1440.58
DISTRICT 4	16-71	JAMES R & SYLVIA S GRAEFE 1044 S MONROE AVE GREEN BAY WI 54301-3206	1044 S MONROE AVE PLAT OF ASTOR LOTS 7-8-9 BL K 68 & PRT VAC MADISON ST & PRT BLK 160 EXT W TO C M & ST P RR AS DES IN J8218-45			
				61.50 Sq Ft @	7.75 Sq/Ft	476.63
				Parcel Total Charges		476.63
DISTRICT 4	17-1104	DANIEL L MUESBECK, ETAL 1438 KURTZ AVE GREEN BAY WI 54301-3824	1438 KURTZ AVE CADY LAND COS 1ST ADDN LOTS 14 & 15 BLK B			
				74.50 Sq Ft @	7.75 Sq/Ft	577.38
				Parcel Total Charges		577.38
DISTRICT 4	17-140	EMILY C & NATHAN C NASS 1120 ELIZA ST GREEN BAY WI 54301-3133	1120 ELIZA ST PLAT OF ASTOR LOT 11 BLK 111			
				26.50 Sq Ft @	8.00 Sq/Ft	212.00
				47.50 Sq Ft @	7.75 Sq/Ft	368.13
				Parcel Total Charges		580.13
DISTRICT 4	17-200	ELEANOR R GEORGIA 1174 GRIGNON ST GREEN BAY WI 54301-3019	1174 GRIGNON ST PLAT OF ASTOR N 120 FT OF L OT 1 BLK 113			
				96.50 Sq Ft @	8.00 Sq/Ft	772.00
				652.60 Sq Ft @	7.75 Sq/Ft	5057.65
				Parcel Total Charges		5829.65

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 4	17-205	LISA R & MICHAEL L PRITZL 1150 GRIGNON ST GREEN BAY WI 54301-3019	1150 GRIGNON ST PLAT OF ASTOR LOT 6 BLK 113			
				73.10 Sq Ft @	8.00 Sq/Ft	584.80
				167.50 Sq Ft @	7.75 Sq/Ft	1298.13
				Parcel Total Charges		1882.93
DISTRICT 4	17-36	STEVE G BEERNTSEN 1026 S CLAY ST GREEN BAY WI 54301-3124	1026 S CLAY ST PLAT OF ASTOR LOT 5 BLK 93			
				29.50 Sq Ft @	7.75 Sq/Ft	228.63
				Parcel Total Charges		228.63
DISTRICT 4	17-502	GARRETT L JELINEK 1345 PORLIER ST GREEN BAY WI 54301-3332	1345 PORLIER ST PLAT OF ASTOR LOT 19 BLK 133			
				27.00 Sq Ft @	7.75 Sq/Ft	209.25
				Parcel Total Charges		209.25
DISTRICT 4	17-557	MARIA SONIA DIAZ 1369 EMILIE ST GREEN BAY WI 54301-3111	1369 EMILIE ST PLAT OF ASTOR S 90 FT OF LO T 15 BLK 135			
				36.50 Sq Ft @	7.75 Sq/Ft	282.88
				62.00 Sq Ft @	8.00 Sq/Ft	496.00
				Parcel Total Charges		778.88
DISTRICT 4	17-559	MICHELLE L & JAMES R KOERNER 1363 EMILIE ST GREEN BAY WI 54301-3111	1363 EMILIE ST PLAT OF ASTOR LOT 16 BLK 135			
				9.50 Sq Ft @	7.75 Sq/Ft	73.63
				49.00 Sq Ft @	8.00 Sq/Ft	392.00
				Parcel Total Charges		465.63
DISTRICT 4	17-563	MARK R WILLIQUETTE, ETAL MARK R WILLIQUETTE & KYLEE M TURNQUIST 1339 EMILIE ST GREEN BAY WI 54301-3111	1339 EMILIE ST PLAT OF ASTOR LOT 20 BLK 135			
				24.50 Sq Ft @	8.00 Sq/Ft	196.00
				25.00 Sq Ft @	7.75 Sq/Ft	193.75
				Parcel Total Charges		389.75
DISTRICT 4	17-565	JAMES W HANSEN, ETAL JAMES W HANSEN & ERICA M JENSEN 1327 EMILIE ST GREEN BAY WI 54301-3111	1327 EMILIE ST PLAT OF ASTOR LOT 22 BLK 135			
				71.00 Sq Ft @	7.75 Sq/Ft	550.25
				Parcel Total Charges		550.25
DISTRICT 4	17-566	LINDSAY R & NATHANIEL E DORFF 1321 EMILIE ST GREEN BAY WI 54301	1321 EMILIE ST PLAT OF ASTOR LOT 23 BLK 135			
				25.50 Sq Ft @	7.75 Sq/Ft	197.63
				65.00 Sq Ft @	8.00 Sq/Ft	520.00
				Parcel Total Charges		717.63

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT	17-585	MICHAEL K & KATHRYN A PEOT	1134 S BAIRD ST			
4		1134 S BAIRD ST GREEN BAY WI 54301-3106	PLAT OF ASTOR S 60 FT OF LO TS 14 & 15 BLK 136			
				81.00 Sq Ft @	8.00 Sq/Ft	648.00
				298.10 Sq Ft @	7.75 Sq/Ft	2310.28
			Parcel Total Charges			2958.28
DISTRICT	17-642	STEPHEN P & VILLINA C GEORGEL	1103 S BAIRD ST			
4		1103 S BAIRD ST GREEN BAY WI 54301-3105	PLAT OF ASTOR NLY 81 1/4 FT OF LOTS 13 & 14 BLK 139			
				122.50 Sq Ft @	7.75 Sq/Ft	949.38
			Parcel Total Charges			949.38
DISTRICT	17-98	MATTHEW A & JANET M SECORA	1140 LAWE ST			
4		2186 DEER POINT LN DE PERE WI 54115-8456	PLAT OF ASTOR LOT 8 BLK 110			
				25.50 Sq Ft @	8.00 Sq/Ft	204.00
			Parcel Total Charges			204.00
DISTRICT	17-99	MATTHEW A & JANET M SECORA	1136 LAWE ST			
4		2186 DEER POINT LN DE PERE WI 54115-8456	PLAT OF ASTOR LOT 9 BLK 110			
				26.50 Sq Ft @	7.75 Sq/Ft	205.38
			Parcel Total Charges			205.38
DISTRICT	21-1443-28	LEOPOLDO JIMENEZALVARADO, ETAL	1642 CHICAGO ST			
4		LEOPOLDO JIMENEZ ALVARADO 1642 CHICAGO ST GREEN BAY WI 54302-2858	BOERSCHINGERS PLAT LOT 7 BL K 3			
				278.50 Sq Ft @	7.75 Sq/Ft	2158.38
			Parcel Total Charges			2158.38
DISTRICT	19-231	MARK W & JO ANNE PIEPENBURG	1524 ELLIS ST			
5		1524 ELLIS ST GREEN BAY WI 54302-1744	J M SMITHS ADD LOT 147 & 1/2 VACATED ALLEY ADJ			
				78.50 Sq Ft @	7.75 Sq/Ft	608.38
				82.80 Sq Ft @	7.75 Sq/Ft	641.70
			Parcel Total Charges			1250.08
DISTRICT	21-1978-1	CHERYL A & FRANCIS W VLIES	1585 DECKNER AVE			
5		FRANCIS W VLIES 718 E MISSION RD GREEN BAY WI 54301-1714	HAGEMEISTER REFEREE PLAT EX HIBIT A W 62.5 FT OF S 120 FT OF LOT D LYG N OF ROAD			
				42.80 Sq Ft @	8.00 Sq/Ft	342.40
				48.30 Sq Ft @	7.75 Sq/Ft	374.33
			Parcel Total Charges			716.73
DISTRICT	21-2678-15	KELLY P GREENE	513 LARSCHEID ST			
5		513 LARSCHEID ST GREEN BAY WI 54302	SUBDIVISION OF LOT 79 IN SU BD #1 IN NEWBERRYS ADDITION LOT 9 BLK 2			
				25.00 Sq Ft @	7.75 Sq/Ft	193.75
				69.00 Sq Ft @	8.00 Sq/Ft	552.00
			Parcel Total Charges			745.75

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 5	8-56	BONNIE L FLORY 1494 MORROW ST GREEN BAY WI 54302-1735	1494 MORROW ST OAK GROVE LOT 78 EXC E 2 FT ALSO N1/2 OF VAC ALLEY ADJ			
				186.80 Sq Ft @	7.75 Sq/Ft	1447.70
				Parcel Total Charges		1447.70
DISTRICT 7	13-107-A	U SAVE AMERICA LLC 403 S JEFFERSON ST GREEN BAY WI 54301-4118	403 S JEFFERSON ST PLAT OF ASTOR W 110.75 FT OF LOTS 13 & 14 BLK 22			
				25.00 Sq Ft @	8.50 Sq/Ft	212.50
				83.20 Sq Ft @	8.50 Sq/Ft	707.20
				251.10 Sq Ft @	7.75 Sq/Ft	1946.03
				386.60 Sq Ft @	7.75 Sq/Ft	2996.15
			Parcel Total Charges			5861.88
DISTRICT 7	13-120	DANIEL E & PATRICIA A COLVIN 2080 WINTERGREEN CT GREEN BAY WI 54304-1946	325 S JEFFERSON ST PLAT OF ASTOR LOT 12 BLK 23			
				27.00 Sq Ft @	8.00 Sq/Ft	216.00
				111.80 Sq Ft @	7.75 Sq/Ft	866.45
				Parcel Total Charges		1082.45
DISTRICT 7	18-1389	MARGARET M & PATRICIA E VANLANGENDON 7142 LOWER RD SOBIESKI WI 54171	808 ROY AVE VANDALE SUBD LOT 23 BLK 1			
				50.50 Sq Ft @	8.00 Sq/Ft	404.00
				66.50 Sq Ft @	7.75 Sq/Ft	515.38
				Parcel Total Charges		919.38
DISTRICT 7	18-853	DAWN M BYRNE 902 MATHER ST GREEN BAY WI 54303-3640	902 MATHER ST MORROW SUB OF LOT 7 WHITNEY OR LAVENTURE CLAIM PRT OF LOTS 20 & 21 DES IN 177 D 134 & 2 FT DES IN 188 D 269 & PRT DES IN 742 R 630 & PR T IN 820 R 552 EX 950 R 142			
				26.50 Sq Ft @	8.00 Sq/Ft	212.00
				125.50 Sq Ft @	7.75 Sq/Ft	972.63
				Parcel Total Charges		1184.63
DISTRICT 7	5-1404	NEWJOY INVESTMENTS LLC 317 E 15TH ST KAUKAUNA WI 54130	882 KELLOGG ST MILITARY RESERVE LOT 263 N OF KELLOGG ST EXC N 1/4 ALSO THE S 1/2 OF THAT PART OF LOT 264 LYING BETW ELMORE & KELLOGG ST EXC THE S 140 FT			
				24.80 Sq Ft @	8.00 Sq/Ft	198.40
				78.00 Sq Ft @	7.75 Sq/Ft	604.50
				Parcel Total Charges		802.90
DISTRICT 7	5-275	CHRISTOPHER M LAHEY 629 NORTHERN AVE GREEN BAY WI 54303-3612	629 NORTHERN AVE NORTHMOOR ADD LOT 13 BLK 1			
				64.80 Sq Ft @	7.75 Sq/Ft	502.20
				Parcel Total Charges		502.20

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 7	5-739	TINA M VANDENPLAS TINA M VAN DEN PLAS 1054 KELLOGG ST GREEN BAY WI 54303-2969	1054 KELLOGG ST J C DOCTERS ADD LOT 9 BLK 1			
				32.90 Sq Ft @	8.00 Sq/Ft	263.20
				241.70 Sq Ft @	7.75 Sq/Ft	1873.18
				Parcel Total Charges		2136.38
DISTRICT 7	5-984	EBINAL INVESTMENTS LLC 2811 E PENNWOOD CI GREEN BAY WI 54301-2850	416 N MAPLE AVE ELMORES ADD LOT 94			
				72.10 Sq Ft @	7.75 Sq/Ft	558.78
				Parcel Total Charges		558.78
DISTRICT 7	8-198	JOHNNY J LOFTON 731 N IRWIN AVE GREEN BAY WI 54302	731 N IRWIN AVE GOTTFRIED LEIDELS ADDN LOT 1 BLK A			
				24.50 Sq Ft @	8.00 Sq/Ft	196.00
				501.30 Sq Ft @	7.75 Sq/Ft	3885.08
				Parcel Total Charges		4081.08
DISTRICT 8	1-1485	JACOB J & GRETCHEN A ROUSE 1136 MARQUETTE AVE GREEN BAY WI 54304-2418	1136 MARQUETTE AVE MARQUETTE PARK LOT 10 BLK 3			
				50.00 Sq Ft @	7.75 Sq/Ft	387.50
				75.00 Sq Ft @	8.00 Sq/Ft	600.00
				Parcel Total Charges		987.50
DISTRICT 8	1-2047	BRIDGET CARNEY 1029 ROCKDALE ST GREEN BAY WI 54304	1029 ROCKDALE ST PLAT OF SOUTH PARK ACRES LOT 2 BLK D			
				25.50 Sq Ft @	7.75 Sq/Ft	197.63
				Parcel Total Charges		197.63
DISTRICT 8	1-2159	MICHAEL H & MAUREEN E BOKUNEVITZ 1214 THORNDALE ST GREEN BAY WI 54304-3917	1214 THORNDALE ST THORNDALE SUB LOT 11 BLK 1			
				50.50 Sq Ft @	7.75 Sq/Ft	391.38
				Parcel Total Charges		391.38
DISTRICT 8	1-2176	RITA M BUECHNER 1242 THORNDALE ST GREEN BAY WI 54304-3946	1242 THORNDALE ST THORNDALE SUB LOT 2 BLK 3			
				76.50 Sq Ft @	8.00 Sq/Ft	612.00
				173.00 Sq Ft @	7.75 Sq/Ft	1340.75
				Parcel Total Charges		1952.75
DISTRICT 8	1-2422	BARBARA NOGGLE 1131 ROCKDALE ST GREEN BAY WI 54304-3311	1131 ROCKDALE ST WALTER BASTENS SUB #2 LOT 5 BLK 2			
				58.50 Sq Ft @	8.00 Sq/Ft	468.00
				180.00 Sq Ft @	7.75 Sq/Ft	1395.00
				Parcel Total Charges		1863.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT	1-293	JASON M STENDER	1312 WIRTZ AVE DUDLEY ADD LOT 10 BLK 2			
8		1312 WIRTZ AVE GREEN BAY WI 54304-3404		50.50 Sq Ft @	7.75 Sq/Ft	391.38
			Parcel Total Charges			391.38
DISTRICT	1-388-1	DANA & MARTIN PONCE	1092 LANGLADE AVE E W GILSDORFS SUB #1 S 126 FT OF LOT 8			
8		1092 LANGLADE AVE GREEN BAY WI 54304-3371		77.20 Sq Ft @	7.75 Sq/Ft	598.30
			Parcel Total Charges			598.30
DISTRICT	1-414	KEVIN W WASKOWIAK	1171 NINTH ST E W GILSDORF SUBD #3 OF LOT 63 OF TANKS SUBD OF PC 2-9 LOT 16 EX 354 D 308 & E X S 110 FT OF N 252 FT			
8		1171 NINTH ST GREEN BAY WI 54304-3254		25.00 Sq Ft @	7.75 Sq/Ft	193.75
				25.50 Sq Ft @	8.00 Sq/Ft	204.00
			Parcel Total Charges			397.75
DISTRICT	2-1416	JOSEPH A GAGNON	801 TOMMARK ST FRANKLIN SUBD LOT 28 BLK 3			
8		801 TOMMARK ST GREEN BAY WI 54304-2353		352.50 Sq Ft @	7.75 Sq/Ft	2731.88
			Parcel Total Charges			2731.88
DISTRICT	3-1175-F	KAREN L RUDEPIERCE KAREN L RUDE PIERCE 225 S ONEIDA ST GREEN BAY WI 54303-1955	225 S ONEIDA ST THAT PRT OF N 1/3 OF VACANT STRIP AS DESC IN 306 D 1 & PRT OF VACANT STRIP DESC IN 1603146			
8				71.50 Sq Ft @	7.75 Sq/Ft	554.13
			Parcel Total Charges			554.13
DISTRICT	6-267	MOUA INVESTMENTS LLC	203 ALVINA ST THE SLY 89 FT OF THE W1/2 OF PCL A OF 1 CSM 183 BNG PRT OF PC 1 WSFR			
8		2542 VAN RITE CT GREEN BAY WI 54311-6256		28.50 Sq Ft @	8.00 Sq/Ft	228.00
				119.00 Sq Ft @	7.75 Sq/Ft	922.25
			Parcel Total Charges			1150.25
DISTRICT	6-547-B	JOAN C & RICHARD A PATNODE	1336 S LOCUST ST 8,698 SFS1/2 OF LOT 11 BLK 66 PEETERS SUBD LYG BTWN S/L OF RUSSELL ST & N/L OF LANGLADE AV			
8		1336 S LOCUST ST GREEN BAY WI 54304-3163		226.00 Sq Ft @	7.75 Sq/Ft	1751.50
			Parcel Total Charges			1751.50
DISTRICT	1-243	ALECIA K HOMA	874 SEVENTH ST PINE CREST ADDN E 1/2 OF LOTS 6 & 7 BLK 6			
9		874 SEVENTH ST GREEN BAY WI 54304-2676		51.00 Sq Ft @	8.00 Sq/Ft	408.00
				101.50 Sq Ft @	7.75 Sq/Ft	786.63
			Parcel Total Charges			1194.63
DISTRICT	1-662	CHRISTINA L BOHMER	1203 TWELFTH AVE WEST SIDE HILL SLY 56 FT OF THE W1/2 OF LOT 15			
9		1203 TWELFTH AVE GREEN BAY WI 54304-2646		26.00 Sq Ft @	7.75 Sq/Ft	201.50

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 9	1-861	MARY JANE CHARLIER 1223 S CHESTNUT AVE GREEN BAY WI 54304-2764	1223 S CHESTNUT AVE TANKS 4TH ADD LOT 16 BLK 27	44.50 Sq Ft @	8.00 Sq/Ft	356.00
				Parcel Total Charges		557.50
				49.70 Sq Ft @	8.00 Sq/Ft	397.60
				214.40 Sq Ft @	7.75 Sq/Ft	1661.60
DISTRICT 9	2-185	GEORGE B & ROSE M BOLSEN 828 S BROADWAY GREEN BAY WI 54304-2735	828 S BROADWAY TANKS 1ST ADDN LOT 108 & LOT 106 EX SOUTH 43.5 FT BLK I	Parcel Total Charges		2059.20
				57.20 Sq Ft @	7.75 Sq/Ft	443.30
				Parcel Total Charges		443.30
				844 NICOLET AVE CADY & WARRENS SUBD OF LOT 23 OF TANKS SUBD OF PC 2-9 WSFR LOT 18 EX SLY 5 FT BLK B		
DISTRICT 9	2-743	CODY VINCENT DINATALE 844 NICOLET AVE GREEN BAY WI 54304-2404	844 NICOLET AVE CADY & WARRENS SUBD OF LOT 23 OF TANKS SUBD OF PC 2-9 WSFR LOT 18 EX SLY 5 FT BLK B	110.50 Sq Ft @	7.75 Sq/Ft	856.38
				Parcel Total Charges		856.38
				129 OAK ST JOHN ANDERSONS SUBD LOT 1		
				2988 MADRID DR GREEN BAY WI 54311		
DISTRICT 10	3-292	SRI PROPERTIES LLC 2988 MADRID DR GREEN BAY WI 54311	129 OAK ST JOHN ANDERSONS SUBD LOT 1	123.20 Sq Ft @	7.75 Sq/Ft	954.80
				128.50 Sq Ft @	7.75 Sq/Ft	995.88
				Parcel Total Charges		1950.68
				832 THRUSH ST PLAT OF MATHER HEIGHTS LOT 15 BLK 17		
DISTRICT 10	18-1264	DENNIS FIECKO 832 THRUSH ST GREEN BAY WI 54303-4377	832 THRUSH ST PLAT OF MATHER HEIGHTS LOT 15 BLK 17	50.50 Sq Ft @	7.75 Sq/Ft	391.38
				Parcel Total Charges		391.38
				1019 MARSHALL AVE VAN DYCKES CO'S ADDN LOT 6 BLK 12 & 1/2 VAC ALLEY LYG ADJ		
				25.00 Sq Ft @	7.75 Sq/Ft	193.75
DISTRICT 10	18-312	KEITH H & KAREN M ELSNER 1019 MARSHALL AVE GREEN BAY WI 54303-4219	1019 MARSHALL AVE VAN DYCKES CO'S ADDN LOT 6 BLK 12 & 1/2 VAC ALLEY LYG ADJ	Parcel Total Charges		193.75
				1311 VELD AVE ORIOLE ADDN LOTS 1,2,3,4,5 & 11 BLK 4 EX PCL 148 OF TPP 1450-04-21-4.21		
				40.50 Sq Ft @	7.75 Sq/Ft	313.88
				190.50 Sq Ft @	7.75 Sq/Ft	1476.38
DISTRICT 10	18-708	RDK PROPERTY'S LLC 1317 VELD AV GREEN BAY WI 54303	1311 VELD AVE ORIOLE ADDN LOTS 1,2,3,4,5 & 11 BLK 4 EX PCL 148 OF TPP 1450-04-21-4.21	293.80 Sq Ft @	7.75 Sq/Ft	2276.95
				Parcel Total Charges		4067.21
				821 GRAY ST SUBD OF BLKS 4, 5 & 6 PLAT OF COLONIAL VILLAGE LOT 18 BLK 6		
				25.40 Sq Ft @	8.00 Sq/Ft	203.20
DISTRICT 10	18-961	RACHEL ANN MONFILS 821 GRAY ST GREEN BAY WI 54303	821 GRAY ST SUBD OF BLKS 4, 5 & 6 PLAT OF COLONIAL VILLAGE LOT 18 BLK 6	105.50 Sq Ft @	7.75 Sq/Ft	817.63
				Parcel Total Charges		1020.83

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 10	3-1045	MATTHEW M & HANNAH L SLYE 1289 REED ST GREEN BAY WI 54303	1289 REED ST PRIVATE CLAIM #1 W THAT PRT OF PC 1 W AS DES IN VOL 84 MR 416 EX 951 R 39	-123.50 Sq Ft @	8.40 Sq/Ft	-1037.40
				-101.00 Sq Ft @	7.50 Sq/Ft	-757.50
				101.00 Sq Ft @	7.50 Sq/Ft	757.50
				123.50 Sq Ft @	8.40 Sq/Ft	1037.40
				Parcel Total Charges		0.00
DISTRICT 10	3-1045-C	JILL A HANEY 1281 REED ST GREEN BAY WI 54303-3024	1281 REED ST THAT PART OF PC 1 WSFR AS D ES IN 281 D 141 BCR	125.50 Sq Ft @	7.75 Sq/Ft	972.63
				Parcel Total Charges		972.63
DISTRICT 10	3-1045-D	KEVIN D & ELAINE S BUTH 1283 REED ST GREEN BAY WI 54303-3024	1283 REED ST PRT OF PC #1 WSFR THAT PRT OF PC #1 W AS DES IN VOL 368 D 113 BCR & PRT DESC IN 970 R 127	104.50 Sq Ft @	7.75 Sq/Ft	809.88
				Parcel Total Charges		809.88
DISTRICT 10	3-1046-A	FRANCIS J KICSAR 1249 REED ST GREEN BAY WI 54303-3024	1249 REED ST PART OF PC #1 WSFR THAT PRT OF PC #1 W AS DES IN 232 D 202 BCR	25.00 Sq Ft @	7.75 Sq/Ft	193.75
				Parcel Total Charges		193.75
DISTRICT 10	3-1048-A	JENNA M & JASON MOUA 1205 REED ST GREEN BAY WI 54303	1205 REED ST PART OF PC #1 WSFR PRT OF P C #1 DES IN 222 D 349 BCR BNG THE N 1/2 LYG BETWN REE D ST & SHAWANO AVE OF A TRACT DES IN 168 D 297 BCR	49.00 Sq Ft @	8.00 Sq/Ft	392.00
				49.50 Sq Ft @	7.75 Sq/Ft	383.63
				Parcel Total Charges		775.63
DISTRICT 10	3-1065-A	SCOT D & BRENDA M PODRAZA 1247 REED ST GREEN BAY WI 54303-3024	1247 REED ST PART OF PC #1 WSFR AS DES I N VOL 223 DEEDS PG 331-332 BCR	25.50 Sq Ft @	8.00 Sq/Ft	204.00
				50.00 Sq Ft @	7.75 Sq/Ft	387.50
				Parcel Total Charges		591.50
DISTRICT 10	3-1190	ANGELA J BUNCHEK 1275 REED ST GREEN BAY WI 54303-3024	1275 REED ST FRANK SCHOONENBERG PLAT LOT 1 BLK 1	56.80 Sq Ft @	7.75 Sq/Ft	440.20
				Parcel Total Charges		440.20
DISTRICT 10	3-1195	ROGER M & DIANE M THARIO 1241 REED ST GREEN BAY WI 54303-3024	1241 REED ST FRANK SCHOONENBERG PLAT LOT 6 BLK 2	25.00 Sq Ft @	7.75 Sq/Ft	193.75
				Parcel Total Charges		193.75

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 10	3-1196	CHARLES G NEHRING 1237 REED ST GREEN BAY WI 54303-3024	1237 REED ST FRANK SCHOONENBERG PLAT LOT 7 BLK 2			
				62.00 Sq Ft @	7.75 Sq/Ft	480.50
				Parcel Total Charges		480.50
DISTRICT 10	3-1197	RUTH L URBAN 1233 REED ST GREEN BAY WI 54303-3024	1233 REED ST FRANK SCHOONENBERG PLAT LOT 8 BLK 2			
				26.50 Sq Ft @	7.75 Sq/Ft	205.38
				Parcel Total Charges		205.38
DISTRICT 10	3-1198	SCOTT S NEHRING 1229 REED ST GREEN BAY WI 54303-3024	1229 REED ST FRANK SCHOONENBERG PLAT LOT 9 BLK 2			
				13.00 Sq Ft @	7.75 Sq/Ft	100.75
				25.50 Sq Ft @	8.00 Sq/Ft	204.00
				Parcel Total Charges		304.75
DISTRICT 10	3-1199	DEBORAH M MATSEN 1225 REED ST GREEN BAY WI 54303-3024	1225 REED ST FRANK SCHOONENBERG PLAT LOT 10 & WLY 1/3 LOT 11 BLK 2			
				12.00 Sq Ft @	7.75 Sq/Ft	93.00
				Parcel Total Charges		93.00
DISTRICT 10	3-1200	VAN ERIC W REVOCABLE TRUST THE ERIC W VAN 1219 REED ST GREEN BAY WI 54303-3024	1219 REED ST FRANK SCHOONENBERG PLAT ELY 2/3 OF LOT 11 & WLY 2/3 OF LOT 12 BLK 2			
				25.50 Sq Ft @	7.75 Sq/Ft	197.63
				Parcel Total Charges		197.63
DISTRICT 10	3-1203	CHRISTOPHER J LUTZKE 1209 REED ST GREEN BAY WI 54303	1209 REED ST FRANK SCHOONENBERG PLAT LOT 14 BLK 2			
				77.50 Sq Ft @	7.75 Sq/Ft	600.63
				Parcel Total Charges		600.63
DISTRICT 10	5-1313-2	RIO R MATZKE 1208 ELMORE ST GREEN BAY WI 54303	1208 ELMORE ST MILITARY RESERVE WLY 56.76 FT OF SLY 155.5 FT OF THAT PRT OF LOT 189 LYG BETW BOND ST & NLY LINE OF ELMORE			
				49.00 Sq Ft @	7.75 Sq/Ft	379.75
				Parcel Total Charges		379.75
DISTRICT 10	5-1315-G-1	RENEE S & DANIEL W KUNTZ 1226 ELMORE ST GREEN BAY WI 54303-4152	1226 ELMORE ST MILITARY RESERVE THAT PRT O F LOT 191 AS DES IN 360 D 298 BCR			
				100.00 Sq Ft @	7.75 Sq/Ft	775.00
				Parcel Total Charges		775.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 10	5-668-A	KENNETH A LARSEN 1290 REED ST GREEN BAY WI 54303-3025	1290 REED ST DOUSMAN & ELMORES 2ND ADD S LY 292 FT 2 IN OF LOT 48 N OF N LINE OF REED ST DES IN VOL 219 DEEDS PG 200 BCR & EX PRT DES IN 235 D 100 BCR & EX PRT DES IN 262 D 174 BCR & EXC 279 D 359 BCR & E X VOL 324 D 413 BCR	60.50 Sq Ft @ 130.00 Sq Ft @	8.00 Sq/Ft 7.75 Sq/Ft	484.00 1007.50 1491.50
DISTRICT 10	5-668-B	SHIRLEE A SEIDL 1296 REED ST GREEN BAY WI 54303-3025	1296 REED ST DOUSMAN & ELMORES 2ND ADDN THAT PRT OF LOT 48 AS DESC IN 336 D 312	55.00 Sq Ft @ 65.00 Sq Ft @	8.00 Sq/Ft 7.75 Sq/Ft	440.00 503.75 943.75
DISTRICT 10	5-669-A	MARY P SWAIN 1278 REED ST GREEN BAY WI 54303-3025	1278 REED ST DOUSMAN & ELMORES 2ND ADD E 1/2 OF S 1/2 OF PRT LOT 49 LYG BETWN REED ST & OREGON ST AS DES IN 296 D 571 BCR	49.00 Sq Ft @ 49.50 Sq Ft @	8.00 Sq/Ft 7.75 Sq/Ft	392.00 383.63 775.63
DISTRICT 10	5-669-B	DAVID L & NICOLE M LEMENSE 1284 REED ST GREEN BAY WI 54303-3025	1284 REED ST DOUSMAN & ELMORES 2ND ADDN W 1/2 OF S 1/2 OF THAT PRT OF LOT 49 LYG BETWN REED & OREGON STS DESC IN 297 D 38	25.00 Sq Ft @	7.75 Sq/Ft	193.75 193.75
DISTRICT 10	5-670-1	ROGELIO G & CYNTHIA S CONTRERAS 1272 REED ST GREEN BAY WI 54303	1272 REED ST DOUSMAN & ELMORES 2ND ADDN THAT PRT OF LOT 50 AS DES IN 371 D 191 BCR	99.50 Sq Ft @	7.75 Sq/Ft	771.13 771.13
DISTRICT 10	5-670-A	ANNETTE M GAGAN 1268 REED ST GREEN BAY WI 54303-3025	1268 REED ST DOUSMAN & ELMORES 2ND ADD T HAT PRT OF LOT 50 AS DES IN VOL 289 D 78 BCR	51.50 Sq Ft @ 105.00 Sq Ft @	8.00 Sq/Ft 7.75 Sq/Ft	412.00 813.75 1225.75
DISTRICT 10	5-671-A	KAREN A & ROGER L PECARD 1262 REED ST GREEN BAY WI 54303-3025	1262 REED ST DOUSMAN & ELMORES 2ND ADD S 131 FT OF WLY 72 FT OF LOT 51 LYG BETWN S LINE OF OREG ON ST & N LINE OF REED ST	38.50 Sq Ft @ 75.50 Sq Ft @	8.00 Sq/Ft 7.75 Sq/Ft	308.00 585.13 893.13
DISTRICT 10	5-671-B	MICHELLE B BECKER 1254 REED ST GREEN BAY WI 54303-3025	1254 REED ST DOUSMAN & ELMORES 2ND ADD T HAT PRT OF LOT 51 AS DES IN 232 D 419 BCR	29.00 Sq Ft @	8.00 Sq/Ft	232.00

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 10	5-673	EMILY BONDRAGER 1220 REED ST GREEN BAY WI 54303-3025	1220 REED ST DOUSMAN & ELMORES 2ND ADD T HE S 1/2 OF E 50 FT OF LOT 54 LYG BETWN N LINE REED ST & S LINE OF OREGON ST	79.00 Sq Ft @	7.75 Sq/Ft	612.25
				Parcel Total Charges		844.25
				24.00 Sq Ft @	7.75 Sq/Ft	186.00
DISTRICT 10	5-676-B	RICKIE BUTCHER 1228 REED ST GREEN BAY WI 54303	1228 REED ST DOUSMAN & ELMORES 2ND ADDN ELY 26 FT OF NLY 130 FT OF SLY 160 FT OF LOT 53 & WLY 34 FT OF NLY 130 FT OF SLY 160 FT OF LOT 54	Parcel Total Charges		186.00
				49.50 Sq Ft @	7.75 Sq/Ft	383.63
				Parcel Total Charges		383.63
DISTRICT 10	5-676-B-1	DARILYN A ANDERSON 1224 REED ST GREEN BAY WI 54303-3025	1224 REED ST DOUSMAN & ELMORES 2ND ADDN NLY 130 FT OF SLY 160 FT OF ELY 60 FT OF WLY 94 FT OF LOT 54	25.50 Sq Ft @	8.00 Sq/Ft	204.00
				49.50 Sq Ft @	7.75 Sq/Ft	383.63
				Parcel Total Charges		587.63
DISTRICT 10	5-676-C	STEVEN J LAWRENCE 1238 REED ST GREEN BAY WI 54303-3025	1238 REED ST DOUSMAN & ELMORES 2ND ADD W LY 60 FT OF THE SLY 130 FT LYG N OF THE N LINE OF REED ST OF LOT 53	86.50 Sq Ft @	7.75 Sq/Ft	670.38
				Parcel Total Charges		670.38
				Parcel Total Charges		670.38
DISTRICT 10	5-677-A	CHRISTOPHER M ANDRUS, ETAL CHRISTOPHER M ANDRUS & LORI A ZEMAN 1200 REED ST GREEN BAY WI 54303-3025	1200 REED ST DOUSMAN & ELMORES 2ND ADD N 130 FT OF S 160 FT OF E 134 FT OF LOT 56	97.50 Sq Ft @	7.75 Sq/Ft	755.63
				Parcel Total Charges		755.63
				Parcel Total Charges		755.63
DISTRICT 10	5-825	CAROL J & GERALD G BURKEL 600 ETHEL AVE GREEN BAY WI 54303-3906	600 ETHEL AVE MAYFAIR ADD LOT 8 BLK 6	81.50 Sq Ft @	8.00 Sq/Ft	652.00
				259.00 Sq Ft @	7.75 Sq/Ft	2007.25
				Parcel Total Charges		2659.25
DISTRICT 10	6-2276	LEONA ROWE 1826 DOUSMAN ST GREEN BAY WI 54303	1826 DOUSMAN ST WEST PARKLAND SUBD 1ST ADDI TION LOT 53	25.00 Sq Ft @	8.00 Sq/Ft	200.00
				50.00 Sq Ft @	7.75 Sq/Ft	387.50
				Parcel Total Charges		587.50
DISTRICT 10	6-227-G	TIMOTHY E & DENISE A COLLETTE 1658 MURPHY DR GREEN BAY WI 54303-3317	1658 MURPHY DR DOUSMAN CLAIM THAT PART OF DOUSMAN CLAIM AS DES IN 615 R 428	200.50 Sq Ft @	7.75 Sq/Ft	1553.88
				Parcel Total Charges		1553.88
				Parcel Total Charges		1553.88

Project ID	Parcel ID	Owner Name and Address	Location/Legal Desc	Square Feet	Fee	Charge
DISTRICT 10	6-2466	DANIELLE J & AARON J HANCHEK 1690 MURPHY CT GREEN BAY WI 54303-4632	1690 MURPHY CT WEST PARK SUBDIVISION LOT 106 & PRT OF LOT 107 IN 2521848	26.50 Sq Ft @ 122.50 Sq Ft @	8.00 Sq/Ft 7.75 Sq/Ft	212.00 949.38 1161.38
DISTRICT 10	6-2477	POSEY REVOCABLE TRUST THE GARY & SHIRLEY POSEY 2462 PINECREST RD GREEN BAY WI 54313-7669	1734 BOLAND RD WEST PARK SUBDIVISION LOT 117 & WLY 15 FT OF LOT 116	54.00 Sq Ft @ 97.50 Sq Ft @	8.00 Sq/Ft 7.75 Sq/Ft	432.00 755.63 1187.63
DISTRICT 10	6-69-A	KENT J ANDERSON 509 N PLATTEN ST GREEN BAY WI 54303-4309	509 N PLATTEN ST FT HOWARD MILITARY RESERVE THAT PRT OF LOT 95 DESC IN 314 D 46	25.50 Sq Ft @ 25.50 Sq Ft @	7.75 Sq/Ft 8.00 Sq/Ft	197.63 204.00 401.63
DISTRICT 10	6-749	DEBORAH A SAMSA 1037 N PLATTEN ST GREEN BAY WI 54303-4319	1037 N PLATTEN ST DETRY'S SUBD LOT 11 BLK 3	25.00 Sq Ft @ 25.00 Sq Ft @	7.75 Sq/Ft 8.00 Sq/Ft	193.75 200.00 393.75
DISTRICT 11	6-168	TG COMMERCE BUILDING LLC PO BOX 991 GREEN BAY WI 54305-0991	812 S FISK ST C L A TANKS SUBD OF PC 2-9W PCL A & NLY 100 FT OF PCL B OF 1 CSM 613 BCR	175.50 Sq Ft @ 201.00 Sq Ft @	8.50 Sq/Ft 7.75 Sq/Ft	1491.75 1557.75 3049.50
DISTRICT 11	6-2138	HOLLY J LECAPITAINE 1503 SERVAIS ST GREEN BAY WI 54304-3015	1503 SERVAIS ST WESTWOOD ADD #2 LOT 3 BLK 7	102.00 Sq Ft @ 203.50 Sq Ft @	8.00 Sq/Ft 7.75 Sq/Ft	816.00 1577.13 2393.13
DISTRICT 11	6-309-4	GREGORY F BARRETT 1811 BRIQUET ST GREEN BAY WI 54304	1840 ST AGNES DR LOT 3 VOL 6 CSM PAGE 347 MAP 1581 IN 857253	25.00 Sq Ft @ 99.50 Sq Ft @	8.00 Sq/Ft 7.75 Sq/Ft	200.00 771.13 971.13
DISTRICT 12	6H-2910	BRIAN G RISTOW, ETAL 1425 LA COUNT RD GREEN BAY WI 54313-1352	1425 LA COUNT RD THE CENTRAL DUNES LOT 6	19.20 Sq Ft @	7.75 Sq/Ft	148.80 148.80 108117.46

**RESOLUTION ACCEPTING STREETS FOR CONCRETE PAVEMENT,
ASPHALT PAVEMENT OR ASPHALT RESURFACING
MARCH 2, 2021**

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

That the Director of Public Works has reported on and recommends the acceptance of the following streets for concrete pavement, asphalt pavement or asphalt resurfacing.

PAVEMENT 1-20

HOWARD STREET – Ashland Avenue to Pearl Street

PAVEMENT 2-20

HILLCREST DRIVE – W. Mason Street to Renaissance Lane

PAVEMENT 3-20

GRAY STREET – Mather Street to Velp Avenue

PAVEMENT 4-20

DOTY STREET – S. Monroe Avenue to S. Baird Street

RESURFACING 1-20

**LYNDON STREET – Mary Street to Emmet Street
SHEA AVENUE – Mary Street to Emmet Street
GALLAGHER STREET – Franklin Street to Mary Street
GALLAGHER STREET – Holzer Street to Velp Avenue
COPPENS ROAD – Columbia Avenue to Cul-De-Sac North
HOLZER STREET – Columbia Avenue to Mather Street
NORTHERN AVENUE – Columbia Avenue to Mather Street
SYRINGA BOULEVARD – N. Platten Street to Lark Street
MINAHAN STREET – Locust Street to N. Platten Street
HARTUNG STREET – Cass Street to E. Mason Street
CASS STREET – Hartung Street to John Street
JOHN STREET – Amy Street to Charles Street
LOUISE STREET – John Street to Bellevue Street
EDISON STREET – John Street to Bellevue Street
AMY STREET – John Street to Bellevue Street
GEORGE STREET – Louise Street to Edison Street
LILAC LANE – Bellevue Street to Irene Street
TREELAND DRIVE – Oakwood Drive to White Oak Terrace
WHITE OAK TERRACE – Treeland Drive to Beech Tree Drive
BEECH TREE DRIVE – Oakwood Drive to Red Oak Drive
BEAVER DAM DRIVE – Cameron Street to S. Beaver Dam Drive
S. BEAVER DAM DRIVE – Beaver Dam Drive to 7th Street
APPLE TREE COURT – Deckner Avenue to Cul-De-Sac North**

**VAGABOND STREET – Apple Tree Court to Deckner Avenue
LITTLE SWISS PLACE – Deckner Avenue to Cul-De-Sac South
FRED STREET – Basten Street to Van Deuren Street**

NOW, THEREFORE, BE IT RESOLVED, that the above streets be and are hereby accepted and that the City Clerk be and is hereby instructed to issue statements against the abutting property in accordance with the final resolutions and the final assessments on file.

Adopted _____, 2021

Approved _____, 2021

Mayor

ATTEST:

City Clerk

jld

**RESOLUTION ACCEPTING STREETS FOR
WATER MAIN AND SERVICES
March 2, 2021**

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

That the Director of Public Works has reported on and recommends the acceptance of the following streets for water main and services:

PAVEMENT 2-20

HILLCREST DRIVE – West Point Road to Renaissance Lane

NOW, THEREFORE, BE IT RESOLVED, that the above streets be and are hereby accepted and that the City Clerk be and is hereby instructed to issue statements against the abutting property in accordance with the final resolutions and the final assessments on file.

Adopted _____, 2021

Approved _____, 2021

Mayor

ATTEST:

City Clerk

jld

**RESOLUTION ACCEPTING STREETS FOR
SANITARY SEWERS AND STORM SEWERS
March 2, 2021**

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

That the Director of Public Works has reported on and recommends the acceptance of the following streets for sanitary sewer and laterals and/or storm sewer and laterals:

SEWERS 5-20

S. GRANDVIEW ROAD – 300' S/O Catalina Drive to 150' S/O E. Mason Street

SEWERS 8-20

FINGER ROAD – S. Grandview Road to 1780' E/O Grandview Road

NOW, THEREFORE, BE IT RESOLVED, that the above streets be and are hereby accepted and that the City Clerk be and is hereby instructed to issue statements against the abutting property in accordance with the final resolutions and the final assessments on file.

Adopted _____, 2021

Approved _____, 2021

Mayor

ATTEST:

City Clerk

jld

**RESOLUTION ACCEPTING STREETS FOR CONCRETE PAVEMENT,
ASPHALT PAVEMENT OR ASPHALT RESURFACING
MARCH 2, 2021**

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

That the Director of Public Works has reported on and recommends the acceptance of the following streets for concrete pavement, asphalt pavement or asphalt resurfacing.

PAVEMENT 1-19

ERIE ROAD – 805' S/O East Mason Street to south City limits

PAVEMENT 2-19

S. CHESTNUT AVENUE – Commission Court to Cul-De-Sac South

PAVEMENT 3-19

S. CHESTNUT AVENUE – Howard Street to Arndt Street

PAVEMENT 4-19

HAVEN PLACE – West City Limits to Hillcrest Drive

PAVEMENT 5-19

NORTH WEBSTER AVENUE – Main Street to East River

PAVEMENT 6-19

**SITKA STREET – Superior Road to Ontario Road
SUPERIOR ROAD – Gilbert Drive to Sitka Street**

WisDOT PAVEMENT 2019 (N. WEBSTER AVENUE)

WEBSTER AVENUE N.– East River to Radisson Street

RESURFACING 1-19

**JAMES STREET – Lincoln Street to Ashland Avenue
WIRTZ AVENUE – 9th Street to St. Paul Street
S. BUCHANAN STREET – Shawano Avenue to Badger Street
REDLEY COURT – 12th Avenue to cul-de-sac west
LAURA STREET – Debra Lane to Lilac Lane
FIESTA LANE – Laura Street to cul-de-sac east
LILAC LANE – Irene Street to Schoen Street
SKYLINE BOULEVARD – Finger Road to Hillside Lane
MARYLAND AVENUE – Skyline Boulevard to Bretcoe Drive
DELWOOD DRIVE – Harvest Road to Delwiche Road
PREBLE AVENUE – Turek Street to East End**

**ST. JAMES CIRCLE – Laverne Drive to cul-de-sac south
FARLIN AVENUE – Danz Avenue to 230' east of Turek Street
TUREK STREET – Preble Avenue to Farlin Avenue**

NOW, THEREFORE, BE IT RESOLVED, that the above streets be and are hereby accepted and that the City Clerk be and is hereby instructed to issue statements against the abutting property in accordance with the final resolutions and the final assessments on file.

Adopted _____, 2021

Approved _____, 2021

Mayor

ATTEST:

City Clerk

jld

**RESOLUTION ACCEPTING STREETS FOR
SANITARY SEWERS AND STORM SEWERS
March 2, 2021**

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

That the Director of Public Works has reported on and recommends the acceptance of the following streets for sanitary sewer and laterals and/or storm sewer and laterals:

PAVEMENT 1-19

ERIE ROAD –805’ S/O East Mason Street to south City limits

PAVEMENT 6-19

**SITKA STREET – Superior Road to Ontario Road
SUPERIOR ROAD – Sitka Street to 155’ north of Gilbert Drive**

NOW, THEREFORE, BE IT RESOLVED, that the above streets be and are hereby accepted and that the City Clerk be and is hereby instructed to issue statements against the abutting property in accordance with the final resolutions and the final assessments on file.

Adopted _____, 2021

Approved _____, 2021

Mayor

ATTEST:

City Clerk

jld

**RESOLUTION ACCEPTING STREETS FOR
WATER MAIN AND SERVICES
March 2, 2021**

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

That the Director of Public Works has reported on and recommends the acceptance of the following streets for water main and services:

PAVEMENT 6-19

**SITKA STREET – Superior Road to Ontario Road
SUPERIOR STREET – Sitka Street to 155' north of Gilbert Drive**

PAVEMENT 1-19

ERIE ROAD – 830' S/O East Mason Street to south City limits

EATON HEIGHTS

SPARTAN ROAD – Humboldt Road to Luxemburg Road

NOW, THEREFORE, BE IT RESOLVED, that the above streets be and are hereby accepted and that the City Clerk be and is hereby instructed to issue statements against the abutting property in accordance with the final resolutions and the final assessments on file.

Adopted _____, 2021

Approved _____, 2021

Mayor

ATTEST:

City Clerk

jld

**FINAL RESOLUTION AUTHORIZING
ASPHALT PAVEMENT IMPROVEMENTS
AND LEVYING SPECIAL ASSESSMENTS
AGAINST PROPERTY
March 2, 2021**

WHEREAS, the Improvement & Service Committee of the City of Green Bay, Wisconsin, held a virtual public hearing at 6:00 p.m. on the 24th day of February, 2021, 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:

**S. JACKSON STREET – Bodart Street to E. Mason Street
S. JACKSON STREET – E. Mason Street to south City limits**

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 & Service Committee, is hereby adopted and approved.
2. That the Improvement & Service 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 two and nine tenths percent (2.90%) 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 _____, 2021

Approved _____, 2021

Mayor

ATTEST:

City Clerk

jld

**RESOLUTION TO VALUE AND PROTECT
LOCAL WATERS**

March 2, 2021

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the City of Green Bay acknowledges the cultural, recreational, ecological, and economic importance of our local wetlands, streams, aquifers, rivers, and bay to the residents, visitors, and industry within our area; and

WHEREAS, the City of Green Bay acknowledges the community's hard work and stewardship to restore and protect water resources by removing contaminants from the Fox River, reestablishing coastal wetlands, and replacing lead service lines; and

WHEREAS, the City of Green Bay recognizes the Northeast Wisconsin Water Quality Pact, signed on March 5, 2019 in partnership by Brown, Outagamie, Winnebago, and Fond du Lac Counties and the Oneida Nation; and

WHEREAS, the City of Green Bay's Stormwater Management Code goes above and beyond the requirements of the Wisconsin Department of Natural Resources by requiring management to be implemented if there is one half acre or greater of disturbance to an area;

NOW, THEREFORE BE IT RESOLVED, that the Common Council of the City of Green Bay hereby affirms its commitment to clean and safe swimming and fishing in the Bay of Green Bay, Fox River, and East River, to provide access to clean drinking water for our community, and to the sustainable management of local waters to support fish and wildlife.

BE IT FURTHER RESOLVED, that the Common Council hereby resolves to work to restore and protect water resources for the present and future through the management of stormwater with high quality engineering and green infrastructure, continuous work to reduce water pollution, and the protection of life and property from flood-related hazards.

Adopted _____

Approved _____

Mayor

Clerk

CITY OF GREEN BAY

DATE: February 25, 2021

TO: Common Council

FROM: Melissa Schmitz, Resiliency Coordinator, on behalf of
Sustainability Commission

RE: **Resolution to Value and Protect Local Waters**

The rationale supporting the Resolution to Value and Protect Local Waters, to be voted on at the March 2, 2021 Common Council meeting, is as follows.

Rationale

- The City of Green Bay is rich with water resources and is well-suited to take advantage of grant and other funding opportunities to improve the quality of local water.
- A resolution recognizing the value of local water resources has the potential to both make the city more competitive in grant funding and to set a tone of mindful use of water resources.
- The City of Green Bay sits at the mouth of the largest freshwater estuary in the world.
- For thousands of years, the Fox River and bay of Green Bay sustained Native Americans with its abundant fish, waterfowl, and wild rice.
- The river and bay's natural resources fueled European settlement as a source of water, food, jobs, and recreation.
- Today, the bay of Green Bay is home to more than half of Lake Michigan's remaining coastal wetlands, is a critical migratory bird stopover and supports a recreational sports fishery that contributes over \$264.3 million dollars to the regional economy.
- For more than a century, sewage, agricultural and industrial wastes polluted the river and bay, starving the water of oxygen and contaminating river sediments with polychlorinated biphenyls (PCBs), polynuclear aromatic hydrocarbons (PAHs), and heavy metals. In 1987, the Lower Fox River and bay of Green Bay were designated an Area of Concern by the International Joint Commission for contaminated river sediments, habitat loss and excessive nutrient pollution.
- Over six million tons of contaminated sediment have been removed from the Fox River and bay of Green Bay since 2004 through the largest PCB clean-up in the world.
- Efforts are underway to address the environmental problems in the Fox River and bay of Green Bay, including the world's largest PCB cleanup, multiple habitat restoration projects, and watershed projects to address runoff pollution.
- While clean-up of these pollutants has greatly improved the quality of the bay, big challenges remain.
- Agricultural and urban runoff pollution and changing climate conditions in the region are now the biggest threats to the health of the river and bay. More intense and frequent

storm events are increasing runoff and contributing an excessive amount of nutrients and sediment to the river and bay which fuel potential harmful blue-green algae blooms and put public health at risk.

- Lake Michigan's Lower Green Bay (south of a line from Longtail Point to Point au Sable) comprises less than 2% of Green Bay's 4,210 km² surface area, yet it receives as much as 70% of the bay's incoming pollutants, mainly from the expansive Fox River watershed.
- As a community, we are committed to swimmable, drinkable, and fishable waters.
- Addressing these problems will make our waters cleaner and safer for swimming, fishing, and other recreational opportunities.
- Benefits of clean wetlands, streams, aquifers, rivers, and bay:
 - Safe swimming waters and less frequent harmful algae blooms
 - Edible fish and waterfowl
 - Clean and beautiful public parks, trails, and beaches
 - Reduced costs for routine navigational dredging
 - Abundant fishing, hunting and wildlife viewing opportunities
 - Thriving local business and tourism

GREEN BAY WATER COMMISSION

February 8, 2021

Resolution No. _____

A Resolution Relating to the Issuance of Water System Revenue Bonds

RECITALS

The Green Bay Water Commission (the “**Commission**”) of the City of Green Bay, Wisconsin (the “**City**”) makes the following findings and determinations:

1. The City currently owns and operates a municipal water utility (the “**System**”), which is a “public utility” (within the meaning of Section 66.0621 (1) (b) of the Wisconsin Statutes).
2. The Commission has been established pursuant to Section 66.0805 of the Wisconsin Statutes to manage the System.
3. Under the provisions of Section 66.0621 of the Wisconsin Statutes, as amended (the “**Act**”), the City may, by action of its governing body, provide for, among other things, the acquisition, construction, extension, improvement, operation, and management of the System, and the refunding of municipal obligations issued for such purposes, from the proceeds of obligations that are payable only from the income and revenues derived from the operation of the System.
4. The City needs funds to finance certain additions, extensions, and improvements to the System, including, but not limited to, construction of additions to System facilities and construction and improvements to water mains and intakes (collectively, the “**Project**”).
5. The Commission deems it to be in the best interests of the City that the City undertake the Project and finance the costs of the Project by authorizing, selling, and issuing water utility revenue bonds pursuant to the Act.

RESOLUTIONS

The Commission resolves as follows:

Section 1. Authorization of Project.

The Project is hereby authorized and approved and the Commission hereby recommends the Project to be undertaken by the City.

Section 2. Recommendation for Issuance of Bonds.

The Commission recommends and requests that the City's Common Council authorize the City to issue water system revenue bonds in an aggregate principal amount not to exceed \$7,365,000 (the "**Bonds**") to finance the Project under and by virtue of the provisions of the Act.

Section 3. Authorization to Act.

The staff of the System, or other agents or employees of the System, are hereby authorized and directed do all acts and procedures required of them by this resolution for the full, punctual, and complete performance of all of the provisions of this resolution, including to work with the City's Finance Director and any other necessary City personnel in connection with the offering and sale of the Bonds.

Section 4. Prior Actions Superseded.

All prior resolutions, rules, or other actions, or parts thereof, of the Commission in conflict with the provisions of this resolution shall be and the same are hereby rescinded insofar as they may so conflict.

Section 5. Effective Date.

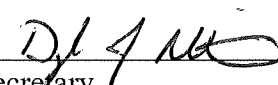
This resolution shall take effect upon its adoption in the manner provided by law.

* * * * *

Adopted: February 8, 2021



President



Secretary

CERTIFICATIONS BY SECRETARY

I, Doug Martin, P.E., hereby certify that I am the duly qualified and acting Secretary of the Green Bay Water Commission (the “**Commission**”), and as such I have in my possession, or have access to, the complete corporate records of the Commission, and that attached hereto is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

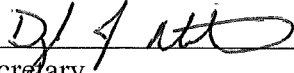
A Resolution Relating to the Issuance of Water System Revenue Bonds

I do hereby further certify as follows:

1. **Meeting Date.** On February 8, 2021 a meeting of the Governing Body was held commencing at 8:30 a.m.
2. **Posting.** On February 4, 2021 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Commission’s offices in Green Bay, Wisconsin a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.
3. **Notification of Media.** On February 4, 2021 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Commission.
4. **Open Meeting Law Compliance.** Said meeting was a regular meeting of the Commission that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** Said meeting was duly called to order by the Chairperson (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were 6 members of the Governing Body present at the meeting, such number being a quorum of the Commission.
6. **Consideration of and Roll Call Vote on Resolution.** 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 the Resolution. A proper quorum of the Commission was present for the consideration of the Resolution, and each member of the Commission had received a copy of the Resolution. All rules of the Commission that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Commission. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, 6 of the Governing Body members voted Aye, 6 voted Nay, and 0 Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Commission in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Commission, if any, hereto on February 9, 2021.


Secretary

**COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN**

March 2, 2021

Resolution No. ____

**A Resolution Authorizing and Providing for the Sale and Issuance of
\$7,060,000 Water System Revenue Bonds, Series 2021,
and All Related Details**

RECITALS

The Common Council (the “**Governing Body**”) of the City of Green Bay, Wisconsin (the “**Municipality**”) makes the following findings and determinations:

1. The Municipality currently owns and operates a municipal water system (the “**System**”, as more fully defined below), which is a “public utility” (within the meaning of Section 66.0621 (1)(b) of the Wisconsin Statutes).
2. Under the provisions of Section 66.0621 of the Wisconsin Statutes, as amended (the “**Act**”), the Municipality may, by action of the Governing Body, provide for, among other things, the acquisition, construction, extension, improvement, operation and management of the System, and the refunding of municipal obligations issued for such purposes, from the proceeds of obligations that are payable solely from the income and revenues derived from the operation of the System.
3. On September 21, 2004 the Governing Body adopted a resolution (the “**2004 Resolution**”) authorizing the issuance of the Municipality’s \$76,765,000 Water System Revenue Refunding and Improvement Bonds, Series 2004, dated October 1, 2004 (the “**Series 2004 Bonds**”). The Series 2004 Bonds were refunded in part by the Series 2006 Bonds (as defined below) and in part by the Series 2014 Bonds (as defined below), and were redeemed on November 1, 2014.
4. On August 5, 2006 the Governing Body adopted a resolution (the “**2006 Resolution**”) authorizing the issuance of the Municipality’s \$49,310,000 Water System Revenue Refunding Bonds, Series 2006, dated November 1, 2006 (the “**Series 2006 Bonds**”). The 2020 through and including 2024 maturities of the Series 2006 Bonds were advance refunded by the Series 2017 Bonds (as defined below) and were redeemed on November 1, 2019 (the “**Redemption Date**”). The unrefunded Series 2006 Bonds were refunded by the Series 2019 Bonds (as defined below) and were also redeemed on November 1, 2019.
5. On September 16, 2014 the Governing Body adopted a resolution (the “**2014 Resolution**”) authorizing the issuance of the Municipality’s \$14,055,000 Water System

Revenue Refunding Bonds, Series 2014, dated October 14, 2014 (the “**Series 2014 Bonds**”). The Series 2014 Bonds are currently outstanding in the aggregate principal amount of \$9,575,000.

6. On September 19, 2017 the Governing Body adopted a resolution (the “**2017 Resolution**”) authorizing the issuance of the Municipality’s \$15,730,000 Taxable Water System Revenue Refunding Bonds, Series 2017, dated October 17, 2017 (the “**Series 2017 Bonds**”). The Series 2017 Bonds are currently outstanding in the aggregate principal amount of \$12,260,000.

7. On July 16, 2019 the Governing Body adopted a resolution (the “**2019 Resolution**”) authorizing the issuance of the Municipality’s \$18,705,000 Water System Revenue Refunding Bonds, Series 2019, dated August 5, 2019 (the “**Series 2019 Bonds**”). The Series 2019 Bonds are currently outstanding in the aggregate principal amount of \$18,705,000.

8. No other outstanding obligations are payable from the income and revenues derived from the operation of the System.

9. Under the provisions of the Act, the Municipality may provide for the refunding of any outstanding bonds, bond anticipation notes or promissory notes which were issued under the Act or Chapter 67 of the Wisconsin Statutes for any of the purposes set forth in Section 66.0621 (3) of the Wisconsin Statutes from the proceeds of notes or bonds that are payable only from the income and revenues derived from the operation of the System.

10. The Municipality needs funds to finance certain additions, extensions, and improvements to the System, including, but not limited to, construction of additions to System facilities and construction and improvements to water mains and intakes (collectively, the “**Project**”).

11. For the purpose of financing the costs of the Project, the Governing Body desires to authorize, sell, and issue \$7,060,000 in principal amount of its Water System Revenue Bonds, Series 2021 (the “**Bonds**”). The Bonds will be issued pursuant to the provisions of the Act, on the terms and conditions described below, and will be secured by and payable from the income and revenues derived and to be derived from the operation of the System. The Bonds will be issued on a parity and equality of rank with the Series 2014 Bonds, the Series 2017 Bonds, and the Series 2019 Bonds (collectively, the “**Outstanding Bonds**”).

12. Section 20 of the 2004 Resolution (the “**Additional Bonds Test**”), which section is continued in the 2014 Resolution, the 2017 Resolution, the 2019 Resolution, and this resolution, authorizes the issuance of additional bonds on a parity and equality of rank with the Outstanding Bonds upon compliance with the conditions set forth under the Additional Bonds Test. All conditions set forth in under the Additional Bonds Test have been or will be satisfied prior to the issuance of the Bonds.

13. In accordance with the provisions of Section 66.0621 (4)(a)2 of the Wisconsin Statutes and this resolution, (i) interest on the Bonds will be payable at least annually, and (ii) payment of principal of the Bonds will commence not later than 3 years after the date of issuance of the Bonds. The requirement each year to pay both principal of and interest on the

Bonds will be reasonable and in accordance with prudent municipal utility management practices.

14. Robert W. Baird & Co. Incorporated (the “**Bond Purchaser**”), or a group that it represents, has offered to purchase the Bonds for \$_____ (the “**Purchase Price**”), plus payment by the Bond Purchaser on behalf of the Issuer of \$_____ for the costs of issuing the Bonds.

15. The Municipality has taken all actions required by law and has the power to sell and issue the Bonds.

16. The Governing Body will adopt this resolution to sell and issue the Bonds.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In this resolution, the following terms have the meanings given in this section, unless the context requires another meaning.

“**Act**” means Section 66.0621 of the Wisconsin Statutes, as amended.

“**Bond Counsel**” means (i) as of the Original Issue Date, Foley & Lardner LLP, and (ii) after the Original Issue Date, either Foley & Lardner LLP or any other nationally recognized firm of attorneys, employed by the Municipality, experienced in municipal finance, whose legal and tax opinions are generally accepted by purchasers of municipal obligations.

“**Bonds**” means the \$7,060,000 City of Green Bay, Wisconsin Water System Revenue Bonds, Series 2021, which will be issued pursuant to this resolution.

“**Bond Purchaser**” has the meaning given in the recitals to this resolution.

“**Bond Register**” means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

- (i) the name and address of the owner of each Bond, and
- (ii) all transfers of each Bond.

“**Book-Entry System**” means a system in which no physical distribution of certificates representing ownership of the Bonds is made to the owners of the Bonds but instead all outstanding Bonds are registered in the name of a securities depository appointed by the Municipality, or in the name of such a depository’s nominee, and the depository and its participants record beneficial ownership and transfers of the Bonds electronically.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Municipality and delivered on the date of issuance and delivery of the Bonds.

“Current Expenses” means the reasonable and necessary cost of operating, maintaining, administering, insuring, and repairing the System. Current Expenses shall be determined in accordance with generally accepted accounting principles and shall include, but not be limited to, salaries, premiums for insurance, wages, cost of materials and supplies, and insurance and audits. Current Expenses shall exclude allowances for depreciation, debt service on obligations of the System, tax equivalents, capital expenditures, and accumulations of reserves.

“Depository” means DTC or any successor appointed by the Municipality and acting as securities depository for the Bonds.

“DTC” means The Depository Trust Company, New York, New York.

“Financial Officer” means the Municipality’s Treasurer.

“Fiscal Agent” means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Municipality to act as authentication agent, paying agent, and registrar for the Bonds pursuant to Section 67.10 (2) of the Wisconsin Statutes.

“Fiscal Year” means the twelve-month period beginning on November 1 of each year and ending on December 31 of each year. The Municipality may change the Fiscal Year of the System if the Original Purchasers consent to the change. If the Original Purchasers consent to the change, then the change will not constitute a modification, change, amendment or alteration of this resolution for purposes of Section 24 of this resolution.

“Governing Body” means the Municipality’s Common Council.

“Gross Revenues” means the gross revenues of the System from all sources, excluding (i) customer deposits, (ii) collected taxes imposed by other governmental entities, and (iii) earnings on amounts held in the Special Redemption Fund and the Depreciation Fund.

“Independent Consultant” means a recognized engineer or firm of engineers or a recognized certified public accountant or firm of certified public accountants who or which is not an officer or regular employee of the Municipality or the System and who or which is not devoting substantially all of his, her or its time and efforts to the affairs of the System.

“Minimum Reserve Amount” means the lesser of (i) \$5,592,475, plus the maximum annual debt service coming due in any future year on the Bonds and any new money (non-refunding) Parity Bonds then outstanding, or (ii) the maximum annual debt service coming due in any future year on the Bonds and Parity Bonds then outstanding. The Municipality understands that if the Minimum Reserve Amount ever exceeds the maximum reasonably required reserve permitted pursuant to the Code and the applicable Treasury Regulations, then the Municipality may be required to restrict the yield on certain investments held in the Reserve Account.

“**Municipal Officers**” means the Mayor and Clerk of the Municipality. These are the officers required by law to execute revenue obligations on the Municipality’s behalf.

“**Municipality**” means the City of Green Bay, Wisconsin.

“**Net Revenues**” means Gross Revenues after deduction of Current Expenses, plus earnings on moneys held in the Special Redemption Fund.

“**Original Issue Date**” means March 23, 2021.

“**Original Purchasers**” means, collectively, the Bond Purchaser and the initial purchaser of each issue of Parity Bonds (as long as the issue of Parity Bonds remains outstanding).

“**Outstanding Bonds**” has the meaning given in the recitals to this resolution.

“**Parity Bonds**” means all obligations, other than the Bonds, payable from the revenues of the System (including the Outstanding Bonds) and issued on a parity and equality with the Bonds and the Outstanding Bonds pursuant to the restrictive provisions of Section 20 of the 2004 Resolution, and of Section 21 of the Series 2006 Resolution, the Series 2014 Resolution, the Series 2017 Resolution, the Series 2019 Resolution, and this resolution.

“**Prior Resolutions**” means, collectively, the 2004 Resolution, the 2006 Resolution, the 2014 Resolution, and the 2017 Resolution, and the 2019 Resolution, each as defined in the recitals to this resolution.

“**Project**” has the meaning given in the recitals to this resolution.

“**Purchase Price**” has the meaning given in the recitals to this resolution.

“**Record Date**” means the 15th day (whether or not a business day) of the calendar month just before a regularly scheduled interest payment date for the Bonds.

“**Recording Officer**” means the Municipality’s Clerk.

“**Reserve Account**” means the Reserve Account of the Special Redemption Fund.

“**Special Redemption Fund**” means the fund designated as such and described in Section 18 of this resolution.

“**System**” means the water utility of the Municipality, which shall include all property of every nature now or hereafter owned by the Municipality for the extraction, collection, storage, treatment, transmission, distribution, metering, and discharge of domestic, industrial, and potable public water, or constituting part of, or used or useful in connection with the water utility of the Municipality; and including all improvements and extensions thereto made by the Municipality while any of the Bonds or Parity Bonds remain outstanding and including all appurtenances, contracts, leases, franchises, and other intangibles.

“**Tax-Exempt Parity Bonds**” means all obligations issued on a tax-exempt basis, other than the Bonds, payable from the revenues of the System (including the Outstanding Bonds that are also issued on a tax-exempt basis) and issued on a parity and equality with the Bonds and the Outstanding Bonds pursuant to the restrictive provisions of Section 20 of the 2004 Resolution, and of Section 21 of the Series 2014 Resolution, the Series 2017 Resolution, the 2019 Resolution and this resolution.

[“**Term Bonds**” means the Bonds maturing on November 1 in the years 20__, 20__, 20__, and 20__.]

“**2004 Refunding Bonds**” means each series of Parity Bonds the proceeds of which were or are to be used, directly or indirectly, to refund the Series 2004 Bonds, including the Series 2014 Bonds, the Series 2017 Bonds, and the Series 2019 Bonds.

Section 2. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

- (i) *Exhibit A* - Form of Bond.
- (ii) *Exhibit B* - Notice to Electors of Sale.

Section 3. Purposes of Borrowing; Issuance of Bonds.

The Governing Body authorizes the Bonds and orders that they be prepared, executed, and issued. The Bonds will be fully registered, negotiable, water system revenue bonds of the Municipality in the aggregate principal amount of \$7,060,000. The Bonds will be issued under the provisions of the Act for the purposes of the Project and paying the expenses of issuing the Bonds (including, but not limited to, printing costs and fees for financial consultants, bond counsel, rating agencies, bond insurance, and registration, as applicable).

Section 4. Terms of Bonds.

The Bonds will be named “City of Green Bay, Wisconsin Water System Revenue Bonds, Series 2021.” The Bonds will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Bond will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Bond will be \$5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The Bonds will bear interest from the Original Issue Date. Interest on the Bonds will be due and payable on each May 1 and November 1 until the principal of the Bonds has been paid, beginning on November 1, 2021. Interest on each Bond will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the entity or person in whose name the Bond is registered on the Bond Register at the end of the day on the applicable Record Date. The Municipality and the Fiscal Agent may treat the entity or person in whose name any

Bond is registered on the Bond Register as the absolute owner of the Bonds for all purposes whatsoever under this resolution. The Bonds will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Bonds.

The following table shows when the Bonds will mature and the rate of interest each maturity will bear:

<u>Principal Maturity Date (November 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2021	\$415,000	.00%
2022	355,000	.00
2023	365,000	.00
2024	375,000	.00
2025	380,000	.00
2026	390,000	.00
2027	405,000	.00
2028	420,000	.00
2029	390,000	.00
2030	440,000	.00
2031	280,000	.00
2032	290,000	.00
2033	295,000	.00
2034	300,000	.00
2035	310,000	.00
2036	315,000	.00
2037	325,000	.00
2038	330,000	.00
2039	335,000	.00
2040	340,000	.00

The principal of and interest on the Bonds will be payable in lawful money of the United States of America.

Section 5. Fiscal Agent.

The Municipality appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Bonds. The appropriate officers of the Municipality are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Municipality. The fiscal agency agreement may provide for the Municipality to pay the reasonable and customary charges of the Fiscal Agent for those services. The fiscal agency agreement must require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent must maintain the Bond Register.

Section 6. Appointment of Depository.

The Municipality appoints DTC to act as securities depository for the Bonds. An authorized representative of the Municipality has previously executed a blanket issuer letter of representations with DTC on the Municipality's behalf, and the Municipality ratifies and approves such document.

Section 7. Book-Entry System.

On the date of their initial delivery, the Bonds will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Municipality's relationship with DTC is terminated, then the Municipality may appoint another securities depository to maintain the Book-Entry System.

If on any date the Bonds are not being maintained in a Book-Entry System, then the Municipality will do the following:

- (i) At its expense, the Municipality will prepare, authenticate, and deliver to the beneficial owners of the Bonds fully-registered, certificated Bonds in the denomination of \$5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.
- (ii) The Municipality will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Bonds under Section 67.10 (2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

Section 8. Redemption.

The Bonds maturing on and after November 1, 2029 are subject to redemption before their stated maturity dates, at the Municipality's option, in whole or in part, in the order of maturity selected by the Municipality, on November 1, 2028 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of a Bond called for redemption has been made or provided for, then interest on the Bond stops accruing on the stated redemption date. If less than all outstanding Bonds are redeemed, then the Bonds will be redeemed in \$5,000 multiples in accordance with Sections 9 and 10[, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Municipality will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption].

[The Term Bonds are also subject to mandatory partial redemptions prior to their stated maturity dates by operation of a sinking fund. On the following redemption dates (each a "**Sinking Fund Redemption Date**"), the Municipality will redeem the following principal amounts (subject to reduction as provided in the immediately preceding paragraph) of the Term Bonds:

Term Bonds Maturing November 1, 20

Sinking Fund Redemption Date (November 1)	Principal Amount To be Redeemed
20	\$,000
20 (Stated Maturity)	,000

Term Bonds Maturing November 1, 20

Sinking Fund Redemption Date (November 1)	Principal Amount To be Redeemed
20	\$,000
20 (Stated Maturity)	,000

Term Bonds Maturing November 1, 20

Sinking Fund Redemption Date (November 1)	Principal Amount To be Redeemed
20	\$,000
20	,000
20	,000
20 (Stated Maturity)	,000

Term Bonds Maturing November 1, 20

Sinking Fund Redemption Date (November 1)	Principal Amount To be Redeemed
20	\$,000
20 (Stated Maturity)	,000

Term Bonds Maturing November 1, 20

Sinking Fund Redemption Date (November 1)	Principal Amount To be Redeemed
20	\$,000
20 (Stated Maturity)	,000

The redemption price will be 100% of the principal amount redeemed, plus accrued interest thereon to the Sinking Fund Redemption Date, and no premium will be paid. The particular

Term Bonds to be redeemed will be selected in accordance with Sections 9 and 10 hereof, and the Municipality will give notice of the redemption in the manner stated in this resolution.]

Section 9. Manner of Payment/Transfers/Redemption Notices Under Book-Entry System.

So long as the Bonds are being maintained in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Bonds by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

Transfers. The Bonds are transferable, only upon the Bond Register and only if the Depository ceases to act as securities depository for the Bonds and the Municipality appoints a successor securities depository. If that happens, then upon the surrender of the Bonds to the Fiscal Agent, the Municipality will issue new fully registered Bonds in the same aggregate principal amounts to the successor securities depository, and the Bonds will be recorded as transferred to the successor securities depository in the Bond Register.

The Fiscal Agent will not be required to make any transfer of the Bonds (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Bonds, or (ii) with respect to any particular Bond, after such Bond has been called for redemption.

Partial Redemption. If less than all the principal amount of a specific maturity is to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Bonds to be redeemed. If a Bond has been called for redemption but less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Bond, the Municipality will issue one or more new Bonds in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Bonds will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed redemption date.

Section 10. Manner of Payment/Transfers/Redemption Notices Not Under Book-Entry System.

If on any date the Bonds are not being maintained in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Bond upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Bond by wire or other electronic transfer or by check of the Fiscal Agent sent by

first class mail to the person in whose name the Bond is registered on the Bond Register at the end of the day on the applicable Record Date.

Transfers. Each Bond is transferable, only upon the Bond Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Bond shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Municipality will issue one or more new fully registered Bonds in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Bonds and upon the payment of a charge sufficient to reimburse the Municipality or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Bonds (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Bonds, or (ii) with respect to any particular Bond, after the Bond has been called for redemption.

Partial Redemptions. If less than all the principal amount of a specific maturity is to be redeemed, then the Municipality or the Fiscal Agent will randomly select the Bonds to be redeemed. If a Bond has been called for redemption but less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Bond, the Municipality will issue one or more new Bonds in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Bonds shall be sent by first class mail not less than 30, and not more than 60, days before the redemption date to the registered owners of the Bonds to be redeemed at the respective addresses set forth in the Bond Register. A notice of redemption may be revoked by sending a notice by first class mail not less than 15 days prior to the proposed redemption date to the registered owners of the Bonds which have been called for redemption.

Section 11. Form of Bonds.

The Bonds shall be in substantially the form shown in Exhibit A hereto. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The Municipality may cause the approving opinion of bond counsel to be printed or reproduced on the Bonds.

Section 12. Execution of Bonds.

The Bonds shall be signed by the persons who are the Municipal Officers on the date on which the Bonds are signed. The Bonds shall be sealed with the Municipality's corporate seal (or a facsimile thereof), if the Municipality has one, and the Bonds shall also be authenticated by the manual signature of an authorized representative of the Fiscal Agent.

The Bonds will be valid and binding even if before they are delivered any person whose signature appears on the Bonds is no longer living or is no longer the person authorized to

sign the Bonds. In that event, the Bonds will have the same effect as if the person were living or were still the person authorized to sign the Bonds.

A facsimile signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

Section 13. Continuing Disclosure.

The appropriate officers of the Municipality are directed to sign the Continuing Disclosure Agreement, and the Municipality agrees to comply with all of its terms.

Section 14. Payable Solely From Special Redemption Fund.

The Bonds and any Parity Bonds, together with interest thereon, will be payable only out of the Special Redemption Fund as provided in the Prior Resolutions and in this resolution. The registered owners of the Bonds and any Parity Bonds will have a valid claim only against the Special Redemption Fund and the revenues pledged to such fund.

Section 15. Pledge.

The Municipality pledges the Net Revenues of the System and all amounts in the Special Redemption Fund to the payment of the principal of and interest on the Bonds and any Parity Bonds as provided in this resolution. Such revenues will be used for no purpose other than to pay the principal of and interest on the Bonds and any Parity Bonds on the dates on which such amounts are due. The Bonds and any Parity Bonds, together with the interest thereon, shall not constitute an indebtedness of the Municipality within the meaning of any constitutional or statutory limitation or provision and shall not constitute a general obligation of the Municipality or a charge against its general credit or taxing power. The Municipality will not be liable for the payment of the principal of and interest on the Bonds, except as provided in this resolution.

Section 16. Equality of Lien.

All Bonds and any Parity Bonds, regardless of issue dates, maturity dates, or series designations, will be secured equally by the pledge of the Net Revenues of the System and all amounts in the Special Redemption Fund.

Section 17. No Senior Bonds; Parity Bonds.

Except as permitted by Section 21(a) of this resolution, the Municipality will issue no bonds or other obligations payable from the revenues of the System, or enjoying a lien on the revenues or property of the System, that have a priority over the Bonds with respect to their payment or security. The Municipality may issue Parity Bonds on the terms and conditions set forth in the applicable section of each Prior Resolution and Section 21 of this resolution.

Section 18. Funds and Accounts.

(a) Continuation of Funds and Accounts; Purposes.

The Municipality affirms and continues, or creates, as applicable, the following funds and accounts of the System, some of which were originally created under Section 17 of the 2004 Resolution (collectively, the “**Funds and Accounts**”) to provide for the collection, distribution, and use of the Gross Revenues and the proceeds of the Bonds:

- (1) Water System Revenue Fund (the “**Revenue Fund**”), into which the entire Gross Revenues will be deposited as received.
- (2) Water System Operation and Maintenance Fund (the “**Operation and Maintenance Fund**”), which will be used to hold amounts expected to be used for the payment of the reasonable and necessary expenses of operating and maintaining the System, including salaries, wages, materials, supplies, and insurance, and for the purposes described in Section 19(c)(1) of this resolution.
- (3) Water System Special Redemption Fund, which will be divided into the following three accounts: (i) the “**Interest and Principal Account**”, (ii) the “**Earnings Account**”, and (iii) the “**Reserve Account**.” Amounts held in the Interest and Principal Account and the Earnings Account will be used solely to pay interest on and principal of the Bonds and Parity Bonds as provided in this resolution. Amounts held in the Reserve Account will be used to pay principal of or interest on the Bonds and Parity Bonds on any date when amounts in the Interest and Principal Account and the Earnings Account are insufficient to make such payments.
- (4) Water System Depreciation Fund (the “**Depreciation Fund**”), which will be used to hold amounts expected to be used to pay for repairs, replacements, extensions, or additions to the System, provided that amounts in the Depreciation Fund can be used for any such purpose only if such amounts are not needed to make up any deficiency in the Interest and Principal Account or the Reserve Account.
- (5) Water System Surplus Fund (the “**Surplus Fund**”), amounts in which will be used for the purposes described in Section 19(c)(4) of this resolution.
- (6) 2021 Water System Construction Fund (the “**2021 Construction Fund**”), amounts in which will be used only to pay (i) the costs of issuing of the Bonds (including fees for any bond insurance policies securing the Bonds) and the costs of the Project, or (ii) interest on the Bonds at any time when there shall be insufficient money in the Special Redemption Fund for that

purpose. Any balance remaining in the 2021 Construction Fund after the completion of the Project shall be transferred to the Earnings Account.

(b) Limitation on the Use of Amounts in the Funds and Accounts.

Amounts held in the Funds and Accounts must be used solely for the purposes described in this resolution.

(c) Requirement to Maintain the Special Redemption Fund as a Separate Fund.

The Special Redemption Fund must be maintained as a separate fund in the treasury of the Municipality. The other Funds and Accounts may be combined in a single investment or bank account.

(d) Investment of Amounts held in Funds and Accounts.

Amounts in the Funds and Accounts may be invested in any manner permitted by the laws of Wisconsin, subject to the following limitations:

- (1) The investments in each Fund or Account must be sold whenever necessary to provide funds for the purposes for which the Fund or Account was created.
- (2) In particular, amounts in the Reserve Account must be invested so that sufficient funds will be available on each interest payment date for the Bonds and any Parity Bonds to make the required interest and principal payments in the event amounts in the Interest and Principal Account and the Earnings Account are insufficient to make the payments.
- (3) No investment may be purchased or retained if the purchase of the investment or its retention would cause any Bond to be an “arbitrage bond” (within the meaning of Section 148 of the Code or the Treasury Regulations promulgated thereunder).
- (4) All investments held in the Funds and Accounts must be secured to the fullest extent required by the laws of Wisconsin.

(e) Required Transfers of Earnings on Certain Funds and Accounts.

All income from the investment of amounts in the Special Redemption Fund must be transferred to the Earnings Account. All income from the investment of amounts in the Depreciation Fund must be deposited in the Depreciation Fund. All income from the investment of amounts in the 2021 Construction Fund shall be retained in the 2021 Construction Fund until used for the purposes described above. All income from the investment of amounts in all other

Funds and Accounts must be deposited in the Revenue Fund and regarded as revenues of the System.

(f) Rebate Matters.

To comply with the rebate requirements of Section 148(f) of the Code and the related Treasury Regulations:

- (1) The Municipality shall cause a determination to be made, by engaging Bond Counsel or another qualified rebate determination provider, of the amount, if any, of rebate required to be paid with respect to the Bonds to the United States Treasury at least every five years (as of the anniversary date of the issuance of the Bonds) and upon the retirement of the last Bond. The Municipality may pay reasonable compensation to the rebate determination provider for the performance of such services.
- (2) The Municipality shall make required rebate payments to the United States Treasury with respect to the Bonds at such times and in such amounts and manner as are required by the Code and the related Treasury Regulations.
- (3) The Municipality shall keep records of the rebate determinations prepared and rebate payments made until six years after the retirement of the last Bond.

Section 19. Application of Revenues.

(a) Deposits to Revenue Fund and Transfers From Revenue Fund.

Until all Bonds and Parity Bonds, if any, have been retired, or until there is on deposit in the Special Redemption Fund an amount sufficient to provide for the payment of the principal of all outstanding Bonds and Parity Bonds, if any, together with the interest thereon to maturity, the Gross Revenues must, to the extent permitted by law, be deposited as collected in the Revenue Fund and must be transferred from the Revenue Fund and deposited in the Operation and Maintenance Fund, the Special Redemption Fund, the Depreciation Fund, and the Surplus Fund in the following order:

- (1) A sum sufficient of the money in the Revenue Fund for the purposes of the Operation and Maintenance Fund must be deposited in the Operation and Maintenance Fund.
- (2) A sum sufficient of the money in the Revenue Fund for the purposes of the Special Redemption Fund must be deposited in the Special Redemption Fund.

- (3) A sum sufficient of the money in the Revenue Fund for the purposes of the Depreciation Fund must be deposited in the Depreciation Fund.
- (4) The remainder of the money in the Revenue Fund must be deposited in the Surplus Fund.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Special Redemption Fund, the Depreciation Fund, and the Surplus Fund must be made in the order indicated above, at such times as are necessary to carry out the purposes of the respective funds.

(b) Transfers to the Special Redemption Fund.

The Governing Body intends that the amount of money deposited in the Special Redemption Fund from all sources will be sufficient to (i) pay the interest on the Bonds and any Parity Bonds as the same becomes due, (ii) retire the Bonds and any Parity Bonds at maturity, and (iii) provide for any required monthly deposits to the Reserve Account.

(c) Transfers Among Certain Funds and Accounts; Uses of Amounts in Funds and Accounts.

Amounts deposited in the following Funds and Accounts must be held, used or transferred as follows:

- (1) *Operation and Maintenance Fund.* Amounts deposited in the Operation and Maintenance Fund must be used for the purposes described in Section 18(a)(2) of this resolution, unless the balance in the Operation and Maintenance Fund exceeds the estimated operating and maintenance expenses of the System for the next succeeding sixty days, in which case the excess amount must (i) be transferred to the Special Redemption Fund to remedy any deficiency in the Special Redemption Fund, or (ii) if or to the extent that no such deficiency exists, be transferred to the Surplus Fund.
- (2) *Interest and Principal Account and Earnings Account.* Amounts deposited in the Special Redemption Fund must first be used to deposit each month into the Interest and Principal Account an amount equal to one-sixth (1/6) of the next installment of interest due on the Bonds and any Parity Bonds then outstanding, plus an amount equal to one-twelfth (1/12) of the next installment of principal of the Bonds and any Parity Bonds coming due, until the full amount of such installments is on deposit in the Interest and Principal Account. The deposits must be made first from the Earnings Account until it is depleted, and all moneys in the Earnings Account will be deemed to have been used first in payment of interest on the Bonds and any Parity Bonds. Any

funds remaining in the Earnings Account after each such transfer must first be transferred to the Interest and Principal Account until there is on hand in the Interest and Principal Account an amount equal to the full amount of interest and principal coming due on the Bonds and any Parity Bonds then outstanding during the 12 months following the date of such transfer and after that either (i) be used to retire the Bonds or any Parity Bonds in advance of maturity by redemption or by purchase of such bonds on the open market or an invitation and receipt of tenders of the lowest dollar price or prices obtainable, but not exceeding the lowest price at which such bonds could be redeemed on the next succeeding redemption date or (ii) be invested so as to restrict the yield thereon to avoid the Bonds or any Tax-Exempt Parity Bonds being classified as “arbitrage bonds” within the meaning of Section 148 of the Code or any Treasury Regulations promulgated thereunder.

Notwithstanding the foregoing, unless the Municipality is provided with an opinion of Bond Counsel that the action specified below will not adversely affect the exclusion of interest on the Bonds or the applicable issue of Tax-Exempt Parity Bonds from gross income for federal income tax purposes (A) moneys in the Earnings Account that are allocable to “proceeds” (within the meaning of Treas. Reg. § 1.148-1(b)) of the Bonds or any issue of Parity Bonds may only be deposited in the Interest and Principal Account if such moneys will be used to pay interest on or principal of the issue to which such proceeds are allocable, and (B) no moneys that are allocable to proceeds of the Bonds or any issue of Parity Bonds may be used to pay interest on or principal of obligations that are not part of the issue to which the proceeds are allocable.

- (3) *Reserve Account.* The next available amounts in the Special Redemption Fund must be used to make monthly transfers to the Reserve Account until there is on hand in the Reserve Account an amount equal to the Minimum Reserve Amount. Amounts in the Reserve Account must be used whenever necessary to pay principal of or interest on the Bonds and Parity Bonds whenever the Interest and Principal Account and the Earnings Account are insufficient for that purpose. Any amounts in the Reserve Account in excess of the Minimum Reserve Amount must be transferred to the Earnings Account, except that it is expected that \$5,592,475 of the amount in the Reserve Account will be used on November 1, 2029 to pay a portion of the final principal amounts due on the 2004 Refunding Bonds on that date (unless all or a portion of the 2004 Refunding Bonds then Outstanding mature after November 1, 2029, in which case any amounts in the Reserve Account in excess of what will be the Minimum Reserve Amount after the retirement

of the last 2004 Refunding Bond must be transferred to the Earnings Account and used to pay all or a portion of the last principal and interest payments due on the 2004 Refunding Bonds). For the purpose of computing the Minimum Reserve Amount, all investments in the Reserve Account shall be valued semiannually, on each interest payment date, at then current market value. In the event that amounts are withdrawn from the Reserve Account or amounts on deposit in the Reserve Account on any valuation date are less than the Minimum Reserve Amount, the Municipality, from revenues of the System, must restore any amounts so withdrawn or any shortfall so that 12 months following such withdrawal or shortfall the amount on deposit in the Reserve Account equals the Minimum Reserve Amount.

If, 12 months following any withdrawal from the Reserve Account, the amount on deposit in the Reserve Account is less than the Minimum Reserve Amount, then the Financial Officer must certify to the Governing Body the amount necessary to restore the Reserve Account to the Minimum Reserve Amount. Recognizing its moral obligation to do so, the Governing Body expresses its expectation and aspiration that, if presented with such a certification, it will make an appropriation of funds sufficient to restore the Reserve Account to the Minimum Reserve Amount. The Governing Body determines that the System and any appropriation of funds pursuant to this moral obligation pledge serves a public purpose by safeguarding the health and welfare of the Municipality's citizens.

- (4) *Surplus Fund.* Amounts in the Surplus Fund must first be used whenever necessary to pay principal of or interest on the Bonds and Parity Bonds when the Special Redemption Fund is insufficient for that purpose, and thereafter to remedy any deficiency in any of the Funds or Accounts, or if at the close of any Fiscal Year there is no such deficiency, then such amounts may be disbursed as follows:
- (i) to retire Bonds or Parity Bonds in advance of maturity by redemption or by purchase of such bonds on the open market or an invitation and receipt of tenders at the lowest dollar price or prices obtainable, but not exceeding the lowest price at which such bonds could be redeemed on the next succeeding redemption date; or
 - (ii) to rebate payments made by customers of the System pursuant to any plan adopted by the Governing Body of the Municipality; or
 - (iii) to the general fund of the Municipality.

All transfers and deposits within any Fund or Account or to any other Fund or Account required or permitted by this section shall be made at such times as are necessary to carry out the purposes of the applicable Fund or Account.

Section 20. Agreements and Covenants Regarding the Operation of the System.

The Municipality agrees and covenants with each and every registered owner of the Bonds and Parity Bonds as follows:

- (a) The reasonable cost and value of any service rendered to the Municipality by the System by furnishing utility services, including, but not limited to, fire, police, safety and health protection, will, to the extent permitted by law, be charged against the Municipality and be paid by it monthly as the service accrues out of the current revenues of the Municipality collected or in process of collection, exclusive of the Gross Revenues, and, if necessary, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses.
- (b) The Municipality will faithfully and punctually perform all duties concerning the System required by the constitution and statutes of the State of Wisconsin, including the making and collecting of reasonable, lawful, and sufficient rates for services rendered by the System and the segregation and application of the revenues of the System as provided in this resolution.
- (c) The Municipality will not sell, lease, or in any manner dispose of all or any part of the System, or any additions or extensions that may be made to the System, until all Bonds and Parity Bonds have been paid in full, both principal and interest, or until provision has been made for the payment in full of all Bonds and Parity Bonds, both principal and interest, unless the property to be sold, leased or otherwise disposed of has been found by the Governing Body not be necessary or useful in the operation of the System. The proceeds received from any sale, lease, or disposal of any such property of the System must be paid into (i) the Earnings Account of the Special Redemption Fund, if the property sold was acquired or improved with proceeds of the Bonds or Parity Bonds that are tax-exempt obligations, or (ii) the Revenue Fund, in all other cases.
- (d) The Municipality will: (i) operate and maintain the System in good condition; (ii) charge and collect such lawfully established rates and charges for the service rendered by the System so that the Gross Revenues of the System will be sufficient to make the payments into the Funds and Accounts created by this resolution and provide for Net Revenues at least equal to 1.20 times the highest combined annual interest and principal requirements on all Bonds and Parity Bonds then outstanding (for this purpose, the Municipality may treat the final payments due on the 2004

Refunding Bonds as being reduced by the amount expected to be transferred from the Reserve Account and applied toward such final payment); and (iii) promptly take such actions as are necessary to adopt and enforce increased rates whenever such increase shall be necessary to fulfill any covenant of this resolution.

- (e) The Municipality will keep proper books and accounts relating to the System separate from all other records of the Municipality and will cause such books and accounts to be audited annually by a recognized independent firm of certified public accountants and will make available to the owners of any of the Bonds or Parity Bonds the latest balance sheet and the profit and loss statement of the System as certified by such accountants. The registered owners of any the Bonds or Parity Bonds will have the right to inspect the System and the records, accounts and data of the Municipality relating to the System at all reasonable times. Each audit of the books and accounts of the System, in addition to whatever matters may be thought proper by the accountants to be included therein, must include the following: (i) a statement in detail of the revenues and expenditures of the System for the Fiscal Year; (ii) a statement of the Net Revenues as herein defined for the Fiscal Year; (iii) a balance sheet as of the end of the Fiscal Year; (iv) the accountants' comment regarding the manner in which the Municipality has carried out the requirements of this resolution and the accountants' recommendation for any changes or improvements in the operation of the System; (v) a list of the insurance policies in force at the end of the Fiscal Year setting out as to each policy the amount of the policy, the risks covered, the name of the insurer and the expiration date of the policy; and (vi) the number and types of connections at the end of the Fiscal Year.
- (f) The Municipality will carry, for the benefit of the registered owners of the Bonds and Parity Bonds, insurance of a kind and in such amounts as would usually be carried by private companies or other public bodies engaged in operating a similar utility system. All amounts received for losses under any of such insurance policies, except public liability, must be used in repairing the damage or in replacing the property destroyed, unless the Governing Body finds that it is not advisable to repair such damage or replace such property and that the operation of the System will not be impaired if such property is not repaired or such property is not replaced, in which case such amounts shall be deposited in the Earnings Account, provided that any amounts deposited in the Earnings Account must not reduce the amounts otherwise required to be paid into the Special Redemption Fund.
- (g) The Municipality will grant no franchise for the operation of another System (or any part thereof) within the geographic limits of the Municipality, unless the denial of such franchise would be in violation of any law.

- (h) The Municipality will by resolution of its Governing Body require all buildings in the Municipality used for human habitation and located adjacent to service from the System, or located in a block through which service from the System extends, to be connected with service from the System.
- (i) The Municipality will not enter into any contract with any person or persons which would cause any Bonds or Tax-Exempt Parity Bonds to become “private activity bonds,” within the meaning of Section 141(a) of the Code or any Treasury Regulations promulgated thereunder.
- (j) The Municipality will comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds or Tax-Exempt Parity Bonds in order that interest thereon be (or continue to be) excluded from gross income for federal income tax purposes, including, but not limited to the rebate requirements set forth in the Code and the Treasury Regulations. The Municipality will comply with the provisions of the Tax Certificate delivered in connection with the issuance of the Bonds relating to these requirements.

Section 21. Additional Bonds.

The Municipality will issue no notes, bonds, or any other obligations of any kind or nature payable from or enjoying a lien on the Gross Revenues, the Special Redemption Fund or properties of the System on a parity with or having a priority over the Bonds, except as provided in this Section:

- (a) Notes (including bond anticipation notes) or bonds may be issued having a priority over the Bonds and Parity Bonds if either (i) such notes or bonds are issued, wholly or in part, for the purpose of and will provide an amount sufficient, together with the earnings thereon and all other funds legally available therefor, to pay the entire principal of and all interest on the Bonds and Parity Bonds to their maturity or early redemption; or (ii) immediately upon the issuance of such notes or bonds, the Municipality has discharged all the Bonds and Parity Bonds in the manner provided in Section 23 of this resolution.
- (b) Additional notes (including bond anticipation notes) or bonds may be issued on a parity with the Bonds and Parity Bonds if such notes or bonds are issued for the purpose of refunding any of the Bonds or Parity Bonds which either (i) have matured or (ii) will mature not later than 90 days after the date of delivery of such refunding notes or bonds if there is insufficient amounts in the Special Redemption Fund to provide for the required payments.

- (c) Additional notes (including bond anticipation notes) or bonds may be issued on a parity with the Bonds and Parity Bonds if all of the following conditions have been satisfied:
- (1) Either (A) the Net Revenues of the System for the last completed Fiscal Year were at least 1.20 times the highest combined annual interest and principal requirements on all bonds and notes then outstanding payable from the Gross Revenues of the System (other than bonds being refunded) and the bonds or notes so proposed to be issued for any succeeding Bond Year in which there will be a principal maturity on such outstanding bonds or notes (for this purpose, the Municipality may treat the final payments due on the 2004 Refunding Bonds as being reduced by the amount expected to be transferred from the Reserve Account and applied toward such final payment); *provided, however*, that if prior to the authorization of such additional bonds or notes the Municipality has adopted and put into effect a revised schedule of rates, then the Net Revenues of the System for the last completed Fiscal Year which would, in the written opinion of an Independent Consultant employed for that purpose, have resulted from such rates had they been in effect for such period, may be used in lieu of the actual net income for the last completed Fiscal Year; or (B) the need for such financing is evidenced by a certificate or certificates of an Independent Consultant with recognized expertise in utility ratemaking before the Public Service Commission of Wisconsin employed for that purpose, giving a detailed description of the proposed projects to be financed, an estimate of the cost of the proposed projects including proposed capitalized interest, if any, and an estimate of the time of completion of the proposed projects, and showing the feasibility of such financing with reference to projected Net Revenues based on rates and charges projected to be in effect upon completion of such projects; *provided*, that such feasibility shall not be deemed shown unless the projected Net Revenues for each of the two full Fiscal Years next succeeding the estimated date of completion of such projects shall be equal to at least equal to 1.20 times the highest combined annual interest and principal requirements on all bonds and notes then outstanding payable from the Gross Revenues of the System (other than bonds being refunded) and the bonds or notes so proposed to be issued for any succeeding Fiscal Year in which there shall be a principal maturity on such outstanding bonds or notes (for this purpose, the Municipality may treat the final payment due on the Bonds and Parity Bonds as being reduced by the amount expected to be transferred from the Reserve Account and applied toward such final payment). For purposes of this subsection, Net Revenues for any Fiscal Year will be either (x) the Net Revenues shown in the audit of the System's books and accounts for the Fiscal Year

required by Section 20(e) of this resolution, if such an audit is available, or (y) if such an audit is not available, then (i) the estimated, unaudited Net Revenues for the last completed Fiscal Year, or (ii) for as long as any Series 2014 Bonds, Series 2017 Bonds, or Series 2019 Bonds are Outstanding, the lesser of the Net Revenues in (i) above or as shown in the audit for the most recent Fiscal Year for which an audit is available.

- (2) The payments required to be made into the Funds and Accounts continued pursuant to Section 18 of this resolution must be current.
- (3) There must be on hand in the Reserve Account immediately upon the issuance of such additional bonds or notes an amount not less than the Minimum Reserve Amount.
- (4) The additional bonds or notes must be payable as to principal on November 1 of each year and as to interest on May 1 and November 1 of each year.
- (5) The proceeds of the additional bonds or notes must be used solely to refund Bonds or Parity Bonds, or for acquiring or constructing additions, extensions, improvements, renewals or replacements to the System.

In the case of bond anticipation notes, the provisions of the Act shall govern with respect to all matters relating to the lien and sources of payment of such notes.

Section 22. Resolution a Contract; Remedies of Bondholders.

The provisions of this resolution constitute a contract between the Municipality and the registered owners of the Bonds. After the issuance of the Bonds no change or alteration in the provisions of this resolution may be made, except as provided in Section 24 of this resolution and in the definition of "Fiscal Year" in Section 1 of this resolution, until all Bonds have been paid in full as to both principal and interest.

The registered owners of any of the Bonds will have the right, in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce their rights against the Municipality, the Governing Body, and any and all officers and agents thereof, including, but not limited to, the right to require the Municipality, the Governing Body, and any other authorized body to fix and collect rates and charges fully adequate to carry out all provisions and agreements contained in this resolution, and the right to have a receiver appointed for the System in the event of a default in the payment of principal of or interest on the Bonds.

Section 23. Discharge and Satisfaction of Bonds and Covenants.

The agreements, covenants, liens and pledges entered into, created, or imposed pursuant to this resolution may be fully discharged and satisfied with respect to any or all of the Bonds in any one or more of the following ways:

- (a) By paying the Bonds when they become due and payable, or upon their prior redemption, in the manner provided in this resolution;
- (b) By depositing with the appropriate fiscal agent(s) for the Bonds funds in the amount necessary, without consideration of any reinvestment thereof, to pay the principal of and interest on the Bonds until their maturity or earlier redemption; *provided* that if the Bonds are to be redeemed prior to their stated maturities, then (i) the Bonds must have been irrevocably called for redemption by the Governing Body, and (ii) provision must have been made for the required notice of the redemption in the manner provided in this resolution; *provided further*; that any such deposit can only be made if the deposit will not adversely affect the exclusion of interest on the Bonds from gross income of the owners thereof for federal income tax purposes; or
- (c) By depositing with a trustee or an escrow agent, in trust for such purpose, on or before the date of maturity or redemption, money and/or direct obligations of, or obligations the principal of and interest on which are fully guaranteed by the United States of America, in such amount as, together with the income or increment to accrue thereon without consideration of any reinvestment thereof, will be fully sufficient to pay or redeem (when redeemable) the Bonds at or before their respective maturity dates; *provided*, that if a Bond is to be redeemed prior to its stated maturity date, then (i) the Bond must have been irrevocably called for redemption by the Governing Body, and (ii) provision must have been made for the required notice of the redemption in the manner provided in this resolution; *provided, further*, that any such deposit can only be made if the deposit will not adversely affect the exclusion of interest on the Bonds from gross income of the owners thereof for federal income tax purposes..

Upon a payment or a deposit of money or investments in the amount and manner required by this section, all liability of the Municipality with respect to the relevant Bonds will cease, determine, and be completely discharged, and the registered owners of any Bonds that are not then retired will be entitled only to payment out of the money and investments deposited as required by this section.

Section 24. Amendment of Resolution.

Amendment Without the Consent of the Owners. This resolution may be amended from time to time without the consent of the registered owners of the Bonds to make any change

that does not adversely affect the registered owners of the Bonds, including, without limitation, to cure any ambiguities, inconsistencies, or typographical errors that may be contained in this resolution.

Amendment With the Consent of the Owners. This resolution may also be amended from time to time with the written consent of the registered owners of not less than two-thirds in outstanding principal amount of the Bonds and any Parity Bonds (not including any Bonds or Parity Bonds that are held or owned by or for the account of the Municipality) if such amendment affects the owners of any Parity Bonds; *however* this resolution may be amended only with the unanimous written consent of:

- (a) The registered owners of the Bonds (not including any Bonds that are held or owned by or for the account of the Municipality):
 - (i) To make any change in the stated maturity date of or interest rate on any Bond; modify the terms of payment of principal of or interest on any Bond; or impose any conditions with respect to payment of principal of or interest on any Bond;
 - (ii) To materially affect the rights of the owners of less than all Bonds then outstanding; or
 - (iii) To reduce the required outstanding principal amount of the Bonds for which consent must be given to effect any future amendments to this resolution; and
- (b) The registered owners of any series of Parity Bonds (not including any Parity Bonds of the series that are held or owned by or for the account of the Municipality):
 - (i) To make any change in the stated maturity date of or interest rate on any Parity Bond of the series; modify the terms of payment of principal of or interest on any Parity Bond of the series; or impose any conditions with respect to payment of principal of or interest on any Parity Bond of the series;
 - (ii) To materially affect the rights of the owners of less than all Parity Bonds of the series then outstanding; or
 - (iii) To reduce the required outstanding principal amount of Parity Bonds of the series for which consent must be given to effect any future amendments to this resolution.

Notice. If the Municipality proposes to amend this resolution under any provision of this section, then the Municipality must cause notice of the proposed amendment (the “**Amendment Notice**”) and, if consent is required, a form of consent to the proposed amendment (the “**Consent**”) to be (i) sent by certified mail to all registered owners of the Bonds and, if appropriate, any Parity Bonds, and (ii) filed with the Bond Purchaser. The Amendment Notice

must briefly describe the nature of the proposed amendment and must state that a copy of the proposed amendment is on file for public inspection in the office of the Recording Officer. The Consent must refer to the proposed amendment, specifically evidence consent to and approval of the proposed amendment, and be dated by the owner of the Bonds and, if appropriate, the Parity Bonds upon execution of the Consent. The Amendment Notice and Consent may be one instrument.

If on any date prior to one year after the date of the mailing of the Amendment Notice and Consent the Recording Officer receives Consents executed by the registered owners of the Bonds and Parity Bonds owning not less than the required outstanding principal amount to approve the amendment, then the Governing Body may adopt a resolution effecting the proposed amendment and, upon the adoption of the resolution effecting the proposed amendment, the proposed amendment will become effective and binding upon the registered owners of all of the Bonds and Parity Bonds issued after the Bonds.

Any Consent given by the registered owner of a Bond or Parity Bond pursuant to the provisions of this section will be irrevocable for a period of six months from the date of the Consent and will be conclusive and binding upon all future registered owners of the same Bonds or Parity Bonds during the six-month period. A Consent may be revoked on any date after the six-month period by the registered owner who gave the Consent or by a successor in title by filing notice of such revocation with the Recording Officer; *provided* that a revocation will not be effective if the Recording Officer has already received Consents from registered owners of the Bonds and Parity Bonds owning not less than the required outstanding principal amount to approve the amendment, evidencing their consent to and approval of the proposed amendment that was the subject of the Consent.

Section 25. Sale of Bonds.

The Municipality awards the sale of the Bonds to the Bond Purchaser at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Bonds. The Municipality approves and accepts the purchase agreement signed and presented by the Bond Purchaser to evidence the purchase of the Bonds (the “**Bond Purchase Agreement**”). The Municipal Officers are directed (a) to sign the Bond Purchase Agreement in the Municipality’s name and (b) to take any additional actions needed to complete the sale of the Bonds, including arranging for a specific date, location, and time of closing of the sale.

The Municipal Officers are directed to sign the Bonds and to deliver the Bonds to the Bond Purchaser through the facilities of DTC in accordance with the Bond Purchase Agreement and this resolution. The Bonds may be delivered to the Bond Purchaser upon payment by the Bond Purchaser of the Purchase Price, plus any accrued interest, as required by this resolution.

Unless waived by the Bond Purchaser, the delivery of the Bonds is conditioned upon the Municipality furnishing the following items to the Bond Purchaser:

- (i) The Bonds, together with the written, unqualified approving opinion of Bond Counsel, evidencing the legality of the Bonds and that interest on

the Bonds will be excluded from gross income for federal income tax purposes.

- (ii) A transcript of the proceedings relating to the issuance of the Bonds.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Bonds or the right of the Municipality to issue them at the time of their delivery.

Section 26. Disposition of Bond Proceeds.

The proceeds from the sale of the Bonds shall be disbursed as follows:

- (a) All accrued interest, if any, shall be deposited in the Interest and Principal Account of the Special Redemption Fund.
- (b) Any contingency or rounding amount shall be deposited in the Interest and Principal Account of the Special Redemption Fund and used to pay interest on the Bonds.
- (c) The remaining proceeds from the sale of the Bonds shall be deposited in the 2020 Construction Fund and used as described in Section 18(a)(6).

Section 27. Fund Transfers.

An amount in the Reserve Account of \$_____, which is the amount in excess of the Minimum Reserve Amount, shall be transferred on the Original Issue Date from the Reserve Account to the Earnings Account of the Special Redemption Fund.

Section 28. Official Statement.

The Municipality approves and ratifies the preliminary offering document prepared and distributed in connection with the sale of the Bonds, and the Municipality authorizes and directs the final version of such document (the “**Official Statement**”) to be prepared and distributed prior to the issuance of the Bonds; *provided, however*, that the Official Statement shall be substantially in the form submitted to this meeting, with such modifications as the Municipal Officers approve. The Municipal Officers are directed to deliver copies of the Official Statement to the Bond Purchaser and, if the Bond Purchaser requests, execute one or more copies on behalf of the Municipality. Execution and delivery of the Official Statement conclusively evidences the approval of the Municipal Officers.

Section 29. Publication of Notice.

The Recording Officer is directed to publish notice that the Municipality has agreed to sell the Bonds. The notice shall be published promptly after the execution of the Bond Purchase Agreement in the Municipality’s official newspaper as a class 1 notice under Chapter 985 of the Wisconsin Statutes. The notice shall be in substantially the form shown in Exhibit B hereto. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall

compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 30. Authorization of Officers.

The appropriate officers of the Municipality are directed to prepare and furnish the following items to the Bond Purchaser and the attorneys approving the legality of the Bonds:

- (i) Certified copies of proceedings and records of the Municipality relating to the Bonds and to the financial condition and affairs of the Municipality.
- (ii) Other affidavits, certificates, and information as may be required to show the facts about the legality of the Bonds as such facts appear on the books and records under the officer's custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose are representations of the Municipality as to the facts they present.

Section 31. Tax Law Covenants.

The Municipality covenants that it will comply with all requirements of the Code, and the Treasury Regulations promulgated thereunder, that shall be satisfied so that interest on the Bonds will be excluded from gross income for federal income tax purposes.

Section 32. Further Authorization.

The Municipality authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 33. Conflict with Prior Acts.

In case any part of a prior action of the Governing conflicts with this resolution, the Municipality rescinds that part of the prior action, except that this section shall not be interpreted as rescinding any part of the Prior Resolutions.

Section 34. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 35. Effective Date.

This resolution takes effect upon its adoption and approval in the manner provided by law.

* * * * *

Adopted: March 2, 2021

Approved: March __, 2021

Mayor

Clerk

EXHIBIT A
FORM OF BOND

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF WISCONSIN
CITY OF GREEN BAY

Registered

No. R-____

\$ _____

WATER SYSTEM REVENUE BOND, SERIES 2021

<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u>	<u>Original</u> <u>Issue Date</u>	<u>CUSIP</u>
_____%	November 1, 20__	March 23, 2021	392690 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF GREEN BAY, WISCONSIN (herein called the “**Municipality**”) hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner, solely from the income and revenues hereinafter specified, the Principal Amount on the Maturity Date, and interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is due and payable on each May 1 and November 1 until the Principal Amount has been paid, beginning on November 1, 2021. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Bond is one of a duly authorized issue of revenue bonds (the “**Bonds**”) of the Municipality of an aggregate principal amount of \$7,060,000, all of which are of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the Municipality pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621 of the Wisconsin Statutes, and acts supplementary thereto.

This Bond, together with interest hereon, is payable in lawful money of the United States of America, together with the Municipality's outstanding (i) \$14,055,000 Water System Revenue Refunding Bonds, Series 2014, dated October 14, 2014, (ii) \$15,730,000 Taxable Water System Revenue Refunding Bonds, Series 2017, dated October 17, 2017, and (iii) \$18,705,000 Water System Revenue Refunding Bonds, Series 2019, dated August 5, 2019 (the "**Outstanding Bonds**"), from the income and revenues to be derived from the operation of the Municipality's water utility (the "**System**") to be set aside in the "Water System Special Redemption Fund," which was created by a resolution adopted by the governing body of the Municipality on September 21, 2004 (the "**2004 Resolution**") and affirmed and continued by subsequent resolutions, including a resolution adopted by the governing body of the Municipality on March 2, 2021 (the "**2021 Resolution**"). The 2021 Resolution is entitled "A Resolution Authorizing and Providing for the Sale and Issuance of \$7,060,000 Water System Revenue Bonds, Series 2021 and All Related Details". Reference is hereby made to the 2021 Resolution for a more complete statement of the revenues from which and conditions under which this Bond is payable, the provisions pursuant to which this Bond has been issued, and the conditions under which bonds may hereafter be issued on a parity with this Bond. The Bonds rank on a parity with the Outstanding Bonds. This Bond does not constitute an indebtedness of the Municipality within the meaning of any constitutional or statutory limitation or provision.

This Bond is a valid claim of the registered owner hereof only against the Water System Special Redemption Fund and the revenues of the System pledged to the Water System Special Redemption Fund. Sufficient revenues of the System have been pledged to the Water System Special Redemption Fund and will be used for no other purpose than to pay the principal of and interest on the Bonds and the Outstanding Bonds as the same becomes due.

On the date of their initial delivery, the Bonds will be maintained in a system in which no physical distribution of certificates representing ownership of the Bonds is made to the owners of the Bonds but instead all outstanding Bonds are registered in the name of a securities depository appointed by the Municipality (a "**Depository**"), or in the name of the Depository's nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Bonds electronically (a "**Book-Entry System**"). So long as the Bonds are maintained in a Book-Entry System, then the principal of, and interest on, this Bond will be paid by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect by ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, or any successor fiscal agent appointed by the Municipality (hereinafter, the "**Fiscal Agent**"), which will act as paying agent and registrar for the Bonds.

If on any date the Bonds are *not* being maintained in a Book-Entry System, then (i) the principal of this Bond will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or prior redemption date at the designated office of the Fiscal Agent, and (ii) the interest on this Bond will be paid by the Fiscal Agent, on each interest payment date, by wire or other electronic transfer or by check of the Fiscal Agent sent by first class mail to the person or entity in whose name this Bond is registered in the register (the "**Register**") maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the "**Record Date**"). The Municipality and the Fiscal Agent may treat the entity or person in whose name this Bond is registered on the Register as the absolute owner of this Bond for all purposes.

The Bonds maturing on or after November 1, 2029 are subject to redemption prior to their stated maturity dates, at the Municipality's option, in whole or in part, in the order of maturity selected by the Municipality, on November 1, 2028 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed plus accrued interest to the redemption date, and no premium will be paid. If payment of a Bond called for redemption has been made or provided for, then interest on the Bond stops accruing on the stated redemption date. If less than all outstanding Bonds are redeemed, then the Bonds will be redeemed in \$5,000 multiples as described below[, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Municipality will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption].

[The Bonds maturing on November 1 in the years 2030, 2032, 2036, 2038, and 2040 (collectively, the "**Term Bonds**") are also subject to mandatory partial redemptions prior to their stated maturity dates by operation of a sinking fund. On the following redemption dates (each a "**Sinking Fund Redemption Date**") the Municipality will redeem the following principal amounts (subject to reduction as provided in the immediately preceding paragraph) of the Term Bonds:

Term Bonds Maturing November 1, 20

Sinking Fund Redemption Date (November 1)	Principal Amount To be Redeemed
20	\$,000
20 (Stated Maturity)	,000

Term Bonds Maturing November 1, 20

Sinking Fund Redemption Date (November 1)	Principal Amount To be Redeemed
20	\$,000
20 (Stated Maturity)	,000

Term Bonds Maturing November 1, 20

Sinking Fund Redemption Date (November 1)	Principal Amount To be Redeemed
20	\$,000
20	,000
20	,000
20 (Stated Maturity)	,000

Term Bonds Maturing November 1, 20

<u>Sinking Fund Redemption Date (November 1)</u>	<u>Principal Amount To be Redeemed</u>
20	\$,000
20 (Stated Maturity)	,000

Term Bonds Maturing November 1, 20

<u>Sinking Fund Redemption Date (November 1)</u>	<u>Principal Amount To be Redeemed</u>
20	\$,000
20 (Stated Maturity)	,000

The redemption price will be 100% of the principal amount so redeemed, plus accrued interest thereon to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Bonds to be redeemed will be selected in the manner described below and the Municipality will give notice of the redemption in the manner described below.

So long as the Bonds are being maintained in a Book-Entry System the following provisions apply:

Transfers. The Bonds are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Bonds and the Municipality appoints a successor securities depository. If that happens, then upon the surrender of the Bonds to the Fiscal Agent, the Municipality will issue new fully registered Bonds in the same aggregate principal amounts to the successor securities depository and the Bonds will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Bonds (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Bonds, or (ii) with respect to any particular Bond, after such Bond has been called for redemption.

Partial Redemption. If less than all the principal amount of a specific maturity is to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Bonds to be redeemed. If a Bond has been called for redemption but less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Bond, the Municipality will issue one or more new Bonds in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Bonds will be sent to the Depository, in the manner required by the Depository, not less than 30, and

not more than 60, days prior to the proposed redemption date. A notice of redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed redemption date.

If on any date the Bonds are not being maintained in a Book-Entry System, then the following provisions apply:

Transfers. Each Bond is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Bond shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Municipality will issue one or more new fully registered Bonds, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Bonds and upon the payment of a charge sufficient to reimburse the Municipality or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Bonds (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Bonds, or (ii) with respect to any particular Bond, after such Bond has been called for redemption.

Partial Redemption. If less than all the principal amount of a specific maturity is to be redeemed, then the Municipality or the Fiscal Agent will randomly select the Bonds to be redeemed. If a Bond has been called for redemption but less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Bond, the Municipality will issue one or more new Bonds in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Bonds shall be sent by first class mail not less than 30, and not more than 60, days before the redemption date to the registered owners of any Bonds to be redeemed, at the respective addresses set forth in the Register. A notice of redemption may be revoked by sending a notice by first class mail not less than 15 days prior to the proposed redemption date to the registered owners of the Bonds which have been called for redemption.

The Municipality certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Bond and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; and that a sufficient amount of the income and revenue to be received by the Municipality from the

operation of the System has been pledged to and will be set aside into a special fund for the payment of the principal of, and interest on, this Bond.

IN WITNESS WHEREOF, the Municipality, by its governing body, has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk, and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the Original Issue Date.

CITY OF GREEN BAY, WISCONSIN

By: _____
Mayor

[SEAL]

And: _____
Clerk

Certificate of Authentication:

Dated: March __, 2021

This Bond is one of the Bonds described in the within-mentioned 2019 Resolution.

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

Authorized Signatory

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Fiscal Agent, which requirements include membership or participation in the Securities Transfer Association Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Bond in every particular, without alteration or enlargement or change whatsoever. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of such person’s authority to act must accompany this Bond.

EXHIBIT B

NOTICE TO THE ELECTORS OF THE CITY OF GREEN BAY, WISCONSIN RELATING TO BOND SALE

On March 2, 2021, pursuant to Section 66.0621 of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of Green Bay, Wisconsin authorized the borrowing of money and entered into a contract to sell water system revenue bonds in the principal amount of \$7,060,000. It is anticipated that the closing of this bond financing will be held on or about March 23, 2021. 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 City Clerk at 100 North Jefferson Street, Green Bay, Wisconsin between the hours of 9:00 a.m. and 4:00 p.m. on weekdays.

This notice is given pursuant to Section 893.77 of the 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.

Publication Date: March ____, 2021

/s/ Celestine Jeffreys
City Clerk

CERTIFICATIONS BY CLERK

I, Celestine Jeffreys, certify that I am the duly qualified and acting Clerk of the City of Green Bay, Wisconsin (the “**Municipality**”), and as such I have in my possession, or have access to, the complete corporate records of the Municipality and of its Common Council (the “**Governing Body**”) and that attached to this certificate is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

A Resolution Authorizing and Providing for the Sale and Issuance of \$7,060,000 Water System Revenue Bonds, Series 2021, and All Related Details

I further certify as follows:

1. **Meeting Date.** On March 2, 2021, a meeting of the Governing Body was held beginning at _____ p.m.
2. **Posting.** On February ____, 2021 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality’s offices in Green Bay, Wisconsin a notice setting forth the date, time, location, and subject matter of said meeting. The notice specifically referred to the Resolution.
3. **Notification of Media.** On February ____, 2021 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Municipality. The communication specifically referred to the Resolution.
4. **Open Meeting Law Compliance.** The meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** The meeting was duly called to order by the Mayor (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were ____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** 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 the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ____ of the Governing Body members voted Aye, ____ voted Nay, and ____ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on March ___, 2021 and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution this certificate is attached to.

9. **Publication of Notice.** I have caused the Notice to Electors, in the form of Exhibit B to the Resolution, to be published in the place specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this certificate on March ___, 2021.

[SEAL]

Clerk

RESOLUTION AUTHORIZING LOCATION OF POLLING PLACES AND ASSIGNMENT OF WARDS

March 2, 2021

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

Wards of the City shall be assigned to the following polling locations for the April 6, 2021 Election:

(See attachment, "2021-03-02 FINAL Polling Locations Spring General")

Adopted _____

Approved _____

_____ Mayor

_____ Clerk

City of Green Bay, WI Polling Locations, Spring General Election, April 6, 2021

Aldermanic District	Ward(s)	Location	Address
1, 2	1, 2, 3,	UWGB (Phoenix Rooms)	2420 Nicolet Dr, Green Bay, WI 54311
1, 5	4 and 19	Christ of the Bay Lutheran Church	450 Laverne Dr, Green Bay, WI 54311
2,	5, 8	Atonement Lutheran Church	2132 Deckner Ave, Green Bay, WI 54302
2,	6, 7	Frederick Froebel Garden of Early Learning	3542 Finger Road, Green Bay, WI 54311
3, 4	9, 14	Wilder Park Shelter	1217 Edgewood Drive, Green Bay, WI 54311
6,7	21, 27	Green Bay, WI Metro	901 University Ave, Green Bay, WI 54302
3, 5	10, 18	St. Bernard Parish	2040 Hillside Ln, Green Bay, WI 54302
3,	11, 12	Central Assembly of God Church	831 Shoen Street, Green Bay, WI 54302
4,	15,	First United Church of Christ	509 S. Webster, Green Bay, WI 54301
4,	16,	Union Congregational	716 S. Madison, Green Bay, WI 54301
4, 5, 6	13, 20, 17, 22, 23	Wildlife Sanctuary	1660 E Shore Dr, Green Bay, WI 54302
6,	24,	Green Bay, WI Labor Temple	1570 Elizabeth St, Green Bay, WI 54302
7,	26,	Neighborworks	437 S Jackson St, Green Bay, WI 54301
7, 9	28, 30	First Presbyterian Church	200 S Ashland Ave, Green Bay, WI 54303
9,	29,	Trinity Lutheran Church	330 S Broadway, Green Bay, WI 54303
9, 8	31, 34	St. Joseph Church	936 Ninth Street, Green Bay, WI 54304
8,	25, 32	Redeemer Lutheran Church	210 S Oneida St, Green Bay, WI 54303
8,	33, 35	Calvary Lutheran Church	1301 S Ridge Rd, Green Bay, WI 54304
8, 10,	36, 37	Seventh- Day Adventist Church	1414 Shawano Ave, Green Bay, WI 5430
10,	38,	St. Paul's United Methodist Church	341 Wilson Ave, Green Bay, WI 54303
10,	40, 39	St. Jude Church	1420 Division St, Green Bay, WI 54303
11, 12	41, 45, 47	Botanical Gardens	2600 Larsen Rd, Green Bay, WI 54303
11,	42, 43	Living Hope Church	1840 W Mason St, Green Bay, WI 54303
11,	44,	Bridge Point Church	2421 W Point Rd, Green Bay, WI 54304
12,	46,	Church of Christ	2683 W Point Rd, Green Bay, WI 54304

PLANNING ORDINANCE NO. 01-21

**AN ORDINANCE
AMENDING THE OFFICIAL MAP OF THE
CITY OF GREEN BAY TO REVISE THE
GREENWAY BOUNDARIES ALONG ERIE ROAD
(OMA 21-01)**

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

SECTION 1. The Official Map of the City of Green Bay, as created by Section 12.02, Green Bay Municipal Code, is hereby amended by revising the Greenway boundaries, generally located along Erie Road, as depicted on a map attached hereto, described as tax parcel 21-40-6, and made a part of this ordinance as though fully set forth herein.

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 12.03, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2021.

APPROVED:

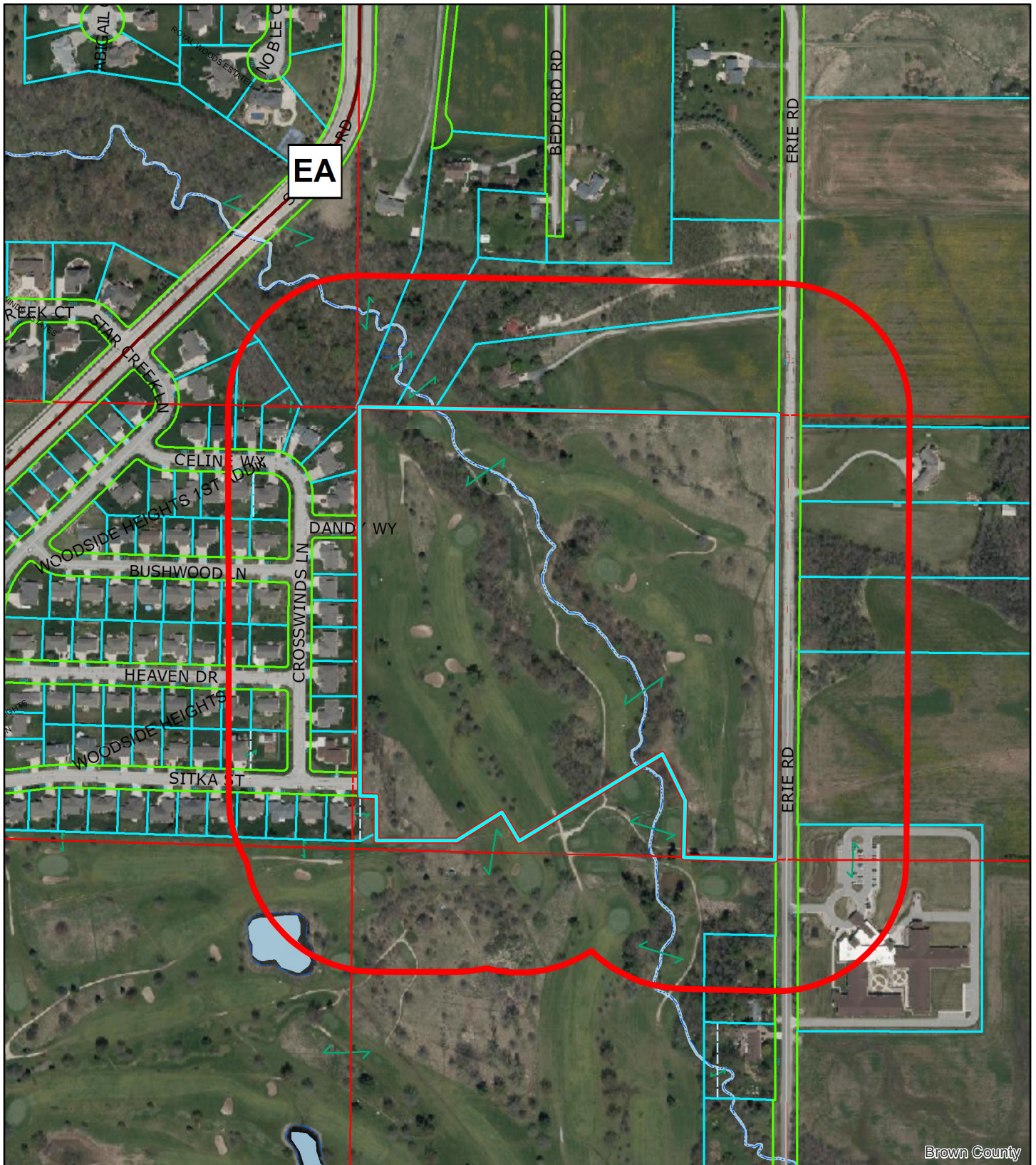
Mayor

ATTEST:

Clerk

sjh

Attachments – Legal Description and Map



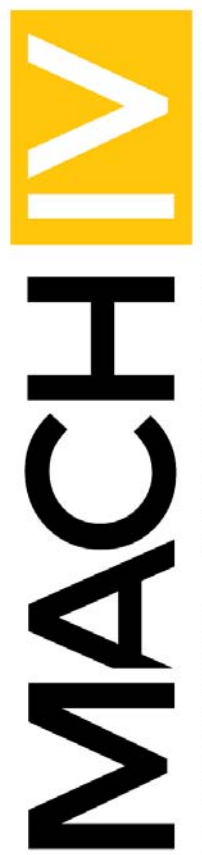
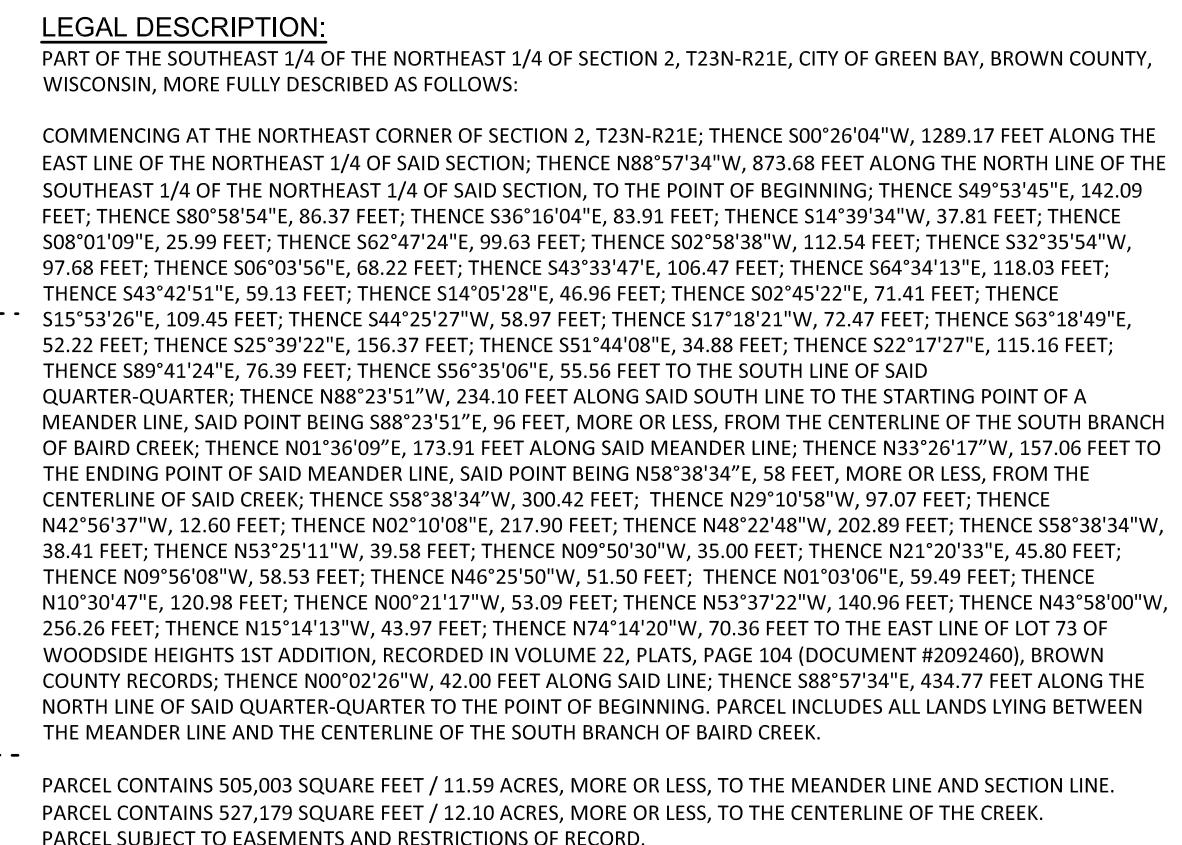
This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 10 Feb 2021 X:\Planning\Basemaps\template_8.5x11.mxd

(OMA 21-01) Amend Greenway Boundary Along Erie Road



0 115 230 460 Feet

- Subject Parcel
- 400' Notification Area



ENGINEERING • SURVEYING • ENVIRONMENTAL

22260 Salscheider Court Green Bay, WI 54313
PH: 920-569-5765; Fax: 920-569-5767
www.mach-iv.com

PARKWAY EXHIBIT

THE WOODS
APPRAISAL EXHIBIT

JANUARY 29, 2021 MEETING W

									REVISION DESCRIPTION
									NO.
DATE: 01/29/2021									
DRAFTED BY: RPH									
CHECKED BY:									
PROJECT NO.: 1707-01-19									
DRAWING NUMBER									
SHEET NUMBER									
1									
								OF	1

PARCEL A:

PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, T23N-R21E, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 2, T23N-R21E; THENCE S00°26'04"W, 1289.17 FEET ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE N88°57'34"W, 873.68 FEET ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION, TO THE POINT OF BEGINNING; THENCE S49°53'45"E, 142.09 FEET; THENCE S80°58'54"E, 86.37 FEET; THENCE S36°16'04"E, 83.91 FEET; THENCE S14°39'34"W, 37.81 FEET; THENCE S08°01'09"E, 25.99 FEET; THENCE S62°47'24"E, 99.63 FEET; THENCE S02°58'38"W, 112.54 FEET; THENCE S32°35'54"W, 97.68 FEET; THENCE S06°03'56"E, 68.22 FEET; THENCE S43°33'47"E, 106.47 FEET; THENCE S64°34'13"E, 118.03 FEET; THENCE S43°42'51"E, 59.13 FEET; THENCE S14°05'28"E, 46.96 FEET; THENCE S02°45'22"E, 71.41 FEET; THENCE S15°53'26"E, 109.45 FEET; THENCE S44°25'27"W, 58.97 FEET; THENCE S17°18'21"W, 72.47 FEET; THENCE S63°18'49"E, 52.22 FEET; THENCE S25°39'22"E, 156.37 FEET; THENCE S51°44'08"E, 34.88 FEET; THENCE S22°17'27"E, 115.16 FEET; THENCE S89°41'24"E, 76.39 FEET; THENCE S56°35'06"E, 55.56 FEET TO THE SOUTH LINE OF SAID QUARTER-QUARTER; THENCE N88°23'51"W, 234.10 FEET ALONG SAID SOUTH LINE TO THE STARTING POINT OF A MEANDER LINE, SAID POINT BEING S88°23'51"E, 96 FEET, MORE OR LESS, FROM THE CENTERLINE OF THE SOUTH BRANCH OF BAIRD CREEK; THENCE N01°36'09"E, 173.91 FEET ALONG SAID MEANDER LINE; THENCE N33°26'17"W, 157.06 FEET TO THE ENDING POINT OF SAID MEANDER LINE, SAID POINT BEING N58°38'34"E, 58 FEET, MORE OR LESS, FROM THE CENTERLINE OF SAID CREEK; THENCE S58°38'34"W, 300.42 FEET; THENCE N29°10'58"W, 97.07 FEET; THENCE N42°56'37"W, 12.60 FEET; THENCE N02°10'08"E, 217.90 FEET; THENCE N48°22'48"W, 202.89 FEET; THENCE S58°38'34"W, 38.41 FEET; THENCE N53°25'11"W, 39.58 FEET; THENCE N09°50'30"W, 35.00 FEET; THENCE N21°20'33"E, 45.80 FEET; THENCE N09°56'08"W, 58.53 FEET; THENCE N46°25'50"W, 51.50 FEET; THENCE N01°03'06"E, 59.49 FEET; THENCE N10°30'47"E, 120.98 FEET; THENCE N00°21'17"W, 53.09 FEET; THENCE N53°37'22"W, 140.96 FEET; THENCE N43°58'00"W, 256.26 FEET; THENCE N15°14'13"W, 43.97 FEET; THENCE N74°14'20"W, 70.36 FEET TO THE EAST LINE OF LOT 73 OF WOODSIDE HEIGHTS 1ST ADDITION, RECORDED IN VOLUME 22, PLATS, PAGE 104 (DOCUMENT #2092460), BROWN COUNTY RECORDS; THENCE N00°02'26"W, 42.00 FEET ALONG SAID LINE; THENCE S88°57'34"E, 434.77 FEET ALONG THE NORTH LINE OF SAID QUARTER-QUARTER TO THE POINT OF BEGINNING. PARCEL INCLUDES ALL LANDS LYING BETWEEN THE MEANDER LINE AND THE CENTERLINE OF THE SOUTH BRANCH OF BAIRD CREEK.

PARCEL CONTAINS 505,003 SQUARE FEET / 11.59 ACRES, MORE OR LESS, TO THE MEANDER LINE AND SECTION LINE.

PARCEL CONTAINS 527,179 SQUARE FEET / 12.10 ACRES, MORE OR LESS, TO THE CENTERLINE OF THE CREEK.

PARCEL SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.