



AGENDA OF THE COMMON COUNCIL

TUESDAY, MARCH 16, 2021, 6:00 PM

Virtual Meeting. Public may join via Zoom.

A. Zoom Meeting Information.

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

B. Roll Call.

C. Pledge of Allegiance.

D. Invocation.

- I. The invocation will be led by Alder Chris Wery, District 8.

E. Approval of Minutes.

- I. Approval of the minutes from the March 2, 2021 Common Council Meeting.

F. Approval of the Agenda.

G. Report by the Mayor.

H. Announcements.

I. Public Hearings.

- 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.

J. Ordinances - Second Reading for Adoption.

- 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.

K. Report of the Improvement & Services Committee (March10, 2021).

1. To approve the 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 and to include this sidewalk installation in the 2022 work program.
2. To refer to staff to complete the sidewalk study and estimate the cost of installation on request to install sidewalks on the east side of N. Irwin Avenue from St. Clair Street to the East River and notify residents of the results. (Ald. Galvin)
3. To approve the request by Department of Public Works to award a Professional Engineering Services Contract to McMahon Associates, Inc. for Engineering Design Services for West Seymour Park Storm Water Facility in the amount of \$27,000.
4. To approve the request by Department of Public Works to award a Professional Engineering Services Contract to McMahon Associates, Inc. for Engineering Design Services for East Seymour Park Storm Water Facility in the amount of \$25,000.
5. To approve the request by Department of Public Works to authorize Amendment No. 1 for the Professional Services Agreement between the City and Collins Engineers, Inc. in the amount of \$51,050 for the design work for modifying the docking facilities in Leicht Park.
6. To approve the request by Department of Public Works to enter into a Master License Agreement with NET LEC, LLC (Cellcom) for the installation of small cell network in the City rights-of-way.
7. To approve the award of the contract PAVEMENT 1-21 GRAY STREET RECONSTRUCTION to the low responsive bidder, DeGroot, Inc., in the amount of \$2,630,367.59.
8. To approve the request by Wisconsin Public Service Corporation for an Easement to facilitate expansion of Green Bay Water Utility at 631 S. Adams Street (Tax Parcel Number 15-36).
9. To receive and place on file the report of actions taken by Department of Public Works

A. Granting of Licenses

I. Sidewalk Builder

- a. Andersen Basement Repair Inc.
- b. Carter Trucking & Excavating, Inc.
- c. In The Countryside Concrete
- d. Quinn & Sons Concrete Construction, LLC

L. Report of the Protection & Policy Committee (March 8, 2021).

1. To approve "Class B" Combination license by Twisted Throttle Saloon, LLC with a licensed premises description as "bar area, 2 bathrooms, basement," with the approval of the proper authorities. (Previously licensed as Baker & Mac Arthur, Inc).

2. To approve a request by Kokoro, LLC at 875 Lombardi Ave. to extend the issuance of their liquor license to May 15, 2021 (Granted at the 10/6/2020 Common Council Meeting and extension granted to February 2021 at 12/1/2020 Common Council Meeting).
3. To receive and place on file the Liquor Violation Report for March 8, 2021.

M. Report of the Plan Commission (March 8, 2021).

1. To refer back to staff the request to amend Chapter 13-303, Land Use Definitions, Chapter 13-1606(j), Drive-through facility, Chapter 13-1714, Figure 2, Off-Street parking regarding requirements for drive-through facilities to find justification regarding the proposed drive through lane widths in the draft ordinance. (03/09/2021)
2. To amend Chapter 13-714, Table 7-3 Permitted accessory use regarding solar energy systems, submitted by the Zoning Administrator. (Public Hearing held 03/08/2021)

N. Report of the Finance Committee (March 9, 2021).

1. To acknowledge receipt and receive and place on file the City of Green Bay's 10-33 program inventory.
2. To receive and place on file the report of the Claims Committee.

The Council may convene in closed session pursuant to Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Council 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 Personnel Committee (March 9, 2021).

1. To approve the request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
 - a. Parking Building Technician - Public Works
 - b. Neighborhood Compliance Inspector - Community and Economic Development

P. Report of the Redevelopment Authority (March 9, 2021).

1. For staff to proceed with negotiations as discussed in closed session on the request from Bank of Luxemburg for the City to continue to renew its continuing guaranty of the HCW, LLC loan for the property located at 301 N. Adams Street, Units 210-260 (the second floor of The City Center).

The Common Council may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons, and Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Common Council will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

2. To adopt an Allocation Amendment Resolution and amend the Project Plan for TID Seven (7), Ashland Avenue and Lombardi Avenue Corridors to include an allocation not to exceed \$850,000 to TID Twenty-Three (23), Legends District, for purposes of blight elimination and public infrastructure costs, and forward to the Green Bay City Council and Joint Review Board for their consideration.
3. To adopt an Affordable Housing Extension Resolution for TID Seven (7), Ashland Avenue and Lombardi Avenue Corridors, and forward to the Green Bay City Council for their consideration.
4. To adopt a Termination Resolution for the dissolution of a Project Plan, for the closure of TID Seven (7), Ashland Avenue and Lombardi Avenue Corridors, and forward to the Green Bay City Council for their consideration.
5. To adopt an Affordable Housing Extension Resolution for TID Eight (8), Henry and Morrow Streets, and forward to the Green Bay City Council for their consideration.
6. To adopt a Termination Resolution for the dissolution of a Project Plan, for the closure of TID Eight (8), Henry and Morrow Streets, and forward to the Green Bay City Council for their consideration.
7. To adopt a Termination Resolution for the dissolution of a Project Plan, for the closure of TID Nine (9), State Highway 54/57 Business Park, and forward to the Green Bay City Council for their consideration.
8. To adopt an Allocation Amendment Resolution and amend the Project Plan for TID Twenty-Three (23), Legends District, to be able to receive an allocation not to exceed \$850,000 from TID Seven (7), Lombardi Avenue and Ashland Avenue Corridors, for purposes of blight elimination and public infrastructure costs, and forward to the Green Bay City Council and Joint Review Board for their consideration.

Q. Report of the Tax Incremental Districts Joint Review Board (March 8, 2021).

1. The Tax Incremental Districts Joint Review Board held their organizational meeting to discuss TIDs 7, 8, 9, and 23. No action was taken.

R. Receive and Place on File.

1. Building Permit Report for February 2021
2. Municipal Court Report for February 2021

S. Committee of the Whole

1. Consideration with possible action on allegations pertaining to the 2020 Election, including discussion about recent media reports and the March 10, 2021 Wisconsin Assembly Committee on Campaigns and Elections meeting.

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

2. Consideration with possible action on a Resolution Expressing Full Confidence in the Administration of Green Bay's August and November 2020 Elections.

T. Resolutions.

1. Resolution regarding an allocation amendment for Tax Increment District Number Seven (7), Ashland Avenue and Lombardi Avenue Corridors ("TID 7")
2. Resolution regarding an affordable housing extension for Tax Increment District Number Seven (7), Ashland Avenue and Lombardi Avenue Corridors ("TID 7")
3. Resolution regarding termination of Tax Increment District Number Seven (7), Ashland Avenue and Lombardi Avenue Corridors ("TID 7")
4. Resolution regarding an affordable housing extension for Tax Increment District Number Eight (8), Henry and Morrow Streets ("TID 8")
5. Resolution regarding termination of Tax Increment District Number Eight (8), Henry and Morrow Streets ("TID 8")
6. Resolution regarding termination of Tax Increment District Number Nine (9) State Highway 54/57 Business Park ("TID 9")
7. Resolution regarding an allocation amendment for Tax Increment District Number Twenty-Three (23), Legends District ("TID 23")
8. Resolution approving easement to Wisconsin Public Service at Tax Parcel 15-36.
9. Resolution approving dedication of City-owned lands required for an alley between S. Jackson Street and S. Van Buren Street from Chicago Street to 240 feet north thereof.
10. Resolution expressing full confidence in the administration of Green Bay's August and November 2020 Elections.

U. Ordinances - First Reading.

1. General Ordinance No. 06-21
An ordinance amending Section 13-714, Green Bay Municipal Code, Relating to Accessory Uses in Mixed-Use Districts.

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 16, 2021

Zoom Meeting Information

Join Zoom Meeting

<https://us02web.zoom.us/j/84708678193>

Meeting ID: 847 0867 8193

Passcode: 544306

One tap mobile

+19292056099,,84708678193#,,,,*544306# US (New York)

+13017158592,,84708678193#,,,,*544306# US (Washington DC)

Dial by your location

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 847 0867 8193

Passcode: 544306

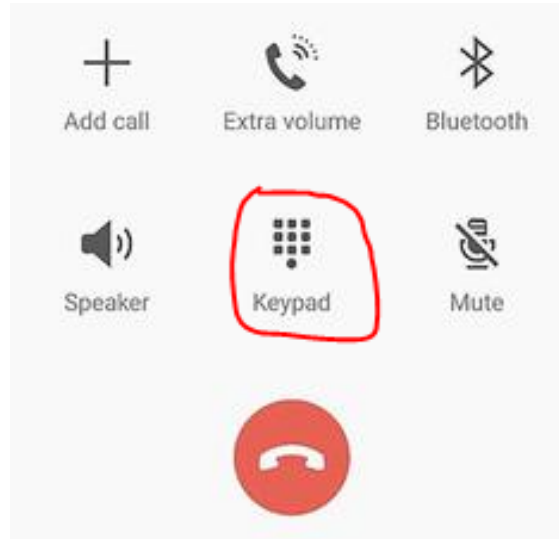
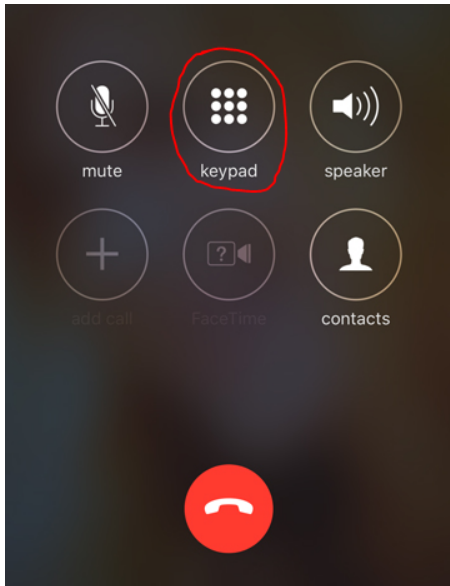
Find your local number: <https://us02web.zoom.us/j/84708678193>

Additional Information

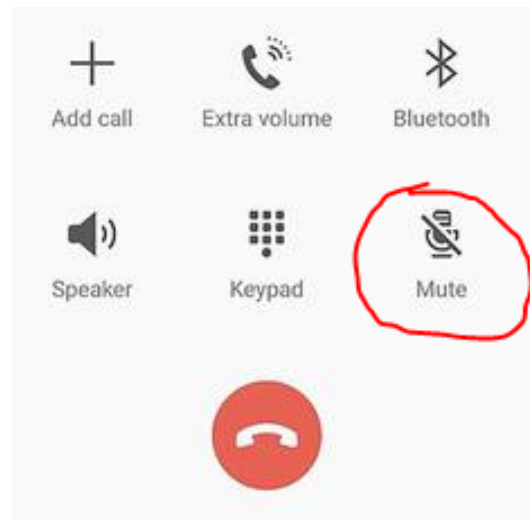
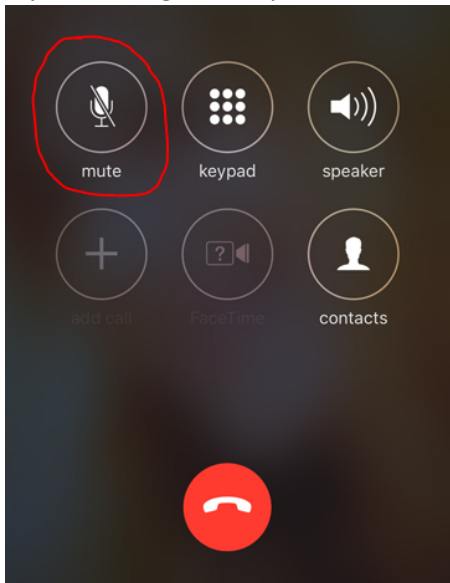
1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must give their name and address
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order*
2. All zoom meetings will have a password in the instructions. Please enter when prompted.
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





Report to the
Common Council
of the City of Green Bay

MEETING DATE

March 16, 2021

PREPARED BY

AGENDA ITEM # I.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.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

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:

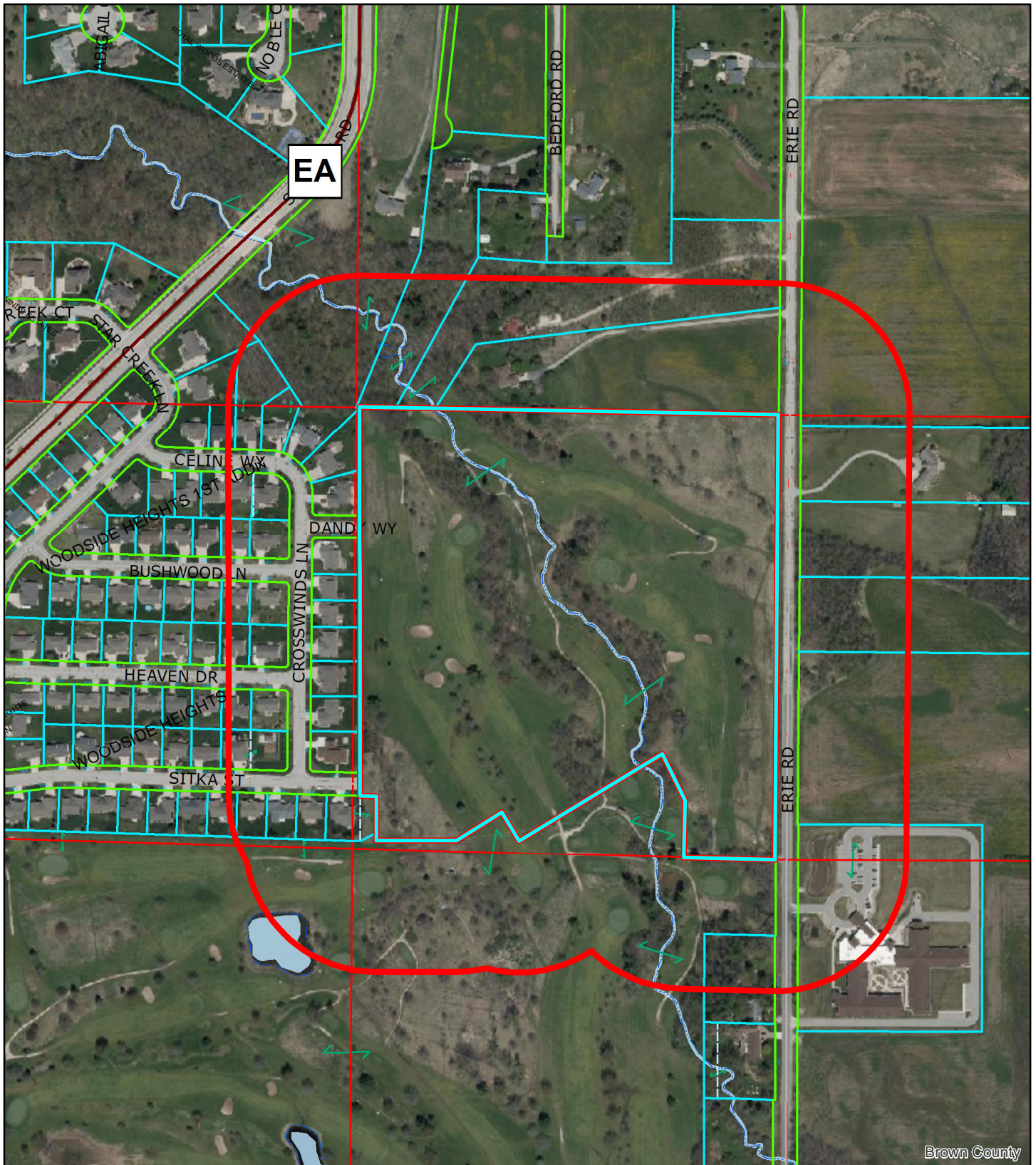
Mayor

ATTEST:

Clerk

sjh

Attachments – Legal Description and Map



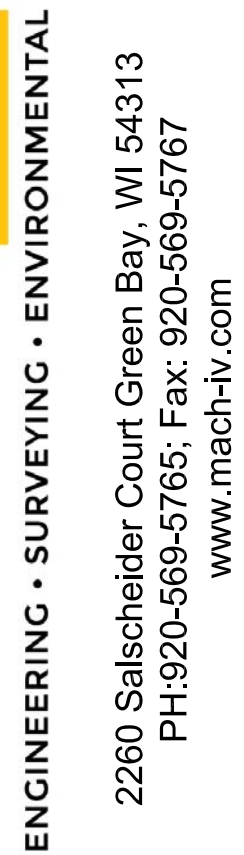
(OMA 21-01) Amend Greenway Boundary Along Erie Road



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 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									
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.



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

MEETING DATE

March 16, 2021

PREPARED BY

AGENDA ITEM # K.I

To approve the 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 and to include this sidewalk installation in the 2022 work program.

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.

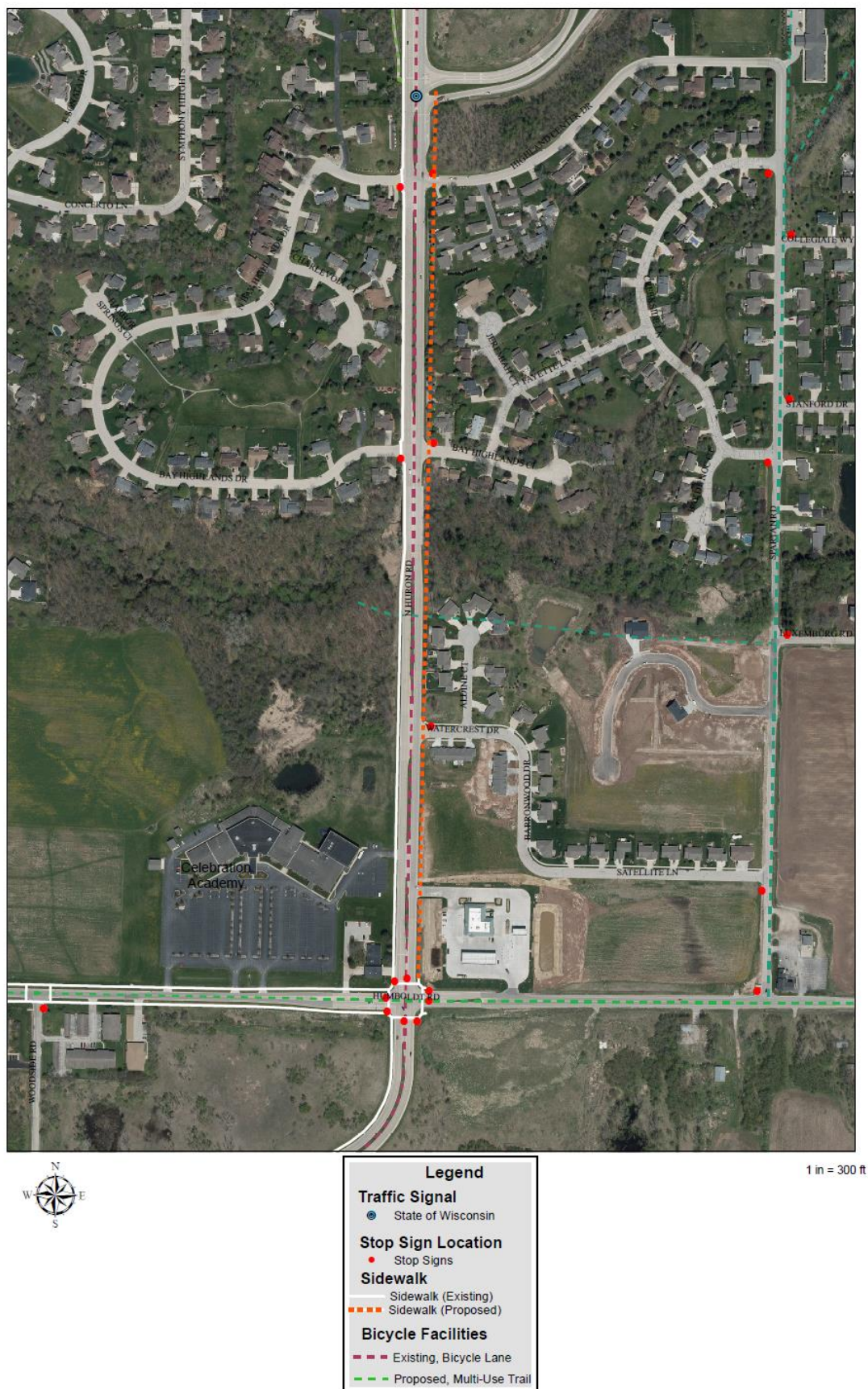
Executive Summary

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



Existing Pedestrian Features

Sidewalk and crosswalks exist 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 16, 2021

PREPARED BY

AGENDA ITEM # K.2

To refer to staff to complete the sidewalk study and estimate the cost of installation on request to install sidewalks on the east side of N. Irwin Avenue from St. Clair Street to the East River and notify residents of the results. (Ald. Galvin)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2021-03-04 Dist 4 to I and S



Alders' Petitions and Communications

Name:

Committee Name:

Today's Date:

Text of Communication:

for consideration to install side walks on the east side of N. Irwin St. from St. Clair St. north to the East River.

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



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

MEETING DATE

March 16, 2021

PREPARED BY

AGENDA ITEM # K.3

To approve the request by Department of Public Works to award a Professional Engineering Services Contract to McMahon Associates, Inc. for Engineering Design Services for West Seymour Park Storm Water Facility in the amount of \$27,000.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

March 16, 2021

PREPARED BY

AGENDA ITEM # K.4

To approve the request by Department of Public Works to award a Professional Engineering Services Contract to McMahon Associates, Inc. for Engineering Design Services for East Seymour Park Storm Water Facility in the amount of \$25,000.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

March 16, 2021

PREPARED BY

AGENDA ITEM # K.5

To approve the request by Department of Public Works to authorize Amendment No. 1 for the Professional Services Agreement between the City and Collins Engineers, Inc. in the amount of \$51,050 for the design work for modifying the docking facilities in Leicht Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

March 16, 2021

PREPARED BY

AGENDA ITEM # K.6

To approve the request by Department of Public Works to enter into a Master License Agreement with NET LEC, LLC (Cellcom) for the installation of small cell network in the City rights-of-way.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

March 16, 2021

PREPARED BY

AGENDA ITEM # K.7

To approve the award of the contract PAVEMENT I-2I GRAY STREET RECONSTRUCTION to the low responsive bidder, DeGroot, Inc., in the amount of \$2,630,367.59.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Bid Summary - Public PAVEMENT I-2I GRAY STREET RECONSTRUCTION

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

PAVEMENT 1-21 GRAY STREET RECONSTRUCTION

Tuesday, March 9, 2021

Contractor	Bid	Bid Bond
DEGROOT, INC.	\$2,630,367.59	5%
DORNER INC.	\$2,635,510.71	5%
PTS CONTRACTORS, INC.	\$2,677,000.00	5%
ADVANCE CONSTRUCTION INC.	\$2,744,838.64	5%
SOPER SEWERS & WATER, LLC	\$2,839,700.82	5%
PETERS CONCRETE CO.	\$2,845,098.14	5%
JOSSART BROTHERS, INC.	\$2,955,927.14	5%
Any questions, call 920-448-3100		



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

MEETING DATE

March 16, 2021

PREPARED BY

AGENDA ITEM # K.8

To approve the request by Wisconsin Public Service Corporation for an Easement to facilitate expansion of Green Bay Water Utility at 631 S. Adams Street (Tax Parcel Number 15-36).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Easement and Exhibit City of Green Bay_3190064

ELECTRIC UNDERGROUND EASEMENT

THIS INDENTURE is made this _____ day of _____, _____, by and between **City of Green Bay**, ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of Lot 14 of Block 17 of the recorded plat of A Plat of The Town of Astors, being part of Private Claim 4 East Side of Fox River, **City of Green Bay, County of Brown, State of Wisconsin**, as shown on the **attached Exhibit "A"**.

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

Parcel Identification Number (PIN)
15-36

- 1. Purpose: ELECTRIC UNDERGROUND** - The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
- 4. Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
- 5. 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. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
- 6. Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.

7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **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 5 days to review this easement document *or* voluntarily waives the five day review period.
9. **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.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written.

City of Green Bay

Corporate Name

Eric Genrich – Mayor

Celestine Jefferys - City Clerk

STATE OF WISCONSIN)
)SS
COUNTY OF BROWN)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named **Eric Genrich – Mayor and Celestine Jefferys – City Clerk, City of Green Bay**, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name _____

Print Name _____

Notary Public, State of WISCONSIN

My Commission expires: _____

This instrument drafted by: Andrea Windham
Wisconsin Public Service Corporation

Date	County	Municipality	Site Address	Parcel Identification Number
February 18, 2021	Brown	City of Green Bay	601 S Adams St	15-36
Real Estate No.	WPSC District	WR#	WR Type	I/O
1055832	Green Bay-10	3190064	ERU	0021800001EC

TEMPORARY EXHIBIT "A"

NOT TO SCALE
FOR REFERENCE ONLY

NORTH

12 FOOT WIDE EASEMENT

****Final Exhibit will be sent for approval at a later date****
****Temporary Exhibit****
****NOT FOR RECORDING****



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

MEETING DATE

March 16, 2021

PREPARED BY

AGENDA ITEM # K.9

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

A. Granting of Licenses

I. Sidewalk Builder

- a. Andersen Basement Repair Inc.
- b. Carter Trucking & Excavating, Inc.
- c. In The Countryside Concrete
- d. Quinn & Sons Concrete Construction, LLC

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

March 16, 2021

PREPARED BY

AGENDA ITEM # L.I

To approve "Class B" Combination license by Twisted Throttle Saloon, LLC with a licensed premises description as "bar area, 2 bathrooms, basement," with the approval of the proper authorities. (Previously licensed as Baker & Mac Arthur, Inc).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. floorplan-twistedthrottle
2. twistedthrottleapplicaitn
3. SIGNED LICENSE STIPULATION.AYRESS.503-1699emason



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

MEETING DATE

March 16, 2021

PREPARED BY

AGENDA ITEM # L.2

To approve a request by Kokoro, LLC at 875 Lombardi Ave. to extend the issuance of their liquor license to May 15, 2021 (Granted at the 10/6/2020 Common Council Meeting and extension granted to February 2021 at 12/1/2020 Common Council Meeting).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. ExtensionRequest-Koko
2. SECURITY PLAN & LICENSE STIPULATION.ROBINSOND.558
3. applicaiton-875lombardi
4. KOKORO



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

MEETING DATE

March 16, 2021

PREPARED BY

AGENDA ITEM # L.3

To receive and place on file the Liquor Violation Report for March 8, 2021.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Report March 8 2021
2. 20LiqVio



Report to the Green Bay Plan Commission

MEETING DATE

March 16, 2021

PREPARED BY

Paul Neumeyer, Staff

AGENDA ITEM # M.1

To refer back to staff the request to amend Chapter 13-303, Land Use Definitions, Chapter 13-1606(j), Drive-through facility, Chapter 13-1714, Figure 2, Off-Street parking regarding requirements for drive-through facilities to find justification regarding the proposed drive through lane widths in the draft ordinance. (03/09/2021)

BACKGROUND

Aldersperson/District: All

Reason for Request: To review current drive-through requirements.

Report: A summary of proposed changes to the requirements for drive-through facilities:

The Zoning Code currently defines a drive-through as:

A facility consisting of a driveway and window, opening, canopy, or other facilities used for serving patrons seated in an automobile. Drive-through facilities may be associated with principal uses, such as restaurants, banks, or drugstores, or may be free-standing, such as coffee kiosks, ATMs, etc.

The following proposed definition was revised to better define a drive-through:

Drive-through facility: A facility consisting of a dedicated drive aisle that leads to and from a service area for the sale and dispensing of food, beverage, consumer items and transactions for patrons in a motor vehicle. Such facilities may include but are not limited to restaurants, pharmacies and financial institutions.

The following are the current development standards for drive-through facilities, per Chapter 13-1606(l), Commercial Uses:

- (1) Drive-through elements shall not be located between the front façade of the principal building and the street.
- (2) Plans for onsite circulation and driveway locations shall be reviewed as part of the conditional use review process. Site design shall accommodate a logical and safe vehicle and pedestrian circulation pattern. Adequate queuing lane space shall be provided without interfering with onsite parking/circulation.
- (3) Alley access to drive-through lanes is prohibited on any block containing a residential or office-residence district, except for commercial deliveries when approved by the city engineer.
- (4) Drive-through canopies and other structures, where present, shall be constructed from the same materials as the primary building and with a similar level of architectural quality and detailing.
- (5) Sound from any speakers used on the premises shall not be audible at the boundary of any surrounding residential district or on any residential property.
- (6) An emergency exit lane shall be provided for users queuing through the drive-through lane(s) without interfering with onsite parking/circulation

The development standards were revised to include the elimination of the emergency by-pass lane and specifications for minimum aisle widths. Additionally, requirements for clearly delineating the drive-through with pavement markings/signs, need for Traffic Impact Analysis (TIA) and queuing standards for vehicles were

additions to the development standards further detailed in the draft ordinance attached within this agenda.

There are no proposed changes to the use of a drive-through facility at they currently exist in the table of uses.

RECOMMENDATION

Staff is recommending approval of the draft ordinance amendment as proposed.

FISCAL IMPACT

ATTACHMENTS

- I. DRAFT GO 05-21 - Amend Drive-Through Requirements

GENERAL ORDINANCE NO. 05-21

**AN ORDINANCE AMENDING
SECTIONS 13-303, 13-1606(l), AND 13-1714,
GREEN BAY MUNICIPAL CODE,
RELATING TO DRIVE-THROUGH FACILITIES**

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

SECTION 1. Section 13-303, Green Bay Municipal Code, is hereby amended as follows:

~~Drive-through facility: A facility consisting of a driveway and window, opening, canopy, or other facilities used for serving patrons seated in an automobile. Drive-through facilities may be associated with principal uses, such as restaurants, banks, or drugstores, or may be free-standing, such as coffee kiosks, ATMs, etc.~~ **A facility consisting of a dedicated drive aisle that leads to and from a service area for the sale and dispensation of food, beverages, or other consumer items to patrons in motor vehicles. Such facilities may include but are not limited to restaurants, pharmacies, and financial institutions.**

SECTION 2. Section 13-1606(l), Green Bay Municipal Code, is hereby amended as follows:

(l) Drive-through facility:

(1) ~~Drive-through~~ **No drive-through elements window and menu board** shall not be located between the front façade of the principal building and the street.

(2) ~~Plans for onsite circulation and driveway locations shall be reviewed as part of the conditional use review process. Site design shall accommodate a logical, and safe vehicle and pedestrian circulation pattern~~ **and shall not interfere with circulation or visibility for traffic either on or off site.**

(3) Alley access to drive-through lanes is prohibited on any block containing a residential or office-residence district, except for commercial deliveries when approved by the city engineer.

(4) Drive-through canopies and other structures, where present, shall be constructed from the same materials as the primary building and with a similar level of architectural quality and detailing.

(5) Sound from any speakers used on the premises shall not be audible at the boundary of any surrounding residential district or on any residential property.

(6) ~~An emergency exit lane shall be provided for users queuing through the drive-through lane(s) without interfering with onsite parking/circulation.~~

(6) Drive-through aisles shall have a minimum ten-foot (10') interior radius on curves and a minimum fourteen-foot (14') width. For locations with multiple drive-through aisles, aisle width may be reduced to ten feet (10').

(7) Each drive-through facility shall clearly delineate the drive-through aisle and the direction of traffic flow by signs and pavement markings. Pedestrian cross-walks through the drive aisle shall be clearly marked where necessary.

(8) Drive-through facilities shall include a minimum queuing space for 3 vehicles in advance of a menu board and 3 vehicles between the menu board and service area.

(9) All drive-through facilities may be subject to a Traffic Impact Analysis (TIA) per the review of the City Traffic Engineer.

SECTION 3. Section 13-1714, Figure 2, Green Bay Municipal Code, is hereby amended as follows:

Accommodation and Food Service		
Restaurant (with or without drive-through), tavern/bar, nightclub	1 space per 300 sq. ft. of net floor area plus 1 space per 500 sq. ft. exterior seating area.	Drive-through facilities shall include queuing space for at least 3 vehicles in advance of the menu board and 3 vehicles between the menu board and pickup window.

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

SECTION 5. This ordinance shall not take effect until a public hearing is held hereon 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

pn
03/16/2021



Report to the Green Bay Plan Commission

MEETING DATE

March 16, 2021

PREPARED BY

Paul Neumeyer, Staff

AGENDA ITEM # M.2

To amend Chapter 13-714, Table 7-3 Permitted accessory use regarding solar energy systems, submitted by the Zoning Administrator. (Public Hearing held 03/08/2021)

BACKGROUND

Aldersperson/District: All

Reason for Request: To permit roof-mounted solar equipment in the Office/Residential (OR) and Neighborhood Center (NC) districts.

Report: The solar energy system ordinance was adopted in 2012, as part of General Ordinance 9-12. The ordinance was adopted in anticipation of solar energy becoming more affordable and utilized by property owners as a means to reduce their energy consumption. Changes were made in 2013, that limited some of the City's ability to regulate solar energy systems under State Statute 66.0401 related to aesthetics and screening.

An amendment was made in 2014, to address additional changes to the ordinance regarding Low Density Residential (R1) and Medium Density Residential (R2) districts, in particular, allowing roof-mounted systems and only requiring ground-mounted systems to obtain a Conditional Use Permit (CUP). The current request would impact the Office-Residential (OR) and Neighborhood Commercial (NC) districts and allow for the same change that was made in 2014, related to roof-mounted equipment.

A draft copy of the ordinance is attached within this agenda.

RECOMMENDATION

Staff is recommending approval of the draft ordinance.

FISCAL IMPACT

ATTACHMENTS

- I. Draft GO 06-21 - Amend 13-714 Permitted Accessory Uses in Mixed Use Districts

GENERAL ORDINANCE NO. 06-21

AN ORDINANCE AMENDING
SECTION 13-714, GREEN BAY MUNICIPAL CODE,
RELATING TO ACCESSORY USES IN MIXED-USE DISTRICTS
(TA 21-01)

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

SECTION 1. Section 13-714, Table 7-3, Green Bay Municipal Code, is hereby amended as follows:

Table 7-3. Permitted Accessory Uses in the Mixed-Use Districts

Use	OR	NC	D	Dev. Stds.
Uses Accessory to Dwellings				
Antennas, satellite dishes, and similar equipment as regulated by Chapter 13-1600	P	P	P	
Boarding or renting of rooms to not more than two (2) persons	P	P	P	
Fences	P	P	P	X
Gardening and other horticultural uses	P	P	-	
Home-based occupations	P	P	P	X
Outdoor kennel or exercise run	P	P	-	X
Private garages, carports, and parking spaces	P	P	P	
Private swimming pools, tennis courts, indoor exercise facilities, community meeting rooms, and other recreational facilities that are operated for the sole use and convenience of the residents of the principal use and their guests	P	P	C	
Small Wind Energy System	C	C	C	X
Solar Energy System – Flush Roof Mount	<u>CP</u>	<u>CP</u>	P	X
Solar Energy System Other than Flush Roof Mount	<u>C</u>	<u>C</u>	<u>P</u>	<u>X</u>
Tool houses, sheds, and similar buildings	P	P	P	-
Uses Accessory to Nonresidential Uses				
Antennas, satellite dishes and similar equipment	P	P	P	X
Carwash (automatic) when accessory to an auto service station in compliance with Chapter 13-1600.	-	C	C	X
Music (outdoor live or amplified music)	-	-	C	X
Off-street loading docks	C	P	P	X
Outdoor display of vehicles			C	X
Outdoor commercial recreation	-	C	C	X
Outdoor sales, display, and storage	see Section 13-705			X
Parking (surface)	P	P	P	

Use	OR	NC	D	Dev. Stds.
Parking (structured)		C	P	X
Parking and storage of vehicles licensed to a business	P	P	P	X
Signs, as regulated by Chapter 13-2000	P	P	P	
Small Wind Energy System	C	C	C	X
Solar Energy System – Flush Roof Mount	C P	C P	P	X
Solar Energy System Other than Flush Roof Mount	<u>C</u>	<u>C</u>	<u>P</u>	<u>X</u>
Telecommunication facilities	C	C	C	X
Warehousing, incidental repair, or processing necessary to conduct a permitted principal use, conducted within principal building, not exceeding 25% of total floor area	-	P	P	X
Waste and recycling storage	P	P	P	X

Note: P = Permitted Use; C = Conditional Use

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

pn

03/16/21



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

March 16, 2021

PREPARED BY

Kevin Warych

AGENDA ITEM # N.I

To acknowledge receipt and receive and place on file the City of Green Bay's 10-33 program inventory.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 1033 Inventory

ITEM NAME	QTY	UNIT COST	TOTAL VALUE	SN	SHIP DATE
RIFLE,5.56 MILLIMETER	1	\$499.00	\$499.00	5438284	April 30, 1996
RIFLE,5.56 MILLIMETER	1	\$499.00	\$499.00	5439375	April 30, 1996
RIFLE,5.56 MILLIMETER	1	\$499.00	\$499.00	5440555	April 30, 1996
RIFLE,7.62 MILLIMETER	1	\$138.00	\$138.00	1038191	November 17, 2006
RIFLE,7.62 MILLIMETER	1	\$138.00	\$138.00	1243683	November 17, 2006
RIFLE,7.62 MILLIMETER	1	\$138.00	\$138.00	855711	November 17, 2006
RIFLE,7.62 MILLIMETER	1	\$138.00	\$138.00	857636	November 17, 2006
RIFLE,7.62 MILLIMETER	1	\$138.00	\$138.00	861413	November 17, 2006
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	025880	August 31, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	026893	August 31, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	051003	August 30, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	051293	August 31, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	056917	August 31, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	059120	August 31, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	068379	August 30, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	228560	August 31, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	229472	August 31, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	234274	August 31, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	265740	August 30, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	306382	August 30, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	316519	August 30, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	4012646	August 30, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	4023317	August 30, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	4033138	August 31, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	4038777	August 30, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	4041942	August 30, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	4042531	August 30, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	4045751	August 31, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	4047227	August 31, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	4255452	August 30, 2010
RIFLE,5.56 MILLIMETER	1	\$120.00	\$120.00	4278629	August 31, 2010
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	10581410	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	1901244	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	4416523	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6294883	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6313202	November 19, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6313852	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6375124	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6376982	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6380244	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6381249	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6382830	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6383992	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6384000	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6386100	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6390316	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6393805	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6393842	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6421645	November 19, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6424477	November 19, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6482747	November 19, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6531810	November 19, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	6531813	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7031047	November 19, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7050587	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7229818	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7244659	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7357394	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7357395	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7357397	November 19, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7357398	November 19, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7357401	November 19, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7357457	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7357468	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7357560	November 19, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7357594	November 19, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7357629	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7357633	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7357652	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7357681	November 19, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7357697	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7375461	November 19, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7394271	November 19, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7398126	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7455839	November 18, 2014
RIFLE,5.56 MILLIMETER	1	\$749.00	\$749.00	7455859	November 19, 2014
ADAPTER RAIL,WEAPON MOUNTED,M4	75	\$81.18	\$6,088.50	NULL	July 2, 2019
SIGHT,REFLEX	6	\$321.00	\$1,926.00	1367655	August 20, 2019
SIGHT,REFLEX	1	\$321.00	\$321.00	1368195	October 9, 2019
SIGHT,REFLEX	1	\$321.00	\$321.00	1382236	October 9, 2019

SIGHT,REFLEX	1	\$321.00	\$321.00	520856	October 9, 2019	
SIGHT,REFLEX	1	\$321.00	\$321.00	K2219985	October 9, 2019	
SIGHT,INFINITY	25	\$687.00	\$17,175.00	NULL	January 23, 2020	
RANGE FINDER-TARGET DESIGNATOR,LASER	2	\$73,929.00	\$147,858.00	120088120092	July 11, 2019	
SIGHT,REFLEX	3	\$446.00	\$1,338.00	K2760519	August 20, 2019	
SIGHT,REFLEX	10	\$446.00	\$4,460.00	SEECOMMENT	August 8, 2019	
TELESCOPE,ARTICULATED	30	\$1,657.00	\$49,710.00	SEECOMMENT	October 4, 2019	
UNMANNED VEHICLE,GROUND	1	\$10,000.00	\$10,000.00	1426	July 24, 2019	
PACKBOT 510 WITH FASTAC REMOTELY CONTROLLED VEHICLE	1	\$77,000.00	\$77,000.00	26022008A	December 12, 2019	
TRUCK,VAN	1	\$124,607.00	\$124,607.00	V-10059EDGG	January 30, 2020	
UNMANNED VEHICLE,GROUND	1	\$53,375.13	\$53,375.13	00294	August 27, 2020	
TRUCK,LIFT,FORK	1	\$16,500.00	\$16,500.00	A814V02878U	September 24, 2019	
DIVER'S SUIT	10	\$1,099.50	\$10,995.00	NULL	January 23, 2020	
SCOOTER,UNDERWATER,DIVERS	1	\$5,000.00	\$5,000.00	NA	December 25, 2010	
SCOOTER,UNDERWATER,DIVERS	1	\$5,000.00	\$5,000.00	NA	December 25, 2010	
SCOOTER,UNDERWATER,DIVERS	1	\$5,000.00	\$5,000.00	NA	December 25, 2010	
SCOOTER,UNDERWATER,DIVERS	1	\$5,000.00	\$5,000.00	NA	December 25, 2010	
DIVER'S SUIT	10	\$1,122.75	\$11,227.50	NULL	January 23, 2020	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	11535	November 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	12961	November 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	13053	November 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	13055	November 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	13116	November 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	31719	November 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	32543	November 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	32749	November 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	32794	November 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	32819	November 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	32934	November 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	32939	November 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	32962	November 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	33183	November 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	33476	November 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	33537	November 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	33587	November 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	36365B	November 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	36394B	November 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	36553B	November 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	36555B	November 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	77755	November 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	78112	November 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	7995	November 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	87588	November 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	88596	November 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	88746	November 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	90117	November 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	90129	November 20, 2017	
NIGHT VISION GOGGLE	1	\$3,578.00	\$3,578.00	90131	November 20, 2017	
TELESCOPE,NON-INVERTING INFRARED	1	\$1,594.17	\$1,594.17	34323	January 19, 2017	
TELESCOPE,NON-INVERTING INFRARED	1	\$1,594.17	\$1,594.17	34348	January 19, 2017	
TELESCOPE,NON-INVERTING INFRARED	1	\$1,594.17	\$1,594.17	34370	January 19, 2017	
TELESCOPE,NON-INVERTING INFRARED	1	\$1,594.17	\$1,594.17	34380	January 19, 2017	
TELESCOPE,NON-INVERTING INFRARED	1	\$1,594.17	\$1,594.17	34735	January 19, 2017	
TELESCOPE,NON-INVERTING INFRARED	1	\$1,594.17	\$1,594.17	34949	January 19, 2017	
ILLUMINATOR,INTEGRATED,SMALL ARMS	47	\$870.00	\$40,890.00	NULL	November 14, 2017	
VIEWER,NIGHT VISION	8	\$19,038.32	\$152,306.56	NULL	March 13, 2019	2 will be sent back
SIGHT,NIGHT VISION SNIPERSCOPE	1	\$8,795.00	\$8,795.00	0173D	July 31, 2019	
SIGHT,NIGHT VISION SNIPERSCOPE	1	\$8,795.00	\$8,795.00	20813	July 31, 2019	
SIGHT,NIGHT VISION SNIPERSCOPE	1	\$8,795.00	\$8,795.00	20444	July 31, 2019	
SIGHT,NIGHT VISION SNIPERSCOPE	1	\$8,795.00	\$8,795.00	20617	July 31, 2019	
SIGHT,NIGHT VISION SNIPERSCOPE	1	\$8,795.00	\$8,795.00	20750	July 31, 2019	
SIGHT,NIGHT VISION SNIPERSCOPE	1	\$8,795.00	\$8,795.00	20863	July 31, 2019	
SIGHT,NIGHT VISION SNIPERSCOPE	1	\$8,795.00	\$8,795.00	21470	July 31, 2019	
SIGHT,NIGHT VISION SNIPERSCOPE	1	\$8,795.00	\$8,795.00	21978	July 31, 2019	
SIGHT,NIGHT VISION SNIPERSCOPE	1	\$8,795.00	\$8,795.00	23344	July 31, 2019	
SIGHT,NIGHT VISION SNIPERSCOPE	1	\$8,795.00	\$8,795.00	23640	July 31, 2019	
HEADSET-MICROPHONE	30	\$2,875.00	\$86,250.00		February 24, 2020	
HELMETLIGHTBK,SPEC	14	\$198.94	\$2,785.16		September 14, 2020	
LIGHT,HEAD,UTILITY	31	\$100.99	\$3,130.69		September 14, 2020	
CAMERA SYSTEM,DIGITAL	1	\$17,254.00	\$17,254.00		January 23, 2020	
HYDRATION SYSTEM	21	\$72.09	\$1,513.89		January 22, 2020	
VEST,REL,BA,XL,WDL	27	\$298.00	\$8,046.00		January 8, 2020	
VAN	1	\$15,412.00	\$15,412.00		December 29, 2020	
SIGHT, BORE, OPTICAL	4	\$865.00	\$3,460.00		December 21, 2020	
EOD ROBOT	1	\$77,000.00	\$77,000.00		December 11, 2020	
GOGGLES, INDUSTRIAL	35	\$56.84	\$1,989.40		March 3, 2021	
ALL TERRAIN VEHICLE	2	\$31,000.00	\$62,000.00		March 3, 2021	
BORESCOPE	1	\$11,000.00	\$11,000.00		March 3, 2021	



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

March 16, 2021

PREPARED BY

AGENDA ITEM # N.2

To receive and place on file the report of the Claims Committee.

The Council may convene in closed session pursuant to Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Council 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

- I. CONFIDENTIAL - Claims Committee Rpt March 2021



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

March 16, 2021

PREPARED BY

AGENDA ITEM # O.I

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

- a. Parking Building Technician - Public Works
- b. Neighborhood Compliance Inspector - Community and Economic Development

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Request to Fill Memo 3.9.2021
2. Parking Building Technician - A. Mercier 03.12
3. Neighborhood Compliance Inspector 2021

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: March 9, 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 Building Technician – Replacement position due to the resignation of Alycia Mercier effective March 12, 2021. Salary range: \$18.73 to \$22.04 per hour
- Neighborhood Compliance Inspector – Replacement position due to the resignation of Marcus Rufledt effective March 14, 2021. Salary range: \$20.36 to \$23.96 per hour

Position Justification Form

March 1, 2021

Position Title: **Parking Building Technician – DPW 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.**

 X **Replacement Position** **Not a Replacement Position**

This is a request for a replacement vacancy, resulting from the resignation of Parking Building Technician Alycia Mercier effective at the end of her regular work shift on Friday, March 12, 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's operating budget. The wage range is currently set at \$18.73 to \$22.04 per hour (\$38,958 to \$45,843 annually).

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

Parking Division's mission is to provide clean, safe, dependable, and reasonably priced public parking services. The PBT position plays a key role in achieving these goals and objectives by performing duties such as cleaning facilities, washing windows, snow removal (seasonal), pressure washing parking ramps, maintaining landscaped areas (seasonal), removing/cleaning waste, and other debris. Additionally, with the automation of the parking ramps (gates now down 24/7/360) this position is key to helping maintain proper security and staff coverage to assist parking patrons.

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

The Parking Building Technician position does not generate revenue directly. However, PBT's assist parking patrons with proper use of automated PARCS equipment when necessary, to pay parking fees.

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

Parking Division's complement of PBT staff is three (3) people. There are currently just enough parking staff members to maintain proper shift coverage. The PBT staff complement cannot be reduced without negative impact on parking operations, and employee health, safety, and morale.

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

During a PBT vacancy, shifts are filled by another Parking Division employee. If employees are not available to fill vacant shifts, then it goes vacant if an acceptable minimum staffing level is present. Otherwise the vacancy must be filled using overtime.

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

Cleanliness, safety, customer service, traffic control, and security in an operation running 24/7/360 (off only on major holidays)

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

Alternative staffing methods include forcing other Parking Division employees to cover these duties and hours in an operation running 24/7/360 (off only on major holidays). One hardship would be forcing night staff (scheduled 8:00 p.m. to 6:30 a.m.) to either work in advance of or after their shift to cover vacant PBT shifts. This would result in reduced rest periods between shifts for this work group, which can cause safety concerns for operating equipment and driving vehicles.

9. Are there union issues?

No

10. Other supporting comments.

The City attempted to privatize its parking operation in 1998. This activity was met with significant resistance. After seeing what occurred with privatization of the City of Chicago parking system, Green Bay is not interested in dealing with the increased costs and problems of a privatized public parking system, especially given the fact that the current system is functioning well.

**Position Fill Request
Justification Report
March 5, 2021**

Position Title: **Neighborhood Compliance Inspector**

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

 X Replacement Position Not a Replacement Position

This is a replacement position for Marcus Rufledt who resigned effective 3/14/2020.

- 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. Pay Grade F (\$20.36 - \$23.96/hour)

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

Performs work of moderate difficulty in the inspection of property relating to the enforcement of City ordinances specific to general environmental nuisances (e.g., graffiti, pet waste, junk, trash, litter and debris, rodent and pest control measures, etc.) and zoning (e.g., tree and brush obstructions, abandoned vehicles, parking in front yard and in setbacks, etc.)

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

This position is responsible for enforcement of ordinances which might include issuing re-inspection fees as well as municipal citations.

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

Timely follow-up to complaints is important to the health of our neighborhoods. This position responds to over 1,000 complaints per year. Having the Housing and Zoning Inspectors respond would slow down enforcement of codes and therefore would result in a decline in the quality of neighborhoods.

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

They are being done by existing staff.

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

Timely response to neighborhood enforcement of nuisance complaints as well as a potential of increased rodent population.

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

There are no current alternate methods at this time.

9. Are there union issues?

No.

10. Other supporting comments.

This inspection position handles over 1,000 complaints per year. It is vitally important to the health of our neighborhoods to keep them clean, keep the rodent population in check, and the parking compliance enforced. This keeps property values in place and sends a message to the public that Green Bay is a great place to live.



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

March 16, 2021

PREPARED BY

Cheryl Renier-Wigg, Staff

AGENDA ITEM # P.1

For staff to proceed with negotiations as discussed in closed session on the request from Bank of Luxembourg for the City to continue to renew its continuing guaranty of the HCW, LLC loan for the property located at 301 N. Adams Street, Units 210-260 (the second floor of The City Center).

The Common Council may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons, and Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Common Council will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

BACKGROUND

Report to be presented at meeting

RECOMMENDATION

To be determined

FISCAL IMPACT

ATTACHMENTS

1. HCW Letter to RDA 1.25.21
2. 2015 Continuing Guaranty (Limited)
3. CONSENT OF GUARANTOR - HCW



Re: HCW, LLC - 301 N. Adams Street
City of Green Bay December 15, 2015 Continuing Guaranty

Dear Cheryl,

Per your request this letter is intended to serve as Bank of Luxembourg's request for the City to continue to renew its continuing guaranty of the HCW, LLC loan for the property located at 301 N. Adams St. Units 210-260 (the second floor of The City Center). The loan matured on December 17, 2020 and Bank of Luxembourg approved a brief 3-month extension to allow time to work with your office.

In December of 2015, Bank of Luxembourg refinanced two loans as part of this HCW, LLC transaction. One of the loans refinanced at that time was from the City. As part of the refinance approval, Bank of Luxembourg required that the City of Green Bay provide a continuing guaranty of \$2,500,000. The City subsequently entered into a Consent of Guarantor on May 31, 2019. (Copy attached)

The continuing guaranty was necessary for two reasons: First, the City's long-term master plan involves the subject property being redeveloped or torn down. This plan has significant effect on HCW, LLC's ability to lease the property long term. Second, when Bank of Luxembourg refinanced the debt in 2015, there was only 30 months remaining on the tenants lease. Underwriting standards would not allow the Bank to complete the refinance without a continuing guaranty from the City. As of today, neither of these issues have been resolved.

The principal of HCW, LLC, Mr. Paul Belschner, has proposed some immediate term solutions which the bank is willing to entertain. However, Bank of Luxembourg's willingness to consider these proposals are on the condition of the City of Green Bay Redevelopment Authority again recommending a renewal of its 2015 Continuing Guarantee, approval by the Common Council and execution by the Mayor of a renewed Consent to Guarantee as was done recently in 2019.

As I understand it the RDA meets on February 9, 2021, with Common Council following on the 16th. The Bank of Luxemburg requests you take this issue up to be addressed and resolved in the month of February consistent with these dates.

Sincerely

A handwritten signature in black ink, appearing to read "Garrett Jesko", with a long horizontal flourish extending to the right.

Garrett Jesko
Vice President of Commercial Lending
Enc.

CONTINUING GUARANTY (LIMITED)

THIS CONTINUING GUARANTY (LIMITED) (the "Guaranty"), dated as of December 15, 2015, is given by the City of Green Bay, Wisconsin (the "Guarantor") to BANK OF LUXEMBURG (the "Lender").

RECITALS

The Guarantor acknowledges the following:

A. HCW LLC, a Wisconsin limited liability company (the "Borrower"), has requested that the Lender extend certain credit facilities to Borrower in the aggregate principal amount of up to \$4,400,000.00 (the "Loan") for purposes of refinancing the existing indebtedness owed by Borrower to (a) the Guarantor and (b) Fox Communities Credit Union.

B. The Loan will be evidenced by that certain Loan Agreement of even date herewith by and between Borrower, ("Business Loan Agreement"), and that certain Commercial Promissory Note of even date herewith in the original principal amount of \$4,400,000.00 made by Borrower in favor of Lender ("Note"), and will be secured by a Mortgage and Commercial Security Agreement on certain real estate owned by Borrower (the "Mortgage") and an Assignment of Leases and Rents (the "Assignment") with respect to the aforementioned real estate. The Business Loan Agreement, the Note, the Mortgage, and all other documents or instruments executed by the Borrower in connection with the Loan, all as amended, modified and supplemented from time to time, are referred to as the "Loan Documents".

C. The Lender is unwilling to make the Loan unless it receives this Guaranty from the Guarantor.

D. Guarantor shall benefit from Lender extending the Loan to Borrower and, therefore, is willing to execute this Guaranty.

AGREEMENTS

In consideration of the Recitals, and in order to induce the Lender to make the Loan, the Guarantor, intending to be legally bound, agrees as follows:

1. Guaranty. The Guarantor, subject to the limitations set forth in Section 2 below, absolutely, irrevocably and unconditionally guarantees payment of and performance of, and promises to pay or cause to be paid to the Lender when due whether at the maturity date, or by acceleration or otherwise or, to the extent not prohibited by law, at the time the Borrower becomes the subject of bankruptcy or other insolvency proceedings, the following (the "Obligations"): (a) the repayment by the Borrower of the Loan as evidenced by the Note and any extensions, renewals, refinancings or modifications of, or substitutes or replacements for, the Loan or the Note; (b) the amount of any payments made to the Lender or another by or on behalf of the Borrower which are recovered from the Lender by a trustee, receiver, creditor or other party pursuant to applicable federal or state law with respect to the Note; (c) the performance by Borrower of all of its obligations under the Loan Documents with respect to the Note; and (d) all costs, expenses and fees (including reasonable attorneys' fees) paid or incurred by the Lender in enforcing any of the terms,

covenants or provisions of this Guaranty or realizing upon this Guaranty or any collateral securing the Obligations ("Costs of Collection"). This is a guaranty of payment and not of collection.

2. Limitations. The amount of liability under this Guaranty is limited to \$2,500,000.00, plus Costs of Collection to the extent not prohibited by law, and the foregoing amount of limited liability under this Guaranty shall not be reduced based on a reduction in the amount of Obligations outstanding from time to time unless the amount of outstanding Obligations is less than the amount of limited liability.

3. Duration of Guaranty. This Guaranty will take effect when received by Lender without the necessity of any acceptance by Lender, or any notice to Guarantor or to Borrower, and will continue in full force until all the Obligations shall have been fully and finally paid and satisfied and all of Guarantor's other obligations under this Guaranty shall have been performed in full. Release of any other guarantor or termination of any other guaranty of the Obligations shall not affect the liability of Guarantor under this Guaranty. (Shouldn't the City be covered in some way that we don't allow them to release the primary borrowers?)

4. Application of Monies. All monies available to the Lender for application in payment or reduction of the Obligations, including partial payments, may be applied by the Lender to the Obligations in such manner and in such amounts and at such time or times and in such order and priority as the Lender may elect.

5. Guarantor Not Released. The Lender may, without notice to or the consent of the Guarantor at any time and from time to time, without affecting the liability of the Guarantor hereunder: (a) amend or consent to any amendment to any provision of any Loan Document, including without limitation, any change in the interest rate therein or any change in the time or manner of any payment required thereunder; (b) make or consent to any agreement for the extension, renewal, payment, compounding, compromise, discharge or release of any Obligations or any provision of any Loan Document, or for any modification of the terms thereof; (c) release or discharge the Borrower by acceptance of a deed in lieu of foreclosure or otherwise, as to all or any portion of the Obligations to the Lender; (d) release, substitute or add any one or more guarantors; (e) accept additional security or collateral for the Obligations; (f) settle or compromise the amount due or owing or claimed to be due or owing; (g) surrender, release or impair any collateral given as security for the Obligations; (h) fail to perfect its security interest in or realize upon any collateral given as security for the Obligations; and (i) fail to realize upon any of the Obligations or to proceed against the Borrower or any other guarantor. Credit may be granted or continued from time to time by the Lender to the Borrower without notice to or the consent of the Guarantor, regardless of any such Borrower's financial or other condition at the time of any such grant or continuation.

6. Default and Remedies. Failure by the Guarantor to perform any of the Obligations within thirty (30) days after written demand by the Lender shall constitute an Event of Default under this Guaranty and shall entitle the Lender to bring and prosecute a separate action or actions against the Guarantor whether or not the Borrower or any other guarantor is joined therein or a separate action or actions are brought against the Borrower or any other guarantor. The Lender may maintain successive actions for other Events of Default. Its rights hereunder shall not be exhausted by its exercise of any of its rights or remedies or by any such action or by any number of successive actions until all of the Obligations to the Lender have been paid or performed in full.

The Guarantor's liability hereunder is independent of the obligations of the Borrower and any other guaranties at any time in effect with respect to the Obligations and may be enforced regardless of the existence, validity, enforcement or nonenforcement of any such other guaranties. Guarantor is jointly and severally liable with Borrower for the full and timely performance of all of the Obligations. This Guaranty may be enforced without the necessity at any time of resorting to or exhausting any other security or collateral held by or available to the Lender and without the necessity at any time of bringing action against the Borrower or having recourse to any of the property covered by any Mortgage or any other Loan Document through foreclosure proceedings or otherwise. Nothing herein contained shall at any time prevent the Lender from foreclosing any Mortgage, or from exercising any other rights available to it, and the exercise of any of the aforesaid rights shall not constitute a legal or equitable discharge of the Guarantor, it being the purpose and intent of the Guarantor that its obligations hereunder shall be absolute and unconditional under any and all circumstances.

7. No Reliances. The Guarantor is fully aware of the financial condition of the Borrower and is executing and delivering this Guaranty based solely upon the Guarantor's own independent investigation of all matters pertinent hereto and is not relying in any manner upon any representation or statement of the Lender as to the collectability or enforceability of any of the Obligations or the financial condition of the Borrower. The Guarantor represents and warrants that it is in a position to obtain, and hereby assumes full responsibility for obtaining, any additional information concerning the Borrower's financial condition and any other matter pertinent hereto as the Guarantor may desire, and the Guarantor is not relying upon or expecting the Lender to furnish to the Guarantor any information now or hereafter in the Lender's possession concerning the same or any other matter. The Guarantor shall have no right to require the Lender to obtain or disclose any information with respect to the Obligations, the financial condition or character of the Borrower or the Borrower's ability to pay or perform the Obligations, the existence of any collateral or security for the Obligations, the existence or nonexistence of any other guaranties of all or any part of the Obligations, any action or inaction on the part of the Lender, the Borrower or any other person, or any other matter, fact or occurrence whatsoever. The Guarantor hereby agrees that the Lender may, with Guarantor's prior written approval in each instance, which shall not be unreasonably withheld, disclose any financial information or other data on the Guarantor that is in the Lender's possession to any participant in the Loan, any purchaser of the Loan or any successor or assignee of the Lender, provided, however, Guarantor's consent shall not be required with respect to any compliance or other regulatory review of Lender or its loan files or other books and records.

8. Representations and Warranties. The Guarantor makes the following representations and warranties which shall be deemed to be continuing representations and warranties until the Obligations have been paid or performed in full:

8.1 The Guarantor has the requisite power, authority, capacity and legal right to execute, deliver and perform this Guaranty.

8.2 This Guaranty, when executed and delivered, will constitute the legal, valid and binding obligation of the Guarantor enforceable against the Guarantor in accordance with its terms, even though any Obligation is invalid and unenforceable against the Borrower.

8.3 Neither the execution nor delivery of this Guaranty nor the consummation of the transactions contemplated hereby will, with or without notice and/or lapse of time:

8.3.1 constitute a breach of any of the terms and provisions of, or constitute a default under, any note, contract, document, instrument, agreement or undertaking, whether written or oral, to which the Guarantor is a party or to which the Guarantor's property is subject;

8.3.2 accelerate or constitute an event entitling the holder of any indebtedness of the Guarantor to accelerate the maturity of any such indebtedness;

8.3.3 conflict with or result in a breach of any writ, order, injunction or decree against the Guarantor or any court or governmental agency or instrumentality, whether national, state, local or other; or

8.3.4 conflict with or be prohibited by any federal, state, local or other governmental law, statute, rule or regulation in effect on the date of this Guaranty.

9. Waivers. The Guarantor waives, to the full extent permitted by law:

9.1 any defense that may arise by reason of:

9.1.1 the incapacity, lack of authority, liquidation, dissolution, termination, death or disability of the Borrower, the Guarantor or any other guarantor;

9.1.2 the failure of the Lender to file or enforce a claim against the estate (either in administration, bankruptcy or any other proceeding) of the Borrower, the Guarantor or any other guarantor;

9.1.3 the unenforceability, in whole or in part, of any or all of the Loan Documents; or

9.1.4 any action or inaction by the Lender or the Borrower, or any other event which should occur, after a bankruptcy proceeding is commenced by or against the Borrower;

9.2 presentment, demand for payment, notice, protest, diligence of collection, nonpayment or nonperformance of any Obligations, notice of discharge, notice of acceptance of this Guaranty and indulgences and notices of any other kind whatsoever;

9.3 any defense based upon an election of remedies by the Lender which destroys or otherwise impairs the subrogation rights of the Guarantor or the right of the Guarantor to proceed against the Borrower or any other guarantor for reimbursement, or both;

9.4 any defense based upon any failure to perfect any security interest in, or the taking of or failure to take any other action with respect to any collateral given to secure the Obligations;

9.5 any rights or defenses based upon an offset by the Guarantor against any obligation now or hereafter owed to the Guarantor by the Borrower;

9.6 any defense based upon any statute of limitations; or

9.7 any other defenses which the Borrower might have against the Lender.

It is the intention hereof that the Guarantor shall remain liable to the extent set forth herein until all of the Obligations have been paid or performed in full, notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge of the Guarantor.

10. Subordination of Borrower's Debts To Guarantor. Guarantor agrees that the Loan, and any other indebtedness owed by Borrower to Lender hereafter created and the Lender's rights under the Loan Documents, shall be superior to any claim that Guarantor may now have or hereafter acquire against Borrower, if Borrower becomes insolvent. Guarantor hereby expressly subordinates any claim Guarantor may have against Borrower, upon any account whatsoever, to any claim that Lender may now or hereafter have against Borrower. In the event of insolvency and consequent liquidation of the assets of Borrower, through bankruptcy, by an assignment for the benefit of creditors, by voluntary liquidation, or otherwise, the assets of Borrower applicable to the payment of the claims of both Lender and Guarantor shall be paid to Lender and shall be first applied by Lender to the Loan, and any other indebtedness owed by Borrower to Lender hereafter created. Guarantor does hereby assign to Lender all claims which it may have or acquire against Borrower or against any assignee or trustee in bankruptcy of Borrower; provided however, that such assignment shall be effective only for the purpose of assuring to Lender full payment in legal tender of the Loan. If Lender so requests, any notes or credit agreements now or hereafter evidencing any debts or obligations of Borrower to Guarantor shall be marked with a legend that the same are subject to this Guaranty and shall be delivered to Lender.

11. Notices. Any notice or demand given or made under this Guaranty shall be in writing and shall be considered as properly given if mailed by first-class United States mail, postage prepaid, registered or certified with return receipt requested, or delivered to the intended addressee in person or delivered to an overnight courier service. Notice or demand that is mailed or given to the overnight courier service shall be effective upon its deposit in the United States mails or when given to the overnight courier service. Notice or demand given or made in any other manner shall be effective only if and when received by the addressee. For purposes of notice and demand, the addresses of the parties shall be:

Lender: Bank of Luxemburg
Attn: Garrett R. Jesko, Assistant Vice President
630 Main Street
Luxemburg, WI 54217

Guarantor: City of Green Bay, Wisconsin
Attn: City Attorney
100N. Jefferson Street
Green Bay, WI 54301

Any party shall have the right to change its address for notice or demand to any other location within the continental United States by giving 30 days' notice to the other party in the manner set forth herein for giving notices.

12. Applicable Law. Severability. This Guaranty shall be governed by and construed in accordance with the laws of the State of Wisconsin. The invalidity or unenforceability of any provision of this Guaranty shall not affect the validity or enforceability of any other provision.

13. No Waiver. No delay on the part of the Lender in exercising any rights hereunder or failure to exercise the same shall operate as a waiver of such rights. No notice to or demand on the Guarantor shall be deemed to be a waiver of the obligations of the Guarantor or of the right of the Lender to take further action without notice or demand as provided herein. No modification or waiver of the provisions of this Guaranty shall be effective unless in writing executed by the Lender nor shall any such waiver be applicable except in the specific instance for which given.

14. Entire Agreement. This Guaranty constitutes the entire agreement of the Guarantor and the Lender pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the Guarantor and the Lender in connection herewith. This Guaranty may be amended only by a written amendment signed by the Guarantor and the Lender.

15. Successors and Assigns. This Guaranty shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Guarantor and the Lender except that the Guarantor's rights and obligations may not be assigned without the prior written consent of the Lender, which consent may be withheld in Lender's sole discretion. Lender may pledge or assign this Guaranty or any of its rights and powers hereunder without notice. As used herein, the words "successors and assigns" shall also be deemed to mean the heirs, executors, representatives and administrators of any natural person who is a guarantor.

16. Waiver of Jury Trial. THE GUARANTOR, AND THE LENDER BY ACCEPTING DELIVERY OF THIS GUARANTY, EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTY OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF THE GUARANTOR OR THE LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE LENDER'S EXTENSION OF CREDIT TO THE BORROWER.

17. Consent to Jurisdiction. The Guarantor, and the Lender by accepting delivery of this Guaranty, each agrees to submit to personal jurisdiction in the State of Wisconsin in any action or proceeding arising out of this Guaranty and, in furtherance of such agreement, the Guarantor agrees and consents that without limiting other methods of obtaining jurisdiction, personal jurisdiction over the Guarantor in any such action or proceeding may be obtained within or without the jurisdiction of any court located in Wisconsin and that any process or notice of motion or other application to any such court in connection with any such action or proceeding may be served upon the Guarantor by registered mail to or by personal service at the last known address

of the Guarantor, whether such address be within or without the jurisdiction of any such court. The Guarantor, and the Lender by accepting delivery of this Guaranty, each consents that venue for any legal proceeding related to enforcement of this Guaranty shall be proper in the Circuit Court of Brown County, Wisconsin.

18. Headings. Headings of the sections of this Guaranty are inserted for convenience only and shall not be deemed to constitute a part hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter general shall be freely interchangeable.

19. Multiple Counterparts. This Guaranty may be executed in multiple counterparts, all of which shall constitute one and the same instrument and each of which shall be deemed to be an original. Signatures of the parties transmitted by facsimile transmission or electronic pdf. format (via email) shall be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, the Guarantor has executed and delivered this Guaranty as of December 16, 2015.

GUARANTOR:
CITY OF GREEN BAY, WISCONSIN

By: 
Name: James Schmitt
Title: Mayor

State of Wisconsin)
: SS
Brown County)

This instrument was acknowledged before me on Dec 16, 2015 by Kris A. Teske, the Clerk of the City of Green Bay, Wisconsin.

[Seal]

By: Kris A. Teske
Name: Kris A. Teske
Notary Public, State of Wisconsin
My commission expires: May 25, 2018

CONSENT OF GUARANTOR

The City of Green Bay, by its authorized officer, hereby declares its consent as follows:

A. The City of Green Bay entered into a Continuing Guaranty on December 15, 2015 and a Consent of Guarantee on May 31, 2019, as a Limited Guaranty to the Bank of Luxemburg, as Lender, guaranteeing obligations of HCW LLC, a Wisconsin limited liability company, as Borrower.

B. The Guarantees of the City of Green Bay were entered on the basis that the Lender was unwilling to make the loan unless it received such guarantees from the City of Green Bay.

C. The Borrower, HCW LLC, will remain obligated upon its loan obligation to Bank of Luxemburg, but certain loan modifications will be made.

NOW, THEREFORE, in consideration of the Bank of Luxemburg agreeing to continue financing the obligation of HCW LLC, which is deemed a benefit to the City of Green Bay, the City of Green Bay by its authorized officer consents to the following loan modifications, acknowledging that such modifications do not in any manner cancel, eliminate the obligations of the Continuing Guaranty of the City of Green Bay dated December 15, 2015, or the obligations in the Consent of Guarantee dated May 31, 2019, fully incorporate those terms, and acknowledge those obligations are in full force and effect and consents that:

1. The loan maturity date is modified to December 17, 2025
2. The collateral subject to the security interest of Bank of Luxemburg shall continue to be subject to its security interest.

The undersigned represents that he has full authority of the City of Green Bay to execute this consent on its behalf.

CITY OF GREEN BAY

Date: _____

By: _____
Eric Genrich, Mayor

STATE OF WISCONSIN)
) ss

COUNTY OF BROWN)

Personally came before me this _____ day of January, 2021, the above named Eric Genrich, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My Commission expires: _____



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

March 16, 2021

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # P.2

To adopt an Allocation Amendment Resolution and amend the Project Plan for TID Seven (7), Ashland Avenue and Lombardi Avenue Corridors to include an allocation not to exceed \$850,000 to TID Twenty-Three (23), Legends District, for purposes of blight elimination and public infrastructure costs, and forward to the Green Bay City Council and Joint Review Board for their consideration.

BACKGROUND

TID 7 has accumulated aggregate incremental property taxes greater than the amount of total project costs. However, several pedestrian and streetscape public improvements planned for this district have not been installed because of a delay in a private development due to the economic conditions created by the pandemic. Leaving these projects to be funded by TID 7 would require the City to leave TID 7 open for an additional year. The location of the proposed improvements are in proximity to and will also serve TID 23. Wisconsin State Statutes permit the transfer of funds from TID 7 to TID 23 as a blighted/remediation TID. The Redevelopment Authority has the ability to approve such a transfer subject to further approvals by the Green Bay City Council and the Joint Review Board. Staff has determined that an allocation of up to eight-hundred and fifty-thousand dollars (\$850,000) of excess TID 7 incremental property taxes to TID 23 would provide sufficient funds to cover these project costs, and would allow the City to close TID 7 this year.

It is necessary for this resolution to be adopted by the RDA prior to the adoption of a Termination Resolution for TID 7.

RECOMMENDATION

Adopt an Allocation Amendment Resolution and amend the Project Plan for TID Seven (7), Ashland Avenue and Lombardi Avenue Corridors to include an allocation to not to exceed \$850,000 to TID Twenty-Three (23), Legends District, for purposes of blight elimination and public infrastructure costs, and forward to the Green Bay City Council and Joint Review Board for their consideration.

FISCAL IMPACT

To be discussed at meeting.

ATTACHMENTS

1. RDA Meeting TID Slides 03042021
2. TID-7-RDA Resolution-Allocation-Amendment 03012021
3. TID-7-Project-Plan-Amended 03102021

Redevelopment Authority of the City of Green Bay



Tuesday, March 9, 2021 | 1:30 p.m.

agenda

TID 7

- allocation amendment
- affordable housing extension
- termination

TID 8

- affordable housing extension
- termination

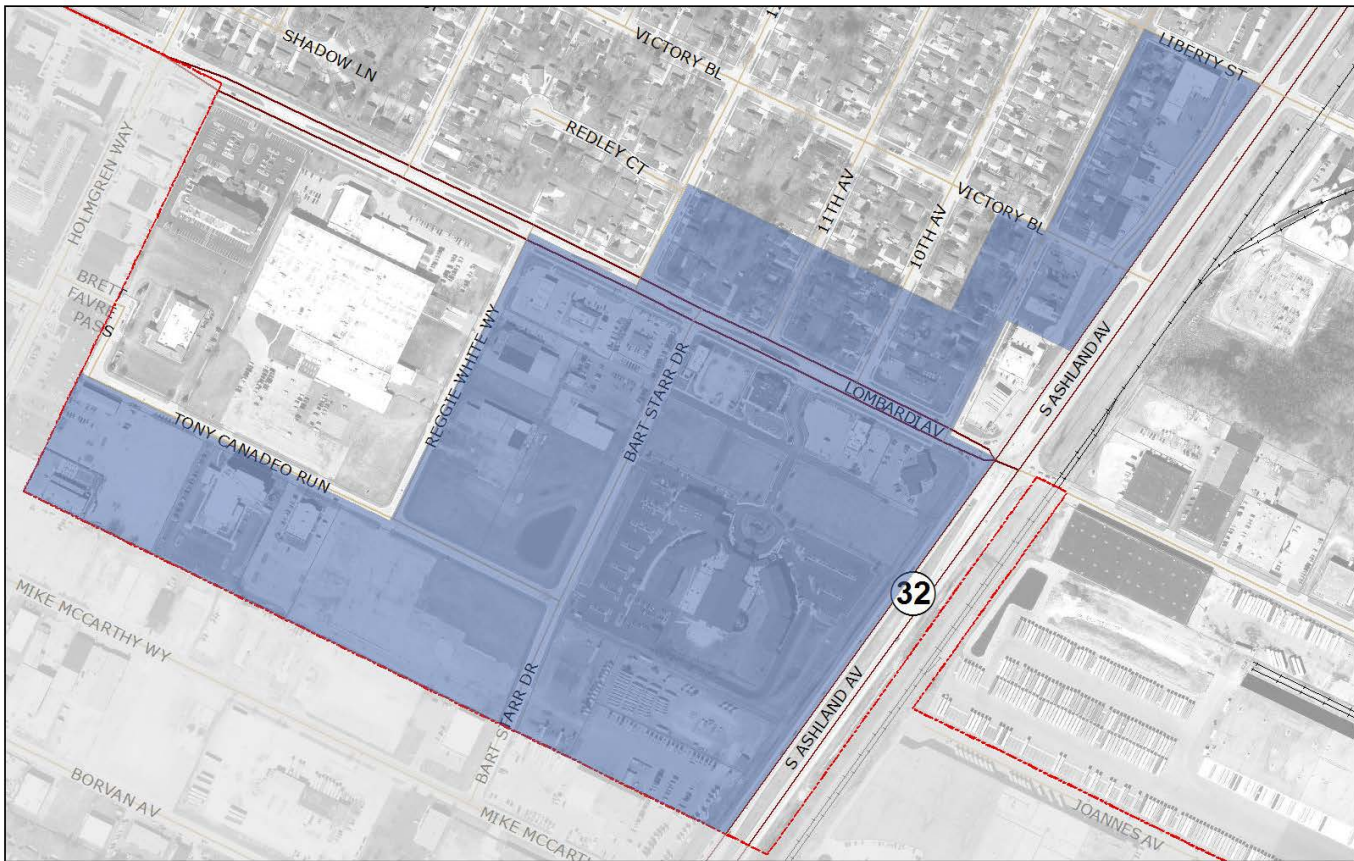
TID 9

- termination

TID 23

- allocation amendment

I) Consideration with possible action to adopt an Allocation Amendment Resolution and amend the Project Plan for TID Seven (7), Ashland Avenue and Lombardi Avenue Corridors.



Green Bay Tax Increment District 7

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.

Date Printed: 06 Aug 2019 X:\Planning\Work Order Requests\2018\18.11 Individual TIDs\individual_TIDs.mxd

0 0.0375 0.075 0.15 Miles



TID

ID

City Info

Highway (Federal, State, or County)

Local Road or Street
Private Road or Street
Proposed Road or Street
Unknown, Unofficial Road or Street
Vacated Road or Street
Trails
Railroad

TID 7: terminates April 15, 2021

	2020	2021	2022
starting balance	\$1,299,863	----	----
revenue: tax increment	\$767,000	\$793,000	----
expenses: public	(\$42,000)	----	----
expenses: development	(\$14,000)	----	----
expenses: debt	(\$260,000)	----	----
allocation amendment	(\$900,000)	(\$850,000)	----
affordable housing	----	(\$793,000)	----
ending balance	----	----	----

- 2) Consideration with possible action to adopt an Affordable Housing Extension Resolution for TID Seven (7), Ashland Avenue and Lombardi Avenue Corridors
- **Information Only: No JRB Action Required**

3) Consideration with possible action to adopt a Termination Resolution for the dissolution of a TID Plan, for the closure of TID Seven (7), Ashland Avenue and Lombardi Avenue Corridors.

- Information Only: No JRB Action Required



Green Bay Tax Increment District 8

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Date Printed: 06 Aug 2019 X:\Planning\Work Order Requests\2018\18.11 Individual TIDs\individual_TIDs.mxd

TID
ID
8

— Railroad
— Highway (Federal, State, or County)

— Local Road or Street
— Private Road or Street
— Proposed Road or Street
— Unknown, Unofficial Road or Street
— Vacated Road or Street
— Trails
City Info

0 0.025 0.05 0.1 Miles



TID 8: terminates April 15, 2021

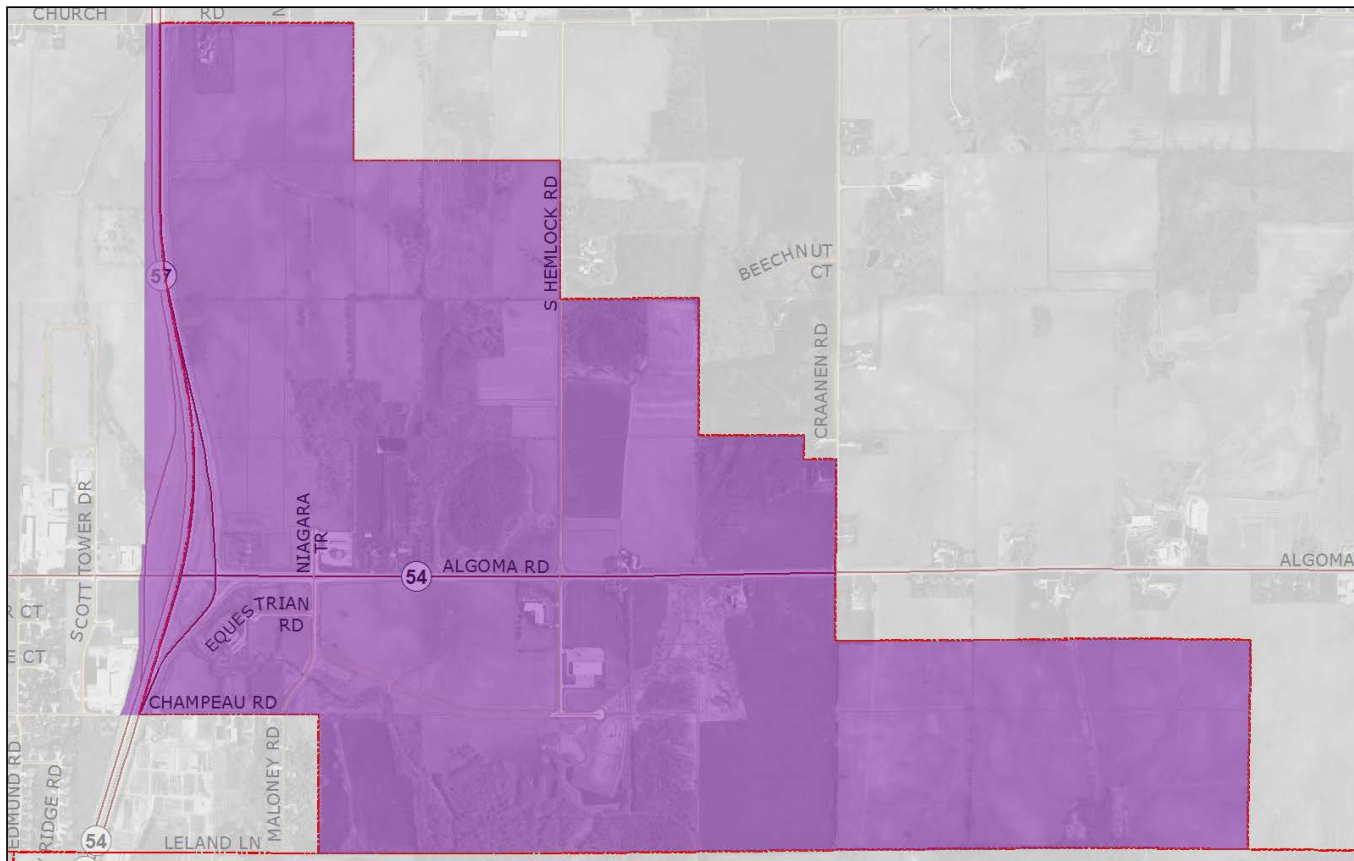
	2020	2021	2022
starting balance	\$1,981,540	----	----
revenue: tax increment	\$340,000	\$381,000	----
expenses: public	(\$9,000)	----	----
expenses: development	----	----	----
expenses: debt	(\$753,000)	----	----
allocation amendment	(\$1,560,000)	----	----
affordable housing	----	(\$381,000)	----
ending balance	----	----	----

4) Consideration with possible action to adopt an Affordable Housing Extension Resolution for TID Eight (8), Henry and Morrow Streets.

- Information Only: No JRB Action Required

5) Consideration with possible action to adopt a Termination Resolution for the dissolution of a TID Plan, for the closure of TID Eight (8), Henry and Morrow Streets.

- **Information Only: No JRB Action Required**



Green Bay Tax Increment District 9

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Date Printed: 06 Aug 2019 X:\Planning\Work Order Requests\2018\18.11 Individual TIDs\individual_TIDs.mxd

TID

ID

9

— Railroad

— Highway (Federal, State, or County)

— Local Road or Street

— Private Road or Street

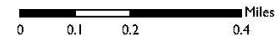
— Proposed Road or Street

— Unknown, Unofficial Road or Street

— Vacated Road or Street

— Trails

— City Info



6) Consideration with possible action to adopt a Termination Resolution for the dissolution of a TID Plan, for the closure of TID Nine (9), State Highway 54/57 Business Park.

- Information Only: No JRB Action Required

TID 9: terminates April 15, 2021

	2020	2021	2022
starting balance	(\$1,540,076)	\$1,240,000	----
revenue: tax increment	\$181,000	\$185,000	----
expenses: public	(\$26,000)	(\$50,000)	----
expenses: development	----	----	----
expenses: debt	(\$209,000)	(\$1,435,000)	----
allocation amendment	\$2,900,000	----	----
affordable housing	----	----	----
ending balance	\$1,300,000	----	----



TID 23 Map 6: Legends District Projects

 TID 23 Boundary

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- 7) Consideration with possible action to adopt an Allocation Amendment Resolution and amend the Project Plan for TID Twenty-Three (23), Lombardi Avenue Corridor.

TID 23: Allocation

	2020	2021
starting balance	(\$13,184)	(\$25,600)
revenue: tax increment	\$0	\$15,000
expenses: public	(\$12,400)	(\$20,000)
expenses: development	----	----
expenses: debt	----	(\$820,000)
allocation amendment	----	\$850,000
affordable housing	----	----
ending balance	(\$25,600)	----



UPCOMING MEETINGS

- Joint Review Board Meeting #1 – March 8th
- Green Bay Redevelopment Authority (RDA) – March 9th
- City Council – March 16th
- Joint Review Board Meeting #2 - TBD

Redevelopment Authority of the City of Green Bay



Tuesday, March 9, 2021 | 1:30 p.m.



Redevelopment Authority
of the City of Green Bay

**RESOLUTION 2021- 01
REGARDING AN ALLOCATION AMENDMENT FOR
TAX INCREMENT DISTRICT NUMBER SEVEN (7),
ASHLAND AVENUE AND LOMBARDI AVENUE CORRIDORS (“TID 7”)**

March 9, 2021

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay (“City”) created Tax Increment District Number Seven (7), Ashland Avenue and Lombardi Avenue Corridors (“TID 7”), on January 15, 2002; and

WHEREAS, the Common Council of the City designated the Redevelopment Authority of the City of Green Bay (“RDA”) to perform all acts necessary to adopt an Allocation Amendment Resolution and amend the Project Plan for TID 7 on Monday, June 29, 2020; and

WHEREAS, the RDA proposed allocating excess incremental property taxes from TID 7 Ashland Avenue and Lombardi Avenue Corridors to Tax Increment District Number Twenty-Three (23) Legends District (“TID 23”) for purposes of blight elimination and public infrastructure costs; and

WHEREAS, the boundaries of TID 7 are not changing with the proposed amendment; and

WHEREAS, on Monday, March 8, 2021, the Joint Review Board (“JRB”) of the City of Green Bay convened to elect a Chair, select a public member to the Board, and discuss the proposed Allocation Amendment Resolution and amended Project Plan; and

WHEREAS, the RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:

1. On Friday, February 25, 2021, mailed, by both electronic means and first-class mail, the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
2. On Tuesday, March 2, 2021, published a notice of said public hearing in the Green Bay Press-Gazette; and
3. On Tuesday, March 2, 2021, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and
4. On Tuesday, March 9, 2021, at 1:30 p.m., virtually through Zoom, held a public hearing on the proposed amendments to TID 7, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and

WHEREAS, the Original Project Plan document plus the Amended Project Plan addendum meets all the requirements of Wis. Stats. §66.1105, to wit:

1. An economic feasibility study; and
2. A detailed list of estimated project costs; and
3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
4. A map showing existing uses and conditions of real property within TID 7; and
5. A map showing proposed improvements and uses in TID 7; and
6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 7 will not exceed thirty-five percent (35%); and

7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
8. A list of estimated non-project costs; and
9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
10. A statement indicating how creation of TID 7 promotes the orderly development of the City; and
11. An opinion of the City Attorney that the Amended Project Plan is complete and complies with Wis. Stats. §66.1105; and

WHEREAS, the RDA makes the following findings as required by Wis. Stats. §66.1105, to wit:

1. The Amended Project Plan demonstrates that TID 7 has accumulated aggregate incremental property taxes greater than the amount of total project costs; and
2. In accordance with Wis. Stats. §66.1105(6)(f)3, that TID 7 has satisfied all of its current year debt service and project cost obligations; and
3. Implementation of some projects identified in TID 7 have been delayed due to economic conditions related to the COVID-19 pandemic, and funding such projects out of TID 7 would require the delay of closing of TID 7; and
4. The mandatory termination date for TID 7 is January 15, 2029; and
5. The mandatory termination date for TID 23 is September 17, 2046; and
6. Wis. Stats. §66.1105 permits the City to donate surplus funds from TID 7 to TID 23 as a blighted or rehabilitation TID; and
7. That “but for” the adoption of an Allocation Amendment, the development projected to occur in both TID 7 and TID 23, as detailed in the *City Comprehensive Plan*, would not occur in the manner desired by the City and RDA; and
8. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in both TID 7 and TID 23; and
9. The economic benefits of both TID 7 and TID 23, as measured by increased property value, employment, and income,
 - 9.1. Are greater than the cost of the improvements identified in the respective Project Plans; and
 - 9.2. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
10. The TID 7 and TID 23 Project Plans are feasible and in conformity with the *City Comprehensive Plan*.

NOW, THEREFORE, BE IT RESOLVED that the RDA approves the amendment of the Non-Project Costs section of the TID 7 Project Plan to include an allocation, in an amount not to exceed eight hundred and fifty thousand dollars (\$850,000.00), from TID 7 to TID 23, for the purposes of blight elimination and public infrastructure costs, which is consistent with the purpose for which TID 23 was created; and forwards this amendment for consideration by the Green Bay City Council and the Green Bay Joint Review Board.

Adopted _____

Approved _____

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director



City of Green Bay
Department of Community and Economic Development

Tax
Increment
District
Seven (7)

Ashland Avenue and Lombardi
Avenue Corridors

Amended
PROJECT PLAN

City of Green Bay, Wisconsin
March 10, 2021

Joint Review Board of the City of Green Bay

Diana Ellenbecker, *City of Green Bay*
Bradley Klingsporn, *Brown County*
Pete Ross, *Green Bay Area Public Schools*
Bob Mathews, *Northeast Wisconsin Technical College*
Brent Weycker, *Citizen Member*

Common Council of the City of Green Bay

Eric Genrich, *Mayor*
Jesse Brunette, *President, District 12*
Barbara Dorff, *Vice-President, District 1*
Veronica Corpus-Dax, *District 2*
Lynn Gerlach, *District 3*
Bill Galvin, *District 4*
Craig Stevens, *District 5*
Kathy Lefebvre, *District 6*
Randy Scannell, *District 7*
Chris Wery, *District 8*
Brian Johnson, *District 9*
Mark Steuer, *District 10*
John S. VanderLeest, *District 11*

Redevelopment Authority of the City of Green Bay

Gary Delveaux, *Chair*
Matt Schueller, *Vice Chair*
Alderperson Barbara Dorff
James Blumreich
Melanie Parma
Kathy Hinkfuss
Deby Dehn

This Project Plan was prepared by
Neil Stechschulte, *Development Director*
Erin Roznik, *Design Specialist*
David Buck, *Principal Planner*
Diana Ellenbecker, *Finance Director*
Vanessa Chavez, *City Attorney*
Tom Giese, *Right-of-Way Specialist*

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Summary of Findings

1. In accordance with Wis. Stats. §66.1105, the City of Green Bay (“City”) created Tax Increment District Number Seven (7), Ashland Avenue and Lombardi Avenue Corridors (“TID 7”), on January 15, 2002; and
2. The Common Council of the City designated the Redevelopment Authority of the City of Green Bay (“RDA”) to perform all acts necessary to adopt an Allocation Amendment Resolution and amend the Project Plan for TID 7 on Monday, June 29, 2020; and
3. The RDA proposed allocating excess incremental property taxes from TID 7 to Tax Increment District Number Twenty-Three (23), Ashland Avenue & Lombardi Ave. Corridors (“TID 23”) for purposes of blight elimination, environmental remediation, rehabilitation, historic preservation, and public infrastructure. The RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:
 - 3.1. On Friday, February 25, 2021, mailed, by both electronic means and first-class mail, the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
 - 3.2. On Tuesday, March 2, 2021, published a notice of said public hearing in the Green Bay Press-Gazette; and
 - 3.3. On Tuesday, March 2, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and
 - 3.4. On Tuesday, March 9, 2021, at 1:30 p.m., virtually through Zoom, held a public hearing on the proposed amendments to TID 7, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and
4. The Original Project Plan document Amended Project Plan addendum meets all the requirements of Wis. Stats. §66.1105, to wit:
 - 4.1. An economic feasibility study; and
 - 4.2. A detailed list of estimated project costs; and
 - 4.3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
 - 4.4. A map showing existing uses and conditions of real property within TID 7; and
 - 4.5. A map showing proposed improvements and uses in TID 7; and
 - 4.6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 7 will not exceed thirty-five percent (35%); and
 - 4.7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
 - 4.8. A list of estimated non-project costs; and
 - 4.9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
 - 4.10. A statement indicating how creation and amendment of TID 7 promotes the orderly development of the City; and
 - 4.11. An opinion of the City Attorney that the Project Plan is complete and complies with Wis. Stats. §66.1105; and
5. The RDA makes the following findings as required by Wis. Stats. §66.1105, to wit:
 - 5.1. The Amended Project Plan demonstrates that TID 7 has accumulated aggregate incremental property taxes greater than the amount of total project costs; and
 - 5.2. In accordance with Wis. Stats. §66.1105(6)(f)3, that TID 7 has satisfied all of its current year debt service and project cost obligations; and
 - 5.3. The mandatory termination date for TID 7 is January 15, 2029; and
 - 5.4. The mandatory termination date for TID 23 is September 17, 2046; and
 - 5.5. Implementation of some projects identified in TID 7 have been delayed due to economic conditions related to the COVID-19 pandemic, and funding such projects out of TID 7 would require the delay of closing of TID 7; and
 - 5.6. Wis. Stats. §66.1105 permits the City to donate surplus funds from TID 7 to TID 23 as a blighted or rehabilitation TID for purposes of blight elimination and public infrastructure costs; and

- 5.7. That “but for” the adoption of an Allocation Amendment, the development projected to occur in both TID 7 and TID 23, as detailed in the *City Comprehensive Plan*, would not occur in the manner desired by the City and RDA; and
- 5.8. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in both TID 7 and TID 23 and
- 5.9. The economic benefits of both TID 7 and TID 23, as measured by increased property value, employment, and income,
 - 5.9.1. Are greater than the cost of the improvements identified in the respective Project Plans; and
 - 5.9.2. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
- 5.10. The TID 7 and TID 23 Project Plans are feasible and in conformity with the *City Comprehensive Plan*.

Proposed Amendment

Amend the Non-Project Costs section of the TID 7 Project Plan to include an allocation, in an amount not to exceed eight hundred and fifty thousand dollars (\$850,000), from TID 7 to TID 23, for the purposes of blight elimination and public infrastructure costs related to the implementation of Section 4.9.I Design Standards: Sidewalks, Streetscapes and Intersections of the Legends District Master Plan, which is consistent with the purpose for which TID 23 was created.

Appendix A: City Attorney Legal Opinion [DRAFT]

March 16, 2021

Mayor and Common Council
of the City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

RE: Certification of Amended Project Plan
Tax Increment District No. 7 - City of Green Bay, Brown County, Wisconsin

This opinion relates to the compliance of the proposed amended project plan for Tax Increment District No. 7, City of Green Bay, Brown County, Wisconsin (hereinafter “District”) with the requirements of §66.1105(4), Wis. Stats.

The Community and Economic Development Department has drafted an amended project plan for the District. Pursuant to statutory requirements, a public hearing was held before the Redevelopment Authority at which interested parties were afforded a reasonable opportunity to express their views on the proposed project plan amendment [§66.1105(4)(e), Wis. Stats.]. This hearing was held on March 9, 2021. Resolutions adopting the amended project plan and authorizing allocation of positive tax increments from the District, along with an affordable housing extension, and termination will be considered by the Common Council on the evening of March 16, 2021.

I have examined the amended project plan and find that, together with the original project plan, it is complete and complies with the requirements of §66.1105(4)(f), Wis. Stats. This opinion is provided pursuant to §66.1105(4)(f), Wis. Stats.

Thank you for your attention to this matter.

Sincerely,

Vanessa R. Chavez
City Attorney



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

March 16, 2021

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # P.3

To adopt an Affordable Housing Extension Resolution for TID Seven (7), Ashland Avenue and Lombardi Avenue Corridors, and forward to the Green Bay City Council for their consideration.

BACKGROUND

TID 7 has accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs, and in accordance with Wis. Stats. §66.1105, shall be required to close. Wis. Stats. §66.1105(6)(g) permits the City to extend the life of a TID that is required to close for one (1) additional year, so long as all incremental property taxes from such additional year are used to improve housing stock within the City so long as no less than seventy-five percent (75%) of said incremental property taxes from such additional year shall be allocated to affordable housing projects, with affordable being defined as housing that costs no more than thirty percent (30%) of the gross monthly income of a household.

The funds for this extension will be based on the 2020 tax year, and collected in 2021.

It is necessary for this resolution to be adopted by the RDA prior to the adoption of a Termination Resolution for TID 7.

Note: This item was previously reviewed and approved by the RDA in September of 2020, but the City was instructed by the Wisconsin Department of Revenue that this action needed to be taken in the same year it was being implemented.

RECOMMENDATION

Adopt an Affordable Housing Extension Resolution for TID Seven (7), Ashland Avenue and Lombardi Avenue Corridors, and forward to the Green Bay City Council for their consideration.

FISCAL IMPACT

To be discussed at meeting.

ATTACHMENTS

- I. TID-7-RDA Resolution-Affordable Housing Extension 03012021



Redevelopment Authority
of the City of Green Bay

**RESOLUTION 2021- 02
REGARDING AN AFFORDABLE HOUSING EXTENSION FOR
TAX INCREMENT DISTRICT NUMBER SEVEN (7),
ASHLAND AVENUE AND LOMBARDI AVENUE CORRIDORS (“TID 7”)**

March 9, 2021

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay (“City”) created Tax Increment District Number Seven (7) (“TID 7”) on January 15, 2002; and

WHEREAS, prior to March 9, 2021 TID 7 has accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs, and in accordance with Wis. Stats. §66.1105, shall be required to close; and

WHEREAS, Wis. Stats. §66.1105(6)(g) permits the City to extend the life of a TID that is required to close for one (1) additional year, so long as all incremental property taxes from such additional year are used to improve housing stock within the City; and

WHEREAS, no less than seventy-five percent (75%) of said incremental property taxes from such additional year shall be allocated to affordable housing projects, with affordable being defined as housing that costs no more than thirty percent (30%) of the gross monthly income of a household.

NOW, THEREFORE, BE IT RESOLVED that the RDA approves the extension of the life of TID 7 until April 15, 2021, for the purposes of improving housing stock within the City as defined under the provisions of Wis. Stats. §66.1105(6)(g); and the forwarding of this request for an affordable housing extension for TID 7 to the Green Bay City Council and the City of Green Bay Joint Review Board for their consideration.

BE IT FURTHER RESOLVED that the City shall establish a Tax Increment District Affordable Housing (“TIDAH”) (segregated account) Fund, from which such incremental property taxes of tax year 2020, collected in calendar year 2021, shall be placed; and

BE IT FURTHER RESOLVED that such TIDAH Fund will improve housing stock within the City through projects that include, but are not limited to, the construction and/or rehabilitation of larger multi-unit (rental or owner-occupied) projects located outside of a TID; rehabilitation of multi-unit (rental or owner-occupied) structures; the construction and/or rehabilitation of residential space above retail establishments; public-led construction of new (rental or owner-occupied) single or multi-unit structures; and home improvement loans for applicants who are not eligible under federal program regulations; and

BE IT FURTHER RESOLVED that no less than seventy-five percent (75%) of money within the TIDAH Fund shall be allocated to affordable housing projects, with affordable being defined as housing that costs no more than thirty percent (30%) of the gross monthly income of a household.

Adopted _____

Approved _____

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

March 16, 2021

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # P.4

To adopt a Termination Resolution for the dissolution of a Project Plan, for the closure of TID Seven (7), Ashland Avenue and Lombardi Avenue Corridors, and forward to the Green Bay City Council for their consideration.

BACKGROUND

TID 7 has accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs, and in accordance with Wis. Stats. §66.1105, shall be required to close. TID 7 has a mandatory termination date of January 15, 2029. Once the proposed allocation amendment and the affordable housing extension are adopted, TID 7 can be closed in 2021.

RECOMMENDATION

Adopt a Termination Resolution for the dissolution of a Project Plan, for the closure of TID Seven (7), Ashland Avenue and Lombardi Avenue Corridors, and forwarded to the Green Bay City Council for their consideration.

FISCAL IMPACT

To be discussed at meeting.

ATTACHMENTS

- I. TID-7-RDA Resolution-Termination 03012021



Redevelopment Authority
of the City of Green Bay

**RESOLUTION 2021- 03
REGARDING TERMINATION OF
TAX INCREMENT DISTRICT NUMBER SEVEN (7),
ASHLAND AVENUE AND LOMBARDI AVENUE CORRIDORS (“TID 7”)**

March 9, 2021

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay (“City”) created Tax Increment District Number Seven (7) (“TID 7”) on January 15, 2002; and

WHEREAS, the Common Council of the City designated the Redevelopment Authority of the City of Green Bay (“RDA”) to perform all acts necessary to amend the Project Plan for TID 7 on Monday, June 29, 2020; and

WHEREAS, prior to March 9, 2021, TID 7 has accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs, and in accordance with Wis. Stats. §66.1105, shall be required to close; and

WHEREAS, all TID 7 projects were completed in the prescribed allowed time, including an allocation amendment and an affordable housing extension; and:

WHEREAS, sufficient increment was collected as of the 2020 tax roll, payable in 2021, to cover TID 7 project costs; and

THEREFORE BE IT RESOLVED, that the RDA approves the termination of TID 7, and the forwarding of this request to terminate TID 7 to the Green Bay City Council and the City of Green Bay Joint Review Board for their consideration.

Adopted _____

Approved _____

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

March 16, 2021

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # P.5

To adopt an Affordable Housing Extension Resolution for TID Eight (8), Henry and Morrow Streets, and forward to the Green Bay City Council for their consideration.

BACKGROUND

TID 8 has accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs, and in accordance with Wis. Stats. §66.1105, shall be required to close. Wis. Stats. §66.1105(6)(g) permits the City to extend the life of a TID that is required to close for one (1) additional year, so long as all incremental property taxes from such additional year are used to improve housing stock within the City so long as no less than seventy-five percent (75%) of said incremental property taxes from such additional year shall be allocated to affordable housing projects, with affordable being defined as housing that costs no more than thirty percent (30%) of the gross monthly income of a household.

The funds for this extension will be based on the 2020 tax year, and collected in 2021.

It is necessary for this resolution to be adopted by the RDA prior to the adoption of a Termination Resolution for TID 8.

Note: This item was previously reviewed and approved by the RDA in September of 2020, but the City was instructed by the Wisconsin Department of Revenue that this action needed to be taken in the same year it was being implemented.

RECOMMENDATION

Adopt an Affordable Housing Extension Resolution for TID Eight (8), Henry and Morrow Streets, and forward to the Green Bay City Council for their consideration.

FISCAL IMPACT

To be discussed at meeting.

ATTACHMENTS

- I. TID-8-RDA Resolution-Affordable Housing Extension 03012021



Redevelopment Authority
of the City of Green Bay

**RESOLUTION 2021- 04
REGARDING AN AFFORDABLE HOUSING EXTENSION FOR
TAX INCREMENT DISTRICT NUMBER EIGHT (8)
HENRY AND MORROW STREETS (“TID 8”)**

March 9, 2021

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay (“City”) created Tax Increment District Number Seven (7) (“TID 7”) on January 15, 2002; and

WHEREAS, prior to March 9, 2021 TID 8 has accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs, and in accordance with Wis. Stats. §66.1105, shall be required to close; and

WHEREAS, Wis. Stats. §66.1105(6)(g) permits the City to extend the life of a TID that is required to close for one (1) additional year, so long as all incremental property taxes from such additional year are used to improve housing stock within the City; and

WHEREAS, no less than seventy-five percent (75%) of said incremental property taxes from such additional year shall be allocated to affordable housing projects, with affordable being defined as housing that costs no more than thirty percent (30%) of the gross monthly income of a household.

NOW, THEREFORE, BE IT RESOLVED that the RDA approves the extension of the life of TID 8 until April 15, 2021, for the purposes of improving housing stock within the City as defined under the provisions of Wis. Stats. §66.1105(6)(g); and the forwarding of this request for an affordable housing extension for TID 8 to the Green Bay City Council and the City of Green Bay Joint Review Board for their consideration.

BE IT FURTHER RESOLVED that the City shall establish a Tax Increment District Affordable Housing (“TIDAH”) (segregated account) Fund, from which such incremental property taxes of tax year 2020, collected in calendar year 2021, shall be placed; and

BE IT FURTHER RESOLVED that such TIDAH Fund will improve housing stock within the City through projects that include, but are not limited to, the construction and/or rehabilitation of larger multi-unit (rental or owner-occupied) projects located outside of a TID; rehabilitation of multi-unit (rental or owner-occupied) structures; the construction and/or rehabilitation of residential space above retail establishments; public-led construction of new (rental or owner-occupied) single or multi-unit structures; and home improvement loans for applicants who are not eligible under federal program regulations; and

BE IT FURTHER RESOLVED that no less than seventy-five percent (75%) of money within the TIDAH Fund shall be allocated to affordable housing projects, with affordable being defined as housing that costs no more than thirty percent (30%) of the gross monthly income of a household.

Adopted _____

Approved _____

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

March 16, 2021

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # P.6

To adopt a Termination Resolution for the dissolution of a Project Plan, for the closure of TID Eight (8), Henry and Morrow Streets, and forward to the Green Bay City Council for their consideration.

BACKGROUND

TID 8 has accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs, and in accordance with Wis. Stats. §66.1105, shall be required to close. TID 8 has a mandatory termination date of August 20, 2029. Once the proposed the affordable housing extension is adopted, TID 8 can be closed in 2021.

RECOMMENDATION

Adopt a Termination Resolution for the dissolution of a Project Plan, for the closure of TID Eight (8), Henry and Morrow Streets, and forward to the Green Bay City Council for their consideration.

FISCAL IMPACT

To be discussed at meeting.

ATTACHMENTS

- I. TID-8-RDA Resolution-Termination 03012021



Redevelopment Authority
of the City of Green Bay

**RESOLUTION 2021- 05
REGARDING TERMINATION OF
TAX INCREMENT DISTRICT NUMBER EIGHT (8)
HENRY AND MORROW STREETS ("TID 8")**

March 9, 2021

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay ("City") created Tax Increment District Number Eight (8) ("TID 8") on August 20, 2002; and

WHEREAS, the Common Council of the City designated the Redevelopment Authority of the City of Green Bay ("RDA") to perform all acts necessary to amend the Project Plan for TID 8 on Monday, June 29, 2020; and

WHEREAS, prior to March 9, 2021, TID 8 has accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs, and in accordance with Wis. Stats. §66.1105, shall be required to close; and

WHEREAS, all TID 8 projects were completed in the prescribed allowed time, including an allocation amendment and an affordable housing extension; and:

WHEREAS, sufficient increment was collected as of the 2020 tax roll, payable in 2021, to cover TID 8 project costs; and

THEREFORE BE IT RESOLVED, that the RDA approves the termination of TID 8 and the forwarding of this request to terminate TID 8 to the Green Bay City Council and the City of Green Bay Joint Review Board for their consideration.

Adopted _____

Approved _____

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

March 16, 2021

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # P.7

To adopt a Termination Resolution for the dissolution of a Project Plan, for the closure of TID Nine (9), State Highway 54/57 Business Park, and forward to the Green Bay City Council for their consideration.

BACKGROUND

In 2020, the RDA, the City Council and the Joint Review Board approved allocations from TID 7, TID 8, and TID 12 to TID 9. TID 9 has not accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs. Based on the evaluation of current market conditions and development projections, Staff has determined that closure of TID 9 in 2021 is in the best interest of the City. Any remaining debt owed in TID 9 will be absorbed by the City of Green Bay. TID 9 has a mandatory termination date of October 7, 2026. The City will continue to work with property owners in this area to market their properties to encourage development.

RECOMMENDATION

Adopt a Termination Resolution for the dissolution of a Project Plan, for the closure of TID Nine (9), State Highway 54/57 Business Park.

FISCAL IMPACT

To be discussed at meeting.

ATTACHMENTS

- I. TID-9-RDA Resolution-Termination 03012021



Redevelopment Authority
of the City of Green Bay

**RESOLUTION 2021- 06
REGARDING TERMINATION OF
TAX INCREMENT DISTRICT NUMBER NINE (9)
STATE HIGHWAY 54/57 BUSINESS PARK**

March 9, 2021

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay ("City") created Tax Increment District Number Nine (9) ("TID 9") on October 7, 2003; and

WHEREAS, the Common Council of the City designated the Redevelopment Authority of the City of Green Bay ("RDA") to perform all acts necessary to amend the Project Plan for TID 9 on Monday, June 29, 2020; and

WHEREAS, all TID 9 projects were completed in the prescribed allowed time; and

WHEREAS, prior to March 9, 2021, TID 9 has not accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs, and in accordance with Wis. Stats. §66.1105, may be closed prior to the end of its prescribed allowed time; and

WHEREAS, insufficient increment was collected to cover TID 9 project costs; and

WHEREAS, any remaining debts at the time of TID closure are transferred to the municipality; and:

THEREFORE BE IT RESOLVED, that the RDA approves the termination of TID 9, and the forwarding of this request to terminate TID 9 to the Green Bay City Council and the City of Green Bay Joint Review Board for their consideration.

Adopted _____

Approved _____

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director



Report to the
Redevelopment Authority
of the City of Green Bay

MEETING DATE

March 16, 2021

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # P.8

To adopt an Allocation Amendment Resolution and amend the Project Plan for TID Twenty-Three (23), Legends District, to be able to receive an allocation not to exceed \$850,000 from TID Seven (7), Lombardi Avenue and Ashland Avenue Corridors, for purposes of blight elimination and public infrastructure costs, and forward to the Green Bay City Council and Joint Review Board for their consideration.

BACKGROUND

TID 7 has accumulated aggregate incremental property taxes greater than the amount of total project costs. However, several pedestrian and streetscape public improvements planned for this district have not been installed because of a delay in a private development due to the economic conditions created by the pandemic. Leaving these projects to be funded by TID 7 would require the City to leave TID 7 open for an additional year. The location of the proposed improvements are in proximity to and will also serve TID 23. Wisconsin State Statutes permit the transfer of funds from TID 7 to TID 23 as a blighted/remediation TID for purposes of blight elimination and public infrastructure costs. The Redevelopment Authority has the ability to approve such a transfer subject to further approvals by the Green Bay City Council and the Joint Review Board. Staff has determined that an allocation of up to eight-hundred and fifty-thousand dollars (\$850,000) of excess TID 7 incremental property taxes to TID 23 would provide sufficient funds to cover these project costs, and would allow the City to close TID 7 this year. The project plan for TID 23 must be amended to be able to receive an allocation from TID 7.

RECOMMENDATION

Adopt an Allocation Amendment Resolution and amend the Project Plan for TID Twenty-Three (23), Legends District, to be able to receive an allocation to not to exceed \$850,000 from TID Seven (7), Lombardi Avenue and Ashland Avenue Corridors, for purposes of blight elimination and public infrastructure costs, and forward to the Green Bay City Council and Joint Review Board for their consideration.

FISCAL IMPACT

To be discussed at meeting.

ATTACHMENTS

1. TID-23-RDA Resolution-Allocation-Amendment 03012021
2. TID-23-Project-Plan-Amended 03102021



Redevelopment Authority
of the City of Green Bay

**RESOLUTION 2021- 07
REGARDING AN ALLOCATION AMENDMENT FOR
TAX INCREMENT DISTRICT NUMBER TWENTY-THREE (23),
LEGENDS DISTRICT ("TID 23")**

March 9, 2021

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay ("City") created Tax Increment District Number Twenty-Three (23) Legends District ("TID 23"), on September 17, 2019; and

WHEREAS, the Common Council of the City designated the Redevelopment Authority of the City of Green Bay ("RDA") to perform all acts necessary to adopt an Allocation Amendment Resolution and amend the Project Plan for TID 23 on Monday, June 29, 2020; and

WHEREAS, the RDA proposed allocating excess incremental property taxes from TID 7 (Ashland Avenue and Lombardi Avenue Corridors) to Tax Increment District Number 23 (Legends District) for purposes of blight elimination, and public infrastructure; and

WHEREAS, the boundaries of TID 23 are not changing with the proposed amendment; and

WHEREAS, the RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:

1. On Friday, February 25, 2021, mailed, by both electronic means and first-class mail, the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
2. On Tuesday, March 2, 2021, published a notice of said public hearing in the Green Bay Press-Gazette; and
3. On Tuesday, March 2, 2021, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and
4. On Tuesday, March 9, 2021, at 1:30 p.m., virtually through Zoom, held a public hearing on the proposed amendments to TID 23, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and

WHEREAS, the Original Project Plan document plus the Amended Project Plan addendum meets all the requirements of Wis. Stats. §66.1105, to wit:

1. An economic feasibility study; and
2. A detailed list of estimated project costs; and
3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
4. A map showing existing uses and conditions of real property within TID 23; and
5. A map showing proposed improvements and uses in TID 23; and
6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 23 will not exceed thirty-five percent (35%); and
7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
8. A list of estimated non-project costs; and
9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
10. A statement indicating how creation of TID 23 promotes the orderly development of the City; and

11. An opinion of the City Attorney that the Amended Project Plan is complete and complies with Wis. Stats. §66.1105; and

WHEREAS, the RDA makes the following findings as required by Wis. Stats. §66.1105, to wit:

1. The Amended Project Plan demonstrates that TID 7 has accumulated aggregate incremental property taxes greater than the amount of total project costs; and
2. In accordance with Wis. Stats. §66.1105(6)(f)3, that TID 7 has satisfied all of its current year debt service and project cost obligations; and
3. Implementation of some projects identified in TID 7 have been delayed due to economic conditions related to the COVID-19 pandemic, and funding such projects out of TID 7 would require the delay of closing of TID 7; and
4. The mandatory termination date for TID 7 is January 15, 2029; and
5. The mandatory termination date for TID 23 is September 17, 2046; and
6. Wis. Stats. §66.1105 permits the City to donate surplus funds from TID 7 to TID 23 as a blighted or rehabilitation TID; and
7. That “but for” the adoption of an Allocation Amendment, the development projected to occur in both TID 7 and TID 23, as detailed in the *City Comprehensive Plan*, would not occur in the manner desired by the City and RDA; and
8. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in both TID 7 and TID 23; and
9. The economic benefits of both TID 7 and TID 23, as measured by increased property value, employment, and income,
 - 9.1. Are greater than the cost of the improvements identified in the respective Project Plans; and
 - 9.2. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
10. The TID 7 and TID 23 Project Plans are feasible and in conformity with the *City Comprehensive Plan*.

NOW, THEREFORE, BE IT RESOLVED that the RDA approves the amendment of the Non-Project Costs section of the TID 23 Project Plan to include being a recipient of an allocation, in an amount not to exceed eight hundred and fifty thousand dollars (\$850,000.00), from TID 7 to TID 23, for the purposes of blight elimination, environmental remediation, rehabilitation, historic preservation, and public infrastructure in TID 23, which is consistent with the purpose for which TID 23 was created; and the forwarding of this request for an allocation amendment from TID 7 to TID 23 to the Green Bay City Council and the City of Green Bay Joint Review Board for their consideration.

Adopted _____

Approved _____

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director



City of Green Bay
Department of Community and Economic Development

Tax Increment District Twenty-Three (23)

Legends District

Amended **PROJECT PLAN**

City of Green Bay, Wisconsin
March 10, 2021

Joint Review Board of the City of Green Bay

Diana Ellenbecker, *City of Green Bay*
Bradley Klingsporn, *Brown County*
Pete Ross, *Green Bay Area Public Schools*
Bob Mathews, *Northeast Wisconsin Technical College*
Brent Weycker, *Citizen Member*

Common Council of the City of Green Bay

Eric Genrich, *Mayor*
Jesse Brunette, *President, District 12*
Barbara Dorff, *Vice-President, District 1*
Veronica Corpus-Dax, *District 2*
Lynn Gerlach, *District 3*
Bill Galvin, *District 4*
Craig Stevens, *District 5*
Kathy Lefebvre, *District 6*
Randy Scannell, *District 7*
Chris Wery, *District 8*
Brian Johnson, *District 9*
Mark Steuer, *District 10*
John S. VanderLeest, *District 11*

Redevelopment Authority of the City of Green Bay

Gary Delveaux, *Chair*
Matt Schueller, *Vice Chair*
Alderperson Barbara Dorff
James Blumreich
Melanie Parma
Kathy Hinkfuss
Deby Dehn

This Project Plan was prepared by
Neil Stechschulte, *Development Director*
Erin Roznik, *Design Specialist*
David Buck, *Principal Planner*
Diana Ellenbecker, *Finance Director*
Vanessa Chavez, *City Attorney*
Tom Giese, *Right-of-Way Specialist*

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Summary of Findings

1. In accordance with Wis. Stats. §66.1105, the City of Green Bay (“City”) created Tax Increment District Number Twenty-Three (23), Legends District e.g. (“TID 23”), on September 17, 2019; and
2. The Common Council of the City designated the Redevelopment Authority of the City of Green Bay (“RDA”) to perform all acts necessary to adopt an Allocation Amendment Resolution and amend the Project Plan for TID 23 on Monday, June 29, 2020; and
3. The RDA proposed allocating excess incremental property taxes from TID 7 to TID 23 for purposes of blight elimination, environmental remediation, rehabilitation, historic preservation, and public infrastructure. The RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:
 - a) On Friday, February 25, 2021, mailed, by both electronic means and first-class mail, the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
 - b) On Tuesday, March 2, 2021, published a notice of said public hearing in the Green Bay Press-Gazette; and
 - c) On Tuesday, March 2, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and
 - d) On Tuesday, March 9, 2021, at 1:30 p.m., virtually through Zoom, held a public hearing on the proposed amendments to TID 23, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and
4. The Original Project Plan document and the Amended Project Plan addendum meet all the requirements of Wis. Stats. §66.1105, to wit:
 - a) An economic feasibility study; and
 - b) A detailed list of estimated project costs; and
 - c) A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
 - d) A map showing existing uses and conditions of real property within TID 23; and
 - e) A map showing proposed improvements and uses in TID 23; and
 - f) A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 23 will not exceed thirty-five percent (35%); and
 - g) Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
 - h) A list of estimated non-project costs; and
 - i) A statement relating to the proposed method for the relocation of any persons to be displaced; and
 - j) A statement indicating how creation and amendment of TID 23 promotes the orderly development of the City; and
 - k) An opinion of the City Attorney that the Project Plan is complete and complies with Wis. Stats. §66.1105; and
5. The RDA makes the following findings as required by Wis. Stats. §66.1105, to wit:
 - a) The Amended Project Plan demonstrates that TID 7 will aggregate incremental property taxes greater than the amount of total project costs; and
 - b) In accordance with Wis. Stats. §66.1105(6)(f)3, that TID 7 has satisfied all of its current year debt service and project cost obligations; and
 - c) Implementation of some projects identified in TID 7 have been delayed due to economic conditions related to the COVID-19 pandemic, and funding such projects out of TID 7 would require the delay of closing of TID 7; and
 - d) The mandatory termination date for TID 7 is January 15, 2029; and
 - e) The mandatory termination date for TID 23 is September 17, 2046; and
 - f) Wis. Stats. §66.1105 permits the City to donate surplus funds from TID 7 to TID 23 as a blighted or rehabilitation TID for purposes of blight elimination and public infrastructure costs; and

- g) That “but for” the adoption of an Allocation Amendment, the development projected to occur in both TID 7 and TID 23, as detailed in the *City Comprehensive Plan*, would not occur in the manner desired by the City and RDA; and
- h) The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in both TID 7 and TID 23 and
- i) The economic benefits of both TID 7 and TID 23, as measured by increased property value, employment, and income,
 - i. Are greater than the cost of the improvements identified in the respective Project Plans; and
 - ii. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
- j) The TID 7 and TID 23 Project Plans are feasible and in conformity with the *City Comprehensive Plan*.

Proposed Amendment

Amend the Non-Project Costs section of the TID 23 Project Plan to include being the recipient of an allocation, in an amount not to exceed eight hundred and fifty thousand dollars (\$850,000), from TID 7 to TID 23, for the purposes of blight elimination and public infrastructure costs related to the implementation of Section 4.9.I Design Standards: Sidewalks, Streetscapes and Intersections of the Legends District Master Plan, which is consistent with the purpose for which TID 23 was created.

Appendix A: City Attorney Legal Opinion

March 16, 2021

Mayor and Common Council
of the City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

RE: Certification of Amended Project Plan
Tax Increment District No. 23 - City of Green Bay, Brown County, Wisconsin

I. This opinion relates to the compliance of the proposed amended project plan for Tax Increment District No. 23 City of Green Bay, Brown County, Wisconsin (hereinafter “District”) with the requirements of §66.1105(4), Wis. Stats.

The Community and Economic Development Department has drafted an amended project plan for the District. Pursuant to statutory requirements, a public hearing was held before the Redevelopment Authority at which interested parties were afforded a reasonable opportunity to express their views on the proposed project plan amendment [§66.1105(4)(e), Wis. Stats.]. This hearing was held on March 9, 2021. Resolutions adopting the amended project plan and authorizing allocation of positive tax increments from TID 7 to the District will be considered by the Common Council on the evening of March 16, 2021.

I have examined the amended project plan and find that, together with the original project plan, it is complete and complies with the requirements of §66.1105(4)(f), Wis. Stats. This opinion is provided pursuant to §66.1105(4)(f), Wis. Stats.

Thank you for your attention to this matter.

Sincerely,

Vanessa R. Chavez
City Attorney

Detail Summary of Projects Issued

2/1/2021 to 2/28/2021

Proj #	Address	Owner	Applicant	Fees Paid	Estimated \$	Status
103255	3362 LARGO RIDGE CT..21-8229	LARGO RIDGE DEVELOPMENT LLC		\$1,235.33	\$250,000.00	Pending
[1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOME W/ ATTACHED GARAGE EC approved 1/21/21						
103311	2044 CRESTWOOD SPRINGS DR..6H-4444	BROBERG CONSTRUCTION LLC		\$1,292.48	\$259,200.00	Pending
[1-101 - Residential - New - Single Family House] EC approved 1/27/21						
103349	3436 PAULA ST..22-2189	H L & H LLC		\$1,174.95	\$186,500.00	Pending
[1-101 - Residential - New - Single Family House] SING. FAM. ,1-STRY., ATT. GAR. EC Approved 2/1/21						
103350	3432 PAULA ST..22-2188	H L & H LLC		\$1,259.46	\$186,500.00	Pending
[1-101 - Residential - New - Single Family House] New Single Family Home w/ Attached garage EC Approved 2/1/21						
103387	3608 CHURCH RD..22-2152	TJDM LLC		\$1,204.10	\$245,000.00	Pending
[1-101 - Residential - New - Single Family House] SINGLE FAMILY HOME EC APPROVAL 2/22/21						
103396	2170 WEST RED FERN LN..6H-4316	WAYNE S & KAREN A HOLLISTER		\$1,417.78	\$375,000.00	Pending
[1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOME, ONE STORY WITH ATTACHED GARAGE EC Approved 2/8/21						
102642	1523 FARLIN AV..19-29-A	AMANDA J MONFILS		\$255.00	\$300.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REPLACE ELECTRICAL WORK IN BEDROOM, ENTRYWAY AND SCREENED PORCH UPGRADED TO INTERIOR REMODEL 2/10/21						
102965	1653 EDISON ST..21-7035	OSWALDO & REBECCA L MARQUEZ		\$218.84	\$20,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House]						
103260	2044 OAKDALE AV..21-1894-1	SMART INVESTING LLC		\$277.00	\$10,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] Interior Remodel						
103365	3421 INDIGO BLUFF DR..21-8252	BALLEINE CHARLES E & BONNIE A TRUST		\$327.00	\$20,200.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House]						
103369	1194 THORNDAL ST..1-2155	BERGEN V & JAMES R PETERSON		\$255.00	\$25,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] FINISH BASEMENT						
103374	1099 SHADOW LN..1-2706	MARQ INVESTMENTS LLC		\$303.67	\$70,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House]						
103378	850 ERNST DR..6-163	WENDY M TOWNSEND		\$163.00	\$86,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House]						
103379	815 S JEFFERSON ST..16-48	TWO CHICKS BUYING HOMES LLC		\$75.00	\$3,500.00	Closed
[2-434 - Residential - Alteration - 1 -2 Family House] repair of joists						
103384	1630 EASTMAN AV..19-445	ADRIANA & VICTOR M PATINO		\$50.00	\$33,315.50	Closed
[2-434 - Residential - Alteration - 1 -2 Family House] Foundation Repair						

103389	1170 RALEIGH ST..1-2469	DOUBLE VISION INVESTMENTS LLC	\$273.00	\$15,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] Full Remodel					
103455	526 STEVEN ST..6-2479	TRISHA J WILSON	\$150.00	\$10,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] Kitchen Remodel					
103508	890 HUBBARD ST..5-552	MARIA WOJCIK JACQUES	\$205.00	\$40,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] INTERIOR REMODEL					
103695	558 PINEHURST AV..21-820-R-38	ERIC C & EMILY A GENRICH	\$205.00	\$32,500.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] BEDROOM/BATH REMODEL					
103696	1163 PERROT ST..20-611	CASTLE REAL ESTATE INVESTMENTS LLC	\$255.00	\$1.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] remodel					
103703	1235 BENJAMIN CT..21-6242	MICHAEL J & HOLLACE L PATRI	\$155.00	\$2,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] Finish Portion Basement					
103707	2066 BUCKTHORN TR..6H-4432	SUSAN M JOHNSON TRUST	\$291.45	\$31,200.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] BASEMENT FINISH					
103730	1824 HAROLD ST..21-2173-2-1	BROYER PROPERTIES LLC	\$386.25	\$25,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] FULL REMODEL					
103757	1164 HICKORY HILL DR..2-1329	JASON A PALZEWICZ, ETAL	\$205.00	\$14,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House]					
103764	1636 DOUSMAN ST..6-233-C	TIMOTHY P & SANDRA M MERTENS	\$150.00	\$15,720.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] Remove old tub and vanity and build new vanity and walk in shower					
103777	3570 FINGER RD..21-197-2	MAXWELL J DEJARDIN, ETAL	\$225.00	\$30,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] KITCHEN ,DINING, AND PANTRY					
103192	438 KRISTY LEE CT..21-8200	CLAUDETTE M & JAMES R SCHABOW	\$100.00	\$1.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK					
103773	3328 DAVIES AV..22-1649	DAVID R & RACHELLE E LUCERO	\$100.00	\$24,145.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] New Deck - 12'x14' with (3) 50/50 diamond piers. Grade is 17", KDAT southern pine frame (2x10, 16" on center). Includes 4 stairs (2off either side), and code compliant railing.					
103348	2363-2365 BASTEN ST..21-1714-E-15	TIMOTHY J & THOMAS G AMBROSIOUS	\$50.00	\$1,750.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] Expand Both Driveways					
103373	2151 WOODCREST DR..6H-3262	KEITH F KRAMER	\$50.00	\$6,497.00	Pending
[11-1 - Fence (Residential)] 6' tall Wood Privacy Fence					
103383	1010 NEVILLE AV..18-259	DAVID P MONDLOCH, ETAL	\$50.00	\$9,035.00	Pending
[11-1 - Fence (Residential)] 6' Vinyl Fence					
103759	2564 EDGEWOOD LN..21-3826	BAYE THOMAS J & YVONNE J REVOCABLE TRUST	\$50.00	\$4,650.00	Pending
[11-1 - Fence (Residential)] 5' Metal Fence/ NO EC REQUIRED DRIVE IN POSTS					
103778	1156 14th AV..1-1459	SHARON A & JOHN W HUPKE	\$50.00	\$25,495.00	Pending
[11-1 - Foundation Repair (Residential)] Interior water control system, 66" Excavation, wall straightening and wall bracing.					

103784	2955 JAUQUET DR..21-3162	TYLER D NINNEMAN REVOCABLE TRUST	\$50.00	\$4,000.00	Pending
[11-1 - Fence (Residential)] new fence on the Northwest part of the property					
100641	1609 MAIN ST..21-2009	MCDONALDS CORP	\$1,450.76	\$600,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] Alteration to existing restaurant					
101384	115 N ADAMS ST..12-117	GREEN GENES REAL ESTATE LLC	\$2,105.91	\$1,068,918.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] M to A LANDMARKS COMMISSION OK SEE FILE					
102680	846 LIME KILN RD..21-1351	BARLEYS REAL ESTATE HOLDINGS LLC	\$120.00	\$5,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] OUTDOOR PATIO					
102688	2740 W MASON ST..6H-1752	NORTHEAST WISCONSIN TECHNICAL COLLEGE	\$360.00	\$63,950.00	Pending
[31-437 - Commercial - Addition - Non-Residence, Non-housekeeping] VESTIBULE AND DOORS					
103284	1601 SHAWANO AV..6-251-A	PARKCHESTER PROPERTIES LLC	\$1,662.19	\$548,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] Demo only right now until plumbing is approved.					
103285	111 N WASHINGTON ST..12-24	NICOLET JOINT VENTURES LLC	\$7,898.66	\$1,536,996.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]					
103336	1400 LOMBARDI AV..6-310-1	LOMBARDI CENTER LLC	\$1,240.76	\$50,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] FED EX REMODEL					
103525	2545 W MASON ST..6H-1112-1	ROTHE ENTERPRISES LLC	\$448.90	\$50,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] Expansion of showroom wall into back part of building					
103651	1601 WESTERN AV..6-119	DENNIS V WISKOW	\$140.00	\$5,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] DEMO ONLY					
103720	1330 LIME KILN RD..23-244	JBS GREEN BAY INC	\$680.00	\$23,680.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]					
103748	2350 E MASON ST..21-126-7	GBES OWNER I LLC	\$280.00	\$100,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]					
103755	2845 GREENBRIER RD..21-161-2	BAYCARE AURORA LLC	\$776.99	\$434,279.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] NEW CT ROOM					
103767	1617 MAIN ST..21-2006	JAUQUET RENTALS LLC	\$440.00	\$10,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] Double fee - started without permit.					
103752	501 EASTMAN AV..20-123	PROCTER & GAMBLE PAPER PRODUCTS CO	\$300.00	\$210,000.00	Pending
[34-1 - Fire Protection Sprinkler (Commercial)]					
103768	433 MAIN ST..11-117	ASSOCIATED BANK NATIONAL ASSOCIATION	\$70.00	\$18,500.00	Pending
[34-1 - Cell Tower - Alteration to Existing (Commercial)]					
103266	313 LAU ST..21-2348	LIAT KRUSH	\$50.00	\$1,300.00	Closed
[40-1 - Electrical Service - Change (Residential)] Remove rusted and corroded 100 amp breaker panel and install new 100 amp main breaker panel.					
103388	408 MARYHILL DR..3-811-B	DEBORAH A KALISHEK	\$50.00	\$1,000.00	Pending
[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE					
103393	1506 NELSON ST..6-1145	KEVIN J & GLORIA L SRENASKI	\$50.00	\$500.00	Pending

[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] HOUSE FIRE - POWER HAS BEEN DE-ENERGIZED BY UTILITY. REMOVED BRANCH WIRES FROM BREAKERS, INSTALLED TEMP RECEPS AT PANEL, WIRED FURNACE. UNDERGROUND SERVICE UNAFFECTED - NEED SERVICE ENERGIZED.

103394	815 S JEFFERSON ST..16-48	TWO CHICKS BUYING HOMES LLC	\$205.00	\$13,500.00	Pending
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[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] Making one bathrom into two.

103510	1417 DAY ST..7-641	LUKE M NEWTON	\$50.00	\$2,800.00	Pending
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[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] COMPLETE PANEL REPLACEMENT & GROUND ROD INSTALL

103681	602 BOND ST..5-1019	FOR RENT GB LLC	\$50.00	\$500.00	Closed
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[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] REROUTE SERVICE ENTRANCE CONDUIT FOR SOFIT REPLACEMENT

103685	1211 E WALNUT ST..14-206	ERIC D & RYAN T KOSMOSKI	\$70.00	\$9,000.00	Pending
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[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] ALL FUSE PANELS NEED TO BE REPLACED - 5-FAMILY DWELLING
POTENTIAL SERVICE UPGRADE PER SITE SURVEY DISCUSSION

103688	1242 LORE LN..3-808-1-B	DILLON TYCZ, ETAL	\$50.00	\$275.00	Closed
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[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] REMOVING AND CLEANING CORROSION ON INCOMING COPPER ELECTRICAL SERVICE CONDUCTORS. CLEAN TERMINATION LUGS. APPLYING ANTIOXICANT ELECTRICAL GREASE. ADDING EQUIPMENT GROUND BAR TO ELIMATE MULTI-TAPPED CONDUCTORS AND LUGS.

103691	3018 GREENVIEW DR..21-1111-D-199	DONNA M DEPREY	\$50.00	\$1,500.00	Closed
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[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE

103700	200 HUDSON ST..3-1007-A	EUGENE P PERUZZI	\$50.00	\$548.00	Closed
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[40-1 - Electrical Service - Repair (Residential)] REPAIR ELECTRICAL SERVICE DUE TO CAR ACCIDENT

103701	1743 BRIQUELET ST..6-1480	HAROLD E LOGAN	\$50.00	\$1,800.00	Closed
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[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE - TO 100 AMP OVERHEAD

103706	844 15th AV..2-16	SONDRA G & DEAN P VANLAANEN	\$50.00	\$2,000.00	Pending
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[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] REPAIR ELECTRICAL VIOLATIONS

103713	811 S IRWIN AV..17-493	REDEFINED LIVING LLC	\$50.00	\$2,500.00	Pending
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[40-1 - Electrical Service - Repair (Residential)] SERVICE CHANGE 60 TO 100 AMP, INSTALL FAN RATED BOXES, NEW RANGE RECEP, NEW RECEPS IN BASEMENT, 2 NEW RECEPS IN KITCHEN.

103715	1265 LOMBARDI AV..1-1841-A	GREEN BAY CITY OF LAMBEAU FIELD	\$900.00	\$751,450.00	Pending
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[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] REPLACE LIGHTING CONTROLS SPECIFICALLY GE RELAY PANELS ALONG WITH ALL THE DIMMING SYSTEMS. (82 UNITS) WORK ON GETTING THE UL LISTING AT THIS TIME.

103716	1609 SHAWANO AV..6-251-A-1	ARC CAFEUSA001 LLC	\$70.00	\$3,000.00	Pending
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[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] INSTALL NEW LED EXTERIOR LIGHTS

103721	3117 TOBERMORY DR..21-5385	SANDRA M WADE	\$50.00	\$1,500.00	Pending
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[40-1 - Electrical Service - Change (Residential)] PANEL REPLACEMENT

103724	1520 MAIN ST..8-22	JAVIER GOMEZ	\$70.00	\$4,000.00	Pending
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[40-1 - Electrical Service - Change (Commercial)] SERVICE UPGRADE TO 400 A SINGLE PHASE

103727	830 OREGON ST..4-8	KENNETH MCCOY	\$50.00	\$200.00	Closed
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[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] POWER FURNACE RELOCATED TO BASEMENT

103744	125 S MAPLE AV..3-333	JULIO A & ANNA M & BRANDON D RIGGSBEE	\$50.00	\$2,200.00	Pending
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[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE - PROVIDE AND INSTALL 32 CIRCUIT , 100 AMP BREAKER PANEL IN EXISTING LOCATION

103745	1325-1327 ELIZA ST..17-534	RICHARD W BOELTER	\$50.00	\$1,500.00	Pending
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[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] MAKING CODE CORRECTIONS AND BATHROOM WIRING @ 1325 ELIZA

103746	1655 RANCLAND DR..6-936	DAVID D DAVIS	\$50.00	\$1,700.00	Pending
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[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE 100 AMP TO 100 AMP

103760	180 MUSEUM PL..4-181	GREEN BAY REDEVELOPMENT AUTHORITY	\$0.00	\$19,000.00	Pending
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[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] ADDING NEW LIFT STATION & CONTROLS

103771	1445 BYLSBY AV..6-32-A-1	GLCC PROPERTIES LLC	\$70.00	\$1,100.00	Pending
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[40-1 - Electrical Service - Repair (Commercial)] BROWN CO SHED PANEL REPAIR
ADDRESS CHANGED FROM 1450 TO 1445 BYLSBY AVE

103772	1606 MAIN ST..21-1993	RUBEN MOSQUEDA	\$70.00	\$6,200.00	Pending
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[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] Install wiring for new freezer. Install wiring for new taco making equipment.

103785	2404 VAN BEEK RD..21-3532	DENISE M & STEVEN R BURKEL	\$50.00	\$1,500.00	Pending
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[40-1 - Electrical Service - Change (Residential)] REPLACE EXISTING 200 AMP PANEL WITH NEW 200 40SPC

103043	730 S JACKSON ST..14-566	STEPHEN J ZEI	\$50.00	\$3,500.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE

103065	1031 N CLAY ST..7-336-A	DAVID J FALTYSKI	\$50.00	\$3,200.00	Closed
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[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE

103073	615 S NORWOOD AV..2-393	TINA M & CRAIG M HARVEY	\$50.00	\$3,000.00	Closed
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[50-1 - Heating and Air Conditioning Units (Residential)] AIR CONDITIONER

103135	138 OAK GROVE AV..21-2392	ALYSSA N WRIGHT	\$50.00	\$1,500.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE

103216	811 NICOLET AV..2-714	DEREK MUENSTER	\$50.00	\$3,200.00	Closed
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[50-1 - Heating Unit Only (Residential)] FURNACE

103264	1007 RED FOX DR..6H-4369	RYAN T & HEATHER M LOOCK	\$50.00	\$4,250.00	Pending
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[50-1 - Heating Unit Only (Residential)] FURNACE

103319	128 S BAIRD ST..14-1392	JT PROPERTY GREEN BAY LLC	\$50.00	\$1,200.00	Pending
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[50-1 - Repair/Alter Existing HVAC System (Residential)] REPLACE HEAT DUCTS AND LINE CHIMNEY

103375	1012 LIME KILN RD..21-1355-6	SHAKAL CHARLES L & BARBARA L REVOC LIVING TRUST	\$70.00	\$9,983.00	Closed
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[50-1 - Heating Unit Only (Commercial)] COMM BOILER

103380	1014 KLAUS ST..20-156	THEODORE S PAPPAS	\$50.00	\$3,940.00	Closed
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[50-1 - Heating Unit Only (Residential)] FURNACE

103385	1221 HARVEY ST..7-105	ANDREW A & TINA M DEMERRITT	\$50.00	\$3,000.00	Closed
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[50-1 - Heating Unit Only (Residential)] FURNACE

103390	157 FRANCIS AV..4-50	HANK L CARLSON	\$50.00	\$3,200.00	Pending
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[50-1 - Heating Unit Only (Residential)] FURNACE

103391	1453 ELIZA ST..17-714	PETER C & JILL M WORLEY	\$50.00	\$3,550.00	Closed
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[50-1 - Heating Unit Only (Residential)] FURNACE

103395	1170 GRIGNON ST..17-201-A	BENJAMIN R & SARAH E T VANDERZANDEN	\$50.00	\$3,800.00	Closed
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[50-1 - Heating Unit Only (Residential)] FURNACE

103451	2110 IRONWOOD DR..6H-3670	CHERYL L LASKOWSKI	\$50.00	\$3,000.00	Pending
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[50-1 - Heating Unit Only (Residential)] FURNACE

103478	479 MENLO PARK RD..21-3844 [50-1 - Heating Unit Only (Residential)] FURNACE	SOMKHOUAN & VIENGSAWAY THONEMANY	\$50.00	\$4,792.00	Pending
103509	1160 ST. AGNES DR..6-1028 [50-1 - Heating Unit Only (Residential)] FURNACE	VICTORIA M & MELVIN W KNUTH	\$50.00	\$6,200.00	Closed
103511	115 OAK ST..3-891 [50-1 - Heating Unit Only (Residential)] FURNACE	LUIS MUNIZ RODRIGUEZ, ETAL	\$50.00	\$2,169.00	Closed
103512	1221 REBER ST..20-44-38 [50-1 - Heating Unit Only (Residential)] FURNACE	ROGER PEKAREK	\$50.00	\$2,547.00	Pending
103541	2149 LAKESIDE PL..21-929 [50-1 - Heating Unit Only (Residential)] BOILER	JAMES G KELLERMANN, ETAL	\$50.00	\$10,422.00	Closed
103544	374 MOON VALLEY DR..21-5016 [50-1 - Heating Unit Only (Residential)] FURNACE	JAMES M CARLSON	\$50.00	\$4,374.00	Pending
103590	1422 LAWE ST..17-734 [50-1 - Repair/Alter Existing HVAC System (Commercial)]	GREEN BAY CITY OF	\$0.00	\$3,000.00	Pending
103591	712 S MAPLE AV..2-231 [50-1 - Heating Unit Only (Residential)] BOILER	KYLE ROOT	\$50.00	\$4,987.00	Pending
103621	223 S LOCUST ST..6-1430 [50-1 - Heating Unit Only (Residential)] FURNACE	DALE L JONES	\$50.00	\$1,800.00	Pending
103623	1105 WENTWORTH ST..6-2093 [50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER	MARK S POLAZZO	\$50.00	\$7,500.00	Closed
103626	3010 BETH DR..21-6383 [50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER	MARK J & JILL E FRIBERG	\$50.00	\$8,350.00	Pending
103628	2728 SHERRY LN..21-3411 [50-1 - Heating Unit Only (Residential)] FURNACE	DONALD C & ROBIN D GALLANT, ETAL	\$50.00	\$3,750.00	Pending
103689	2802-2804 CORMIER RD..6H-3476 [50-1 - Heating Unit Only (Residential)] FURNACE	TRACY P PAULSON	\$50.00	\$4,900.00	Pending
103690	1506 GROSS AV..1-1405-C-2 [50-1 - Heating Unit Only (Residential)] FURNACE	CLAUDIA B CHAVEZ	\$50.00	\$4,650.00	Pending
103692	630 E WALNUT ST..11-239 [50-1 - Heating and Air Conditioning Units (Commercial)] COMMERCIAL FURNACE AND AIR CONDITONER	WALNUT STREET LLC	\$140.00	\$9,000.00	Pending
103693	1450 BYLSBY AV..6-35-3 [50-1 - Heating Unit Only (Commercial)] COMMERCIAL SPACE HEATER	GLCC PROPERTIES LLC	\$70.00	\$3,900.00	Closed
103694	1125 MARQUETTE AV..1-1497 [50-1 - Heating Unit Only (Residential)] FURNACE	BERNARD L & KEVIN J SCHWARTZ	\$50.00	\$4,000.00	Pending
103711	830 OREGON ST..4-8 [50-1 - Heating Unit Only (Residential)] FURNACE	KENNETH MCCOY	\$50.00	\$3,675.00	Closed
103714	1340 KLAUS ST..21-1615	LUCKY DOG INVESTMENTS LLC	\$70.00	\$1,710.00	Pending

[50-1 - Heating Unit Only (Commercial)] FURNACE APT 4

103717	528 N BAIRD ST..8-120	DAN & TAMMY MCALLISTER	\$50.00	\$4,050.00	Pending
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[50-1 - Heating Unit Only (Residential)] FURNACE 40K BTU

103718	2687 TERESA DR..21-7203	COURTNEY M & DANIEL J KUEHN	\$50.00	\$3,950.00	Pending
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[50-1 - Heating Unit Only (Residential)] FURNACE 80K BTU

103719	1722 14th AV..1-1325-B-1	SHAWNA L & DONALD J THOMAS	\$50.00	\$3,050.00	Closed
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[50-1 - Heating Unit Only (Residential)] FURNACE

103722	2774 CANDLE CT..6H-2267	STEPHANIE BOWERS, ETAL	\$50.00	\$7,000.00	Closed
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[50-1 - Heating Unit Only (Residential)] BOILER

103723	1442 SHANNON ST..6-1157	JUDITH M BREITENFELDT	\$50.00	\$11,300.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

103731	540 WINGATE ST..21-7054	NUNO F GOMES REVOCABLE TRUST	\$50.00	\$5,232.00	Pending
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[50-1 - Heating Unit Only (Residential)] FURNACE

103732	1655 RANCLAND DR..6-936	DAVID D DAVIS	\$50.00	\$4,495.00	Pending
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[50-1 - Heating Unit Only (Residential)] BOILER

103733	487 SUPERIOR RD..21-3131	TERI S DEGRAND	\$50.00	\$4,150.00	Pending
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[50-1 - Heating Unit Only (Residential)] FURNACE

103734	1460 KELLOGG ST..6-1863	RICHARD M & KAREN L BODOH	\$50.00	\$4,950.00	Pending
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[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

103735	1217 GROSS AV..1-131	CARL J HUJET	\$50.00	\$4,100.00	Pending
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[50-1 - Heating Unit Only (Residential)] FURNACE

103736	1590 EDISON ST..8-644	WILLIAM R BOS	\$50.00	\$4,100.00	Pending
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[50-1 - Heating Unit Only (Residential)] FURNACE

103737	1428 PILGRIM ST..1-396-1	WILVER B & JUANITA H VELIZ	\$50.00	\$7,000.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

103738	1614 HAROLD ST..19-471	SAM E LEMKE	\$50.00	\$50.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

103739	1212 MARINE ST..16-85	ACD ENTERPRISES LLC	\$70.00	\$3,900.00	Pending
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[50-1 - Heating Unit Only (Commercial)] FURNACE

103740	2934 SHELTER CREEK CT..6H-4278	TONI M & IAN F WILSON	\$50.00	\$2,100.00	Closed
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[50-1 - Heating Unit Only (Residential)] SPACE HEATER

103747	1717 JUNIPER DR..21-1110-M-134	BARBARA J CONTOIS	\$50.00	\$3,900.00	Pending
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[50-1 - Heating Unit Only (Residential)] FURNACE

103749	737 S BAIRD ST..17-782	TAMMY S & STEVEN J STEITZER	\$50.00	\$2,331.00	Pending
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[50-1 - Heating Unit Only (Residential)] FURNACE

103753	1337 VANDERBRAAK ST..21-1682	PAIGE ANDERSON	\$50.00	\$1,025.00	Pending
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[50-1 - Heating Unit Only (Residential)] FURNACE - per complaint #115668

103754	528 HARTUNG ST..8-503-A [50-1 - Heating Unit Only (Residential)] FURNACE	GROUNDNE PROPERTY GROUP LLC	\$50.00	\$3,400.00	Pending
103780	1351 CEDAR ST..8-332 [50-1 - Heating Unit Only (Commercial)] BOILER	ARNOLD J PENDERGAST	\$70.00	\$5,700.00	Pending
103781	507 S HURON RD..21-42-1 [50-1 - Heating Unit Only (Residential)] FURNACE	LAUREL E PHOENIX	\$50.00	\$2,969.70	Pending
103782	2661 WILDFLOWER ROW..21-6920 [50-1 - Heating Unit Only (Residential)] FURNACE	RANDALL L HOFFMANN	\$50.00	\$3,944.92	Pending
103783	633 E WALNUT ST..11-234 [50-1 - Heating Unit Only (Commercial)] COMMERCIAL FURNACE	THOMAS G PECOR	\$70.00	\$3,325.00	Pending
103789	1253 SAN JOSE PL..3-1280 [50-1 - Heating Unit Only (Residential)] FURNACE	DONALD G & CATHERINE M CARLSON	\$50.00	\$5,570.00	Pending
103790	1235 LOCH DR..6-611 [50-1 - Heating Unit Only (Residential)] FURNACE	JOHN P & JEAN M GALLAGHER	\$50.00	\$7,045.00	Pending
103791	2425 IRONWOOD DR..6H-1503-6 [50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER	SECKER PAUL D & CONSTANCE A LIVING TRUST	\$50.00	\$7,045.00	Pending
103359	408 MARYHILL DR..3-811-B [60-1 - Repair/Alter Existing Plumbing System (Residential)] REPLACE CAST IRON PIPING & BRING REST OF PVC DRAINS UP TO CODE	DEBORAH A KALISHEK	\$30.00	\$1,200.00	Closed
103366	1025 CROOKS ST..14-895 [60-1 - Repair/Alter Existing Plumbing System (Residential)] SET BATHROOM FIXTURES AND KITCHEN SINK FOR FINISH COMPLAINT #115846 DOUBLE FEE	REI HOME SOLUTIONS LLC	\$100.00	\$1,500.00	Pending
103382	2019 WINTER CRESS DR..6H-4033 [60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION	TRACY L & WALTER FICK	\$50.00	\$9,700.00	Pending
103386	997 CHRISTIANA ST..3-298 [60-1 - Repair/Alter Existing Plumbing System (Residential)] See drag file for descriptions.	ALEXA SUSANA GOMEZ	\$100.00	\$5,500.00	Closed
103392	1651 MAIN ST..21-2543 [60-1 - Repair/Alter Existing Plumbing System (Commercial)] SEWER REPAIR	CAPITAL CREDIT UNION	\$30.00	\$2,000.00	Pending
103679	1198 HICKORY HILL DR..2-68-B [60-1 - Repair/Alter Existing Plumbing System (Residential)] REPLACE MIXER VALVE	JEROME T BURKE	\$50.00	\$4,662.00	Closed
103686	721 N IRWIN AV..8-200 [60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAD WATER LINE	NEW RESIDENTIAL SOLUTIONS LLC	\$0.00	\$4,295.00	Closed
103687	2484 IRONWOOD DR..6H-1507 [60-1 - Repair/Alter Existing Plumbing System (Residential)] BATHTUB AND SURROUND BEING REPLACED BY A WALKIN SHOWER AND SURROUND, INCLUDING MIXING VALVE AND TRAP.	SUSAN F & STEPHEN L PAGEL	\$50.00	\$10,735.00	Closed
103704	318 N IRWIN AV..14-31-A [60-1 - Repair/Alter Existing Plumbing System (Residential)] REPAIR SANITARY SEWER LATERAL FROM EXISTING MANHOLE TO HOUSE	THOMAS F & ELAINE B DELSART	\$30.00	\$12,000.00	Closed
103708	842 JAMES ST..18-665 [60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION	KENNETH L ELBE	\$50.00	\$12,500.00	Pending

103709	3001 FINGER RD..21-6968	SHERYL A & RONALD J DOLFOSSE	\$50.00	\$12,500.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION					
103710	1217 CHERRY ST..14-111	KERMIT P & GERALDINE D LABONTE	\$50.00	\$12,500.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION					
103725	915 REBER ST..20-96	DANIEL SALASGONZALEZ	\$50.00	\$1,500.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] CONNECT INTERIOR PORTION OF SANITARY SEWER REPLACEMENT, CLEAN OUT AND BACKWATER VALVE					
103741	1425 LA COUNT RD..6H-2910	BRIAN G RISTOW, ETAL	\$50.00	\$1,000.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] REPLACE TUB AND SURROUND. PLUMB TUB AND SHOWER AND REPLACE FIXTURES.					
103750	522 CLEMENT ST..21-1254-A	DENNISONS INVESTMENTS LLC	\$70.00	\$2,000.00	Pending
[60-1 - Sanitary Sewers - Connection/Repair (Commercial)] SEWER CAP					
103751	1350 S MILITARY AV..6-209-E	CB 1350 LLC	\$70.00	\$6,100.00	Pending
[60-1 - Water Heater (Commercial)] WATER HEATER					
103756	1640 SHAWANO AV..6-235	1640 SHAWANO AVENUE LLC	\$30.00	\$13,500.00	Pending
[60-1 - Sanitary Sewers - Connection/Repair (Commercial)] REPLACE SANITARY SEWER LATERAL FROM MANHOLE IN SHAWANO AVE TO MANHOLE UNDER THE DRIVEWAY CANOPY.					
103758	1159 DAY ST..7-218	DWT INVESTMENTS 4 LLC	\$30.00	\$2,000.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] REPAIR SANITARY SEWER CONNECTION					
103766	1139 MAIN ST..9-25	CYRUS DEVELOPMENT SERVICES LLC	\$30.00	\$1,000.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Commercial)] REPAIR TO SERVICE LINE					
103769	1165 LANGLADE AV..1-389	CYNTHIA J FEAY	\$50.00	\$8,400.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION					
103050	405 W WALNUT ST..3-107	HISTORIC WEST LLC	\$94.40	\$950.00	Pending
[70-1 - Signs - Permanent] Proposed Wall Sign					
103230	1228 MAIN ST..8-839	URBAN CONCEPTS LLC	\$142.00	\$300.00	Pending
[70-1 - Signs - Permanent] Installed without a permit = double fee					
103300	3480 E MASON ST ..21-171-2	ERIE ROAD PROPERTIES LLC	\$100.41	\$5,500.00	Pending
[70-1 - Signs - Permanent] Proposed Wall Sign					
103313	1609 MAIN ST..21-2009	MCDONALDS CORP	\$158.25	\$25,000.00	Pending
[70-1 - Signs - Permanent] Revised wall signs					
103314	1871 SHAWANO AV..6-256	KT REAL ESTATE HOLDINGS LLC	\$86.75	\$25,000.00	Pending
[70-1 - Signs - Permanent] EMC Replacement					
103335	915 LIME KILN RD..21-1359-1-7	MCR RENTALS LLC	\$83.50	\$1,000.00	Pending
[70-1 - Signs - Permanent] Proposed Monument Sign					
103682	3150 GERSHWIN DR..21-256	BROWN COUNTY COMMUNITY TREATMENT CENTER	\$83.17	\$1,400.00	Pending
[70-1 - Signs - Permanent] Building Canopy Sign					
103729	1279 E MASON ST..14-1252	SAHARSKY LIVING TRUST THE	\$150.03	\$11,600.00	Pending
[70-1 - Signs - Permanent] Proposed Wall Signs					
Totals: 161 projects			\$37,766.99	\$8,069,479.12	

Summary of Projects Issued

2/1/2021 to 2/28/2021

Class of Work	Proj	Site	Plan	Bldg	Elec	HVAC	Plbg	EC	Fees Paid	Estimated Cost
1 Residential - New - Single Family House	6	6	12	6	6	6	6	6	\$7,584.10	\$1,502,200.00
2 Residential - Alteration - 1 -2 Family House	20	0	16	20	18	7	17	0	\$4,425.21	\$483,736.50
7 Deck, Porch, Patio, Ramp (Residential)	2	2	2	2	0	0	0	0	\$200.00	\$24,146.00
11 Driveway Replacement and/or Expansion (Residential)	1	0	0	1	0	0	0	0	\$50.00	\$1,750.00
11 Fence (Residential)	4	0	0	4	0	0	0	0	\$200.00	\$24,182.00
11 Foundation Repair (Residential)	1	0	0	1	0	0	0	0	\$50.00	\$25,495.00
31 Commercial - Addition - Non-Residence, Non-housekeeping	1	0	1	1	1	1	0	0	\$360.00	\$63,950.00
31 Commercial - Alteration - Non-Residence, Non-Housekeeping	12	2	14	12	9	9	8	0	\$17,244.17	\$4,431,873.00
34 Cell Tower - Alteration to Existing (Commercial)	1	0	0	1	0	0	0	0	\$70.00	\$18,500.00
34 Fire Protection Sprinkler (Commercial)	1	0	1	1	0	0	0	0	\$300.00	\$210,000.00
40 Electrical Service - Change (Commercial)	1	0	0	0	1	0	0	0	\$70.00	\$4,000.00
40 Electrical Service - Repair (Commercial)	1	0	0	0	1	0	0	0	\$70.00	\$1,100.00
40 Electrical Service - Change (Residential)	8	0	0	0	8	0	0	0	\$400.00	\$12,500.00
40 Electrical Service - Repair (Residential)	2	0	0	0	2	0	0	0	\$100.00	\$3,048.00
40 Electrical Wiring (Misc., Alteration, Repair) (Commercial)	5	0	0	0	5	0	0	0	\$1,110.00	\$788,650.00
40 Electrical Wiring (Misc., Alteration, Repair) (Residential)	8	0	1	1	8	0	1	0	\$555.00	\$21,275.00
50 AC Unit Only (Residential)	1	0	0	0	0	1	0	0	\$50.00	\$4,950.00
50 Heating and Air Conditioning Units (Commercial)	1	0	0	0	0	1	0	0	\$140.00	\$9,000.00
50 Heating and Air Conditioning Units (Residential)	10	0	0	0	0	10	0	0	\$500.00	\$52,445.00
50 Heating Unit Only (Commercial)	6	0	0	0	0	6	0	0	\$420.00	\$28,518.00
50 Heating Unit Only (Residential)	39	0	0	0	0	39	0	0	\$1,950.00	\$158,618.62
50 Repair/Alter Existing HVAC System (Commercial)	1	0	0	0	0	1	0	0	\$0.00	\$3,000.00
50 Repair/Alter Existing HVAC System (Residential)	1	0	0	0	0	1	0	0	\$50.00	\$1,200.00
60 Repair/Alter Existing Plumbing System (Commercial)	2	0	0	0	0	0	2	0	\$60.00	\$3,000.00
60 Repair/Alter Existing Plumbing System (Residential)	14	0	0	0	0	0	14	0	\$740.00	\$95,697.00
60 Sanitary Sewers - Connection/Repair (Commercial)	2	0	0	0	0	0	2	0	\$100.00	\$15,500.00
60 Water Heater (Commercial)	1	0	0	0	0	0	1	0	\$70.00	\$6,100.00
60 Water Service - Connection/Repair (Residential)	1	0	0	0	0	0	1	0	\$0.00	\$4,295.00
70 Signs - Permanent	8	8	0	8	0	0	0	0	\$898.51	\$70,750.00
Totals:	161	18	47	58	59	82	52	6	\$37,766.99	\$8,069,479.12



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name Brown		County Code Number 05		Report for Month/Year February 2021	
Municipal Name Green Bay Municipal Court		Municipal Code Number 231		Telephone Number 920-448-3131	
I. MUNICIPAL COURT OFFICIAL	Total Amount Collected	Share to be retained by Municipality	Share to be sent to County	Share to be sent to State	
1. Forfeitures for Municipal Ordinance Violations (Except for Municipal Ordinances in Conformity with Ch 348, Stats.)	\$ 46,337.84	\$ 46,337.84			
Adjustment (if applicable)	\$.00	\$.00			
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	\$ 20,389.13	\$ 17,738.66		\$ 2,650.47	
Adjustment (if applicable)	\$.00	\$.00		\$.00	
3. Penalty Surcharges (s. 757.05, Stats.)	\$ 11,430.23			\$ 11,430.23	
Adjustment (if applicable)	\$.00			\$.00	
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	\$ 5,121.61		\$ 5,121.61		
Adjustment (if applicable)	\$.00		\$.00		
5. Driver Improvement Surcharges (s. 346.655, Stats.)	\$ 8,091.21		\$ 4,001.96	\$ 4,089.25	
Adjustment (if applicable)	\$.00		\$.00	\$.00	
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)	\$ 6,656.78			\$ 6,656.78	
Adjustment (if applicable)	\$.00			\$.00	
7. Domestic Abuse Surcharges (s. 973.055(2)(b), Stats.)	\$.00			\$.00	
Adjustment (if applicable)	\$.00			\$.00	
8. Truck Weight Restrictions (Municipal Ordinances in Conformity with Ch. 348, Stats., s. 66.12(3)(c))	\$.00	\$.00		\$.00	
Adjustment (if applicable)	\$.00	\$.00		\$.00	
9. Ignition Interlock Device Surcharge (s. 343.301(5), Stats.)	\$ 900.00		\$ 900.00		
Adjustment (if applicable)	\$.00		\$.00		
10. GPS Tracking Surcharge (for violations of ordinances conforming to s. 813.12 or s. 813.125, Stats.)	\$.00			\$.00	
Adjustment (if applicable)	\$.00			\$.00	
11. Safe Ride Program (s. 85.55, Stats.)	\$ 900.00			\$ 900.00	
Adjustment (if applicable)	\$.00			\$.00	
12. Totals	\$ 99,826.80	\$ 64,076.50	\$ 10,023.57	Pay This Amount \$ 25,726.73	



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

I hereby certify that this report reflects all actions requiring forfeitures, court costs and surcharges collected during the month designated.

Name: NEEL BASTEN Signature: *Neel Basten* Date: 3-1-21

III. TREASURER'S CERTIFICATION

I hereby certify that the above amount due the state has been received. After so certifying, a copy of this report will be returned to the signer of this report as a receipt, and the stated amount will be remitted to the Department of Administration with this report.

Treasurer: *Pat R. Manley* Date: 3-2-21

In the event the Department of Administration has questions about this report and payment, who should we contact?

Name:	Telephone #	Email Address
<u>Neil Basten</u>	<u>920-448-3131</u>	<u>neilba@greenbaywi.gov</u>

**Resolution Expressing Full Confidence
in the Administration of Green Bay's
August and November 2020 Elections**

March 16, 2021

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, in 2020, Green Bay faced pandemic conditions for the first time in 100 years, forcing City staff and the Common Council to reconsider all election processes and procedures and, for the health and safety of our citizens, adapt to federal and state health guidelines; and

WHEREAS, all of Green Bay's 2020 elections were administered by the City Clerk's office according to Wisconsin statutes; and

WHEREAS, the Clerk's staff has attested to having properly maintained control of all election facilities, technology, and ballots; and

WHEREAS, the Common Council, in May of 2020, formed the Ad Hoc Committee on Elections ("Committee") for the purpose of ensuring safe, fair, and legitimate elections during the pandemic; and

WHEREAS, then-Clerk Kris Teske was a member in good standing of the Committee, and attended meetings thereof; and

WHEREAS, the Committee, working with the Clerk's office, approved the purchase of voting technology, PPE for poll workers, funding for communication campaigns for early in-person absentee voting and absentee voting, and ballot drop boxes; and

WHEREAS, in June of 2020, the Clerk's staff, along with the clerk's staffs of Racine, Milwaukee, Madison, and Kenosha, prepared a template for a safe and fair election; and

WHEREAS, on July 21, 2020, this Council unanimously approved the "Wisconsin Safe Voting Plan" and acceptance of a grant from the Center for Tech and Civic Life (CTCL) in the amount of \$1.093 million; and

WHEREAS, on September 24, 2020, this Council unanimously approved acceptance of an additional grant from CTCL in the amount of \$522,200; and

WHEREAS, the Center for Tech and Civic Life stated that its funds "must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in the City of Green Bay in accordance with the Wisconsin Safe Voting Plan 2020"; and

WHEREAS, the Committee ensured that expenditures of CTCL grant funds were consistent with requirements from the Wisconsin Elections Commission as well as with CTCL's statement; and

WHEREAS, such expenditures of CTCL grant funds were also approved by this Council, paid per standard and customary City procedures by appropriate City staff, and have been made public; and

WHEREAS, City staff participated in security planning for the November election with the Green Bay Police Department, which included training related to securing polling locations and security training for poll workers; and

WHEREAS, allegations have been made, publicly calling into question the propriety of election administration in Green Bay following acceptance of the CTCL grant;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Green Bay proudly asserts that the August and November 2020 elections administered by the City of Green Bay were properly executed in an accurate, safe, and secure manner, and hereby rejects allegations to the contrary.

Adopted _____

Approved _____

Mayor

Clerk



Common Council
of the City of Green Bay

**RESOLUTION
REGARDING AN ALLOCATION AMENDMENT FOR
TAX INCREMENT DISTRICT NUMBER SEVEN (7),
ASHLAND AVENUE AND LOMBARDI AVENUE CORRIDORS (“TID 7”)**

March 16, 2021

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay (“City”) created Tax Increment District Number Seven (7), Ashland Avenue and Lombardi Avenue Corridors (“TID 7”), on January 15, 2002; and

WHEREAS, the Common Council of the City designated the Redevelopment Authority of the City of Green Bay (“RDA”) to perform all acts necessary to adopt an Allocation Amendment Resolution and amend the Project Plan for TID 7 on Monday, June 29, 2020; and

WHEREAS, the RDA proposed allocating excess incremental property taxes from TID 7 Ashland Avenue and Lombardi Avenue Corridors to Tax Increment District Number Twenty-Three (23) Legends District (“TID 23”) for purposes of blight elimination and public infrastructure costs; and

WHEREAS, the boundaries of TID 7 are not changing with the proposed amendment; and

WHEREAS, on Monday, March 8, 2021, the Joint Review Board (“JRB”) of the City of Green Bay convened to elect a Chair, select a public member to the Board, and discuss the proposed Allocation Amendment Resolution and amended Project Plan; and

WHEREAS, Green Bay Redevelopment Authority (“RDA”) met on Tuesday, March 9, 2021 to discuss the proposed Allocation Amendment Resolution and amended Project Plan, and

WHEREAS, the RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:

1. On Friday, February 25, 2021, mailed, by both electronic means and first-class mail, the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
2. On Tuesday, March 2, 2021, published a notice of said public hearing in the Green Bay Press-Gazette; and
3. On Tuesday, March 2, 2021, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and
4. On Tuesday, March 9, 2021, at 1:30 p.m., virtually through Zoom, held a public hearing on the proposed amendments to TID 7, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and

WHEREAS, the Original Project Plan document plus the Amended Project Plan addendum meets all the requirements of Wis. Stats. §66.1105, to wit:

1. An economic feasibility study; and
2. A detailed list of estimated project costs; and
3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
4. A map showing existing uses and conditions of real property within TID 7; and

5. A map showing proposed improvements and uses in TID 7; and
6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 7 will not exceed thirty-five percent (35%); and
7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
8. A list of estimated non-project costs; and
9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
10. A statement indicating how creation of TID 7 promotes the orderly development of the City; and
11. An opinion of the City Attorney that the Amended Project Plan is complete and complies with Wis. Stats. §66.1105; and

WHEREAS, the RDA made the following findings as required by Wis. Stats. §66.1105, to wit:

1. The Amended Project Plan demonstrates that TID 7 has accumulated aggregate incremental property taxes greater than the amount of total project costs; and
2. In accordance with Wis. Stats. §66.1105(6)(f)3, that TID 7 has satisfied all of its current year debt service and project cost obligations; and
3. Implementation of some projects identified in TID 7 have been delayed due to economic conditions related to the COVID-19 pandemic, and funding such projects out of TID 7 would require the delay of closing of TID 7; and
4. The mandatory termination date for TID 7 is January 15, 2029; and
5. The mandatory termination date for TID 23 is September 17, 2046; and
6. Wis. Stats. §66.1105 permits the City to donate surplus funds from TID 7 to TID 23 as a blighted or rehabilitation TID; and
7. That “but for” the adoption of an Allocation Amendment, the development projected to occur in both TID 7 and TID 23, as detailed in the *City Comprehensive Plan*, would not occur in the manner desired by the City and RDA; and
8. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in both TID 7 and TID 23; and
9. The economic benefits of both TID 7 and TID 23, as measured by increased property value, employment, and income,
 - 9.1. Are greater than the cost of the improvements identified in the respective Project Plans; and
 - 9.2. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
10. The TID 7 and TID 23 Project Plans are feasible and in conformity with the *City Comprehensive Plan*.

WHEREAS, after review and consideration of these findings at its meeting on March 9 2021, the RDA approved the allocation amendment and amended project plan for TID 7; and

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Green Bay approves the amendment of the Non-Project Costs section of the TID 7 Project Plan to include an allocation, in an amount not to exceed eight hundred and fifty thousand dollars (\$850,000.00), to TID 23, for the purposes of blight elimination and public infrastructure costs related to the implementation of Section 4.9.1 Design Standards: Sidewalks, Streetscapes and Intersections of the Legends District Master Plan, which is consistent with the purpose for which TID 23 was created, and further approves the transfer of such funds as specified herein.

Adopted _____

Approved _____

**COMMON COUNCIL OF THE
CITY OF GREEN BAY**

By: _____
Eric Genrich, Mayor

Attest: _____
Celestine Jeffreys, City Clerk



Common Council
of the City of Green Bay

**RESOLUTION
REGARDING AN AFFORDABLE HOUSING EXTENSION FOR
TAX INCREMENT DISTRICT NUMBER SEVEN (7),
ASHLAND AVENUE AND LOMBARDI AVENUE CORRIDORS ("TID 7")**

March 16, 2021

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay ("City") created Tax Increment District Number Seven (7) ("TID 7") on August 20, 2002; and

WHEREAS, prior to March 9, 2021 TID 7 has accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs, and in accordance with Wis. Stats. §66.1105, shall be required to close; and

WHEREAS, Wis. Stats. §66.1105(6)(g) permits the City to extend the life of a TID that is required to close for one (1) additional year, so long as all incremental property taxes from such additional year are used to improve housing stock within the City; and

WHEREAS, no less than seventy-five percent (75%) of said incremental property taxes from such additional year shall be allocated to affordable housing projects, with affordable being defined as housing that costs no more than thirty percent (30%) of the gross monthly income of a household.

WHEREAS, on March 9, 2021, the Green Bay Redevelopment Authority ("RDA") approved an affordable housing extension for TID 7; and

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Green Bay approves the extension of the life of TID 7 until April 15, 2021, for the purposes of improving housing stock within the City as defined under the provisions of Wis. Stats. §66.1105(6)(g); and the forwarding of this request for an affordable housing extension for TID 7.

BE IT FURTHER RESOLVED that the City shall establish a Tax Increment District Affordable Housing ("TIDAH") (segregated account) Fund, from which such incremental property taxes of tax year 2020, collected in calendar year 2021, shall be placed; and

BE IT FURTHER RESOLVED that such TIDAH Fund will improve housing stock within the City through projects that include, but are not limited to, the construction and/or rehabilitation of larger multi-unit (rental or owner-occupied) projects located outside of a TID; rehabilitation of multi-unit (rental or owner-occupied) structures; the construction and/or rehabilitation of residential space above retail establishments; public-led construction of new (rental or owner-occupied) single or multi-unit structures; and home improvement loans for applicants who are not eligible under federal program regulations; and

BE IT FURTHER RESOLVED that no less than seventy-five percent (75%) of money within the TIDAH Fund shall be allocated to affordable housing projects, with affordable being defined as housing that costs no more than thirty percent (30%) of the gross monthly income of a household.

Adopted _____

Approved _____

**COMMON COUNCIL OF THE
CITY OF GREEN BAY**

By: _____
Eric Genrich, Mayor

Attest: _____
Celestine Jeffreys, City Clerk



Common Council
of the City of Green Bay

**RESOLUTION
REGARDING TERMINATION OF
TAX INCREMENT DISTRICT NUMBER SEVEN (7),
ASHLAND AVENUE AND LOMBARDI AVENUE CORRIDORS ("TID 7")**

March 16, 2021

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay ("City") created Tax Increment District Number Seven (7) ("TID 7") on January 15, 2002; and

WHEREAS, the Common Council of the City designated the Redevelopment Authority of the City of Green Bay ("RDA") to perform all acts necessary to amend the Project Plan for TID 7 on Monday, June 29, 2020; and

WHEREAS, prior to March 9, 2021, TID 7 has accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs, and in accordance with Wis. Stats. §66.1105, shall be required to close; and

WHEREAS, all TID 7 projects were completed in the prescribed allowed time, including an allocation amendment and an affordable housing extension; and

WHEREAS, sufficient increment was collected as of the 2020 tax roll, payable in 2021, to cover TID 7 project costs; and

WHEREAS, on March 9, 2021, the Green Bay Redevelopment Authority ("RDA") approved the termination of TID 7; and

THEREFORE BE IT RESOLVED, that the Common Council of the City of Green Bay approves the termination of TID 7.

Adopted _____

Approved _____

**COMMON COUNCIL OF THE
CITY OF GREEN BAY**

By: _____
Eric Genrich, Mayor

Attest: _____
Celestine Jeffreys, City Clerk



Common Council
of the City of Green Bay

**RESOLUTION
REGARDING AN AFFORDABLE HOUSING EXTENSION FOR
TAX INCREMENT DISTRICT NUMBER EIGHT (8)
HENRY AND MORROW STREETS (“TID 8”)**

March 16, 2021

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay (“City”) created Tax Increment District Number Eight (8) (“TID 8”) on August 20, 2002; and

WHEREAS, prior to March 9, 2021 TID 8 has accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs, and in accordance with Wis. Stats. §66.1105, shall be required to close; and

WHEREAS, Wis. Stats. §66.1105(6)(g) permits the City to extend the life of a TID that is required to close for one (1) additional year, so long as all incremental property taxes from such additional year are used to improve housing stock within the City; and

WHEREAS, no less than seventy-five percent (75%) of said incremental property taxes from such additional year shall be allocated to affordable housing projects, with affordable being defined as housing that costs no more than thirty percent (30%) of the gross monthly income of a household.

WHEREAS, on March 9, 2021, the Green Bay Redevelopment Authority (“RDA”) approved an affordable housing extension for TID 8; and

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Green Bay approves the extension of the life of TID 8 until April 15, 2021, for the purposes of improving housing stock within the City as defined under the provisions of Wis. Stats. §66.1105(6)(g); and the forwarding of this request for an affordable housing extension for TID 8.

BE IT FURTHER RESOLVED that the City shall establish a Tax Increment District Affordable Housing (“TIDAH”) (segregated account) Fund, from which such incremental property taxes of tax year 2020, collected in calendar year 2021, shall be placed; and

BE IT FURTHER RESOLVED that such TIDAH Fund will improve housing stock within the City through projects that include, but are not limited to, the construction and/or rehabilitation of larger multi-unit (rental or owner-occupied) projects located outside of a TID; rehabilitation of multi-unit (rental or owner-occupied) structures; the construction and/or rehabilitation of residential space above retail establishments; public-led construction of new (rental or owner-occupied) single or multi-unit structures; and home improvement loans for applicants who are not eligible under federal program regulations; and

BE IT FURTHER RESOLVED that no less than seventy-five percent (75%) of money within the TIDAH Fund shall be allocated to affordable housing projects, with affordable being defined as housing that costs no more than thirty percent (30%) of the gross monthly income of a household.

Adopted _____

Approved _____

**COMMON COUNCIL OF THE
CITY OF GREEN BAY**

By: _____
Eric Genrich, Mayor

Attest: _____
Celestine Jeffreys, City Clerk



Common Council
of the City of Green Bay

**RESOLUTION
REGARDING TERMINATION OF
TAX INCREMENT DISTRICT NUMBER EIGHT (8)
HENRY AND MORROW STREETS ("TID 8")**

March 16, 2021

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay ("City") created Tax Increment District Number Eight (8) ("TID 8") on August 20, 2002; and

WHEREAS, the Common Council of the City designated the Redevelopment Authority of the City of Green Bay ("RDA") to perform all acts necessary to amend the Project Plan for TID 8 on Monday, June 29, 2020; and

WHEREAS, prior to March 9, 2021, TID 8 has accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs, and in accordance with Wis. Stats. §66.1105, shall be required to close; and

WHEREAS, all TID 8 projects were completed in the prescribed allowed time, including an allocation amendment and an affordable housing extension; and:

WHEREAS, sufficient increment was collected as of the 2020 tax roll, payable in 2021, to cover TID 8 project costs; and

WHEREAS, on March 9, 2021, the Green Bay Redevelopment Authority ("RDA") approved the termination of TID 8; and

THEREFORE BE IT RESOLVED, that the Common Council of the City of Green Bay approves the termination of TID 8.

Adopted _____

Approved _____

**COMMON COUNCIL OF THE
CITY OF GREEN BAY**

By: _____
Eric Genrich, Mayor

Attest: _____
Celestine Jeffreys, City Clerk



Common Council
of the City of Green Bay

**RESOLUTION
REGARDING TERMINATION OF
TAX INCREMENT DISTRICT NUMBER NINE (9)
STATE HIGHWAY 54/57 BUSINESS PARK ("TID 9")**

March 16, 2021

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay ("City") created Tax Increment District Number Nine (9) ("TID 9") on October 7, 2003; and

WHEREAS, the Common Council of the City designated the Redevelopment Authority of the City of Green Bay ("RDA") to perform all acts necessary to amend the Project Plan for TID 9 on Monday, June 29, 2020; and

WHEREAS, all TID 9 projects were completed in the prescribed allowed time; and

WHEREAS, prior to March 9, 2021, TID 9 has not accumulated aggregate incremental property taxes equal to or greater than the amount of total project costs, and in accordance with Wis. Stats. §66.1105, may be closed prior to the end of its prescribed allowed time; and

WHEREAS, insufficient increment was collected to cover TID 9 project costs; and

WHEREAS, any remaining debts at the time of TID closure are transferred to the municipality; and

WHEREAS, on March 9, 2021, the Green Bay Redevelopment Authority ("RDA") approved the termination of TID 9; and

THEREFORE BE IT RESOLVED, that the Common Council of the City of Green Bay approves the termination of TID 9.

Adopted _____

Approved _____

**COMMON COUNCIL OF THE
CITY OF GREEN BAY**

By: _____
Eric Genrich, Mayor

Attest: _____
Celestine Jeffreys, City Clerk



Common Council
of the City of Green Bay

**RESOLUTION
REGARDING AN ALLOCATION AMENDMENT FOR
TAX INCREMENT DISTRICT NUMBER TWENTY-THREE (23),
LEGENDS DISTRICT ("TID 23")**

March 16, 2021

WHEREAS, in accordance with Wis. Stats. §66.1105, the City of Green Bay ("City") created Tax Increment District Number Twenty-Three (23) Legends District ("TID 23"), on September 17, 2019; and

WHEREAS, the Common Council of the City designated the Redevelopment Authority of the City of Green Bay ("RDA") to perform all acts necessary to adopt an Allocation Amendment Resolution and amend the Project Plan for TID 23 on Monday, June 29, 2020; and

WHEREAS, the RDA proposed allocating excess incremental property taxes from TID 7 (Ashland Avenue and Lombardi Avenue Corridors) to Tax Increment District Number 23 (Legends District) for purposes of blight elimination, and public infrastructure; and

WHEREAS, the boundaries of TID 23 are not changing with the proposed amendment; and

WHEREAS, the RDA performed the following acts, in accordance with Wis. Stats. §66.1105, to wit:

1. On Friday, February 25, 2021, mailed, by both electronic means and first-class mail, the chief executive officer of Brown County, the Green Bay Area School District, and Northeast Wisconsin Technical College a copy of the notice of said public hearing; and
2. On Tuesday, March 2, 2021, published a notice of said public hearing in the Green Bay Press-Gazette; and
3. On Tuesday, March 2, 2021, made a hard copy of the Amended Project Plan available for public review in Room 608 of City Hall and posted it on the City website; and
4. On Tuesday, March 9, 2021, at 1:30 p.m., virtually through Zoom, held a public hearing on the proposed amendments to TID 23, in which interested parties were afforded reasonable opportunity to express their views on the Amended Project Plan; and

WHEREAS, the Original Project Plan document plus the Amended Project Plan addendum meets all the requirements of Wis. Stats. §66.1105, to wit:

1. An economic feasibility study; and
2. A detailed list of estimated project costs; and
3. A description of the methods of financing all estimated project costs and the time when such costs or obligations related thereto are to be incurred; and
4. A map showing existing uses and conditions of real property within TID 23; and
5. A map showing proposed improvements and uses in TID 23; and
6. A statement confirming that the estimated percentage of land devoted to retail uses within the territory of TID 23 will not exceed thirty-five percent (35%); and
7. Statements indicating proposed changes in zoning ordinances, master plan, official map, building codes and city ordinances, if any; and
8. A list of estimated non-project costs; and
9. A statement relating to the proposed method for the relocation of any persons to be displaced; and
10. A statement indicating how creation of TID 23 promotes the orderly development of the City; and

11. An opinion of the City Attorney that the Amended Project Plan is complete and complies with Wis. Stats. §66.1105; and

WHEREAS, the RDA makes the following findings as required by Wis. Stats. §66.1105, to wit:

1. The Amended Project Plan demonstrates that TID 7 has accumulated aggregate incremental property taxes greater than the amount of total project costs; and
2. In accordance with Wis. Stats. §66.1105(6)(f)3, that TID 7 has satisfied all of its current year debt service and project cost obligations; and
3. Implementation of some projects identified in TID 7 have been delayed due to economic conditions related to the COVID-19 pandemic, and funding such projects out of TID 7 would require the delay of closing of TID 7; and
4. The mandatory termination date for TID 7 is January 15, 2029; and
5. The mandatory termination date for TID 23 is September 17, 2046; and
6. Wis. Stats. §66.1105 permits the City to donate surplus funds from TID 7 to TID 23 as a blighted or rehabilitation TID; and
7. That “but for” the adoption of an Allocation Amendment, the development projected to occur in both TID 7 and TID 23, as detailed in the *City Comprehensive Plan*, would not occur in the manner desired by the City and RDA; and
8. The improvement of the area is likely to significantly enhance the value of substantially all of the other real property in both TID 7 and TID 23; and
9. The economic benefits of both TID 7 and TID 23, as measured by increased property value, employment, and income,
 - 9.1. Are greater than the cost of the improvements identified in the respective Project Plans; and
 - 9.2. Are greater than the anticipated tax increments to be paid by owners of real property within the overlying taxing jurisdictions; and
10. The TID 7 and TID 23 Project Plans are feasible and in conformity with the *City Comprehensive Plan*.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Green Bay approves the amendment of the TID 23 Project Plan to include being a recipient of an allocation, in an amount not to exceed eight hundred and fifty thousand dollars (\$850,000.00), from TID 7, for the purposes of blight elimination and public infrastructure costs related to the implementation of Section 4.9.1 Design Standards: Sidewalks, Streetscapes and Intersections of the Legends District Master Plan, which is consistent with the purpose for which TID 23 was created, and further approves the transfer of such funds as specified herein.

Adopted _____

Approved _____

**COMMON COUNCIL OF THE
CITY OF GREEN BAY**

By: _____
Eric Genrich, Mayor

Attest: _____
Celestine Jeffreys, City Clerk

**RESOLUTION APPROVING
EASEMENT TO WISCONSIN PUBLIC SERVICE
AT TAX PARCEL 15-36
March 16, 2021**

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

To approve the request by Wisconsin Public Service Corporation for an Easement to facilitate expansion of Green Bay Water Utility at 631 S. Adams Street, (Tax Parcel Number 15-36).

Adopted _____, 2021

Approved _____, 2021

Mayor

ATTEST:

City Clerk

jld

**RESOLUTION APPROVING DEDICATION OF
CITY-OWNED LANDS REQUIRED FOR AN ALLEY BETWEEN
S JACKSON STREET AND S VAN BUREN STREET FROM
CHICAGO STREET TO 240 FEET NORTH THEREOF**

MARCH 16, 2021

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

That the following described lands required for an alley between S. Jackson Street and S. Van Buren Street, from Chicago Street to 240 feet north thereof, be dedicated for public alley right-of-way purposes.

The West Fifteen (15) feet of the East Ninety-five (95) feet of Lots Five (5), Six (6), Seven (7) and Eight (8), in Block Fifty (50), according to the recorded Plat of Astor, in the City of Green Bay, West side of the Fox River, Brown County, Wisconsin.

Parcel affected is tax parcel number 14-640.

Adopted _____

Approved _____

Mayor

Clerk

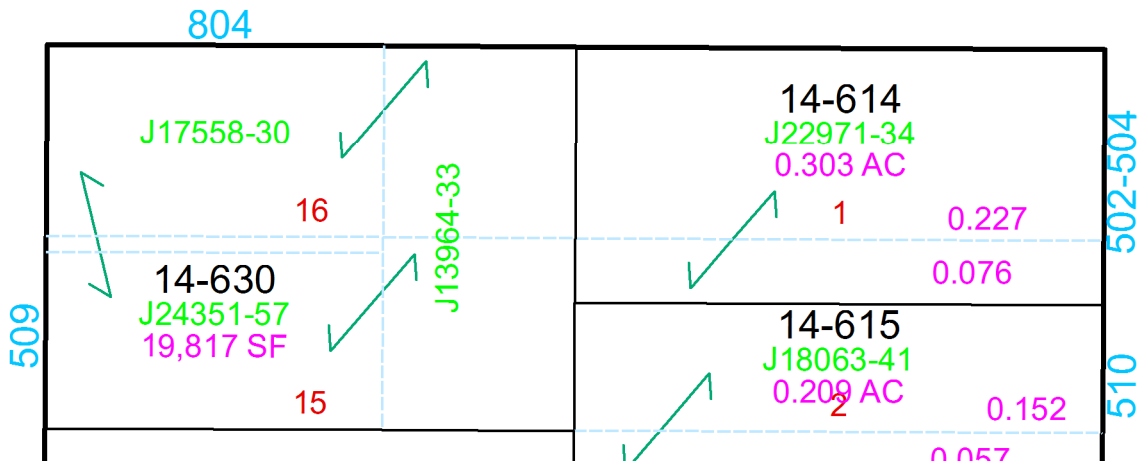
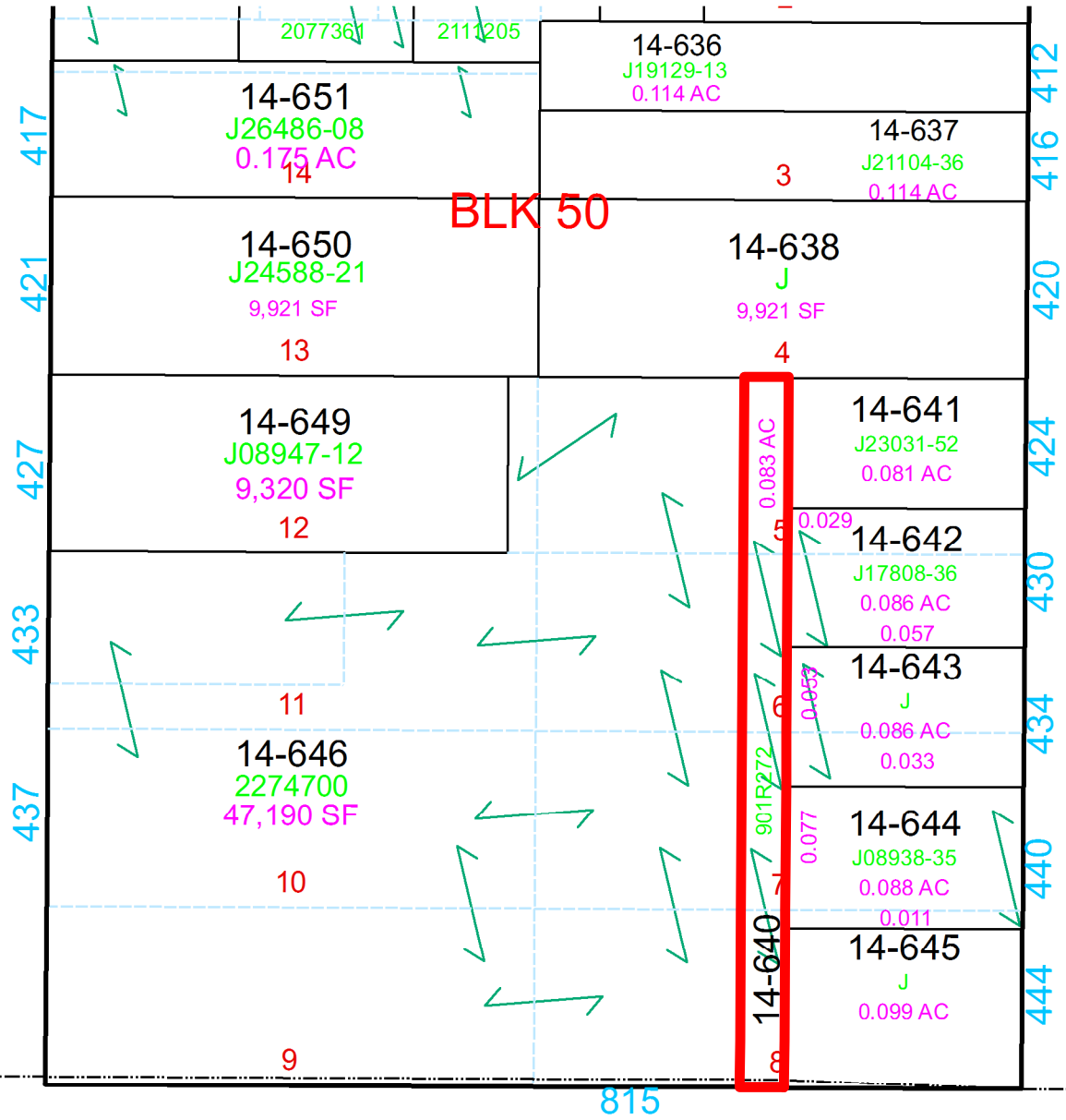
tg

Attachment – Map

S JACKSON ST

S VAN BUREN ST

CHICAGO ST



PARCEL 14-640 TO BE DEDICATED AS A PUBLIC ALLEY



**Resolution Expressing Full Confidence
in the Administration of Green Bay's
August and November 2020 Elections**

March 16, 2021

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, in 2020, Green Bay faced pandemic conditions for the first time in 100 years, forcing City staff and the Common Council to reconsider all election processes and procedures and, for the health and safety of our citizens, adapt to federal and state health guidelines; and

WHEREAS, all of Green Bay's 2020 elections were administered by the City Clerk's office according to Wisconsin statutes; and

WHEREAS, the Clerk's staff has attested to having properly maintained control of all election facilities, technology, and ballots; and

WHEREAS, the Common Council, in May of 2020, formed the Ad Hoc Committee on Elections ("Committee") for the purpose of ensuring safe, fair, and legitimate elections during the pandemic; and

WHEREAS, then-Clerk Kris Teske was a member in good standing of the Committee, and attended meetings thereof; and

WHEREAS, the Committee, working with the Clerk's office, approved the purchase of voting technology, PPE for poll workers, funding for communication campaigns for early in-person absentee voting and absentee voting, and ballot drop boxes; and

WHEREAS, in June of 2020, the Clerk's staff, along with the clerk's staffs of Racine, Milwaukee, Madison, and Kenosha, prepared a template for a safe and fair election; and

WHEREAS, on July 21, 2020, this Council unanimously approved the "Wisconsin Safe Voting Plan" and acceptance of a grant from the Center for Tech and Civic Life (CTCL) in the amount of \$1.093 million; and

WHEREAS, on September 24, 2020, this Council unanimously approved acceptance of an additional grant from CTCL in the amount of \$522,200; and

WHEREAS, the Center for Tech and Civic Life stated that its funds "must be used exclusively for the public purpose of planning and operationalizing safe and secure election administration in the City of Green Bay in accordance with the Wisconsin Safe Voting Plan 2020"; and

WHEREAS, the Committee ensured that expenditures of CTCL grant funds were consistent with requirements from the Wisconsin Elections Commission as well as with CTCL's statement; and

WHEREAS, such expenditures of CTCL grant funds were also approved by this Council, paid per standard and customary City procedures by appropriate City staff, and have been made public; and

WHEREAS, City staff participated in security planning for the November election with the Green Bay Police Department, which included training related to securing polling locations and security training for poll workers; and

WHEREAS, allegations have been made, publicly calling into question the propriety of election administration in Green Bay following acceptance of the CTCL grant;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Green Bay proudly asserts that the August and November 2020 elections administered by the City of Green Bay were properly executed in an accurate, safe, and secure manner, and hereby rejects allegations to the contrary.

Adopted _____

Approved _____

Mayor

Clerk

GENERAL ORDINANCE NO. 06-21

AN ORDINANCE AMENDING
SECTION 13-714, GREEN BAY MUNICIPAL CODE,
RELATING TO ACCESSORY USES IN MIXED-USE DISTRICTS
(TA 21-01)

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

SECTION 1. Section 13-714, Table 7-3, Green Bay Municipal Code, is hereby amended as follows:

Table 7-3. Permitted Accessory Uses in the Mixed-Use Districts

Use	OR	NC	D	Dev. Std.
Uses Accessory to Dwellings				
Antennas, satellite dishes, and similar equipment as regulated by Chapter 13-1600	P	P	P	
Boarding or renting of rooms to not more than two (2) persons	P	P	P	
Fences	P	P	P	X
Gardening and other horticultural uses	P	P	-	
Home-based occupations	P	P	P	X
Outdoor kennel or exercise run	P	P	-	X
Private garages, carports, and parking spaces	P	P	P	
Private swimming pools, tennis courts, indoor exercise facilities, community meeting rooms, and other recreational facilities that are operated for the sole use and convenience of the residents of the principal use and their guests	P	P	C	
Small Wind Energy System	C	C	C	X
Solar Energy System – Flush Roof Mount	<u>CP</u>	<u>CP</u>	P	X
Solar Energy System Other than Flush Roof Mount	<u>C</u>	<u>C</u>	<u>P</u>	<u>X</u>
Tool houses, sheds, and similar buildings	P	P	P	-
Uses Accessory to Nonresidential Uses				
Antennas, satellite dishes and similar equipment	P	P	P	X
Carwash (automatic) when accessory to an auto service station in compliance with Chapter 13-1600.	-	C	C	X
Music (outdoor live or amplified music)	-	-	C	X
Off-street loading docks	C	P	P	X
Outdoor display of vehicles			C	X
Outdoor commercial recreation	-	C	C	X
Outdoor sales, display, and storage	see Section 13-705			X
Parking (surface)	P	P	P	

Use	OR	NC	D	Dev. Stds.
Parking (structured)		C	P	X
Parking and storage of vehicles licensed to a business	P	P	P	X
Signs, as regulated by Chapter 13-2000	P	P	P	
Small Wind Energy System	C	C	C	X
Solar Energy System – Flush Roof Mount	C P	C P	P	X
Solar Energy System Other than Flush Roof Mount	<u>C</u>	<u>C</u>	<u>P</u>	<u>X</u>
Telecommunication facilities	C	C	C	X
Warehousing, incidental repair, or processing necessary to conduct a permitted principal use, conducted within principal building, not exceeding 25% of total floor area	-	P	P	X
Waste and recycling storage	P	P	P	X

Note: P = Permitted Use; C = Conditional Use

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

pn

03/16/21

For Official Notice:

**Public Notification
Proposed Text Amendment
Amending Chapter 13-714, Table 7-3 Permitted Accessory Uses, Solar Energy
Systems Green Bay Municipal Code
(TA 21-01)**

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

<https://us02web.zoom.us/j/84137675822?pwd=L2EyVlpDSlZGZ1FjcmlpWnZlOEVnUT09>

Meeting ID: 841 3767 5822

Password: 483400

One tap mobile

+13126266799,,84137675822# US (Chicago)

+16468769923,,84137675822# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

+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=L2EyVlpDSlZGZ1FjcmlpWnZlOEVnUT09>

The hearing is regarding the following:

A request to amend Chapter 13-714, Table 7-3 Permitted accessory use regarding solar energy systems.

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 paul.neumeyer@greenbaywi.gov.

Publication Date: February 22, 2021 and March 1, 2021