



AGENDA OF THE COMMON COUNCIL

TUESDAY, AUGUST 3, 2021, 6:00 PM

In person at City Hall Room 200.

Virtual attendance also available via Zoom.

A. Zoom Meeting Information.

- I. This item contains documents which provide call in information and instructions for the Zoom meeting.

B. Roll Call.

C. Pledge of Allegiance.

D. Invocation.

- I. The invocation will be led by Alder Veronica Corpus-Dax, District 2.

E. Approval of Minutes.

- I. Approval of the minutes from the June 29, 2021 Common Council Meeting.

F. Approval of the Agenda.

G. Report by the Mayor.

H. Announcements.

I. Appointments.

I. New Appointments:

Ethics Board

Janet Hathaway, 3079 Bay View Dr., Green Bay, WI 54311

Term to expire: March 1, 2024

CDBG Revolving Loan Fund Committee

Ace Champion, 900 S. Jackson St., Green Bay, WI 54301

Term to expire: August 1, 2024

Kathy Hinkfuss, 525 Antelope Trl., Green Bay, WI 54313

Term to expire: August 1, 2024

Downtown Business Improvement District Board

Tracy Hillesheim, 6652 Northernnaire Dr., Sobieski, WI 54171

Term to expire: August 1, 2024

Traffic, Bicycle and Pedestrian Commission

Patrick Sorelle, 3160 Open Gate Tr., Green Bay, WI 54313

Term to expire: May 1, 2022

Board of Review

Eric Drzewiecki, 632 S. Roosevelt St., Green Bay, WI 54301

Term to expire: July 1, 2026

Reappointments:

Green Bay Sustainability Commission

Mark Walter, 1350 Servais St., Green Bay, WI 54304

Term to expire: August 1, 2024

Seth Hoffmeister, 1136 Lawe St., Green Bay, WI 54301

Term to expire: August 1, 2024

J. Public Hearings.

1. Planning Ordinance No. 03-21

An Ordinance amending the Official Map of the City of Green Bay by closing a portion of Cass Street to Public Traffic.

K. Ordinances - Second Reading for Adoption.

1. Zoning Ordinance No. 07-21

An ordinance amending Zoning Ordinance No. 12-10 for planned unit development (PUD) located at 610 N. Broadway.

2. Zoning Ordinance No. 06-21

An ordinance creating a planned unit development (PUD) for property located at 2400 E. Mason Street.

3. Planning Ordinance No. 03-21

An Ordinance amending the Official Map of the City of Green Bay by closing a portion of Cass Street to Public Traffic.

L. Report of the Redevelopment Authority (July 13 and July 27, 2021).

1. To approve the development agreement with Toonen Properties, as discussed in closed session, for up to \$5 million in TIF assistance for completion of demolition of existing structures and development of approximately 209 market rate apartments on the former JBS Packerland site at 2580 University Avenue (Parcel 21-301), and replacing the previously executed agreement with TMD Properties, subject to any final text amendments by the City Attorney, and forward to the City Council for their consideration.

The Council may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons, 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 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 approve the amendment to the development agreement with Whitney School Development, LLC to advance the first PayGo TIF payment to the Developer to 2021, subject to 1) confirmation of available cash flow in TID 20, and 2) that the Developer has met its other obligations under the current development agreement, for the Whitney School Apartments (Lofts) development at 215 N. Webster Avenue (Parcel 9-112).

The Council may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons, 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 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.

M. Report of the Park Committee (July 28, 2021).

1. To approve the continuation of the St. John's Homeless Support Program at St. John's Park through November 1, 2021.
2. To receive and place on file the request by Ald. Lefebvre and Ald. Stevens for the Parks Department to use best practices for grass cutting, which includes no cutting when there is no rain for 2 weeks and to set the cutting height between 2-3 inches.
3. To approve the Design, Construction & Dedication Agreement with the Baird Creek Preservation Foundation for the construction of the Bike Skills Course at Triangle Hill.
4. To approve naming rights for the Baird Creek Bike Skills Course to be called the Saris Bike Park.
5. To approve a resolution committing to fund bike trail improvements in the Baird Creek Greenway.
6. To refer to staff to create a report summarizing the Forestry Department's 2-3 year Ash Tree Removal Plan and present it to the Parks Committee by September and a future Citywide Neighborhood Association Meeting.

7. To eliminate the relocation of the Colburn Hockey Rink project and reallocate \$110,000 from the Colburn Hockey Rink and Colburn ballfield projects to go towards the Baird Creek Pedestrian Bridge project.

N. Report of the Improvement & Services Committee (July 28, 2021).

1. To refer to staff the request to investigate correcting erosion issues on the 1000 block of Lacount Road. (Ald. Brunette)
2. To refer to staff the request for the City to establish minimum setback distances from the flood management dike on the south shore of Green Bay. (Ald. Lefebvre)
3. To receive and place on file the request to create an ordinance prohibiting residents from constructing permanent structures or amenities on top of or through the flood management dike on the south shore of Green Bay. (Ald. Lefebvre)
4. To approve the request by Department of Public Works to award a contract for Topographic Surveying Services Resurfacing Program & Traffic Signals to Ayres Associates, Inc. in the amount of \$69,912.50.
5. To approve a resolution releasing access easement on the alley from Main Street to Pine Street, east of Clay Street.
6. To approve the report of the Procurement Manager:
 - A. To purchase a used front end loader and grapple bucket from Aring Equipment Company for the sum of \$170,927. Equipment was a rental unit and all rent payments are being applied and credited to the City on purchase. Quote attached.
 - B. To purchase 2 Toolcats and attachments from Bobcat Plus, Inc. for the sum of \$126,206. Purchase is made off Sourcewell contract with local discount applied. Pricing verified based on previous bids of similar equipment. Quote attached.
 - C. To purchase a Dump Body/Wing/Plow for tandem axel trucks from Monroe Equipment for the sum of \$119,940. Purchase made from Sourcewell contract with local discount applied. Monroe Equipment has been only vendor able to meet spec in past. Quote attached.
 - D. To purchase a Loader Wing/Plow from Monroe Equipment for the sum of \$47,590. Purchase made from Sourcewell contract with local discount applied. Monroe Equipment has been only vendor able to meet spec in past. Quote attached.
 - E. To purchase 2 V-box Spreaders from Monroe Equipment for the sum of \$46,428. Purchase made from Sourcewell contract with local discount applied. Monroe Equipment has been only vendor able to meet spec in past. Quote attached.
 - F. To purchase a tandem axel truck chassis from Packer City International for the sum of \$97,719. Purchase made from Sourcewell contract with local discount applied. Pricing aligns with previous bid plus steel surcharge added. Quote attached.

7. To approve the award of the contract PARKS 2-21 (PEDESTRIAN BRIDGE OVER BAIRD CREEK) to the low responsive bidder, Michels Corp., in the amount of \$309,161.
8. To receive and place on file the report of award of the following contracts:
 - A. SEWERS 3-21 N. DANZ AVENUE STORM SEWER to the low responsive bidder, Peters Concrete Co., in the amount of \$366,515.50.
 - B. SEWERS 4-21 MINI-SEWERS to the low responsive bidder, Dorner Inc., in the amount of \$393,719.20.
9. To approve the request by Speedy Clean, Inc. to enter into an annual Hold Harmless Agreement for access to the City of Green Bay sewer system to conduct inspection of the sewer mains and laterals.
10. To receive and place on file the report of actions taken by Department of Public Works
 - A. Granting of Licenses
 1. Sidewalk Builder
 - a. Custom Concrete & Hardscapes LLC
 - b. James J. Calmes & Son, Inc.
 - c. Titledown Construction LLC
 2. Tree and Brush Trimmer
 - a. WB Tree Service
 3. Underground Sprinkler System
 - a. NEW Irrigation, LLC dba Conserva Irrigation

O. Report of the Protection & Policy Committee (July 26, 2021).

1. To hold a renewal application for a "Class B" Combination license by Strats, Inc. at 2850 Humboldt Rd. until the September 13th Protection & Policy Committee meeting. *(The Protection & Policy Committee took final action on this item at the July 26, 2021 Protection & Policy Committee).*
2. To approve a renewal liquor license application for a "Class B" Combination license by Dawn Van Pay at 1610 Cass St. *(The Protection & Policy Committee took final action on this item at the July 26, 2021 Protection & Policy Committee).*
3. To approve a request by Richard Craniums at 840 S. Broadway to temporarily extend their licensed premises to the outside parking lot on September 25 for CraniumFest, subject to complaint.

4. To approve the release of the 2020-2021 "Class B" Combination licenses to the pool of available licenses due to no action take for the 2021-2022 license year.
5. To approve an available "Class B" Combination license by Appleton Golf, LLC at 2255 Main St. with a license description as "10,000 square feet, open concept w u-shaped bar 5 golf simulators on left/rt w/ bathrooms, off, back storage," with the approval of the proper authorities.
6. To approve a request by I.T. Department to discontinue use of Green Bay Public Television Channel 4 in lieu of repairing malfunction equipment.
7. To refer to staff a request by Ald. Lefebvre for an update on fireworks. Requesting that the Green Bay shorten the time permitted to sell fireworks to 2 days before the 4th of July and ends on the eve of the 4th of July.
8. To approve a request by Ald. Scannell for the city to pass a notpartisan redistricting resolution.
9. To refer to staff a request by Ald. Brian Johnson, for consideration and possible action to modernize the ordinance and permit fees related to the operation of food trucks in the City of Green Bay including possible partnership with the Brown County Health Department.
10. To refer to staff a request by Ald. Galvin to reexamine the municipal fine for possession of marijuana.
11. To hold to the August 23rd meeting a request by Ald. Brunette to consider a refund of inspection charges for 2593 Sumac Place.
12. To receive and place on file The Liquor Violation Report for July 26, 2021.
13. To receive and place on file the Report on Homelessness, Green Bay Police Department.

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

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

Q. Report of the Plan Commission (July 26, 2021).

1. To authorize a Conditional Use Permit (CUP) for a metal storage building exceeding 120 sq. ft. in a Public Institutional (PI) district located at 1520 South Point Road, subject to compliance with all of the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit (CUP), including standard site plan review and approval. (Public Hearing held 07/26/2021)
2. To appoint Tracy Hillesheim from the Hyatt on Main to the Downtown Green Bay, Inc.'s Business Improvement District (BID) Board.
3. To hold over updates to Article XVIII. Off-Street Parking, Drives, and Loading, Green Bay Municipal Code, submitted by Green Bay Community and Economic Development. (Public Hearing held 07/26/2021)

R. Report of the Finance Committee (July 27, 2021).

1. To receive and place on file the 2020 year-end financial results for the City.
2. To recommend moving forward with refinancing of the 2013 RDA Lease Revenue Bond (KI 2).
3. To approve the purchase of 2 Ambulances for the Green Bay Metro Fire Department from Jefferson Fire & Safety for the sum of \$544,163.36 based on the contract put in place from 2020 RFB 3266. Summary attached.
4. 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.

5. To receive and place on file the pending litigation status update.

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.

6. To proceed as discussed in closed session with opioid litigation.

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.

7. To deny action on a request by Kris Teske for conflict counsel for the WEC Complaint titled, Carlstedt, et al. v. Meagan Wolfe, et al.

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.

S. Report of the Personnel Committee (July 27, 2021).

- I. To approve the request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
 - a. Programmer Analyst - Information Technology
 - b. Engineering Technician - Public Works
 - c. Mechanic - Public Works
 - d. Operator II - Public Works

2. To approve the following wage agreements with a 1% general salary increase effective in which October 1, of the respective year occurs.
 - a. Parks & Forestry Labor Association 2021
 - b. Public Works Labor Association 2021

The Council may convene in closed session pursuant to § 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating public employee contracts for competitive or bargaining reasons. The Council may thereafter reconvene in open session pursuant to § 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

3. To approve staff to proceed as directed as discussed in the closed session for the Green Bay Professional Police Association labor negotiations.

The Council may convene in closed session pursuant to § 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating public employee contracts for competitive or bargaining reasons. The Council may thereafter reconvene in open session pursuant to § 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

T. Report of the Public Arts Commission (July 28, 2021).

1. To approve the selection of the following ten finalists as well as five reserve finalists, ranked in order based on scores received, for the Paint in the Parks, park shelter mural project:
 1. H1 - Frisbee
 2. Q1 - Return of Pelican
 3. L2 - Do We See Ourselves In Each Other?
 4. A1 - Music Is Life
 5. E1 - Flight Pattern
 6. T2 - Nocturnal Nature
 7. K1 - Dance of the Dragonfly
 8. O1 - American Robin (in-flight)
 9. F1 - Seasons: Fall Mandala | Winter Mandala
 10. S4 - Abstract Interior #17
 11. B1 - Olde Preble Park Turtle/Caterpillar
 12. I2 - Green Bay Modern Postcard #2
 13. R3 - Flora, Fauna & Fish
 14. D2 - We Rise
 15. Y2 - You Will Change The World

U. Report of the Traffic, Bicycle, and Pedestrian Commission (July 19, 2021).

1. To refer to staff the request to install crosswalk buttons at the intersection of Porlier Street and Monroe Avenue for pedestrians crossing Porlier Street.
2. To refer to staff for study the request to convert the signalized intersection of Taylor Street and Dousman Street to a 3-WAY STOP condition.
3. To improve traffic conditions and enforcement of violations on city streets by (1) Common Council drafting a resolution to the State of Wisconsin in support of eliminating the traffic photo-enforcement ban statute; (2) increasing funding for moving radar units within police vehicles; and (3) increasing the number of traffic enforcement officers.
4. To remove the NO PARKING zone on the east side of Auto Plaza Drive, from Auto Plaza Way to a point 140 feet south of Auto Plaza Way.

5. To remove the NO PARKING zone on the east side of Auto Plaza Drive, from a point 215 feet south of Auto Plaza Way to a point 303 feet south of Auto Plaza Way.
6. To remove the NO PARKING zone on the east side of Auto Plaza Drive, from a point 483 feet south of Auto Plaza Way to a point 584 feet south of Auto Plaza Way.
7. To remove the NO PARKING zone on the west side of Auto Plaza Drive, from a point 200 feet south of Auto Plaza Way to a point 275 feet south of Auto Plaza Way.
8. To remove the NO PARKING zone on the west side of Auto Plaza Drive, from a point 440 feet south of Auto Plaza Way to a point 515 feet south of Auto Plaza Way.
9. To remove the NO PARKING zone on the east side of Donald Driver Way from a point 290 feet north of Dousman Street to its north terminus.
10. To remove the NO PARKING zone on the west side of Donald Driver Way from a point 310 feet north of Dousman Street to its north terminus.
11. To establish a NO PARKING zone on both sides of Kellogg Street from Broadway to Donald Driver Way and adopt by ordinance.
12. To establish a NO PARKING zone on the east side of Donald Driver Way from a point 290 feet north of Dousman Street to a point 285 feet north of Kellogg Street and adopt by ordinance.
13. To establish a NO PARKING zone on the west side of Donald Driver Way from a point 310 feet north of Dousman Street to a point 285 feet north of Kellogg Street and adopt by ordinance.
14. To establish a NO PARKING zone on both sides of Donald Driver Way from a point 370 feet south of Bond Street to Bond Street and adopt by ordinance.
15. To establish a NO PARKING zone on both sides of Bond Street from a point 70 feet west of Donald Driver Way to Donald Driver Way and adopt by ordinance.
16. To establish a NO PARKING zone on both sides of Bond Street from Broadway to a point 70 feet east of Broadway and adopt by ordinance.
17. To establish a NO PARKING 30-MINUTE LOADING zone on the north side of Bond Street from a point 70 feet west of Donald Driver Way to a point 140 feet west of Donald Driver Way and adopt by ordinance.
18. To establish a 2-HOUR PARKING 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the north side of Bond Street from a point 70 feet east of Broadway to a point 350 feet east of Broadway and adopt by ordinance.
19. To establish a 2-HOUR PARKING 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the south side of Bond Street from a point 70 feet east of Broadway to a point 420 feet east of Broadway and adopt by ordinance.

V. Receive and Place on File.

1. Building Report for June 2021
2. The Municipal Court Report for June 2021

W. Resolutions.

1. Resolution approving dedication of City-owned lands required for Seymour Court rights-of-way.
2. Resolution approving dedication of City-owned lands required for School Place rights-of-way.
3. Resolution approving dedication of City-owned lands required for S. Oakland Avenue rights-of-way.
4. Resolution authorizing conditional use permit located at 1520 South Point Road.
5. Resolution supporting non-partisan redistricting.
6. Resolution supporting the passage of legislation permitting the use of photo-enforcement of traffic regulations.
7. Resolution approving Hold Harmless Agreement to Speedy Clean, Inc. to conduct inspection of sewer mains and laterals.
8. Resolution committing to fund bike trail improvements in the Baird Creek Greenway.
9. A Resolution Authorizing and Providing for the Sale and Issuance of \$3,205,000 General Obligation Promissory Notes, Series 2021C, and All Related Details.
10. A Resolution Authorizing and Providing for the Sale and Issuance of \$8,720,000 General Obligation Corporate Purpose Bonds, Series 2021B, and All Related Details.
11. Resolution releasing access easement on the alley from Main Street to Pine Street, east of Clay Street

X. Ordinances - First Reading.

1. General Ordinance No. 19-21
An ordinance amending Section 40-34, Green Bay Municipal Code, Relating to Parking Regulations.

Y. Referral of Petitions & Communications.

Z. 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 08.03.2021

Zoom Meeting Information

Join Zoom Meeting

<https://us02web.zoom.us/j/85872220643>

Meeting ID: 858 7222 0643

Passcode: 022113

One tap mobile

+13126266799,,85872220643#,,,,*022113# US (Chicago)

+19292056099,,85872220643#,,,,*022113# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 858 7222 0643

Passcode: 022113

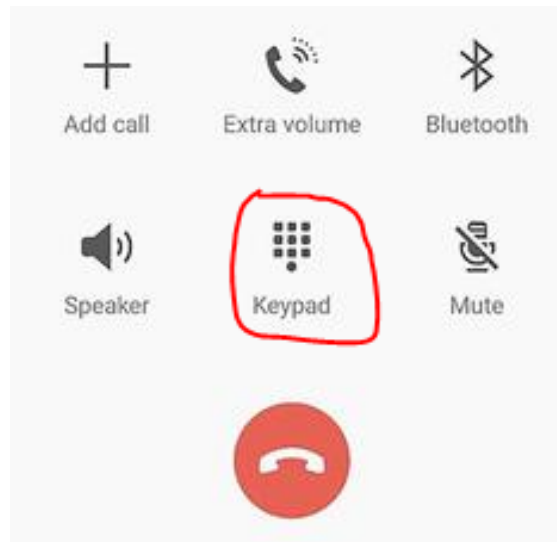
Find your local number: <https://us02web.zoom.us/j/kd6epwawuc>

Additional Information

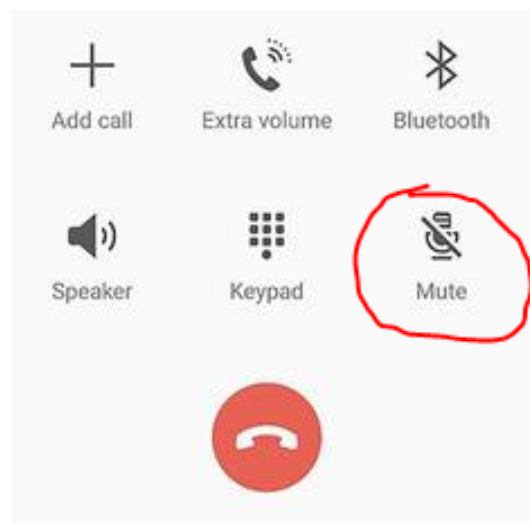
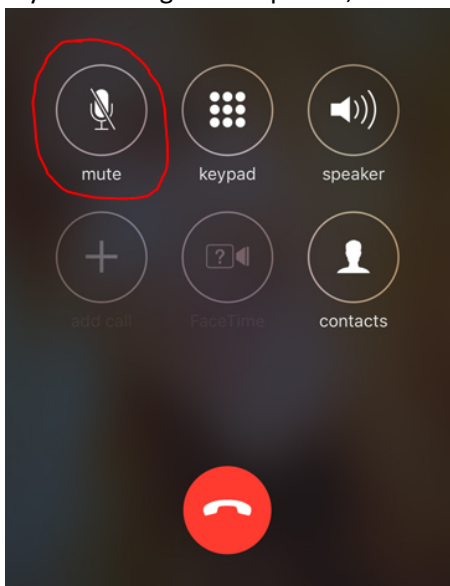
1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must give their name and address
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order*
2. All zoom meetings will have a password in the instructions. Please enter when prompted.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

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



PLANNING ORDINANCE NO. 03-21

**AN ORDINANCE AMENDING THE OFFICIAL MAP OF THE
CITY OF GREEN BAY BY CLOSING A PORTION OF
CASS STREET TO PUBLIC TRAFFIC**

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

SECTION 1. Pursuant to Wis. Stat. § 62.23 (6)(c), the Official Map of the City of Green Bay, as created by Section 34-1, Green Bay Municipal Code, is hereby amended by closing to public traffic that portion of the Cass Street right-of-way lying Southerly of Block 6 and Northerly of Block 7, according to the recorded Plat of Astor, City of Green Bay, more fully described in the legal description attached hereto as Exhibit A and made a part hereof. Said proposed street closure is depicted on the map attached hereto as Exhibit B and made a part of this ordinance as though fully set forth herein.

SECTION 2. This amendment of the Official Map is subject to the following conditions:

a. [past conditions have included approval of a corresponding subdivision plat, a maintenance agreement with DPW for the closure area, etc.]

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

SECTION 4. This ordinance shall not take effect until a public hearing is held hereon as provided by Section 34-2, 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

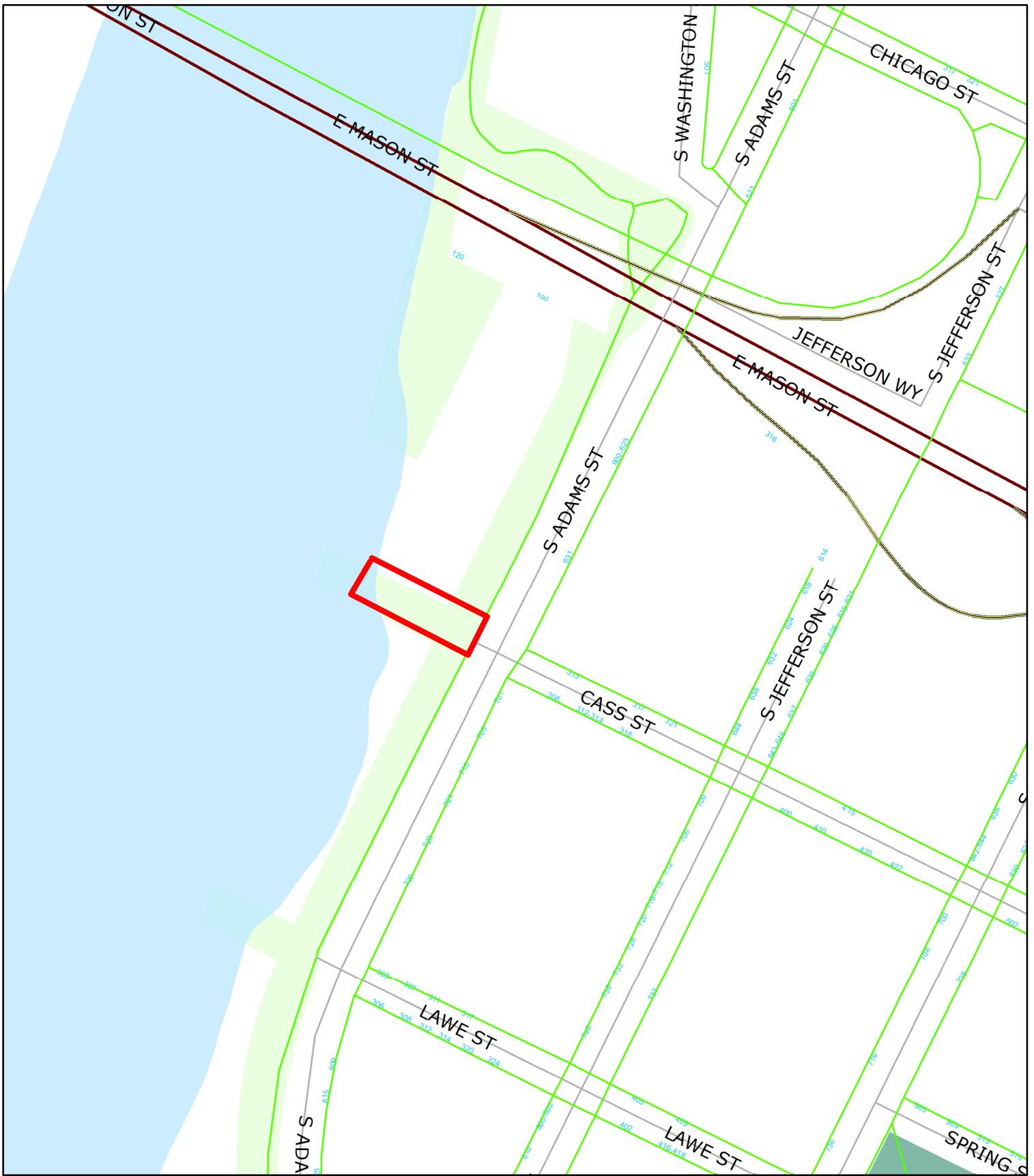
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Attachments: Ex. A - Legal Description; Ex. B - Map

EXHIBIT A

Legal Description:

Beginning at the Southeast corner of Lot 2, Brown County Certified Survey Map Number 2379, as recorded in Volume 11 of Certified Survey Maps, Page 99 as Document Number 976872, (said Certified Survey Map being part of Lots 1, 2, 3, 4, 5 and all of Lots 6, 7, and 8, Block 6, according to the recorded Plat of Astor); thence N63°-42'-15"W, 265.28 feet, along the South line of Lots 1 and 2, said Certified Survey Map Number 2379, to the Combined Pierhead and Bulkhead Line along the East bank of the Fox River; thence S18°-19'-15"W, 60.59 feet, along said Combined Pierhead and Bulkhead Line, to the North Line of Lot 1, Block 7, according to the recorded Plat of Astor; thence S63°-42'-15"E, 256.78 feet, along the North line of said Lot 1, Block 7, according to the recorded Plat of Astor, to the Northeast corner of said Lot 1, Block 7; thence N26°-23'-12"E, 60.00 feet, to the point of beginning.



Street Closure (SC 21-01)
ROW to Fox River
Portion of CASS ST to S ADAMS ST

 Closure Area

230 115 0 230 Feet



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

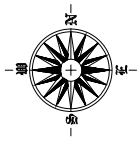


Street Closure (SC 21-01)
ROW to Fox River
Portion of CASS ST to S ADAMS ST

 Closure Area

230 115 0 230 Feet

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SITE PLAN
SCALE 1" = 20'-0"

FOX RIVER

81421 sq. ft.
1.87 ac.
69134 sq. ft.
1.29 ac.
to edge of water

Proposed 12' Fox River Trail (Elev. 102.0')
50' City Trail
BENCH
TRAIL LIGHTS
100' O.C.

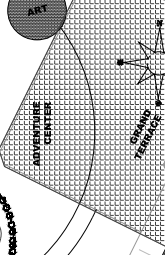
Proposed Docks

TRAIL LIGHTS
100' O.C.
50' City Trail
BENCH

Rock Diving
Climbing
Landing
Beds
ART
ADVENTURE CENTRE
CLIMBING TOWER
BRIDGE
SOCIAL
BIO FILTER
Climb Out
Climbing
Plantings
Beds
ART

TRAIL LIGHTS
100' O.C.
50' City Trail
BENCH

12 13 14 15 16 17 18 19 20 21 22 23 24 25
11 10 9 8 7 6 5 4 3 2 1

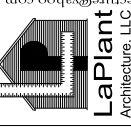


E. Mason Street

S. Adams Street

Cass Street

PARKING ENTRANCE



LaPlant
Architecture, LLC

OFFICE: 200 WILLARD DRIVE
GREEN BAY, WISCONSIN 54303
GREEN BAY, WISCONSIN 54303
Telephone: (920) 737-9160
Email: laplantarchitecture@yahoo.com

DATE: 11/29/2018
PROJECT NO: 18014-0
SHEET: 1.2

PRELIMINARY
NOT FOR CONSTRUCTION

STREET CLOSURE REQUEST

DATE: May 4, 2021

FROM: Green Bay Plan Department
Room 608, City Hall
100 N. Jefferson Street
Green Bay, WI 54301
Attn: Madison Smith

TO: ☒ Department of Public Works, Steven Grenier, Tom Giese
☐ Wisconsin Public Service, Real Estate Department
☐ AT&T, Karen Wells
☐ Green Bay Water Utility, Nancy Quirk
☐ Green Bay Fire Department, David Litton
☐ Green Bay Police Department, Andrew Smith
☐ Green Bay Traffic Engineer, Dave Hansen
☐ Time Warner Cable, Jason Orr
☐ Green Bay Parks, Recreation & Forestry, Dan Ditscheit
☐ Chief Operating Officer, Pete Ross
☐ American Transmission Company, Matthew Ernst
☐ Mobilitie: Brentt Michalek
☐ NEW Water, Nathan Qualls
☐ Charter, Vincent Albin

Please be advised that the following street vacation request has been made. Please return this comment form (without map) on or before **Monday, May 24, 2020**. Comments may be submitted by email to madisonsm@greenbaywi.gov. If you have questions, call our department at (920) 448-3407.

Closure Description: Closure of Cass Street (Fox River to S Adams Portion)

Petitioner(s): City of Green Bay

Tentative Plan Commission Review: **Monday, May 24, 2021**, Room 604 of City Hall virtually at **6:00 p.m.**

AGENCY COMMENTS

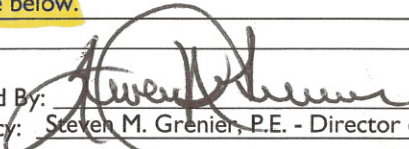
Please indicate if you have facilities within the subject area. Failure to indicate if any facilities are present will be assumed that you have none. If yes, please provide an exhibit indicating location and type of facilities present.

☒ Yes we have facilities present in subject street
☐ No we do not have facilities present in subject street

To the above-mentioned street closure request, we:

☐ Have no objection.
☒ Have no objection, provided:
Wish to object because:

* See below.

Signed By: 
Agency: Steven M. Grenier, P.E. - Director of Public Works

Date: 05/20/21

cc: **Ald. Bill Galvin, District 4** File No. **SC 21-01**
Neighborhood Association: **One Astor**

PLEASE NOTE: If comments are not received from your agency before the Plan Commission review date, it is assumed your agency approves the request without comment.

* A Hold Harmless Agreement shall be prepared, executed by City and adjacent owner to the north and recorded with the Brown County

Register of Deeds which shall include but not limited to the following as to the area Closed to Vehicular Traffic:

Purpose of use; Who may use; Who shall pay costs for construction; Who shall pay costs when terminated; etc.

ZONING ORDINANCE NO. 07-21

AN ORDINANCE
AMENDING ZONING ORDINANCE NO. 12-10
FOR PLANNED UNIT DEVELOPMENT (PUD)
LOCATED AT 610 NORTH BROADWAY
(ZP 21-16)

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

SECTION 1. Pursuant to Section 44-29, Green Bay Municipal Code, together with the zoning map referred to therein, the Planned Unit Development (PUD) for 610 North Broadway, as amended by Zoning Ordinance No. 12-10, is hereby further amended on the following described property:

Legal Description: Lot One (1) of Certified Survey map No. 9265, recorded as Document Number 2939425; being part of Fort Howard Military Reserve, now known as Railroad Grant, in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin

Tax Parcel: 5-1523-1

SECTION 2. Pursuant to Chapter 44, Article XX, Green Bay Municipal Code, as applicable, the following conditions are imposed on the amended PUD for 610 North Broadway. It is the intent of the Common Council that the conditions listed herein supersede any and all conditions previously imposed on said property.

- A. Purpose and Intent. The purpose and intent of the Planned Unit Development (PUD) amendment is to permit the construction of a new community clinic. The PUD will unify the campus with consistent zoning standards while providing appropriate buffering to surrounding properties. The general appearance and design of the site shall generally comply with the attached Exhibits A & B.
- B. Permitted Uses. The land uses which may be established and/or maintained on the subject property are as follows:
 - 1. Medical Clinic
 - 2. Professional offices
 - 3. Accessory uses as allowed for nonresidential Downtown uses per Section 44-653, Green Bay Zoning Code.
- C. Dimensional and Area Requirements. Dimensional and area requirements for principle structures on the subject property shall be as follows:
 - 1. Setbacks. Unless otherwise stated, setbacks shall exclude buildings and parking:

- a. Front yard and corner side yard: 12 feet
 - b. Interior side yard (driveway setback): 5 feet.
 - c. South and east property lines: 10 feet.
 2. Heights of Structures: Principal buildings shall not exceed 45 feet in overall height.
 3. Impervious Coverage: Impervious surfaces shall not exceed 90% of the site.
 4. Setback Encroachment: The placement of a transit stop along the North Broadway right-of-way consistent with the siting requirement of the Green Bay Metro Transit.
- D. Architecture. Building elevations shall generally comply with the following requirement:
- Building materials. All building facades shall be designed with architecturally-finished materials. Durable materials, such as masonry or stucco, shall be used on all street-facing facades. All subsequent additions and outbuildings constructed after the erection of an original building or buildings shall be constructed of comparable materials and designed in a manner consistent with the original design, unless the entire building is being renovated, consistent with Exhibit B.
- E. Lighting. All lighting on the subject property shall be regulated as set forth in Chapter 44, Article V., Division 8., Green Bay Municipal Code.
- F. Signage. All signage for the current project shall be regulated as follows:
1. All signs shall be constructed and in compliance the general sign standards in Section 30-5, Green Bay Municipal Code.
 2. All signs shall be constructed and in compliance the sign standards for mixed use districts in Section 30-35, Green Bay Municipal Code.
- G. Site Plan Review & Standards
1. A site plan shall be submitted and reviewed pursuant to Chapter 44, Article XIX, Green Bay Municipal Code.
 2. All service, loading, and refuse areas shall be screened in accordance with Section 44-1917, Green Bay Municipal Code.
 3. Any ground-mounted and/or roof-mounted mechanicals shall be screened in accordance with Section 44-1917, Green Bay Municipal Code.
- H. Parking/Pedestrian Access.
1. All parking shall be regulated as required in Chapter 44, Article XVIII, Green Bay Municipal Code, related to Off-Street Parking, Drives, and Loading.

2. All bicycle parking shall be regulated as required in Chapter 44, Article XVIII, Division 6, Green Bay Municipal Code, related to Pedestrian and Bicycle Access and Parking.

I. Landscaping

1. A detailed landscape plan shall be submitted for review as part of the site plan review.
 2. The landscape plan shall identify the type and placement of all proposed plant materials and details regarding all transitional areas along the south and east property lines.
 3. A minimum 4-foot fence and or wall shall be placed along parking areas that front the North Broadway right-of-way that provide screening to the parking areas as well as provide for potential seating for the bus stop, consistent with Exhibit A.
- J. A stormwater management plan that meets the standards established by the City's Department of Public Works shall be submitted to and approved by the City prior to the issuance of a building permit. See Chapter 43, Article IV, Green Bay Municipal Code.
- K. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the PUD is required.

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

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

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

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

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

SECTION 8. This ordinance shall not take effect until a public hearing is held hereon as provided by Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

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

APPROVED:

Mayor Eric Genrich

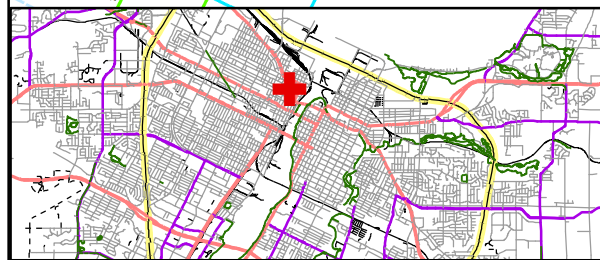
ATTEST:

Clerk

Attachments:

Exhibit A – Conceptual Site Plan

Exhibit B – Building Façade Elevations



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Map prepared by PN

For Official Notice:

**Public Notification
Proposed Planned Unit Development (PUD) Amendment
610 North Broadway
(ZP 21-16)**

The Green Bay Plan Commission will hold a public hearing on **Monday, June 7, 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.

Join Zoom Meeting

<https://us02web.zoom.us/j/84137675822?pwd=L2EyVlpDSlZGZlFjcmlpWnZlOEVnUT09>

Meeting ID: 841 3767 5822

Passcode: 483400

One tap mobile

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

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

[Dial by your location](#)

+1 312 626 6799 US (Chicago)

+1 646 876 9923 US (New York)

Find your local number: <https://us02web.zoom.us/j/84137675822?pwd=L2EyVlpDSlZGZlFjcmlpWnZlOEVnUT09>

The hearing is regarding the following:

A request to amend the Planned Unit Development (PUD) at 610 North Broadway for the NEW Community Clinic, submitted by Jon LeRoy, Mau & Associates, on behalf of the NEW Community Clinic. (Ald. R.Scannell, District 7)

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 Dates: May 24, 2021 and May 31, 2021

ZONING ORDINANCE NO. 06-21

AN ORDINANCE
CREATING A PLANNED UNIT DEVELOPMENT (PUD)
FOR PROPERTY LOCATED AT 2400 EAST MASON STREET
(ZP 21-17)

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

SECTION 1. Section 44-29, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by establishing a Planned Unit Development District on the following described property:

Legal Description: Lot 9 Excluding J17046-46 Plat of East Town Shopping Center, in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin. Parcel is approximately 0.95 acres/41,334 Square Feet.

Tax Parcel: 21-126-9

SECTION 2. Pursuant to Chapter 44, Article XX, Green Bay Municipal Code, as applicable, the following conditions are imposed:

- A. Purpose and Intent. The purpose and intent of the Planned Unit Development (PUD) is to permit the orderly development of the outlots associated with the large shopping center of the area. The PUD will facilitate the development of associated land in an integrated and innovative fashion, allow for flexibility in site design, and encourage development that is sensitive to the environmental, cultural, and economic considerations of the greater area. The general appearance and design of the site shall generally comply with the attached Exhibit A.
- B. Permitted Uses. The land uses which may be established and/or maintained on the subject property are those listed as permitted or conditional principal uses within the C2 Highway Commercial Zoning District, as enumerated in the Green Bay Municipal Code, Section 44-681, Table 44-8 with the exception of the following uses which are prohibited:
 - 1. Bed and Breakfast;
 - 2. Tool and Equipment Rental;
 - 3. Contractor Showroom;
 - 4. Greenhouse/Garden Supply;
 - 5. Automobile Rental or Sales;
 - 6. Carwash;
 - 7. Fuel/Gas/Service Station;
 - 8. Motor Vehicle Repair; and
 - 9. Residential Uses.
- C. Dimensional and Area Requirements. Dimensional and area requirements for principal

structures on the subject property shall be required as follows:

1. Lot Size: Minimum lot sizes shall be as follows:
 - a. Minimum lot width: 100 feet.
 - b. Minimum lot area: 15,000 square feet
 2. Setbacks: Unless otherwise stated, setbacks shall exclude buildings and parking/auto circulation facilities:
 - a. Front yard (north): 5 feet.
 - b. Side yards (west & east): 5 feet.
 1. Interior side yard setback may be reduced to 0 feet with provision of cross access and parking easements.
 - c. Rear Yard (south): 5 feet.
 3. Heights of Structures: Principal buildings shall not exceed 25 feet in height.
 4. Impervious Coverage: Impervious surfaces shall not exceed 80% of the site.
- D. Architecture. Building elevations shall generally comply with the following requirement:
1. Building materials. All building facades shall be designed with architecturally-finished materials consistent with Exhibit A. Durable materials, such as masonry or stucco, shall be used on all facades. All subsequent additions and outbuildings constructed after the erection of an original building or buildings shall be constructed of comparable materials and designed in a manner consistent with the original design.
- E. Landscaping and Lighting. All landscaping and lighting on the subject property shall be regulated as set forth in Green Bay Municipal Code Chapter 44, Article XIX.
- F. Signage. All signage for the current project shall be regulated as follows:
1. All signs shall be constructed and in compliance with Chapter 30, Green Bay Municipal Code.
 2. Sign standards of the Commercial Districts, Chapter 30-36, Table 30-12, Green Bay Municipal Code shall be followed.
- G. Site Plan Review & Standards. A site plan shall be submitted and reviewed per Chapter 44, Article XIX, Green Bay Municipal Code.
- H. Parking/Pedestrian Access. All parking shall be regulated as required in Chapter 44, Article XVIII, Green Bay Municipal Code.
- I. Stormwater Management. If deemed necessary by the City's Department of Public Works during site plan review, a stormwater management plan shall be submitted to and approved by the City prior to the issuance of building permits.
- J. Compliance with all of the regulations of the Green Bay Municipal Code not covered

under the PUD.

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

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

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

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

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

SECTION 8. This ordinance shall not take effect until a public hearing is held hereon as provided by Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

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

APPROVED:

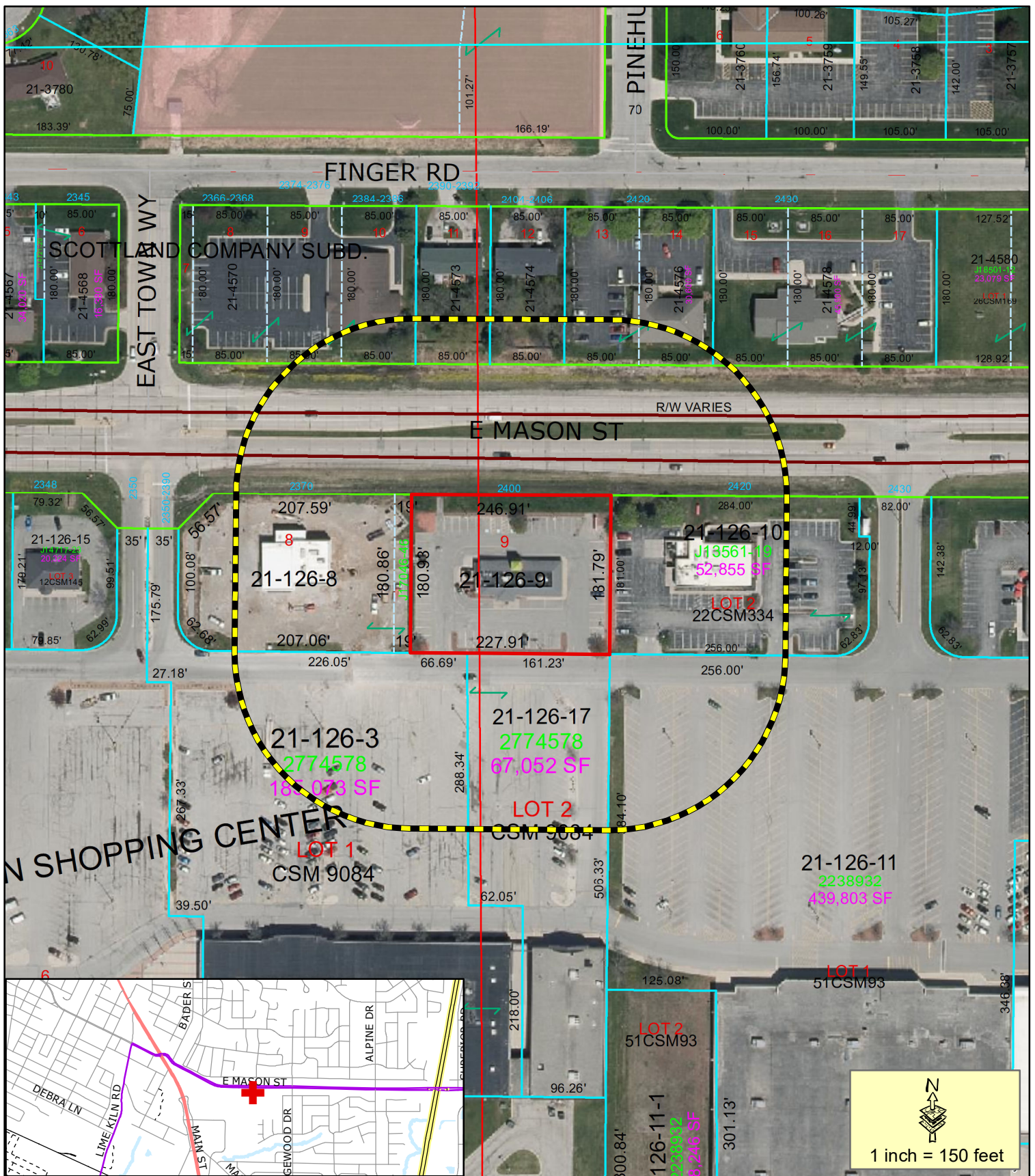
Mayor Eric Genrich

ATTEST:

Clerk

Attachments:

Exhibit A – Conceptual Site Plan(s) and Elevations



- Proposed PUD
- 200' Property Owner Notice

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Map prepared by DB

Zoning Petition (ZP 21-17)

Proposed Planned Unit Development (PUD) at 2400 East Mason Street



For Official Notice:

**Public Notification
Proposed Planned Unit Development (PUD)
2400 East Mason Street
(ZP 21-17)**

The Green Bay Plan Commission will hold a public hearing on **Monday, June 21, 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.

Join Zoom Meeting

<https://us02web.zoom.us/j/84137675822?pwd=L2EyVlpDSlZGZlFjcmlpWnZlOEVnUT09>

Meeting ID: 841 3767 5822

Passcode: 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)

Find your local number: <https://us02web.zoom.us/j/84137675822?pwd=L2EyVlpDSlZGZlFjcmlpWnZlOEVnUT09>

The hearing is regarding the following:

A request to create a Planned Unit Development (PUD) at 2400 East Mason Street, submitted by Garritt Bader, 2400 East Mason Street, LLC property owner (Ald. L. Gerlach, District 3).

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

City of Green Bay

Department of Community and Economic Development

Attn: David Buck

100 N. Jefferson St., Rm. 608

Green Bay, WI 54301

For additional information, contact David Buck at (920) 448-3411 or david.buck@greenbaywi.gov.

Publication Dates: June 9, 2021 and June 14, 2021

PLANNING ORDINANCE NO. 03-21

**AN ORDINANCE AMENDING THE OFFICIAL MAP OF THE
CITY OF GREEN BAY BY CLOSING A PORTION OF
CASS STREET TO PUBLIC TRAFFIC**

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

SECTION 1. Pursuant to Wis. Stat. § 62.23 (6)(c), the Official Map of the City of Green Bay, as created by Section 34-1, Green Bay Municipal Code, is hereby amended by closing to public traffic that portion of the Cass Street right-of-way lying Southerly of Block 6 and Northerly of Block 7, according to the recorded Plat of Astor, City of Green Bay, more fully described in the legal description attached hereto as Exhibit A and made a part hereof. Said proposed street closure is depicted on the map attached hereto as Exhibit B and made a part of this ordinance as though fully set forth herein.

SECTION 2. This amendment of the Official Map is subject to the following conditions:

a. [past conditions have included approval of a corresponding subdivision plat, a maintenance agreement with DPW for the closure area, etc.]

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

SECTION 4. This ordinance shall not take effect until a public hearing is held hereon as provided by Section 34-2, Green Bay Municipal Code, and the adoption and publication of this ordinance.

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

APPROVED:

Mayor

ATTEST:

Clerk

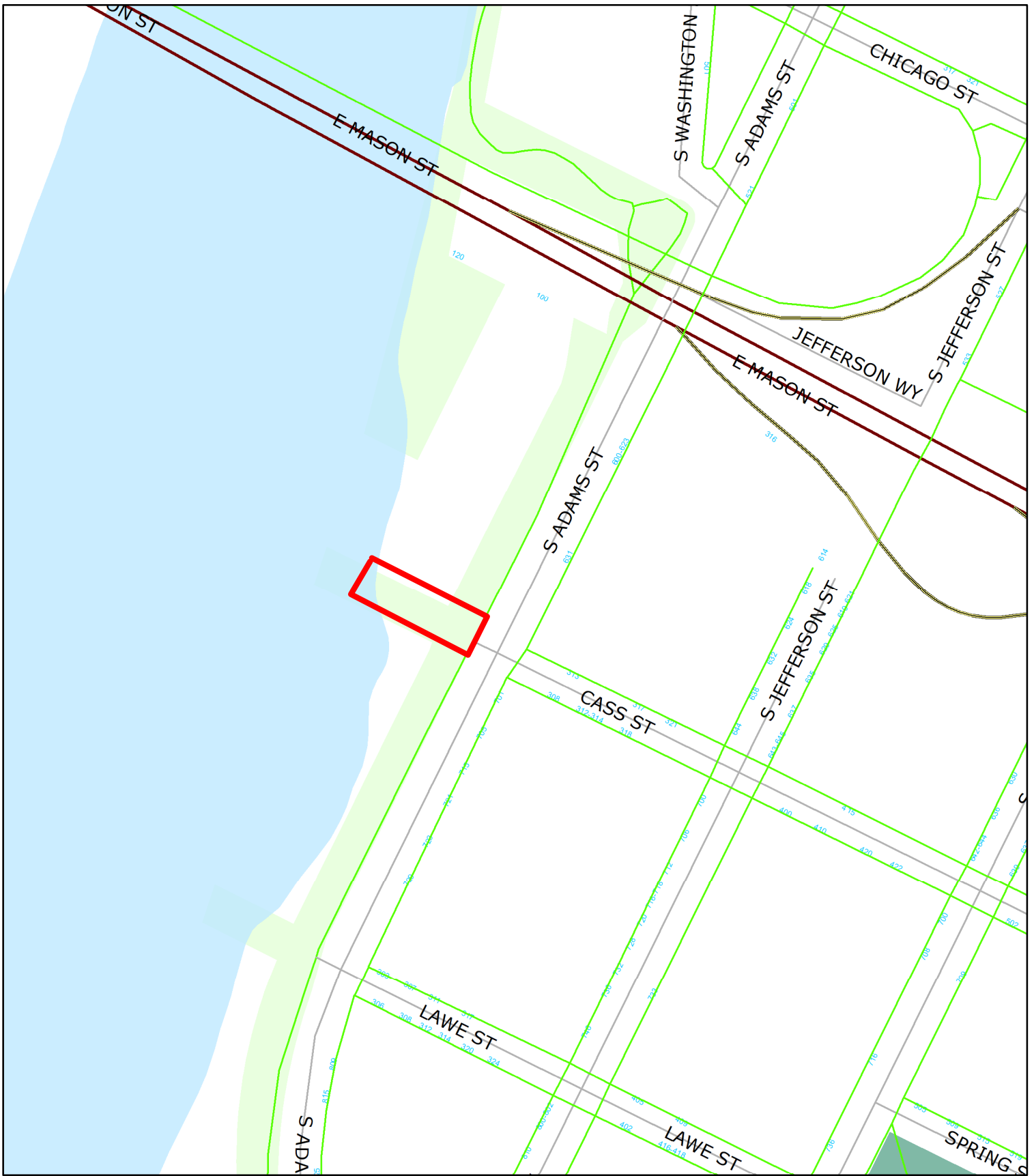
ms

Attachments: Ex. A - Legal Description; Ex. B - Map

EXHIBIT A

Legal Description:

Beginning at the Southeast corner of Lot 2, Brown County Certified Survey Map Number 2379, as recorded in Volume 11 of Certified Survey Maps, Page 99 as Document Number 976872, (said Certified Survey Map being part of Lots 1, 2, 3, 4, 5 and all of Lots 6, 7, and 8, Block 6, according to the recorded Plat of Astor); thence N63°-42'-15"W, 265.28 feet, along the South line of Lots 1 and 2, said Certified Survey Map Number 2379, to the Combined Pierhead and Bulkhead Line along the East bank of the Fox River; thence S18°-19'-15"W, 60.59 feet, along said Combined Pierhead and Bulkhead Line, to the North Line of Lot 1, Block 7, according to the recorded Plat of Astor; thence S63°-42'-15"E, 256.78 feet, along the North line of said Lot 1, Block 7, according to the recorded Plat of Astor, to the Northeast corner of said Lot 1, Block 7; thence N26°-23'-12"E, 60.00 feet, to the point of beginning.



Street Closure (SC 21-01)
ROW to Fox River
Portion of CASS ST to S ADAMS ST

 Closure Area

230 115 0 230 Feet



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 Map prepared by MS, DCED.



Brown County



Street Closure (SC 21-01)
ROW to Fox River
Portion of CASS ST to S ADAMS ST

 Closure Area

230 115 0 230 Feet

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

STREET CLOSURE REQUEST

DATE: May 4, 2021

FROM: Green Bay Plan Department
Room 608, City Hall
100 N. Jefferson Street
Green Bay, WI 54301
Attn: Madison Smith

TO: ☒ Department of Public Works, Steven Grenier, Tom Giese
☐ Wisconsin Public Service, Real Estate Department
☐ AT&T, Karen Wells
☐ Green Bay Water Utility, Nancy Quirk
☐ Green Bay Fire Department, David Litton
☐ Green Bay Police Department, Andrew Smith
☐ Green Bay Traffic Engineer, Dave Hansen
☐ Time Warner Cable, Jason Orr
☐ Green Bay Parks, Recreation & Forestry, Dan Ditscheit
☐ Chief Operating Officer, Pete Ross
☐ American Transmission Company, Matthew Ernst
☐ Mobilitie: Brentt Michalek
☐ NEW Water, Nathan Qualls
☐ Charter, Vincent Albin

Please be advised that the following street vacation request has been made. Please return this comment form (without map) on or before **Monday, May 24, 2020**. Comments may be submitted by email to madisonsm@greenbaywi.gov. If you have questions, call our department at (920) 448-3407.

Closure Description: Closure of Cass Street (Fox River to S Adams Portion)

Petitioner(s): City of Green Bay

Tentative Plan Commission Review: **Monday, May 24, 2021**, Room 604 of City Hall virtually at **6:00 p.m.**

AGENCY COMMENTS

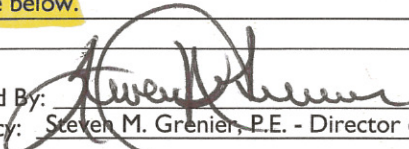
Please indicate if you have facilities within the subject area. Failure to indicate if any facilities are present will be assumed that you have none. If yes, please provide an exhibit indicating location and type of facilities present.

☒ Yes we have facilities present in subject street
☐ No we do not have facilities present in subject street

To the above-mentioned street closure request, we:

☐ Have no objection.
☒ Have no objection, provided:
Wish to object because:

* See below.

Signed By: 
Agency: Steven M. Grenier, P.E. - Director of Public Works

Date: 05/20/21

cc: **Ald. Bill Galvin, District 4** File No. **SC 21-01**
Neighborhood Association: **One Astor**

PLEASE NOTE: If comments are not received from your agency before the Plan Commission review date, it is assumed your agency approves the request without comment.

* A Hold Harmless Agreement shall be prepared, executed by City and adjacent owner to the north and recorded with the Brown County

Register of Deeds which shall include but not limited to the following as to the area Closed to Vehicular Traffic:

Purpose of use; Who may use; Who shall pay costs for construction; Who shall pay costs when terminated; etc.



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

August 3, 2021

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # L.1

To approve the development agreement with Toonen Properties, as discussed in closed session, for up to \$5 million in TIF assistance for completion of demolition of existing structures and development of approximately 209 market rate apartments on the former JBS Packerland site at 2580 University Avenue (Parcel 21-301), and replacing the previously executed agreement with TMD Properties, subject to any final text amendments by the City Attorney, and forward to the City Council for their consideration.

The Council may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons, 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 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

Staff has received a request from Toonen Properties for Tax Incremental Financing assistance for the completion of demolition of existing structures and development of approximately 209 market rate apartment units at the former JBS Packerland site at 2580 University Avenue (Parcel 21-301). This request would take the place of the current development agreement with TMD Properties for the development of 322 units over a 4-5 year period, and a small commercial lot. TMD properties has constructed two buildings of approximately 36 units, but is not in a position to meet their obligations of the current development agreement and intends to sell the property to Toonen Properties. The City has contributed \$1.5 million in an up front project grant to complete the demolition of the existing structures on the site. The original agreement also included a \$4 million PayGo cap, and new tax increment was to be distributed on a 50% Developer, 50% City basis. The projected value for the TMD Properties project was approximately \$21.9 million.

The project being proposed by Toonen Properties consists of approximately 209 market rate apartments in 12 buildings over a 3 year period. Toonen Properties will need to complete the demolition of the remaining structures, and ensure that there is adequate infrastructure to serve the site with two property owners (TMD is retaining ownership of the two buildings that they have constructed). Toonen is requesting a total of \$6.5 million (that is inclusive of the \$1.5 million up front project grant) on a PayGo basis. The projected valuation for the new project is approximately \$24.6 million (including the valuation of the two buildings constructed by TMD Properties). Construction would be completed by 2024. The percentage of distribution requested has increased from 50% to 80% due to increased costs and losing 5 years of potential increment.

Staff and Toonen Properties have reached preliminary agreement on the following terms and conditions subject to the drafting, approval and execution of a formal development agreement:

- The City Attorney has drafted a conditional notice of termination to TMD Properties for the existing

development agreement, which will not terminate unless the property is transferred and a new development agreement with Toonen Properties is approved.

- New tax increment generated from the project will first be used to recapture the original project grant of \$1.5 million back to the City (financed at \$1.62 million at 2% for 7 years).
- Once the original project grant has been recovered, new tax increment will be divided up on an 80% developer, 20% City basis until a cap of \$5 million to the Developer for qualified expenditures has been reached, or the end of the expenditure period for the TID has been achieved (calendar year 2038 or tax year 2037).

Specific obligations of Toonen Properties shall include:

- Submittal of a concept plan to the RDA for approval by April 1, 2022 that clearly shows ingress and egress from both University Avenue and Rothe Street, a multi-use path connecting to adjacent City-owned park land, and confirmation that the development can be adequately served by water and sewer.
- Submittal of a CSM or Plat for approval by the City prior to any zoning or building permits.
- Submittal of construction documents to the RDA for approval by April 1, 2022 that include site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts to the RDA for approval. The Construction Documents shall include:
 1. Plans and specifications for structural, mechanical and electrical systems, materials; and
 2. Full-color elevations for all sides of all proposed structures; and
 3. Descriptions and actual samples of all exterior building materials; and
 4. Descriptions and photographic examples of interior finishes; and
 5. Other such essential items as may be determined by the RDA to be appropriate.
- Submittal of a development project budget of no less than \$25 million by April 1, 2022.
- Submittal of proof of project financing and equity by April 1, 2022.
- Commencement of construction by May 1, 2022, and completion by December 31, 2024.
- 1% of the project cost shall be set aside for public art as approved by the Public Arts Commission, and funded by increment from the project.
- A personal guarantee on the up front project grant.
- A minimum valuation is now required to receive the full 80% of increment, with a lesser minimum valuation to qualify for a prorated reduction of increment.
- Other standard terms and conditions generally required by the RDA and City of Green Bay as drafted and approved by the City Attorney.

RDA met in closed session on July 27, 2021, to discuss requested edits suggested by the developer.

Upon returning to open session, the RDA recommended approval of the following changes to the agreement as presented:

- Incorporating language adding target valuation to qualify for the full 80% of available increment, and a

reduced amount if the valuation was between a minimum valuation and the target valuation.

- Expanding of the definition of infrastructure development under qualified expenditures.
- Adjusting the due date for the Concept Plan to December 31, 2021.
- Clarification on the developer obligation to install a bike path.
- Further defining “adequate water pressure” to be as defined in fire and building codes and determined by the fire marshal.
- Elimination of the personal guarantee requirement.

RECOMMENDATION

Staff recommends approval of the development agreement as presented subject to any final text amendments by the City Attorney, and forward to the City Council for their consideration.

FISCAL IMPACT

Staff has determined that a new development agreement with Toonen Properties allows the City to recover its original project grant as quickly as possible, and that sufficient cash flows will be generated to fund the requested TIF assistance during the remaining life of the TID. The original agreement with TMD Properties will need to remain in place until the new agreement with Toonen Properties has been approved.

ATTACHMENTS

1. Toonen Development Agreement - Council Version 7.29.21
2. Toonen Development Agreement RDA Draft 07262021
3. Notice of Intent to Terminate to TMD Properties 7.23.21



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 21-__
JBS / PACKERLAND PACKING SITE REDEVELOPMENT

This Development Agreement is made this _____ day of _____, 2021,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and RTH, LLC a Wisconsin limited liability corporation ("Developer").

RECITALS

- A. The City previously entered into a development agreement with TMD Properties on May 16, 2017 for a redevelopment project on the site identified below (hereinafter "TMD Agreement"). Both the City and TMD Properties intend to terminate the TMD Agreement with respect to all obligations which have not yet already been met. TMD Properties intends to retain ownership and control of those portions of the development which it has already completed ("TMD Development").
- B. Developer desires to develop the Property in substantially the same manner as was identified in the TMD Agreement, and which has not yet been completed by TMD Properties, but under the terms and conditions set forth herein.
- C. TMD Properties currently owns certain real property identified for real estate tax purposes and address as:

Tax Parcel	Address	Acres
21-301	2580 UNIVERSITY AVE	33.260

- D. The parcel listed above shall be referred to as the "Master Parcel" and comprises approximately 33.260 acres of land. Developer intends to acquire certain portions of the Master Parcel from TMD Properties for development purposes.
- E. Approximately 3.9 acres of the Master Parcel will be retained by TMD Properties as the TMD Development. The remaining 29.4 acres will be divided from the Master Parcel into a new lot ("Property"). Developer shall acquire the Property for the purposes set forth herein. A map and legal description of the Property is herein attached as EXHIBIT A.
- F. Developer intends to complete a Project, which involves the demolition and environmental remediation, and installation of public infrastructure as required by the City, followed by the construction of approximately twelve (12) buildings with two hundred and nine (209) market rate apartment units over a three (3) year period:
- G. As of January 1, 2016, the Master Parcel has an aggregate assessed value of \$758,800.00, which based on the assessed tax rates in effect as of January 1, 2016, the Property yields approximately:
 - I. \$17,064.41 in total real estate taxes annually (assessed mill rate of \$22.49);

2. \$16,936.41 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.32); and
 3. \$6,715.38 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.85).
- H. As of January 1, 2021, the Master Parcel has an aggregate assessed value of \$3,379,900, which based on the assessed tax rates in effect as of January 1, 2021, the Master Parcel yields approximately:
1. \$89,419.10 in total real estate taxes annually (assessed mill rate of \$24.62);
 2. \$83,156.19 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$24.62); and
 3. \$32,843.88 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.72).
- I. Upon completion of proposed Project, the City estimates the aggregate assessed property value of the new Property and the remaining portion of the original Master Parcel to be \$ 25,324,000.00, which is anticipated to yield approximately:
1. \$623,570.86 in total real estate taxes annually (assessed mill rate of \$24.62);
 2. \$579,920.90 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$24.62); and
 3. \$246,149.30 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.72).
- J. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the City has included the Property within Tax Increment District No. Eighteen (18) (the “TID”), which will provide part of the financing for certain costs of the Project.
- K. Developer has requested Tax Incremental Finance (“TIF”) assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; demolition; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute Qualified Expenditures (as defined below) for which TIF assistance may be afforded Developer.
- L. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- M. In order to induce Developer to undertake the Project, such that Developer remediates environmental hazards, enhances the physical landscape, removes blight, expands the range of residential products, adds residents, and encourages additional investment and development, and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

I. PURPOSE

- A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with

any and all approvals as granted by the City or RDA, including but not limited to adopted or approved plans or specifications on file with the City or RDA, along with all of the Recitals set forth above, shall be incorporated into this Agreement by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Agreement.

- B. Implementation Schedule. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City and RDA, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld, conditioned, or delayed. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.
- C. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City or RDA, granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City and RDA will take the necessary action to amend any conflicting approvals or conditions.
- D. Purpose of the Agreement. In order to cause the Project to occur and to induce Developer to undertake the Project, to promote community development, industry and job creation and to expand and enhance the tax base within the City, the City intends to provide the TIF Incentives as set forth in this Agreement. The City intends to recover its costs through the Available Tax Increment generated by the Property and the remaining portion of the original Master Parcel. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed.

II. DEFINITIONS; EXHIBITS

Whenever in this Agreement a pronoun is used it shall be construed to represent either the singular or the plural, masculine or feminine, as the case shall demand. As used in this Agreement, the following terms, when having an initial capital letter, shall have the following meanings:

- A. "Agreement" means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- B. "Annual Assessed Value" means the assessed value of the Private Building Improvements and the Real Estate Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. "Available Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property and the remaining portion of the original Master Parcel above the Base Value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the City. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.

- D. “Base Value” means the aggregate assessed value of the Master Parcel as of January 1, 2017.
- E. “City” means the City of Green Bay, Brown County, Wisconsin.
- F. “Concept Plan” means the plan for the Project.
- G. “Developer” means RTH, LLC, or any assignee of the same.
- H. “Plans and Specifications” means the plans and specifications developed for the Project.
- I. “Public Improvements” means the public infrastructure improvements in connection with the Project including, without limitation, all road improvements, grading, engineering, landscaping, erosion control, sanitary sewer, storm sewer and potable water and wastewater mains and laterals, natural gas, high speed cable, telephone, electrical power and other public utilities.
- J. “Preliminary Concept Plan” means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- K. “Private Improvements” means the improvements to be constructed on the Property that are not Public Improvements.
- L. “Project” means the Project as defined in the Recitals.
- M. “Public Art” means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, neon, or other sculptures; environmental artworks; fountains, arches or other structures intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself.
- N. “Qualified Expenditures” means any expenditures of Developer for the Project that are eligible for TIF Incentives, as defined in Section III. C, such as, infrastructure improvements; environmental remediation; demolition; clearing of land; and construction of new buildings.
- O. “Special Assessment” means any special assessment levied against the Property and or the remaining portion of the original Master Parcel by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.
- P. “Special Charge” means any special charge levied against the Property and or the remaining portion of the original Master Parcel by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.
- Q. “Tax Increment” means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year’s equalized value of all taxable property in the TID.

- R. “TID” means Tax Increment District No. Eighteen (18) of the City of Green Bay, which has been established and is in good standing by the City of Green Bay, Wisconsin.
- S. “TIF” means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- T. “TIF Incentive” means the financial incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. TAX INCREMENT FINANCING

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the “but for” test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer’s qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.
- B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be defined as the following:
 - 1. Property Investment. The City previously invested one million five hundred thousand dollars (\$1,500,000.00) in the Master Parcel for demolition and environmental remediation costs benefitting the Master Parcel, including the Property. Developer acknowledges and agrees that it is the beneficiary of this investment, and that this investment is a part of the Incentive received by it.
 - 2. PAYGo Reimbursement. The City shall provide an additional TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:
 - a) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures as identified in Section III have not been covered by the Property Investment shall be reimbursed to Developer pursuant to this PAYGo TIF Incentive.
 - b) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property and the remaining portion of the original Master Parcel shall be determined on January 1 of each tax year and shall be compared to the Base Value. The difference between the foregoing shall be known as the Incremental Property Value.
 - c) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the TIF Increment.
 - d) The City shall first use the TIF Increment to recover all of the Property Investment, and any annual interest accrued at 2% per year. Should the annual investment recovery payment to the City not consume all of the TIF Increment in a given year, the City shall make available not more than eighty percent (80%) of the remaining TIF Increment to the Developer.

- e) Developer shall not be entitled to any TIF Increment unless the aggregate assessed Property value meets or exceeds eighty percent (80%) of \$22 million (\$22,000,000.00) or seventeen million six hundred thousand dollars (\$17,600,000.00). Upon reaching this threshold, Available TIF Increment shall be distributed as follows:
 - (I) Provided the aggregate assessed Property value meets or exceeds twenty-two million, (\$22,000,000.00) on or before January 1, 2026, the City shall make available eighty percent (80%) of the remaining TIF Increment to the Developer until all Qualified Expenditures have been repaid or the incentive period expires.
 - (II) In the event the aggregate assessed Property value is between seventeen million six hundred thousand dollars (\$17,600,000.00) and twenty-two million (\$22,000,000.00) on or before January 1, 2026, the City shall prorate the remaining TIF Increment available to the Developer, based on a percentage of sixty-four percent (64%) for an amount equal to seventeen million six hundred thousand dollars (\$17,600,000.00), and eighty percent (80%) for an amount equal to twenty-two million (\$22,000,000.00). For example, if the aggregate assessed property value is nineteen million eight hundred thousand (\$19,800,000.00) on January 1, 2026, the City shall make available seventy-two percent (72%) of the remaining TIF Increment to Developer.
- f) Developer acknowledges and agrees that PAYGo TIF Incentive is based on the valuation of the Master Parcel, and therefore includes tax increment generated from the TMD Properties. Developer further agrees that it shall be solely responsible for the aggregate assessed value of the Master Parcel, regardless of ownership of any portion of the Master Parcel,
- g) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Property for the previous year. For example, if the first occupancy permit is issued on September 1, 2023, the TIF Increment would be determined as of January 1, 2024 and the PAYGo reimbursement would first be payable in 2025.

C. Qualified Expenditures. Qualified Expenditures are expenditures of Developer for the Project that are eligible for TIF Incentives, which shall be limited to:

- 1. Environmental remediation and asbestos abatement; and
- 2. Demolition, including the grinding of concrete and asphalt; and
- 3. Utility removal and relocation, including sewer, electrical, and fiber-optic lines; and
- 4. Infrastructure development, including clearing of land, site contouring, and the construction of new road(s), driveways, sidewalks, trails, water, sewer, and stormwater facilities. Any public infrastructure shall be designed to adopted City standards and subject to acceptance of by the City at its sole discretion; and
- 5. Architectural and aesthetic enhancements in the construction of new buildings as approved by the RDA.

D. Limitations. The TIF Incentive available to Developer for the Project is limited as follows:

1. Monetary Limitation. The PAYGo TIF Incentive in any year shall not exceed eighty percent (80%) of the Available Tax Increment for the Property.
2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive, inclusive of both the Property Investment and PAYGo Reimbursement, in excess of the lesser of six million five hundred thousand dollars (\$6,500,000.00) or the total amount of Qualified Expenditures incurred by Developer. The property investment counts against this cap, leaving a remaining net cap of five million dollars (\$5,000,000.00) to be available to the Developer on a PAYGo basis.
3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred Qualified Expenditures, the PAYGo TIF Incentive payments shall be made within thirty (30) days after Developer has paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year, provided, however, in no event shall the PAYGo TIF Incentive payments continue after the earlier of:
 - a) Calendar year 2038;
 - b) The termination date of the TID, which is currently set at 2043; or
 - c) The termination of this Agreement if before the termination of the TID.

E. No General Obligation of City. The City's obligation to make TIF Incentive payments shall be a special and limited obligation only and shall not be considered a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.

IV. OBLIGATIONS OF DEVELOPER

A. Concept Plan. Prior to December 31, 2021, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in the Term Sheet. The Concept Plan shall clearly identify:

1. Full vehicular, pedestrian, and bicycle ingress and egress to the Property and the remaining portion of the original Master Parcel from both University Avenue and Rothe Street; and
2. A paved pedestrian and bicycle multi-use path, no less than ten (10) feet wide, and designed cooperatively with the City Department of Parks, Recreation, and Forestry, from the northern boundary of the Property on University Avenue, and the western Boundary of the Property on Rothe Street, to the southern boundary of the Property adjacent to City-owned park land. An alternative design and route may be approved by the City at the City's sole discretion

upon sufficient evidence from the Developer that the defined route is not feasible due to excessive slopes, waterway crossings, or other physical constraints; and

3. A utility plan that demonstrates that the development can be adequately served by water and sanitary sewer, including confirmation that adequate water pressure is available as defined in current fire and building codes, and determined by the City of Green Bay Fire Marshal.
- B. Certified Survey Map or Plat. Prior to April 1, 2022 and prior to approval of any zoning or building permits, Developer shall prepare and submit a certified survey map or plat for approval by the City, RDA and any other party who's consent is required that shall include the separation of any property to be retained by TMD Properties, and any proposed dedication of right of way for public streets, including and documentation that any existing or future streets have been or will be designed and constructed to City standards as determined by the City's Department of Public Works and subject to formal acceptance of any dedication of streets by the City Council. The certified survey map or plat to be recorded with the Brown County Register of Deeds
- C. Construction Documents. Prior to April 1, 2022, and prior to commencement of construction of any phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval, which shall not be unreasonably withheld, conditioned, or delayed. The Construction Documents shall include:
1. Plans and specifications for structural, mechanical and electrical systems, materials; and
 2. Full-color elevations for all sides of all proposed structures; and
 3. Descriptions and actual samples of all exterior building materials; and
 4. Descriptions and photographic examples of interior finishes; and
 5. Other such essential items as may be determined by the RDA to be appropriate.
- D. Development Budget. Prior to April 1, 2022, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval, which shall not be unreasonably withheld, conditioned, or delayed. The Development Budget shall include:
1. Not less than twenty-five million dollars (\$25,000,000.00) in "hard" construction costs for the entire Project; and
 2. A line item of not less than ten percent (10%) of total Project costs for cost overruns and change orders; and
 3. A line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property and the remaining portion of the original Master Parcel, which shall be specifically dedicated towards
 - a) Public Art on the Property including onsite building architecture or other onsite improvements accessible to or available to the general public; or
 - b) Public Art within one-half (1/2) mile of the Property; or

- c) A separate Public Art project(s) approved by the RDA and GBPAC; or
 - d) Funds for design and maintenance of Public Art, or any combination of the alternatives herein; and
- 4. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III.
- E. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or materially and adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.
- F. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:
 - 1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
 - 2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.
 - 3. Developer shall have obtained the approval of the City, RDA, and State of Wisconsin Department of Transportation to a traffic impact analysis regarding the Project.
- G. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than April 1, 2022, proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into the Project in an amount sufficient to obtain financing for all Phase I and II Project costs. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.
- H. Proof of Financing. By no later than April 1, 2022, Developer shall have delivered proof satisfactory to the City and RDA of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.

- I. Acquisition of Property. Developer shall provide copies of deeds and such other closing documents as requested by the City or RDA regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.
- J. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
- K. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenditures as set forth in the approved Development Budget.
- L. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction, which shall be no later than May 1, 2022. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.
- M. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the Property, the Project, material developments in marketing, sale and leasing relating to the Project, and any other material matters pertaining to the interests of the City and the RDA in the Property or under this Agreement. Developer shall file with the RDA quarterly progress reports during the course of construction. Developer shall provide RDA with a copy of annual, audited financial statements for Developer through termination of this Agreement upon written request.
- N. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- O. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- P. Transfer of Sale of Project Property.
 - 1. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. The City or RDA may deny the request for any commercially reasonable reason. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.
 - 2. No Transfer to Exempt Entities. Prior to the closure of Tax Increment District No. Eighteen (18), the Property shall not be sold, transferred or conveyed to, leased or owned by any entity

or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.

Q. Easements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.

R. Environmental.

1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of Phase One (I), Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.

2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):

- a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property; or
- b) Arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.

3. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:

- a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and

- b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.
- 4. Acknowledgment of Environmental Conditions. Developer understands, acknowledges, and agrees that, as between the City and Developer, Developer is solely responsible for any outstanding environmental conditions which may exist on the Property, including any which may not have been fully remediated, corrected, addressed, or brought into compliance for the purposes herein by TMD Properties as the prior owner. Developer further acknowledges and agrees that it has performed an independent environmental investigation into the condition of the Property, that it is satisfied with the results of such investigation, and has resolved all potential liability and remediation requirements in their purchase agreement with TMD Properties.
- 5. Survival. The provisions of this Section shall survive the conveyance to Developer of any City and/or RDA Property.
- S. Insurance. Before commencement of construction activities on the Property, Developer shall deliver to the City and RDA certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City or RDA, which Developer is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City and RDA as additional insured parties:
 - 1. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer's liability coverage shall be in not less than the following limits:
 - a) Bodily Injury by Accident - \$100,000 per accident;
 - b) Bodily Injury by Disease - \$100,000 per employee; and
 - c) \$500,000 policy limit.
 - 2. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City or RDA. The amounts of such insurance shall be not less than the following limits:
 - a) General Aggregate Limit - \$2,000,000; Personal and Advertising Injury Limit (per person/organization) - \$2,000,000;
 - b) Bodily Injury and Property Damage - \$2,000,000 per occurrence;
 - c) Fire Legal Liability Damage Limit - \$100,000 per occurrence; and
 - d) Medical Expense Limit - \$10,000 per person.

3. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non- owned motor vehicles. The amounts of such insurance shall be not less than the following limits:
 - a) Bodily Injury - \$250,000 per person; and
 - b) \$1,000,000 per occurrence; and Property Damage - \$250,000 per occurrence.
4. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of \$1,000,000 for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs 1 to 3 above.
5. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.
6. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

T. General Indemnity.

1. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:
 - a) Any breach by Developer of the terms of this Agreement;
 - b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or
 - c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.
2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City or RDA, which notice shall be given by the City or RDA within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City and RDA unless, and only to the

extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City and RDA may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the City or RDA is advised in writing by its legal counsel that there is a conflict between the positions of Developer and City or RDA, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City or RDA different from or in addition to those available to Developer, then counsel for the City or RDA, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City or RDA. Developer shall not enter into any compromise or settlement without the prior written consent of the City or RDA, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City or RDA shall be reasonable grounds for the City or RDA to refuse to provide written consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City and RDA for the reasonable fees and expenses of counsel(s) retained by the City and by RDA, and shall be bound by the results obtained by the City and RDA; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

The City's and RDA's obligations under this Agreement are conditioned upon the following:

- A. Existence. Developer shall have provided City and/or RDA a certified copy of its organizational documents and a certificate from the Department of Financial Institutions for the State of Wisconsin indicating Developer's existence and good standing.
- B. Incumbency; Due Authorization. Developer shall have provided a certificate of incumbency and resolutions of the company, demonstrating Developer has been duly authorized to enter into this Agreement and authorizing the person signing this Agreement to execute and deliver it to the City and/or RDA, and to bind Developer to its terms.
- C. No Violation or Default. Developer shall not be in violation of any of its governing documents or other contracts subject to this Agreement or of any other agreement between Developer and the City and/or RDA.
- D. Insurance. Developer shall have delivered to the City and/or RDA certificates of all insurance required under this Agreement.
- E. TID District. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

The obligations of Developer under this Agreement are conditioned upon the following:

- A. TID. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

- B. Due Authorization. The City Council of the City shall have passed a resolution on due notice, authorizing the City to enter into this Agreement and authorizing the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.

VII. REPRESENTATIONS, WARRANTIES AND COVENANTS

Developer represents and warrants to the City and RDA as follows:

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and RDA, as the case may be, and are true and correct and there has been no material change in any of the same.
- B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.
- C. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
- D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property when and as the same become due.
- E. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City or RDA pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.
- F. Good Standing. Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
- G. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
- H. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor

will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.

- I. No Litigation. There is no litigation or proceeding pending or, to the best of Developer's knowledge, threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.
- J. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.
- K. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.
- L. Fees or Commissions. Neither the City nor RDA shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.

VIII. DEFAULT

- A. Developer Default. Each of the following shall be an Event of Default by Developer:
 - 1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of ten (10) days after its due date;
 - 2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City or RDA; provided, however, if such cure cannot reasonably be accomplished within such thirty days and the delay in cure does not materially impair the financial interests of the City or RDA, and if Developer promptly commences cure within the initial thirty days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days, for a total of ninety (90) days to cure;
 - 3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;
 - 4. Fraud and Other Illicit Behavior. Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:
 - a) Fraud; or
 - b) Indecent or illicit behavior that in the determination of the City or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;

5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;
 6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.
- B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:
1. Termination. Terminate this Agreement without further notice to Developer;
 2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach;
 3. Specific Performance. Sue for specific performance;
 4. Sue for Damages. Sue for all damages caused by the Event of Default;
 5. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;
 6. Interest. Collect interest on all delinquent amounts at the rate of 12% percent per annum from the date such amount was due; and
 7. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.
- C. City or RDA Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City and/or RDA to perform their obligations under this Agreement, but only after providing the City and RDA notice of such default and a failure by the City and/or RDA to commence attempts to cure such default within the thirty (30) day notice period. If the City and/or RDA, as appropriate, commences cure within the thirty day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.
- D. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City or RDA shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.
- E. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- F. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be

cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

IX. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
1. All Qualified Expenditures have been repaid in full by Tax Increment;
 2. The City closes and terminates the TID;
 3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 4. This Agreement is terminated because of an Event of Default;
 5. The parties agree in writing to terminate this Agreement.
- B. TIF Payments termination. In no event shall TIF Incentive payments continue after the earlier of:
1. Calendar year 2038;
 2. The termination date of the TID, which is currently set at 2043; or
 3. The termination of a Development Agreement if before the termination of the TID.
- C. Survival of Certain Provisions. Sections III.E, IV.F, IV.J, IV.P.2, IV.Q, IV.R, IV.T, V.A, V.B, V.C, V.D, V.E, VII.C, VII.D, VII.E, VII.G, VII.K, VII.L, VIII.B, VIII.D, VIII.E, VIII.F, X.B, X.C, X.G, X.J, X.M, X.O, X.P, and X.R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

- A. Assignment. Developer may not assign its rights or obligations under this Agreement without the express prior written consent of the City and RDA, which consent shall not unreasonably withheld, conditioned, or delayed.
- B. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.
- C. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- D. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership

interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.

- E. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.
- F. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a force majeure event may not be used to avoid an Event of Default if the delay caused by the force majeure event exceeds ninety (90) days from the date the event occurred.
- G. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- H. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.
- I. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one (1) business day after deposit with a nationally recognized over-night commercial courier service, air bill pre-paid, or forty-eight (48) hours after deposit in the United States mail postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

To the City: City of Green Bay
 Attn: City Clerk
 100 North Jefferson Street
 Green Bay, WI 54301

To RDA: Redevelopment Authority of the City of Green Bay
 Attention: Executive Director
 100 North Jefferson Street, Room 608
 Green Bay, WI 54301

To the Developer: RTH, LLC
 Attention: John Van Dyck
 2830 Curry Court, Suite 4 Green Bay, Wisconsin 54311

The foregoing addresses shall be presumed to be correct until notice of a different address is given according to this paragraph.

- J. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- K. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- L. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.
- M. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.
- N. Recording of Agreement. The City may record this Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.
- O. Priority Over Subsequent Liens. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. Owner warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. This Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Agreement (or Memorandum thereof).
- P. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- Q. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- R. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed by duly authorized representatives of Developer, City and RDA as of the day and year first written above.

DEVELOPER:
RTH, LLC

By: _____
Robert Toonen, CEO

ACKNOWLEDGMENT

[illegible]

Personally came before me this _____ day of _____ 2017, the above named Robert Toonen, a member of RTH, LLC, a Wisconsin limited liability corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

* _____
Notary Public, _____ County, Wisconsin
My Commission Expires _____

Signature page

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
RTH, LLC.

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jefferies, Clerk

Signature page

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
RTH, LLC.

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

By: _____
Gary Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director

EXHIBIT A
Legal Description

Parcel 21-301 (Original Parcel)

A parcel of land located in the Northwest 1/4 of the Southeast 1/4, Northeast 1/4 of the Southwest 1/4, Southeast 1/4 of the Northwest 1/4 and Government Lot 2 of Section 33, Township 24 North, Range 21 East, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin, described as follows:

Commencing at the East one-quarter corner of said Section 33, thence South 89°01'02" West, 1327.76 feet to the point of beginning; thence South 0°14'24" West, 288.42 feet; thence South 89°01'02" West, 1317.20 feet; thence North 66°30' West, 115.50 feet; thence North 25°00' West, 132.00 feet; thence North 13°00' East, 123.58 feet; thence North 89°01'02" East, 108.42 feet; thence North 0°14'24" East, 1087.82 feet; thence North 85°25'24" East, 509.24 feet; thence North 3°53'07" West, 250.02 feet to a point on the Southerly right-of-way of University Avenue; thence along said right-of-way North 85°25'24" East, 50.00 feet; thence South 3°53'07" East, 250.02 feet; thence North 85°25'24" East, 409.69 feet; thence South 49°59'02" East, 467.82 feet; thence South 0°00'33" West, 841.55 feet; thence North 89°01'02" East, 15.14 feet to the point of beginning.

EXCEPTING THEREFROM that part described in Jacket 5164 Records, Image 27 described as follows:

That part of the Northeast 1/4 of the Southwest 1/4, Section 33, Township 24 North, Range 21 East, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin, described as follows:

Beginning at the Northeast corner of said Northeast 1/4 of the Southwest 1/4 and running thence Southerly along the East line of said Northeast 1/4 of the Southwest 1/4 288.42 feet (4.37 chains); thence North 66°30' West 115.50 feet (1.75 chains); thence North 25°00' West 132.00 feet (2 chains); thence North 13°00' East to the North line of said Northeast 1/4 of the Southwest 1/4; thence Easterly along said North line to the point of beginning. Also, that part of the Northwest 1/4 of the Southeast 1/4 said Section 33, Township 24 North, Range 21 East, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin, lying North of a line 288.40 feet South of and parallel to the North line of said Northwest 1/4 Southeast 1/4.

Note: A CSM or plat will be required showing the creation of the new project parcel and the land being retained by TMD Properties.

EXHIBIT B Preliminary Concept Plan

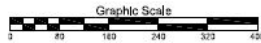
University Heights @ Baird Creek

Preliminary Planned Unit Development
- 2580 University Avenue -

Owner and Developer
TMD Properties LLC
877 Barker Rd Ste 250
Green Bay, WI 54304



	Unit Count By Phase	
	Urban Lofts and Apartments	Senior Focused Residential Units
Phase I	48	0
Phase II	86	0
Phase III	0	96
Phase IV	90	0
Total	224	96



PROJECT NO.
1514
SHEET NO.
1 OF 1
DRAWING NO.
S-2754

RE Commercial

Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672

Site Plan

SCALE
1"=50'
DATE
04/21/17



City of Green Bay
Department of Community and Economic Development

RDA DRAFT

DEVELOPMENT AGREEMENT 21-__

JBS / PACKERLAND PACKING SITE REDEVELOPMENT

This Development Agreement is made this _____ day of _____, 2021,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and TOONEN PROPERTIES a Wisconsin corporation ("Developer").

RECITALS

- A. The City previously entered into a development agreement with TMD Properties on May 16, 2017 for a redevelopment project on the site identified below (hereinafter "TMD Agreement"). Both the City and TMD Properties intend to terminate the TMD Agreement with respect to all obligations which have not yet already been met. TMD Properties intends to retain ownership and control of those portions of the development which it has already completed ("TMD Development").
- B. Developer desires to develop the Property in substantially the same manner as was identified in the TMD Agreement, and which has not yet been completed by TMD Properties, but under the terms and conditions set forth herein.
- C. TMD Properties currently owns certain real property identified for real estate tax purposes and address as:

Tax Parcel	Address	Acres
21-301	2580 UNIVERSITY AVE	33.260

- D. The parcels listed above shall be referred to as the "Master Parcel" and comprises approximately 33.260 acres of land. Developer intends to acquire certain portions of the Master Parcel from TMD Properties for development purposes.
- E. Approximately 3.9 acres of the Master Parcel will be retained by TMD Properties as the TMD Development. The remaining 29.4 acres will be divided from the Master Parcel into a new lot ("Property"). Developer shall acquire the Property for the purposes set forth herein. A map and legal description of the Property is herein attached as EXHIBIT A.
- F. Developer intends to complete a Project, which involves the demolition and environmental remediation, and installation of public infrastructure as required by the City, followed by the construction of approximately twelve (12) buildings with two hundred and nine (209) market rate apartment units over a three (3) year period:
- G. As of January 1, 2016, the Property has an aggregate assessed value of \$758,800.00, which based on the assessed tax rates in effect as of January 1, 2016, the Property yields approximately:
- I. \$17,064.41 in total real estate taxes annually (assessed mill rate of \$22.49);

2. \$16,936.41 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.32); and
 3. \$6,715.38 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$8.85).
- H. As of January 1, 2021, the Property has an aggregate assessed value of \$3,379,900, which based on the assessed tax rates in effect as of January 1, 2021, the Property yields approximately:
1. \$89,419.10 in total real estate taxes annually (assessed mill rate of \$24.62);
 2. \$83,156.19 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$24.62); and
 3. \$32,843.88 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.72).
- I. Upon completion of proposed Project, the City estimates the aggregate assessed property value of the Property to be \$ 25,324,000.00, which is anticipated to yield approximately:
1. \$623,570.86 in total real estate taxes annually (assessed mill rate of \$24.62);
 2. \$579,920.90 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$24.62); and
 3. \$246,149.30 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.72).
- J. Pursuant to the provisions of §66.1105, Wis. Stats. (the “Tax Increment Law”), the City has included the Property within Tax Increment District No. Eighteen (18) (the “TID”), which will provide part of the financing for certain costs of the Project.
- K. Developer has requested Tax Incremental Finance (“TIF”) assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; demolition; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute Qualified Expenditures (as defined below) for which TIF assistance may be afforded Developer.
- L. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- M. In order to induce Developer to undertake the Project, such that Developer remediates environmental hazards, enhances the physical landscape, removes blight, expands the range of residential products, adds residents, and encourages additional investment and development, and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

I. PURPOSE

- A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City or RDA, including but not limited to adopted or approved

plans or specifications on file with the City or RDA, along with all of the Recitals set forth above, shall be incorporated into this Agreement by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Agreement.

- B. Implementation Schedule. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City and RDA, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld, conditioned, or delayed. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.
- C. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City or RDA, granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City and RDA will take the necessary action to amend any conflicting approvals or conditions.
- D. Purpose of the Agreement. In order to cause the Project to occur and to induce Developer to undertake the Project, to promote community development, industry and job creation and to expand and enhance the tax base within the City, the City intends to provide the TIF Incentives as set forth in this Agreement. The City intends to recover its costs through the Available Tax Increment generated by the Property. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed.

II. DEFINITIONS; EXHIBITS

Whenever in this Agreement a pronoun is used it shall be construed to represent either the singular or the plural, masculine or feminine, as the case shall demand. As used in this Agreement, the following terms, when having an initial capital letter, shall have the following meanings:

- A. "Agreement" means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- B. "Annual Assessed Value" means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. "Available Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the Base Value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the City. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.
- D. "Base Value" means the aggregate assessed value of the Property as of January 1, 2017.

- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.
- G. "Developer" means TOONEN PROPERTIES, or any assignee of the same.
- H. "Loft-Style Units" means apartment units that with larger integrated living spaces, limited full-height walls, and a second-story loft or balcony.
- I. "Plans and Specifications" means the plans and specifications developed for the Project.
- J. "Public Improvements" means the public infrastructure improvements in connection with the Project including, without limitation, all road improvements, grading, engineering, landscaping, erosion control, sanitary sewer, storm sewer and potable water and wastewater mains and laterals, natural gas, high speed cable, telephone, electrical power and other public utilities.
- K. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- L. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- M. "Project" means the Project as defined in the Recitals.
- N. "Public Art" means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, neon, or other sculptures; environmental artworks; fountains, arches or other structures intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself.
- O. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives, as defined in Section III. C, such as, infrastructure improvements; environmental remediation; demolition; clearing of land; and construction of new buildings.
- P. "Senior-Style Units" means single-floor apartment units with wider doorways, hallways, and corridors, and minimal changes in floor elevation.
- Q. "Special Assessment" means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.
- R. "Special Charge" means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.
- S. "Tax Increment" means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year's equalized value of all taxable property in the TID.

- T. “TID” means Tax Increment District No. Eighteen (18) of the City of Green Bay, which has been established and is in good standing by the City of Green Bay, Wisconsin.
- U. “TIF” means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- V. “TIF Incentive” means the financial incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. TAX INCREMENT FINANCING

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the “but for” test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer’s qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.
- B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be defined as the following:
 - I. PAYGo Reimbursement. The City shall provide an additional TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:
 - a) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures as identified in Section III not covered by the Project Grant TIF Incentive shall be reimbursed to Developer pursuant to this PAYGo TIF Incentive.
 - b) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the Base Value. The difference between the foregoing shall be known as the Incremental Property Value.
 - c) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the TIF Increment.
 - d) The City shall first use the TIF Increment to cover its annual debt service obligation for the Project Grant. Should the annual debt service payment not consume all of the TIF Increment, the City shall make available not more than eighty percent (80%) of the remaining TIF Increment to the Developer.
 - e) Developer shall not be entitled to any TIF Increment unless the aggregate assessed Property value meets or exceeds eighty percent (80%) of \$22 million (\$22,000,000.00) or seventeen million six hundred thousand dollars (\$17,600,000.00). Upon reaching this threshold, Available TIF Increment shall be distributed as follows:
 - (I) Provided the aggregate assessed Property value meets or exceeds twenty-two million, (\$22,000,000.00) on or before January 1, 2024, the City shall make available eighty percent (80%) of the remaining TIF Increment to the

Developer until all Qualified Expenditures have been repaid or the incentive period expires.

(II) In the event the aggregate assessed Property value is between seventeen million six hundred thousand dollars (\$17,600,000.00) and twenty-two million (\$22,000,000.00) on or before January 1, 2024, the City shall prorate the remaining TIF Increment available to the Developer, based on a percentage of sixty percent (64%) for an amount equal to seventeen million six hundred thousand dollars (\$17,600,000.00), and eighty percent (80%) for an amount equal to twenty-two million (\$22,000,000.00). For example, if the aggregate assessed property value is nineteen million eight hundred thousand (\$19,800,000.00) on January 1, 2024, the City shall make available sixty-eight percent (72%) of the remaining TIF Increment to Developer.

f) The overall project valuation shall include tax increment from the two buildings constructed by TMD Properties. In any event, the Developer shall be solely responsible for meeting the required aggregate assessed property value,

e)g) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Property for the previous year. For example, if the first occupancy permit is issued on September 1, 2023, the TIF Increment would be determined as of January 1, 2024 and the PAYGo reimbursement would first be payable in 2025.

2. Other Incentive. The City previously invested one million five hundred thousand dollars (\$1,500,000.00) in the Property for demolition and environmental remediation costs benefitting the Property.

C. Qualified Expenditures. Qualified Expenditures are expenditures of Developer for the Project that are eligible for TIF Incentives, which shall be limited to:

1. Environmental remediation and asbestos abatement; and
2. Demolition, including the grinding of concrete and asphalt; and
3. Utility removal and relocation, including sewer, electrical, and fiber-optic lines; and
4. Infrastructure development, including clearing of land, site contouring, and the construction of new road(s), water, sewer, and stormwater facilities; and
5. Architectural and aesthetic enhancements in the construction of new buildings as approved by the RDA.

D. Limitations. The TIF Incentive available to Developer for the Project is limited as follows:

1. Monetary Limitation. The PAYGo TIF Incentive in any year shall not exceed eighty percent (80%) of the Available Tax Increment for the Property.
2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive, inclusive of both the Project Grant and PAYGo Reimbursement, in excess of the lesser of six million five hundred

thousand dollars (\$6,500,000.00) or the total amount of Qualified Expenditures incurred by Developer.

3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
 4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred Qualified Expenditures, the PAYGo TIF Incentive payments shall be made within thirty (30) days after Developer has paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year, provided, however, in no event shall the PAYGo TIF Incentive payments continue after the earlier of:
 - a) Calendar year 2038;
 - b) The termination date of the TID, which is currently set at 2043; or
 - c) The termination of this Agreement if before the termination of the TID.
- E. No General Obligation of City. The City's obligation to make TIF Incentive payments shall be a special and limited obligation only and shall not be considered a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.

IV. OBLIGATIONS OF DEVELOPER

- A. Concept Plan. Prior to September 1, 2021, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in the Term Sheet. The Concept Plan shall clearly identify:
1. Full vehicular, pedestrian, and bicycle ingress and egress to the Property from both University Avenue and Rothe Street; and
 2. A paved pedestrian and bicycle multi-use path, no less than ten (10) feet wide, and designed cooperatively with the City Department of Parks, Recreation, and Forestry, from the northern boundary of the Property on University Avenue, and the western Boundary of the Property on Rothe Street, to the southern boundary of the Property adjacent to City-owned park land; and
 3. A utility plan that demonstrates that the development can be adequately served by water and sanitary sewer (i.e., that adequate water pressure is available).
- B. Certified Survey Map or Plat. Prior to April 1, 2022 and prior to approval of any zoning or building permits, Developer shall prepare and submit a certified survey map or plat for approval by the City, RDA and any other party who's consent is required that shall include the separation of any property to be retained by TMD Properties, and any proposed dedication of right of way for public streets, including and documentation that any existing or future streets have been or will be designed and

constructed to City standards as determined by the City's Department of Public Works and subject to formal acceptance of any dedication of streets by the City Council. The certified survey map or plat to be recorded with the Brown County Register of Deeds

- C. Construction Documents. Prior to April 1, 2022, and prior to commencement of construction of any phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval, which shall not be unreasonably withheld, conditioned, or delayed. The Construction Documents shall include:
1. Plans and specifications for structural, mechanical and electrical systems, materials; and
 2. Full-color elevations for all sides of all proposed structures; and
 3. Descriptions and actual samples of all exterior building materials; and
 4. Descriptions and photographic examples of interior finishes; and
 5. Other such essential items as may be determined by the RDA to be appropriate.
- D. Development Budget. Prior to April 1, 2022, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval, which shall not be unreasonably withheld, conditioned, or delayed. The Development Budget shall include:
1. Not less than twenty-five million dollars (\$25,000,000.00) in "hard" construction costs for the entire Project; and
 2. A line item of not less than ten percent (10%) of total Project costs for cost overruns and change orders; and
 3. A line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards
 - a) Public Art on the Property including onsite building architecture or other onsite improvements accessible to or available to the general public; or
 - b) Public Art within one-half (1/2) mile of the Property; or
 - c) A separate Public Art project(s) approved by the RDA and GBPAC; or
 - d) Funds for design and maintenance of Public Art, or any combination of the alternatives herein; and
 4. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III.
- E. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or materially and adversely affect the Concept Plan. The RDA will make all reasonable efforts to

determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.

- F. Compliance with Planning, Zoning, Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:
1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
 2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.
 3. Developer shall have obtained the approval of the City, RDA, and State of Wisconsin Department of Transportation to a traffic impact analysis regarding the Project.
- G. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than April 1, 2022, proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into the Project in an amount sufficient to obtain financing for all Phase I and II Project costs. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.
- H. Proof of Financing. By no later than April 1, 2022, Developer shall have delivered proof satisfactory to the City and RDA of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.
- I. Acquisition of Property. Developer shall provide copies of deeds and such other closing documents as requested by the City or RDA regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.
- J. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
- K. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenditures as set forth in the approved Development Budget.
- L. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget

and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction, which shall be no later than May 1, 2022. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.

- M. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the Property, the Project, material developments in marketing, sale and leasing relating to the Project, and any other material matters pertaining to the interests of the City and the RDA in the Property or under this Agreement. Developer shall file with the RDA quarterly progress reports during the course of construction. Developer shall provide RDA with a copy of annual, audited financial statements for Developer through termination of this Agreement upon written request.
- N. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- O. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- P. Transfer of Sale of Project Property.
 - 1. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. The City or RDA may deny the request for any commercially reasonable reason. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.
 - 2. No Transfer to Exempt Entities. Prior to the closure of Tax Increment District No. Eighteen (18), the Property shall not be sold, transferred or conveyed to, leased or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.
- Q. Easements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.
- R. Environmental.
 - 1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of Phase One (I), Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any

Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.

2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):
 - a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property; or
 - b) Arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.
3. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:
 - a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and
 - b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.
4. Acknowledgment of Environmental Conditions. Developer understands, acknowledges, and agrees that, as between the City and Developer, Developer is solely responsible for any outstanding environmental conditions which may exist on the Property, including any which may not have been fully remediated, corrected, addressed, or brought into compliance for the purposes herein by TMD Properties as the prior owner. Developer further acknowledges and agrees that it has performed an independent environmental investigation into the condition of the Property, that it is satisfied with the results of such investigation, and has

resolved all potential liability and remediation requirements in their purchase agreement with TMD Properties.

5. Survival. The provisions of this Section shall survive the conveyance to Developer of any City and/or RDA Property.
- S. Insurance. Before commencement of construction activities on the Property, Developer shall deliver to the City and RDA certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City or RDA, which Developer is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City and RDA as additional insured parties:
 1. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer's liability coverage shall be in not less than the following limits:
 - a) Bodily Injury by Accident - \$100,000 per accident;
 - b) Bodily Injury by Disease - \$100,000 per employee; and
 - c) \$500,000 policy limit.
 2. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City or RDA. The amounts of such insurance shall be not less than the following limits:
 - a) General Aggregate Limit - \$2,000,000; Personal and Advertising Injury Limit (per person/organization) - \$2,000,000;
 - b) Bodily Injury and Property Damage - \$2,000,000 per occurrence;
 - c) Fire Legal Liability Damage Limit - \$100,000 per occurrence; and
 - d) Medical Expense Limit - \$10,000 per person.
 3. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non- owned motor vehicles. The amounts of such insurance shall be not less than the following limits:
 - a) Bodily Injury - \$250,000 per person; and
 - b) \$1,000,000 per occurrence; and Property Damage - \$250,000 per occurrence.
 4. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of \$1,000,000 for bodily injury,

personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs 1 to 3 above.

5. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.
6. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

T. General Indemnity.

1. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:
 - a) Any breach by Developer of the terms of this Agreement;
 - b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or
 - c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.
2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City or RDA, which notice shall be given by the City or RDA within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City and RDA unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City and RDA may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the City or RDA is advised in writing by its legal counsel that there is a conflict between the positions of Developer and City or RDA, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City or RDA different from or in addition to those available to Developer, then counsel for the City or RDA, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City or RDA. Developer shall not enter into any compromise or settlement without the

prior written consent of the City or RDA, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City or RDA shall be reasonable grounds for the City or RDA to refuse to provide written consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City and RDA for the reasonable fees and expenses of counsel(s) retained by the City and by RDA, and shall be bound by the results obtained by the City and RDA; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

The City's and RDA's obligations under this Agreement are conditioned upon the following:

- A. Existence. Developer shall have provided City and/or RDA a certified copy of its organizational documents and a certificate from the Department of Financial Institutions for the State of Wisconsin indicating Developer's existence and good standing.
- B. Incumbency; Due Authorization. Developer shall have provided a certificate of incumbency and resolutions of the company, demonstrating Developer has been duly authorized to enter into this Agreement and authorizing the person signing this Agreement to execute and deliver it to the City and/or RDA, and to bind Developer to its terms.
- C. No Violation or Default. Developer shall not be in violation of any of its governing documents or other contracts subject to this Agreement or of any other agreement between Developer and the City and/or RDA.
- D. Insurance. Developer shall have delivered to the City and/or RDA certificates of all insurance required under this Agreement.
- E. TID District. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

The obligations of Developer under this Agreement are conditioned upon the following:

- A. TID. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.
- B. Due Authorization. The City Council of the City shall have passed a resolution on due notice, authorizing the City to enter into this Agreement and authorizing the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.

VII. REPRESENTATIONS, WARRANTIES AND COVENANTS

Developer represents and warrants to the City and RDA as follows:

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and RDA, as the case may be, and are true and correct and there has been no material change in any of the same.
- B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.
- C. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
- D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property when and as the same become due.
- E. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City or RDA pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.
- F. Good Standing. Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
- G. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
- H. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.
- I. No Litigation. There is no litigation or proceeding pending or, to the best of Developer's knowledge, threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.
- J. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.

- K. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.
- L. Fees or Commissions. Neither the City nor RDA shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.

VIII. DEFAULT

- A. Developer Default. Each of the following shall be an Event of Default by Developer:

1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of ten (10) days after its due date;
2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City or RDA; provided, however, if such cure cannot reasonably be accomplished within such thirty days and the delay in cure does not materially impair the financial interests of the City or RDA, and if Developer promptly commences cure within the initial thirty days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days, for a total of ninety (90) days to cure;
3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;
4. Fraud and Other Illicit Behavior. Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:
 - a) Fraud; or
 - b) Indecent or illicit behavior that in the determination of the City or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;
5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within sixty (60) days of the date of filing;
6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.

- B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:

1. Termination. Terminate this Agreement without further notice to Developer;

2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach;
 3. Specific Performance. Sue for specific performance;
 4. Sue for Damages. Sue for all damages caused by the Event of Default;
 5. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;
 6. Interest. Collect interest on all delinquent amounts at the rate of 12% percent per annum from the date such amount was due; and
 7. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.
 - 7.8. Personal Guarantee: The Developer shall provide a personal guarantee on any outstanding funds related to the repayment of the up-front project grant originally provided to TMD Properties, or on any other amount of funds due to the City for this project.
- C. City or RDA Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City and/or RDA to perform their obligations under this Agreement, but only after providing the City and RDA notice of such default and a failure by the City and/or RDA to commence attempts to cure such default within the thirty (30) day notice period. If the City and/or RDA, as appropriate, commences cure within the thirty day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.
- D. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City or RDA shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.
- E. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- F. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

IX. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
- I. All Qualified Expenditures have been repaid in full by Tax Increment;

2. The City closes and terminates the TID;
 3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 4. This Agreement is terminated because of an Event of Default;
 5. The parties agree in writing to terminate this Agreement.
- B. TIF Payments termination. In no event shall TIF Incentive payments continue after the earlier of:
1. Calendar year 2038;
 2. The termination date of the TID, which is currently set at 2043; or
 3. The termination of a Development Agreement if before the termination of the TID.
- C. Survival of Certain Provisions. Sections III.E, IV.E, IV.I, IV.K, IV.P.2, IV.Q, IV.R.2, IV.T, V.A, V.B, V.C, V.D, V.E, VII.C, VII.D, VII.E, VII.G, VII.K, VII.L, VIII.B, VIII.D, VIII.E, VIII.F, X.B, X.C, X.G, X.J, X.M, X.O, X.P, and X.R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

- A. Assignment. Developer may not assign its rights or obligations under this Agreement without the express prior written consent of the City and RDA, which consent shall not unreasonably withheld, conditioned, or delayed.
- B. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.
- C. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- D. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.
- E. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.

- F. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a force majeure event may not be used to avoid an Event of Default if the delay caused by the force majeure event exceeds ninety (90) days from the date the event occurred.
- G. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- H. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.
- I. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one (1) business day after deposit with a nationally recognized over-night commercial courier service, air bill pre-paid, or forty-eight (48) hours after deposit in the United States mail postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

To the City: City of Green Bay
 Attn: City Clerk
 100 North Jefferson Street
 Green Bay, WI 54301

To RDA: Redevelopment Authority of the City of Green Bay
 Attention: Executive Director
 100 North Jefferson Street, Room 608
 Green Bay, WI 54301

To the Developer: TOONEN PROPERTIES
 Attention: John Van Dyck
 2830 Curry Court, Suite 4
 Green Bay, Wisconsin 54311

The foregoing addresses shall be presumed to be correct until notice of a different address is given according to this paragraph.

- J. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- K. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- L. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.

- M. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.
- N. Recording of Agreement. The City may record this Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.
- O. Priority Over Subsequent Liens. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. Owner warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. This Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Agreement (or Memorandum thereof).
- P. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- Q. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- R. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed by duly authorized representatives of Developer, City and RDA as of the day and year first written above.

**DEVELOPER:
TOONEN PROPERTIES**

By: _____
Robert Toonen, CEO

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2017, the above named Robert Toonen, a member of TOONEN PROPERTIES, a Wisconsin corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

Signature page

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
TOONEN PROPERTIES.

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jefferies, Clerk

Signature page

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
TOONEN PROPERTIES.

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

By: _____
Gary Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director

EXHIBIT A
Legal Description

Parcel 21-301 (Original Parcel)

A parcel of land located in the Northwest 1/4 of the Southeast 1/4, Northeast 1/4 of the Southwest 1/4, Southeast 1/4 of the Northwest 1/4 and Government Lot 2 of Section 33, Township 24 North, Range 21 East, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin, described as follows:

Commencing at the East one-quarter corner of said Section 33, thence South 89°01'02" West, 1327.76 feet to the point of beginning; thence South 0°14'24" West, 288.42 feet; thence South 89°01'02" West, 1317.20 feet; thence North 66°30' West, 115.50 feet; thence North 25°00' West, 132.00 feet; thence North 13°00' East, 123.58 feet; thence North 89°01'02" East, 108.42 feet; thence North 0°14'24" East, 1087.82 feet; thence North 85°25'24" East, 509.24 feet; thence North 3°53'07" West, 250.02 feet to a point on the Southerly right-of-way of University Avenue; thence along said right-of-way North 85°25'24" East, 50.00 feet; thence South 3°53'07" East, 250.02 feet; thence North 85°25'24" East, 409.69 feet; thence South 49°59'02" East, 467.82 feet; thence South 0°00'33" West, 841.55 feet; thence North 89°01'02" East, 15.14 feet to the point of beginning.

EXCEPTING THEREFROM that part described in Jacket 5164 Records, Image 27 described as follows:

That part of the Northeast 1/4 of the Southwest 1/4, Section 33, Township 24 North, Range 21 East, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin, described as follows:

Beginning at the Northeast corner of said Northeast 1/4 of the Southwest 1/4 and running thence Southerly along the East line of said Northeast 1/4 of the Southwest 1/4 288.42 feet (4.37 chains); thence North 66°30' West 115.50 feet (1.75 chains); thence North 25°00' West 132.00 feet (2 chains); thence North 13°00' East to the North line of said Northeast 1/4 of the Southwest 1/4; thence Easterly along said North line to the point of beginning. Also, that part of the Northwest 1/4 of the Southeast 1/4 said Section 33, Township 24 North, Range 21 East, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin, lying North of a line 288.40 feet South of and parallel to the North line of said Northwest 1/4 Southeast 1/4.

Note: A CSM or plat will be required showing the creation of the new project parcel and the land being retained by TMD Properties.

EXHIBIT B Preliminary Concept Plan

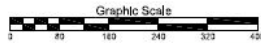
University Heights @ Baird Creek

Preliminary Planned Unit Development
- 2580 University Avenue -

Owner and Developer
TMD Properties LLC
877 Barker Rd Ste 250
Green Bay, WI 54304



	Unit Count By Phase	
	Urban Lofts and Apartments	Senior Focused Residential Units
Phase I	48	0
Phase II	86	0
Phase III	0	96
Phase IV	90	0
Total	224	96



PROJECT NO.
1514
SHEET NO.
1 OF 1
DRAWING NO.
S-2754

RE Commercial

Mau & Associates
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Fax: 920-434-9672

Site Plan

SCALE
1"=50'
DATE
04/21/17

July 27, 2021

TMD Properties, LLC
Attn: Todd M. DeVillers
677 Baeten Road
Green Bay, WI 54304

VIA CERTIFIED MAIL

Re: Notice of Termination; Development Agreement 17-01, JBS/Packerland Packing Site Redevelopment

Dear Mr. DeVillers:

The purpose of this correspondence is to provide you with written notice of termination of the Development Agreement 17-01 entered into between TMD Properties, LLC (“Developer”), the City of Green Bay (“City”), and the Redevelopment Authority of the City of Green Bay (“RDA”) dated May 16, 2017 pertaining to the JBS/Packerland Packing Site Redevelopment (“Agreement”).

Following the City’s notice of default dated last September, the parties have entered into negotiations for a new developer to develop the property. The City and RDA are amenable to this resolution, which is presented as follows:

1. TMD currently owns parcel no. 21-301 located at 2580 University Avenue and made up of approximately 33.260 acres. TMD Properties will subdivide parcel no. 21-301 into two parcels.
2. The first parcel will be retained by TMD Properties and is made up of that portion of the development which has already been completed pursuant to the Agreement. This parcel will consist of approximately 3.9 acres of parcel no. 21-301.
3. The second parcel will consist of approximately 29.4 acres.
4. The City will enter into an agreement with the new developer for development of the second parcel.
5. TMD will convey this parcel to the new developer.

Upon execution of a development with the new developer, and conveyance of the parcel to the developer by TMD, both of which conditions must be completed by December 31, 2021, the Agreement will automatically terminate, and no further action will be taken against TMD based on the default.

TMD Properties, LLC
July 27, 2021
Page Two

This automatic termination is conditional, and failure of either of these conditions by the date set forth above shall void this notice of termination. In such instance, the City and RDA shall retain all rights with respect to the notice of default previously sent, and may pursue any remedies available to them.

Thank you for your attention to this matter.

Sincerely,

Vanessa R. Chavez
City Attorney

cc: Neil Stechschulte, Development Director



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

August 3, 2021

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # L.2

To approve the amendment to the development agreement with Whitney School Development, LLC to advance the first PayGo TIF payment to the Developer to 2021, subject to 1) confirmation of available cash flow in TID 20, and 2) that the Developer has met its other obligations under the current development agreement, for the Whitney School Apartments (Lofts) development at 215 N. Webster Avenue (Parcel 9-112).

The Council may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons, 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 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

In April of 2018, the RDA and Whitney School Development, LLC entered into a development agreement for TIF assistance for the renovation of Whitney School into 23 market rate apartments for 80% of the new tax increment up to \$800,000.00 on a PayGo basis. The projected valuation of the project was \$2.5 million. The project has been completed, and occupancy permits for the project were issued in January 2020. Per the development agreement, this would designate January 1, 2021 as the full assessment date with the associated taxes being paid in 2022, which would also therefore be the first year that the PayGo TIF payment would be made available to the developer.

As the project was substantially complete at the end of 2019, the assessed value also increased substantially despite not being fully completed. The Developer has stated that the assessed values have increased as follows:

- January 1, 2019: \$550,900.00
- January 1, 2020: \$2,098,300.00
- January 1, 2021: \$2,238,000.00

The Developer is requesting that the first PayGo payment be made in 2021.

The Finance Department has verified that there is adequate cash flow to begin payments in 2021.

RECOMMENDATION

Staff recommends approval of the amendment to advance the first PayGo TIF payment to the Developer to 2021, subject to 1) confirmation of available cash flow in TID 20, and 2) that the Developer has met its other obligations under the current development agreement, and requests that the RDA direct staff to prepare a formal amendment to the development agreement for RDA review and consideration.

FISCAL IMPACT

Staff has confirmed that adequate cash flow in TID 20 is available, and does not anticipate any negative financial impacts. The cap of \$800,000.00 of TIF assistance does not change..

ATTACHMENTS

1. 8 - Whitney School - A - 9-112 - 181005 - Development Agreement - Executed
2. GB Letter MKE View Whitney School Lofts Amendment Request
3. Whitney School Loft Development Agreement - Second Amendment 07232021



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 18-01-A
WHITNEY SCHOOL APARTMENTS

This Development Agreement is made this 13 day of APRIL, 2018,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and Whitney School Development, LLC a Wisconsin limited liability company ("Developer").

RECITALS

- A. Developer has proposed to acquire and develop certain real property, identified for real estate tax purposes and address as:

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>
9-112	215 N. Webster Avenue	1.207

- B. The parcels listed above, along with a twelve (12)-foot-wide Public Alley east of Van Buren Street and west of Webster Avenue, which connects Pine Street on the north to Cherry Street on the south, shall be referred to as the "Property." The Property comprises approximately [1.207] acres of land. A legal description of the Property is herein attached as EXHIBIT A. Should the boundaries of the Property change, the Developer shall cause a certified survey map to be prepared, approved and recorded with the Brown County Register of Deeds.
- C. Developer intends to complete a Project, which consists of renovating the historic Whitney School into twenty-three (23) market-rate rental apartments of one (1) or two (2) bedrooms, with refurbished terrazzo floors, new appliances, high-efficiency heating and cooling, and entertainment and fitness amenities. The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT B.
- D. As of January 1, 2018, the Property has an aggregate assessed value of six hundred and forty-two thousand, three hundred dollars (\$642,300.00), which based on the assessed tax rates in effect as of January 1, 2018, the Property yields approximately:
1. \$14,638.00 in total real estate taxes annually (assessed mill rate of \$22.79);
 2. \$14,638.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
 3. \$5,793.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).
- E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property on January 1, 2020 to be two million, five hundred thousand dollars (\$2,500,000.00), which is anticipated to yield approximately:
1. \$56,975.00 in total real estate taxes annually (assessed mill rate of \$22.79);

2. \$56,975.00 in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$22.79); and
3. \$22,550.00 in real estate taxes to the City of Green Bay annually (assessed mill rate of \$9.02).

The City Assessor or his/her designee may not use this Agreement or any provisions herein as the sole basis to determine the value of the Project.

- F. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create a new conservation and rehabilitation or blight Tax Increment District ("TID 20" or the "TID"), effective January 1, 2018, which includes the Property and adjacent property, and which will provide part of the financing for certain costs of the Project.
- G. Developer has requested Tax Incremental Finance ("TIF") assistance from the City and RDA with regard to certain expenses, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that neglected historic structures will be rehabilitated, the physical environment will be enhanced, the range of residential real estate products will be increased, and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

I. PURPOSE

- A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City or RDA, including but not limited to adopted or approved plans or specifications on file with the City or RDA, along with all of the Recitals set forth above, shall be incorporated into this Agreement by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Agreement.
- B. Implementation Schedule. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City and RDA, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.

- C. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City or RDA, granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City and RDA will take the necessary action to amend any conflicting approvals or conditions.
- D. Purpose of the Agreement. In order to cause the Project to occur and to induce Developer to undertake the Project, to promote community development, industry and job creation and to expand and enhance the tax base within the City, the City intends to provide the TIF Incentives as set forth in this Agreement. The City intends to recover its costs through the Available Tax Increment generated by the Property. The parties intend to enter into this Agreement to record the understandings and undertakings of the parties and to provide a framework within which the Project may proceed.

II. DEFINITIONS; EXHIBITS

Whenever in this Agreement a pronoun is used it shall be construed to represent either the singular or the plural, masculine or feminine, as the case shall demand. As used in this Agreement, the following terms, when having an initial capital letter, shall have the following meanings:

- A. "Agreement" means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- B. "Annual Assessed Value" means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. "Available Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the base value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the City. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.
- D. "Base Value" means the aggregate assessed value of the Property when the TID was created, which shall be five hundred fifty thousand, nine hundred dollars (\$550,900.00). Any change to the boundary of the Property, through a certified survey map or other means, shall not change on the Base Value.
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.
- G. "Developer" means Whitney School Development, LLC or any assignee of the same.
- H. "Future Project" means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.
- I. "Plans and Specifications" means the plans and specifications developed for the Project.

- J. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- K. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- L. "Project" means the Project as defined in the Recitals.
- M. "Public Improvements" means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, without limitation:
 - 1. road, pedestrian, and bicycle improvements; and
 - 2. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and
 - 3. telephone, high-speed cable, and related technology infrastructure; and
 - 4. natural gas, electrical power, and other public utilities; and
 - 5. any related engineering, grading, erosion control, and landscaping.
- N. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section III. B. 2.
- O. "Special Assessment" means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.
- P. "Special Charge" means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.
- Q. "Tax Increment" means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year's equalized value of all taxable property in the TID.
- R. "TID" means Tax Increment District Number Twenty ("TID 20" or the "TID"), of the City of Green Bay, for which the Developer requests that the RDA and City ask the Joint Review Board (JRB) to create this new conservation and rehabilitation or blight TID, effective January 1, 2018, which includes the Property, and which will provide part of the financing for certain costs of the Project.
- S. "TIF" means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- T. "TIF Incentive" means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. TAX INCREMENT FINANCING

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the "but for" test, that is, that but for the

City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer's qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.

B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be:

I. PAYGo Reimbursement. The City shall provide an TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:

- a) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.
- b) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.
- c) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the Available TIF Increment.
- d) The City shall make available not more than eighty percent (80%) of the Available TIF Increment to the Developer, subject to the limitations in III. C.
- e) PAYGo. Commencing in the year after the first occupancy permit for the Project has been issued, reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2019, the TIF Increment would be determined as of January 1, 2020 and the PAYGo reimbursement would first be payable in 2021.

2. Qualified Expenditures. The TIF Incentive shall only fund:

- a) Public Improvements, as defined in Section II. M., and environmental remediation and asbestos abatement as required by State and Federal law;
- b) "Private Improvements" specifically approved by the City or RDA as stated in Section IV. C.

3. Assignment. Developer may assign any of its payment rights hereunder to any future purchaser or developer of any part of the Property upon approval of the RDA, provided however, that the City shall be obligated only to disburse TIF Incentives to the party with whom the City has an agreement. It shall be incumbent upon Developer to enter into a separate agreement with any third parties if it intends to assign its payment rights hereunder, or seek either reimbursement or allocation of any Incremental Property Value and guaranteed aggregate assessed value generated by any third party purchaser and/or developer of any part of the Property.

C. Limitations. The TIF Incentive available to Developer for the Project is limited as follows:

1. Monetary Limitation. The TIF Incentive in any year shall not exceed eighty percent (80%) of the Available Tax Increment for the Property.
2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the lesser of eight hundred thousand dollars (\$800,000.00) or the total amount of Qualified Expenses incurred and paid by Developer.
3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, TIF Incentive payments shall be made within thirty (30) days after Developer has paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year, provided, however, in no event shall TIF Incentive payments continue after the earlier of:
 - a) the termination date of the TID;
 - b) or the termination of this Agreement if before the termination of the TID.

D. No General Obligation of City. The City's obligation to make TIF Incentive payments shall be a special and limited obligation only and shall not be considered a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of such amounts. The City shall take no action to dissolve the TID before payment of all TIF Incentive payments due to the Developer, subject to the provisions of this Agreement. In no circumstances shall amounts to be paid Developer hereunder be considered an indebtedness of the City, and the obligation of the City hereunder is limited to the Available Tax Increment appropriated and received by the City. Amounts due hereunder shall not count against the City's constitutional debt limitation, and no taxes will be levied for its payment or pledged to its payment other than from the Available Tax Increment.

E. Other Grants and Credits. The City and RDA, as appropriate and in its sole discretion, may also apply for such other grants and credits in regard to the Project as they shall deem appropriate for the benefit of the Project and as may be required to achieve necessary financing for the Project, provided, however, the City and RDA make no representations or warranties about the availability of such grants and credits or whether any such grants or credits that may be available will be awarded.

IV. OBLIGATIONS OF DEVELOPER

A. Concept Plan. Prior to October 31, 2018, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in this Agreement.

B. Construction Documents. Prior to October 31, 2018, and prior to commencement of construction of any Phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval. The Construction Documents shall include:

1. Plans and specifications for structural, mechanical and electrical systems, materials; and
 2. Full-color elevations for all sides of all proposed structures; and
 3. Descriptions and actual samples of all exterior building materials; and
 4. Descriptions and photographic examples of interior finishes; and
 5. Other such essential items as may be determined by the RDA to be appropriate.
- C. Development Budget. Prior to October 31, 2018, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval. The Development Budget shall include:
1. Not less than five million, five hundred thousand dollars (\$5,500,000.00) in "hard" construction costs for the entire Project; and
 2. A line item of not less than ten percent (10%) of total Project costs for cost overruns and change orders; and
 3. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive, as identified in Section III. B. 2.
- D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.
- E. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:
1. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.
 2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.

- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than October 31, 2018, proof of equity of not less than five percent (5%) in an amount sufficient to obtain financing for all Project costs.
- G. Proof of Financing. By no later than October 31, 2018, Developer shall have delivered proof satisfactory to the City and RDA of financing which will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.
- H. Acquisition of Property. By no later than October 31, 2018, Developer shall have closed on the purchase of all of the parcels comprising the Property and all of the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as requested by the City or RDA regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.
- I. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
- J. Certified Survey Map. Prior to October 31, 2018 Developer shall cause a certified survey map to be prepared, approved by the City, RDA, and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.
- K. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.
- L. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction, which shall be no later than December 31, 2018. Construction of the Whitney School apartments shall be completed no later than December 31, 2019. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.
- M. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement. Upon request of the RDA, Developer shall submit progress reports during the course of construction. Upon request of the RDA, Developer shall submit a copy of annual, audited financial statements for Developer through termination of this Agreement.
- N. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- O. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- P. Transfer or Sale of Project Property.

- I. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. The City or RDA may deny the request for any commercially reasonable reason. This prohibition shall not be deemed to prohibit or restrict leasing to tenants or granting any other right to occupy and use any portion or portions of the Property. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.
2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.

Q. Easements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.

R. Environmental.

- I. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of construction, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. Developer shall provide the City and RDA with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.
2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):
 - a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property prior to or during Developer's ownership or occupancy of the Property; or
 - b) Arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.

3. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:

- a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and
- b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.

4. Survival. The provisions of this Section shall survive the conveyance to Developer of any City and/or RDA Property.

S. Insurance. Before commencement of construction activities on the Property, Developer shall deliver to the City and RDA certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City or RDA, which Developer is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City and RDA as additional insured parties:

1. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer's liability coverage shall be in not less than the following limits:

- a) Bodily Injury by Accident - \$100,000.00 per accident;
- b) Bodily Injury by Disease - \$100,000.00 per employee; and
- c) \$500,000.00 policy limit.

2. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City or RDA. The amounts of such insurance shall be not less than the following limits:

- a) General Aggregate Limit - \$2,000,000.00; Personal and Advertising Injury Limit (per person/organization) - \$2,000,000.00;
 - b) Bodily Injury and Property Damage - \$2,000,000.00 per occurrence;
 - c) Fire Legal Liability Damage Limit - \$100,000.00 per occurrence; and
 - d) Medical Expense Limit - \$10,000.00 per person.
3. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non-owned motor vehicles. The amounts of such insurance shall be not less than the following limits:
- a) Bodily Injury - \$250,000.00 per person; and
 - b) \$1,000,000.00 per occurrence; and Property Damage - \$250,000.00 per occurrence.
4. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of \$1,000,000.00 for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. S. 1. to IV S. 3. above.
5. Builder's Risk Insurance. Before commencing construction of any improvements on the Property and during any construction activities contemplated by this Agreement, Developer shall obtain and keep in full force and effect and all builders risk insurance policy for all portions of the Property with coverage equal to the total amount of the construction contracts for all such construction activities. Nothing in this Agreement is intended to relieve Developer of its obligation to perform under this Agreement and, in the event of loss, Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.
6. Fire and Casualty Insurance. Developer shall obtain and keep in full force adequate fire and casualty insurance with coverage in an amount equal to the assessed value of such improvements. In the event of loss the Developer shall use the proceeds of such insurance to promptly reconstruct the damaged or lost improvements.

T. General Indemnity.

1. Protection Against Losses. Developer shall indemnify, defend and hold harmless the City, RDA, and their respective officers, employees, agents, attorneys, insurers and the successors and assigns of all of the foregoing, from any and all liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:
- a) Any breach by Developer of the terms of this Agreement;
 - b) Any non-compliance with laws, ordinances, rules or regulations applicable to Developer's obligations under this Agreement; or

- c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from Developer's failure to comply with its obligations under this Agreement or otherwise.
2. Indemnification Procedures. Developer shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City or RDA, which notice shall be given by the City or RDA within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate Developer's indemnification obligations to the City and RDA unless, and only to the extent to which, such failure has substantially prejudiced Developer. Notwithstanding the foregoing, in its sole discretion and at its expense, the City and RDA may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which either of them is entitled to indemnification by Developer; provided, however, that if the City or RDA is advised in writing by its legal counsel that there is a conflict between the positions of Developer and City or RDA, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City or RDA different from or in addition to those available to Developer, then counsel for the City or RDA, at Developer's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City or RDA. Developer shall not enter into any compromise or settlement without the prior written consent of the City or RDA, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City or RDA shall be reasonable grounds for the City or RDA to refuse to provide written consent to a compromise or settlement. If Developer does not assume the defense of such claim, suit or action, Developer shall reimburse the City and RDA for the reasonable fees and expenses of counsel(s) retained by the City and by RDA, and shall be bound by the results obtained by the City and RDA; provided, however, that no such claim, suit or action shall be settled without Developer's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against Developer shall be reasonable grounds for Developer to refuse to provide written consent to a compromise or settlement.

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

The City's and RDA's obligations under this Agreement are conditioned upon the following:

- A. Existence. Developer shall have provided City and/or RDA a certified copy of its organizational documents and a certificate from the Department of Financial Institutions for the State of Wisconsin indicating Developer's existence and good standing.
- B. Incumbency; Due Authorization. Developer shall have provided a certificate of incumbency and resolutions of the company, demonstrating Developer has been duly authorized to enter into this Agreement and authorizing the person signing this Agreement to execute and deliver it to the City and/or RDA, and to bind Developer to its terms.
- C. No Violation or Default. Developer shall not be in violation of any of its governing documents or other contracts subject to this Agreement or of any other agreement between Developer and the City and/or RDA.
- D. Insurance. Developer shall have delivered to the City and/or RDA certificates of all insurance required under this Agreement.

- E. TID District. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

The obligations of Developer under this Agreement are conditioned upon the following:

- A. TID. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.
- B. Due Authorization. The City Council shall consent to the City entering into this Agreement and shall authorize the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.
- C. Governmental Approvals. Developer shall have obtained final approval by all governmental bodies with jurisdiction over all approvals necessary to facilitate the development of the Project.
- D. Project Financing. Developer shall have obtained equity and financing for development of the Project in amounts sufficient to complete the Project according to the plans and specifications.

VII. REPRESENTATIONS, WARRANTIES AND COVENANTS

Developer represents and warrants to the City and RDA as follows:

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and RDA, as the case may be, and are true and correct and there has been no material change in any of the same.
- B. No Material Change in Developer Operations. There has been no material change in the business operations of Developer since the date the parties began negotiation to enter into this Agreement.
- C. Compliance with Zoning. The Property now conforms and will continue to conform at all times and in all respects with applicable zoning and land division laws, rules, regulations and ordinances.
- D. Payment. Developer shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. Developer shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by Developer posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. Developer shall pay all other obligations relating to the Project, including all creditors holding liens or mortgages against the Property when and as the same become due. Developer will pay all taxes and assessments levied against the Property when and as the same become due.
- E. Certification of Facts. No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer to the City or RDA pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.

- F. Good Standing. Developer is a limited liability company organized and existing in good standing under the laws of the State of Wisconsin and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business.
- G. Due Authorization. The execution, delivery and performance of this Agreement and all other agreements requested to be executed and delivered by Developer hereunder have been duly authorized by all necessary company action of Developer and constitute valid and binding obligations of Developer, in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.
- H. No Conflict. The execution, delivery, and performance of the obligations of Developer pursuant to this Agreement will not violate or conflict with the Articles of Organization or Operating Agreement of Developer or any indenture, instrument or material agreement by which Developer is bound, nor will the execution, delivery, or performance of obligations of Developer pursuant to this Agreement violate or conflict with any law applicable to Developer.
- I. No Litigation. There is no litigation or proceeding pending or threatened against or affecting Developer or the Property that would adversely affect the Project, Developer or the priority or enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement.
- J. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and Developer is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which Developer is a party or an obligor.
- K. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.
- L. Fees or Commissions. Neither the City nor RDA shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.

VIII. DEFAULT

- A. Developer Default. Each of the following shall be an Event of Default by Developer:
 - 1. Failure to Make Payment. Developer fails to make any payment required and such failure continues for a period of thirty (30) days after its due date;
 - 2. Failure to Abide by Other Terms. Developer fails to perform any other of its obligations under this Agreement and such failure continues for a period of thirty (30) days from the date of notice from the City or RDA; provided, however, if such cure cannot reasonably be accomplished within such thirty (30) days and the delay in cure does not materially impair the financial interests of the City or RDA, and if Developer promptly commences cure within the initial thirty (30) days and diligently pursues cure thereafter, Developer shall have a reasonable time, not to exceed sixty (60) days after the initial thirty (30) days, for a total of ninety (90) days to cure;

3. Misrepresentation. Any representation or warranty of Developer in this Agreement or any agreement contemplated by this Agreement is untrue in any material respect;
 4. Fraud and Other Illicit Behavior. Developer or any of its members is convicted of, pleads no contest to, or enters into any other agreement other than a dismissal with no conditions as to any allegation of:
 - a) Fraud; or
 - b) Indecent or illicit behavior that in the determination of the City or RDA would threaten the reputation of Developer or its ability to complete the Project according to the requirements of this Agreement;
 5. Insolvency. Developer or any guarantor of the obligations of Developer hereunder is insolvent or becomes the subject of a petition in bankruptcy, a receivership, a composition or any other proceeding designed for the benefit of creditors generally that is not dismissed within ninety (90) days of the date of filing;
 6. Involuntary Liens. Any lien is imposed upon the Property involuntarily due to the acts or omissions of Developer and such lien is not removed within sixty (60) days of it being imposed upon the Property.
- B. Remedies Upon Default. In the event of the occurrence of an Event of Default by Developer, the City may in its discretion:
1. Termination. Terminate this Agreement without further notice to Developer;
 2. Offset and Recoupment. Offset or recoup against any amounts that may then or thereafter come due from the City or RDA to Developer, whether under this Agreement or otherwise, an amount of damages reasonably estimated by the City or RDA resulting from Developer's breach;
 3. Specific Performance. Sue for specific performance;
 4. Sue for Damages. Sue for all damages caused by the Event of Default;
 5. Other Remedies. Pursue any other remedies available to the City or RDA at law or in equity;
 6. Interest. Collect interest on all delinquent amounts at the rate of twelve percent (12%) per annum from the date such amount was due; and
 7. Costs and Attorney Fees. Collect all costs and fees, including reasonable attorney fees incurred by the City and RDA, or either of them, by virtue of the Event of Default.
- C. City or RDA Default. Developer shall have all rights and remedies available under law or equity with respect to any failure of the City and/or RDA to perform their obligations under this Agreement, but only after providing the City and RDA notice of such default and a failure by the City and/or RDA to commence attempts to cure such default within the thirty (30)-day notice period. If the City and/or RDA, as appropriate, commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.

- D. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City or RDA shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.
- E. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- F. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

IX. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
1. All Qualified Expenditures have been repaid in full by Tax Increment;
 2. The City closes and terminates the TID;
 3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 4. This Agreement is terminated because of an Event of Default;
 5. The parties agree in writing to terminate this Agreement.
- B. TIF Payments Termination. TIF payments shall terminate at the termination date of the TID; or the termination of this Agreement if before the termination of the TID.
- C. Survival of Certain Provisions. Sections III. D., IV. E., IV. I., IV. K., IV. P. 2., IV. Q., IV. R. 2., IV. T., V. A., V. B., V. C., V. D., V. E., VII. C., VII. D., VII. E., VII. G., VII. K., VII. L., VIII. B., VIII. D., VIII. E., VIII. F., X. B., X. C., X. G., X. J., X. M., X. O., X. P., and X. R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

- A. Assignment. Developer may not assign its rights under this Agreement without the express prior written consent of the City and RDA, until the obligations of the Developer under Section III hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by Developer only upon the prior, written consent of the City and RDA, which shall not be unreasonably withheld.
- B. Nondiscrimination. In the performance of work under this Agreement, Developer shall not discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or

religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

- C. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and Developer shall not seek or claim any such personal liability.
- D. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement. No official or employee of the City or RDA shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City or RDA, or for any amount that becomes due to the Developer or its successors under this Agreement.
- E. Relationship of Parties. The City and the RDA are not partners or joint venturers with Developer in the Project or otherwise. Under no circumstances shall the City or RDA be liable for any of the obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.
- F. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.
- G. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- H. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.
- I. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one (1) business day after deposit with a nationally recognized over-night commercial courier service, air bill pre-paid, or forty-eight (48) hours after deposit in the United States mail postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

To the City: City of Green Bay
 Attn: City Clerk
 100 North Jefferson Street

Green Bay, WI 54301

To RDA: Redevelopment Authority of the City of Green Bay
 Attention: Executive Director
 100 North Jefferson Street, Room 608
 Green Bay, WI 54301

To the Developer: Whitney School Development, LLC
 c/o Milwaukee View, LLC
 Attention: Lindsey Bovinet
 225 E. St. Paul Avenue, Suite 200
 Milwaukee, WI 53202

With Copy to: Reinhart Boerner van Deuren, s.c
 Attention: William R. Cummings, Esq.
 1000 N. Water Street, Suite 1700
 Milwaukee, WI 53202

The foregoing addresses shall be presumed to be correct until notice of a different address is given according to this paragraph.

- J. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- K. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- L. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.
- M. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.
- N. Recording of Agreement. The City may record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.
- O. Priority Over Subsequent Liens. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. Owner warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Development Agreement is recorded other than mortgages or encumbrances for the purchase of the Property and to finance costs of constructing the Project. This Development Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).

- P. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- Q. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- R. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

Signature page 1 of 3

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed by duly authorized representatives of Developer, City and RDA as of the day and year first written above.

DEVELOPER:
MKE VIEW, LLC

By:



LINDSEY S. BOVINET
Print Name and Title
MEMBER

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)



Personally came before me this 17th day of September 2018, the above named Lindsey S. Bovinet, a member of MKE VIEW, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Brittany Meister
* ~~1-9-22~~ Brittany Meister
Notary Public, Milwaukee County, Wisconsin
My Commission Expires 1-9-22

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
and WHITNEY SCHOOL DEVELOPMENT, LLC

By: Kris A. Teske
Kris A. Teske, Clerk

[illegible]

Personally came before me this 10th day of August 2018, the above named James Schmitt and Kris A. Teske, on behalf of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Jean Semenuk
* Jean Semenuk
Notary Public, Brown County, Wisconsin
My Commission Expires 7/13/20

Signature page 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
and WHITNEY SCHOOL DEVELOPMENT, LLC

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

By:

Gary G. Delveaux
Gary Delveaux, Chair

Attest:

Kevin J. Vonck
Kevin J. Vonck, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this 21st day of August 2018, the above named
Gary J. Delveaux and Kevin J. Vonck, on behalf of the Redevelopment
Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person
who executed the foregoing instrument and acknowledged the same.



Jean Semenuk
* Jean Semenuk
Notary Public, Brown County, Wisconsin
My Commission Expires 7/13/20

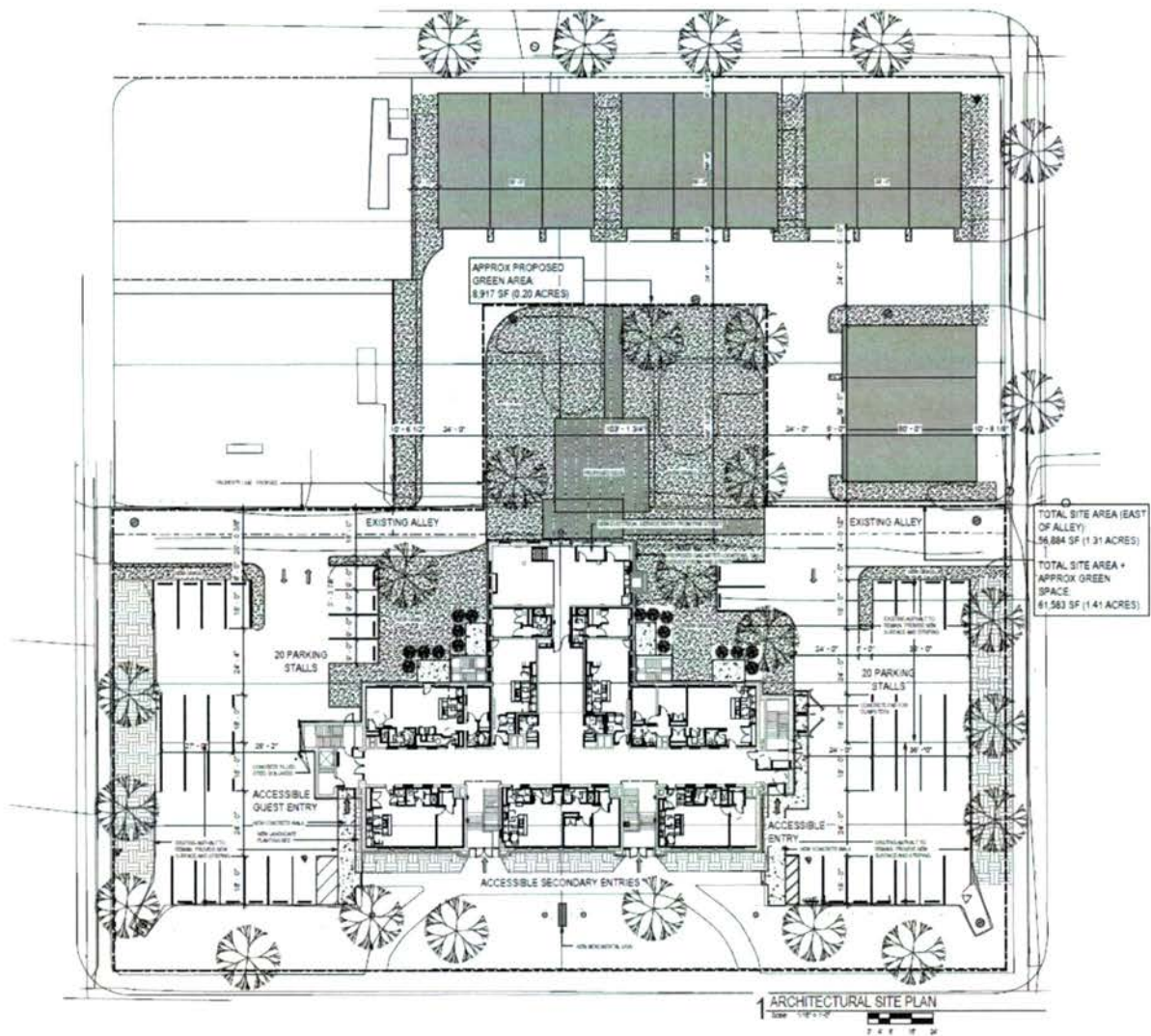


EXHIBIT A
Legal Description

215 N. Webster Avenue (Tax Parcel 9-112)

Lots 496, 497, 498, 565, 566, and 567, according to the recorded Plat of Navarino, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin, Also the Easterly $\frac{1}{2}$ (one-half) of the Vacated Alley lying westerly of said Lots 498 and 565 as described in Brown County Document Number 2797289.

EXHIBIT B
Preliminary Concept Plan





July 6, 2021

Neil Stechschulte
Development Director
City of Green Bay, Wisconsin

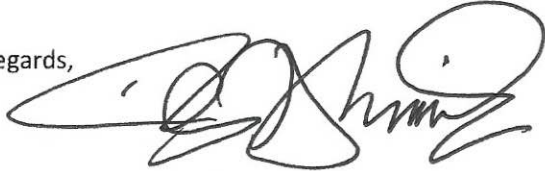
Thank you for your support in the development of Whitney School Lofts. As you know the apartments were placed in service in January of 2020. It was our understanding that the PayGo TIF Increment Reimbursement would be in effect for 2020 taxes and the increment reimbursement would be paid in 2021. Whitney School Development LLC would like to request that the Development Agreement be amended to allow the 2019-2020 increment be reimbursed in 2021. Please find our explanation below with regards to our request;

- Whitney School Lofts (Whitney School Development LLC) was substantially completed December 17, 2019. Please see attached report from our contractor (CD Smith) which shows that all life/safety requirements were satisfied at that point. This allowed us to move tenants into the building by beginning of January 2020.
- Upon reaching substantial completion, we could have received a Certificate of Occupancy within 2019, however we could not do this due to restrictions related to our financing agreement with the Historic Tax Credits on the project. The Historic Tax Credits needed to be placed in service in 2020 and thus we had to hold off on receiving our full of CO until January 14, 2020. This is merely 14 days after year end 2019. Essentially due to a technicality, we could not get a CO before 2020 without jeopardizing our financing structure. We had a phone conversation with the City (in 2019) letting them know this and they understood our situation.
- Looking closer at the increment generated from beginning of construction in 2019 to the assessed value in 2020, we see that in 2019 the assessed value was \$550,900, in 2020 the assessed value was \$2,098,300, and in the 2021 the assessed value was \$2,238,000. As you can see the building was substantially complete/assessed by end of 2019, therefore there was a \$1,547,400 increment generated in 2019 compared to only a \$139,000 increment between 2020 and 2021. The main work completed in 2020 was related to landscaping on the project as we could not complete this in the winter months.
- To delay the PayGo reimbursement until next year would be a detriment to the project as we would be out of formula with HUD. Based on our HUD loan, the lender is

expecting this reimbursement starting in 2021 as it would go towards our debt service payment. We are hoping a technicality in delay of CO by 14 days does not put us in default with HUD.

We appreciate your consideration in this matter and thank you for your continued support. We look forward to working with you on this and other projects!

Regards,

A handwritten signature in black ink, appearing to read 'Lindsey Bovinet', with a large, stylized initial 'L' and 'B'.

Whitney School Development LLC
Lindsey Bovinet



City of Green Bay
Department of Community and Economic Development

**SECOND AMENDMENT TO
DEVELOPMENT AGREEMENT 18-01-A
WHITNEY SCHOOL APARTMENTS**

This Second Amendment to Development Agreement (“Amendment”) is made this _____ day of _____, 2021, by THE CITY OF GREEN BAY, a Wisconsin municipal corporation (“City”), THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY (“RDA”), and WHITNEY SCHOOL DEVELOPMENT LLC a Wisconsin limited liability company (“Developer”).

RECITALS

- A. The City, RDA, and Whitney School Development LLC entered into a Development Agreement (“Original Agreement”) dated April 18, 2018.
- B. The parties entered into the First Amendment to Development Agreement dated _____, which amended the Original Agreement (“First Amendment”).
- C. The City, RDA, and Whitney School Development LLC desire to amend the Development Agreement as set forth in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

AGREEMENTS

- A. Article III.B.I.b of the Original Agreement is hereby deleted in its entirety and replaced with the following:
 - b) Commencing in 2020, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.
- B. Article III.B.I.e of the Original Agreement is hereby deleted in its entirety and replaced with the following:
 - e) PAYGo. PAYGo reimbursement shall commence in the year 2021, and reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, for 2021, the TIF Increment will be determined as of January 1, 2020.

- C. Amendment. Except as set forth in this Second Amendment, the Original Agreement and the First Amendment remain as executed and are in full force and effect.
- D. Recording of Amendment. The City may record this Amendment or a Memorandum of this Amendment with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, Developer shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.
- E. Signatures and Counterparts. This Amendment may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed by duly authorized representatives of Developer, City and RDA as of the day and year first written above.

[Signature pages follow]

Signature page 1 of 4

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed by duly authorized representatives of Developer, City and RDA as of the day and year first written above.

**DEVELOPER:
WHITNEY SCHOOL DEVELOPMENT LLC**

By: _____

Print Name and Title

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF _____)

Personally came before me this _____ day of _____ 2021, the above named _____, a member of WHITNEY SCHOOL DEVELOPMENT LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin

My Commission Expires _____

Signature page 2 of 4

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
and WHITNEY SCHOOL DEVELOPMENT LLC

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2021, the above named
_____ and _____, on behalf of the City of Green
Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing
instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

Signature page 3 of 4

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY,
and WHITNEY SCHOOL DEVELOPMENT LLC

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2021, the above named
_____ and _____, on behalf of the Redevelopment
Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person
who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

WHITNEY SCHOOL MM LLC

By: _____
Lindsey Bovinet, Manager

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF _____)

Personally came before me this _____ day of _____ 2021, the above named Lindsey Bovinet, the manager of WHITNEY SCHOOL MM LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

* _____
Notary Public, _____ County, Wisconsin
My Commission Expires _____



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

August 3, 2021

PREPARED BY

AGENDA ITEM # M.1

To approve the continuation of the St. John's Homeless Support Program at St. John's Park through November 1, 2021.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

August 3, 2021

PREPARED BY

AGENDA ITEM # M.2

To receive and place on file the request by Ald. Lefebvre and Ald. Stevens for the Parks Department to use best practices for grass cutting, which includes no cutting when there is no rain for 2 weeks and to set the cutting height between 2-3 inches.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2021-07-09 Dist 5 and 6 to Parks



Alders' Petitions and Communications

Name:

Committee Name:

Today's Date: 07/07/2021

Text of Communication:

To Parks -- Asking the use of best practices for grass cutting.

1- Stop cutting when there is no rain for 2 weeks.

2- Cutting height between 2-3 inches (3 " best --not the 1" presently)

Keeping grass longer dicourages weeds (less need for chemicals) and grass grows longer roots which allows it to handle dry periods better. Lawn mowers polute more than cars and you are wasting gas cutting when the grass is not growing. Also, the longer the grass, the slower it grows, less cutting.

Alder's Lefebvre & Stevens

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



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

August 3, 2021

PREPARED BY

AGENDA ITEM # M.3

To approve the Design, Construction & Dedication Agreement with the Baird Creek Preservation Foundation for the construction of the Bike Skills Course at Triangle Hill.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. BC Bike Skills Course Dedication Agreement - FINAL for Committee 7.26
2. BCP Skills Park Attachment



City of Green Bay
Parks, Recreation and Forestry Department

**DESIGN, CONSTRUCTION & DEDICATION AGREEMENT
BAIRD CREEK TRIANGLE HILL – MOUNTAIN BIKE SKILLS COURSE**

This Agreement is made this _____ day of _____, 2021,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation (“City”), and Baird Creek
Preservation Foundation, (“BCPF”), a Wisconsin 501(c)(3) charitable organization.

RECITALS

- A. The City is the Owner of certain buildings and property located at 500 Beverly Road, Green Bay, WI 54301 and generally known as “Triangle Hill”. Triangle Hill is part of the Baird Creek Greenway, a rentable pavilion, a tubing/ski hill, a disc golf course and several miles of hiking/mountain bike trails.
- B. BCPF is a Wisconsin 501(c)(3) charitable organization dedicated to preserving, promoting, and enhancing the Baird Creek Greenway.
- C. The City and BCPF both desire to install a Mountain Bike Skills Course for public use.
- D. BCPF has proposed to construct a Mountain Bike Skills Course in the Baird Creek Greenway at Triangle Hill (the “Project”), and has completed all fundraising necessary to provide for such design and construction. BCPF intends to complete the Project, which shall be composed of a bike skills course built into the hillside consisting of an entrance archway, start hub, asphalt pump track, a series of ramps, berms and obstacles, hilltop beginner trail, intermediate trail built into the hillside and an advanced trail built into the hillside (the “Improvements”). The proposed Project Improvements are shown on a Preliminary Concept Plan, which is herein attached as FIGURE 1.
- E. The City has agreed to allow work to occur for these purposes, and BCPF has agreed to do the work at BCPF’s sole expense and has requested that the City accept the dedication and assume maintenance of the improvements upon completion.
- F. The City is agreeable to accepting the dedication and assumption of maintenance of the completed improvements after acceptance of the construction by the City.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

I. PURPOSE

- A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City, including but not limited to adopted or approved plans or specifications on file with the City, along with all of the Recitals set forth above, shall be incorporated

into this Agreement by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Agreement.

- B. Implementation Schedule. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein. Any material modification or deviation from an approved schedule described in this Agreement shall occur only upon approval of the City, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property. City agrees to discuss with BCPF and its contractor any approvals or rejections.
- C. Entire Agreement. This writing including all Exhibits hereto, and the other documents and agreements referenced herein, constitutes the entire Agreement between the parties hereto in respect to the Project and all prior letters of intent or offers, if any, are hereby terminated. This Agreement shall be deemed to include and incorporate such minutes, approvals, plans, and specifications, as referenced in this Agreement, and in the event of a conflict between this Agreement and any action of the City granting approvals or conditions attendant with such approval, the terms of this Agreement shall be deemed controlling and the City will take the necessary action to amend any conflicting approvals or conditions.

II. FINANCING

- A. Budget. The total cost of the Project is approximately (\$250,000.00) including all improvements and furnishings. BCPF represents to the City that it has raised sufficient funds to cover the foregoing projected cost.
- B. Sources. Construction of the Project and all Improvements shall be paid for exclusively by BCPF.

III. OBLIGATIONS OF THE PARTIES

- A. Concept Plan. Prior to construction, the City shall approve a Concept Plan, including final plans and specifications for construction of the Project which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in this Agreement. The Concept Plan shall clearly identify the location of the Improvements as defined in the Recitals.
- B. Contractor. BCPF shall provide construction contractor's name, address, and contact information to the City prior to construction. A separate hold harmless in favor of the City may be required for each contractor and/or subcontractor utilized by BCPF.
- C. Warranty. The parties acknowledge and agree that grading and erosion of the Project site are a primary concern for the continued safety and maintenance of the Project by the City. The parties further acknowledge and agree that due to the nature of the Project, which will require designing portions of the Project during actual construction, obtaining engineering designs for grading and/or the Improvements on the Project would create an impediment to completion of the Project. Accordingly, the City shall allow BCPF to build the Project without first obtaining engineering designs for grading on the Project, provided however, that in exchange for this valuable consideration, BCPF shall require its contractor to issue an extended warranty for the benefit of the City for the erosion and grading on the Project site for a period of two (2) years, and on terms acceptable to the City. The City has relied on this warranty as a material inducement in entering into this Agreement.

- D. Construction Documents. Prior to commencement of construction of the Project, the City shall approve concept site plans and other drawings that describe the size and character of the entire Project. The Construction Documents shall include:
1. Concept plans for design and materials; and
 2. Estimated elevations for all proposed built ramps and the entrance hub; and
 3. Other such essential items as may be reasonably determined by the City to be appropriate.
- E. Design and Construction. BCPF shall cause the Project as defined in the recitals to be designed, prepared, and constructed. Such work must also include all associated grading, removal and replacement of storm water runoff drainage impacted by the construction, substantially the same as detailed on the plans approved by the City. The City shall review and approve all changes to plans and specifications for the improvements as prepared by BCPF. Construction of the Project shall conform to City and State of Wisconsin specifications and requirements, as applicable. BCPF shall cause work to be halted and remedial measures to be taken to the City's satisfaction should the work be out of compliance with any applicable City or State rules and regulations, including but not limited to environmental rules and regulations. .
- F. Inspection. BCPF shall provide for the oversight and inspection of construction, including administration and other necessary supervision of construction by someone qualified to provide such oversight and inspection, to assure construction is in conformance with the plans and specifications.
- G. Project Meetings. The City, BCPF, and BCPF's contractor agree to conduct a preconstruction meeting, a final punch list meeting, and scheduled weekly progress meetings (once per week, with a written status report at end of week) at the Project site wherein they will review and discuss the status of the Project. The parties will specifically discuss any questions or concerns any party may have concerning the Project, including but not limited to safety and construction issues, and work out a resolution that is acceptable to all parties.
- H. Change Orders. BCPF shall assume financial commitments resulting from any change order or resolution of a contract claim from construction of the Project. All change orders shall be approved only after consultation with the City.
- I. Budget. Prior to construction, the City shall approve BCPF's proposed budget for the Project, which should be prepared in accordance with general principles for construction and development budgeting.
- J. Permits and Use. BCPF will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above. Nothing herein shall impact the right of the Department of Public Works to conduct permit related inspections on the erosion control and stormwater management until final acceptance of the Project by the City.
- K. Improvement of Property. BCPF shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City of the Preliminary Concept Plan, approval by City of the Budget and Project Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction. Construction shall be completed no later than June 1, 2022. BCPF shall provide a Trail Consultant's certification to the City that the Project and all Improvements have been constructed in accordance with the approved plans and specifications.

- L. Maintenance and Repair. Prior to acceptance of the Project by the City, BCPF shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to construction activities contemplated by this Agreement.
- M. Easements. The City shall grant to BCPF such easements as are reasonably necessary for construction of the Project, including temporary construction and access easements.
- N. BCPF Insurance. Before commencement of construction activities on the Property, BCPF shall deliver to the City certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City, which BCPF is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City as additional insured parties:
1. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer's liability coverage shall be in not less than the following limits:
 - a) Bodily Injury by Accident - \$100,000.00 per accident;
 - b) Bodily Injury by Disease - \$100,000.00 per employee; and
 - c) Bodily Injury by Disease - \$500,000.00 policy limit.
 2. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City. The amounts of such insurance shall be not less than the following limits:
 - a) General Aggregate Limit - \$2,000,000.00;
 - b) Personal and Advertising Injury Limit (per person/organization) - \$1,000,000.00;
 - c) Bodily Injury and Property Damage - \$1,000,000.00 per occurrence;
 - d) Fire Legal Liability Damage Limit - \$100,000.00 per occurrence; and
 - e) Medical Expense Limit - \$10,000.00 per person.
 3. Additional Insured. BCPF shall name the City of Green Bay and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers as an Additional Insured on the Commercial General Liability policy. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.
 4. Waiver of Workers Compensation Subrogation. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers

for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of Green Bay.

O. General Indemnity.

1. Protection Against Losses. BCPF shall indemnify, defend and hold harmless the City, and its respective officers, employees, agents, attorneys, and insurers, from any and all suits, actions, legal or administrative proceedings, liabilities, claims, losses, damages, judgments or awards, costs or expenses, including reasonable attorneys' fees, of whatsoever nature and by whomsoever asserted, whether asserted by a third party or by a party to this Agreement (hereinafter "Losses"), directly or indirectly, arising out of, resulting from or in any way connected with:
 - a) Any breach by BCPF of the terms of this Agreement;
 - b) Any non-compliance with laws, ordinances, rules or regulations by BCPF prior to acceptance by the City;
 - c) Any governmental, regulatory or other proceedings to the extent any such proceedings result from BCPF's failure to comply with its obligations under this Agreement or otherwise;
 - d) Any act, omission, fault, or negligence of BCPF or of anyone acting under its direction or control or on its behalf, including its invitees prior to acceptance by the City; and/or
 - e) Any and all claims arising pursuant to the design or construction of the Improvements.
2. Mutual Indemnification. Each party shall defend, indemnify, and hold harmless the other party, its officers and employees, against all liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, the actions and/or inactions of the indemnifying party's and/or its employees', agents' or subcontractors' own negligent and/or intentional wrongful acts, omissions or performance or failure to perform its obligations and duties under the terms and conditions of this Agreement. No party is required to indemnify any other party for the negligent or intentional acts, errors or omissions of the other party or their employees or agents.
3. Indemnification Procedures. BCPF shall promptly assume full and complete responsibility for the investigation, defense, compromise and settlement of any claim, suit or action arising out of or relating to the indemnified matters following written notice thereof from the City, which notice shall be given by the City within ten (10) days of their knowledge of such claim, suit or action. Failure to provide such timely notice shall not eliminate BCPF's indemnification obligations to the City. Notwithstanding the foregoing, in its sole discretion and at its expense, the City may participate in or defend or prosecute, through their own counsel(s), any claim suit or action for which the City is entitled to indemnification by BCPF; provided, however, that if the City is advised in writing by its legal counsel that there is a conflict between the positions of BCPF and the City, as appropriate, in conducting the defense of such action or that there are legal defenses available to the City different from or in addition to those available to BCPF, then counsel for the City, at BCPF's expense, shall be entitled to conduct the defense only to the extent necessary to protect the interests of the City. BCPF shall not enter into any compromise or settlement without the prior written consent of the City, as appropriate, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against the City shall be reasonable grounds for the City to refuse to provide written

consent to a compromise or settlement. If BCPF does not assume the defense of such claim, suit or action, BCPF shall reimburse the City for the reasonable fees and expenses of counsel(s) retained by the City, and shall be bound by the results obtained by the City; provided, however, that no such claim, suit or action shall be settled without BCPF's prior written consent, which consent shall not be unreasonably withheld. The absence of a complete and general release of all claims against BCPF shall be reasonable grounds for BCPF to refuse to provide written consent to a compromise or settlement.

4. This indemnity provision shall survive the expiration or termination of this Agreement. Nothing herein is intended or can be construed as requiring the City to assume any liability resulting from the design or construction of the Improvements.
- P. Final Acceptance. The City shall accept BCPF's dedication of the Improvements for continuous maintenance upon satisfactory completion of construction, as determined by the City, and upon acceptance of the same in writing by the City's Director of Parks, Recreation and Forestry. Under no circumstances shall the City be obligated to accept for maintenance any or all of the Improvements if it deems that such Improvements have not been satisfactorily constructed, as determined in its sole discretion. BCPF shall obtain lien waivers for all work completed on the Improvements prior to final acceptance by the City.

IV. REPRESENTATIONS, WARRANTIES, AND COVENANTS

BCPF represents and warrants to the City as follows:

- A. No Material Change in Documents. All contract documents and agreements have been furnished to the City and are true and correct and there has been no material change in any of the same.
- B. Payment. BCPF shall pay for all work performed or materials furnished for the Project when and as the same become due and payable. BCPF shall not suffer any construction or other involuntary lien to be imposed upon the Property, except for liens for claims to payment that are subject to a bona fide dispute, and, in that case, such liens shall be removed by BCPF posting bond or other security, paying one hundred and twenty percent (120%) of the lien claimed into court, escrowing funds or promptly taking other steps to remove the lien of record. BCPF shall pay all other obligations relating to the Project, including all creditors holding liens or other secured interests against the Property when and as the same become due.
- C. Certification of Facts. No statement of fact by BCPF contained in this Agreement and no statement of fact furnished or to be furnished by BCPF to the City pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading.
- D. No Litigation. There is no litigation or proceeding pending or threatened against or affecting BCPF that would adversely affect the Project, the ability of BCPF to complete the Project or the ability of BCPF to perform its obligations under this Agreement.
- E. No Default. No default, or event that with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and BCPF is not in default (beyond any applicable period of grace) of any of its obligations under any other material agreement or instrument to which BCPF is a party or an obligor.
- F. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all

building codes and ordinances of the City. BCPF will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.

V. DEFAULT

- A. Default. Either party shall have all rights and remedies available under law or equity with respect to any failure of the other party to perform their obligations under this Agreement, but only after providing the defaulting party with notice of such default and a failure by the defaulting party to commence attempts to cure such default within the thirty (30)-day notice period. If the defaulting party commences cure within the thirty (30)-day notice period and thereafter reasonably and continuously takes action to complete such cure, then the failure to perform shall not be an Event of Default.
- B. Remedies Upon Default. In the event of the occurrence of an Event of Default, the non-defaulting party may in its discretion:
 - 1. Termination. Terminate this Agreement;
 - 2. Damages. Sue for damages; and/or
 - 3. Other Remedies. Pursue any other remedies available to the parties at law or in equity.
- C. Limitation of Damages. The foregoing notwithstanding, none of the parties shall be liable to any other party for any incidental, consequential, indirect, punitive or exemplary damages. All claims and damages asserted against the City shall be subject to statutory protections of municipalities and their officials and employees, including the immunity and limitations set forth in §893.80 Wis. Stats.
- D. No Waiver. Any delay in instituting or prosecuting any actions or proceedings or otherwise asserting the rights granted in this Agreement, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way, nor shall any waiver in fact made with respect to any specific default, be considered or treated as a waiver of any rights with respect to other defaults or with respect to the particular default except to the extent specifically waived in writing.
- E. Remedies Cumulative. Except as expressly provided otherwise in this Agreement, the rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise of it, at the same or different times, of any other such remedies for any other default or breach by any other party.

VI. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
 - 1. This Agreement is terminated because of an Event of Default;
 - 2. The parties agree in writing to terminate this Agreement; or
 - 3. The City's acceptance of BCPF's dedication of the Improvements.
- B. Survival of Certain Provisions. Sections III.C., III.N., III.O., IV. F., V. C., VI. B., and VII. C. shall survive the expiration or termination of this Agreement.

VII. MISCELLANEOUS PROVISIONS

- A. Assignment. BCPF may not assign its rights under this Agreement without the express prior written consent of the City.
- B. Nondiscrimination. In the performance of work under this Agreement, neither party shall discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.
- C. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or BCPF have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.
- D. No Personal Interest of Public Employee. No official or employee of the City shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement.
- E. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, pandemics, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.
- F. Parties. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof.
- G. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.
- H. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or upon delivery of communication via electronic mail with proof of delivery to recipient, or one (1) business day after deposit with a nationally recognized over-night commercial courier service, air bill pre-paid, or forty-eight (48) hours after deposit in the United States mail postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

To the City: City of Green Bay
 Attn: City Clerk
 100 North Jefferson Street
 Green Bay, WI 54301

To BCPF: Baird Creek Preservation Foundation
 Attention: BCPF Executive Director
 P.O. Box 824
 Green Bay, WI 54305

The foregoing addresses shall be presumed to be correct until notice of a different address is given according to this paragraph.

- I. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- J. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- K. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.
- L. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.
- M. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- N. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- O. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

Signature page 1 of 2

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be signed by duly authorized representatives of City and BCPF as of the day and year first written above.

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, Clerk

Signature page 2 of 2

THE CITY OF GREEN BAY and THE BAIRD CREEK PRESERVATION FOUNDATION

BAIRD CREEK PRESERVATION FOUNDATION.

By: _____
Holly Baseman, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2021, Holly Baseman, the Executive Director of the Baird Creek Preservation Foundation, a Wisconsin 501(c)(3) charitable organization, to me known to be the person who executed the foregoing instrument and acknowledged the same.

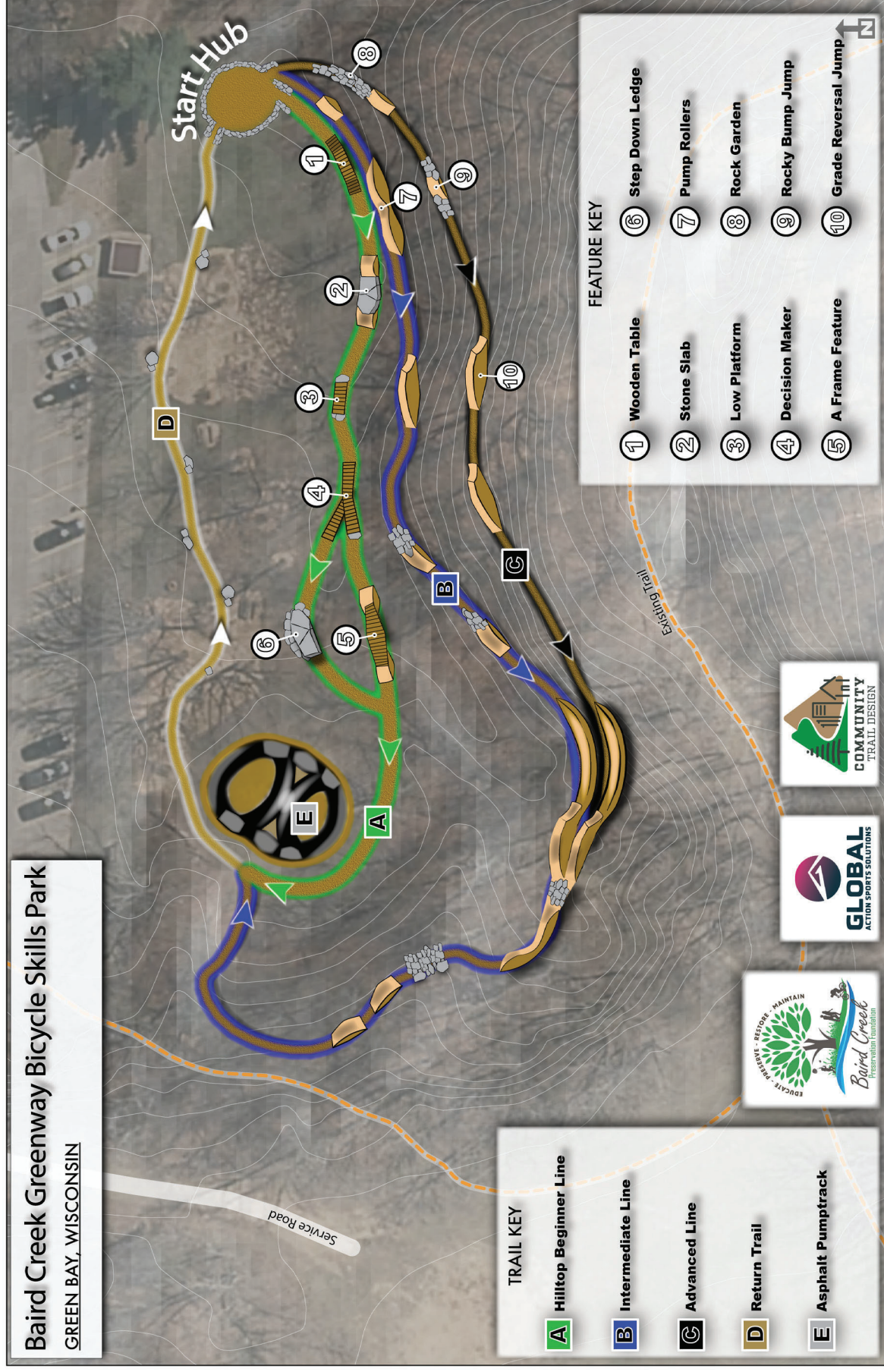
*

Notary Public, _____ County, Wisconsin

My Commission Expires _____

FIGURE 1

Figure 1 - Baird Creek Greenway Skills Area Layout





Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

August 3, 2021

PREPARED BY

AGENDA ITEM # M.4

To approve naming rights for the Baird Creek Bike Skills Course to be called the Saris Bike Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Green_Bay_Ltr-to-CityGB_100K_072121_v2



Date: July 21, 2021

Dan Ditscheit
Parks, Recreation and Forestry Director
City of Green Bay
920.448.3381

Dear Mr. Ditscheit,

This letter serves to state our intent to formally support the bike skills park at Baird Creek Greenway in the amount of a \$100,000 donation to the Baird Creek Preservation Foundation for this project. As a part of our vision, we believe very strongly in a public/private-partnership and we will make this donation under the stipulation that the city of Green Bay match the funded amount and put it toward future trail development at Baird Creek. We are understanding and accepting that the exact definition of what this will entail may take place at a later date.

With this donation we request naming rights of the bike park in perpetuity. The name of the park we propose is SARIS Bike Park. *(Please review Figure A.)* for signage concept. Display of the SARIS foundation logo and name should include, at minimum, an archway sign to be prominently displayed at the entrance, also signage included on a donor plaque at "Start hub" of the bike park.

The SARIS Foundation's mission is to build resiliency and self-confidence in youth through cycling and enhancing bike skills by building bike parks with equitable access. When SARIS first heard of this project, it was clear that our mission was in alignment with the Baird Creek project, motivating us to support the vision set for the bike skills park.

We appreciate all the hard work that has been put forth to move this project forward and believe there will be great positive long-lasting community impact and it is sure to inspire people to make Green Bay and the Baird Creek Greenway a sought-after cycling destination in Wisconsin.

Sincerely,

Ann L Christianson, Global Advocacy and Partnerships Manager, The SARIS Foundation
Christopher S. Fortune, CEO SARIS Cycling Group

BIKE PARKS FOR KIDS

1. Entry way sign into playground

2. Detail sign for playground

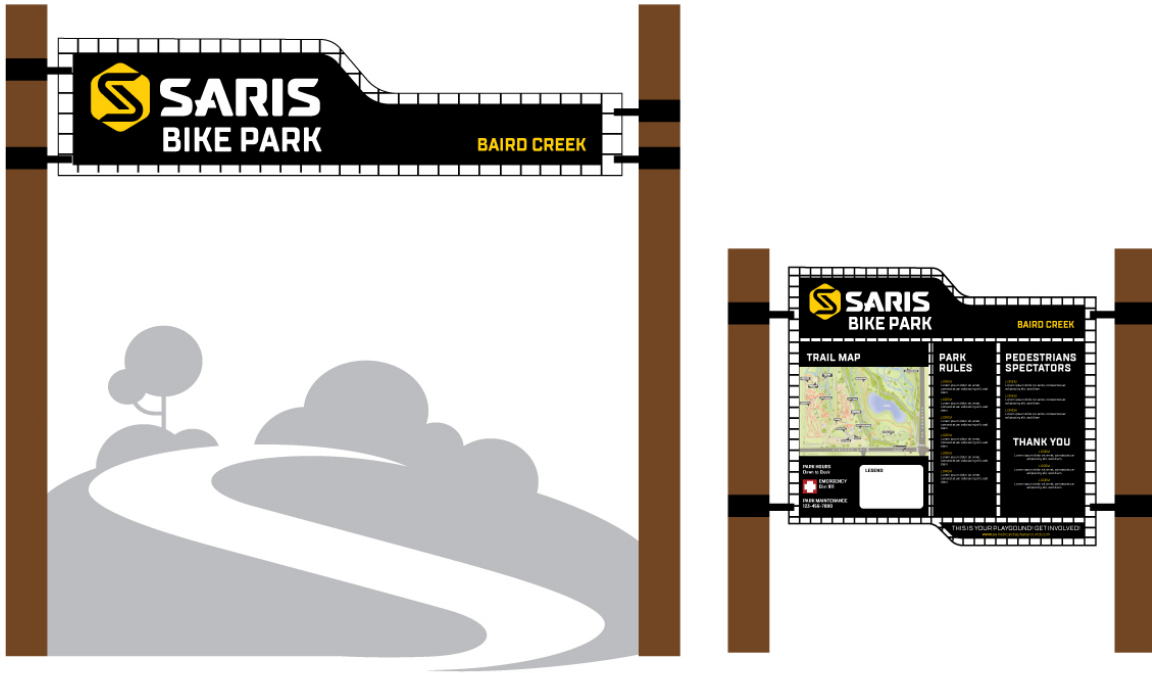


Figure A



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

August 3, 2021

PREPARED BY

AGENDA ITEM # M.5

To approve a resolution committing to fund bike trail improvements in the Baird Creek Greenway.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. FINAL Resolution - Bike Park and Trail Improvements

**RESOLUTION COMMITTING TO FUND BIKE TRAIL
IMPROVEMENTS IN THE BAIRD CREEK GREENWAY**

AUGUST 3, 2021

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the City of Green Bay owns certain buildings and property located at 500 Beverly Road, Green Bay, WI 54301, generally known as Triangle Hill, which is part of the Baird Creek Greenway; and

WHEREAS within that property are recreational bike trails used by various members of the community of the City; and

WHEREAS Baird Creek Preservation Foundation ("BCPF") is a non-profit organization dedicated to preserving, promoting, and enhancing the Baird Creek Greenway; and

WHEREAS both BCPF and the City desire to install a Mountain Bike Skills Course on the Baird Creek Greenway for public use; and

WHEREAS BCPF has proposed to construct the Mountain Bike Skills Course at Triangle Hill, and has completed all fundraising necessary to provide for design and construction thereof; and

WHEREAS BCPF has agreed to complete the work at BCPF's sole expense, after which the City will accept dedication of the site and assume maintenance thereof; and

WHEREAS BCPF and the City desire to continue working together to improve the bike trails throughout the Baird Creek Greenway and encourage increased public recreation and enjoyment thereof; and

WHEREAS the Common Council previously approved the 2021 to 2025 Capital Improvement Plan, which included the expenditure of \$100,000 by the Parks, Recreation & Forestry Department in 2022 to be used for general bike trail improvements in the Baird Creek Greenway;

NOW, THEREFORE, BE IT RESOLVED that the Common Council hereby reaffirms its commitment to bond for and utilize such funds in 2022 for the explicit purpose of making general bike trail improvements at the Baird Creek Greenway.

Adopted _____

Approved _____

Mayor

Clerk



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

August 3, 2021

PREPARED BY

AGENDA ITEM # M.6

To refer to staff to create a report summarizing the Forestry Department's 2-3 year Ash Tree Removal Plan and present it to the Parks Committee by September and a future Citywide Neighborhood Association Meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2021-06-29 Dist 12 to Parks



Alders' Petitions and Communications

Name:

Committee Name:

Today's Date: 06/30/2020

Text of Communication:

For discussion with possible action on the plan to remove dead, dying, or infected trees on city property. This may include contracting with private companies.

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



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

August 3, 2021

PREPARED BY

AGENDA ITEM # M.7

To eliminate the relocation of the Colburn Hockey Rink project and reallocate \$110,000 from the Colburn Hockey Rink and Colburn ballfield projects to go towards the Baird Creek Pedestrian Bridge project.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Baird Creek Pedestrian Bridge Financial Summary

Baird Creek Pedestrian Bridge – Funding Summary

Existing Funding

\$100,000 – 2020 City Bonding

\$75,000 – 2021 City Bonding

\$30,000 – Baird Creek Preservation Foundation Donation

\$205,000 – Current Total Available Funding

Base bid results for Parks 2-21 – Baird Creek Pedestrian Bridge

Milbach Construction	Non-Responsive
Michels Corp	\$309,161.00
Advance Construction	\$361,565.00
<i>Engineers Estimate</i>	<i>\$332,490.00</i>

Total Funding Needed

\$309,161 – Base Bid Construction Contract (Recommended Bidder)

\$310,000 – Approximate Total Funding Needed

Proposed Funding Sources

\$205,000 – Existing Baird Creek Pedestrian Bridge Funding (Listed Above)

\$80,000 – 2019 City Bonding – Relocate Colburn Hockey Rink

We are proposing to leave the hockey rink in place for now and reallocate this funding towards the Baird Creek Pedestrian Bridge project. This project will be reconsidered if and when the second phase of the Colburn Park Ballfield improvements is considered for funding.

\$25,000 – 2019 City bond funding from excess funding from the Colburn Ballfield project.

\$310,000 – Proposed Funding Sources

Note: Any approved change orders for this project will be funded from the Park Department's Undesignated Bond Account.

Proposed Parks Committee Motion: To eliminate the relocation of the Colburn Hockey Rink project and reallocate \$110,000 from the Colburn Hockey Rink and Colburn ballfield projects to go towards the Baird Creek Pedestrian Bridge project.



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

MEETING DATE

August 3, 2021

PREPARED BY

AGENDA ITEM # N.1

To refer to staff the request to investigate correcting erosion issues on the 1000 block of Lacount Road.
(Ald. Brunette)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2021-06-29 Dist 12 to I and S



Alders' Petitions and Communications

Name:

Committee Name:

Today's Date: 06/30/2020

Text of Communication:

For discussion with possible action on correcting erosion issues on the 1000 block of Lacount Rd.

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

August 3, 2021

PREPARED BY

AGENDA ITEM # N.2

To refer to staff the request for the City to establish minimum setback distances from the flood management dike on the south shore of Green Bay. (Ald. Lefebvre)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2021-07-08 Dist 6 to I and S



Alders' Petitions and Communications

Name:

Committee Name:

Today's Date: 07/08/2021

Text of Communication:

INS --Asking to look into establishing set back from residents houses to the dike from Danz Ave. to Circle Shore Drive. This includes additions, decks & porches. In the early 90's or late 80's set backs were established from East Shore Circle to Danz Ave. This was because someone built closs to the dike (Lakeside Pl.) and blocked a neighbors view At the time the district was divided down Danz. Now there is concern East of Danz.

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

August 3, 2021

PREPARED BY

AGENDA ITEM # N.3

To receive and place on file the request to create an ordinance prohibiting residents from constructing permanent structures or amenities on top of or through the flood management dike on the south shore of Green Bay. (Ald. Lefebvre)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2021-07-08 Dist 6 to I and S (2)



Alders' Petitions and Communications

Name:

Committee Name:

Today's Date: 07/08/2021

Text of Communication:

Dike - - As residences are placing permanent objects on the dike and this can cause problems for maintance, I am requesting a City ordinance for only non permanent objects placed on the dike. In 1973-4 when the dike was built, the WDNR stated that no objects (permanent) were to be placed on the dike, this included docks.

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

August 3, 2021

PREPARED BY

AGENDA ITEM # N.4

To approve the request by Department of Public Works to award a contract for Topographic Surveying Services Resurfacing Program & Traffic Signals to Ayres Associates, Inc. in the amount of \$69,912.50.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Ayres_Resurface-traffic signal proposal
2. City of Green Bay - Topographic Survey Services Resurfacing and Traffic Signals Program - Coleman Engineering
3. RFP-Survey Quote Sheet_Coleman Engineering

July 1, 2021

Jennifer McCartney, Jennifer.McCartney@greenbaywi.gov
City of Green Bay

Re: Survey for Resurfacing & Traffic Signals

Dear Ms. McCartney:

Accurately completing the survey services required for any City of Green Bay project will require a commitment from a team of professionals who can work together well and provide the City with a quality product on time and within budget. Ayres is prepared to immediately begin work on this important project and do just that.

We believe we offer you these key advantages:

- **Experience:** Ayres has worked with the City of Green Bay on many projects over the past years. We understand the process and the resources required to make your projects a success.
- **Capacity and Availability:** As a full-service geospatial and engineering firm, we have the experience and resources to quickly deploy and hit the ground running on your project.
- **High-Tech Equipment:** To complete work on projects of this size, our company has made investments to give survey crews the necessary equipment to get the job done right. Most of our equipment can be operated by one person, leading to efficiencies in the field.

We look forward to working with you on this important project and are prepared to begin work immediately after receiving the notice to proceed. If you have any technical questions about our survey services, please contact me at the contact information below.

Sincerely,

Ayres Associates Inc



Ryan M. Beltrand, PLS
Project Manager/Manager – Northern Midwest Survey
Direct: 920.327.7848
Cell: 920.366.7036
BeltrandR@AyresAssociates.com

Project Understanding and Approach

Project Description

The project consists of topographic survey for numerous streets throughout the City of Green Bay to support your resurfacing and traffic signal program.

Scope of Services

Ayres will safely perform the services outlined below, based on the RFP dated June 21, 2021.

- Topographic Surveying:
 - Complete topographic survey of the project areas using the City of Green Bay's feature codes and line commands.
 - Survey will extend 200 feet on side roads and at intersections.
 - Coordinate with Diggers Hotline to have utilities marked throughout the project areas.
 - Ayres will create 360-degree tours in lieu of project photos. See project approach for example tour.
 - Complete manhole inventory sheets as outlined in the RFP.

Project Approach

For quality and consistency, Ayres will keep the project staff consistent to ensure familiarity and uniformity throughout the project. The staffing numbers will be adequate to the project size and schedule requirements. Our project management team regularly manages large projects with multiple crews and understands the coordination requirements needed for project success. Our project manager will be in communication with the City of Green Bay throughout the duration of the project to provide updates and make staffing/resource adjustments to meet the City's project needs.

Upon award and coordination with the City of Green Bay's project management team, Ayres will begin survey activities and coordination outlined above with the City's team. Using multiple field crews, we will use the latest survey technology to accurately collect topographic and contour data along the proposed route. City-provided benchmarks will be verified, and supplemental benchmarks and control will be set for use during the construction phase of this project. Our intention is to use Wisconsin County Coordinates referenced to NAD83 horizontal datum, Brown County Zone, and the City of Green Bay vertical datum for all data collection.

Ayres' history of road reconstruction work has conditioned our field staff to fully understand and appreciate the impact our activities may represent to landowners. We strive to be courteous to

landowners and their property as a consultant representing the City of Green Bay while also getting the job done in a timely manner.

Busy road intersections and other identified critical feature items may be scanned using high-definition lidar to create an accurate representation of the existing conditions. This is a method we employ to gather data accurately and safely in high traffic areas.

A 360-degree virtual tour will be created, which can be easily shared with the project team. We've found the tours to be very useful, and they are a great resource for the design team to use throughout the design process. The 360-degree tour will replace the still photo requirement in the RFP. An example tour can be viewed by clicking the link below.

<https://siteview.ayresassociates.com/downtown-area-roadway-utility-improvements/>

Project Familiarity

Ayres is familiar with the City of Green Bay's design processes, having done many projects for the City. Ayres also completed a large overhead to underground utility project in the Schmidt Park area and has extensive right-of-way and property boundary information in our archives.

Project Team Organization

Ayres employs approximately 30 land surveyors/survey technicians in the Upper Midwest. Ryan Beltrand will serve as project manager and will be the single point of contact for this project. Ryan has direct responsibility and authority for the staffing and scheduling of the project team. Our intention is to use a core team of individuals to maintain consistency and draw on additional resources, if necessary, to meet the project milestones.

Resources

Our field staff will be fully equipped with Trimble RTK GPS and robotic total stations and laptops with access to the internet and our company servers. Additional equipment/software capabilities are:

- Ricoh Theta Z 360-degree cameras.
- Trimble X7 and MX8 HD scanners.
- GeoCue True View 620 lidar system with Riegl sensor.

Project Delivery

Ayres proposes to provide the City of Green Bay with a phased delivery of project areas, which will allow the City to begin design tasks before the September 30 delivery deadline.

Responsibilities of the Owner and Others

- Provide information and assistance as needed in a timely fashion.
- Provide existing utility maps and benchmark information.
- Creation of CADD drawings using the survey data provided in the deliverables.

Delays

Ayres cannot be responsible for delays caused by activities or factors beyond our control, including but not limited to delays caused by inclement weather that would hinder our ability to perform fieldwork, other acts of nature, failure of the client to timely furnish information or approve or disapprove surveyors' work, and failure to obtain access to property. Minor weather delays are anticipated in our scope and fee.

Fees

Our fees are broken out in the attached bid document. The document is color-coded based on close proximity of individual project areas.



Public Works Department

Administration
920.448.3100
Fax 920.448.3102

Engineering Division
920.448.3100
Fax 920.448.3102

Operations Division
920.448.3535
Fax 920.448.3536

Parking Division
920.448.3431
Fax 920.448.3370

Traffic Division
920.448.3100
Fax 920.448.3102

QUOTATION REQUEST **TOPOGRAPHIC SURVEYING SERVICES** **RESURFACING PROGRAM & TRAFFIC SIGNALS**

Due Date: July 2, 2021 @ 2:00 P.M.

Date: June 21, 2021

From: Jennifer McCartney, City of Green Bay Construction Manager

Email: Jennifer.mccartney@greenbaywi.gov

Phone: 920-448-3100

Please quote **INSIDE DELIVERED** prices for materials listed below.

Total after 10% discount

DESCRIPTION	UNIT PRICE	TOTAL
S. Jackson Street (S. City limits – Main Street)		
Pine Ride Court (Pine Ridge Drive – Termini)	\$1,100	\$990
St. Ann Drive (Josephine Circle(E) – Mount Mary Drive)	\$2,050	\$1,845
Marvin Lane (Albert Drive – Cornelius Drive)	\$1,900	\$1,710
Albert Drive (Marvin Lane – Cornelius Drive)	\$2,900	\$2,610
Bay View Drive (Regent Lane – Termini West)	\$2,700	\$2,430
Irene Street (Debra Lane – Amy Street)	\$7,150	\$6,435
Loretta Lane (Termini – Abrams Street)	\$2,450	\$2,205
Loretta Lane (Heyrman Street – Irene Street)	\$2,350	\$2,115
Klaus Street (N Webster Avenue – N Irwin Avenue)	\$7,050	\$6,345
St. George Street (Reber Street – Weise Street)	\$6,550	\$5,895
Farlin Avenue (Danz Avenue – 100' West of Newtols Street)	\$4,100	\$4,100
Roscoe Street (11 th Avenue – 14 th Avenue)	\$4,500	\$4,050
6 th Street (Marquette Avenue – Gross Avenue)	\$2,900	\$2,610
Cleveland Street (6 th Street – Hickory Hill Drive)	\$1,900	\$1,710

A 10% Discount will be applied of if awarded projects highlighted the same color

13 th Avenue (9 th Street – Langlade Avenue)	\$3,850	\$3,465
Minahan Street (Royal Boulevard – Park Street)	\$2,100	\$1,890
Winford Avenue (Mather Street – Desnoyers Street)	\$3,950	\$3,555
Bond Street (Taylor Street – Morley Road)	\$5,350	\$5,350
St. Ann Drive (Josephine Circle(W) – Josephine Circle (E))	\$2,050	\$1,845
Chancellor Lane (Bay View Drive – St. Gregory Drive)	\$2,150	\$1,935
Term Court (Chancellor Lane – West Cul De Sac)	\$1,100	\$990
Regent Lane (Bay View Drive – St. Gregory Drive)	\$2,050	\$1,845
Pine Ridge Drive (Bay View Drive – St. Gregory Drive)	\$2,050	\$1,845
Phasianus Street (Heather Drive – Sun Terrace)	\$4,100	\$4,100
Mason Street and Hinkle Street Intersection HD Scan due to traffic	\$3,900	\$3,900
TOTAL PROJECT COST	\$82,250	\$74,025

Total cost if awarded all projects \$69,912.50

A 10% Discount will be applied if awarded projects highlighted the same color

A 15% Discount will be applied if awarded all projects

Ayres Associates Inc



VENDOR

3376 Packerland Drive

AUTHORIZED SIGNATURE

Ryan Beltrand - Manager

ADDRESS

Ashwaubenon, WI 54115

PRINT NAME AND TITLE

July 1, 2021

CITY

N/A

STATE

ZIPCODE

DATE

920.366.7036

FAX

PHONE



COLEMAN ENGINEERING COMPANY

CIVIL ENGINEERING • ENVIRONMENTAL ENGINEERING • GEOTECHNICAL ENGINEERING • SURVEYING

790 MARVELLE LANE, UNIT 3 • GREEN BAY, WI 54304 • PHONE: 920-264-9404

July 1, 2021

Jennifer McCartney
City of Green Bay
100 North Jefferson Street
Green Bay, WI 54301

Re: Survey Request for Topographic Survey Services - Resurfacing Program and Traffic Signal
Project – City of Green Bay

Dear Ms. McCartney:

In accordance with your request on June 21, 2021, Coleman Engineering Company (CEC) is pleased to submit this proposal to complete a survey for the above-referenced project.

Scope of Services

CEC will provide topographic survey services for the Resurfacing Program and Traffic Signals Project in the City of Green Bay, encompassing the following areas:

- Pine Ride Court - Pine Ridge Drive to Termini
- St Ann Drive - Josephine Circle(E) to Mount Mary Drive
- Marvin Lane - Albert Drive to Cornelius Drive
- Albert Drive - Marvin Lane to Cornelius Drive
- Bay View Drive - Regent Lane to Termini West
- Irene Street - Debra Lane to Amy Street
- Loretta Lane - Termini to Abrams Street
- Loretta Lane - Heyrman Street to Irene Street
- Klaus Street - N Webster Avenue to N Irwin Avenue
- St. George Street - Reber Street to Weise Street
- Farlin Avenue - Danz Avenue to 100' west of Newtols Street
- Roscoe Street - 11th Avenue to 14th Avenue
- 6th Street - Marquette Avenue to Gross Avenue
- Cleveland Street - 6th Street to Hickory Hill Drive
- 13th Avenue - 9th Street to Langlade Avenue
- Minahan Street - Royal Blvd. to Park Street
- Winford Avenue - Mather Street to Desnoyers Street

- Bond Street- Taylor Street to Morley Road
- St Ann Drive - Josephine Circle(W) to Josephine Circle E
- Chancellor Lane - Bay View Drive to St Gregory Drive
- Term Court - Chancellor Lane to west Cul De Sac
- Regent Lane - Bay View Drive to St Gregory Drive
- Pine Ridge Drive - Bay View Drive to St. Gregory Drive
- Phasianus Street - Heather Drive to Sun Terrace
- Mason Street and Hinkle Street Intersection

The limits of the topographic survey area will be 200 feet beyond the specific (to-from) listed and at intersections 200 feet from end of radius each leg and one additional manhole shot outside this 200 foot area.

See Attachment A – for survey breakdown per location.

Services to be provided by CEC include:

A. Topographic Survey

1. Perform survey work to Third Order, Class II degree of accuracy.
2. Survey work will use the City of Green Bay vertical datum.
3. Survey work will use the Brown County coordinate system.
4. Take shots in the survey limits and as shown on the provided map.
5. Use standard city field point codes as shown in the Survey Point Code List.pdf file provided.
6. The following survey shots will be taken at a minimum:
 - a. Ground shots every 50' on tangent at centerline, pavement grade breaks, medians – face of curb/island and top of curb/island, pavement edge or curb edge, flow line of curb, flange of curb, top/back of curb and both edges of the sidewalk, and along back of curb. Ground shots from B.O.C. to approximately 10 feet outside of Right of Way equally spaced on both sides of roadway.
 - b. A minimum of three locations of shots will be taken around the radius of a corner (both ends of radius and midpoint.) At each location take shots at the pavement edge or curb edge, flow line of curb, and top/back of curb. Additional shots will be taken between the midpoint and end of radius if the length is greater than 20' between those two locations.
7. The following survey shots will be taken from the roadway centerline to approximately 10 feet outside of Right of Way on both sides of the roadway:
 - a. Any change in ground surface material (sand, grass, concrete, asphalt, gravel, etc.)
 - i. For driveway and pedestrian ramps CEC will follow provided specification details.
 - b. All driveways, parking lot entrances, private curb and gutter, ditches, pedestrian ramps, and walking paths.
 - c. All utilities – public utilities (water, storm, sanitary) inlets, manholes, fire hydrants, and utility lines including laterals; and private utilities (electric, cable, gas, etc.) including laterals.

- i. One additional manhole (storm and sanitary) location outside project limits.
 - ii. Provide inverts, size, and direction of all pipes at each manhole (storm and sanitary).
 - iii. For structure ID numbers CEC will use maps provided by the City of Green Bay.
- d. All property pins that are found. A list of pins found shall be compiled and submitted.
- e. All landscaping features – planters, trees, shrubs, fences, etc.
- f. All retaining walls, fences, bollards, building corners and faces, steps, etc.
- g. All poles and signs – power, light, private signs, etc.
- h. All traffic control items – control boxes, signal poles, pull boxes, traffic signs, etc.
8. Set control points that can easily be re-established. Establish permanent ties to control points.
9. Verify existing benchmarks, and provide all additional benchmarks established during survey.
10. Provide hard copy of all survey control points, ties and benchmark data.
11. Provide photos of entire project within the limits provided on map of reconstruction area.

B. AutoCAD Civil 3d File

1. A digital file will be delivered in a .txt format file from field survey.

Fees

Services will be invoiced on a time and materials basis for an estimated amount of \$106,700. Please understand that any estimate of cost for the above-described services is based on our current understanding of the project requirements and the level of effort needed to complete the various work tasks. An estimate should not be interpreted as a not to exceed cost. We will make every effort to not exceed our estimate and, in the event, that we do, an explanation will be provided. Please also understand that because this is a time and materials based project we will be invoicing all expenses associated with this project.

Assumptions

- The City of Green Bay will furnish, without cost to CEC, the extent available the following:
 - Existing benchmark data and control point locations and tie sheets throughout project to be used for topographic survey.
 - Existing information pertaining to locations, sizes, and elevations of existing sanitary and storm sewers along each street listed above.
- Site will be ready for surveying when CEC arrives on-site. Delay due to improper scheduling or waiting for work to be completed will be considered out of scope and charged as such.

- Work will be completed during a Monday through Friday workweek. Work requested on weekends and/or holidays will be considered out of scope and invoiced at premium overtime rates. CEC cannot guarantee the availability of personnel on weekends and/or holidays.
- CEC will make every attempt possible to have all of the utilities located as part of our Diggers Hotline Tickets for this project. If all of our attempts do not result in complete utility markings then at this point CEC will reach out to the City of Green Bay to discuss how to proceed.
- If any additional services are required, CEC will prepare an estimate prior to the commencement of work.
- The work described in this proposal must be authorized within 60 days for the terms to be binding.

Redistribution of Survey Data

CEC authorizes the City of Green Bay at their discretion to redistribute information provided and data compiled in conjunction with the Resurfacing Program and Traffic Signals project.

Performance Schedule

CEC anticipates starting work after receiving authorization to proceed. CEC will complete the topographic survey and have all submittals to the City by September 30, 2021.

Acceptance

Should you find this proposal to be acceptable, please contact CEC and we will issue a professional services agreement for your execution.

We appreciate the opportunity to submit this proposal and if you have any questions or comments, please call.

Sincerely,

COLEMAN ENGINEERING COMPANY



Casey J. Pries, PLS
Survey Manager

CJP/kk

Enclosure(s)

Attachment A

Survey Breakdown Per Location

Survey Breakdown Per Location
Resurfacing and Traffic Signals Project
City of Green Bay

Location	Approximate Distance for Topographic Survey (FT)	Approximate # of Manholes/Catch Basins	Total Estimated Cost
Pine Ride Court - Pine Ridge Drive to Termini	650	9	\$1,600
St Ann Drive - Josephine Circle(E) to Mount Mary Drive	1,120	10	\$2,700
Marvin Lane - Albert Drive to Cornelius Drive	1,500	15	\$3,600
Albert Drive - Marvin Lane to Cornelius Drive	1,050	14	\$2,500
Bay View Drive - Regent Lane to Termini West	2,400	26	\$5,800
Irene Street - Debra Lane to Amy Street	4,500	92	\$10,800
Loretta Lane - Termini to Abrams Street	1,600	35	\$3,800
Loretta Lane - Heyrman Street to Irene Street	700	12	\$1,700
Klaus Street - N Webster Avenue to N Irwin Avenue	4,100	66	\$9,800
St. George Street - Reber Street to Weise Street	3,200	57	\$7,700
Farlin Avenue - Danz Avenue to 100' west of Newtols Street	2,500	28	\$6,000
Roscoe Street - 11th Avenue to 14th Avenue	3,100	58	\$7,400
6th Street - Marquette Avenue to Gross Avenue	2,050	40	\$4,900
Cleveland Street - 6th Street to Hickory Hill Drive	600	12	\$1,500
13th Avenue - 9th Street to Langlade Avenue	1,425	25	\$3,400
Minahan Street - Royal Blvd. to Park Street	1,500	27	\$3,600
Winford Avenue - Mather Street to Desnoyers Street	2,550	38	\$6,100
Bond Street- Taylor Street to Morley Road	4,100	67	\$9,900
St Ann Drive - Josephine Circle(W) to Josephine Circle E	800	11	\$1,900
Chancellor Lane - Bay View Drive to St Gregory Drive	950	8	\$2,300
Term Court - Chancellor Lane to west Cul De Sac	200	5	\$500
Regent Lane - Bay View Drive to St Gregory Drive	775	12	\$1,900
Pine Ridge Drive - Bay View Drive to St. Gregory Drive	500	10	\$1,200
Phasianus Street - Heather Drive to Sun Terrace	1,800	21	\$4,300
Mason Street and Hinkle Street Intersection	650	12	\$1,800
TOTAL	44,320	710	\$106,700
Approx. 8.4 Miles			



Public Works Department

Administration
920.448.3100
Fax 920.448.3102

Engineering Division
920.448.3100
Fax 920.448.3102

Operations Division
920.448.3535
Fax 920.448.3536

Parking Division
920.448.3431
Fax 920.448.3370

Traffic Division
920.448.3100
Fax 920.448.3102

QUOTATION REQUEST
TOPOGRAPHIC SURVEYING SERVICES
RESURFACING PROGRAM & TRAFFIC SIGNALS

Due Date: July 2, 2021 @ 2:00 P.M.

Date: June 21, 2021

From: Jennifer McCartney, City of Green Bay Construction Manager

Email: Jennifer.mccartney@greenbaywi.gov

Phone: 920-448-3100

Please quote **INSIDE DELIVERED** prices for materials listed below.

DESCRIPTION	UNIT PRICE	TOTAL
S. Jackson Street (S. City limits – Main Street)		N/A
Pine Ride Court (Pine Ridge Drive – Termini)		\$1,600
St. Ann Drive (Josephine Circle(E) – Mount Mary Drive)		\$2,700
Marvin Lane (Albert Drive – Cornelius Drive)		\$3,600
Albert Drive (Marvin Lane – Cornelius Drive)		\$2,500
Bay View Drive (Regent Lane – Termini West)		\$5,800
Irene Street (Debra Lane – Amy Street)		\$10,800
Loretta Lane (Termini – Abrams Street)		\$3,800
Loretta Lane (Heyrman Street – Irene Street)		\$1,700
Klaus Street (N Webster Avenue – N Irwin Avenue)		\$9,800
St. George Street (Reber Street – Weise Street)		\$7,700
Farlin Avenue (Danz Avenue – 100' West of Newtols Street)		\$6,000
Roscoe Street (11 th Avenue – 14 th Avenue)		\$7,400
6 th Street (Marquette Avenue – Gross Avenue)		\$4,900
Cleveland Street (6 th Street – Hickory Hill Drive)		\$1,500

13 th Avenue (9 th Street – Langlade Avenue)		\$3,400
Minahan Street (Royal Boulevard – Park Street)		\$3,600
Winford Avenue (Mather Street – Desnoyers Street)		\$6,100
Bond Street (Taylor Street – Morley Road)		\$9,900
St. Ann Drive (Josephine Circle(W) – Josephine Circle (E))		\$1,900
Chancellor Lane (Bay View Drive – St. Gregory Drive)		\$2,300
Term Court (Chancellor Lane – West Cul De Sac)		\$500
Regent Lane (Bay View Drive – St. Gregory Drive)		\$1,900
Pine Ridge Drive (Bay View Drive – St. Gregory Drive)		\$1,200
Phasianus Street (Heather Drive – Sun Terrace)		\$4,300
Mason Street and Hinkle Street Intersection		\$1,800
TOTAL PROJECT COST		\$106,700

Coleman Engineering Company

VENDOR

790 Marvelle Lane

ADDRESS

Green Bay WI 54304

CITY STATE ZIPCODE

906-774-7776

FAX

Casey J. Pries

AUTHORIZED SIGNATURE

Casey J. Pries, Survey Manager

PRINT NAME AND TITLE

7/1/21

DATE

920-264-9404

PHONE



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

MEETING DATE

August 3, 2021

PREPARED BY

AGENDA ITEM # N.5

To approve a resolution releasing access easement on the alley from Main Street to Pine Street, east of Clay Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Resolution Releasing Easement - Main St to Pine St

RESOLUTION RELEASING ACCESS EASEMENT

AUGUST 3, 2021

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, on January 21, 2003, the Common Council passed a Resolution Vacating the Alley from Main Street to Pine Street, East of Clay Street ("Resolution"); and

WHEREAS, after vacation of the alley, the City retained an access easement for ingress/egress over the property for public safety purposes, which was intended to restrict any building on said easement; and

WHEREAS, the conditions of the site have substantially changed since that time, such that other publicly available means of ingress and egress sufficiently serve the public interest; and

WHEREAS, based on the changes at the site, the City no longer requires the access easement for ingress and egress for public safety purposes;

NOW, THEREFORE, BE IT RESOLVED that the Common Council hereby releases the access easement for the Alley from Main Street to Pine Street, East of Clay Street.

BE IT FURTHER RESOLVED that the City Clerk shall cause a certified copy of this resolution to be filed with the Register of Deeds for Brown County, Wisconsin.

Adopted _____

Approved _____

Mayor

Clerk



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

MEETING DATE

August 3, 2021

PREPARED BY

AGENDA ITEM # N.6

To approve the report of the Procurement Manager:

A. To purchase a used front end loader and grapple bucket from Aring Equipment Company for the sum of \$170,927. Equipment was a rental unit and all rent payments are being applied and credited to the City on purchase. Quote attached.

B. To purchase 2 Toolcats and attachments from Bobcat Plus, Inc. for the sum of \$126,206. Purchase is made off Sourcewell contract with local discount applied. Pricing verified based on previous bids of similar equipment. Quote attached.

C. To purchase a Dump Body/Wing/Plow for tandem axel trucks from Monroe Equipment for the sum of \$119,940. Purchase made from Sourcewell contract with local discount applied. Monroe Equipment has been only vendor able to meet spec in past. Quote attached.

D. To purchase a Loader Wing/Plow from Monroe Equipment for the sum of \$47,590. Purchase made from Sourcewell contract with local discount applied. Monroe Equipment has been only vendor able to meet spec in past. Quote attached.

E. To purchase 2 V-box Spreaders from Monroe Equipment for the sum of \$46,428. Purchase made from Sourcewell contract with local discount applied. Monroe Equipment has been only vendor able to meet spec in past. Quote attached.

F. To purchase a tandem axel truck chassis from Packer City International for the sum of \$97,719. Purchase made from Sourcewell contract with local discount applied. Pricing aligns with previous bid plus steel surcharge added. Quote attached.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 7-28-21 IS Agenda Report
2. Aring Equipment Front End Loader Quote
3. Toolcat Quote
4. Dump Body-Wing-Plow Quote

5. Loader Wing-Plow Quote
6. Green Bay, City of - V-Boxes
7. Packer City Quote



CITY OF GREEN BAY - PURCHASING DIVISION

TO: I&S Committee
FR: Calvin Winters, Procurement Manager
DT: July 28, 2021
RE: Purchasing Report
Cc: Steve Greiner, Jamie Destiche

Report of the Procurement Manager:

1. Discussion and possible action on purchase of used front end loader and grapple bucket from Aring Equipment Company for the sum of \$170,927. Equipment was a rental unit and all rent payments are being applied and credited to the City on purchase. Quote attached.
2. Discussion and possible action on the purchase of 2 Toolcats and attachments from Bobcat Plus, Inc. for the sum of \$126,206. Purchase is made off Sourcewell contract with local discount applied. Pricing verified based on previous bids of similar equipment. Quote attached.
3. Discussion and possible action on the purchase of Dump Body/Wing/Plow for tandem axel trucks from Monroe Equipment for the sum of \$119,940. Purchase made from Sourcewell contract with local discount applied. Monroe Equipment has been only vendor able to meet spec in past. Quote attached.
4. Discussion and possible action on the purchase of a Loader Wing/Plow from Monroe Equipment for the sum of \$47,590. Purchase made from Sourcewell contract with local discount applied. Monroe Equipment has been only vendor able to meet spec in past. Quote attached.
5. Discussion and possible action on the purchase of 2 V-box Spreaders from Monroe Equipment for the sum of \$46,428. Purchase made from Sourcewell contract with local discount applied. Monroe Equipment has been only vendor able to meet spec in past. Quote attached.
6. Discussion and possible action on the purchase of a tandem axel truck chassis from Packer City International for the sum of \$97,719. Purchase made from Sourcewell contract with local discount applied. Pricing aligns with previous bid plus steel surcharge added. Quote attached.

www.aringequipment.com

Butler, WI
13001 W Silver Spring Dr
Butler, WI 53007
262-781-3770

De Forest, WI
5005 Cake Parkway
De Forest, WI 53532
608-846-9600

De Pere, WI
1800 N. Ashland Ave.
De Pere, WI 54115
920-336-3601

Eau Claire, WI
2727 Alpine Rd
Eau Claire, WI 54703
715-835-6133



ALSO FEATURING:



Prepared For:

Nathan Watchendonk
CITY OF GREEN BAY OPERAT
OPERATIONS DIVISIONS
GREEN BAY, WI, 54303

Quote

Quote No.	Q1581
Date	Jul 13, 2021
Valid Till	
Salesman	Scott Shield

Product Details	Unit Price	Quantity	Total
L90HLB S/N 625691	\$ 185,000.00	1	\$ 185,000.00
MISC. WHEEL LOADER ATTACHMENT B&D 2.5 Cubic Yard Grapple Bucket	\$ 14,500.00	1	\$ 14,500.00
LESS RENT PAID With open rental invoices paid	\$ -35,600.00	1	\$ -35,600.00
INTEREST	\$ 7,027.00	1	\$ 7,027.00

Sub Total	\$ 170,927.00
Sales Tax	\$ 0.00
F.E.T. Tax (If applicable)	
Grand Total	\$ 170,927.00

Terms & Conditions:

Balance due on Invoice

Notes:

L90HLB rental conversion with 8 months of rent applied. 100% with 2.5% interest on a declining balance to apply to purchase

Bobcat Plus, Inc., DePere, Wisconsin
 1372 MID VALLEY ROAD
 DePERE WI 54115
 Phone: 920-983-2100
 Fax: 920-983-9137

Quotation Number: 33729D034741v2

Date: 2021-07-06 16:10:04

Ship to		Bobcat Specialist		
City of Green Bay DPW Attn: Nathan Wachtendonk 519 South Oneida St. Green Bay, WI 54303 Phone: (920) 492-3751 Fax: (920) 492-3747 Email: nathanwa@greenbaywi.gov		Brian Weber Phone: (920) 983-2100 Fax: (920) 983-9137 Cellular: 920-660-9356 E Mail: bweber@bobcatplus.com		
Description	Part No	Qty	Price Ea.	Total
Bobcat 5600	M1221	1	\$57,307.00	\$57,307.00
Adjustable Vinyl Seats	Hydraulic Dump Box			
All-Wheel Steer	Instrumentation:			
Automatically Activated Glow Plugs	• Hour meter, Job Hours, Speedometer,			
Auxiliary Hydraulics	• Tachometer, Fuel Gauge, Engine			
• Variable Flow with dual direction detent	• Temperature Gauge, and Warning Lights			
Beverage Holders	Joystick, Manually Controlled with Lift Arm Float			
Bob-Tach	Lift Arm Support			
Boom Float	Parking Brake, automatic			
Cargo Box Support	Power Steering with Tilt Steering Wheel			
Cruise Control	Radiator Screen			
Deluxe Operator Canopy includes:	Rear Receiver Hitch			
• Front Window, Rear Window ,	Seat Belts, Shoulder Harness			
• Front Wipers, and Electrical Power Port	Spark Arrestor Muffler			
Lower Engine Guard	Suspension, 4-wheel independent			
Limited Slip Transaxle	Tires: 27 x 10.5-15 (8 ply), Lug Tread			
Engine and Hydraulic Monitor with Shutdown	Toolcat Interlock Control System (TICS)			
Front Work Lights	Two-Speed Transmission			
Full-time Four-Wheel Drive	Machine Warranty: 12 Months, unlimited hours			
Horsepower Management	Bobcat Engine Warranty: Additional 12 Months or total			
• Roll Over Protective Structure (ROPS) . Meets	of 2000 hours after initial 12 month warranty			
Requirements of SAE-J1040 & ISO 3471				
• Falling Object Protective Structure (FOPS) . Meets				
Requirements of SAE-J1043 & ISO3449, Level				
I				
Dome Light				
24 Month Protection Plus (2000 Hours)	9974353	1	\$600.00	\$600.00
Deluxe Road Package	M1221-P01-C01	1	\$2,322.00	\$2,322.00
Backup Alarm	Side Mirrors			
Turn Signals	Horn			
Flashers	Lower Engine Guard			
Tail Lights	Rear Work Lights			
Brake Lights	Headlights			
Rear View Mirror				
Cab Enclosure with Heater & Air Conditioning	M1221-R02-C03	1	\$4,864.00	\$4,864.00
High Flow Package	M1221-R03-C02	1	\$1,736.00	\$1,736.00
Heavy Duty Battery	M1221-R07-C02	1	\$97.00	\$97.00
Attachment Control	M1221-R08-C02	1	\$236.00	\$236.00
Power Bob-Tach	M1221-R12-C02	1	\$1,099.00	\$1,099.00
Radio Option	M1221-R15-C02	1	\$533.00	\$533.00
Traction Control	M1221-R16-C02	1	\$545.00	\$545.00

Engine Block Heater
Interior Trim
Rear Window Guard

Description

Bobcat 5600

Adjustable Vinyl Seats
All-Wheel Steer
Automatically Activated Glow Plugs
Auxiliary Hydraulics

- Variable Flow with dual direction detent

Beverage Holders
Bob-Tach
Boom Float
Cargo Box Support
Cruise Control
Deluxe Operator Canopy includes:

- Front Window, Rear Window ,
- Front Wipers, and Electrical Power Port

Lower Engine Guard
Limited Slip Transaxle
Engine and Hydraulic Monitor with Shutdown
Front Work Lights
Full-time Four-Wheel Drive
Horsepower Management

- Roll Over Protective Structure (ROPS) . Meets Requirements of SAE-J1040 & ISO 3471
- Falling Object Protective Structure (FOPS) . Meets Requirements of SAE-J1043 & ISO3449, Level I

Dome Light

24 Month Protection Plus (2000 Hours)

Deluxe Road Package
Backup Alarm
Turn Signals
Flashers
Tail Lights
Brake Lights
Rear View Mirror

Cab Enclosure with Heater & Air Conditioning
High Flow Package
Heavy Duty Battery
Attachment Control
Power Bob-Tach
Radio Option
Traction Control
Engine Block Heater
Interior Trim
Rear Window Guard

Description

72" Mower

Description

Snow Blower 32X60
--- MOTOR PACKAGE 160CC (26-31 gpm)

Description

SP12 Sand and Salt Spreader

M1221-A01-C02	1	\$130.00	\$130.00
M1221-A01-C05	1	\$205.00	\$205.00
7150926	1	\$986.00	\$986.00
Total for this Machine			\$70,660.00
Part No	Qty	Price Ea.	Total
M1221	1	\$57,307.00	\$57,307.00

Hydraulic Dump Box

Instrumentation:

- Hour meter, Job Hours, Speedometer,
- Tachometer, Fuel Gauge, Engine
- Temperature Gauge, and Warning Lights

Joystick, Manually Controlled with Lift Arm Float

Lift Arm Support

Parking Brake, automatic

Power Steering with Tilt Steering Wheel

Radiator Screen

Rear Receiver Hitch

Seat Belts, Shoulder Harness

Spark Arrestor Muffler

Suspension, 4-wheel independent

Tires: 27 x 10.5-15 (8 ply), Lug Tread

Toolcat Interlock Control System (TICS)

Two-Speed Transmission

Machine Warranty: 12 Months, unlimited hours

Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty

9974353	1	\$600.00	\$600.00
M1221-P01-C01	1	\$2,322.00	\$2,322.00

Side Mirrors

Horn

Lower Engine Guard

Rear Work Lights

Headlights

M1221-R02-C03	1	\$4,864.00	\$4,864.00
M1221-R03-C02	1	\$1,736.00	\$1,736.00
M1221-R07-C02	1	\$97.00	\$97.00
M1221-R08-C02	1	\$236.00	\$236.00
M1221-R12-C02	1	\$1,099.00	\$1,099.00
M1221-R15-C02	1	\$533.00	\$533.00
M1221-R16-C02	1	\$545.00	\$545.00
M1221-A01-C02	1	\$130.00	\$130.00
M1221-A01-C05	1	\$205.00	\$205.00
7150926	1	\$986.00	\$986.00
Total for this Machine			\$70,660.00

Part No	Qty	Price Ea.	Total
7144850	2	\$6,275.00	\$12,550.00

Total for these items **\$12,550.00**

Part No	Qty	Price Ea.	Total
M7046	2	\$5,693.00	\$11,386.00
M7046-R01-C04	2	\$997.00	\$1,994.00

Total for these items **\$13,380.00**

Part No	Qty	Price Ea.	Total
7101567	1	\$6,139.00	\$6,139.00

Description		Part No	Total for these items		\$6,139.00
			Qty	Price Ea.	Total
Switch and wiring for Strobe light			2	\$166.00	\$332.00
Total of Items Quoted					\$173,721.00
Other Charges:		A Finance charge may apply even if not shown on this quote.			\$0.00
		If Paying with credit card please add 3% to total amount.			
Discount		Bobcat Plus Local Dealer Discount			(\$47,515.00)
Quote Total - US dollars					\$126,206.00

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

Customer Acceptance:

Purchase Order: _____

Authorized Signature:

Print: _____ **Sign:** _____ **Date:** _____



1151 W Main Avenue
DePere, WI 54115
Sales Rep: Troy Redfearn
Ph: (920) 360-4446
www.MonroeTruck.com

J.O. #

Quotation ID: 2MAW003018

Date: 6/18/2021

Valid thru: 7/18/2021

Terms: NET 30

Quoted by: Mark Woelfel

Ph/Fax: 920-347-4181 / 920-336-8118

Quoted to:

GREEN BAY,CITY (OPERATION DIV) (ATTN:)

519 S. ONEIDA ST.

GREEN BAY, WI 54303

Ph: 920-492-3751 / Fax: 920-492-3747

Email:

Chassis Information

Year:	Make:	Model:	Chassis Color:	Cab Type: REGULAR
Single/Dual: DRW	CA: N/A	CT:	Wheelbase:	Engine: DIESEL
			F.O. Number #:	Vin:

Notes:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
-------------	--------

14' CRYSTEEL STAINLESS STEEL DUMP BODY
- 87" ID 96" OD WIDTH
- 60" 7 GA STAINLESS STEEL FRONT
- 52" 7 GA STAINLESS STEEL STRAIGHT SIDES
- SINGLE PANEL W/RUBRAIL/PRESSED HORIZONTAL SIDES
- 2" SIDE TO FLOOR RADIUS
- STAINLESS STEEL REAR PILLAR POST / PILLAR CAP / RUBRAIL
- 52" 7 GA STAINLESS REAR
- 1/4" STAINLESS FLOOR
- 1/4" STAINLESS LONGSILLS
- AIR TAILGATE RELEASE
- FMVSS108 LIGHTS AND REFLECTORS
- MUDFLAPS FORWARD OF DRIVE TIRES
- BARE STAINLESS STEEL FINISH (NOT PAINTED)
ADDITIONAL LARGE DUMP BODY OPTIONS:
- ELECTRIC BACK-UP ALARM, 97DB
- 1/2 X 10 GA. X 78" CAB SHIELD 100% WELDED; STAINLESS STEEL
- 2- D RINGS WELD ON INSIDE OF TAILGATE
- STAINLESS STEEL FLAT BAR, SINGLE RUNG STEP BELOW RUBRAIL; DRIVER FRONT
- (3) STAINLESS STEEL FLAT BAR STEPS, DRIVER FRONT
- DUMP BODY VIBRATOR - ELECTRIC - INSTALLED
- 1/2" x 120" x 14' DURAPRO LINER W/ BULKHEAD LINED 18" HIGH
- STAINLESS STEEL LEP AND COVER STRIP, WELDED

MARATHON M63138 SA HOIST
- INVERTED TELESCOPIC HOIST
- GREASEABLE REAR HINGE
- DUAL STAINLESS STEEL SAFETY PROPS
- BODY UP LIGHT MOUNTED IN SPREADER CONTROLLER

AERO 575 TARP SYSTEM
- 84" ASPHALT TARP
- ALUM TARP ARMS
- TENSION BOW
- FULL ALUM ENCLOSURE
- ELECTRIC MOTOR
- SIDE MOUNT SPRINGS

MTE MC7090 TRUCK PORTION PLOW HITCH
- OFF-SET FOLDING LIFT ARM
- LOW-PROFILE
- POSITIVE TWO POINT LATCH SYSTEM
- NON-TILTING HITCH
- ADJUSTABLE LIFT ARM
- POWDER COAT BLACK
* CYLINDER; 4X10 DA; NITRIDED ROD



Description	Amount
* RE-INSTALL SUPPLIED BUMPER	
MONROE TORSION TRIP EDGE "J" STYLE REVERSIBLE PLOW - MPPJ45R11-ISTT - 3/8" POLYMER MOLDBOARD WITH INTEGRAL SHIELD - (10) 1/2" ONE-PIECE FLAME CUT RIBS - 2" X 3" X 3/8" TOP ANGLE - 4" X 4" X 3/4" BOTTOM ANGLE - (6) ADJUSTABLE 3/4" TORSION TRIP SPRING ASSEMBLIES FOR A TWO-SECTION TRIP - 4" X 4" X 3/8" CROSS-TUBE SUPPORT - 3-1/2" X 3-1/2" X 1/2" SEMI-CIRCLE - (2) 3" X 10" DOUBLE ACTING REVERSE CYLINDERS WITH CUSHION VALVE - BUILT-IN MONROE LEVEL LIFT ASSEMBLY - MOLDBOARD AND PUSHFRAME TO BE 100% CONTINUOUSLY WELDED - ORANGE POLY MOLDBOARD - PUSH FRAME POWDER COATED BLACK - CARBIDE W/ COVER BLADE CUTTING EDGE * SCREW ADJUSTABLE PARK JACK; INSTALLED * MONROE MC6000 QUICK HITCH; PLOW PORTION * 11' RUBBER SNOW DEFLECTOR, 12", INSTALLED MONROE 10' DFPW HD DOUBLE FUNCTION PATROL WING - TRIP EDGE DESIGN - RIGHT SIDE MOUNT * PARA-GLIDE FRONT POST * SINGLE HYD. EXTENDIBLE PUSHARM - 4" X 6" REAR MOUNTED CROSS TUBE * ORANGE POLY MOLDBOARD - WING STOP - HARDWARE POWDER COATED BLACK * CARBIDE CUTTING EDGE KIT, 3 SECTION * WING SIDE AIR BAG * WING MIRROR MOUNTED ON PLOW LIGHT BRACKET * SINGLE WING MARKER ON TOE END OF WING MTE CUSTOM HYDRAULICS - ELECTRIC, FORCE AMERICA - FILTER, HIGH PRESSURE, PARKER; INSTL - HOT SHIFT PTO W/ 5.6 CU IN LOADSENSE PUMP CUBIC INCH FRONT MOUNT PUMP - TANK, 30 GAL. STD., FRAME MOUNT, W/FILTRATION, STAINLESS STEEL; INSTL - VALVE AND ENCLOSURE, FRAME MOUNTED, STAINLESS STEEL - HYDRAULIC HOSES & FITTINGS FOR SPREADER/PRE-WET/ANTI-ICE/SPARE - CUSTOM MANIFOLD FOR SPREADER/PRE-WET/ANTI-ICE - SUPPLY AND INSTALL SEQUENCE VALVES - FORCE I-GRIP JOYSTICK AND CONSOLE UNITS, CLOSED LOOP AUGER/PRE-WET - FORCE 6100 GROUND-BASED CLOSED-LOOP SPREADER CONTROL - PRECISE WIRELESS ROAD TEMP - STAINLESS STEEL COUPLERS, PLOW ANGLE, WING HEEL, WING HYD PUSHARM, AUGER, SPINNER, PRE-WET LIGHTING: - LED ABL PLOW LIGHTS MOUNTED ON S/S HOOD MOUNTED BRACKETS - LED S/T/T LIGHTS MOUNTED IN REAR POSTS AND LIGHT BOXES BELOW REAR BOLSTER - DOUBLE STAINLESS STEEL LIGHT BOXES UNDER REAR BOSTER OF BODY - SINGLE STAINLESS STEEL LIGHT BOXES MID BODY - CLEAR WING LIGHT - CUSTOM WIRING TO BACK OF CAB FOR CUSTOMER INSTALLED STROBES - REAR POST, MID BODY LIGHT BOXES, REAR OF BODY BOXES, AND BODY BUILDER BOX TO REAR OF CAB (S/T/T & REVERSE)	
DIRECT PURCHASE FROM MTE-DE PERE	Quote Total: \$119,940.00
SOURCEWELL CONTRACT #08-0114MTE	Quote Total: \$122,458.74

Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.



By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units):	☐ Fleet	☐ Retail	Customer P.O. Number:	Dealer Code:	Sourcewell Member Number:
MSO/MCO (ONLY check if legally required):	☐ MCO	☐ MSO			
Customer Signature:				Date of Acceptance:	





1151 W Main Avenue
DePere, WI 54115
Sales Rep: Troy Redfearn
Ph: (920) 360-4446
www.MonroeTruck.com

J.O. #

Quotation ID: 2MAW003023

Date: 6/24/2021

Valid thru: 7/24/2021

Terms: NET 30

Quoted by: Mark Woelfel

Ph/Fax: 920-347-4181 / 920-336-8118

Quoted to:

GREEN BAY,CITY (OPERATION DIV) (ATTN:)

519 S. ONEIDA ST.

GREEN BAY, WI 54303

Ph: 920-492-3751 / Fax: 920-492-3747

Email:

Notes: INSTALLATION WILL BE DONE IN DEPERE, WI

IT WILL BE RESPONSIBILITY OF THE LOADER DEALER TO MOVE MACHINE TO AND FROM THE DE PERE FACILITY

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
LOADER SIDE HITCH - MONROE QHTP FLAT PLATE HITCH - VOLVO STYLE HOOKS - CUSTOM STOPS DESIGNED INTO HITCH FOR EASIER HOOK-UP - POWDER COATED BLACK MONROE TORSION TRIP EDGE "J" STYLE REVERSIBLE PLOW - MPPJ45R12-ISTT * 3/8" ORANGE POLY MOLDBOARD - (10) 1/2" ONE-PIECE FLAME CUT RIBS - (6) ADJUSTABLE 3/4" TORSION TRIP SPRING ASSEMBLIES FOR A TWO-SECTION TRIP - 3" X 10" DOUBLE ACTING REVERSE CYLINDERS - BUILT-IN MONROE LEVEL LIFT ASSEMBLY - MOLDBOARD AND PUSHFRAME TO BE 100% CONTINUOUSLY WELDED - MOLDBOARD FRAME WORK POWDER COATED BLACK - PUSH FRAME POWDER COATED BLACK * 12" RUBBER SNOW DEFLECTOR, INSTALLED * SWIVEL PLATE, PLOW SIDE HITCH - MARKERS ON PLOW 10' MONROE DFPW HD DOUBLE FUNCTION PATROL WING * PARA-GLIDE FRONT POST, US PATIENT # 8,596,396 - POLY MOLDBOARD - TRIP EDGE SAFETY MECHANISM WITH EASILY REMOVABLE SPRINGS - TOP CORNER OF MOLDBOARD CUT AT A 45 DEGREE ANGLE TO CLEAR MAILBOXES - STRAIGHT TOP AND STRAIGHT HEEL MOLDBOARD * RUBBER BLOCK WING STOP * WING LOCK ON TOE AND HEEL CYLINDERS * WING HEEL MARKER - MOLDBOARD POLY ORANGE - HARDWARE POWDER COATED BLACK - HYDRAULIC HOSES TO PLOW AND WING LIGHTING: (1) RED/AMBER STROBE MOUNTED ON WING (6) ENT2B3K RED/AMBER STROBES - (2) FORWARD FACING UNDER HEADLAMPS - (4) CAB MOUNTED (2) FORWARD FACING, (2) REARWARD FACING (2) ENFSS3K RED/AMBER STROBE MOUNTED IN GRILL FACING REAR (2) LED CLEAR WING LIGHTS	

DIRECT PURCAHSE FROM MTE-DE PERE

Quote Total: \$47,590.00

SOURCEWELL CONTRACT #08-0114MTE

Quote Total: \$48,732.16



Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units):	☐ Fleet	☐ Retail	Customer P.O. Number:	Dealer Code:	Sourcewell Member Number:
MSO/MCO (ONLY check if legally required):	☐ MCO	☐ MSO			
Customer Signature:				Date of Acceptance:	



1151 W Main Avenue
DePere, WI 54115
Sales Rep: Troy Redfearn
Ph: (920) 360-4446
www.MonroeTruck.com

J.O. #

Quotation ID: 2MAW003024

Date: 6/24/2021

Valid thru: 7/24/2021

Terms: NET 30

Quoted by: Mark Woelfel

Ph/Fax: 920-347-4181 / 920-336-8118

Quoted to:

GREEN BAY,CITY (OPERATION DIV) (ATTN:)

519 S. ONEIDA ST.

GREEN BAY, WI 54303

Ph: 920-492-3751 / Fax: 920-492-3747

Email:

Chassis Information

Year:	Make:	Model:	Chassis Color:	Cab Type:
Single/Dual:	CA:	CT:	Wheelbase:	Engine:
			F.O. Number #:	Vin:

Notes:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
-------------	--------

MONROE V-BOX SPREADER 12' LONG X 56" TALL X 84" WIDE
- 10 GAUGE STAINLESS STEEL HOPPER
- 7 GAUGE FORMED LONG-SILLS SLOTTED FOR DRIVE AND IDLER SHAFT REMOVAL
- 45 DEGREE SLOPED SIDES
- DUAL AUGER CONVEYOR SYSTEM WITH HYDRAULIC INTERLOCK TOP GRATE KIT
- PLANETARY DRIVE GEARBOX
- HARD SURFACED AUGERS
- REAR AUGER DISCHARGE
- TIP-UP STAINLESS STEEL SPINNER ASSEMBLY, LOOSE
- RUBBER SIDE SPILL SHIELD KIT, INSTALLED WITH STAINLESS STEEL HARDWARE
- FRONT TAPERED STAINLESS STEEL SPILL GUARD KIT
- FRONT BEARING GREASE LINE EXTENSION KITS
* SINGLE LIFT POINT BUILT INTO THE TOP GRATE KIT TOP BEAM
- BARE STAINLESS STEEL FINISH
- DELIVERED TO CITY GARAGE AS NOT INSTALLED

DIRECT PURCHASE FROM MTE-DE PERE

Each: \$23,214.00

SOURCEWELL CONTRACT #08-0114MTE

Each: \$23,863.99

Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units):	☐ Fleet	☐ Retail	Customer P.O. Number:	Dealer Code:	Sourcewell Member Number:
MSO/MCO (ONLY check if legally required):	☐ MCO	☐ MSO	1700021-00		
Customer Signature:	Date of Acceptance:				



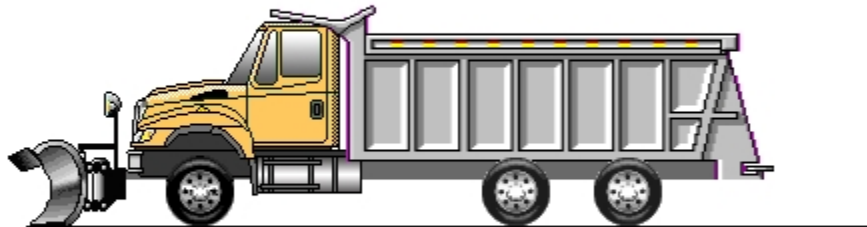
Prepared For:

City Of Green Bay Purchasing
 Nathan Wachtendonk
 100 North Jefferson Street
 GREEN BAY, WI 54301-
 (920)448 - 3047
 Reference ID: disc brakes

Presented By:

PACKER CITY INT'L TRKS
 Mark Winkler
 611 HANSEN ROAD
 GREEN BAY WI 54304 -
 (920)499-0879

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2023 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Front Plow and Wing with Spreader
MISSION:	Requested GVWR: 58000. Calc. GVWR: 60000 Calc. Start / Grade Ability: 21.77% / 2.31% @ 55 MPH Calc. Geared Speed: 70.2 MPH
DIMENSION:	Wheelbase: 183.00, CA: 115.90, Axle to Frame: 77.00
ENGINE, DIESEL:	{Cummins L9 360} EPA 2021, 360HP @ 2200 RPM, 1150 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 359 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-4DFR} Single Reduction, 40,000-lb Capacity, .433"(11mm) Wall Housing Thickness, R Wheel Ends Gear Ratio: 5.86
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 315/80R22.5 Load Range L XZU-S2 (MICHELIN), 488 rev/mile, 65 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H X MULTI D (MICHELIN), 494 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, AIR, TANDEM:	{Hendrickson PRIMAAX EX} 46,000-lb Capacity, 55" Axle Spacing, 9.0" Ride Height, with Shock Absorbers
PAINT:	Cab schematic 100WL Location 1: 1627, Palomino (Custom) Chassis schematic N/A

<u>Code</u>	<u>Description</u>
HV60700	Base Chassis, Model HV607 SBA with 183.00 Wheelbase, 115.90 CA, and 77.00 Axle to Frame.
1572	TOW HOOK, REAR (2)
1AND	AXLE CONFIGURATION {Navistar} 6x4
	<u>Notes</u> : Pricing may change if axle configuration is changed.
1CGE	FRAME RAILS Heat Treated Alloy Steel (125,000 PSI Yield); 11.25" x 4.00" x 0.500" (285.75mm x 101.6mm x 12.7mm); 480.8" (12212mm) Maximum OAL
1LNR	BUMPER, FRONT Swept Back, Steel, Painted 0001 Canyon Black, Heavy Duty
1MEJ	FRAME, SPECIAL EFFECTS Dimple on Left and Right Top Flange of Frame Rail to Reference Rear Axle Centerline
1UAM	FRAME EXTENSION, FRONT Integral; 27" In Front of Grille
1WDU	CROSSMEMBER, FRONT for Hydraulic Pump, Mounting Flange to Accommodate Pump
1WGX	WHEELBASE RANGE 169" (430cm) Through and Including 219" (555cm)
2ARY	AXLE, FRONT NON-DRIVING {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
3ACS	SUSPENSION, FRONT, SPRING Multileaf, Shackle Type, 20,000-lb Capacity, Less Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4732	DRAIN VALVE {Berg} with Pull Chain, for Air Tank
4AZJ	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System, with Automatic Traction Control
4EBS	AIR DRYER {Bendix AD-9} with Heater
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4WJJ	DUST SHIELDS, FRONT BRAKE Rotor, with Air Disc Brakes
4WJL	DUST SHIELDS, REAR BRAKE Rotor, with Air Disc Brakes
4WZJ	AIR TANK LOCATION (2) : One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail
4XCJ	BRAKES, FRONT {Bendix Spicer ADB22X} Air Disc Type, Extended Service, Size 22.5", 23,000-lb Capacity
4XCK	BRAKES, REAR {Bendix Spicer ADB22X} Air Disc Type, Extended Service, Size 22.5", 26,000-lb Capacity per Axle
4XDX	BRAKE CHAMBERS, FRONT AXLE 20 SqIn, for Air Disc Brakes
4XEA	BRAKE CHAMBERS, REAR AXLE 18/24 SqIn Spring Brake, Double Diaphragm, for Air Disc Brakes
4XEE	PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type
5710	STEERING COLUMN Tilting and Telescoping

<u>Code</u>	<u>Description</u>
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power
6DGT	DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4
7BEU	AFTERTREATMENT COVER Aluminum
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab
7WAZ	TAIL PIPE (1) Turnback Type
7WCM	EXHAUST HEIGHT 8' 10"
7WDN	MUFFLER/TAIL PIPE GUARD (1) Aluminum
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
	<u>Includes</u>
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: STARTER SWITCH Electric, Key Operated
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
	: WIRING, CHASSIS Color Coded and Continuously Numbered
8899	JUMP START STUD (2) Remote Mounted
8GGG	ALTERNATOR {Delco Remy 36SI} Brushless, 12 Volt, 165 Amp Capacity, Pad Mount, with Remote Sense
8MMG	BATTERY SYSTEM {Deka/EAST PENN 9A31 AGM} Maintenance-Free, (3) AGM 12-Volt 2775CCA Total, Top Threaded Stud
8RGA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and Routed to Center of Header Console in Cab
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars
8RPB	RADIO, AUXILIARY CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8THJ	AUXILIARY HARNESS 3.0' for Auxiliary Front Head Lights and Turn Signals for Front Plow Applications
8VAY	HORN, ELECTRIC Disc Style
8WGA	SOLENOID, AIR for Customer Use; Provides (1) Normally Closed Pilot Air Source, Approx. 4 CFM, Includes Latched Switch in Cab; Air Available Only with Key in "Ignition" or "Accessory" Position; Air Will Exhaust with Key in "Off" Position
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WZP	INDICATOR, BATTERY WARNING Green BATTERY ON Indicator, Mounted on Left Side of Instrument Panel, To be Used with Factory Installed or Customer Mounted Battery Disconnect Switch

<u>Code</u>	<u>Description</u>
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XDZ	BATTERY BOX Steel, 2-3 Battery Capacity, Mounted Inside the Cab, Under Passenger Seat
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender
8XHD	BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Cab Mounted
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
9585	FENDER EXTENSIONS Rubber
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9ANG	HOOD, HATCH (01) for Servicing
9HBM	GRILLE Stationary, Chrome
9WAC	BUG SCREEN Mounted Behind Grille
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WL"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10771	PAINT CLASS Single Custom Color
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10WCY	SAFETY TRIANGLES
10XAN	FIRE EXTINGUISHER 5 lb Class A B C
10XAP	FIRE EXTINGUISHER BRACKET Mounted Left Side Driver Seat
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12ESP	ENGINE, DIESEL {Cummins L9 360} EPA 2021, 360HP @ 2200 RPM, 1150 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 359 Peak HP (Max)
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
	<u>Includes</u> : FAN Nylon
12UWZ	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber

<u>Code</u>	<u>Description</u>
12VAG	AIR CLEANER Single Element, with Integral Snow Valve and In-Cab Control
12VHR	FEDERAL EMISSIONS {Cummins L9} EPA, OBD and GHG Certified for Calendar Year 2021
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12VYL	ACCESSORY WIRING, SPECIAL for Road Speed Wire Coiled Under Instrument Panel for Customer Use
12VYP	ENGINE CONTROL, REMOTE MOUNTED No Provision for Remote Mounted Engine Control
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
13AVR	TRANSMISSION, AUTOMATIC {Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13XAM	PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission
14899	SUSPENSION AIR CONTROL VALVE Pressure Release Control In Cab
14GVY	AXLE, REAR, TANDEM {Meritor MT-40-14X-4DFR} Single Reduction, 40,000-lb Capacity, .433"(11mm) Wall Housing Thickness, R Wheel Ends . Gear Ratio: 5.86
14UNX	SUSPENSION, REAR, AIR, TANDEM {Hendrickson PRIMAAX EX} 46,000-lb Capacity, 55" Axle Spacing, 9.0" Ride Height, with Shock Absorbers
14WMJ	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 50 thru 64.99 Pints
15LMA	LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 15" Back of Cab
15LNG	FUEL/WATER SEPARATOR {Davco 245} 12 VDC Electric Heater, Includes Pre-Heater, Includes Water-in-Fuel Sensor
15SGG	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 70 US Gal (265L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GDC	GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16LSD	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Mordura Cloth, Isolated, with 2 Position Front Cushion Adjustment, -3 to +14 Degree Seat Back Adjustment, Single Chamber Air Lumbar Support
16SMW	GRAB HANDLE, EXTERIOR Black, Aluminum, for Cab Entry Mounted Left Side at B-Pillar

<u>Code</u>	<u>Description</u>
16SMZ	SEAT, PASSENGER {Seats, Inc.} Non Suspension, High Back, Fixed Back, Integral Headrest, Mordura Cloth, for use with Batteries in Cab
16SPJ	MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7" x 14.5", Includes 8" x 6" Convex Mirrors, for 96" Load Width
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"
16VCC	SEAT BELT All Orange; 1 to 3
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16VSL	WINDSHIELD Heated, Single Piece
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WEE	CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WSK	CAB REAR SUSPENSION Air Bag Type
16XJP	INSTRUMENT PANEL Wing Panel
16XWY	WINDSHIELD WASHER RESERVOIR Mounted Under Cab with Remote Fill Mounted Behind Cab Drivers Side
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
27DVY	WHEELS, FRONT {Alcoa 89U63} DISC; 22.5x9.00 Rims, Non-Polished Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs, Non-Standard Offset 4.06"
28DUK	WHEELS, REAR {Accuride 29169} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs
29597	WHEEL SEALS, REAR {Stemco Voyager} Oil Lubricated Wheel Bearings
29598	WHEEL SEALS, FRONT {Stemco Voyager} Oil Lubricated Wheel Bearings ILO Standard Oil Seals
29PAX	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied Gray Powder Coat Paint
29WAP	WHEEL GUARDS, FRONT {Accuride} for Metric Hub Piloted Wheels with Flanged Mounting Nuts Mounted Between Hub and Wheel
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches
60ACS	BDY INTG, SWITCH MOMNTRY 3POS Rocker, Backlit, with "ON" Indicator Mounted on Dash, Latching Software, for 1; Auxiliary Load 20 amp. Maximum; Power Available Only in "Ignition" or "Accessory" Position, Output Also Controlled by a Customer Remote Mounted Switch (requires 1 Remote Power Module input & 1 output)
7482138203	(8) TIRE, REAR 11R22.5 Load Range H X MULTI D (MICHELIN), 494 rev/mile, 75 MPH, Drive
7682543212	(2) TIRE, FRONT 315/80R22.5 Load Range L XZU-S2 (MICHELIN), 488 rev/mile, 65 MPH, All-Position

Services Section:

<u>Code</u>	<u>Description</u>
40128	WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A
40RBE	SERVICES, TOWING {Navistar} Service Call to 12-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; \$550 (USA) Maximum Benefit per Incident

(US DOLLAR)

DescriptionPrice

Net Sales Price:

\$97,719.00

2020 Purchase Order # 2000103-00	\$95719.00 chassis
2021 EPA charge	\$ 750.00
2021 Steel Surcharge	\$ 1000.00
2021 Freight Premium	\$ 250.00

Total 2022 Purchase amount	\$ 97,719.00
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Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



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

MEETING DATE

August 3, 2021

PREPARED BY

AGENDA ITEM # N.7

To approve the award of the contract PARKS 2-21 (PEDESTRIAN BRIDGE OVER BAIRD CREEK) to the low responsive bidder, Michels Corp., in the amount of \$309,161.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Bid Summary - Public PARKS 2-21 (PEDESTRIAN BRIDGE OVER BAIRD CREEK)

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

PARKS 2-21 (PEDESTRIAN BRIDGE OVER BAIRD CREEK)

Tuesday, July 20, 2021

Contractor	Base Bid	Bid Bond
MICHELS CORP.	\$309,161	10%
ADVANCE CONSTRUCTION INC.	\$361,565	5%
MILBACH CONSTRUCTION SERVICES, CO.	NON-RESPONSIVE	
Any questions, call 920-448-3100		



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

MEETING DATE

August 3, 2021

PREPARED BY

AGENDA ITEM # N.8

To receive and place on file the report of award of the following contracts:

A. SEWERS 3-21 N. DANZ AVENUE STORM SEWER to the low responsive bidder, Peters Concrete Co., in the amount of \$366,515.50.

B. SEWERS 4-21 MINI-SEWERS to the low responsive bidder, Dorner Inc., in the amount of \$393,719.20.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Bid Summary - Public SEWERS 3-21 N. DANZ AVENUE STORM SEWER
2. Bid Summary - Public SEWERS 4-21 MINI-SEWERS

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

SEWERS 3-21 N. DANZ AVENUE STORM SEWER

Tuesday, July 6, 2021

Contractor	Bid	Bid Bond
PETERS CONCRETE CO.	\$366,515.50	5%
DORNER INC.	\$399,219.04	5%
DE GROOT, INC.	\$404,135.96	5%
PTS CONTRACTORS, INC.	\$558,744.00	5%
Any questions, call 920-448-3100		

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

SEWERS 4-21 MINI-SEWERS

Tuesday, July 13, 2021

Contractor	Bid	Bid Bond
DORNER INC.	\$393,719.20	5%
DEGROOT, INC.	\$410,336.28	5%
HIGHWAY LANDSCAPERS, INC.	\$434,449.70	5%
JOSSART BROTHERS, INC.	\$436,382.00	5%
PTS CONTRACTORS, INC.	\$529,860.00	5%
Any questions, call 920-448-3100		



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

MEETING DATE

August 3, 2021

PREPARED BY

AGENDA ITEM # N.9

To approve the request by Speedy Clean, Inc. to enter into an annual Hold Harmless Agreement for access to the City of Green Bay sewer system to conduct inspection of the sewer mains and laterals.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 3, 2021

PREPARED BY

AGENDA ITEM # N.10

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

A. Granting of Licenses

1. Sidewalk Builder

- a. Custom Concrete & Hardscapes LLC
- b. James J. Calmes & Son, Inc.
- c. Titledown Construction LLC

2. Tree and Brush Trimmer

- a. WB Tree Service

3. Underground Sprinkler System

- a. NEW Irrigation, LLC dba Conserva Irrigation

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 3, 2021

PREPARED BY

AGENDA ITEM # O.1

To hold a renewal application for a "Class B" Combination license by Strats, Inc. at 2850 Humboldt Rd. until the September 13th Protection & Policy Committee meeting. *(The Protection & Policy Committee took final action on this item at the July 26, 2021 Protection & Policy Committee).*

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. sharpscans@greenbaywi.gov_20210615_113123
2. CommonCouncilMinutes_07.21.2020
3. 07.13.2020Minutes_P&P
4. 7.16.2020Minutes_P&P



MINUTES OF THE COMMON COUNCIL

TUESDAY, JULY 21, 2020, 6:00 PM

Virtual Meeting

Public may also view at

www.youtube.com/CityOfGreenBay

A. ZOOM MEETING INFORMATION.

I. This item contains documents which provide call in information and instructions for the Zoom Meeting.

B. ROLL CALL.

Present: Brian Johnson, Chris Wery, Jesse Brunette, John VanderLeest, Mark Steuer, Veronica Corpus-Dax, Lynn Gerlach, Barbara Dorff, Bill Galvin, Craig Stevens, Randy Scannell, Kathy Lefebvre

C. PLEDGE OF ALLEGIANCE.

D. INVOCATION.

I. The invocation will be led by Jerry Bader, Pastor, Faith by the Bay Ministries, invited by Alder Brian Johnson, District 9.

The invocation was led by Jerry Bader, Pastor, Faith by the Bay Ministries, invited by Alder Brian Johnson, District 9.

E. APPROVAL OF MINUTES.

Moved by Ald. Barbara Dorff, seconded by Ald. Randy Scannell to approve. Motion carried.

Minutes of the Common Council

I. Approval of the minutes from the June 29, 2020 Common Council meeting.

F. APPROVAL OF THE AGENDA.

Moved by Ald. Barbara Dorff, seconded by Ald. Lynn Gerlach to amend the agenda to take Committee of the Whole and Resolutions after Agenda Item I. Motion carried.

Moved by Ald. Randy Scannell, seconded by Ald. Barbara Dorff to approve as amended. Motion carried.

G. REPORT BY THE MAYOR.

H. ANNOUNCEMENTS.

I. APPOINTMENTS.

I. New Appointment

Zoning and Planning Board of Appeals

Tom Hoy, 1120 Cass Street, Green Bay, WI 54301

Term to expire: August 1, 2023

Re-appointment

Green Bay Sustainability Commission

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

Term to expire: August 1, 2023

Moved by Ald. Randy Scannell, seconded by Ald. Craig Stevens to approve the appointment. Motion carried.

Moved by Ald. Barbara Dorff, seconded by Ald. Veronica Corpus-Dax to approve the re-appointment. Motion carried.

J. ORDINANCES - SECOND READING FOR ADOPTION.

Moved by Ald. Barbara Dorff, seconded by Ald. Veronica Corpus-Dax to suspend the rules and take Ordinances 1 through 3 with a roll call vote. Motion carried.

Moved by Ald. Randy Scannell, seconded by Ald. Veronica Corpus-Dax to adopt Ordinances 1 through 3. Motion carried.

Yes- Barbara Dorff, Bill Galvin, Brian Johnson, Chris Wery, Craig Stevens, Jesse Brunette, John VanderLeest, Mark Steuer, Randy Scannell, Veronica Corpus-Dax, Kathy Lefebvre, Lynn Gerlach

I. Zoning Ordinance No. 09-20

An ordinance rezoning property located at 1341 Brosig Street from General Commercial (C1)

Minutes of the Common Council

District to Varied Density Residential (R3) District.

2. General Ordinance No. 19-20

An ordinance creating section 9.17, Green Bay Municipal Code, relating to responsible bidder criteria.

3. General Ordinance No. 21-20

An ordinance amending Section 29.208, Green Bay Municipal Code, relating to parking regulations.

K. REPORT OF THE REDEVELOPMENT AUTHORITY (JULY 14, 2020).

Moved by Ald. Brian Johnson, seconded by Ald. Randy Scannell to approve. Motion carried.

1. To approve a 2020 fee waiver for the parklet permit fee utilizing CARES Act funding or other available funding sources (communication from Ald. Johnson from June 29, 2020 Common Council meeting).

2. To approve a Hold Harmless Agreement with Downtown Green Bay, Inc. for a temporary outdoor dining space at 204, 206, 208, and 210 N. Washington Street (Tax Parcels 12-65, 12-66, 12-67, 12-68) and work with the Parking Division to ensure no loss of revenue.

L. REPORT OF THE IMPROVEMENT & SERVICES COMMITTEE (JULY 15, 2020).

Moved by Ald. Randy Scannell, seconded by Ald. Craig Stevens to approve. Motion carried.

1. To approve the request by Michael Krouth, 311 N. Henry Street, to refund \$470 in connection fees for mini-storm sewer connection.

2. To approve the request to amend and update the Stormwater Utility ordinance to include and explain the impact trees have on stormwater retention and drainage, and to provide a dollar credit to property owners who have trees planted or growing on their property in order to be consistent and fair with what the majority of the Common Council passed in November 2019. If the ordinance

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and Equivalent Residential Unit calculations are not adjusted appropriately, then Forestry expenses should no longer be paid for by Stormwater utility rates effective January 2021 (referred to staff at the April 29, 2020 Improvement and Services Committee meeting to modify existing ordinance to further define pervious area in the ordinance and report back to Committee) and to approve the draft General Ordinance No. 26-20. (Ald. Brunette)

3. To refer back to staff the request that Department of Public Works looks into the storm water sewer backups starting from East Shore Circle to California/East Shore Drive (referred to staff at the June 10, 2020 Improvement and Services Committee meeting). (Ald. Lefebvre)

4. To hold until the August 12, 2020 Improvement and Services Committee meeting the request for status update on plans to address chronic flooding in the vicinity of Main and East Mason Streets and Department of Public Works staff to report back to the Committee on feedback from designer on phasing the project (held at the December 10, 2019 Improvement and Services Committee meeting). (Ald. Nicholson)

5. To receive and place on file the request for (1) review of the Department of Public Works completion date expectations with possible action, and (2) notification to the Brown County Home Builders Association about the meeting as Department of Public Works staff will be meeting with Brown County Home Builders Association on December 12, 2019 (held at the April 8, 2020 Improvement and Services Committee meeting). (Ald. Nicholson)

6. To approve the request to amend Chapter 9, Subsection IV, Green Bay Municipal Code to address pavement assessments against residential properties located in mixed use zoning areas and to approve the draft General Ordinance No. 27-20. (Ald. Stevens)

7. To approve the request by Wisconsin Department of Transportation to enter into a Routine Maintenance and Operation Agreement for the Ray Nitschke Memorial (Main Street) Bridge for State Fiscal Year 2021 (July 1, 2020 – June 30, 2021).

8. To approve the request by Department of Public Works to award construction contract at a staff level and report the award at the next regular meeting of the Improvement and Services Committee for SEWERS 5-20 S. GRANDVIEW ROAD SANITARY SEWER.

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

A. Granting of Licenses

1. Sidewalk Builder to Poblocki Paving Corp.

2. Underground Sprinkler System to ADC Maintenance LLC.

10. To receive and place on file the award of contract SOUTH BAY SHORE DIKE REINFORCEMENT to Vinton Construction in the amount of \$1,013,527.10.

**M. REPORT OF THE PROTECTION & POLICY COMMITTEE (JULY 13, 2020
RECESSED AND RECONVENED JULY 16, 2020).**

Moved by Ald. Randy Scannell, seconded by Ald. Craig Stevens to approve with the exception of Items 12 and 13. Motion carried.

1. To approve an application for a "Class B" Combination license for Tristas Lunchbox LLC at 1542 University with a licensed premises as "MAIN FLR, BAR, COOLERS, POOL ROOM, BACK OFFICE, TIKI BAR W/IN OUTDOOR PATIO, OUTDOOR PATIO," previously discussed at the June 8 Protection & Policy Committee meeting. (Previously licensed as Alisa Marie, LLC), with the approval of the proper authorities.

2. To approve a "Class A" Liquor and Class "A" Beer license for Mi Favorita Supermarket LLC at 1908 E. Mason St. with a licensed premises description of "coolers," with the approval of the proper authorities. (Previously licensed as Mi Favorita Supermarket).

3. To approve a "Class B" Combination License for Lil Jamaica LLC at 1332 S. Broadway with a licensed description as "bar area, 2 small closets, bathrooms, closet at back entrance, small attic, outdoor patio, side yard," with the approval of the proper authorities. (Previously licensed as

Sunshine N Wallys Bar, Inc).

4. To approve a Class "B" Beer & "Class C" Wine license by Aldo's Pizza of Green Bay, LLC at 1247 Velp Ave. with a licensed premises as "Cooler, dining room," with the approval of the proper authorities. (Currently licensed as an individual Jean Cleary).

5. To approve a 2020-2021 renewal application for a "Class B" Combination License for Chip Stacks, Inc. at 416 Dousman St. with a change of agent and with the approval of proper authorities.

6. To approve a renewal application for the 2020-2021 license year for Strats, Inc. at 2850 Humboldt Rd. (Submitted June 29, 2020), with the approval of the proper authorities.

7. To approve the renewal applications for various liquor and/or beer licenses for the 2020-2021 license year with approval of the proper authorities (see attached).

8. To approve the release of the 2019-2020 "Class B" Combination licenses to the pool of available licenses due to no action taken for the 2020-2021 license year.

9. To approve a request by Hagemeister Park, Inc. at 325 N. Washington St. to amend their liquor license to include a sidewalk cafe permit adjacent to 325 N. Washington St.

10. To approve a request by Skogen's Foodliner, Inc. at 2430 University Ave. to amend their liquor license to include part of their parking lot for Click and Collect curbside pickup.

11. To approve a request by Skogen's Foodliner, Inc. at 2250 W. Mason St. to amend their liquor license to include part of their parking lot for Click and Collect curbside pickup.

12. To receive and place on file a request by Ald. Wery for an update with possible action on changes to the Ethics Ordinance/Policy that were requested in 2018, with explanation as to why it is taking so long while other newer programs, policies and ordinances are placed ahead of this item.

Moved by Ald. Randy Scannell, seconded by Ald. Barbara Dorff to approve Item 12.

Moved by Ald. Chris Wery, seconded by Ald. Jesse Brunette to have the Law Department present the amended Ethics Ordinance/Policy to the Ethics Committee in September. Motion failed.

Yes- Brian Johnson, Chris Wery, Jesse Brunette, John VanderLeest, Mark Steuer, No- Barbara Dorff, Bill Galvin, Craig Stevens, Randy Scannell, Veronica Corpus-Dax, Kathy Lefebvre, Lynn Gerlach
A voice vote was taken on the original motion and motion carried.

13. No recommendation on a request by Ald. Scannell to make a city ordinance requiring employees and the public in social situations to wear masks and practice social distancing.

Moved by Ald. Brian Johnson, seconded by Ald. Barbara Dorff to receive and place on file Item 13.
Motion carried.

14. To hold a request by Ald. Galvin that the city consider taking fluoride out of the treatment process for the city water to the next meeting of Protection and Policy committee for staff to provide available dates for a special meeting to address this item alone.

15. To approve General Ordinance 24-20, an ordinance amending Section 2.06(8), Green Bay Municipal Code, relating to reading of ordinances.

16. To hold a communication from Alder Dorff to research and create a fair housing ordinance for the City of Green Bay, previously discussed at the July 8, 2019 Protection & Policy meeting, to the next meeting of the Protection and Policy Committee to allow for more input from the public.

17. To approve General Ordinance number 22-20, repealing and recreating Section 6.39, Green Bay Municipal Code, relating to mobile food establishments.

18. To receive and place on file The Liquor Violation Report for July 13, 2020.

19. To receive and place on file an informational report regarding liquor licenses.

N. REPORT OF THE PROTECTION & POLICY COMMITTEE GRANTING OPERATOR LICENSES.

Moved by Ald. Randy Scannell, seconded by Ald. Veronica Corpus-Dax to approve. Motion carried.

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

O. REPORT OF THE PLAN COMMISSION (JULY 13, 2020).

Moved by Ald. Veronica Corpus-Dax, seconded by Ald. Craig Stevens to approve with the exception of Item 3. Motion carried.

1. To receive and place on file a communication from Ald. Kathy Lefebvre (District 6) "To look at residential policy per storm water runoff; residences are experiencing rain water runoff from elevated houses because of floodplain building elevation requirements (FEMA)" (from May 26, 2020 Plan Commission meeting).

2. To refer to Planning Staff a communication from Ald. Barb Dorff (District 1) to "Estimate potential costs and benefits of proposed Grandview development" (from June 29, 2020 Council Meeting).

3. To receive and place on file a communication from Ald. Chris Wery (District 8) to "Request an update with any appropriate action on the property located at the corner of S. Ridge Road/Lombardi Avenue, owned by Kuehn Properties" (from July 2, 2020 email to the City Clerk).

Moved by Ald. Randy Scannell, seconded by Ald. Veronica Corpus-Dax to approve Item 3. Motion carried.

4. To authorize a Conditional Use Permit (CUP) for self-service storage at 1929 Verlin Road, submitted by Curtis Klish, MCR Rentals, LLC, property owner (Ald. L. Gerlach, District 3). subject to:
1. Compliance with all of the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit, including standard site plan review and approval.
2. There shall be no expansion of the conditional use without Plan Commission and City Council Approval.
Public hearing held 07/13/2020.

5. To amend Chapter 13-522(a)(7), Green Bay Zoning Code regarding temporary uses as presented by Planning Staff. Public hearing held 07/13/2020.

P. REPORT OF THE FINANCE COMMITTEE (JULY 14, 2020).

Moved by Ald. Barbara Dorff, seconded by Ald. Randy Scannell to approve with the exception to Items 10 and 11. Motion carried.

1. To approve the payoff of 2018 and 2019 Board of Commissioners of Public Lands state trust fund loans for a total of \$3,000,000 contingent on the approval of the next two items.

2. To approve refunding \$2,000,000 BCPL state trust fund loan for TID 22.

3. To approve refunding taxable 2010 General Obligation purpose bonds (BABs).

4. To approve the acceptance of the Center for Tech & Civic Life grant for \$1,093,400 as long as any clawback provision be brought back to the Common Council.

5. To approve the report out of the acceptance of the WEC CARES subgrant for \$57,535.30 with allowable uses to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle.

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

7. To approve the purchase of Type I ambulance for GBMFD for the sum of \$261,617 from Jefferson Fire & Safety, the lowest responsive, responsible bidder for RFQ #3266.

8. To approve the purchase of Mitel Phone system from CCCP off the SourceWell group purchasing cooperative contract contingent on the supporting documentation being included in the Council packet.

9. To approve Option #1 authorizing up to \$50,000 from our 2020 contingency fund and spreading the balance of the contract over 2021-2022 under the direction of the Procurement Manager to negotiate that agreement with the expectation of the Revaluation Assessment service to be completed by 1/1/22 for the 2023 Budget.

10. No recommendation on the request for approval of amendment to cell tower lease at Ted Fritsch Park, with with summary of change and amendment to be provided to Council.

Moved by Ald. Randy Scannell, seconded by Ald. Brian Johnson to approve Item 10. Motion carried.

11. No recommendation on the request for approval of amendment to cell tower lease at Fisk Park, with summary of change and amendment to be provided to Council.

Moved by Ald. Brian Johnson, seconded by Ald. Veronica Corpus-Dax to approve Item 11. Motion carried.

12. To receive and place on file the request by Ald. Wery to offer a pay incentive/bonus for poll workers who have worked and will work this year during the Covid-19 situation, and to refer to HR / Personnel staff the request to adopt a policy for future hazard pay situations for research on hazard pay policies.

13. To receive and place on file the request by Ald. Wery for an update on the Zima v Schmitt lawsuit.

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

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

Q. REPORT OF THE PARK COMMITTEE (JULY 15, 2020).

Moved by Ald. Barbara Dorff, seconded by Ald. Mark Steuer to approve. Motion carried.

1. To refer to staff to generate a cost estimate for the installation of surveillance equipment at Seymour Park and bring back to Park Committee for review.

2. To direct staff to research the feasibility of including funding to develop a park in the Bay Highlands area as part of the 5 year Capital Improvement Plan to be presented in the fall of 2020.

3. To hold until the next Park Committee the updates on the budget, cost estimates and phasing plan options for the beach project at Bay Beach Amusement Park.

4. To approve the request for the Wildlife Sanctuary to reinstate the on-site deer management program per the recommendations in the Bay Beach Wildlife Sanctuary On-Site White Tailed Deer Population Study.

5. To approve the updated 2020-2024 Green Bay Parks, Recreation and Forestry Open Space Plan.

6. To approve a resolution in support of the updated 2020-2024 Green Bay Parks, Recreation and Forestry Open Space Plan.

7.

A. To approve the purchase of one (1) Utility Vehicle for \$60,268 from Bobcat Plus Inc.

B. To approve the purchase of one (1) 26,000 GVW Cab & Chassis for \$69,970 from Truck Country of Iowa Inc.

8. To receive and place on file the staff update to the 2020 City of Green Bay Parks COVID-19 Reopening Plan as it relates to splash pads and wading pools. (INFORMATIONAL ONLY)

R. AD HOC COMMITTEE ON ELECTIONS (JULY 9, 2020)

Moved by Ald. Barbara Dorff, seconded by Ald. Randy Scannell to open the floor for discussion. Motion carried.

Moved by Ald. Randy Scannell, seconded by Ald. Barbara Dorff to close the floor for discussion. Motion carried.

Moved by Ald. Barbara Dorff, seconded by Ald. Randy Scannell to approve. Motion carried.

I. To approve the Wisconsin Safe Voting Plan (grant funded by the Center for Tech and Civic Life) and the recommendations contained therein.

S. REPORT OF THE TAX INCREMENTAL DISTRICTS JOINT REVIEW COMMITTEE (JULY 9, 2020).

Moved by Ald. Randy Scannell, seconded by Ald. Craig Stevens to approve. Motion carried.

I. To receive and place on file the Tax Incremental Districts annual reports.

T. RECEIVE AND PLACE ON FILE.

Moved by Ald. Randy Scannell, seconded by Ald. Barbara Dorff to approve. Motion carried.

1. Building Permit Report for June 2020.

2. Municipal Court Report for June 2020.

U. COMMITTEE OF THE WHOLE.

1. Consideration with possible action on "Resolution Providing for Face Coverings within the City of Green Bay," effective July 27, 2020.

Moved by Ald. Barbara Dorff, seconded by Ald. Randy Scannell to open the floor for discussion. Motion carried.

Moved by Ald. Randy Scannell, seconded by Ald. Barbara Dorff to close the floor for discussion. Motion carried.

Moved by Ald. Randy Scannell, seconded by Ald. Barbara Dorff to approve.

Moved by Ald. Randy Scannell, seconded by Ald. Barbara Dorff to amend Page 2(1)(b) to read (b) Indoor area accessible to the public means any interior area of any structure or premises licensed by the City of Green Bay or used in whole or in part as a place of resort, assemblage, lodging, trade, traffic, occupancy or other use by the public, to which the public customarily has access. Motion carried.

Yes- Barbara Dorff, Bill Galvin, Brian Johnson, Craig Stevens, Jesse Brunette, Randy Scannell, Veronica Corpus-Dax, Kathy Lefebvre, Lynn Gerlach, No- Chris Wery, John VanderLeest, Mark Steuer

Moved by Ald. Brian Johnson, seconded by Ald. Jesse Brunette to strike Page 3 Section I (4) Enforcement and page 2 paragraph 3 but recognizes that penalties are necessary to ensure such compliance; now, therefore. Motion failed.

Yes-Brian Johnson, Chris Wery, Jesse Brunette, John VanderLeest, Mark Steuer, No-Barbara Dorff, Bill Galvin, Craig Stevens, Randy Scannell, Veronica Corpus-Dax, Kathy Lefebvre, Lynn Gerlach

Moved by Ald. Chris Wery, seconded by Ald. Jesse Brunette to refer to the Protection & Policy Committee. This motion was later rescinded.

Moved by Ald. Chris Wery, seconded by Ald. John VanderLeest to amend to add places of worship under exemptions. Motion carried.

Yes- Barbara Dorff, Brian Johnson, Chris Wery, Jesse Brunette, John VanderLeest, Mark Steuer, Randy Scannell No-Bill Galvin, Craig Stevens, Veronica Corpus-Dax, Kathy Lefebvre, Lynn Gerlach

Moved by Ald. Kathy Lefebvre seconded by Ald. Craig Stevens to amend on page 2 (1)(a) under definitions to read "and/or a face shield which covers the mouth and nose, covers the side of the face, and is secured on the head." Motion carried.

Yes- Barbara Dorff, Bill Galvin, Brian Johnson, Craig Stevens, Jesse Brunette, Randy Scannell,

Veronica Corpus-Dax, Kathy Lefebvre, Lynn Gerlach, Chris Wery No-John VanderLeest, Mark Steuer

Moved by Ald. Brian Johnson, second by Ald. Jesse Brunette to strike 4b. Motion failed 6-6 with the Mayor breaking the tie with a no vote.

Yes- Brian Johnson, Chris Wery, Jesse Brunette, John VanderLeest, Mark Steuer, Veronica Corpus-Dax, No-Barbara Dorff, Bill Galvin, Craig Stevens, Randy Scannell, Kathy Lefebvre, Lynn Gerlach

Moved by Ald. Brian Johnson, seconded by Ald. Kathy Lefebvre to amend Section 2. to add after declaration of emergency "or if the County adopts a countywide mandate." Motion carried.

Yes-Barbara Dorff, Bill Galvin, Brian Johnson, Chris Wery, Jesse Brunette, John VanderLeest, Mark Steuer, Randy Scannell, Veronica Corpus-Dax, Kathy Lefebvre, Lynn Gerlach, No-Craig Stevens

Moved by Ald. Brian Johnson, seconded by Ald. Kathy Lefebvre to amend Section (4)(a) to remove "law enforcement may enforce trespassing laws and add "the individual shall be subject to a municipal forfeiture of \$10." Motion carried.

Yes-Bill Galvin, Brian Johnson, Chris Wery, Jesse Brunette, John VanderLeest, Mark Steuer, Randy Scannell, Veronica Corpus-Dax, Kathy Lefebvre, Lynn Gerlach, No-Barbara Dorff, Craig Stevens

Moved by Ald. Randy Scannell, seconded by Ald. Craig Stevens to approve as amended. Motion carried.

Yes-Barbara Dorff, Bill Galvin, Craig Stevens, Randy Scannell, Veronica Corpus-Dax, Kathy Lefebvre, Lynn Gerlach, No-Brian Johnson, Chris Wery, Jesse Brunette, John VanderLeest, Mark Steuer

Barbara Dorff, Bill Galvin, Craig Stevens, Randy Scannell, Veronica Corpus-Dax, Kathy Lefebvre, Lynn Gerlach

2. Consideration with possible action on the "Resolution Extending the State of Emergency for the City of Green Bay COVID-19 Response."

Moved by Ald. Randy Scannell, seconded by Ald. Barbara Dorff to approve. Motion carried.

Yes- Barbara Dorff, Bill Galvin, Craig Stevens, Mark Steuer, Randy Scannell, Veronica Corpus-Dax, Kathy Lefebvre, Lynn Gerlach, No- Brian Johnson, Chris Wery, Jesse Brunette, John VanderLeest

V. RESOLUTIONS.

Moved by Ald. Randy Scannell, seconded by Ald. Chris Wery to suspend the rules and adopt Resolutions 1 through 5 with one roll call vote. Motion carried.

Moved by Ald. Barbara Dorff, seconded by Ald. Veronica Corpus-Dax to adopt Resolutions 1 through 5. Motion carried.

Yes- Barbara Dorff, Bill Galvin, Brian Johnson, Chris Wery, Craig Stevens, Jesse Brunette, John VanderLeest, Mark Steuer, Randy Scannell, Veronica Corpus-Dax, Kathy Lefebvre, Lynn Gerlach

1. Resolution authorizing conditional use permit at 1929 Verlin Road.

2. An initial resolution authorizing the sale and issuance of not to exceed \$7,615,000 general

obligation refunding bonds; and certain related details.

3. An initial resolution authorizing the sale and issuance of not to exceed \$2,085,000 taxable general obligation refunding bonds; and certain related details.

4. A resolution in support of the updated 2020-2024 Green Bay Parks, Recreation and Forestry Open Space Plan.

5. Resolution drawing final orders to contractors for July 21, 2020.

6. A Resolution extending the State of Emergency for the City of Green Bay COVID-19 response.

Moved by Ald. Barbara Dorff, seconded by Ald. Kathy Lefebvre to approve Resolution 6. Motion carried.

Yes- Barbara Dorff, Bill Galvin, Craig Stevens, Mark Steuer, Randy Scannell, Veronica Corpus-Dax, Kathy Lefebvre, Lynn Gerlach, No- Brian Johnson, Chris Wery, Jesse Brunette, John VanderLeest

7. A Resolution providing for face coverings within the City of Green Bay.

Moved by Ald. Randy Scannell, seconded by Ald. Barbara Dorff to approve as amended Resolution 7. Motion carried.

Yes- Barbara Dorff, Bill Galvin, Craig Stevens, Randy Scannell, Veronica Corpus-Dax, Kathy Lefebvre, Lynn Gerlach, No- Brian Johnson, Chris Wery, Jesse Brunette, John VanderLeest, Mark Steuer

W. ORDINANCES - FIRST READING.

Moved by Ald. Randy Scannell, seconded by Ald. Barbara Dorff to suspend the rules and advance Ordinances 1 through 5 to a second reading. Motion carried.

Moved by Ald. Randy Scannell, seconded by Ald. Barbara Dorff to advance Ordinances 1 through 5. Motion carried.

Yes- Barbara Dorff, Bill Galvin, Brian Johnson, Chris Wery, Craig Stevens, Jesse Brunette, John VanderLeest, Mark Steuer, Randy Scannell, Veronica Corpus-Dax, Kathy Lefebvre, Lynn Gerlach

I. General Ordinance number 22-20

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An ordinance repealing and recreating Section 6.39, Green Bay Municipal Code, relating to mobile food establishments.

2. General Ordinance 24-20

An ordinance amending Section 2.06(8), Green Bay Municipal Code, relating to reading of ordinances.

3. General Ordinance No. 26-20

An ordinance amending Section 30.20, Green Bay Municipal Code, relating to Storm Water Utility.

4. General Ordinance No. 27-20

An ordinance amending Chapter 9, Subchapter IV, Green Bay Municipal Code, relating to Special Assessments.

5. General Ordinance No.28-20

An ordinance amending Section 13-522(a)(7), Green Bay Municipal Code relating to permitted temporary uses and structures.

X. REFERRAL OF PETITIONS & COMMUNICATIONS.

There were no petitions or communications.

Y. ADJOURNMENT.

Moved by Ald. Randy Scannell, seconded by Ald. Brian Johnson to adjourn at 12:51 a.m. Motion carried.

Kris A. Teske

Green Bay City Clerk

These minutes in their entirety, are available in the City Clerk's Office and on the City website at greenbaywi.gov

VERBATIM MINUTES



MINUTES OF THE PROTECTION AND POLICY COMMITTEE

MONDAY, JULY 13, 2020, 5:30 PM

This is a virtual meeting.

Please see the zoom instructions in the agenda.

**The Protection & Policy Committee Meeting was recessed at
11:11 p.m. on July 13, 2020, and will reconvene at 2 p.m. on July
16, 2020.**

A. ZOOM MEETING INFORMATION.

I. This item contains documents which provide call in information and instructions for the Zoom Meeting.

B. ROLL CALL.

Present: Craig Stevens, Mark Steuer, Kathy Lefebvre, John VanderLeest

Also present: City Attorney Vanessa Chavez, Deputy City Attorney Joanne Bungert, Assistant City Attorney Lindsay Mather, Lt. Steve Mahoney, Chief of Staff Celestine Jeffreys, Alder Barb Dorff, Alder Randy Scannell, Alder Gerlach, Alder Jesse Brunette, Alder Brian Johnson

C. APPROVAL OF THE AGENDA.

Moved by Ald. Kathy Lefebvre, seconded by Ald. Craig Stevens to approve. Motion carried.
Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None

D. APPROVAL OF MINUTES.

I. Approval of the minutes from the June 22, 2020 Protection & Policy Committee meeting.

Moved by Ald. Craig Stevens, seconded by Ald. John VanderLeest to approve. Motion carried.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None

E. REGULAR BUSINESS.

I. Consideration with possible action on an application for a "Class B" Combination license for Tristas Lunchbox LLC at 1542 University with a licensed premises as "MAIN FLR, BAR, COOLERS, POOL ROOM, BACK OFFICE, TIKI BAR W/IN OUTDOOR PATIO, OUTDOOR PATIO," previously discussed at the June 8 Protection & Policy Committee meeting. (Previously licensed as Alisa Marie, LLC).

Moved by Ald. John VanderLeest, seconded by Ald. Craig Stevens to approve an application for a "Class B" Combination license for Tristas Lunchbox LLC at 1542 University with a licensed premises as "MAIN FLR, BAR, COOLERS, POOL ROOM, BACK OFFICE, TIKI BAR W/IN OUTDOOR PATIO, OUTDOOR PATIO," previously discussed at the June 8 Protection & Policy Committee meeting. (Previously licensed as Alisa Marie, LLC), with the approval of the proper authorities. Motion carried.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None

2. Consideration with possible action on a "Class A" Liquor and Class "A" Beer license for Mi Favorita Supermarket LLC at 1908 E. Mason St. with a licensed premises description of "coolers" (Previously licensed as Mi Favorita Supermarket).

Moved by Ald. John VanderLeest, seconded by Ald. Craig Stevens to approve a "Class A" Liquor and Class "A" Beer license for Mi Favorita Supermarket LLC at 1908 E. Mason St. with a licensed premises description of "coolers," with the approval of the proper authorities. (Previously licensed as Mi Favorita Supermarket). Motion carried.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None

3. Consideration with possible action on a "Class B" Combination License for Lil Jamaica LLC at 1332 S. Broadway with a licensed description as "bar area, 2 small closets, bathrooms, closet at back entrance, small attic, outdoor patio, side yard." (Previously licensed as Sunshine N Wallys Bar, Inc).

Moved by Ald. Craig Stevens, seconded by Ald. Kathy Lefebvre to approve a "Class B" Combination License for Lil Jamaica LLC at 1332 S. Broadway with a licensed description as "bar area, 2 small closets, bathrooms, closet at back entrance, small attic, outdoor patio, side yard," with the approval of the proper authorities. (Previously licensed as Sunshine N Wallys Bar, Inc). Motion carried.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None

4. Consideration with possible action on a Class "B" Beer & "Class C" Wine license by Aldo's Pizza of Green Bay, LLC at 1247 Velp Ave. with a licensed premises as "Cooler, dining room." (Currently

licensed as an individual Jean Cleary).

Moved by Ald. Craig Stevens, seconded by Ald. John VanderLeest to approve a Class "B" Beer & "Class C" Wine license by Aldo's Pizza of Green Bay, LLC at 1247 Velp Ave. with a licensed premises as "Cooler, dining room," with the approval of the proper authorities. (Currently licensed as an individual Jean Cleary). Motion carried.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None nnn

5. Consideration with possible action on a 2020-2021 renewal application for a "Class B" Combination License for Chip Stacks, Inc. at 416 Dousman St. with a change of agent.

Moved by Ald. Craig Stevens, seconded by Ald. Kathy Lefebvre to approve a 2020-2021 renewal application for a "Class B" Combination License for Chip Stacks, Inc. at 416 Dousman St. with a change of agent and with the approval of proper authorities. Motion carried.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None

6. Consideration with possible action on a renewal application for the 2020-2021 license year for Strats, Inc. at 2850 Humboldt Rd. (Submitted June 29, 2020).

Moved by Ald. Kathy Lefebvre, seconded by Ald. Craig Stevens to deny a renewal application for the 2020-2021 license year for Strats, Inc. at 2850 Humboldt Rd. (Submitted June 29, 2020) on the basis that the establishment is not currently operational and with no plan to resume operations and is therefore in violation of Green Bay Municipal Code Sec. 33.06. Motion carried.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None

7. Consideration with possible action on the renewal applications for various liquor and/or beer licenses for the 2020-2021 license year with approval of the proper authorities (see attached).

Moved by Ald. John VanderLeest, seconded by Ald. Craig Stevens to approve the renewal applications for various liquor and/or beer licenses for the 2020-2021 license year with approval of the proper authorities (see attached). Motion carried.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None

8. Consideration with possible action on the release of the 2019-2020 "Class B" Combination licenses to the pool of available licenses due to no action taken for the 2020-2021 license year.

Moved by Ald. Craig Stevens, seconded by Ald. Kathy Lefebvre to approve the release of the 2019-2020 "Class B" Combination licenses to the pool of available licenses due to no action taken for the 2020-2021 license year. Motion carried.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None

9. Consideration with possible action on a request by Hagemeister Park, Inc. at 325 N. Washington St. to amend their liquor license to include a sidewalk cafe permit adjacent to 325 N. Washington St.

Moved by Ald. John VanderLeest, seconded by Ald. Craig Stevens to approve a request by Hagemeister Park, Inc. at 325 N. Washington St. to amend their liquor license to include a sidewalk cafe permit adjacent to 325 N. Washington St. Motion carried.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None

10. Consideration with possible action on a request by Skogen's Foodliner, Inc. at 2430 University Ave. to amend their liquor license to include part of their parking lot for Click and Collect curbside pickup.

Moved by Ald. Craig Stevens, seconded by Ald. John VanderLeest to approve a request by Skogen's Foodliner, Inc. at 2430 University Ave. to amend their liquor license to include part of their parking lot for Click and Collect curbside pickup. Motion carried.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None

11. Consideration with possible action on a request by Skogen's Foodliner, Inc. at 2250 W. Mason St. to amend their liquor license to include part of their parking lot for Click and Collect curbside pickup.

Moved by Ald. Craig Stevens, seconded by Ald. John VanderLeest to approve a request by Skogen's Foodliner, Inc. at 2250 W. Mason St. to amend their liquor license to include part of their parking lot for Click and Collect curbside pickup. Motion carried.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None

12. A request by Ald. Wery for an update with possible action on changes to the Ethics Ordinance/Policy that were requested in 2018, with explanation as to why it is taking so long while other newer programs, policies and ordinances are placed ahead of this item?

Moved by Ald. Kathy Lefebvre, seconded by Ald. Craig Stevens to receive and place on file a request by Ald. Wery for an update with possible action on changes to the Ethics Ordinance/Policy that were requested in 2018, with explanation as to why it is taking so long while other newer programs, policies and ordinances are placed ahead of this item? Motion carried.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None

13. Consideration with possible action on a request by Ald. Scannell to make a city ordinance requiring employees and the public in social situations to wear masks and practice social distancing.

Ald. Kathy Lefebvre left for a short duration from 6:02 p.m. to 6:30 p.m. during this item.

Moved by Ald. John VanderLeest, seconded by Ald. Craig Stevens to open the floor for discussion. Motion carried.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None

Moved by Ald. John VanderLeest, seconded by Ald. Craig Stevens to close the floor for discussion. Motion carried.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None

Moved by Ald. John VanderLeest and seconded by Ald. Mark Steuer to receive and place on file a request by Ald. Scannell to make a city ordinance requiring employees and the public in social situations to wear masks and practice social distancing. A voice vote was taken and motion failed 2-2 . Yes-John VanderLeest, Mark Steuer, No-Kathy Lefebvre, Craig Stevens

Moved by Ald. Kathy Lefebvre, seconded by Ald. Craig Stevens to refer to staff a request a request by Ald. Scannell to make a city ordinance requiring employees and the public in social situations to wear masks and practice social distancing with directives of indoor only restrictions , exemptions for disabilities, age and other conditions, a specific end date for the ordinance and to bring a draft to the next Common Council meeting to be considered by the committee of the whole. A voice vote was taken and motion failed 2-2. Yes-Kathy Lefebvre, Craig Stevens, No-John VanderLeest, Mark Steuer

No action was taken on this item and it proceeds forward to Council with no recommendation.

Moved by Ald. Craig Stevens, seconded by Ald. John VanderLeest to take a 10-minute recess at 8:20 p.m. Motion carried.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None

Moved by Ald. Craig Stevens, seconded by Ald. Kathy Lefebvre to resume the meeting at 8:30 p.m. Motion carried.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None

14. Consideration with possible action on a request with Ald. Galvin that the city consider taking fluoride out of the treatment process for the city water.

Moved by Ald. Mark Steuer, seconded by Ald. John VanderLeest to open the floor for discussion. Motion carried.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None

Moved by Ald. Craig Stevens, seconded by Ald. Kathy Lefebvre to close the floor. Motion carried.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None

Moved by Ald. Mark Steuer, seconded by Ald. John VanderLeest to recess at 11:11 p.m. and reconvene on Thursday, July 16 at 2 p.m. Motion carried.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None

15. Consideration with possible action on General Ordinance 24-20, an ordinance amending Section 2.06(8), Green Bay Municipal Code, relating to reading of ordinances.

No action was taken at the July 13, 2020 Protection & Policy Committee meeting. Action on this item can be found in the July 16 Protection & Policy Committee meeting minutes.

16. Consideration with possible action on a communication from Alder Dorff to research and create a fair housing ordinance for the City of Green Bay, previously discussed at the July 8, 2019 Protection & Policy meeting.

No action was taken at the July 13, 2020 Protection & Policy Committee meeting. Action on this item can be found in the July 16 Protection & Policy Committee meeting minutes.

17. Consideration with possible action on General Ordinance number 22-20, repealing and recreating Section 6.39, Green Bay Municipal Code, relating to mobile food establishments.

No action was taken at the July 13, 2020 Protection & Policy Committee meeting. Action on this item can be found in the July 16 Protection & Policy Committee meeting minutes.

F. INFORMATIONAL.

1. The Liquor Violation Report for July 13, 2020.

No action was taken at the July 13, 2020 Protection & Policy Committee meeting. Action on this item can be found in the July 16 Protection & Policy Committee meeting minutes.

2. An informational report regarding liquor licenses.

No action was taken at the July 13, 2020 Protection & Policy Committee meeting. Action on this item can be found in the July 16 Protection & Policy Committee meeting minutes.

G. ADJOURNMENT.

The meeting was recessed at 11:11 p.m. and reconvened at 2 p.m. July 16.

VERBATIM MINUTES

- And, all right. The first thing up will be roll call. However, as Chief of Staff Geoffrey's indicated before we do that. Alder Steuer asked me to- as the chair of the committee, asked me to indicate and communicate each that we will be implementing a speaker time limit, in light of the very, very robust agenda that we have this evening. Essentially to ensure that everyone has a fair opportunity to participate and to speak. And to voice their thoughts and comments on the variety of items that we have on the agenda tonight. The time limits are similar to what we have in council meetings. So it should be familiar that I've minutes for all Alders twice on each agenda item and three minutes for Members of The Public, when the floors open for public discussion. With respect to item number five single there was a little bit of confusion. With some members of the public that wanted to participate in discussion on that particular item. The public speaker for that item, will have five minutes for presentation. As that item was a direct communication filed by Alder Galvin, Galvin on behalf of the constituent. So in lieu of Alder Galvin presenting to the committee, the constituent will be taking that five minutes to do their presentation. And then thereafter, any members of the public that wish to comment on that item, once the floor is open will have three minutes each. And then staff will have a stopwatch. I believe shared on the screen for those that are viewing on zoom via web, and that will indicate the time for each

speaker. Otherwise we will give a warning when that time is approaching the end and when it is completed. So with that Alder Steuer, I turn it back to you and we can start with roll call.

- Okay, thank you again Attorney Bungert for doing that. And let's get a roll call first. Alder Steuer I am here. Do we have Alder VanderLeest? You're on mute.

- Present.

- Alder Stevens?

- Present.

- Alder Lefebvre?

- [Lefebvre] Here.

- All present and accounted for.

- The approval of the agenda.

- The approval of the agenda. Do we have a motion?

- [Lefebvre] Motion moved.

- So moved by Alder Lefebvre. Do we have a second?

- Second.

- Second by Stevens, all in favor please say aye.

- [Group] Aye.

- All opposed? That passes unanimously.

- And approval of the minutes?

- Do we have a motion?

- Motion to approve.

- Motion by Stevens. Do we have a second?

- Second?

- Second by VanderLeest. Any other discussion all in favor please say, aye.

- [Group] Aye.

- All opposed? That passes unanimously.

- All right, we're on to item number one.

- To regular business number one. Consideration with possible action on an application for a class fee combination license for Aristarchus, Lunch Box LLC at 1542 University with a licensed premise is as main floor, bar coolers, full room, back office, kitchen bar with indoor-outdoor patio. Previously discussed at the June 8th Protection Policy Committee meeting. Previously licensed as Lisa Marie LLC now.

- Yes, so this was referred to Back to the committee from our last council meeting, as there wasn't a sign stipulation agreement in the report or in the packet. I did reach out to Lieutenant Mahoney who is signed on. And so he can speak to it a little bit further, but there was a stipulation agreement signed by the licensee and we're not sure why it was just inadvertently not uploaded or included in the packet. But I will defer to Lieutenant Mahoney with additional information.

- Okay.

- As Attorney Bungert said the stipulation in the business plan was done. We do apologize, that some got lost in terms of when I submit it back over to the City Clerk's office. But it was done and, that went back out and double checks the business. They do have cameras up and the Police Department has no issue with them having a license.

- Oh, so we're good both on law and in police. Okay, I would enter-

- Motion to approve.

- Again by VanderLeest to approve, do we have a second?

- Second.

- Seconded by Stevens any other discussion all in favor please say aye.

- [Group] Aye.

- All opposed? That passes unanimously.

- All right, item number two.

- Okay number two. Consideration with possible action on a class A liquor and Class A beer license for Mi Favourita Supermarket LLC a 1908 east Mason street with a license premise description of coolers, previously licensed as Mi Favourita Supermarket staff.

- Law Department has no objection.

- Police.

- Police to concur.

- Now we'll entertain a motion.

- Motion to approve.

- Motion by VanderLeest, do we have a second?

- Second.

- Second by Stevens any other discussion, all in favor please say aye.

- [Group] Aye.

- All opposed? That passes unanimously.

- All right, item number three.

- Number three, consideration with possible action on a Class B combination license for Little Jamaica LLC, at 1332 South Broadway with a licensed description as bar area, two small closets, bathrooms, closets at backing entrance, small attic, outdoor patio, side yard, previously licensed as Sunshine and Wally's bar ink now.

- Yes, so this is a new bar, but a previously licensed location. It was service rendered prior to June 30th. It's in the Broadway moratorium, but it does qualify as an exemption as the location was previously licensed within the 60 days to render window. The outdoor patio inside yard complies with our ordinances. It's impervious to the passing of drinks, and it's Six feet in height. So accordingly Law Department has no objection.

- And police?

- Sir Police concur.

- Okay, I would entertain a motion.

- [Lefebvre] Mark, Mark.

- Yes, go ahead.

- [Lefebvre] Do they do they feel- From the pictures I got you, do they feel that they have enough spacing on that patio? You know, with social distancing and that? You can't tell exactly from the picture, but it did look, a little small. But I just grabbed the question.

- That I'm not sure, as far as what their plan is for social distancing or if they are gonna be taking advantage any of the temporary expansions. Or if they're doing a temporary sidewalk cafe. But those are always available to them if they feel that there is not enough room. But there wasn't a concern that was expressed by the licensee.

- [Lefebvre] Okay, okay.
- Are you okay with that.
- [Lefebvre] will get to answer that question, sure.
- Okay, I would now entertain a motion.
- [Lefebvre] Make a motion.
- Motion to approve.
- Motion by Stevens, do we have a second?
- Second.
- Second.
- Seconded by Lefebvre. All in favor please say aye.
- [Group] Aye.
- All opposed? That passes unanimously.

- All right, item number four.

- Number four consideration with possible action on a Class B beer and Class C wine, licensed by all those pizza Green Bay LLC. At 1247 develop Avenue with a licensed premises cooler, dining room currently licensed as an individual Gene Clary.

- Yes, so this is not a new location.

- This is a just a legal entity change from an individual to an LLC. It is in the fourth moratorium, but it's accepted because it is a restaurant. Law Department has no objections.

- Okay. Police.

- Well Police concur.

- Okay, I would indicate a motion.

- [Group] Motion to approve.

- Motion by Stevens, do we have a second?

- Second.

- Second by VanderLeest, any other discussion? All in favor please say aye.

- [Group] Aye.

- All opposed? That passes unanimously.

- All right, item number five.

- Number five consideration with possible action on a 2020-2021 renewal application for a class B combination license for chip stacks Inc, at 416 Dolphin Street with a change of agent. Bungert.

- Law Department has no objection.

- Police.

- No objection.

- Do we have a Motion?

- Motion to approve.

- Motion by Stevens, do we have a second?

- [Lefebvre] Second.

- Second by Lefebvre. Any other discussion? All in favor please say aye.

- [Group] Aye.

- All opposed? That passes unanimously.

- All right item number six.

- Number six, consideration with possible action on a renewal application for a 2020-2021 License here for stress Ink at 2850 Humboldt Road submitted June 29th 2020, staff.

- Yes, so this location is currently under operational and they've made their intentions clear, to the clerk's office that they're not intending on opening up and going into business. Our ordinance does require that licensed establishments are operational on an in continuous use, unless otherwise authorized by counsel. Accordingly, the recommendation is denied, as the licensee has no intention of operating this establishment. I do want to note that I don't know if this has been brought up with our new committees since our election in April. However, whenever we do deny a licensee or deny our renewal application, we have to state for the record the basis for that denial. And in this case, the basis would be denied as the premises not operational, and would violate section 33.06 of our Green Bay ordinances code.

- So you're in denial for this?

- Correct?

- Okay.

- On the basis that it's not operational and would violate our ordinances. However, council does have the authority to give them additional time if they so wish.

- So the case be to if we deny this, to give us the deny, and then give them a stipulation as to what to do. To get up to court or what?

- No, the only way that they would be able to get up to code would be to open up, and they've indicated that they're closed and they're not intending to open. I believe their hope is to essentially try and sell the restaurant and to hold on to the license to be able to sell the restaurant license. However, you can't sell a liquor license.

- Right.

- Even if they sell the business, the new licensee would still have to apply for that particular license. Our process in order to be fair and equitable, because we are up against our quota limit for available licenses, is that it's unfair for other businesses, who are ready and willing to go with a licensed establishment for other businesses to be holding on to their liquor license.

- Right.

- For an indefinite period of time, leaving others having to spend that \$10,000 on a reserve. So to be fair and consistent whenever there's a business that is not operational, doesn't have any intention, our department's recommendation is to deny unless there are some other surrounding circumstances that the license to share.

- Is there a timeframe on this, as far as what's the last day for them to do this or not?

- At this point, no.

- Okay.

- I believe they renewed but they renewed late. So they're shut down anyway. And, they just wouldn't resume business.

- Police, go ahead sir- Go ahead Kathy.

- [Lefebvre] Yeah, my understanding is in the file- I think it's in our report. There are once or some that did not get in their applications to renew their liquor licenses. Weren't just some Class B in there?

- There are some that's gonna be coming up, in number eight. There were some licenses that no action was taken, for the 2020-2021 year. I believe that we'll be bringing seven back.

- [Lefebvre] Right, so my motion would be to deny it right now. And if they do sell the restaurant, there's a good possibility that there will be one of the class B Liquor Licenses still available. But we don't know how long, he would take the sell the business. I think really we have to deny it right now. So my motion is to deny it.

- That sounds good. Lieutenant Mahoney I just wanted to hear your take on that.

- We concur with law. I know I've driven by the business numerous times over the past months and they've been shut down or closed down before the whole COVID thing that I recall. So they haven't been open for quite a while.

- All right, thank you. Okay, we have a motion. Do we have a second?

- I'll second.

- Second by Stevens. Any other discussion? All in favor please say aye.

- [Group] Aye.

- Opposed. Nobody opposes so it passes unanimously.

- All right, and that moves us on to item number seven.

- consideration with possible action on the renewal applications for various liquor and revere licenses for the 2020-2021 license here with approval of proper authorities, see attached.

- Law Department has no objections.

- And police?
- Well, Police concur.
- Okay, I would entertain a motion.
- Motion to approve.
- Motion by VanderLeest. Do we have a second?
- Second?
- Second with Stevens. Any other discussion all in favor please say aye.
- [Group] Aye.
- Aye. All opposed? That passes unanimously.
- All right item number eight.
- Number eight. Consideration with possible action on the release of the 2019-2020 Class P combination licenses, to the pool of available licenses due to no action taken for the 2020-2021 license here.
- Law Department has no objection.
- Okay, Police?

- Police concur.

- Okay, no one to entertain a motion?

- Motion to approve.

- Motion by Stevens, do we have a second?

- Second?

- Second by- I'm sorry, by Lefebvre. Any other, we are just gonna say aye.

- [Group] Aye.

- All opposed? That passes unanimously. Do you hear that Attoney Bungert? There's some kind of-

- There's a little bit of a feedback, yes.

- I don't know if we need to be on mute. Some people are well-

- Yes, we would recommend anybody that's not currently speaking to just mute their phone or their device just to kind of curtail that noise. [Celestine] Yes, and I will also make sure that any noise I hear I will mute that person, thank you.

- Thank you.

- All right, item number nine.

- Number nine.

- Solution with possible action on a request by Hagen Meister Park. 25 North Washington Street. To amend their liquor license, to include a sidewalk cafe permit adjacent to 325 North Washington Street Staff.

- Yes, the licensee has obtained a revocable occupancy permit from D.P.W in accordance with our ordinances and accordingly staff with no objection.

- Okay. Police?

- Police concur.

- Okay, I would entertain a motion.

- [Group] Motion to approve.

- I will give that one to Alder VanderLeest and seconded by Alder Stevens. Any other discussion? Yes, go ahead.

- [Lefebvre] Yeah, to me I wonder why they really need it, they got the big patio outside. I just don't understand why they want to expand even more. I don't know, it seems like- Well again, is there enough room I suppose?

- I think part of this is the consistency of other businesses would have it. Not Washington Street you know it'd be hard now. I think that's part of it, that's just my thought. Attorney Bungert was that-

- [Lefebvre] Yeah, yeah.

- I'm not sure. I know that Hagemeister does have a fairly large square footage. And while they do have that back patio. I'm not sure if that just on its own is enough to be able to cover the amount of square footage that they're losing with social distancing for dining.

- Okay.

- I'm not just speaking as to my own observations as a patron.

- So once called over there, that's sweet so, well does that change anything in terms of that or that's just the way it is?

- This is a permanent installation. This isn't a temporary expansion. This is a permanent sidewalk cafe that they are requesting. So, even when we are out of the pandemic situation, they will be able to continue to use this sidewalk cafe.

- [Lefebvre] Thank you. I didn't realize that was part of the- I thought it was that they could continually use that. Thank you for that clarification, sorry.

- Okay, so we have a motion and a second. Any other discussion all in favor, please say aye.

- [Group] Aye.

- All opposed? That passes unanimously.

- All right, item number 10.

- Number ten. Consideration with possible action on a request by Scoldings foodliner Inc. At 2430 University Avenue will amend their Liquor License to include part of their parking lot for clicking collect curbside pickup staff.

- Yes, so the licensee has submitted an operational plan in accordance with the ordinance. The plan was reviewed by the Police Department and it has all the elements that are required in the ordinance. Police Department has no objections and Law Department concurs. I'll defer to Lieutenant Mahoney to-

- Okay.

- Lieutenant?

- After reviewing the plan yes, we work with all we have no objections to the plan at all.

- Okay, Alder Lefebvre do you have something. I know, this was a concern of yours.

- [Lefebvre] Right. Right. You know, we had denied this before. And then, the majority of the board went and changed the ordinance. So now we're approving it.

- Right.

- So we previously we were denying staff's recommendation was to deny because we didn't have an ordinance regulating this type of activity. And so, I believe it was about a week ago or so the ordinance was published. And so it's now officially part of our code. And so festival, resubmitted their request in accordance with those regulations which requires a variety of things to ensure that they're complying with state statutes, including that, IDs are taxed with the sale is done by a licensed operator. That they have, recording capabilities of the transaction in the vehicle, the license plate, and that they also have the ability to cancel a transaction in the event that the person placing the order and picking up is not of age or is potentially intoxicated, or under the influence. So we set out all the parameters in our ordinance to make sure that the activity is in line with all state statutes and our ordinances and festival has submitted a plan to be operating in line with those ordinances. So therefore, you don't have any legal objection.

- Alder Lefebvre?

- [Lefebvre] Sorry, I was muted because my husband was doing dishes making noise. Sorry, yeah, I know. There's nothing that's right. We can't stop them no. And I just wanted to let everyone know others who are waiting for other things to speak to let them know that I tried to put in they this should have been just for the as long as the pandemic was because otherwise then people can walk in. Their concern was that they didn't want to go in, to order their groceries online, they want to do the liquor too. But that didn't happen. They just opened it up permanently, so that's the way it is, thank you. Can't do anything about it now.

- Okay.

- Motion to approve.

- Motion to approved by Stevens, seconded- By the discussion all in favor, please say aye.

- [Group] Aye.

- Opposed? That passes unanimously.

- I'm sorry Alder Steuer. I had a little bit of a hiccup in my connection. Who was the second? I have a motion by Alder Stevens-

- Second by, VanderLeest.

- Okay. All right. I will log that in right now.

- [Lefebvre] All right, item number 11.

- Motion 11, consideration with possible action on a request by slogans food liner Inc at 2250, West Mason Street to amend their liquor license to include part of their parking lot for clicking collect curbside pickup, Staff?

- [Lefebvre] Staff has no objections within the licensed admitted in operation and in accordance with the ordinance.

- Police?

- Police concur.

- Is similar to the other one, but I will entertain a motion.

- Motion to approve.

- Motion by Stevens, do we have a second?

- Second.

- Second by VanderLeest, any other discussion? All in favor please say aye. [Group] Aye.

- All opposed? That passes unanimously.

- All right, item number 12.

- Number 12. A request by Alder Lewis for an update with possible action on changes to the Ethics Ordinance Policy that were requested in 2018. With explanation as to why it is taking so long while other newer programs, policies and ordinances are placed ahead of the site. I did get something this afternoon from

Attorney Chavez. I didn't really have a chance to really look it over. So I would defer to our Law Department to speak to this at the moment.

- [Vanessa] This is Attorney Chavez. in the emails we've received your request from all the way to close communication put onto the agenda, is that quite of this information to him in order to make sure that everyone is getting the same information. And so essentially what we indicated is that the-

- Lieutenant could you speak up a little bit you're a little hard to hear. Just a little bit more, we need to hear you.

- [Vanessa] Is that better?

- Yes.

- [Vanessa] Okay, so what I was saying is that I had provided this information to Alder Lewis to bring down and I wanted to make sure that everybody was receiving the same information across the board, which is why I sent it to everyone. But essentially, the reason that the explorer hasn't come up is because we have a number of priorities within our departments that have to be addressed in the way we choose our priorities internally, is based on potential for exposure to litigation. And so when there's potential for liability, it takes precedence over everything else that we're working on, to make sure that we are bringing it back up to what needs to happen. so for example, our records retention schedule, if that actually took a very long time for us to be able to put into the works because it requires so much effort. But being able to comply with records retention schedule is one of the biggest areas for liability for the city. Because we do have that legal obligation to provide that. So when we make our determinations in our department, that's what it's based on. And then as far as staffing goes, we have four Attorneys within our department, and we don't have overlap in what happens. We have a city prosecutor who doesn't do well drafting for the rest of the department just because there's not any availability to do it. The Deputy City Attorney, she handles primarily all the licensing stuff related to PNP and she does a numerous contracts for the city. So her time is pretty much used up trying to make sure that the operation is gonna happen on a daily basis or happening. We have a legislative attorney, who is attorney Mather. Who handles a number of things for the- Handling all the drafting for the city for the last year. And it's just drafting ordinances takes a very long time. My people look at these things they think that is a really simple process to put them together, but to make sure that they are internally consistent that all of the issues with them have been thought out. It takes time to get those put into place properly. And when we have rushed through in the past, you'll know its, how to come through and bring you back revisions because we have to get those ordinances clean because they affect the entire populace. And then obviously, I handle everything else within the department. And so, we just happen to have transferring to the forefront.

- Okay. You know I understand, I understand you folks are busy with a number of things but, every once in a while some of the others may wanna know, why what's taking this and that? And I would think that a lot of it

could be done in house if we would ask. I don't know, that might be your preference, but there are times where we just need information. We just want to know, What the process is and if we're on schedule or what?

- [Lefebvre] Jumping up, okay?

- Yeah go ahead Alder Lefebvre.

- [Lefebvre] Yes, I want to know how can I put in a request for the, something I would like to see written into the ethics ordinance.

- [Vanessa] Do you think you could talk to us about that? As we're making the revisions to the code. We do accept recommendations or requests from the Alders directly. So we will consider anything that you provide to us.

- [Lefebvre] Okay, so I should send something into the Law Department? Okay.

- We got to mute some people here. That's distracting, all right. All right, are we back to formal here? What do we need to do here?

- The committee doesn't have any action, to recommended motion would be to receive and place on file.

- [Lefebvre] I'll make that motion.

- Okay by Alder Lefebvre. Do we have a second?

- Second.

- Second by Stevens any other discussion? All in favor please say aye.

- [Group] Aye. All opposed? That passes unanimously.

- All right, item number 13.

- 13 Okay. Consideration with possible action on a request by Alder Scannell to make a city ordinance requiring employees in the public and social situations, wear masks and practice social distancing. Before we start, I know there's a lot of folks that have called in on this issue and either by phone or via email. I would ask everybody to be respectful. Civility is very important here and we need to honor that. So as Attorney Bungert said before, we have like three minutes, correct?

- Correct. But I would defer initially to Alder Scannell, who brought this forward, and we'll get it going.

- Thank you, Mr. Chair.

- [Lefebvre] I have to leave, I have to leave guys. I'll be right back.

- We will catch you later, okay?

- [Lefebvre] Okay.

- Okay go ahead Alder Scannell.

- Okay, just quickly how we got here. Of course COVID-19 unit hit the United States of Wisconsin. Ended up shutting down to get that under the troll, that we were shut down for about a month and that worked. Then we started to want to open up our economy again. I was all for that. We staff did a great plan for starting to open up. And at the same time back then, the county was considering a face-mask mandate. Which I thought would be necessary for us to open up. Since nothing has changed since COVID-19 has hit us. We've got it under control because we completely shut down. We know a little bit more about it. We know that if we open up, we can do so following some simple safety measures. And we won't end up like for Florida, Texas

and Arizona. The County decided that they could not go forward with this. And so since our Federal State and County has decided to pass on this, it's up to us as a city, to look to our safety. We have the authority to do this. The legal says, so I'm pushing this forward as the responsible thing to do. I don't believe that we can open up safely unless we have safety in place. Since this has started, I have gotten a lot of support and a lot of negative. And I think a lot of that will come out, I'm not gonna to speak to that, except for there is one group foster parenting, I think they're here. They'll speak for themselves. But I think they've got an interesting story to tell. But what I want to speak for is the businesses and workers I have heard from, who are afraid to speak up and looking for their city government to protect them. There are businesses and workers out there who if they- Since this has become a political flashpoint wearing a mask, they are afraid to step up and require it. And If we do this and it takes the onus off them. Right now they're in a position where, if we don't have these safety measures, mandate in their place, they have to deal and are dealing, this is what's going on. They are dealing with people who are not masking up, which puts them at risk, and it puts all their loved ones at risk. And if they decide, well, I'm not gonna work their financial security at risk. So I think it's just immoral to open up our economy and not have these basic safety measures in place. It's all followed by the C.D.C guidelines. I don't know if my fellow authors received this today, but a letter came out. It states that we have to support your consideration and adoption of a citywide ordinance requiring face coverings in appropriate circumstances. The Healthcare Organizations in Green Bay, are committed to caring for all people in the region. Our ability to provide health care for all people in the region would be impaired if the number of COVID-19 cases, requiring hospitalization exceeds our capacity. And there's more and more but the healthcare professionals, that have put forth this letter in supporting of face mask are, Daniel Meyer President of Aurora BayCare Medical Center, Chris Augustine, C.P.A.C.E.O of BayCare Clinic, Christine Wogosty, President and C.E.O Berlinrn Health, Brian Charlier, President and C.E.O for St. Vincent Hospital and St. Mary's Hospital Medical Center and Sharp Rah, President and C.E.O of Premier Health. so our local health professionals support doing this. What I'm looking for, is to send this to staff. For them to look at those practices. I'm not looking for anything onerous. There's plenty of exceptions. There's only really situations where social interaction between people who are not in your household, should require masking up. And that's all am looking for. And that staff come up with something and bring that to our common console next Tuesday. So that we can stick it up as a console as a whole and hopefully-

- [Celestine] Alder you have one more minute.

- Okay, and as far as enforcement, just individually which not wanting to be onerous against started out with a small fine, but if they're not compliant again and again the fines would increase. But there would be a significant fine for businesses not being compliant. Where expect to be the main ones who will be helping enforce this ordinance. So if there's any questions for me, that's basically all to me, is the people who are putting a hard place where either they're risking their health or their financial security that's just not right to put people in that position. We are in a position to help them. And I think it's irresponsible for us not to help them. Government, it's number one priority is public safety. Without public safety, you have anarchy, you have chaos, there's no governance. That's our number one job. And in the middle of a pandemic, following C.D.C guidelines I think it's a smart thing to do, it's the responsible thing to do, and it's the moral thing to do. It's immoral to put people in a position where they either have to choose their financial security or their own health. That's just not right. So any questions for me?

- Alder Scannell thank you for your comments. I think what's gonna happen is, you know- We have a lot of folks that wanna to speak to this. So what's gonna happen is, I'm gonna probably entertain a motion open the

floor shortly. And if there are questions that are directed to you, you'll be there. So, I would entertain a motion to open the floor at this time.

- Motion to open the floor.

- Second.

- Seconded by Stevens. Any other discussion? All in favor please say aye.

- [Group] Aye.

- All opposed? The floor is now open.

- [Celestine] Okay, Alder Steuer. This is Celestine. So, for the people who have access via computer, they have raised their hands.

- Okay.

- [Celestine] And so what I'm gonna do is, if you would just wait your- If you have the ability to raise your hand that would be great in zoom. If you do not have that ability, just unmute yourself and I will get to you. And what I'm gonna do, Alder I'm gonna tell you who I can see on the computer, I think you'd probably see it too. And then what I'll do is, I will acknowledge them and then I will put the timer on as soon as everyone sees the timer, that you'll see you'll have your three minutes to speak. Okay? All righty, here we go.

- Sounds good, all right.

- [Celestine] Thank you Alder. Thank you everyone. Please be patient as I share my screen. Okay, the first person is Elliot. Okay, so Elliot, what I'm gonna do is I'm gonna unmute you and share my screen. All right, there we go.

- Okay. Elliot, are you on? Eliot are you on? Go ahead.

- [Eliot] Okay, a connection super bad. So everybody keeps coming in and out. So I don't know if you guys can hear me at all.

- A little bit, go ahead.

- [Eliot] Can anybody hear me?

- [Group] Yes.

- [Celestine] Yes, you should probably keep talking.

- Keep talking.

- Okay, cool, all right. So, I have a tremendous number of concerns with the super vague proposal. I love Randy but they're super vague. And a government's number one purpose is to protect citizens. So, I will just start off with that preface. But so, first and foremost, we need an end date for this, this cannot be to be perpetual. So what's the end date? If we can not have a date, we need form parameters as to when, what the causes and what's gonna cause this mandate to end, right? So then, who, got the masks? Are we gonna get tickets to businesses that have two year olds in the business not wearing masks? I think that's a serious question. And I'm hearing like- I don't understand we have to really pull this stuff up. So what size of boots talking about now? Are these groups of two, six, eight, 10, 20, 30? What distances 60? I heard 30 feet, indoors, outdoors everywhere all the time. I was at a birthday party. There were two year old. Does everybody have to have a mask at a family event, if we're outdoors. Within shouting distance of other people? And then how are we actually gonna- Are we gonna have the police running out up in the street? When we already said we want to defund the police? Does this sort of sound ridiculous. What exactly is the mask? I don't think we've ever defined that. I think we're gonna have an ordinance. We need to define what a mask is. And I'm gonna run out of time. Trying to pick and choose, what the most important things are here. How are we gonna ensure that this is not racist? When people have masks on, we have problems where we kind of target people of color. How are we gonna write into the ordinance that we are gonna protect people of color in this? What about poverty? Are we gonna provide masks to free? And what about the eating and drinking issue? Am I gonna be exempt? As long as I have a straw out of my mouth, as I'm walking up and down the street in my hand I'm I exempt? All these things need to be answered? If it's gonna be our work. Just being a suggestion. It could be a recommendation. I would recommend it.

- [Celestine] Thank you Elliot.

- Thank you Elliot. I was gonna ask attorney Bungert to- I need to close the floor. I have a question to ask of the attorney?

- No, you don't need to close the floor.

- All right, well. I wanted to ask staff or Law Department, is it possible for the city to impose an ordinance imposing- I wanna know, if you don't know then that I would like to look into that to see if we would need to table this to another time? I know there's a lot of people here to speak to the matter but you know, if we. I don't wanna waste a lot of time, if you feel that our Law Department feels-

- [Vanessa] This is attorney Chavez. Yes, this is something that would qualify as under the council's powers to regulate for the Public Health, safety and welfare.

- So then we can continue as stated?

- [Vanessa] Yes.

- Okay, I just needed to clarify that. All right, the floor is still open, so Celestine-

- [Celestine] Yes. I'm sorry Alder Steuer, just give me one minute.

- Okay. Good looking crew here by the way. You too Randy. And you too Mike. Who's rubbing her head.

- [Celestine] All right one second. And the next person is T.H and just give me one second. I unmuted you T.H or you can unmute yourself and I will share the screen. And T.H are you unmuted?

- I am.

- [Celestine] Can you hear me?

- Yes, okay, go right ahead. Okay, do you need my name and address or?

- Yes, name an address would be fine. Yes, thank you. Tina Hollenbeck 515, South Irwin Avenue 54301. I actually need to take great offense at what Alder Scannell has said about the health risks. I think we need to take into account that the stay at home order and all of that ended on May 13th. Officially May 15th. I think when Brown County ended its thing. And so that's almost two full months. And if we look at the real data in Green Bay since then, and Brown County since then, we are not seeing a spike in hospitalizations, or deaths. We're not even seeing a spike in cases in Brown County. I know they're doing more testing. But if we look at the number of people who are really sick, since things began to reopen, the evidence here does not say that people in Green Bay are putting other people at risk. I think it'd be perfectly fine for people to voluntarily wear masks. And if I see someone who was wearing a mask, even if I don't. And that's the thing that we need to take into account. Alder Scannell was stated in a news report saying that those of us not wearing masks are threatening the health of other people. But if masks work, then a person who is concerned and wearing a mask is safe from anybody else. If they're scared, then maybe the masks don't work. But my other issues is that I need to bring up that we need to consider are this. There are people with serious respiratory health issues that cannot wear a mask. There are people like myself who are rape survivors who would get P.T.S.D from wearing a mask. And if we go out in public without a mask, are we gonna be harassed? Are we gonna have the Police Department telling us we have to disclose publicly, to a store owner, why we can't wear a mask? That's a complete breach of privacy and it violates Hipaa and the A.D.A besides. And so we need to keep that into account. And the devastation economically that would happen in Green Bay. If you expand it, would be horrendous because many people will go out of Green Bay to Howard, to Pier, Bellevue, anyplace else and they'll spend their money there. So as our businesses in Green Bay are trying to recover from the lockdown, the worst thing we could do, is say that we're gonna be sending people away. 'cause people will leave Green Bay. People have told me, they will not shop in Green Bay anymore if there's a mask mandate. And how do you protect the people who have- How do you protect people who have reasons for not wearing a mask, from being harassed and bothered by police or store owners or other customers? You can't. So let it be voluntary. If the board wants to say, we recommend it, that's fine. But this mandate, I understand it to say that this is a mandate is immoral. So I'll use Alder Scannell's words in that regard, and say to mandate something like this is immoral. Thank you.

- Okay. Thank you. Celestine.

- [Celestine] Yes, give me one second.

- Okay, Alder Lefebvre is trying to get back into the meeting.

- [Celestine] Where is she, Okay. Thank you Alder when I'm sharing a screen I can't always see good.

- Okay. All right. Need to work out that for you.

- [Celestine] All you know why? Because there are 100 people. Attorney Chavez. Perhaps you can come back out. Come back in later. Yes.

- [Mather] I name on my phone.

- [Celestine] Okay, can you use one? Yes thank you, I appreciate that. Alder Steuer can you tell Alder Lefebvre to try to come back again. We only have a few expense, thank you.

- Yes are you still there Alder Lefebvre? Okay, why don't you hang up and try it again, try to get in. Yeah, try again. Alright, she's trying to get back.

- [Celestine] Okay, I'm just waiting.

- How many do we have?

- [Celestine] So we have probably eight people who've raised their hands.

- Let's see Bernie's Hands up. He's getting tired over there.

- [Celestine] Yes, okay so Bernie-

- I wanna shake his hand, but I can't.

- [Celestine] Really raise your hand. So since you literally raised your hand, Bernie. I'm gonna unmute you. Just give me one more second, please. Bear with me. I'm gonna unmute you. Which am having- Bernie can you unmute your own? Okay, there you go.

- I just did.

- [Celestine] Hold on one second.

- Okay.

- [Celestine] All right, please give your name and address.

- Bernie Vondre Check. I live at 425 East Fox Run Circle Green Bay buy for 302.

- [Celestine] Okay, thank you, go ahead.

- Okay, I am calling in support of the mask ordinance. And I believe at least in my humble opinion that wearing a mask indoors because of the danger of community spread is a major concern. I have not so much of a concern being outside where it's very or it's much less spreadable from what my understanding is. The other piece to that is in terms of like each type issues. Certainly I wouldn't be wanting to burden young children 10 and younger. You know, in that area nor would I want to burden people that have health issues or mental health issues that might cause them problems. I do believe that we are very fortunate in Brown County or Green Bay because we have not experienced the same issues that they have in St. Milwaukee County. And I'm concerned that we don't want to get those kinds of issues. Even the broader perspective what happened in Florida and that really concerns me. Outside again, does not seem to be so much of an issue as it does inside. I really enjoyed going up to Door County and seeing that any place that I went in Door County if you went inside, you're asked to wear a mask. Outside, people were wandering around as without masks. And again, social distancing, I think is always a good idea when you're outside. I have three of my children are in situations where they come in contact one as a teacher and a concern, you know, when they go back to school that somehow they have some protection, even though the High School, can be proud. Amanda children are in healthcare, and I don't want them burdened by an excessive amount of people coming and having the COVID-19. Because masking or social distancing was not practiced. Thank you very much for the time. Appreciate it, everybody.

- [Celestine] Thank you, Bernie.

- Okay, thanks Bernie.

- [Celestine] Okay, give me one second. All right.

- You are, good, good.

- [Celestine] Awesome, awesome.

- Is Bernie still on the line.

- Yes I am.

- I want to ask Bernie a question.

- Yes.

- [Celestine] Yes. Go ahead.

- Bernie you mentioned about Door County and maybe I'm wrong. I just read something about Door County revealing this recently. Did you hear anything about that?

- I know that they voted that they were not gonna pass an ordinance. But I know that every place that I went and we were in a harbor and in sister Bay and any place that you would go into there was a request at the door, please please wear a mask or we will provide you with one.

- Okay. All right, thank you for that.

- Welcome.

- [Celestine] Okay the next person is Brenda's iPad. So I'm going to unmute Brenda's iPad or Brenda's iPad you can unmute yourself.

- Okay.

- [Celestine] And we'll wait for you to start talking.

- [Brenda] Okay.

- Name and address please Brenda.

- [Brenda] Brenda Ballenger and I'm currently staying at 717 Linden Drive Green Bay Wisconsin 54311. T.H who spoke of two people ago, literally echoed my feelings. I too feel it's immoral to shut or not shut us down immoral to force us to wear masks. There are many, many sick people out there. I for one have asthma. My daughter has severe asthma. She is forced to wear a mask. She literally passed out at work, being forced to wear this mask. And it's just, again unconstitutional to take our rights away. We're literally being stripped of our our rights. I'm gonna try to make this political. And I don't have any questions for Randy. I'm just stating the fact that, I strongly oppose forced mask use. The reason we're getting more positive is because they're testing more. Of course, you're gonna have more sick people, because you're pushing the testing. If we weren't pushing this testing, I don't even think we would any of us would even know it existed. It's no different than any other year when we have flu's. And then also when you are wearing a mask, unfortunately, these lot of people are being forced to wear them because of their employers. I've watched if there's any store you can go in and they are constantly, constantly touching your face. Somebody said to me, you know, I realize I touch my face more now than I ever have. So now you are touching your face after you perhaps have touched the dirty surface. You've getting the germs. I just don't believe that forcing people to wear a mask is the way to go. We are all adults here. We can make up our own decisions. I'm not trying to get somebody else sick. If you want to wear a mask and be saved you go right ahead, but don't force me to wear one. I was gonna say something else, I lost my train of thought.

- You have 48 seconds.

- [Brenda] Yeah, I see that. But I guess the bottom line is I force children to wear a mask is insane. Because if you're gonna force a mask, they're gonna be forced to wear one as well. Oh, also, what about people who have had it already? Why should they have to wear a mask? I know one person in this whole entire state, one person that has had COVID. And guess what she didn't even know she had it. She was forced to get tested because of the contact tracing. She had no idea she was even sick. So, that's how mild a lot of this is. Oh, I see. I'm done. But again, I echo and it's immoral. It's unconstitutional, and I don't agree.

- Okay, thank you.

- [Celestine] Okay, next up.

- Celestine I just wanted to say something. I know, there's a lot of folks that want to speak to this. But if the folks are listening to what is being spoken, if you're repeating yourself at all, I would ask you to, try to temper that as well as you can. If you come up with some new items on that, I would really appreciate it. If you have your personal opinions, I think it's very important. But, just try to avoid repeating if you can. All right, thank you go ahead.

- [Celestine] Thank you Alder. So the next person is Lacey Lewis. Lacey Lewis, can you please unmute yourself? And I will share my screen here. Are you ready?

- yup.

- Okay.

- Yes, we can hear, give your name and address, please.

- Lacey Lewis 1216 Ninth Street Green Bay 54304.

- Okay, go ahead Lacey.

- Okay I am one of your public members who has a disability. I have not been able to number one breathe out of my nose for the last four months due to severe sinus infections and allergies. To put a mask over my mouth, within 10 minutes of hyperventilating. I started to see spots, I get headaches, I'm a member of the society who has worked their way back from severe disability. I work with people who have traumatic brain injuries. I take them around so that they can participate in the community. And most of my job is taking them in and out of stores so that they can get their tasks done. And everywhere we go, somebody is giving me a dirty look like I am immoral, for not wearing a mask. I have heart murmurs, I have other problems with my health. But as somebody who is disabled, I should not legally have to identify my disability to every store owner. On top of the fact that most of those stores that are actually putting those mask ordinances into place are publicly traded companies. Which means that the public wants a piece of that information. So regardless of that fact, out of the 266,408, we have had 2238 positive cases. Which is a equivalent of a 0.0084%. And that's people testing positive With Corona in Brown County. Out of those people 32 have died, which is a 0.00012% of the population. This flu is no different than anything else. If you're going to start saying that people need to wear masks over their face when they are not ill, you're not actually protecting anybody. Number one, it's man made material. viruses can still go through it. You're breathing your own bacteria in all day long. It's very bad for people's health, and you're trying to make people into monsters who are not complying for other reasons. I too, am a rape survivor. I don't want somebody's hand over my mouth. That's what a mask feels like. On top of not being able to breathe out of my nose, on top of my heart murmur, there are many people like this in this community. Should we walk around saying disabled across our chest? How do you identify everybody? And small children should not have to wear masks either. It's very unhygienic. Have you ever known a little kid to stay clean all day long? How do you prevent that little kid from touching their surfaces, getting dirt on their mask getting wet? It doesn't prevent anything. You know, it's just a security measure. Is basically all it is, it's comfort people to make, I'm sorry-

- [Celestine] Thank you so much, your time has expired.

- Thank you, Lacey.

- [Celestine] Give me one second Alder.

- Sure.

- [Celestine] Okay. And the next person is Jen Beyer. Jen Beyer, can you please unmute yourself?

- Hi there.

- Hello, Jen, what's your name and address?

- [Celestine] Give your name and address please?

- I'm sorry, Alder, I think I stepped on your-

- You can do that Celestine. Okay.

- Go ahead.

- So my name is Jen Beyer and I live at 2021 Park Wood Board here in Green Bay 54304. And I actually also own Air Force Gymnastics. I've been a very proud business owner here in Green Bay for almost 15 years. And I know we said we weren't gonna speak to exceptions, but this greatly affects my livelihood, and I wanna be sure to advocate for myself, and my business partners and also, most importantly, my athletes and my customers. I just want to be sure as this motion proceeds one way or the other, that an exception for those exercising is considered. The C.D.C and the World Health Organization, neither of those recommend mask wearing while exercising, particularly when social distancing can be observed. And that's very easy to do for many of us, that own these types of businesses in our area. We have very large facilities, and we care very much about cleanliness and we care very much about our customers. So I just Want to make sure that as this motion proceeds, one way or the other that that exception is considered as we offer services that cannot safely be provided, while our athletes are masked. That's really all I have to say.

- Very well, thank you, Jen.

- Okay, thank you guys. I appreciate the chance to get to speak.

- [Stevens] I have a question for Jen.

- Yes.

- So, how many of the people in your establishment by chance wear a face shield?

- We actually don't have any at this particular time. We are requiring masks for all of our staff. And we are requesting them for everyone that's in our lobby area, the athletes that are participating in gymnastics are not wearing masks at this time and face shields actually wouldn't be a good choice either because there's a lot of going upside down there's slipping and twisting. I don't believe that either a face shield or a mask would stay secure and I'm worried about potential obstruction of their vision or indicators that's a shield actually landing on that particular piece of equipment, which would not be safe.

- [Stevens] Okay, thank you.

- Jen, I'd like to ask you a question as well.

- Sure.

- So, have you noticed a downtick in your business because your staff are wearing masks? And some people will not come in because of that, or what is your take on that as far as your thought of your business?

- I mean, it's really hard to say what the reason is, we're currently at about 50% of our normal enrollment, which isn't great. But that is allowing us to really double down on social distancing and cleaning and also completely unrelated, just offering a really great class that has a low level of students per staff member. No one has really said to me that they're not gonna come to the gym because the staff are wearing masks and I am thrilled to keep my staff wearing masks. I'm thrilled to continue to have them in my lobby actually having a mandate keeps me from being like the mask police can't have them on my athletes. And so that's what I'm really really requesting that considerations are made for gyms like mine, Cheer gyms in the area, crossFit gyms, gyms that can't safely offer their services to clients with masks on their clients. I'm thrilled to participate in every way that I possibly can. We just can't have them on the kids, when they're safe.

- Right, thank you, Jen. Thank you for that.

- Yeah, thank you.

- [Celestine] Thank you so much.

- [Lefebvre] I have a question. Go ahead Alder Lefebvre.

- [Lefebvre] Yes. I wanted to know too what type of air conditioning and heating system do you have? Do you have filters in place that I guess there are some that work really well for different pathogens and things like that. And if that would be an option to help you.

- Sure, we actually have three different H.V.A.C units that work within we have a 25,000 square foot facility, so it's a very large facility with very high ceilings. And we have those filters switched out on a very regular basis because there was a lot of chalk in our facility and it helps keeps our facility a lot cleaner. And if those filters aren't changed out on a regular basis, that unit actually doesn't work properly because the chalk does clog the filter. So we and we are running those units 24/7, just to keep new air coming in and old air coming out. Not only does it keep everyone a lot more comfortable, especially our staff who are wearing masks and are very hot, but it just keeps the gym just a lot nicer, more pleasant place to be in general. So I feel that's something we would normally do that's actually working to our advantage a lot in this situation and keeping the gym a healthy and safe place for everyone to be.

- [Kathy] Okay, thank you.

- Mhh.

- Jen, one more question. Do you feel that for mandatory ordinance was put in place that will take the pressure off of you, to make that decision? Is that helping you with your business or not?

- I mean, provided that my athletes don't have to be masked I have no issue with the mandatory ordinance. My only issue concern would be, for me as a business owner, if someone chooses not to come in and wear a mask, do I have to then question them on their healthcare needs? I don't wanna get into HIPAA violations. I don't wanna get into arguments with my customers about it. But I would like to see more customers wearing masks in my lobby if I can. I mean, to me, the masks make people more comfortable to come back into my business and to get back to life as normal. And if they keep even one person healthier, I'm happy to do that. But I do feel like it may put me in a bad spot as far as talking to my customers about why they're not wearing the mask. There are some privacy issues there for sure that I don't really want to get into policing.

- Okay, well, thanks for your honesty.

- Yes, thank you very much.

- [Celestine] Thank you. I just want to acknowledge that we have minister C. Johnson. It looks like William Melinda Eck, Mike Shea Jr, Nicole Saleske, Andrea Johnson, Brown County Tavern League, Martin W. and Kimberly Vogt. Those are all the people that I see who've raised their hands. So I'm gonna go through that list. And then I will also just make sure that there's anyone who basically has unmuted themselves and is waiting to be heard. I will get to you after I get to those folks. Okay, so next is Minister C. Johnson. Minister C. Johnson, can you please unmute yourself.

- I'm currently unmuted.

- [Celestine] Okay, awesome, just give me one second. Sorry, give me one second. All right, go ahead, give your name and address please.

- Minister Coronado Johnson 1525. Capitol drive. Green Bay 54303.

- [Celestine] Okay.

- All right, I just wanna say that I am completely for the mask mandate or ordinance. So wear mask the more people are seated, the more comfortable, I feel. I understand Like, as far as like health conditions and things of that nature, I believe those are some some valid points. I myself went through a very extreme surgery, on my throat and nose, where I was in ICU for almost a month going in and out there. But I still wear a mask because I want to be able to protect the next person. I think that a lot of times we still have the misconception that people only put on masks to protect themselves but the C.D.C and W.H.O has completely and consistently told us that wearing a mask protects the next person from the droplets that you spit out of your mouth. Even speaking, a normal phrase, the droplets, sneezing and coughing of course, expose it a lot harder and a lot further. So wearing a mask helps protect the next person. When I walk into a business, especially a food type of places serves food. I hate to seeing anyone that's serving not having on a mask. And those type of instances I pretty much walk back out. Because then that to me is you putting yourself putting me and other people in danger. The fact that number of cases, as far as percentage goes, I don't believe that we should wait so more people to die in order for us to say, hey, let's start wearing masks. I believe that'd be going the opposite and doing something very backwards. Me and my family, we have lost three people to COVID-19. And we believe and know that this is a very real thing. And I understand that like, not that many people have died in Brown County, but the people who have died and their families like those families, it's a very real thing, and I believe that wearing a mask can really help a lot of people. There's been shown that it's been proven scientifically. So I believe that the best way that we should go, thank you.

- Thank you Coronado.

- [Celestine] Thank you very much, okay.

- Now, just hold on Alder, Celestine, is Leanne Kramer trying to get in? Just calling me.

- [Celestine] That's because there are 100 people in the meeting. And we only have room for 100 people.

- I see. Okay, Alder Scannell.

- [Celestine] Go ahead.

- I just like to just offer my condolences that's all, it's just very sorry for your loss.

- Thank you Alder Scannell for that, we concur.

- [Celestine] Okay, thank you Alder. The next person is, It looks like William Melinda Eck. Please unmute yourself.

- Okay, can you hear me?

- [Celestine] Yes we can, go right ahead.

- Okay, so I know that a lot of people have already-

- [Celestine] So sorry, your name and address, please.

- [Eck] I'm opposed to the ordinance-

- [Celestine] So, excuse me, miss Eck.

- Melinda, what's your address?

- [Celestine] Give your name and address.

- Melinda Eck, 1634, 54304.

- Did you hear that Celestine?

- [Celestine] Yes, that's right. Go right ahead, thank you.

- Okay. All right. So I am opposed to this ordinance view in an email but I also wanted to join into the meeting. And without repeating what other people have said, some of the things that I want to add is, if you look at the box, those masks that people wear that are, I guess, quote-quote disposable mask. It says right on the side of the mask that it does not protect you from- Some of them actually specifically say, the corona virus. So with that said, it seems pointless to require people to wear a mask, and they may say that it keeps you- Other people from you. But if it goes through one way it comes through another. I could tell you a few experiments I did with the mask. With the fine powders that went directly through in and you know, so I was just trying to myself see just how effective these mask are against things that are small particles. It didn't work. Because they came right through, and right into my lungs. So that whole point is, in my opinion, not valid. I don't think we need more days, something that actually it's taking away our rights to choose, as, someone who said we're as an adult, I don't think I need somebody to mandate me wearing a mask. One 10th percent death rate of this virus, which is actually less than the common flu. And I also think that such a mandate would put extra burden on our law enforcement, that they could be using their time wisely elsewhere. So there's been conflicting evidence, or I guess, things coming out of our C.D.C in the- They change their minds on a regular basis. And I've even seen some videos where they've said that masks are not effective. And I think that it's a good point of people touching their mask or if they're not keeping it clean. There's a lot of it, and I don't think that mandating wearing a mask is going to be effective in reducing the virus. I think that, we've heard the immunity and daily before we're all you know, gonna be safe from it. I guess you would say, thank you.

- [Celestine] Thank you.

- Thank you, Melinda.

- [Celestine] Just give me one second Alder. Okay, the next person is Mike Shea Jr. Mike Shea Jr., please unmute yourself and give your name and address.

- Thank you, Mike Shea, I live at 2751 Woodstock Court Green Bay 54311.

- Go ahead Mike.

- Thank you. Last night I sent a letter to everybody in the council. I do hope that you each if you have not yet taken time to read that email in that letter, it's filled with a lot of scientific studies and they are cited in reference to peer reviewed, articles and specific statements at news conferences and such by medical experts from C.D.C, and Mayo Clinic department, all of which point to why the general public wearing a mask can be more dangerous than not. I would like to address a couple of things that were said. First off, I'm a business owner as well. And Alder and nurse who Scannell said that business owners and workers are afraid and they want this and I can flat out tell you, that is not something that you can make a blanket statement about. As a business owner, the policy in my shop and for my customers is simple. If you want to wear a mask, wear a mask if you don't, don't. We're not going to shame anybody, we're not gonna point anybody out either way. That's a personal choice at this point. And that's the way it should be. We talked about Door County this evening, somebody mentioned they went there and saw everybody wearing masks. Door County absolutely did not pass an ordinance requiring masks. The local businesses, the business owners will do what's right for the community. They'll do what's right for our customers. You don't need to tell people what to do to make the right things happen. If it's right for their customers and their immunity. Out of misinformation right now and to pass a law, or a rule or anything at the governmental level. Using this information, inconsistent data is irresponsible. I also found that using the terms immoral if you're not wearing a mask. If you read what I wrote last night, and sent you, you will see how wearing a mask can be a problem. Not because of effects of your own health, that you have health conditions or whatever, but being untrained and wearing a mask has the potential to spread the virus more. Right now, our deaths are going down. That proves that we flattened the curve down what we should do and our excellent health care professionals have learned how to handle this. It's time for us to keep moving forward, looking for good data and making decisions based on good data, not based on emotions, and not based on inconsistent data. We need to take a step back and see what's going on.

- Thank you, Mike. I did read your email, it was very comprehensive. I find that a lot of the folks on both sides of the fence that are sending in emails or calling. Some of them just say yes or no without a reason, and I will give you the credit that you put in a lot of effort on that email. So I appreciate that. For either side, you know if you can state your case, well, that helps us as Alders. Thank you very much.

- [Celestine] Okay, next is Nicole Saleske. Nicole, please unmute yourself and give your name and address.

- Hello, my name is Nicole Saleske representing The Wellness Way at 2638 Tulip Ln Green Bay 54313. And so, my name is Nicole Saleske like I said, I'm actually a Family Nurse Practitioner. So I come with some medical background. And with all due respect, they had said that all medical professionals are behind a mask mandate. And I can tell you as one medical professional, I am against it. The cases are rising, which to the lay person may look like a concern. Some things to consider of course, like we've already discussed that tests are more widely available. And now through contact tracing, the number of positive cases you can read this on the C.D.C website shows that it also includes probable cases. People that haven't even been tested, but they have been in contact with someone that had it. In spite of more positive cases a hospitalization mortality rate continue to decline. Mortality has been declining for the 11th week in the row, per the C.D.C website. Currently, it's below the epidemic threshold. It's decreased in six, as death 9% last week to now 5.5%, which is below the threshold of what's the now considered an epidemic. In the most recent states of Wisconsin, we currently have 85 patients in the ICU right now with a positive COVID-19 test. And keeping in mind that some of these patients, anyone who is admitted to the hospital, say you come in for a heart attack, in order for you to be admitted, you have to be swapped for COVID. So they know the proper precautions to take for you. So they could be in the ICU with a heart attack, but they're gonna be counted as one of those 85 beds. Right now we have 414 total ICU beds available in the state of Wisconsin. And so our hospitals are not overwhelmed in spite of no mask mandate. We've had 44 people die in Brown County because of the Coronavirus this far. 264,542 people in Brown County that brings that percentage to .017%. I hardly see this as a threat. Also in 2015 a research article from the British Medical Journal, by MacIntyre at all entitled "A Cluster", Randomized trial cloth mask compared to medical mask and healthcare workers found that, there was actually a 97% penetration rate in cloth masks, and that it actually increased your rate for infection. This was published in 2015, I'm happy to send you the link. But it's not about you. It's about protecting more vulnerable population. Well, if we fail, but the aerosol theory well aerosols can penetrate a mask, so you're not protected. If we go with the droplet theory, then if it travels via droplets. It has to come from Asymptomatic individual. Forcing an individual to wear a mask is not enforceable. And so actually the wellness way has actually hired constitutional lawyers. We have an old document here that we've sent to each of you, we will not go down without a fight and we have lawyers here to protect our rights in regards to this massive mandate. So thank you so much for your time.

- Nicole?

- Yes sir.

- Did you say that you would send that to the council members?

- I would be happy to send that to the council members in addition to their research study if you'd like.

- Yes I would, thank you.

- [Celestine] Okay, the next person is Andrea Johnson. Miss Johnson, can you please unmute yourself?

- [Andrea] Hello.

- [Celestine] Yes, go ahead and give your name and address.

- [Andrea] Okay. My name is Andrea Johnson and I live at 387 Woodward Road in Green Bay 54302. And I just wanna thank you for taking the time to let us school those of us who are among the lucky 100. I just want everyone to step back for a second as others have asked and think about it. Before COVID, did you walk into the doctor's office and everyone including your nurses and your doctors were wearing masks? Did you walk into a dental clinic and all of your hygienists, and your dentists were wearing masks, why? Because, any virus penetrates unless you are wearing a special respirator that cost thousands of dollars. What virus, any virus will penetrate that mask. Bacteria, depend on the mask. I am a retired and been retired for 20 years. But I remember my schooling and I remember my education. And I just want you to know that the people who are picking up well, let's just make some sense out of this. We all feel for anybody who has lost anybody through COVID. It's not something that we want to brush off. Nobody wants to brush off death. It's important to us people are important and that's what it's all about. C.D.C issued guidelines. They did not issue mandates. That's because our constitution doesn't uphold the mandates. Also, our Supreme Court also supports not having mandates. Therefore, our Green Bay City Council should not support the mandate or an ordinance whatsoever, even if there is a parameter of time we're gonna say everybody must. For all the reasons that I've mentioned above, I want you to think also, what we told from grade school on and didn't medicine over the years, prove that hand washing does a lot to deter. Are we also going to have on hand washing mandate? Because hand washing takes care of what kinds of things? Plus, are we going to require every time a flu hits the area for everybody to wear masks? A lot of people I find lately in politics and involved in, political things to this other people. But I have to tell you, I am really proud of Green Bay. I walk into a store, there are a lot of people wearing masks. And there are some people who are in some doors. A lot of people are not wearing masks and some stores, there are, but I'll tell you what, I've never once got somebody give me the evil eye 'cause I wear a mask and I don't give them the evil. But there is no proof, masks work, hand washing does. What should we do about it?

- Thank you. Celestine I would like to pass Andrea a question, Andrea.

- [Celestine] Absolutely.

- Yes.

- A friend of mine, his name's Mark He's a retired biologist and worked in the pharmaceutical industry. And he lent me this information and I was just wondering if you heard anything like this. You said the only mask that works is an N 95. And that is only good for a single user. He was masking is symbolic to mitigate irrational fear, even in a hospital setting. He said virtue signaling exists, which is the irrational fear for no scientific reason. I wear a mask when I go out too but, is it perfect, maybe not. But then you hear anything about that as far as the 95 being the state of the art. But you can use it that often and then it would be very expensive to try to maintain that?

- [Andrea] Well, I just in 20 years, but I can't speak to that except for- Look years ago, the HIV virus can go through a surgical glove. So tell me, really should we really mandate people wear masks?

- Okay, well-

- [Kathy] I have a question.

- Go ahead Alder.

- [Kathy] I wonder if she's aware of that, there is a vaccine for the seasonal flu, said, this is just like flu? No, it's not because we do not have a vaccine yet. It's very harmful. But are you aware there is a vaccine for the seasonal flu? It's been effective for how many years, we've been doing this? Are you aware of that?

- [Andrea] Oh, Alder person. You asked us to be polite. I believe that that's pretty facetious.

- [Kathy] No, I'm not, I'm asking you, You stated that- No, I just want to make sure that people know that there is a vaccine for the seasonal flu.

- [Andrea] For the seasonal flu, but that vaccine carries only certain strains, and it is not effective for every seasonal flu, nor is it effective for every strain. So please don't use that as a foundation for wearing a mask.

- [Kathy] No, no, no, I'm not. The way you stated it, I just want to make sure that, that was out. There is a vaccine that is pretty much effective. It depends, yes, you're right.

- [Andrea] Well, it's important to know how effective and until we know exactly, then there's no way to make a mandate, to force people to even have a vaccine injection for COVID. Let alone a mask. So I keep asking our own City Government to respect the constitutional rights of the people.

- Andrea, I thank you for your testimony. And I thank you for your service to the community and in the medical field as well. Thank you very much.

- [Johnson] Well, thank you for hearing.

- [Celestine] Okay, next is Brown County Tavern League Dean Neldy. Unmute yourself and give your name and address.

- Dean Neldye 641 North around a pier 54115.

- [Celestine] Go right ahead.

- Thank you. First I have a couple of issues prior that I wanted to speak on that the floor was never opened. And this is virtual, this is all new. I just have to follow Robert's Rules of orders, each specific item, asked if anybody in the public like to speak on an item and open up the floor for them to speak. Once again, this is all new for a lot of people virtual beings. Now let people know about hand arrays into one interrupt. Anyways, I love what Andrea's trying to get out of here rather nasty So I can't express the views of all my members in three minutes. But I also feel like a lot of people made a lot of great points that I'm gonna repeat to advocate. It needs to be heard. Some of the hospitalizations and death rates, not locally, rising greatly. There's privacy issues people that have already beaten the virus and stuff to where one. People in poverty or financial hardships that would have to get one for every time they go out. If somebody has one and doesn't put it on properly, are they doing more harm than good? At a restaurant or a bar for straw or drink, do you wear a mask? How will you monitor how you- There's no age limitation to wearing one. If someone has a disabling health condition and cannot wear one, must they bring proof of their illness or disability to opt out of wearing the mask, let alone them being cast away in public by being the only citizens not wearing one? Are there are a lot of jobs that are high energy, including our industry? Are that actually bring more bacteria and carbon dioxide into our body which is unhealthy? And on top of all those things there a lot of other people have said. There's no answer to who enforces this, the health department or law enforcement. There's no established fine. There's no established ordinance made to approve tonight that could be looked off. I talked to the health department often. I know that they are understaffed with this health situation and they would not want to be able to enforce this gravely. Instead of the perception that people have, that we're working against the health department, we instead are working with the Brown County Health Department. I'm showing a joint effort in restoring public call by traveling together to showcase businesses that are hearing the W.E.C.D guidelines. I've been talking to environmental Health Director and we're gonna start trying out together to show that there are many other guidelines including MB size masks that we follow. Rap straws, sanitizing everything from

doorknobs to to darts and pool sticks, gloves for drinks, I received communist signage inside and outside, that I provide to our members that create maintain awareness for social distancing. We're working together harder than large stores and corporations in the retail sector and we are getting results. I'm constantly working with local taverner and successfully followed WEDC Guidelines. And we don't need an ordinance to be responsible. I think it should be up to the systems. It should be up to the businesses and it should not be up to our local government. I thank you guys for your time.

- Thank you doc, it's good to see you again.

- Good to see you too.

- [Celestine] Next is Martin W. Martin W. please unmute yourself and give your name and address.

- [Martin] Okay, I am calling in a phone, can I be heard?

- [Celestine] Yes. You certainly can. And Martin what we'll do is we'll let you know when you have 30 seconds left.

- [Martin] Okay, thank you. Yeah, Martin Webber, 3307 Beach Lane in Green Bay. Yeah, I'll make this quick. First of all, this is a major government overreach as other people have mentioned, you've got HIPAA issues here, if you're mandating that mask to be worn, I've got asthma, And, it's hard for me to wear a mask. I do it in where I'm required to. I go to Minaj quite a bit. That's their policy, I'm fine with that. You know what, but I don't like wearing it, but I need to go into that store sometimes. As consulted with my attorney on this, you guys are opening yourself up for major litigation, and I really don't think the city can be affording loss of care. And I will be one of the people involved in a lawsuit. I've got a couple of studies, that I could submit to you guys. One of them from it not to much a study but a report from the World Health Organization as recently as last month. That in simple terms, they did not say that mask were effective outside health facilities. Okay, I can submit that, if you request it. Also, there's another actual study that was done, that said the same thing. That mask do not work outside health facilities, and that's due to as other people mentioned, touching a face is not properly trained on them, they're not fitting properly. This is nothing more than a false sense of security for people. And finally- One other thing here regarding health facilities and people coming down with COVID, 99% of People who are stricken with COVID recover. 85% of people that have entered hospitals to recover. And then finally, I don't know if you people are aware or not, but the more there's major worldwide pandemic. Tuberculosis 1.5 million people die a year from Tuberculosis. Where's the panic? Where are the lock-downs and where are the masks? Thank you.

- Thank you, Martin. You said you were willing to share that if- You're more than welcome to send those out to each of the Alders. I would appreciate it if you could do that.

- Yeah, I can do that, no problem.

- Thank you.

- Thanks for your time.

- You're welcome.

- [Celestine] Okay, next is Kimberly Vogt, I believe is how you pronounce your last name. Please unmute yourself and give your name and address. Wait, wait one second, sorry. Okay, so Kimberly I think what the issue is, is you must have zoom on a phone and on a computer, that's why you're getting that feedback. So you should mute one of those devices. So that you don't have feedback. The issues is in your place. Okay, try it again. Yes, so sorry. Okay, so you know what. Just keep your hand raised. And like I said, you- The best thing for you to do is to maybe just come back in. We've got 99 participants, if you're on your phone and your computer, one of those- No, you're not. Oh, that's on.

- I don't want her to do go to the back of the line either so-

- [Celestine] No, no, no. So done it. All right, let's try this one more time. Unmute yourself and see what we get. No, we can't hear you. No, unfortunately not.

- She's on mute right now.

- [Celestine] Yes, so you muted the wrong device.

- I only have been-

- [Celestine] Wait try one more time.

- Can you hear me now? Can she call in on a phone?

- [Celestine] Yeah, she could call in on the phone. So Kimberly, I'm not sure why you're getting that feedback issue. That issue is, like I said at your place not at our device. So perhaps if you could call back in that would be great.

- Mike Shea Jr, just said move the mic away from the speaker.

- [Celestine] Oh, There you go.

- Mike, you're all-

- [Celestine] Thank you, Mike. All right. So hopefully Miss Vogt will join us again. We now have Arthur, Arthur I see you're ready to go unmuted. Just give me one second. Okay, go right ahead, please give your name and address. That's Arthur. Are you there Arthur?

- I just heard garbling, a little garbling.

- [Celestine] Okay. I know, technology. Let's move on to Noah Ref. Andrea Johnson, thank you very much. Noah Ref, can you please unmute yourself and give your name and address.

- [Noah] Yes, Noah Ref, I live at 3502 Layton Drive into pure Wisconsin. And although I know I'm not technically a Green Bay resident, I'm still very impacted by the community and I do a lot of interaction with folks in Green Bay. So this still feels very important. I want to just lead off by saying that I personally I'm deeply in favor of a mask ordinance. I'm immunocompromised, I'm a type one diabetic. And everything that we're seeing from this from accredited medical sources, whether it's a World Health Organization, the C.D.C shows that immune compromised individuals, are at much greater risk than those who do not have a pre existing condition. For negative outcomes with this virus. And I also want to take this as like an opportunity to answer a few of the questions that I know have been brought up and raised. In my day job I do Healthcare advocacy with an organization. And I can say that I've heard a lot of, oh, well do masks actually work? And the answer to that is yes. Everything from the World Health Organization and the C.D.C shows that masks are very

impactful and very very important as slowing down the spread of COVID-19. That is also in conjunction with social distancing. So this is something it's one element of this puzzle that we need to solve, right? Another one that I've heard is that isn't it convenient for certain individuals to have to wear masks? And I can absolutely say there probably might be some inconvenience. I know, it might be hard when we think about reopening schools in the fall. Which I know we're having those discussions on. What that looks like, right? But I also think it's very inconvenient that we have to shut down local businesses, the local economy. Because we haven't done a good job, of getting a handle on this virus and COVID-19 is shown to be significantly reduced, by the wearing of masks and mask ordinances. A lot of countries have already done so, and shown a very good grasp on, being able to go back to some semblance of normal. It's also very inconvenient to pass along this virus to individuals who are immune compromised. That includes family members who even though, y'all might be strong and might be able to handle the virus. Those who are directly compromised like myself, I have family members who are type one diabetics, or who really can't weather this. That's a big problem. We need to think about that when we are talking about what a mask ordinances is? Its about more than just individuals like taking action. It's about all of us coming together as a community to take action together. I feel very, very strongly that all of us have a part to play in this. And wearing a mask can be a little inconvenient. But I think when we come together and we have, these moments where we can really make a difference. Where we can prevent the worst from happening. I think we need to take care of that. And I just want to commend the Alders for taking this leadership role and really looking at what we can do, as a local community. And we've been kind of left on our own unfortunately, and I think it's very important that we come together and take care of not only ourselves and our neighbors, but those who are most vulnerable. So, thank you for your time.

- Very well said Noah, very well said.

- [Celestine] Okay, next we have S.H. S.H please unmute yourself and give your name and address.

- [SH] Hello, can you hear me?

- [Group] Yes.

- [Celestine] We certainly can. [SH] Okay, I get that out of the way before I said everything. My name is Brian Higginbotham address 850 Neufeld Street Green Bay 54304. I would like to just start off by saying I am against any kind of mandate, particularly the mask wearing or facial apparel mandate. I do appreciate Alder Scannell's sense of concern or and you know, what he said so far. But personally I think he possibly and like many others, coming under fear. I think it's a huge fear which we've heard some great comments from folks. I think it's in my opinion, it's quite clear, the data just is skewed at best. And we have a global pandemic of fear really. I've talked with people overseas, and it's just amazing. It's just really sad, how impactful this level of fear is. And I think that is a big issue here. Viruses, I agree we have to and have always taken care of, proper care of us staying clean or with sanitizers, and how I respond around people who are sick or if I'm sick. And, I think it is an overreach of authority and a violation of constitutional rights to issue such mandates. Viruses are here to stay. I'm sorry to say they really are. I believe, for us to have this sort of, thought that we're gonna outrun it or outrun any virus isn't gonna happen. There's certain like the lady mentioned, there's vaccines that have an effect on certain strains and in certain cases, but it's not gonna be effective for every person in every place. So I

do believe that, setting up a mandate is a serious overreach. I don't wanna sink the ship when the sailors need the ship to survive. Impacting businesses, people have to put food on their tables, where all necessary. I believe, every one of us is necessary. We should not be telling people you're not necessary. Churches are necessary. Fellow shipping is necessary. Let the citizens have the right to put an apparel on their face or not put a parallel on their face. And we've already spoken to the fact that some of these things are not effective. Or they're not gonna be worn, right, they're not gonna be cleaned right they're gonna be restrictive. I have a health concern myself, that's a comorbidity issue. But I will not support any kind of mandate. And there are legal issues on top of this all. So thank you very much for your time.

- Thank you, thank you, Brian. Celestine.

- [Celestine] Yes.

- I know we've had a lot of folks from different communities speaking as well. And, I don't know how we can coach this, but it'd be nice to get the Green Bay citizens in as much as possible. I don't know if that's possible or not?

- [Celestine] That's a question for Attorney Bungert. Attorney Bungert?

- [Bungert] Yes, I'm sorry Alder, what was the question?

- [Celestine] Go ahead repeat that.

- I think everybody's voice is important on this. But we have many, many people and there are folks from Green Bay because it's impacting the city of Green Bay at this time. Just to find out if there's a way to get the citizens here in Green Bay the ability to speak initially or is that a slippery slope?

- As far as differentiating between citizens and non I'm not sure if we have a way of being able to do that.

- I'm getting some calls from citizens that's all. So I'm fine either way. I'm preparing to stay up all night so to speak. You know, to listen to every body but, I realized the pandemic et cetera doesn't know city lines at all. But now I just asked him on the behalf of some citizens. That's fine.

- [Celestine] Thank you Alder. Kimberly Oh, I'm sorry. Okay go ahead Attorney Chavez.

- [Vanessa] Yeah, so just to think the council could do, but we wouldn't be doing that at the outset. Dictating who is able to provide comments since we've already started the comment period. I don't believe that we'd be able to change the rules in course.

- Okay, that's fine, I appreciate that.

- [Celestine] Okay so I see that Kimberly Vogt has joined us again. And as Mr. Shea had suggested, Miss Vogt if you would separate your microphone from your speaker and that would prevent the feedback. So Miss Vogt, why don't you go ahead and unmute yourself. Arthur I also see that you have your hand raised and are unmuted. I'm gonna take Miss Vogt first. Miss Vogt are you ready? Miss Vogt, Kimberly? Okay, we'll give Miss Vogt a few more minutes. Arthur, are you ready?

- [Arthur] Can you hear me now?

- [Celestine] Yes, we certainly can hold on one second. Okay, please give your name and address.

- [Arthur] Arthur Hill 6075 Birch Street 54304. I'm adamantly against this ordinance. It violates certain civil rights, constitutional rights. If you looked in the paper today, 760 new cases were identified yesterday. 264 statewide are hospitalized. That math over running our medical community. And that's out of 36,448 that were tested positive. And out of that positive number, 174 of those 264 are still waiting for results. So having basic symptoms don't necessarily mean you have the disease. Presently, for me, I had the disease, I had the virus, I survived, I did not die. In December I had the flu. It was 10 times worse. It was the worst flu I ever had, and I had the flu vaccine. So if you're gonna hang your head on a vaccine is false hope folks. But they do work in some cases. But I did go to a Red Cross donate my COVID-19 plasma and platelets. So I could help those who didn't handle this well as I did. C.D.C guidelines, are that, their guidelines. This ordinance would be unenforceable. We're gonna get into Doom we have the next protests and half the people are wearing masks. Are they gonna rush in start arresting them and start writing tickets? I don't think so, it's unenforceable. Washington County, mandatory masks. We should call a suit. What we should do is pass resolution urging people to use the mask. Use P.S.A's you know. And let the businesses also have to follow in suit. Next thing is don't open a can of worms. People will not forget it. If you trample under civil rights and constitutional rights, it will cost the city dearly to cover lawsuit. Please take wisely before you go ahead. I will not live my life in fear. Now when I do go out, I won't wear a mask when I go to the fans or I go to the festival. But that's not for me that just because it makes other people comfortable and sort. But when I go into an meeting establishment, I don't want to have to mess around with the mask. Do I think it's necessary? No. Get off this political roller

coaster driven by the media. That hikes the numbers for sensationalism. We need to end this and we need to use some common sense. Thank you.

- Thank you, Arthur.

- [Celestine] Okay. Now Miss Vogt. Can you hear me? You're on here. There you go. If you can hear me, please unmute yourself. So that we can get you back in the queue to talk. Is that Miss Vogt?

- We really wanna see her and reason with her.

- [Celestine] Yeah. Okay, I do see that she a Alder-

- I don't know if you can hear me.

- [Celestine] Oh yes, there you are.

- You can hear me?

- [Group] Yes.

- [Celestine] Give me one sec.

- Audio delay. Well, I'm hoping you can hear me and we're going to go with that. My name is Kimberly Vogt. I live at 3071 Gothic Port in Green Bay 54313. First I just wanted to say thank you to know, Nicole Saleske she really went over a lot of the items and the data points that I was going to talk about. And she did it so eloquently that I'll just go more from a personal feeling of what I'm seeing, and the fact that some of the people in the government power here are going on news channels and making statements to the fact that, we are immoral if we're choosing not to wear a mask. And with that being said, it's really in my opinion, it's the government's job to protect my constitutional rights. And it's my right to choose. And we've heard that in a lot of different areas. But specifically here, it's my right to choose mask. And it's really a choice. And when you're going to put a mandate and say that people have to wear it, I guess one of my questions would be to the police

force would be to the government. Who's gonna enforce this? How is it going to be enforced? What kind of term link is going to be put on these mass situations? Beyond that, what is the right mask? There been some conversations back and forth and if you look at several of the studies on Stanford Medical June 19th, Southern California University, they state the N95 masks with the valves, they only protect one way. And it's when you're breathing in. So you don't breathe in particulates. But it's not protecting you from what you're breathing now. Because of that California has now said that, that's not acceptable. Cloth masks they're saying on several of the websites, the government websites it needs to be a three layer system. And these are, particular layers to make sure that it's, filtering. But above and beyond if you go into any store, half of the population that is choosing to wear the masks aren't wearing them properly. Their nose is hanging out or it's off their chin or they take it off and hang it off. So who's going to go around and dictate that they're wearing them improperly? They have them on. And then let's go a step further. If we're talking about particles and some of the studies the particles can get in your eyes. So now is everyone going to have to wear a face shield? So this really is about personal choice and it's not about shaming people either way. So I would reserve the government to step back and not shame us for not wearing it and we won't shame you for wearing it. My last issue would be again for the police. If you're a concealed carry person, if you have a mask on can you carry legally. And I think that's my time and thank you.

- [Celestine] Thank you so much.

- Thank you, thank you very much.

- [Celestine] Okay.

- Thank you, Kim.

- [Celestine] Now Alder, let me just-

- Yes, what do we do? Where are we at?

- [Celestine] I don't see there's no more hands raised. Is there anyone who would like to speak, please just unmute yourself if you can't raise your hand and just, say your name and I'll get you going here. Anyone who would like to speak? Oh, yes, I see someone, sorry.

- That's Dean-

- [Celestine] Yes Dean, okay, just give me one second Mr. Hoegger. Is that how you pronounce your name? Okay, give me one second. All right, Mr. Hoegger I think, go right ahead. Just unmute yourself.

- Sorry, I was raising my hand for the next topic.

- [Celestine] Oh, for the next topic, okay.

- With masks, sorry about that.

- [Celestine] Okay, so you do not wish to speak on masks?

- No, thank you.

- [Celestine] Okay, awesome all right, thank you.

- See you later Dean.

- Bye, bye.

- [Celestine] Okay, Miss Staudenmaier do you want to speak?

- I just want to mention one thing-

- Brenda, Brenda, Brenda.

- Yes.

- You will have to give your name and address.

- Okay Brenda Staudenmaier, 1270 Dodi Street, Green Bay. A lot of people have been reaching out saying they can't get on to this zoom call. So can people when they're done speaking and they're not gonna say anything else if they can switch to the city YouTube page, they can view this live so then they're not on zoom hogging up. That's all I wanna say.

- [Stevens] Thank you, Brenda. Celestine that'll work?

- [Celestine] Yes. Okay, oh, I see all right. Let's see lower hand. Anyone who would like to speak to mask ordinance? Please unmute yourself. So now we can get you started here. Alder, I think that Kimberly would like to speak again. But I believe we have just one time for every person.

- Right. How long was she thinking? Normally is for a remodel or something.

- [Celestine] It's three minutes for everyone, one time.

- Kimberly? No, no, I don't think so, what we could do Kimberly, if you want to say something else, I would email the Committee and or the Council.

- I was having technical difficulties. I didn't know if you've heard me and I didn't know if anybody answered my question regarding who's gonna mandate this? Who's gonna police it? What about the I couldn't hear anything.

- I see well, we'll talk about some of that. You know, generally speaking, when there is an ordinance, normally the police will do that. And we will talk about that when we get back into the committee. We will we will speak on the enforcement.

- Thank you, that's all wanted to say, thank you.

- Okay, thank you.

- [Celestine] Is there anyone else would like to speak to the mask?

- [Robert] I would.

- [Celestine] Okay, that's Rob's XS Max. Is that correct?

- [Robert] Yes, sir.

- [Celestine] Okay, just give me one second, okay. Go ahead, please give your name and address.

- [Robert] Robert Heimert 1807 Lost Dauphin Road, De Pere, Wisconsin I operate a business at 1106 Main Street in Green Bay. I want to give credence to Kimberly, Tamra and the other lady I forgot her name but they did a very eloquent job. Of speaking this topic and I wholeheartedly support their opinions on that as well as Brown County Tavern league opinion on this as well. My main concern for the committee here is enforcement. Alder Scannell said he wanted to see heavy fines for businesses that were caught not enforcing this ordinance. My concern is we have HIPAA guidelines that would be impossible for a business owner, to ask a customer not wearing a mask, why they are or why they do not. And that would open us up to a can of worms. And I just really want the community to take that into consideration, when trying to draft an ordinance that requires to do something, that would be in violation of federal law. Thank you for your time.

- Thank you, Rob.

- [Celestine] Okay, thank you very much. All right. Alder Steur.

- Yes.

- [Celestine] Oh, I see there's one other person. Owner raised his or her hand, or their hand. Owner, can you please unmute yourself and give your name and address for the committee. Can you hear us?

- [Rob] Your hand was like shaking your voice was like cracking.

- [Celestine] Okay, so you have to actually speak.

- [Rob] I didn't have my stuff with you in front of me that I had my computer in front of that stuff that I wanted.

- [Celestine] Okay, so owner if you'd like to speak please give your name and address for the committee. Okay, Gary C. you're next, I can see your hand. Please unmute yourself and give your name and address for the committee.

- My name is Jerry Cohen I live at 6841 Chester Drive Apartment B Madison, 53719.

- [Celestine] Go right ahead. Okay, so I'm speaking against an ordinance. Basically chemists have a Bachelor Science Degree and PhD in Chemistry. I wasn't planning on speaking, but I stayed because the speakers are very eloquent. And one of the things that Madison, the Health Department says that they're following OSHA's guidelines and as the Occupational Safety and Health Administration, federal government it turns out, they're not following the guidelines. The guidelines require, if you are working in a business that all the employees have at least oxygen levels 19.5%. And I saw a demonstration of someone using a surgical mask, and they showed that before they put on the mask, the oxygen level was wiped by their nose 20.5%, which is normal. They put on the mask, and within seconds, the level of oxygen dropped to 17.6%. If you're using a OSHA certified meter, which started beeping like crazy, and I said, no, this is no good, you got to raise the level. So that's with a surgical mask, which doesn't really do a great job filtering the air and then 95 mask, you can hardly breathe, I find breathing with these mass very difficult. So all these laws, all these regulations, are violating federal law. Which you should take that into account, if you decide to pass a regulation. That's all I have to say, any questions?

- Very, very well done. I appreciate your your testimony, Gary.

- Thank you. Committee, anybody from the committee?

- I'd like to speak, Mark.

- Yeah, go ahead.

- I'm gonna close the floor mark, I'm gonna close the floor first, I think we should close the floor first.

- [Celestine] Alder VanderLeest, lemme just solicit to make sure that there's nobody else. You know, given the technology, it's a little harder sometimes to find people who want to speak, you know, when we're in person, we can see people raise their hands. Let me just ask, is there anyone else who'd like to speak on this issue regarding the mask ordinance?

- Celestine.

- [Celestine] Yes Alder.

- You're trying to get a hold or somebody needs to owner was trying to get in.

- [Celestine] Yes.

- And she wants to get in yeah.

- [Celestine] Oh, okay. So owner please go ahead and state your name and address for the Committee.

- She just said it's not working.

- [Celestine] Okay, hold on, hold on.

- She said she's filling your your screen, so-

- [Celestine] We do have room for 13 people, so I'm not sure- Or just give me one second Alder, scroll here. Yeah, I don't see- I don't see Owner as either with a phone or a video. So I'm not sure how this person is connected. I would suggest that Owner call back in.

- Okay, all right, and I'll tell her.

- [Celestine] Okay, so I leave it to you, Chair.

- Yeah, that's fine. Moving ahead how many- Well, I was gonna ask Alder VanderLeest is there something that you wanted to discuss with the Committee or is it just-

- I will, wait till the public's done and we close the floor and then I'll get my comments.

- All right, well,

- Thank you.

- That's fine. I mean, Alders can chime in, so. All right, go ahead Celestine.

- [Celestine] Thank you Alder. So S.H. as we had discussed before, someone can only speak one time, so if you have something else you'd like to say we suggest that you email the Council.

- Yes.

- [Celestine] Is there any-

- [Leanne] Hey Mark?

- Yes.

- [Leanne] It's Leanne.

- [Celestine] Okay, hold on one second miss Kramer. All right, go ahead Miss Kramer, please give your name and address.

- [Leanne] Leanne Kramer, 702 Neville Avenue in Green Bay 54303.

- [Celestine] Go ahead.

- [Leanne] I would like people, the older men, women, and the Mayor to remember the day that you took office, that you swore on the Bible and took the oath of office that you would uphold the Constitution of the United States of America. Part of that is our civil rights. And slowly, some people say, well, it's just a mask. Well, yeah, it might be just a mask right now, but my point is, could be next week, a year from now, it's gonna be something else. There's no timeline when if this mask ordinance goes into effect. When is it going to expire? When are we going to say, hey, yeah, everybody can take them up we don't need them anymore. So those are some of the things that worry me. We're headed down the path of communism. And people think that I'm a lunatic about it, I'm not, I'm definitely afraid of it. Because we're headed that way. And I'll come back in 10 years, and I'll tell you, remember when you called me a lunatic 10 years ago, on that meeting, and when it communism State and Country, then I'll look at people and say, now laugh at me. But furthermore, when it's flu season, we don't walk around with masks. There's a reason why you need to build up your immunity, because otherwise by wearing a mask continuously, you're just telling your missile, the natural defense that God gave us when we were born, you don't need to fight because we're not letting any germs into our body. So then the minute we do take those masks off, be it two months, three months from now four months, five months, who knows it could be next spring, it could be next summer that we finally take the mass off. Then how many germs are gonna come into our body then everybody's gonna be sick with, God knows what? So, you got to let your body build up the immunity and fight every disease that comes after your body, you have to. That's the only way we'll ever survive in this world. Another thing, I'm a mouth breather. I have nose issues, cannot breathe out of it, so you're gonna put a mask on me? So basically you're going to if it goes through, I'm gonna be the minority and forced to live in my house, because I cannot wear a mask. Along with them steaming up going in and out of temperature rooms and not being able to see, thank you.

- Thank you, Leanne. I'm glad you finally got through.

- [Leanne] So I'm I.

- Apology is a great thing.

- [Leanne] Oh, yeah.

- All right, thank you. Celestine are we through.

- [Celestine] Yes, thank you Alder. Is there anyone else who would like to speak to the mask ordinance? Please unmute yourself and start speaking. Okay, one more time. Anyone else who would like to speak to the mask ordinance, please unmute yourself and start speaking. Okay, Alder, I think we are done.

- I would entertain a motion to close the floor.

- Motion to close the floor.

- By VanderLeest, seconded by Stevens any the other discussion? All in favor, please say, aye.

- [Group] Aye.

- The floor is now closed. Alder VanderLeest you wanted to speak?

- Yes, thank you, Mark. I'm not in support of the ordinance, mask ordinance. I didn't want to infringe upon people's rights for number one. Most of the people in my District had called me about it. They were not in favor of it. And I had quite a few calls, quite a few emails as well. And I just feel it's not right, I'm not supporting it at all. I think the public is doing a good job. Certain businesses require a mask, certain businesses don't. I

think we're doing a good job, I think the numbers are dropping, I think Brown County is doing a pretty good job. And, I'm not in support of the mask ordinance at all. Thank you very much.

- All right, thank you. I was gonna ask to- Hold on Alder scannell. Committee, is there anybody else that wants to speak to this?

- [Lefebvre] I would like to speak.

- Okay, go ahead Alder Lefebvre .

- [Lefebvre] I'm not gonna support this ordinance because I believe that it should be for indoor only because of all the research that's been out there and I'm sorry yeah, people can say is this research, that research. But look at the overall the studies have been done. They show that indoors is where the problem really is, because of the airflow. They did a study and they showed that in a restaurant, this table had five people and then one person had it. The people, 'cause they're eating they didn't have a mask, the table six feet to the left three people got it. Nobody on his table we see got it and the table six feet to the left, two people got it. It's because of the airflow that you have, and everybody the CDC, the World Health Organization, they've all recognized that the indoor is the main problem. I'm sorry, I do get upset when people talk about the Constitution. Do they really believe that you can do whatever you want you have this personal freedom to do what you want? We don't. We put in a law mandate that you cannot smoke in buildings. Why? Because secondhand smoke can give someone cancer. You do not have a right to give someone cancer. This is a health issue has nothing to do with politics. Keep politics out of it. This has to do about health. This virus is mutating. It went from animal to human, now it's in humans. It has mutated. This is not the seasonal flu. Isn't seasonal flu can kill people? Some people do die from it. But this virus is vicious, it's becoming more vicious. Why do you think they call it a pandemic? It's all over. What's happening with Florida, Texas, Arizona, because they were opening up and people weren't wearing masks, and, they were gathering in big groups spreading it. That's masks are not 100% is true, they will never be 100%. But the N95 is pretty much 100%. There have been studies on it. And if those masks, they talk about all of the people, the healthy ones that they're not, they don't even stop it. If that was true, you'd have tons of our medical people getting this virus and dying because, they're treating the people who have this. Another thing getting back to personal that you do not have the right to give this virus to anyone. Because you don't know that person's condition. You don't know If they have underlying conditions that this could kill them. You do not have that right. So I would like the ordinance, something done for the indoor. That's the problem. And the city has gone over backwards to help the businesses like the the bars, and the restaurants, were allowed to have sidewalk cafes, now we're doing the parklets where they can have a spot in a parking area. A lot of them have their own beer gardens they have outdoors, we're bending over backwards to help these businesses so that they can be in business. So they can apply for these different things. So that people can be outside and I will not go to any restaurant that does not have outside sitting. I will not. So there are businesses who say it's their right well, fine, I'm not going to patronize you. And there are other people will not patronize you. It's personal responsibility. I'm also gonna say we are United States. We're in this together. I hate this but people are fighting over this. I want us to come together and realize that this is serious.

- Okay, are we

- [Lefebvre] Yeah, yeah.

- Well, Alder Scannell wanted to say something. Is it okay to let Alder Dorff says something first? Alder Dorff go ahead.

- I wasn't aware that there is a draft already for ordinance. That's correct, isn't it? There's no draft is there? I am very much in favor of what Kathy just said, very much in favor of some sort of mask ordinance, but with a number of exceptions. And I think that we have to look at outside versus inside. I think what I would love to see the committee do tonight is refer this to staff so that they can look at drafting something. We don't have anything concrete, people are assuming that we all want you to wear mask 24/7 that is not what any of us are talking about, in my mind, in places that people need to go searches for food, clothing supplies. Now where people choose to go, such as bars and restaurants, where people need to go, that's where I'd like to see the protection. And that we need to have an age lower age limit on it, we need to have exceptions for athletes, for people in gyms for health, there's all kinds of things. So this isn't some all encompassing, never intended to be an all encompassing ordinance. I am going to definitely support some sort of mask ordinance, but it would need to be time limited to the end of this emergency that we're in, and then would need to be many exceptions within it. And thank you very much.

- All right thank you. Alder Scannell.

- [Lefebvre] I concur.

- Thank you, it's exactly what I was gonna say. Many of what the people have brought up that are against this, I agree with you. There's many instances where masks are not needed or required. There might be a few instances there outside but I think mainly will be focused on the outside. I mean, on the inside. I think I'd like to see staff put something together for us to chew on. It's not like they have to invent the wheel, I mean, Bay County's done this, Milwaukee has done this, we certainly have the authority to do it or not. Trampling on anybody's rights by working on public safety any more than we're setting a street speed limit as Alder Lefebvre said, not smoking indoors. That's not infringing, rights of people safety. People's safety always comes first. That's a government's first and foremost, without safety, the decoration of independence, life, liberty and pursuit of happiness. Life is first because without life, nothing else comes after and meeting with our Constitution. Public Welfare comes before liberty. So it is our responsibility. I'm not in a panic, over COVID-19 I'm doing what I think is responsible. Nothing has changed from when we went virus is still out there. And it's incubating and it's waiting to hit us again, if we don't take enough precautions to keep our numbers down. All the health professionals in our area over hospitals every one of the CEOs and presidents are supporting this. The CDC, we can follow their guidelines they're up to date. They're the ones who have looked at all the studies and put together that information. So if you can't trust the CDC well then you can't trust anybody.

There's no science, it validates everything. You have to be able to trust the professionals who go through all the information and do the best that they can with it. So I'd like to see staff, the committee at least let this go to staff see what they can put together so that we can go over it at Council. Thank you very much.

- All right, thank you, thank you Alder. Alder Stevens anything? Alder Brunette anybody else want to chime in on this? No? As I've looked through the research and believe me, I've been spending a few days on this, to say the least. First of all, I do commend Alder Scannell for bringing this forward. Whether I voted for it or not, I commend him for bringing it forward. It's a hot button issue, it's tough. a lot of times it's a lose lose situation when we vote, very difficult. But I think one of the problems I'm having is that, I contacted the Police Department just to see if this was enforceable. And of course, we make the rules, we make the laws, the ordinances and such and the police enforce those. I think they stated no matter work, it would be very difficult to enforce. I think that's one of the issues that I would have. I know the mayor sent a letter, with all the different hospitals and they all signed on to it. There's been good testimony either way on this today. I will state that I got unsolicited emails from 53 people 43 said no, and said yes to the ordinance. Tonight we have 16 that said no and four that said yes. That's not always a slam dunk, but it's a pretty strong statement there. it's not to say that something won't develop naturally. But I'm not comfortable mandating something at this time. I may change my mind before City Council, but right now I don't feel comfortable, moving ahead with with the calls that I've gotten and the emails that I've gotten as well. So I would propose that we put this to a vote unless Alder Dorff want to say something else. Go ahead.

- I don't understand why you would think that you would be mandating. Anyone that's voting on this on this committee today is simply we're asking refer to staff. We're not voting on this thing here that hasn't been written down. And most things that Alders asked to get referred to staff are referred to staff. And then you decide whether you want it or don't want it, or whether you wanna take things out or put things in. I don't think it's right now to refer to staff. Thank you.

- Alder Dorff, I was just reading what the statement said, oops I lost my agenda here. I was just reading it. Consideration with possible action on a request by Alder Scannell to make a city ordinance requiring employees and the public and social situations wear masks and practice social distance. You know, I looked at it and then there's a couple different ways to look at it, I left some room for interpretation. So are you saying that by sending it back to committee and back to staff that, that would tighten that up a little bit?

- It would create it. I don't think it's even created yet. So I don't think that you're passing something that changed the wording as well, in a motion.

- They need to make an ordinance there's no ordinance there.

- Right.

- Staff need to make an ordinance.

- I'm reading what you stated that's all.

- My opinion is to make an ordinance you have this ordinance right now. The only way to make an ordinance is to refer this to staff, that's given. We don't make ordinances, staff does. You have to refer this to staff to do.

- Hold on, Alder Scannell, okay.

- There is very few communications that say, refer to staff.

- All right, you spoke your point you spoke your point. We need some other people, Alder Stevens.

- Attorney Brunette?

- Alder?

- Yes, I just wanted to clarify very quickly on essentially, if the committee wants to just refer this to staff for research to come up with a draft staff can take into consideration not necessarily what the communication says verbatim, that the committee can give directives as to a draft that encompasses certain points, like an end date, indoor only exceptions for certain things and to bring back a workable draft, which then also can be trained at committee level, it doesn't have to be approved at that point. It's just a beginning point for staff to begin drafting with whatever specifications directives the committee wishes to give. And then staff would bring that back for review and further discussion and potential further revisions and public input as well.

- Hold on, Alder VanderLeest.

- I don't want to refer this back to staff. I think that, the public has spoken. And myself personally, I think the community is doing a good job. I don't think we need any more laws. The Police Department doesn't have

time for this for number one. And I think is getting the message out people to wear a mask in certain situations. I don't think we need any more laws or any more infringement on people's rights at this time, and I'm not gonna support it. And I think that we can handle it right here at our community. We don't need any more action on it. I'd like Stevens place on file, thank you.

- Thank you. Regardless of what happens tonight, this is going to the full council on the help. So this is just a recommendation everybody on council will be able to weigh in next Tuesday. Alder Scannell for the last time.

- I'm sorry. I would like concept to weigh in on an actual ordinance. That's why I would like staff to come up with something and bring it to the committee as a whole so we could all look at it, decide, and it can be killed there, amended there fixed there and passed on. We don't really have time, this is gonna happen. Really don't have time to stretch this all out. If it takes too long, it's gonna be pointless. We're opening up the cart before the horse.

- Council's on Tuesday.

- Right.

- Do you think they can do it in a couple of days?

- Yes, because they're not reinventing the wheel. There's a lot of information there already that's out there. other places are done. It doesn't take much to put this together.

- Okay Alder Brunette, Alder Brunette.

- Yeah, thank you Chairperson. I disagree with Alder Scannell. I believe that if this committee makes a motion, The full city council has to approve whatever or disapprove whatever the motion is. This committee cannot intake right now staff work on such a policy. I don't think that that's appropriate. That decision has to go to the full City Council. The legal team of the City of Green Bay is very far behind on projects very far behind on creating ordinances. And you have an agenda item later on in this meeting, I think, if you haven't already discussed that, for the city legal team will be explaining where they are at with a variety of projects, very important projects, not to say that this wouldn't be an important project. But which of the numerous ordinances and legal matters is this committee or is this council comfortable with telling the city legal team to push down the list in order to move forward with drafting an ordinance that might not even pass. I've received so many contexts calls, texts, overwhelmingly people are against such an ordinance. I don't know how you can

enforce it. That's the biggest thing. You really want our police officers to be engaging people for not wearing a mask. Alder Scannell you had mentioned in a Facebook post \$20 fine. You wanna engage our officers in a highly tense, potentially volatile situation for \$20 Fine? I don't think that that's the proper thing for our Police department to be doing. Furthermore, the governor of Michigan has signed an executive order requiring mask I believe. And she's putting the onus some first to be that first line. You really think it's appropriate for business owners to be engaging people, their own customer base, scolding them, reprimanding them, making them feel what they are doing is the absolute worst thing. You can't do that to people an ordinance is only as good as it can be enforced. And if the Police Department is already saying they are concerned about enforcing such an ordinance, other municipalities and counties also have come forward and that they're concerned about enforcing it. What makes us think that Green Bay that we have all kinds of police officer time to enforce such an ordinance? And I refuse to put our business owners in such a situation that they have to go to their customers and refuse entry. Look at the videos all across the country. People don't want this overall, from I've heard and what I've seen not saying that COVID is not a serious thing that people shouldn't be wearing masks. I think that each person has to make decisions as they see fit. It doesn't have to be one or the other simply saying why are we creating an ordinance that is going to be very difficult to enforce. Second to that is why are we telling our legal team to create an ordinance and waste a lot of time on something that may not even pass? Thank you, Chairman, that's all.

- Okay, Alder Scannell, I know you wanna keep talking but you've talked three times.

- [Lefebvre] Chairman?

- Yes go ahead.

- [Lefebvre] Yes, I'm sorry. Alder Brunette mentioned this as well, we have businesses that do demand masks. They will not let you in. You don't want to wear a mask, you don't come in. There are businesses doing this. It's not just menards it's others. And this ordinance would be where the businesses have to have a sign out. I would believe that it would be the businesses you don't have to go after the individual. It's the business. If you do not wear a mask, you don't come in. If this ordinance is for all businesses in Green Bay, people can't boycott them. They're not gonna go to anywhere. You to have everybody doing this, to have an effective. So, I'd like to make a motion that we send this back to staff to come up with a reasonable ordinance as Alder Dorff mentioned with the exceptions, the different rules in a way that we can reasonably enforce this. And that I would say would be on the business owner.

- Attorney Bungert.

- Yeah we already have a motion on the floor Alder John VanderLeest did a motion to receive and place on file but we do not have a second yup. Was it that motion first.

- I will second there.

- So, that is a motion by Alder VanderLeest to receive and place on file, second by Alder Steuer.

- Do you have any other discussion? We can take a vote.

- May I respond to the questions that were asked of me by Alder Brunette?

- [Celestine] Unfortunately Alder Steuer, Alder Scannell has already spoken three times.

- Three times, he has spoken now, sorry. We made a motion and a second. All in favor of that please say aye.

- Aye.

- Aye.

- Opposed?

- No.

- No.

- Okay, so it's two to two.

- I will have to do a voice call vote.

- Go ahead.

- Alder Stevens?

- No.

- Alder VanderLeest?

- Yes.

- Alder Steuer?

- Yes, for my my vote.

- I have that noted Alder VanderLeest, thank you. Alder Lefebvre?

- [Lefebvre] No.

- Okay, so that fails, two to two.

- So that has canceled that?

- The secret place and file failed.

- Well, unless somebody wants to poll, correct?

- Miss Stevens place and file failed. That means you're- that you should know.

- I have a question for the attorney.

- Yes.

- If we were to bring this to you or suggest you to do this ordinance this week, would it be ready for Council?

- [Vanessa] So we actually had been looking into this for a while when we knew that this request was coming to see what exactly others have been doing. So yeah, so a little bit of a research has been done at this point being making best practice decisions, basing it off of what the recommendations of the council or the committee actually are. And then we would be making sure that it's consistent with Wisconsin Law, because as you're aware, there have been a number that have happened across the country including some places such as Texas, Minnesota, Minneapolis or Michigan. And only recently have Wisconsin State locations started doing. So yes, we could have something in time for council next week.

- And also have the other ordinances in play right now because we are in a nationwide public health emergency?

- [Vanessa] Everything that is occurring under the emergency ordinance has taken precedence, yes.

- So that would answer Alder Brunette's comment's earlier?

- [Vanessa] Correct.

- Thank you.

- Okay, Alder Brunette for the second time.

- Yes, thank you, Chair Steur. Attorney Chavez, how is that appropriate? Like if this committee made a motion and voted to receive and place on file and it failed, what action would allow you to take that action to create an ordinance? Because this policy committee is not making that recommendation. Under what authority are you moving forward with creating an ordinance?

- [Vanessa] Well, okay, so right now the only thing that has happened is there's been a motion to receive and place on file that failed, that does not preclude another motion from occurring, or from coming forward. And so if this committee directs us to do something we've had kind of differing opinions as to when the council or when the committee will actually bring something forward ahead of time. It kind of depends on what's directed of us if we're asked to bring something for Council's consideration, which I believe was done at this point, we are committed the whole I believe, then we do that. There have been instances when we've waited for Council's direction, but it's usually something that's pretty contentious, that is not time sensitive.

- What I'm suggesting is that it's not appropriate if this committee is not moving forward with forwarding to the Council that an action to refer to staff or for staff to create an ordinance, why would it be appropriate for you to move forward with drafting an ordinance? Is this under the mayor's direction?

- [Vanessa] All that has happened is there's been a motion to receive and place on file that has failed. So this item is still on the table and subject to another essential vote if the committee chooses to do so.

- Who is the committee doesn't make a vote? Another vote or doesn't affirm moving forward with drafting an ordinance, you will not work on drafting an ordinance. Is that correct?

- [Vanessa] I put it in play that for sure the mayor has authority to have us work on stuff outside of that.

- So kind of a beating around the bush way saying that if the mayor wants subordinates to be drafted, that he can disallow what this policymaking body wish for the law today?

- [Vanessa] Well, this policymaking body just as the policy, it doesn't dictate our workload.

- So the mayor is directing you to create an ordinance?

- [Vanessa] Nope, I have not received anything you asked me if it was possible that something could be directed to our authors to bring something forward, and I'm giving you an honest answer. Yes, the mayor has that authority. If the mayor chose to move forward with something even though this committee has not told us to do something, it is totally within the mayor's for me to do that.

- Okay, so if the committee receives and place on file, or does not make any other motion, the mayor could direct you to create an ordinance to be presented to the city council next week?

- [Vanessa] Potentially, yeah.

- Okay, thank you.

- I just want to make a comment. Well, that's poor government. The mayor hasn't talked to us about any mandate as far as masks that he wants to, put this in effect. He never called me about it. As the top governing body-

- [Vanessa] Mayor has not given me a directive. You guys asked me if there was any conceivable way, but this is still to be worked on and I'm giving you an honest answer. I have not received direction to work on anything from the mayor.

- Okay, that's fine. But myself personally I feel that we don't have much communication going on here about bringing staff forward and want to get in it slam dunk, at the next meeting, have it ready to go for the next meeting, that's not good. That's not good government. Thank you.

- Somebody else?

- [Lefebvre] Yeah.

- You've spoken a few times, three times, two times. We got-

- [Vanessa] Now I wanna make a motion.

- Okay go ahead.

- [Lefebvre] I want my motion to go forward.

- Go ahead, restate that.

- [Lefebvre] Okay, let's see. Alder Dorff need to get of help me. He does it so well.

- I'm here, how about- Let's transfer this to the staff and the staff can return it to Common Council as a whole next Tuesday.

- [Lefebvre] But we want also- The directive was to put some of the exceptions in.

- [Vanessa] What I had served was being requested was that any ordinance being considered be limited primarily to indoor environments. The exceptions be permitted for people who either have some form of disability or some need or any other reason that comes up. That'd be mandatory for places that people must go versus face to face with people choose to go and that it'd be time limited.

- And age, it's not for young children, maybe 10 and under, eight and under, whatever the CDC guidelines are.

- [Vanessa] Thank you Dorff. That's my motion.

- We have a motion, do we have a second?

- Second.

- Alder Brunette for the last time.

- Thank you. Your committee Chair Steuer and members but I would vote against the motion. You already made a motion to receive and place on file that failed, two to two. This is a way around what has already been decided. If the mayor wants to direct staff to create an ordinance to be ready for us to discuss next week, then that's his prerogative obviously. But the action of this committee will be sent to the City Council and if we are doing government properly the way that we should, the council will then decide at that meeting to forward to staff to create an ordinance. This is a very wacky way of doing it. We've never done it like this. We never voted down something at the committee level, and then direct staff to have it ready for the full council meeting. That is absolutely ridiculous. And for members of this committee to say that that is in any way appropriate, you're not being consistent with some of the things that have come up recently. I had an agenda item to allow the public to address the full City Council before a non agenda items. And I was told by Alder Dorff that the council should adapt such an idea before or we wait before we use any staff time to move forward with that idea. There is so much inconsistency going on right now. I think it's a poor way. If the decision of this council was to receive and place on file that failed two to two. Then to come up with another motion to basically get what is wanted, that's not appropriate. Thank you.

- Thank you for that. Okay Alder Stevens and the attorney and chime in to what Alder Brunette just spoke with.

- Sure.

- The attorney.

- [Vanessa] Yes, so we have actually received requests before to have documents prepared in time for Council. It is not been a consistently a lot of times it really depends on whether or not things are time sensitive, which is the reason that things move faster. So it doesn't say that, that hasn't been the case, it also say that it is the case. It's what the council tells us what they want to see and we do that. So, I can't speak to how you guys want to do things proceedings moving forward but I'm just telling you that we do, we have done it both ways in the past where we usually wait for direction from the council time sense that is or things that need to be drafted come up not usually a PNP, But we do it frequently for Planning Commission, we do it for staff coming out of DPW, where they need staff, they make the recommendations from the committee documented for council to actually turn those into an ordinance.

- Attorney Chavez- I think there's other calls from members that aren't at the meeting that probably would like to weigh in. So what is your take on that as far as moving forward? It would be nice in some sense to other voices from the Council as well. So if we deny it here, it couldn't be pulled again. I just wanna know what the process is and something like that.

- [Vanessa] What I would recommend is that- This is basically what coming out of the motion that I'm hearing is that was being directed to draft it and bring it to Council for consideration at that. So, that is an appropriate way to do it. Otherwise, it's the council or the committee wants to wait till after Council has a chance to weigh in on this, then that is when it should-

- Well Director Smith.

- [Vanessa] Out an ordinance to be drafted.

- I mean, like I said, I voted against the, initially this very request, but my feeling is that I would like the council to weigh in on this situation. So if there was an ordinance drafted in a few days that we could look at, I don't have a problem with that. Just to look at it and like I said, we may deny it anyhow, or we may accept it. But my feeling is that I would like it to have the input from the rest of the council as well.

- Mark, I'd like to speak to that.

- Go ahead.

- I don't feel that we need to draft anything before the City Council meets. We don't have to have anything drafted ahead of time. It was already voted two to two, I don't think you got to jump around bunch of hoops and buzzers and whistles, take it to the Council they don't have to have anything ready this is just a discussion. We're not looking to draft anything tonight. And we should discuss it at City Council. This is not a real popular issue.

- No, it's not.

- As far as, having it already for City Council for next Tuesday, I don't think that's appropriate. With a two to two vote.

- [Lefebvre] Mark, we have to move on we can't keep repeating.

- We have to move on.

- I just have one thing to say.

- [Lefebvre] We need to vote.

- Alder Dorff, 10 seconds.

- If we don't have something to talk about concrete at Council, then how do we know what decision to make? We're gonna just do the same thing we did tonight. And so we're gonna- I think we just need to have something to look at and then say, no, that's not good yeah, that is good. I want something concrete to look at. That's all I'm asking for, thank you.

- [Lefebvre] I have a question.

- Yes, go ahead, Attorney Amanda. Yes go ahead.

- Yes, so we have the motion made by Alder Lefebvre seconded by Alder Stevens to refer to staff with directives of indoor only restrictions, exemptions for disabilities, age and other conditions and to bring a draft to the next coming council meeting to be considered by the Committee earlier before. And now we can vote. I'm presuming we should probably do a voice call vote. Alder Stevens.

- Yes.

- Alder VanderLeest.

- No.

- Alder Steuer.

- I'm gonna have to change my mind and say no. I'm sorry about that, but I feel no.

- Alder Lefebvre.

- [Lefebvre] Yes.

- That vote on that motion fails on two to two. So at this point the committee has no recommendation on that item. Which it can remain that way and it can be acted upon by council at that time.

- Okay.

- Thank you.

- Before our next item, I'd like to take a five minute break.

- I'll second that Mark.

- Go ahead Celestine.

- [Celestine] So what we're gonna do everyone who's here via zoom, just stay on the line, we're not gonna go anywhere.

- We do need a motion to recess though Alders.

- Yes.

- I'll make a motion to recess for 10 minutes.

- Seconded by VanderLeest. Stevens made the motion, VanderLeest seconded. All in favor, aye?

- [Group] Aye.

- We'll meet at 8:30. Day 21 around 8:30.

- [Lefebvre] Yup.

- Thank you.

- All right. Thank you.

- We are back in session.

- Sorry about that everybody. Attorney Bungert we are also recording again. Thank you.

- [Bungert] Okay, sounds good. We are on Item Number 14.

- Number 14 consideration with possible action on a request with Alder Galvin, that the city consider taking fluoride out of the treatment process for the city water. Another hot button issues, so, there's a lot of folks that want to speak to this matter unless some of the staff or committee members want to say something I would make a motion on the floor.

- I'll second that motion Mark.

- Okay, I made the motion I guess, okay. Any other discussion? All in favor, please say aye.

- [Group] Aye.

- Opposed? That passes so the floor is open.

- [Lefebvre] Hello.

- We can hear you just-

- [Lefebvre] Okay, I couldn't hear anything. I thought maybe I lost it.

- We're waiting.

- Oh, okay, okay, good, thank you. I'm gonna put you on mute for right now.

- Celestine?

- She's currently muted so she may be doing something in the background.

- [Celestine] Sorry about that. Okay, so Mitch's iPhone is first. But, Alder Steuer I just wanted to let you know that we did have this arranged, so that Brenda Staudenmaier could make a verbal contribution. So I would suggest, which is iPhone if you just be so kind as to allow Brenda Staudenmaier to make her present verbal presentation and miss Staudenmaier, I will give you five minutes if you just give me one second. So what I'm gonna do is I'm gonna put the clock up for three and then I'll start again for two. Okay, just give me one second. Okay, go right ahead, Miss Staudenmaier.

- Thank you, I'm Miss Staudenmaier 1278 Doty Street. Good evening, City of Green Bay Protection and Policy Committee. I'd like to open for recommending this topic. And, for making your close attention and care. We're here to discuss rescinding the fluoridation resolution that was approved in July of 1957. The mayor at the time called flirty poison, and wanted a referendum before the program began. Instead, with pressure from special interest, Council took it upon themselves to require the addition of 1.5 parts per million artificial fluoride chemicals to our drinking water. In the decades since then, and especially the past few years, much has come to light on what a mistake this was. The amount of 1.5 parts per million has been concluded to be a cognitive neuro developmental hazard to humans, by the National Toxicology Program systematic review draft last year. This shows how easy it is for something to be touted for decades as safe and effective, while in reality it's not. Presently the level of fluorine allowed in drinking water is much higher at two to four parts per million while the promoted safe level is now at .7 parts per million. Either way, the margin of safety is either very low or non existent, and at the dosage we cannot be controlled on the individual level. This goes against all modern principles of pharmacology. I want you to be sure that you all understand that there is no federal or state mandate to fluoride it. Since 2016, 16 communities in Wisconsin have stopped adding fluoride to their drinking water supply. Council has the unilateral ability to end this and are responsible for any harm coming from fluoride if you decide to continue it. It is in your purview and your responsibility to supervise this program accordingly, it is time to end it. I'm part of a federal lawsuit against the US EPA over the denial of our petition, which included almost 200 studies demonstrating that fluoride is a neurotoxin. I come before you today with my two lawyers, Michael Connett, and Chris Nidel, and some of the leading researchers on fluoride to share the information we have learned since our 2016 petition. Much of the most important fluoride research on levels on water and neurotoxicity have been done in the past few years. Showing there is clearly an unreasonable risk present, it can damage the brain at critical times of child development. The National Institutes of Health has funded the most rigorous and well done studies to date on the impact of fluoride and neurodevelopmental. These studies were done long after most fluoride promoting talking points were created. The artificial chemical hydro flow salicylic acid that the Green Bay water utility uses for fluoride is a toxic waste by-product from the phosphate fertilizer industry. This substance is not a pharmaceutical grade chemical, and it is not using any dental product. It is not sodium fluoride. It is not a mineral, it is not like calcium fluoride. It is not a nutrient. It does not like iodine or anything the body needs for proper function. It is not used to clean the water, it is not chlorine. It is the highly reactive halogen and it is a toxin. Swallowing fluoride comes with many risks. It is harmful to the thyroid and so has a severe effect on those with thyroid disease. It is specifically harmful for developing babies in the womb and infants up to six months. When baby brains are damaged from exposure to toxins like fluoride and lead, They're more prone to behavioral issues, learning disabilities, ADHD, higher crime rates and mental health issues. Stopping this program will help alleviate stresses on schools like Washington Middle School and other local schools where behavioral problems have shadowed learning. When I was pregnant with my son in 2010, living in Green Bay was difficult to avoid fluoride. I was low income and barely had enough money to pay rent and bills. I did not know what I know today about fluoride and the effects of developing infant brains. I am sure exposure during pregnancy and the critical times in life to neurotoxic fluoride from the Green Bay City water supply. He repeated kindergarten and high school because he had behavioral issues. If you're worried about teeth we have a great free oral health program through oral health partnership in the parking lot of how school where there is an epidemic of tooth decay in a fluoridated community. There is also free dental programs at the Salvation Army Kroc Center, Oral Health Partnership West and NWTC. Fluoride can be used topically by those desired and it is entirely unnecessarily to force everyone to drink it. There is no use for fluoride in a developing baby or

infant until their teeth erupts. Adding fluoride to city water harms the most vulnerable during the most critical time in their life and it cannot be fixed. A tooth can be repaired a broken brain is forever a broken brain. Like I said earlier broken brains lead to higher crime rates, burdens on schools and special educational programs and increases in mental health issues. I'm asking you to please support me in voting to turn off the artificial chemical fluoride dosing pumps and protect the vulnerable brains of our children and our future citizens of Green Bay. I would like to end with a quote. "Don't mess around with fluoride it's dangerous, turn it off and never turn it on again. It is not the job of the city to dose any substance into the community drinking water for the sole purpose of achieving a medical result. If you continue, you're morally corrupt." Erin Brockovich.

- Thank you, Brenda.

- Thank you. Sorry, I'd like to bring hym reading but-

- Well, you did fine. I thought you were a newscaster. Are there any questions that anybody would like to ask of Brenda? Otherwise we'll keep moving along, and what may happen throughout the course of this point is that for your questions that we can direct them to you or probably have some maybe toward the end. So, I'm good for now, so Celestine.

- [Celestine] Okay, thank you, Chair. Next is Mitch's. iPhone. I see you're already unmuted, so just need two shakes, and go ahead, please state your name and address for the record.

- [Mitch] Wonderful, I am Dr. Mitch, I'm representing the Wellness Way 2638 Green Bay 54313. I am the Clinical Director at our Health Clinic and I am 100% in support with Brenda that we need to remove the fluoride from the water. And she reiterated this more than enough but definitely like talking about the, hundreds of studies that are out there that fluoride is technically a neurotoxin. So it's considered just as deadly as lead or arsenic or mercury that can be found in the body. Not to talk about the countless endocrine dysfunction orders talking, hyperthyroidism. Also, Hashimoto thyroiditis, what that halogen can do actually has the same receptor site as what iodine will do in the body and iodine is used to create thyroid hormone, but when there is fluoride it pushes out iodine which creates the toxicity, which will elicit the autoimmune response. Also talking about renal dysfunction and actually the renal cancer that it can create with systemic use over use in the body if it does build up to that toxicity. And there are, millions of people that have a difficult time with actually flushing out things in their system and that will build up an over time that creates dysfunction and that's what creates disease. So basically, I'm 100% support with Brenda on that and that we do need to remove this, neurotoxin from our water supply in Green Bay. Thank you very much.

- I'd like to ask a question Mitch.

- [Celestine] Go ahead. Mitch you're a dentist, correct?

- [Mitch] I am not a dentist.

- So you're not a dentist, okay. What's your profession?

- [Mitch] I'm a Chiropractor.

- I see. Okay. All right, I was just wondering. Well, I'll ask it anyhow. In your position, I know some medical folks that have been afraid to- they've talked to me or talk to some of the Alders. But they're unsure of their positions a little bit or retribution. Do you have any feelings like that at all? Or do you feel like you can speak openly?

- [Mitch] Yeah, I feel that I could speak openly on a lot of these things because there are, you know, patients that I see every day that have gone through countless different doctors that are trying to fix issues, but there's different ways of looking at things. It's not necessarily responding and to say, hey, take this medication, take this medication, it's more so okay, let's figure out what's actually creating that dysfunction in the first place. So what creates that inflammatory response in the body?

- Thank you for that. Celestine I'm good.

- [Celestine] Okay, thank you Alder. Next we have Michael Connett. Michael, can you please unmute yourself and state your name and address for the committee?

- Hi, good evening, my name is Michael Connett, and I am an attorney. And I'm actually coming from Los Angeles, California. And as Brenda had mentioned, I'm the leader-

- [Celestine] Excuse me I'm so sorry. You will need to give your address in response to California.

- Thank you, I wasn't sure so yes, my address is 3454 Vinton Avenue in Los Angeles, 90034.

- [Celestine] Thank you.

- So, I was the lead attorney in this case that's still going on. We finished our trial in June of this year. We're still doing some post trial briefing. But it's a case that's lasted about three and a half years. And we've deposed a number of federal scientists, including representative of the Centers for Disease Control, and a representative of the EPA. So today, I know I only have a couple minutes, but I just mentioned a few highlights or a few things that I think are important to consider when looking at this question of whether Green Bay should continue to fluoridated water. And the first point is, in 2006, the National Research Council issued the landmark report on fluoride toxicity it's a 500 page report where the NRC identify data showing that fluoride damages the brain in animals. Based on that data, and some early studies in humans, the NRC recommended that we needed to do rigorous human studies to examine the effects of fluoride on IQ. It's specifically called, on IQ. And subsequent to the NRC recommendations you've had two study teams funded by the National Institutes of Health, the NIH. One study team has done studies on fluorine, and IQ in Mexico. The other study team has done studies of fluorine and IQ in Canada. These are NIH studies that had careful vetting of the methodology by specialists at NIH. There's now been four publications from these NIH teams in the past three years. And every single one of the NIH studies has found significant and large adverse effects between early life fluoride exposure, principally prenatal exposure in utero, and reduced IQ and in one study ADHD symptoms in the offspring. So you have very well conducted studies funded by the NIH which have unanimously found neurodevelopmental harm from the fluoride exposure at the levels that people are receiving in fluoridated areas. And I depose as the chief scientist, I'm flying to EPA Office of water in this case, Dr. Dani View, she testified that these studies warrant an entire reassessment of fluoride safety standards, not only in the United States, but around the world. I also deposited, the representative of the CDC, and he testified in this case that there's no benefits from fluoride exposure prenatally and no benefits from fluoride exposure during the first six months of life for an infant. These are the periods of time of greatest risk based on these NIH studies. And the CDC admitted in this case that there's no benefit during this period of life which is of greatest vulnerability to harm. So if you look at the most vulnerable population-

- [Celestine] I'm sorry your time is expired.

- There may be a opportunity though, for us to ask you questions later too.

- Thank you.

- [Celestine] Okay, next we have Kelly Archambeau. Kelly, can you please unmute yourself and we will get going.

- Okay, thank you. My name is Kelly Archambeau. I'm a registered dental hygienist and work for oh, the address is 1245 Main Street 54302. I'm a registered dental hygienist and I work for oral health partnership. I've had organization dedicated to improving the oral health of underserved children in Brown County community by providing dental services and education. We serve children on medical assistance, birth to 19 years old and the uninsured in need. Along with our four clinic locations throughout Green Bay, we also have a school based program where we turn a school classroom into a dental office and see children during the school day. We also see children with severe dental needs in the hospital setting. Fluorine in our drinking water is one of our best and most cost effective ways to help protect the children of Green Bay from a common childhood disease of dental caries. Overall roughly 4000 children we served at schools alone, about 40% of those children had dental disease. Before it is taken out of the water, we will see those numbers rise. Even with the important program that oral health partnership offers, there will be an increase in decay that causes pain, which leads to miss school time and impacts the child's learning. I'm asking you to keep the fluoride in the drinking water to help keep all the teeth in not only in our school system, but also our entire community strong. Thank you for your time.

- Thank you, Kelly, thank you much. Alder Lefebvre go ahead.

- [Lefebvre] I'm not being facetious or anything like that. I just wanted to know, do you have studies that show that the fluorination in the water has actually improved the health on the teeth? Because I'm just gonna give an example. When I grew up on a farm, and we weren't really we're kind of poor and everything and I did not brush my teeth like I should have and not until I was older, that I do this. I think what you're probably seeing is that teeth are improving is because now we have access to toothpaste, toothbrushes. And because you do have a good organization like yours that you are giving to these young people who are in households that don't have a lot of money in that and you are helping them with the proper dental things like toothpaste, toothbrushes, showing them how to brush your teeth, different things that can be done, do you really feel or do you have any documentation that we need to know documentation that shows that just the fluoride in the water is doing this?

- Yes, studies show fluoride decreases disease and communities by 25%. And I can share a study with you. I'd also like to refer you to Matt Christine. He is the president of the children's Oral Health Alliance in Wisconsin. So he can also I believe he's on this call and can answer questions as well.

- [Lefebvre] Okay, thank you.

- Kelly, if there's anything that you can send to the council, but also to anybody else, do you have anything that they wanna share with us? They can send it to the council members, because we'll be looking at this at council next week on the 21st, thank you.

- [Lefebvre] Oh, I'm sorry. And there's one other thing have you seen the testimony that was presented in this case with the claims about the toxicity of the fluoride?

- Kelly?

- No, I have not.

- [Lefebvre] Okay, that's something too that you should look at also, okay? Just to you know, to be rounded on this, okay? Thank you.

- [Celestine] Okay, thank you Alder. Next we have Chris Neurath. Chris, can you please unmute yourself and give your name and address for the committee?

- Sure. Can you hear me?

- Yes, we sure can.

- My name is Chris Neurath. I'm the Research Director of the American Environmental Health Studies project. I live in Lexington, Massachusetts 21 Byron Ave, 02420. Thank you for allowing me to speak to you today. I'm not gonna give you my opinion on the neurotoxic risks of water fluoridation for children, but the opinions of the world's leading experts. The National Toxicology Program of NIH has spent the last three years reviewing the evidence that fluoride is a developmental neurotoxin. They concluded quote, "fluoride is presumed to be a cognitive neurodevelopmental hazard to humans, based on a consistent pattern of findings," unquote. The MTP identified 149 human studies and 339 animal studies, the large majority of these found in neurotoxin effect. What are experts recommending based on the scientific evidence? They advise pregnant mothers and infants to avoid fluoridated water. I'm gonna read a few short quotes from these experts that were published in leading scientific journals within the last year. First two on Dr. Howard Who and Dr. Bruce Lamphere. Both world experts in early life exposures to environmental chemicals, including lead, pesticides and others. Folks have done groundbreaking work on leads effects on children, and more recently on fluoride and its effect on IQ. They like quote, "there is no benefit for systemic exposure to fluoride during pregnancy for the prevention of caries and " We found that fluoride exposure during infancy predicts diminished nonverbal intelligence in children. In the absence of any benefit, it is prudent to limit fluoride exposure using non chlorinated water. The third expert is Dr. Phillippe Grandjean of Harvard and other recognized world authority on neurotoxicity. He writes, quote, "elevated fluoride during early development can result in IQ deficits that may be considerable." We also read about the developmental neurotoxicity is a serious risk associated with elevated fluoride exposure due to community water fluoridation. That's what the world experts and environmental health say. What to the editors of leading scientific journals like the Journal of the American Medical Association say, in a

podcast editorial two editors said this: Dr. Robot, the effect size is really quite large. The results are really startling Dr. Christakis, right. And effect size which is sizable and high with lead without. So if mothers now come into their doctor's offices and ask the pediatrician what to do, what are you going to say, Christakis? "I think I would advise him to drink bottled water or filtered water provider. Yeah, the other thing is that some people may not be able to afford bottle water.

- [Celestine] Thank you very much, your time is expired.

- Sorry, Chris, thank you for your testimony.

- Thank you.

- [Celestine] Okay, next we have Dr. Beth Neary. Dr. Neary, can you please unmute yourself and we will get going. Please also state your name and address for the committee.

- [Neary] I'm I video graphed too?

- [Celestine] You know what? Hold on one second.

- [Neary] I tried to start it, but it said I can't.

- [Celestine] Let's see, okay, hold on.

- [Neary] Okay.

- [Celestine] All right.

- [Neary] All right, give me permission.

- [Celestine] There we go, yes okay. All right, give me one more second.

- My addresses 428 Virginia Terrace, Madison, Wisconsin.

- [Celestine] Okay.

- [Neary] And I am a pediatrician. I practice general pediatrics medicine for many years. I've actually taught at the UW Medical School but I'm not representing UW Madison today I am representing myself.

- Could you speak up a little bit louder. We can't quite hear.

- [Neary] Okay, all right. I said, I am representing myself. I am not representing UW Hospital. I just want to make that very clear. Okay, so I want to say that if you asked me last year how I felt about fluoride in municipal water supplies, I would have pounded the desk and said, it is the greatest public health advance in the last 50 years. And people who wanna remove it are on the fringe. That's what I would have said last year. But today, I have a different opinion. And here's why. New research changes thinking and new research should always change thinking. The study that was published in the JAMA pediatrics in 2019, was an impressive study and a credible peer review journal. And the data in that study was so contradictory to long held beliefs, about the medical world and fluoridation. That paper was scrutinized so hard that I actually spoke to the researcher and he told me he had to go through many hoops to get that published. So they really looked at that very vigorously and they found that male children of pregnant moms who drank fluoridated water had drops in IQ scores from three to five points. So you say Dr. Neary, what's three to five points? Three to five points is a big deal. Three, five points was what Dr. Lamphere found in low levels of lead. And that changed what the CDC recommended about lead. It actually he made the CDC change the recommendation or his research did. It's impressive, a change of three to five points is significant. And I don't want you to think it was one study that has changed my mind, I read numerous studies. And as somebody already put up, numerous people have said the National Toxicology Program reviewed many, many studies. And so here's the thing that I say to myself now, I'm I willing to sacrifice cognitive development for the child's rest of their life to prevent a cavity or two when we have other ways to prevent cavities. And the answer to myself is no. If my daughter said, "Mom, should I drink fluoridated water, I'm pregnant?" I would tell her, no. And if she was gonna make formula for the zero to six month old baby, I would tell her don't do that. So, I'm a pediatrician, I've had firm beliefs for the last- I won't say how many years. But I will tell you that I'm changing my thinking because I'm not gonna sacrifice a brain for a few cavities. And I want you to look at the research carefully. Thank you very much.

- Thank you, Doctor. Doctor, could you, what was the paper that you were referring to the research paper?

- The paper that was published in JAMA pediatrics in 2019. And Dr. Lamphere is one of the authors on that paper.

- What is it called?

- Brandon, do you have the full title in front of you? Wait, I can send it to you.

- Could you send that to the Council?

- Okay.

- You'll send that to all of us, thank you. Okay Celestine?

- [Celestine] Okay, thank you, Alder Chair. Next is Lisa Hanson. Miss Hanson, can you please unmute yourself and give your name and address for the committee?

- [Lisa] Sure, Lisa Hanson 217 Allard Avenue, in Green Bay. I don't come to this, claiming to be an expert. Brenda has done a ton of work on this over the last decade that we've been in contact regarding this. And I've only really started looking into it when my son was born and he's 10 now, so it hasn't been that long, but I come at this kind of as a parent to three children. I grew up in Alloway in the '80s when the fluoride levels were very high in the water, and I still have dental fluorosis from it. My teeth are stained and have been since I was a kid. I also had numerous dental caries and I realized that this is very, causation does not equal, but, it's very anecdotal, I understand that. But, we're trying to do the best thing for our kids and obviously, I had issues with the fluoride. And so then it takes it to a whole different level where I have to be, and luckily, I'm privileged enough to be able to do this to, put expensive filters on my water so that I can take all the fluoride out because even bottled water doesn't necessarily protect you. But as far as the dental care, we see a dentist in Sturgeon Bay, Dr. Jennifer Olson and Dr. Kevin Claire, and they do not use fluoride in their practice. As far as dentist go, if you're looking for what the experts are saying, these are people who will not use that on children or anyone. We don't get fluoride treatments at all. Going back to what Brenda said about how- This is really what blows my mind about this is that we would never think to add a drug to our water source. And the fact that we do that with fluoride and saying that it's a one size fits all situation, I have a really hard time with that, that you're adding something to my water without my permission, and I got to pay for it. And then I have to pay it, have it filtered out of my water, even toothpaste to say, don't swallow the toothpaste. And, I know that there are all those old studies about how fluoride is the best thing in the world and top 10 inventions, medical whatever. But, the first studies that I was aware of was about topical application, not ingestion. How can you equate topical and ingestion in the same breath? And a lot of those studies as far as ingestion were flawed as well, I'm not blind. There was has a lot of bias in there. I would really love to not have to worry

about my kids drinking the tap water. And, I already have the filter, so I guess that's a moot point but I don't want to have to worry about that. I don't want other people in the city to have to worry about that. People who are, don't have the ability to buy a filter for their water, I want them to have the same consideration that I do. Thank you.

- Thank you, Lisa. I was gonna ask a quick question. You said you have a filter at home, what kind of filter is it?
[Lisa] We started first with a Berkey Royal, but then we did, which is a free standing huge, thing on my counter. But we did independent testing where we use brand new filters sent it into a place actually in the valley somewhere. And it came back through those filters the fluoride filters for the Berkey did not filter out the waters. So now we use an Aquasana, reverse Osmosis under the sink thing, so you know the little spigot comes out of where our soap holder would be. Neither of those were cheap but it filters everything because we had that independently tested in it for about everything.

- Okay, and I realized I did some research on some of the filters out there too, and they were mentioning they had a study about a Brita filter that didn't really get the fluoride out to water and pure filters did but like I said, it is an expense.

- [Lisa] I've had Brita pitcher filters that I thought it was doing something but none of those filters really do anything you need something, gravity filters too like the sangean I think is the name of it, where it filters through like sand and, they're just very intricate, but they're also a huge expense you need to have a place to put these things too.

- Right, right, well, thank you for that.

- [Lisa] Thank you.

- Anybody else?

- [Celestine] Yes, thank you, Alder. Next is Griffin Cole, DDS. Miss Dr. Cole, can you please unmute yourself and give your name and address for the committee?

- Okay, can you hear me okay?

- [Celestine] Yes, we certainly can.

- As you said, I am Griffin Cole. I'm a dentist in Austin, Texas 1301 West 25th Street 78705. I've been in practice for 27 years. And in the first year, I promoted fluoridation. And I applied fluoride to my patient's teeth, because that's what I was taught. That's what I was told by my professors. And so I believe it, why would I not? But over the next year, I just spent a little bit of time very lonely. This is back in '94, looking at the science and I started to realize that I wasn't told everything. And it became a very easy decision shortly thereafter, to stop doing that, to stop promoting it. And since that time, I've spent 20 plus years now, trying to fight this in many cities in here in Texas. I gave a presentation to about 400 dentists in September in Boston, and I only had an hour which was not enough time, but in that hour, all I did was rebuke the comments better stated as facts by the ADA, by the American fluoridation society, by CDC, always people that write out these things saying that they're facts, F-A-C-T-S. And I can just tell you, if you go to the ADA's website and look up their fluoridation facts, you're gonna find almost nothing factual. I'm not even joking about that. You can find science to dispute every comment that they make about how wonderful this toxic thing is. I can make this real simple for people who don't know about the science 'cause you got a lot of great experts on this panel. And these are some of the greatest in the country, if not the world that are speaking time. But I can make this down to three issues three inherent critical flaws of water fluoridation. And I do this to all these small towns that are are trying to actually decide on this. Number one, it's not medical grade fluoride. We've already heard that it's not sodium fluoride, it's not calcium fluoride, it is a toxic waste product from the fertilizer industry. And don't let any dentist try to tell you, yeah, we hear that, but when it gets in water, it dissociates like regular fluoride. That's not true, that was disproven by PhD Westendorf back in 1975 not medical grade fluoride. Number two, it doesn't do its intended function. There's never been a clinical randomized trial to prove that it actually works because it doesn't. So it doesn't do the function of trying to prevent cavities. And number three, and most important, there is no dose control. Okay, an infant baby that's being fed, through a bottle where most of the diet was water is getting way more fluoride than somebody say my size. So it's not even a comparison. You can't prescribe any medicine without having a dosage based on weight, height, size, all those things. And I think this is what it really comes down to, because you can buy all the filters you want, just like I can too but the people that can't afford it or who we should be fighting for, they shouldn't have to make that choice. You should have clean water that's safe to drink.

- Thank you, doctor, could you take a question or two?

- Absolutely.

- All right, I've written up sheets, bullet points against fluoridation and bullet points in favor of fluoridation and just the research I've been doing looking at it as trying to be as open minded as possible. In favor of fluoridation when the comments made in testifying some time ago, maybe three years ago, it says the majority of cavities occur in 20 to 30% of the population. The disadvantaged bear a disproportionate burden of these cavities. And this is an example of people who live in non fluoridated areas. Can you comment on that at all?

- So you're saying that people who are not in fluoridated areas have higher amounts of cavities?

- Yeah.

- And that's not true.

- Okay, I just wanted you to comment on that.

- There's been plenty of studies to show that that's not true. And in fact, the largest landmark study back in 1986, by the NIH, where they said, we're looking at 39,000 kids, which is a huge study, right? It looked at it and they said, we're comparing fluoridated versus non fluoridated. When all was said and done, they said there was an 18 to 30% reduction in decay. So the safe water foundation says, let us see your data. Let's see if that's really true. When all was said and done, it came down to about .06%. 1/6 of one surface of 1.2. It's not even a contest it doesn't do what they say it does. And the systemic effects that you've already heard from last people today far outweigh that small little benefit that it may have.

- You also find that fluoride can be adjusted through the skin and through the lungs instead of just the mouth.

- For sure, so now you gotta have your whole house filter, right?

- So I'm just reading some things I just wanted you to answer. We may talk to you later on, too. Can you stick around for a little while?

- I'll try I've been on since 5:30.

- Sir, thank you. You can see what local governments like a lot of fun.

- Believe me, I've been up with my City Council many many times, so I know.

- Yeah, going on.

- And I'm impressed with most of the Alders, by the way 'cause I love the federal issues.

- All right, thank you Dr. Celestin, whenever you're ready.

- [Celestine] Okay, yes next, we have Jeff Harpt. Jeff, can you please give your name.

- [Jeff] Yup.

- [Celestine] Give your name and address the committee.

- [Jeff] Yeah, my name is Jeff Harpt. I live at 440 South VanBuren, right here in Green Bay and 54301. I think it's quite clear from the the experts we've heard tonight that this is a neurotoxin we're talking about. And that I just don't feel it should be put in my water supply. That of my children, that have people I love and I think it's an expense we could do away with at the water department, that's always good. And I'd like to address the young lady who spoke about working in the downtown in the Green Bay schools, some of the disadvantaged schools and about the amount of tooth decay that was seen there. And I would point out that tooth decay found in kids who are drinking fluoridated water. So I don't think the fluoridated water is benefiting them. I think that there's other dental issues in terms of lifestyle. And I commend her and her organization for working with them and teaching them probably better habits in taking care of their teeth. I think diets, I think some of the diets served in the school districts are high in sugar. I think that's one of the problems we have with tooth decay in this city. I don't think the city should add neurotoxin in our water, and I think I'll keep it at that. So thank you for your time and thank you for your consideration on this topic.

- Thank you, Jeff.

- [Celestine] Okay. And next we have Matt Crespin. Mr. Crespin, can you please unmute yourself and state your name and address for the committee? Mr. Crespin?

- Can you hear me now?

- [Celestine] Yes, we certainly can.

- Yes.

- Good evening, my name is Matt Crespín. I am the Associate Director at Children's Health Lines of Wisconsin, which is affiliated with Children's Wisconsin based in Milwaukee, Wisconsin. I work at 6737, West Washington and West Allis, Wisconsin. And I'm here tonight to speak in support of continued fluoridation of Green Bay's water. A couple of key things I want to just make sure I reiterate. First off, fluoride is naturally occurring and it is a mineral, and it occurs in nearly every single body of water and every source of drinking water in our country and really around the world. So there is some fluoride in all water, whether it be groundwater or surface water that we drink from our lakes and from the ground. However, we add fluoride to ensure that we help protect teeth. There are studies as Kelly shared, that show that fluoride does reduce decay by up to 25% in communities that don't fluoridate. There are cities that have removed fluoride from their drinking water, and have seen an uptake in a rate in their community. It's not the fluoride alone that does this. So it's a combination of things. Our organization oversees a school based dental sealant program like Kelly's in more than 1000 schools across Wisconsin, we partner with Delta Dental of Wisconsin and the State Department of Health. Every person should have received a letter from us today that is in representation of various organizations that support fluoridation in Wisconsin. So those include Children's Wisconsin, HS Children's Hospital that's located right in Green Bay. Organizations like Delta Dental, that insure children and families across the state who know the importance of fluoridation in their community. It's also from organizations like the Wisconsin Dental Association and the Wisconsin Dental Hygienists Association, who are part of the larger national organizations who have policy that support this. These are hundreds of thousands of dental hygienists. In addition to thousands of pediatricians from the American Academy of Pediatrics, who support community water fluoridation. It's been talked about that there's this recent case that's pending and in regards to more recent studies, there's been a couple of studies one that debunked the myth that's often promoted by those who oppose fluoride around the cause of osteosarcoma, that's now been disproven with more recent research. There's also studies that were published by the Archives of Toxicology, which is a group of European researchers that addressed the IQ issue. And I'm just gonna finish by reading a quote that says they concluded, "based on the totality of the current available scientific evidence, the present review does not support the presumption that fluoride should be assessed as a human developmental neurotoxin at the current exposure levels in Europe." So we really need to listen to the experts like the CDC who support this, the Dental Association, the American Academy of Pediatrics, and continue to promote this safe and effective practice.

- [Celestine] - Thank you.

- Thank you, Matt. Matt, I'd like to ask a question too. And this is off the favoring fluoride issue. One of the comments made that I read some time ago was the 2006 National Research Council has reviewed the EPA standard of how much fluoride is allowed in water before health issues begin to show up. And it has been a four parts per million, which is six times higher than what exists in the water today. The only health effect from fluoride is on the enamel of the teeth. They also found that there are no musculoskeletal effects, no thyroid issues, no cancer, no neural toxicity and no IQ issues among others. These are in favor of fluoride. Can you comment on that?

- These are experts that have reviewed the science and they're sharing with you that there are no issues when it comes to that, in regards to the levels of fluoride in our drinking water in Green Bay and across the state of Wisconsin where more than 90% of people that are on public water supplies receive the benefits of fluoridated water. That level is at .7 parts per million. Many of the studies who those opposed fluoridation site are done in rural parts of the world where levels of fluoride are in sometimes as high as 18 parts per million. So you really can't compare those two things. If you want to take medication, you can take a medication that helps address something but cause problems. But if you take the right amount of it, it helps an issue. And so that is what fluoridation does. And so, fluoride in Wisconsin And, as I said, the recommendation at that point seven parts per million. And this body took up this issue in 2017, and voted to continue to support fluoridation in their community. And there's really not been new research that shows that any organization such as the dental associations, the Medical Association, the CDC has changed their stance and is now recommending that community stop fluoridating their water because of any recent research. And so, this body along with many other Wisconsin cities like Milwaukee cities like Madison, large Wisconsin communities, continue to provide this great benefit to citizens in their community for a very, very low cost that does a great deal of work at preventing disease.

- There's one other point too, there was a study done in Calgary, Canada along with Edmonton some time ago. You may be familiar with that? They said there was at least a 17.9% jump in cavities after they stopped fluoridated water. And the cavity rate climbed at least 71% from the time they stopped. Have you read about this? Or do understand that there might be other communities that have taken fluoride out of the water and what effect it's had?

- Yeah, that's actually the Canadian study and the Canadian cities that I was referring to in my testimony. And I'll admittedly let you know that it's not recent, but in the 60s, the City of Antigo in Wisconsin, removed fluoride from their drinking water, and they saw a pretty significant increase in young children in tooth decay. And shortly thereafter, after about a couple of years and seeing that dramatic increase, they resumed their fluoridation project.

- I'm familiar with that too. Thank you, Matt, I'm good.

- [Celestine] Okay, thank you Next is Lisa C. Lisa C. can you please unmute yourself and state your name and address for the committee?

- Yes, hi, my name, can you hear me?

- [Celestine] Yes, we can.

- Okay, my name is Lisa Crozier, my address is East 327 Lynx Corner Road, Denmark, Wisconsin. I wanna thank you for giving us this time to talk about this very important topic with water fluoridation. And I have a Master's Degree from Wisconsin, in Food Science. I've been teaching Biochemistry locally here for over 20 years. And I kind of come at this topic as a consumer as a mom, and as a Scientist who studied Food Nutrition for decades. My employer is not being represented in any way, shape or form with any of my testimony. This is me speaking from my heart and my knowledge and my experiences. I wanna mention that the last person who spoke in favor, mentioned that you can take medication at a certain dose. And so we're admitting that we are medicating everybody for what we think will help a certain amount of people. So here again, I sat through and listen to the last couple of hours of the mask issue. We have to think about group benefits and individual benefits. I really appreciate the dentist I've had for over 20 years, my orthodontist, the ones that have worked on our science children. OHP does wonderful work. We have a lot of good dentists and healthcare professionals in Northeast Wisconsin, but we have to think about that gentleman from Milwaukee also said accurate and current exposure levels fluoride doesn't do anything. Well we know exposure levels differ according to body weight and age, so children get exposed to more fluoride than adults would. The logic of this from my point of view, thinking about the periodic table of the elements in those halogens and the idea that we need iodine in our bodies and fluoride, right above iodine, in the periodic table, it displaces, fluoride displaces iodine. And there is the logic of this that kind of made me think differently than how I learned in college about fluoride is that there is absolutely no enzyme body biomolecule there's no reason for your body to use fluoride in your body doesn't use fluoride for anything it displaces calcium in teeth which is what the perceived benefit might be. Also, not all cities fluoridate water right now Portland, Oregon does not fluoridate its water. San Diego, California, big cities here. Honolulu, Hawaii, Wichita, Kansas. We don't do this to everybody. For years and years we use DDT thalidomide is changed always look to the newest and best studies that we have. So I do not support water fluoridation. I think we have other ways to deal with cavities. And I hope that the City of Green Bay takes this very seriously and saves money.

- Thank you Lisa.

- [Lefebvre] Mayor, I have a question.

- Yes, go ahead Alder.

- [Lefebvre] Yeah, I think because of your background, my question is, do you feel that the reason that we are having problems with cavities, we still aren't getting cavities in our children, and is it because our diet has changed? I think we're consuming so much more sugar than we used to consume.

- Yes, the basic understanding of cavities is that bacteria that normally live in your mouth that whenever there are carbohydrates in that mouth, the bacteria digests and I tell my students they poop out acid. So there's acid attacks on your teeth. So if we are chewing gum to increase the salivary flow to buffer the pH and get rid of that acid or if we're brushing our teeth to get rid of that acid, then we don't have the cavity attacks. We are snacking all the time. We are sucking on lattes all the time. There's sugar and I'm all thrilled frequently, and then we eat soft foods too. So diet really plays a role in dental care-

- [Lefebvre] Something's happening to your-

- Yes, you're breaking up. Try it again.

- Oh, okay. So, as far as dental caries sugars are eaten by the bacteria that are in your mouth. And that acid that those bacteria will exhaust out will cause dental caries. So we have diets that are pretty high in sugar and that will lead to dental caries.

- [Lefebvre] Okay, thank you

- Sure.

- Thank you Lisa.

- [Celestine] Next is Amanda Sleeper. Amanda, can you please unmute yourself and state your name and address for the committee.

- My name is Amanda Sleeper. I live at 1416 Road in London Burg Pennsylvania 19350. I'm speaking to you today, I'm a PhD in Pharmacology and Neurobiology from Yale University. And I wanted to speak a little bit about fluoride hypersensitivity. So in 2012, I was diagnosed personally with a fluoride hypersensitivity. I didn't even know that this existed until I got this diagnosis. So at that point I went and I read some of the scientific literature and I was surprised to find out that these hypersensitivities have been characterized since the mid 20th century. It affects about 1% up to 5% of the population. And this is fluoride at the levels of concentration that we get in our public water supply when it's fluoridated. Because fluoride passes through the digestive tract lining as well as the blood brain barrier, this can present with a number of different symptoms, and it varies from individual to individual. So this can include digestive distress, mouth ulcers, fatigue, excessive thirst, headaches and migraines, blurred vision, skin irritation, worsened allergies, joint pain. So there's a lot of symptoms out there. And for some people, it's very debilitating. So when I found out that I had this diagnosis, I decided to try to remove fluoride from my drinking water, my cooking water, my toothpaste, and beverages and foods like tea and wine that are high in fluoride. And I was really amazed to see the difference that this made in my overall health. I've lived in fluoridated communities since I was born. So I never experienced not having fluoride until this point. My energy was amazing, I got sick less, I didn't need antibiotics, I could exercise more. My allergies got better and some terrible rashes that I had on my hands went away and never came back. So having had this experience, my concern for the general public is that there are a lot of people out there suffering because of the fluoride in the water and they might not I don't even know it. And even if they

do get a diagnosis, it's very difficult to remove that fluoride from the water. So there's only a few systems that are really effective in doing that distillation and reverse osmosis. And to do that, in a whole house level is very expensive and prohibited for most people. I feel that putting the fluoride in the water as a therapeutic agent kind of denies people one of the basic principles of medicine, which is informed consent. So those of us that are sensitive really have a hard time saying no to that and avoiding things that are in the public water supply. I just hope that you'll consider this population of people when you're making up your mind whether or not to continue this procedure. Thank you so much for your time.

- Thank you, Amanda. Amanda, I'd like to ask a question in the pop view as well.

- Yes.

- In my bullet points against fluoridation sheet. There's a couple things that I was concerned about. I'm just wondering if you could weigh in on it. It has to do with a thyroid, so consequences from fluoride and ingestion- Well, I'm sorry, let me try again. consequences from fluoride ingestion, maybe low thyroid function, aesthetically displeasing teeth, a poorly functioning digestive tract, and IQ and attention issues. The thyroid for several specialists, Iris and D for which influences metabolism, growth and development, body temperature and crucial brain development are in infancy and childhood, fluoride contributes to low thyroid functioning by displacing iodine, which is instrumental in the production of thyroid hormones. I just like I said, I'm gathering data on both sides. But can you talk to you though?

- I guess so what you said is correct and it does disrupts directly the thyroid function. I also believe that there's some other pathways through which that might happen. There's emerging data that shows that fluoride might affect the gut microbiome. If you're familiar with some of this from the wellness space, but the bacteria in our gut are very important for our overall health and maintaining our nutrients. If fluoride disrupts that presentation of the bacteria that are naturally in your gut, it can also lead to a lot of nutritive problems that can have an effect on the thyroid.

- Okay. And they're also talking of- Okay, thank you. They also talked about fluoride or fluoride being natural, naturally occurring in water and such and it sounds like the those who are against fluoride are saying that, it's a neurotoxin and is being added salt. There is some natural element fluoride it does occur in nature, but I'm just having a hard time understanding like is that an issue just having those parts of fluoride in the system without adding more into the water system?

- So the levels of fluoride that occur naturally vary from area to area just depending on the ground soil in the area local pollutants. So in some areas, fluoride might ultimately need to be removed by the water systems as we find the emerging harm from it if it's natural, but it is there and it could be a problem for hypersensitive individuals, and they would still have to remove that.

- Well, thank you for your testimony.

- Okay thank you.

- I'm good Celestin.

- [Lefebvre] May I ask a question?

- Yes, go ahead.

- [Lefebvre] I was wondering if she knows, because the natural occurring fluoride, is that completely different from this fluoride? 'Cause this, from what I'm understanding this fluoride that they're putting in is a byproduct of fertilizer. Is there a difference in that?

- There are various forms of the fluoride compound. As far as naturally occurring fluoride, it might be helpful if we share, I'd have to get the references for you. But there are a number of studies that look at toxicity of fluoride that is naturally occurring. There are studies that have India and China and they find similar problematic effects in these communities as well.

- [Lefebvre] Okay, all right.

- Would you like to see some studies or does that clarify that?

- Did you send that to the Council?

- Yes.

- Yes, thank you.

- Okay, thank you very much.

- [Celestine] Okay, Chair. Next is Diego. Diego, please unmute yourself and give your name and address for the committee. Diego Are you there? Okay, we will move on to the next person. Mike Shea Jr. please unmute yourself and state your name and address for the committee.

- Mike Shea 2751 Woodstock Court Green Bay 54311. So I came for the masks and stayed for the fluoride.

- Good for you.

- As a local business owner, sometimes I look at things a little differently. And the city is something I look at as a business sometimes. And in this case I have some things to consider. When you're looking at the city as a business, there's a couple of questions that need to be asked before you start making decisions on these things. The first is, what is adding fluoride to the water supply costing us? Looking at the budget for the Green Bay water utility, they list for this coming year a budget of \$302,700 for chemicals, but it's not broken out. So they also don't list anything for medications or health or wellness. The only thing I could find that might cover this is chemicals. In the past, they've spent about 280,000 on this on chemicals. So the question I would like the council to see to consider when thinking about fluoridation is, what is it costing us to do that? And would there be a cost savings versus kids getting cavities or finding a different way to treat those cavities or what not in the city? Is this the most cost effective way to do it? The second question to ask is where is the fluoride coming from? Again, looking through the budgets and past financials, I can't see anything that says where the fluoride is actually coming from. What if it is coming from fertilizer plants versus natural sources? Is there any kickback from companies for taking the fluoride? Things like that would raise flags to me. I'm not an expert in this, I really don't know much about it. But these are just two glaring things that pop out at me. The people that are taking this fluoride don't have a good grasp on where it's coming from before it gets in their water and they don't have a grasp on what it's costing as a city versus the cost of fixing the cavities or what other other reason you have for fluoridated water. So that's all I had.

- Thank you, Mike. Thanks for your patience, by the way.

- [Celestine] Okay, next we have Chris Nidel. Chris Nidel please unmute yourself, and give your name and address for the committee.

- Hi, good evening. My name is Chris Nidel. I live outside of Washington DC at 15505 Avery Road in Rockville, Maryland 2855. My background is in Chemical Engineering. I've got a Master's Degree in Chemical Engineering. And I'm also one of the attorneys that represented Brenda and the other plaintiffs in the ongoing lawsuit against the EPA under TOSCA. And there are a couple things that I wanted to say a lot of them have been said. So I wanna focus on a few of the pro fluoride points. And I just wanna finish up one of the points that Michael Connett was raising, when he was saying, if we look at the most vulnerable among us, which are clearly when it comes to brain development, those are the fetal development stage and early infancy stage. The studies are clear that when you're exposed to fluoride during those two critical windows of brain development, that there's a high risk of particularly neurotoxicity. And at the same time, there is no benefit. So we're not doing a cost benefit analysis there. We're imparting risk without adding any benefit in terms of any public health outcome that could be viewed as positive. But as far as the pro fluoride talking points, a lot of which we've heard, the first one, the idea that fluoride is natural arsenic and lead are both natural, right? We spend lots of money to remove arsenic and lead from our water, despite the fact that they're natural. And I don't think there's anyone here on this call that would willingly ingest any amount of arsenic or lead, simply because it was natural. I think that, that notion is just- Nothing about that being natural makes it good for brain development. The second point that was raised earlier that the ADA and, all these various dental and medical groups have not come out against fluoride. Well, the editors of the Journal of the American Medical Association have come out and said that they would recommend pregnant women avoid fluoride. Well, what does that do for the pregnant women or those women that are considering getting pregnant in your community, especially when you're looking at the cost of filtration a lot of people have talked about filtration. I don't wanna get into that. But it's extremely difficult. It's costly when you talk about whole house filters. You talk about filtering your water supply, it becomes a challenge. Another related point, the CDC, we heard pro fluoride people repeatedly hammering the CDC and saying, oh, they continue to support it. Well, they also say that the evidence of benefit is predominantly a topical application to adult teeth. So the CDC that these pro fluoride people continue to stand behind. The CDC itself says it only works to benefit teeth if it's applied topically to your adult teeth not through ingestion, okay? We also heard, and that is true. I see someone shaking his head.

- [Celestine] Thank you very much, your time is expired.

- Thank you, Chris. Chris, I was just gonna ask you a quick question. In 2013 we listened to issues on fluoride in the water 2016, '17 as well so this is our third, go around with this topic. So I think one of the reasons that, anytime an issue, stop for a couple of years, the reason is brought back is because of potential new research. I guess I'm just asking in your opinion, if atomy, he says that, you have you have this court case that was out there, and then that takes on its own life, so to speak. But what new research in the last three years has been good to the point where we need to reconsider this issue?

- That is I think the question because the fact of the matter is, is that in the last three to four years starting in 2017, the two groups that Michael Connett mentioned and I think Dr. Neary mentioned as well, the element study group and the Mirek study group, both of those groups have done what's called a prospective cohort study, okay? And that is a study on human beings rather than animals. And those are studies done, they're viewed as the next best thing to a randomized control trial, okay? And one of the points that I would make is that there is no randomized control trial that shows that fluoride has a benefit okay? So we have these prospective cohort studies that just recently came out, and in the last handful of years, and both of those studies are done at levels number one, they're done with fluoride biomarkers. So they looked at, for example, urinary fluoride levels in pregnant women. So they're not looking, trying to model or estimate exposure. They

actually have measures of exposure. And what those are two studies both showed is that the effects of fluoride particularly during these two developmental windows, are comparable to that of lead and range anywhere from two and a half to eight IQ points depending on the study and what the measures were that they were looking at. So, there has been a debate and as you point out, there's been a debate that's gone on for years about fluoride. The evidence of neuro toxicity has been increasing to the point that we now have these two NIH funded, extremely well conducted, extremely pure and critically reviewed that all point in the same direction. When we have to contrast that the CDC saying that there is no benefit to ingesting this. And so we have a large amount of evidence of risk now culminating in these recent studies, coupled against very little if any evidence of benefit, and I know there was discussion of cities that show an increase in cavities when there's fluoride removed. There are also studies that show evidence in cities where fluoride is removed and there is no increase. So the studies on benefits are highly conflicting. You can look at that literature any way you choose, but the studies on risk are at this point very clear.

- All right, one other thing have you heard of a book called "The Devil's poison?"

- Ah, no, I have not heard.

- Okay, all right. I was reading a little bit from that too.

- I'm however aware I have litigated against the fertilizer industry in Florida, and I am very aware of Mosaic, the one who produces the majority of this fluoride waste product that's used for fluoridation. And, I've seen their rail cars coming out of their minds. So it is not a myth that this is largely generated as a waste product that has no place other than in a landfill and so we're putting in our drinking water.

- Well we gonna thank you for your testimony. Like I said, we and Council we need to look at the last time we heard this issue and then now and then try to figure out any new developments that have come along so if there's anything you can share that way we can talk to Brenda and others too.

- Absolutely.

- [Lefebvre] Can I ask a question?

- Yes, go ahead.

- [Lefebvre] Would you characterize this as a same thing as, I believe asbestos was a byproduct and so they were trying to sell it. 'Cause it cost money to landfill or whatever, get rid of some of these byproducts. would you characterize this the same as the asbestos situation where we found out years later, all these studies of planning come out how toxic this asbestos is to people?

- Well, I think it's difficult to compare this directly to asbestos, but what I would say is the comparison where industry has a history of finding creative new uses for its waste products. And it's important to point out I think you made the reference that it's not just that it's a waste product it's a waste product that they have a liability for, and they have to pay to remove. So originally, fluoride was being released into the air by these factories in Florida in order to clean that up. They had to start consolidating it with scrubbers. And when they did that, then they needed to find a way to get rid of it. it is this problem that the industry creates a waste and then they're looking for beneficial ways to use it. Another example was MTBE and gasoline. That was a waste stream that they found useful to dilute the gasoline and that caused a lot of groundwater problems. So I think the theme is something that we've seen before where an industry has a waste product. That's not only not making them money but actually costing them money. And now they found a creative way to use it to their advantage.

- [Lefebvre] Thank you.

- Okay, you're welcome.

- I noticed that Dr. Johnny Johnson is here did you want to speak sometime soon or not? Or do you want to wait? Celestine?

- [Celestine] Yes, well, he let me just-

- It's up to you.

- I'm enjoying the show right now, because this is a repeat of what occurred in Calgary. Back in October, the exact same scenario.

- Johnny, give me your address, for the record.

- I'd like to not give my exact address because I have received physical and overt threats from people here, as well as lawsuits but I'm in Florida, in middle of Florida, but I have no problem speaking about it, but I'm just enjoying hearing the same information that has been done before. So I would be happy to wait till later.

- Okay, that is fine.

- [Celestine] All right, thank you. Just give me one second, Alder. Thank you. Dr. Johnson.

- Thank you.

- [Celestine] All right, we will go back excuse me to the top of the screen. So we have Gary Cohen. Gary Cohen, please unmute yourself and give your name and address for the committee.

- Gary Cohen, 6841 Chester Drive Madison 53719.

- [Celestine] Okay, thank you.

- Okay, so the first thing is that, even if fluoridation reduces cavities by 25% most of the loss of people's teeth when they get older is not due to cavities, it's due to periodontal disease. And you don't hear very much talk about how great fluoride is to reduce periodontal disease, because it doesn't. That's the first thing. Secondly, you've heard people talk about filtering the water. I live in Madison, and we have really good minerals on water, we have calcium, magnesium, and even strontium all those for your teeth. Unfortunately, a lot of these filters take out everything detail out all the beneficial minerals as well as the fluoride. I used a three stage filter that takes leaves the minerals in takes that heavy metals and organic chemicals out of dangerous. And one of the stages takes out fluoride uses bone char. So just for those who want a good way by purifying your tap water and if you can afford it, that's a good way of doing that. Unfortunately, though, that doesn't help with bath water, and it doesn't help with tap water and you need to have the best way would be a whole house filter, but those are very expensive. And for those of us who are renters, that's not practical. So that's my second point. And the Council those were the major points I wanted to make. Oh, one other thing. Fluoride is an enzyme poison. I know there's been, it's been found that at least 100 enzymes are poisoned by fluoride. And that's only because that's probably the number that have been studied. A body can't function without enzymes. We have thousands of enzymes, and if every one of us was studied, I'm sure you would find thousands of enzymes that are poisoned by fluoride. So that's one of the basic reasons I think that fluoride is such a toxic material. It's not just a neurotoxin. That's all I need to say now.

- Okay, next we have Aaron Degroot. Please unmute yourself and give your name and address for the committee.

- Right, I'm Aaron Degroot from Green Bay, Wisconsin. 54302 1625 Kimball Street. I appreciate the platform that you guys have been given us. We've been here since 5:30 just talk right now. I appreciate all the Alder men taking their time to listen to us. I have a perspective now there's a special but more as a resident, which is pretty much all of us. I don't understand why the city always feels the need to put a toxin in our water supply to improve our teeth. It doesn't make any sense to have them make that decision for us. I expect pure water coming through my- I understand we need to get some additives to get it through the pipes, but we don't need fluoride. I have my own toothpaste, I have a water purifier because of fluoride. I would appreciate pure water coming through the water and I can buy my own fluoride. And think of it like this way, what if you put vitamin D in the water when there's no sun or protein, if you're exercising, you would never do that. It's not for everyone. Fluoride is not for everyone. It's an individual basis. Some people need it, the majority of us don't we have toothpaste. Another point is imagine the money that you're going to save, taking out the fluoride. I heard earlier today, some of \$300,000 use that money for something else send toothpaste to schools, awareness. I just want to end up, I appreciate Griffin Cole. I learned a lot from him right now. A friend of Saddam I of course, Jeff even met Crispin. I appreciate your opposing view. Everything about this has been positive and I really appreciate everything. I want pure water coming through my pipes, thank you.

- Thank you, Aaron. I wanted to thank Gary too before for your testimony. Mr. I'm sorry, Mr.- But thank you, both of you. Alright, Celestine.

- [Celestine] Okay, next we have a Galaxy Two. So, can-

- [Diego] Celestine can you hear me?

- [Celestine] Yes, just give me one second. Excuse me, just give me one second. All right, please state your name and address for the committee.

- [Diego] My name is Dr. Diego Calderon. Currently I'm at South 1084543 Troy Road in Sanctuary, Wisconsin. Okay, I'm a doctor in between medicine and surgery, we does specialization in food, animal production, medicine, and surgery. I Have more than 30 years experience in my field. Also I have more than 20 years of experience here in, research. Currently I co related. with more than 10 different research teams, UW. However, I am expressing just my opinion here. I'm not talking in behalf of the university. So you may be thinking what they're in our industry talking about fluoride in drinking water. Well, we found out about the toxic effects of fluoride, just because the cattle was short of the severe damage in the main organs like kidney, liver, heart, severe skeleton malformation and damage of ligaments and tendons. decrease of a life expand especially in jaw animals and these are cure are in very small those, like 50 parts per million. Currently the approved for concentration of fluoride in public water it goes from 0.7 to 1.4 parts per million. And we're

talking about a cow of 900 pounds. Can you imagine the effects of a human fetus or a newborn baby? So they intake trench body a lot. Because filtration can be found in public drinking water, is all over the place, how we can warranty, that these levels are going to be low? I think it's time and I invite you to use precautionary measurements for the well being of the Green Bay citizens especially respecting mothers, their babies less a boy to put our citizens a risk of rise, toxicity. EPA already established it that fluoride should be managed as a hazardous material. So let's wait and see the results of new research. Thank you so much for your time. I am okay for any question.

- Thank you, doctor for your testimony.

- [Lefebvre] May I ask a question to doctor?

- Go ahead Alder.

- [Lefebvre] Yeah, I missed the first part. When did you do the study and you found out the effects on the cattle?

- [Diego] I have not done any study personally. But the effects of fluoride are known for a long time. Like seeing some the 1800s or even before that. Arthur is telling was asking before about the effects of fluoride in water. Some natural occurrence and actually that was one of the signs that people found in the cattle. And then the people that were looking at that discovered that it was because fluoride was personally in the water or the soil.

- [Lefebvre] Okay, thank you, thank you very much.

- [Diego] You're very welcome.

- [Celestine] Okay, the last person I have here is Nancy Quirk. She's the Director of our water facilities, Director Quirk.

- Okay, my official title is General Manager.

- [Celestine] Oh, sorry.

- No problem. I wanted to just say a couple of things. I'm hearing a lot of this testimony, and I think that hopefully Robin from the State of Wisconsin Department of Health will come on and Dr. Johnny Johnson too will come on to support what we've been doing. I want to assure you as the General Manager of the Green Bay water utility, my utmost concern is the health and safety of our citizens. We've taken one of the most aggressive lead service replacement programs in the country, and we're down to less than 100 lead services in our city and will be finished by the end of this year. So we take this very seriously the health and safety of our citizens. I've been in the water industry for 33 years. I just recently finished a term with the American Water Works Association on the water utility Council, where I was a regular taury chair. We work with the technical advisory groups for many issues such as plant compounds, lead and copper, microbiological activities, and fluoride was off often was on some of our talks. I want to assure you that during my tenure, six years, and I just finished at the end of June, there was no reports that were brought through the federal government or the CDC, while I was in tenure that would have alerted me to the fact that fluoride would be harmful to our citizens. I assure you that if a study would have come through, then it would have said that to me, I would have brought this to the Common Council because I will not protect our citizens for the health and safety of our of our people. Our chemical costs, I wanted to address that we lump them together because we have to report them to the Public Service Commission, but we have chemicals in our Ozone, which is a primary disinfectant that gets rid of all of our viruses we have some of that for some of the off gassing, we have coagulant chemical that we use to get particles together to get them settled out into the industry. We also have chemicals that will help with our filter beds, as we're doing our filtering in our final filtration process to cleanse the water. We do add chlorine in the form of a sodium hypochlorite to keep our disinfection out in the distribution system from protecting it from brain growth and other microbiological activities, and we do add a small amount of fluoride .6 to .8 is what's recommended by the CDC and we follow those recommendations. I'm a Professional Engineer by trade, and I've worked in Washington in Madison and Waukesha, and all those systems used fluoridated water and they kept asking us, children's health networks keep begging us to continue to add them. So I'm closely article Association, American Dental Association in the semi PA, I'm looking to those experts into the doctors and nurses that work in these areas for the best science that I can find. And I as I talked to Alder Steuer today, too I mean, I will look at studies, but as of now I have not seen anything credible enough for me to stop protecting our citizens.

- Thanks.

- [Celestine] Okay, Attorney Bungert needs to address the committee. Thank you, General Manager, Quirk.

- Thank you, Nancy.

- Alders before we move on, I just wanted to alert everybody as far as from a time management perspective, we have hit 10 p.m. at this point. We still do have three ordinances that are still on the remainder of the agenda along with two informational reports. Once we get to 11 p.m. I would strongly strongly recommend we at that point recess for another meeting date and the suggested time would be in the afternoon on Thursday to resume discussions simply because we are at point going into a realm of lacking accessibility for

public input with respect to the remainder of the agenda. So I just wanted to alert everybody at this point in our discussion and whether the Alders feel that we can complete the agenda tonight or if we would like to go ahead and recess at 11.

- I would like to continue not at all committee.

- I like to continue on. Alder VanderLeest?

- Okay.

- We would we like to resume that discussion at 11 to see where we are with our agenda?

- Yes.

- Okay.

- We have a citizen with his hand raised.

- [Celestine] Yes, except for the fact that there are other people ahead of him. So, Dean Hoegger, I do see that you have your hand raised. Thank you very much. I'm gonna go on to Mark David Zahn. Can you please unmute yourself and give your name and address for the committee.

- Hello, my name is Mark David Zahn 1100, Chantelle Street, Green Bay. Since we are entering the realm of sleepy time, I'm going to keep this relatively short and sweet. I'm generally in support of keeping fluoride in the water. From my own research on the topic, most of the science that I've seen is kind of been in at best and requires a little bit more study before I wouldn't kind of go in that direction. And my suggestion, I don't know exactly how all the inner workings of city government work but I would propose that, why don't we put this to a referendum? Let the citizens weigh in and make their own decision as far as whether this is something they want or don't want. I know we've had a lot of people come here tonight that are clearly all embedded in trying to get this removed from the water. And I would personally like to see my ability to have a say in this and have other people in the community give their own opinion through their vote. So that is all I had.

- Thank you, Mark. Actually, that has been talked about a little bit and I appreciate you bringing that forward. So that is something that we will discuss.

- [Celestine] Okay, Chair, we have three other people who have raised their hands.

- So Paul Connett. Connett can you please unmute yourself and give your name and address for the committee? Mr. Connett I know you've been waiting all the time.

- Yeah, hello?

- [Celestine] Yes, I can hear you. Please give your name and address for the committee.

- My name is Paul Connett I live in Binghamton, New York, 104 Walnut Street, Binghamton, New York 13905. I'm a retired Professor of Chemistry who specialized in Environmental Chemistry, and Toxicology. I spent the last 24 years researching fluoride toxicity and co authored a book on this subject in 2010. Excuse me. Okay, water fluoridation has never been science based. It is authority based or belief in authority based. It began in 1945. And it was endorsed by the US Public Health Service in 1950 without a single study having been completed. Endorsements are not the same as science. We've heard a lot about endorsements tonight. But that's not the same as science. Saying that fluoridation is safe and effective over and over again, doesn't make it so. I will argue that the evidence that fluoride poses a risk to the fetal and infant brain is far stronger and more significant from a public health point of view than any evidence that ingesting fluoride benefits teeth. Here are some undeniable facts. The placental membrane does not protect the fetus from fluoride. Result, the highest dosage of fluoride in milligrams per kilogram body weight per day, goes to the fetus. The blood brain barrier is not fully protective until six months of age. And again, the second highest dosage goes to the bottle fed baby. A bottle fed baby in the fluoridated community gets between 100 and 200 times the amount of fluoride a breastfed baby gets. Between 1990 and 2017 there were many human and animal studies that showed that fluoride had the potential to damage the brain. But the bombshells came as you've heard since 2017. Since 2017 have been too rigorous NIH funded studies that show that fluoride exposure to women during pregnancy is associated with IQ loss in offspring. versus 2017 Green 2019, the first in Mexico City, the second from Canada. Another study in 2020. Another rigorous NIH funded study shows that Children who were bottle fed, as babies in fluoridated communities in Canada had lower IQs than children who were bottle fed as babies in non fluoridated communities. That's till 2020, nine IQ point difference. Meanwhile, no scientific study has clearly established that fluoride benefits teeth at the fetal stage or before the teeth have erupted. Most agree that the predominant benefit is topical and occurs after the teeth have erupted. Even if a very small benefit to teeth accrues during fetal infant development, it would be a very poor Public Health Policy to seek such a benefit at the expense of damaging the fetal and infant brain. Now the National Toxicology Program has been reviewing this issue for three and a half years. And in their draft review which was published in 2019 they concluded-

- [Celestine] Thank you Mr. Connett your time has expired.

- I thought somebody gonna ask a question about that.

- Well, we may just stick around.

- Thank you.

- Thank you for your testimony.

- [Celestine] Next we have Johnny Johnson. Mr. Johnson if you would, or Dr. Johnson, can you please unmute yourself and state your name, you kind of already did but just state your name and your general address for the committee.

- Okay, thank you Johnny Johnson, P.O. box 2450, Chiefland, Florida. I with the American Fluoridation Society and I am very much enjoyed the meeting tonight. If you ever want to go back and take a view at this type of meeting and all of these same arguments by Paul Connett and others here, go back and watch Calgary Alberta's meeting back in October of last year, which was a nine hour meeting strictly on fluoridation and Calgary was considering refluoridating it after a period since 2011, that they had stopped. They had, in the first three years and 146% increase in cavities come and compare to continuously fluoridated Edmonton. Now, let me fall back. There are a couple of other wonderful unfortunately I say wonderful because they are cessations that have shown the absolutely cavities do increase exponentially once fluoridation has stopped. Okay, let me go back. I thought that this meeting was about the emerging and what was used in the EPA case, I will like just kind of mention that the green Nedel study, which I think we should probably listen to the authors of that study in this case, which was what about the toxic substance act not about actual fluoridation. The primary authors were Till she was the primary author, Christine Till, and it's called The Green Nedel Study. We'll be getting that to you. And a co author Angeles Martinez Meyer, who I know very well she also served as a co author on the Mexican studies. Mexico uses fluoridated salt, not the same as the United States we use fluoridated water as Canada does. Christina Taylor jumped out of the blocks after the study went on Canadian TV and stated how millions of IQ points were going to be lost across the world by fluoridated water and then we were gonna have more people on the low end of the spectrum and less high in people of high IQ. A few weeks later, Angelica Martinez came out and said, "I do not agree with Christine Till that my pregnant mothers can drink fluoridated water." A week later, Christine Till came back out and says, "I think I may have been misunderstood. Yes, they can drink fluoridated water." So I don't see why we're arguing about something that the authors themselves say, is okay to do. And now I would be happy to go through any of the questions, any of the comments, including a filter that sells for 160 bucks that takes out 87% of your fluoride. There is no known fluoride allergies to scan ever. I have a reference on that. Thank you for letting me speak to you keep your water fluoridated, please.

- Thank you Director.

- [Lefebvre] May I ask a question?

- Yes go ahead Alder.

- [Lefebvre] Miss Johnson, the fluoride if we decide, say the whole country decides not to chlorinate their waters, what are you doing to product? Does it have to go to a special landfill or can it just be dumped anywhere?

- Well, the product itself does not have to be disposed off. I live here in Florida. And if you drive by where Mosaic or any of the other companies we have what's called Bone Valley here, we have a large resource of calcium carbonate, which contains fluoride and phosphate. And that is something that is what is not used. What is left over, is sitting in what's called slag piles. They're sitting in piles around the plants. Now we do get products, it's called a toxic waste by product by a lot of people but it's a co product. We're using phosphoric acid from this same process. If you look at your sodas, phosphoric acid is in your soda. That's what gives it to bite. It's also phosphate that we're getting to feed our animals and fertilizer, which in turn, turns around as well as drywall gypsum comes from this product. So it is a usable product just as you would turn around and say, cow is a toxic waste byproduct of the meat industry, we get pastures, we get cheese, we get milk we get all these different organs and things. It is a misnomer purposely said that way, and fluoride does not only come from phosphate industries, it comes from two other sources, but the primary amounts comes from the phosphate industry it's a very pure and a product that's very cheap. We don't have to mine, rock and treat it which would give you the exact same acid, that fluoridation acid to use, it is something that we can buy in expensively and it's pure, it's tested by The National Sanitation Foundation, American Water Works Association and has to meet the strict requirements of the EPA or it cannot be used. This is not some willy nilly process.

- [Lefebvre] If your spank pile ended up completely going into a water supply, a river stream whatever, would the EPA come in and say that's a toxin and you have to take care of it?

- Oh, if was any, we face chlorine or anything that is controlled by the EPA. And that's happened in area in Louisiana. It was not a fluoridation phosphate industry. It was some other industry there. They take precautions to line these piles with so that it does not leak. They also put berms around it to raise the area so it does not breach. Breaches happen, only one that I know of here in Florida but yes, the EPA would rush in and take care of that. This is not something that's just off the wall. Well, let's just do this and we'll turn around and sell it make some money. I had been called a shill for the industry I don't take a penny for what I do. I'm a retired disabled dentist and I am giving back to my community and those around the world to help have better

teeth than I did growing up without fluoridated water. Fluorinated water does reduce cavities, by 25% more than even on top of fluoridated toothpaste, fluoridated products and juices and halo effect. It's an additional-

- [Lefebvre] I'm sorry, but you just stated that it's not a toxin. But if you're slaying piles ended up contaminating a river going into a river wherever that it would be ending up, the EPA would say it's a toxin that you cannot put it in the water.

- You cannot dump anything in the water without appropriately treating it. We cannot dump raw sewage into water without appropriately treating it. So yes, ma'am, anytime you have, I didn't say it was a toxin. I said it is a product that cannot be dumped into any body of water as others have said they can't dump it, so they get rid of it by selling it to us and telling us it's good for our teeth. You cannot dump any product into water without first neutralizing it, and through proper protocols.

- Hello, I would give that pass?

- [Celestine] Yes, yes.

- Johnny I was gonna ask a couple questions, too. Are you done?

- Yes.

- Okay, well, in 2000, you testified in Green Bay three years ago and you put in quite a bit of information. I just got to ask a couple of questions. And it's basically your testimony, but I just wanted you to expound on it a little bit. Fluoride is a mineral that exists in all water around the world, as well as the soil and the air, sea water has fluoride levels at 1.4 parts per million which is twice what you put in your water. I've heard people say that it's a neurotoxin, I've heard other people say it's a natural element. it's a little confusing at times.

- As far as tea having fluoride in it, you're saying?

- Sea water.

- Oh, sea water? Yes sir. Sea water has natural fluoride levels between .8 parts per million and 1.4. Tea, if you asked about tea-

- I don't ask about it no, I didn't.

- Okay, I'm sorry.

- I did fluoride.

- And you guys have been going at it a long time.

- Yeah we have. Go ahead.

- Yes, it is naturally occurring as Matt Crespino said and all water naturally in ground water, surface water it is typically at levels too low to prevent cavities. We discovered the benefit of fluoride back in 1901, quite by accident. And we did not know that it was fluoride that was helping to prevent cavities. But yes, there was a 30 year research project to go on and look at what was helping those teeth have less cavities, but to have some stains on them and the Public Health Service found that once a probe was invented to fluoride in 1930, they tested areas where there were brown teeth in low cavities, and they tested areas that had good looking teeth and low cavities. And they saw that the areas that it was too high without too high, but it was at levels of two to 12 parts per million, you would get a brown stain on your teeth called severe dental fluorosis. And at low levels, you would have reduced cavities and that's when the project for Mother Nature teaching us was started in 1945. And that's when it showed us that huge cavity reductions occurred. Now the National Research Council has been mentioned a lot in that 2006 committee. That is a totally different subject than water fluoridation that is naturally occurring, fluoridated water at two to four parts per million and above completely different conversation.

- Well, I'm almost done here. I think it seems like the Calgary Edmonton studies seemed to be a real big one. And I don't know if there's any else or any other ones around the world that we can look at but it seems like that, for some reason, that one seems to really stand out. And I-

- 1.3 million people it makes a huge impact when you've got people being put in the hospital to be put under general anesthesia because of the fluoridation having been stopped. There's also Juneau Alaska also had a cessation study that was out recently, as well as Windsor Ontario, Canada had a similar situation and Windsor Ontario restarted re-fluoridation once we discussed it with them, and so has there's their cities that are on

their water Calgary is halfway to looking to restart as well. The science, nobody has ever stopped over the science. It has never been stopped in any community over the science of fluoridation. That is crystal clear and it continues to be studied. The overwhelming abundance, overwhelming body of literature is what we base our information on. Not one or two new studies, and they add to the body of literature and those are good researchers that did these. Bu they did not measure what happened between birth and three years old. There was no measurements of what those kids had in their diets, whether they had arsenic, whether they had anything else that could have affected their IQ. There's holes in these studies, and we wanna know what the bottom lines are as well, but we can't place our hat on work, two studies that hadn't been repeated and done differently,

- If there's information to that effect that you can share with the council, I would appreciate it.

- Absolutel, yes sir.

- I was gonna ask Mr. Connett, if I could- Mr Connett did you wanna reply to that? I mean, you've been kind of leaning forward. I just wanted to hear what your comments were on that question I asked.

- [Celestine] Alder Steuer, I'm sorry. No, no, I just want to make you aware that there are three other people who have-

- All right.

- [Celestine] Yes.

- All right well, Mr. Connell you can hold. I just gonna ask him, I just need a maybe 20 seconds.

- Yeah, 20 seconds. Chris Neurath was on earlier he testify, Chris wrote a paper which was published in the same journal, which ripped apart this so called Calgary Study. I urge you to read Chris's critique. Chris Neurath's critique of the Calgary study.

- Thank you go ahead, Celestine.

- [Celestine] Okay, thank you very much. Thank you, Dr. Johnson.

- Thank you folks.

- [Celestine] And the next person is Dunk Rd. Dunk Rd, please unmute yourself and give your name and address for the committee.

- I'm actually the chief data officer of signal cancer, and I'm here to speak on behalf of fluoride in the water. My address would be the one Wes Wilson, Madison, Wisconsin and the Department of Health Services. And I'd like to thank the committee for staying on so long with this with this lengthy agenda and still saying away.

- Yeah, thank you.

- One of the things my colleagues Dr. Johnson mentioned was the Windsor as their study that occurred in Ontario, Canada. And just to get a little more information on that, in 2013, the City Council there voted eight to three to remove fluoride from the water, but to do a five year study, so over the course of time, then in 2018, they voted the same level eight to three to put fluoride back into the water system. And the reason being for that is because of the severe complications that they noticed, as a result of having removed fluoride in the water system. One example was that they estimated the average total cost for emergency dental visits within a hospital system was over \$500,000 per year because of the events felon section senator because of a lack of fluoride in the water system. Another study that's been talked about is the Green Study and the Lambo study that was done in Canada based on the IQ. Some things that haven't been pointed out is that the average IQ change that they were talking about in young males was from 108.07 versus 108.21. That was the different change in the IQ status that they had. But they also did mention or bring out in the study was that what happened is, it was not gender specific, for example, women or the girls had an IQ that was actually higher in the fluoridated group versus a non fluoridated group. Other people that have looked at this study have also said that, it was done on a spot urine analysis. Well, if you're gonna study any kind of substance that has a very short half life, you have to do the study as a 24 hour sample minus one urine sample, three reactor. So as you Dr. Johnson pointed out, there was a lot of flaws in these studies, a lot of holes that couldn't be justified or couldn't be. And that's what we need to look at when we're looking at these studies. Just looking at them closely and look at the true science. And I thank you for your time.

- Thank you doctor.

- [Celestine] Okay, next we have and I haven't forgotten you Mr. Hoegger. Next we have a Robin from- I don't see your last name. If you could please state your name and address for the committee.

- My name is Robbyn Brewster One West Wilson, Madison, Wisconsin. I am a registered Dental Hygienist in the Fluoridation Program Coordinator with the Wisconsin Cardinal Health Services Division of Public Health. I work collaboratively on this issue with the Department of Health Services Staff including The state Dental Director who just spoke. I'm an epidemiologist and toxicologist on community water fluoridation and appreciate the opportunity to provide your committee with a statement on this important topic. The mission of the Wisconsin Department of Health Services is to protect and promote the health and safety of the people of Wisconsin. community water fluoridation is a key component in our effort to reduce the burden of oral disease. Studies confirmed that those living in a community with fluoridated drinking water have about a 25% reduction in cavities over those living in non fluoridated communities. Water fluoridation is one of the most equitable ways to improve the health of children and adults regardless of income, insurance, status, race or ethnicity or ability level. In Wisconsin, over 3.5 million people, or almost 90% of the population living on public water supplies have fluoridated water and in Brown County with only three public water systems not adjusted for fluoride, 96.3% of the population on a public water supply has access to fluoridated water. As the State Fluoridation Program coordinator, I manage the fluoridation data in the water fluoridation reporting system for the CDC. A review of, I should say for the data that feeds into the CDC. A review of the fluoridation data for Green Bay clearly demonstrates that this community consistently receives the recommended level of fluoride for optimal oral health. The quality of the operations within Green Bay water utility should be commended and recognized. The beauty of science that we are always learning. Fluoridation is an area of active research for federal programs. They have panels of experts with knowledge, formal training and various health and scientific disciplines and the capacity to review, interpret and analyze hundreds of research papers. After 75 years of research and practical experience the consensus of scientific evidence indicates that fluoridation of community water supplies is a safe, effective, and well tested public health program. The level of fluoride used in drinking water .07 milligrams per liter, in other words, a very tiny amount does not pose appreciable risks of harm to human health. Everyone in Green Bay benefits from fluoride in the drinking water including children, adults, those living with developmental disabilities, nursing home residents, as well as those that have private dental insurance, Medicaid or uninsured. Available data does indicate that cavities remain a public health problem affecting many people. Fluoride has been proven to protect teeth from decay by helping to rebuild and strengthen tooth enamel but the health benefits of fluoride include having fewer cavities, less severe cavities, a less need for fillings and removing teeth, and less often-

- [Celestine] Thank you so much your time has expired.

- Thank you, Robin. I actually have a quick question, Robin for you. Thank you for your testimony. As far as the state of Wisconsin goes, what percentage of communities have fluoridated water? which ones don't? I mean, can you give us a number as far as who fluoridates and who doesn't in the state of Wisconsin?

- Probably the best number that I can give you is of the entire population in the state that served by a public water supply 90% of that population has access to fluoridated water. The exact number of communities that fluoridates versus the number of public water systems that don't, I don't have that off the top of my head. Certainly most of the bigger communities are adding fluoride it's economically.

- I read some things about Fond du Lac, they had issues of whether they wanted to keep fluoride or not. What is the status of Fond du Lac as far as fluoridation?

- So Fond du Lac has complex infrastructure that we're dealing with there. They have a lot of wells at least well, 27 wells, 26 I want to say I'm not even sure the exact number, but it's a lot of wells. And they all have different levels of natural fluoride. Some of them have natural fluoride above the amount above that 0.7 parts per million and some are lower than that. So it's a Fond du Lac complex.

- Okay, all right that's good. That's good for me. Anybody else otherwise Celestine go ahead.

- [Lefebvre] Can I ask a question?

- Go ahead Alder.

- [Lefebvre] Yeah has your group done any studies on the effects of the fluoride on the developing fetus, or the children, the babies that are being bottle fed? Because I do know that children are affected by chemicals a lot more than adults. There is a big, I know that studies done that the body weight and development of a child differs from an adult. Have you done that?

- So I can tell you that the Department of Health Services looks to protect all of the citizens in the state. We do not conduct any research we really rely on our federal partners for doing that. And I think like I said in my testimony, they're the ones that we have to do that they have the expertise from the panel of experts that can really look at that. So we really rely on our federal partners to guide us in that way and to look at the science and help us make Public Health Policies that promote the health and protect all Wisconsin residents. They certainly look at that research and take into consideration the most vulnerable populations, including babies and infants, that population is considered when that research is done when that research is reviewed and analyzed.

- [Lefebvre] So you'll have seen the NIH last two studies?

- I have seen them and I can certainly tell you that the federal organizations that are looking at that looks seen them as well and are well aware of them and have not changed any policies or any recommendations on what we should be doing with water fluoridation. And research would come out. We welcome that research and if any new research would come out to suggest or to support, that there may be populations that would be

impacted by something such as the fluoride in the drinking water, we would certainly look at that and consider our policies as well.

- Okay, so good chance. All right go ahead Celestine.

- Yes, thank you Alder. And now on Mr. Hoegger If you would unmute yourself, Dean Hoegger. Maybe it's Hoegger but if you would unmute yourself, and please state your name and address For the committee.

- My name is Dean Hoegger I live at 3731 Big Rock Place in Sturgeon Bay, Wisconsin. I'm the Executive Director of clean water Action Council of Northeast Wisconsin, where we have about 200 members who live in the Green Bay Area. In 2012, the Clean Water Action Council passed a resolution opposing the fluoridation of water, municipal water. We looked at the issue and prior to looking at it from a number of different points of view, my dentist had brought the issue up with me and when she did, I said why I have a well so it's not really something I should be concerned about. And then she went on to explain that the many different products that contain liquid, most likely have fluoridated water and whether it be soda, concentrated beverages, or beverages made from concentrates, any of those kinds of things, soups and so forth that are processed come from areas where there's typically fluoridated water. So the board looked at this issue and when they saw that the CDC was saying that the fluoride was most effective when after cavities, excuse me after teeth erupted, and that it was effective topically, not systemically, the board pretty much felt like that was enough information to realize that the City of Green Bay was using it as a drug to treat cavities, to try to reduce cavities. And after looking at this and realizing and what explaining or having what my dentist explain it to me that there are lots of different ways that you get this fluoridated water, that dosage would then be uncontrolled. And different people would be getting different amounts of fluoridated water, especially people who might not be able to afford higher cost products, they might not be able to buy that natural juices, they might have to buy juices and sodas and so forth that had more fluoridated water. So it also became a social justice issue, where people who couldn't afford to purchase unfluoridated water and use those in their homes for things like infant formula they were subject to no choice. They basically had to add fluoride systemically to their diet. And yet the effects apparently were more if there was a pot effect it was topic. So when my wife comes back home, who's a Oncology Nurse and talks about like young people now that she sees in her Oncology Clinic with different kinds of cancers, it's a concern to me that we need to eliminate just this extra chemical that we're exposing the citizenry to, thank you.

- Thank you, Dean.

- [Celestine] Okay, and next we have David D. David D, can you please unmute yourself and give your name and address to the committee.

- Yes, it's David De Sham 21 silver Street, Green Bay, Wisconsin 54302. I kind of just want to chime in great conversation on both sides and it's a very good learning situation. And I get kind of just as a citizen really want

to chime in a thought process of buying as hearing all this and really hearing on one side that this is the recommended amount that should be in the water to provide perfect oral health treatment. And that's just kind of really interesting because anytime you do go to the dentist, they are still offering this fluoride as a purchase product to, put on topical. And if you really are getting the perfect amount, as they say, or why are they still offering additional fluoride at that time? So it's just kind of another thought process of, why do they keep pushing a product or something that's already supposedly being offered at the perfect level. You know what, it's determined to be safe. So that's all I have to add. And just thank you everybody for their insight in this topic.

- Thank you, David. David, just one question as a citizen of Green Bay, would you entertain the thought of a referendum at all or not?

- Yes, I definitely think that's a very valuable thing. I do think that would be a good route to go in my personal opinion, as long as there was a lot of open discussions or forums where people could become knowledgeable about the subject.

- Thank you for that. Thanks for staying up.

- [Celestine] Okay. And next we have- Well, Paul Connett has already, Connett has already spoken. So I'm gonna take him last. There's Kim S. Who's next. Kim S, as in Sam, can you please unmute yourself and give your name and address for the committee?

- Yeah, so my name is Kimberly Smith, and I live at 775 in Bear Lane, here in Oregon, Wisconsin. And I just want to talk about something that nobody else has, well, I guess Dean Hoegger kind of spoke on. And that's the civil justice issue. In a memorandum back in 1962, it was said, Dr. Russell told me today that Negroes and Grand Rapids had twice as much fluoride as others. So this community has known that the black community is affected by fluoride at double, twice the rate as whites. So now they're asking, should we change the optimum fluid levels? Does it indicate more studies? Were there more studies done? because I've never seen them. So I just wanna kind of leave you with a quote from Dr. Aveda King, who is a niece of Dr. Martin Luther King Jr. She wrote, "the fluoride gate scandal continues to unravel all water fluoridation legislation should be repealed in all states that enacted fluoridation. Generally people with built in biases in support of fluoridation have been controlling the discussion about harm from fluorides. The Centers for Disease Control has clearly been trying to preserve fluoridation at all costs. But the fact about fluoride harm are coming out anyway. This is a civil rights issue. No one should be subjected to drinking fluoride in the water, especially sensitive groups, like kidney patients, diabetics, babies in their milk formula, or poor families that cannot afford to purchase unfluoridated water. Black and Latino families are being disproportionately harmed." And I like to expound on that. As a single mother in Madison for five years and I wanted fluoride out of my water, I knew the dangers and it was expensive to remove. So, fluoride works, at what cost? How can we get the same results without damaging the rest of our body? And I haven't heard anybody asked that. I think it's a cheap way to, fluoridate everyone versus pinpointing those that need it. It's the cheapest way out. And I think that really needs to be addressed. So I would like the Public Health agencies and dentist to stop speaking for people of color.

Oftentimes, we don't want that in our water. So, thank you very much. It's really really I need to head to bed. So all right, take care.

- Thank you, Kim. Kim, I was gonna ask you a quick question. If you have any information that you have that you could share with our Alders.

- Yeah.

- If you could send it to our Green Bay City Council.

- I did send you guys a PowerPoint just-

- Did you?

- I did yeah. If you'd like any more, let me know.

- All right, then that may suffice. If you feel that there's more that we can look at, please send it.

- I will. Like I said there weren't any studies to observe the, twice as much fluorosis in the black community. To my knowledge, I'm sure that there are other people who might know that better than myself so-

- Okay, well, thank you for your testimony.

- Thank you.

- Celestine?

- [Celestine] Okay. Now we have Dean Murphy. Dean Murphy, can you please unmute yourself and give your name and address for the committee.

- My name is Dean Murphy. My address is 2835 Make erland Road Rockford, Illinois. I just wanted to give you kind of my take on where I was coming from. I wrote the book, "The devil's Poison" that the ultimate I've already mentioned. And it was just kind of the journey that I had gone through and I wanted to just try and briefly comment on that and two minutes that I have, but I'm practicing orthodontist. I've been one for 33 years now. And why I wrote the book was I saw these marks on kids teeth. That's what I do for a living I dry teeth off and I put braces on them but most of the time they're dehydrated or dried. I can look at the enamel and I was looking at the enamel and I couldn't figure out what all these marks were and it's much worse than you see when the teeth are wet, how much damage there actually is on these teeth. So I was giving out fluoridated prescriptions to a lot of my patients for bad brushing. And that's what I was taught in dental school. And I was challenged one day by a mother and it still affected me that I started doing my own research. And I knew I was taught the last, six years of my education and I had to do my own research myself. And that's where I got back, ended up doing research for about 15 years on the subject. And I finally compiled it all put it in a book. And I wanted to teach the dentist, dentists that I know in my area, dentist that I, had gone to school with, and that's a lot of my time talking is with groups of dentists now. But in a nutshell, the little white spots, all the dentist fluoridations in any type of fluoridation I would say that it's hypo calcification, and there it is, but they never get any deeper than that. And the reason that those parts are there is because the substructure is faulty. The collagen that was laid down first by the ameloblasts was faulty, they were poisoned. Fluoride is a metabolic inhibitor. It lacks cellular respiration. And that's why those cells and that collagen becomes distorted. And then when the mineral goes to attach to the collagen, it ends up being defective. When you drink fluoride doesn't just go to teeth, there's no magic bullet and it goes to the brain, it goes to the bones, it goes to all the different systems in the body. And that's the real problem with fluoride is that it's a general poison. It's not a specific one. And it's so small hydrogen radius similar to it, it ends up crossing the blood brain barrier and the placenta. So that's what I wanted to bring up all the time I have but it is a poison, look into it and you'll discover it yourself. So thank you.

- Thank you, Dr. Murphy. I did go to your website and take a look at issues. And I just one of the questions I had I have a few dentists, giving information via phone, etcetera, that we're afraid to speak, here and you you're not so I guess the question I had is, I think there may be deserved for retribution by some dentists maybe to speak on this because of the sense of-

- My first talk on society they wanted to stop me at the last minute. The group of dentists got up in front and wanted me to just, they just told the president they want to stop me from using up this topic. And it was a group of close to 100 and some dentists. And the President knew me and she knew my integrity. She knew my intelligence. And she said, no, I'm gonna let them talk and I did. And I can Florida mall because of the information that I had in there, and they started realizing that they really don't know the truth behind it. And they really don't know we get so much information across our desk from public health, from the ADA. And it and it is what it is a lot of it is propaganda. There's a deeper part to this monetarily. And if you start digging, you'll find it. And that's what I keep telling these people. It's one thing to be told but it's another thing to start digging on your own and looking for it, you'll find it. And then it starts to make sense.

- How long did this take all the research for the book?

- 15 years before I wrote it, I wrote it in 2008. And at the time, I had told one of the first dentists or first authors to say that this is a neurotoxic agent. And at the time that I wrote it, there was five studies. They're all in China at the time that it was no toxic and the reason it's neuro toxic is because teeth are derived embryologically from neural ectoderm. So there's a strong connection between teeth which are nothing more than calcified neurons and the brain itself and the nervous system itself. And by the time you'll now today there's at least 65 studies out saying that it's neurotoxic. So I put my reputation, I put my thoughts and intelligence on the line back in 2008. And it's true and that's one of the reasons I wrote the book and got it in print, was to say, look, these are facts. You can't deny it that way.

- Well, thank you for your testimony.

- [Celestine] Okay, Alder Chair we have no one else who's raised their hand.

- Come on, Rick North. Rick North is raising his hand. You wanna-

- [Celestine] I am not seeing him.

- Rick blue shirt.

- [Celestine] Oh I see, okay, all right.

- Nice library.

- [Celestine] Just give me a second. Mr. North, please state your name and address for the committee.

- Yes. My name is Rick North. I live at 17070 southward

- [Celestine] Go ahead.

- I'd like to start by just introducing who I am. I'm the chair of the Advisory Committee for the Fluoride Action Network, the largest organization in the world opposing fluoridation. Not been a volunteer on this issue for 10 years. My background, I worked for the American Cancer Society for 21 years in management, last five as the Director of the Oregon Division. Before I retired, I worked seven years for the physicians for social responsibility. Heading up nationwide to save food program. So I'm not a doctor or a scientist, but I just work with them, my entire life just about. I always favor fluoridation until a friend called me about 10 years ago and said, "would you actually just look at the science on this?" I said, "Okay, I will." And when I did, I was just amazed at how many serious health risks there were. And the evidence was so strong that I just changed my mind. And the main science of this has been mentioned before, but here I'm gonna little show and tell. This is the National Research Council's study 2006 fluoride and drinking water. It is true, they didn't take a position on fluoridation one way or the other. But what they also did was look at the toxicity of fluoride, and of course, if you put it in the water, there's no way to control it. So just a couple of quotes, by the way, can you just see me? Those are all red flags and I saw just a couple quotes the unequivocal nature of these fluoride interferes with the functions of the brain and why is an endocrine disruptor decreases thyroid function increases the severity of some diabetes. There was no doubt about this back in 2006. And still fluoridation has continued. So I just wanted to bring that to light and just a couple others that because the narrative you keep hearing is that this stuff has been proven safe for everybody well, Noah has and I'm just gonna address some of the points that have been brought up. The Calgary have mentioned study that's been you know, what you've heard is pretty way up after some fluoridation it did. What you didn't hear it have been going up just as much before they stopped fluoridation. Be happy to send you that. These scientists in a bad quarter and I think misrepresented. I will give you the quotes of these scientists themselves that have taken part in these studies and let you hear from them themselves. And this one or two studies, that's all they got. The original petition to the EPA against allowing fluoridation 57 out of 61 studies, higher the fluoride, the lower the IQs, so-

- [Celestine] Thank you very much your time has expired.

- If you care to send that to our council I'd appreciate it, what information you have.

- I will be happy to send that and you were talked about the attacks on the dentists, the threats. I've actually prepared three pages of evidence, short quotes on how many scientists and dentists have been attacked for their stances against fluoridation. And this has been taking their jobs away.

- [Celestine] Alder, Mr. North's time has expired.

- Thank you, right just send me that information.

- I will send that to you, thank you.

- All right, anything else Celestine?

- [Celestine] I do not see anyone else who is, lemme just take a look here. Oh, I do see one person Keith Decker, whose hand is raised. Mr. Decker can you please unmute yourself Thank you already are and share your name and address for the committee.

- Keith Decker, Bristol Mountain Trail. Thank you for, you can hear me?

- [Celestine] Bristol Mountain Trail and-

- Green Bay, Wisconsin 54313.

- [Celestine] Go right ahead.

- Well, thank you for dealing with this important issue. Please give it your thorough consideration and care. And please go to greenbaywater.org. To hear what I have to say about it beyond this time limit. I'd ask that you please speak further with the internationally renowned experts that have joined in today. Paul and Michael Connett in particular, they know this issue inside and out, including the details of the science and the law. There's a lot of different angles you can approach the topic with, and a lot of details to dive into. But as I see it, the bottom line is that public water fluoridation is unethical, unsafe and unnecessary. Because, number one, that it is intentionally as in the whole purpose of it is to be a forced mass medication, violating an individual's right to consent and disregard individual appropriate dosage. That sense alone is reason enough to stand in opposition to fluoridation. It should not be the role of government to force innocent people to ingest the medication against their will. No one should do that. Fluoride is not a benign substance. It's not a nutrient. It's not used to treat the water quality. It's a prophylactic drug intended to medicate children indiscriminately applied to everyone in the community. If a citizen forced the politician to take a drug against their will they be in jail, because it is inherently a violation of a person's body. And it is obviously wrong to act as if one owns the body of another person, much less the entire population. If there's anything a person can rightly own, it's themselves. The sanctity of one's own body, is why rape is wrong. Self ownership and free will or something sacred and that's why fluoridation contravenes multiple major codes of ethics and law. The very first sense in the Nuremberg Code is the voluntary consent of the human subject is absolutely essential. In UNESCO's Universal Declaration on bioethics and human rights, it explicitly states, "in no case should a collective community agreement or the consent of a community leader or other authority, substitute for an individual's informed consent." To circumvent that is a moral crime. Fluoride added to the public water cannot be avoided as it cannot feasibly be filtered out and it goes anywhere the water flows. If there is anything a person is entitled to its elemental sustenance, water is a vital necessity of life. And it needs to be available free from

drugs. It's not an appropriate way to treat a disease and you cannot control the situation. So please stop it. If it's morally wrong, don't do it. I have more to say but greenbaywater.org.

- Thank you, Keith, we'll look at that. Thank you. Celestine? Celestine, are you there Hello?

- [Celestine] I'm muted. It is done on wait.

- Yeah, I know.

- [Celestine] I know that you wanted to couple things. So I know attorney Bungert wanted to address the hour and meetings laws. And so I'm gonna give attorney Bungert the opportunity to do that.

- Yes, so we have hit 11 p.m. And it appears our discussion or at least the public portion is completed, on the fluoridation issue. I believe we still do have three ordinances remaining on the agenda along with two informational reports. So I'm not sure what the committee's officials are at this point, whether we'd like to recess, or-

- Alder Stephens. I'd like to say one thing quickly. I know Alder Dorff you've been hanging on for quite a while for your item. Are you okay with if we went to Thursday with that?

- That would be an excellent idea. I have quite a bit of information and it would take a long time.

- That's why I wanted to check. So Alder Stephens, do you wanna go ahead?

- Yes, we need to make a motion to close the floor.

- Okay once you do that.

- [Lefebvre] I'll second it.

- Okay made by Stevens, seconded by Alder Lefebvre. All in favor?

- [Group] Aye.

- All Opposed? Okay. Go ahead Stevens.

- So because of the 11 o'clock hour, I suggest that we convene until Thursday.

- I would like to make one statement Mark before we close.

- Yeah, go ahead.

- We should vote on the fluoridation tonight after all this discussion. I oppose the fluoridation in the water. I make that motion, I oppose it.

- Alder, I was thinking about this. We're all real tired. I think it would be nice to have some finalization tonight but we are holding off on three other items.

- We talked on this item Mark for a long time. I think we should make it a lot of things will be missed. I heard the discussions tonight. I feel that we should vote on this right tonight. We don't ship around.

- Hold on a second, okay just calm down.

- [Lefebvre] Can I ask a question? Alder VanderLeest, would Thursday be okay 'cause we're gonna get all this information that these people are gonna be sending us?

- No, I wanna vote on this item. This item was brought on for a long session, and I wanna vote on it tonight. That's only fair.

- I do follow his reasoning on that. I'm so awake, I don't- Alder Dorff go ahead.

- I would like a full and rich discussion from the Alders on the committee that it just shouldn't go right to a vote. You guys should have time to discuss this and to think about it and to talk about it. So if you want to stay, on in and and do that, that's right.

- Let's be honest and talk about this right now then.

- I think it's not a good idea to do that. I don't think you should be jumping to a boat. And I think you have learned so much information that to process it until Thursday, might be a really good idea, thanks.

- [Lefebvre] I concur.

- Mark, I just like to make a comment quick.

- Go ahead.

- I've listened to Alder's arguments on both sides. I don't have to wait till Thursday to make a decision. I'm tuned in on what's going on and what's been presented. I wanna vote on this tonight, and I oppose the fluoridation in the water will be picking it up at council anyway but I oppose and I'd like to vote on it tonight. I make that motion.

- Let me ask Alder Stevens and Alder Lefebvre, are you off for this tonight? Yes or no?

- [Lefebvre] I'm not, no.

- Alder Stevens?

- [Lefebvre] But I'd like to get some of this information and go through a Kip. And I'm sorry, it is really late for me and I have to get up early tomorrow. I have to go to Sturgeon Bay and I wanna be awake.

- Alder VanderLeest I appreciate your intensity on this but Alder Dorff brings up a good point that we're gonna be discussing this for probably at least a half hour. I mean, if we're gonna do it right, if we're gonna do it justice, I know you have your mind made up. But I've done a lot of research on this as well. I've got-

- I've done this as well Mark.

- Right, I understand. I understand, I'm not diminishing that by any means, but I think it's important that we have a clear head when we decide on this. So I'm- I'm willing to go to Thursday. I'm sorry if that disappoints you, but I'm willing to go to Thursday, so Alder Stevens do you wanna go ahead?

- I would like to thank everybody for speaking tonight. I greatly appreciate it.

- I would definitely like to wait until Thursday.

- Okay, make that motion.

- Alders we do need to set a specific date and time my proposition would be 2 p.m. Because staff does need time to go through the minutes. This is a very, very lengthy meeting. The minutes and the report in order for it to be ready in time for council report on Tuesday. It's still gonna be a bit of a race. Because we do not have any committee meetings on Thursday for that reason. However, that's the only time that we would be able to do because of the other standing committees that are set for tomorrow and Wednesday. So my suggestion would be the latest 2 p.m. The date is the 13th, 14th through the 16th of July, and it will be a Zoom format such as this. Thank you.

- All right Alder Stevens this is on your motion.

- Two o'clock on Thursday.

- Yes.

- Recess to 2 p.m. on Thursday, July-

- 16th

- [Lefebvre] I'll second that.

- Seconded by Lefebvre.

- Throw you a second comment.

- Yes, go ahead.

- Your committee obviously you can pick whatever you want. But just remind the committee that you're here for the public. Now this is a public meeting. Many city council meetings have gone until morning hours. One two in the morning. So, again, your committee but you have a lot of people on this call right now, from all across the country with a lot of different perspectives and expertise. Just being mindful that recessing to a later time, I don't think is appropriate, considering the fact that you could settle this issue now, having just heard a couple hours of public testimony and just laying in and push it again. personally but we answer to the public, the public has just provided the comments for several hours. I think you owe it to them to settle this issue around and move forward.

- Alder Brunette you know, if that's the case, then I would, there were a couple of citizens that talked about a referendum. I would opt for something like that. That was something I wanted to talk about, but I wanted to hear that all with a number of the Alders.

- Just a minute please you have a motion on the floor to recess and I try to hijack your meal.

- No, but I understand.

- Alder Steuer is that your recommendation?

- Yeah, that would be my recommendation.

- I would second that.

- Okay, we'll put it the referendum. Anybody else?

- Being a on a referendum? I think we should address the issue right now. A referendum we can do in the future. We can get that done in the future. But I think we should deal with this situation right now. City Council should speak up and say what they want.

- [Lefebvre] I'm sorry. If the if the council then says yeah, let's take fluoride out then there's no reason to have sorry, I'm so tired here and-

- I think fluoride is a big issue and I think the city council should weigh in on it. Period.

- [Lefebvre] Well they will.

- We vote on this right now tonight. All the people that time down on the public. I think we should vote on it right tonight.

- [Lefebvre] Why?

- And get the votes out right now.

- Well, Alder VanderLeest, like I said.

- Alders we do have a motion on the floor.

- Yes.

- Request to recess until Thursday at-

- Yes, we'll just take a vote on that Alder VanderLeest. Hold on a second. The vote will be for Thursday to get this information out. I know the people, a lot of folks are here. They really want to hear what we feel tonight. I want to make sure that we're at a sharp mind and just do it at that time.

- My thoughts are my mind. My mind is sharp right now and I would'nt wait till Thursday.

- I don't know what you had for dinner, but I could use some of that. Like I said no matter which way we go on to someone's likely to be happy. I know-

- Alders we would like to do a voice vote on the motion the floor, okay. Alder Stevens?

- Yes.

- Alder VanderLeest?

- Nay.

- Alder Steuer?

- Yes.

- Alder Lefebvre?

- [Lefebvre] Yes.

- All right. The motion to recess to 2 p.m. On Thursday, July 16, passes three to one with Alder VanderLeest voting no.

- Thank you.

- All right.

- All right, we will pick up the remainder of the agenda on Thursday and that meeting will be noticed and agendas posted.

- Thank you all for all your testimony and time and everybody get a cookie and some milk or something, because I'm going to.

- All right, good night all thank you.

- [Lefebvre] Not a cookie, not a cookie.

- Yeah, you're all right.

- [Celestine] Is this meeting adjourned?

- How do we call it Attorney Bungert?

- I believe because we are recessed it's essentially a pause and then we would resume the meeting.

- [Celestine] Okay, so this meeting is officially recessed, is that accurate?

- Yes, it's getting recessed, correct.

- [Celestine] Thank you.



MINUTES OF THE PROTECTION AND POLICY COMMITTEE

**THURSDAY, JULY 16, 2020, 2:00 PM
CONTINUED MEETING**

**The Protection & Policy Committee Meeting from July 13, 2020
was recessed at 11:11 p.m. The meeting will reconvene at 2 p.m.
on July 16, 2020.**

**This is a virtual meeting.
Please see the zoom instructions in the agenda.**

A. ZOOM MEETING INFORMATION.

I. This item contains documents which provide call in information and instructions for the Zoom Meeting.

B. ROLL CALL.

Present: Mark Steuer, Craig Stevens, John VanderLeest, Kathy Lefebvre

Also Present: Chief of Staff Celestine Jeffreys, Deputy City Attorney Joanne Bungert, Lt. Steve Mahoney, General Manager Nancy Quirk, Alder Lynn Gerlach, Alder Barbara Dorff, Alder Randy Scannell, Alder Jesse Brunette, City Attorney Vanessa Chavez, Assistant City Attorney Lindsay Mather

C. APPROVAL OF THE AGENDA.

D. APPROVAL OF MINUTES.

- I. Approval of the minutes from the June 22, 2020 Protection & Policy Committee meeting.

E. REGULAR BUSINESS.

1. Consideration with possible action on an application for a "Class B" Combination license for Tristas Lunchbox LLC at 1542 University with a licensed premises as "MAIN FLR, BAR, COOLERS, POOL ROOM, BACK OFFICE, TIKI BAR W/IN OUTDOOR PATIO, OUTDOOR PATIO," previously discussed at the June 8 Protection & Policy Committee meeting. (Previously licensed as Alisa Marie, LLC).

Action was taken at the July 13, 2020 Protection & Policy meeting.

2. Consideration with possible action on a "Class A" Liquor and Class "A" Beer license for Mi Favorita Supermarket LLC at 1908 E. Mason St. with a licensed premises description of "coolers" (Previously licensed as Mi Favorita Supermarket).

Action was taken at the July 13, 2020 Protection & Policy meeting.

3. Consideration with possible action on a "Class B" Combination License for Lil Jamaica LLC at 1332 S. Broadway with a licensed description as "bar area, 2 small closets, bathrooms, closet at back entrance, small attic, outdoor patio, side yard." (Previously licensed as Sunshine N Wallys Bar, Inc).

Action was taken at the July 13, 2020 Protection & Policy meeting.

4. Consideration with possible action on a Class "B" Beer & "Class C" Wine license by Aldo's Pizza of Green Bay, LLC at 1247 Velp Ave. with a licensed premises as "Cooler, dining room." (Currently licensed as an individual Jean Cleary).

Action was taken at the July 13, 2020 Protection & Policy meeting.

5. Consideration with possible action on a 2020-2021 renewal application for a "Class B" Combination License for Chip Stacks, Inc. at 416 Dousman St. with a change of agent.

Action was taken at the July 13, 2020 Protection & Policy meeting.

6. Consideration with possible action on a renewal application for the 2020-2021 license year for Strats, Inc. at 2850 Humboldt Rd. (Submitted June 29, 2020).

Moved by Ald. Craig Stevens, seconded by Ald. John VanderLeest to to reconsider a renewal application for the 2020-2021 license year for Strats, Inc. at 2850 Humboldt Rd. (Submitted June 29, 2020). Motion carried.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None

Moved by Ald. Craig Stevens, seconded by Ald. John VanderLeest to approve a renewal application for the 2020-2021 license year for Strats, Inc. at 2850 Humboldt Rd. (Submitted June 29, 2020), with the approval of the proper authorities. Motion carried.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None

7. Consideration with possible action on the renewal applications for various liquor and/or beer licenses for the 2020-2021 license year with approval of the proper authorities (see attached).

Action was taken at the July 13, 2020 Protection & Policy meeting.

8. Consideration with possible action on the release of the 2019-2020 "Class B" Combination licenses to the pool of available licenses due to no action taken for the 2020-2021 license year.

Action was taken at the July 13, 2020 Protection & Policy meeting.

9. Consideration with possible action on a request by Hagemeister Park, Inc. at 325 N. Washington St. to amend their liquor license to include a sidewalk cafe permit adjacent to 325 N. Washington St.

Action was taken at the July 13, 2020 Protection & Policy meeting.

10. Consideration with possible action on a request by Skogen's Foodliner, Inc. at 2430 University Ave. to amend their liquor license to include part of their parking lot for Click and Collect curbside pickup.

Action was taken at the July 13, 2020 Protection & Policy meeting.

11. Consideration with possible action on a request by Skogen's Foodliner, Inc. at 2250 W. Mason St. to amend their liquor license to include part of their parking lot for Click and Collect curbside pickup.

Action was taken at the July 13, 2020 Protection & Policy meeting.

12. A request by Ald. Wery for an update with possible action on changes to the Ethics

Ordinance/Policy that were requested in 2018, with explanation as to why it is taking so long while other newer programs, policies and ordinances are placed ahead of this item?

Action was taken at the July 13, 2020 Protection & Policy meeting.

13. Consideration with possible action on a request by Ald. Scannell to make a city ordinance requiring employees and the public in social situations to wear masks and practice social distancing.

Action was taken at the July 13, 2020 Protection & Policy meeting.

14. Consideration with possible action on a request with Ald. Galvin that the city consider taking fluoride out of the treatment process for the city water.

Moved by Ald. Kathy Lefebvre, seconded by Ald. Craig Stevens to hold a request by Ald. Galvin that the city consider taking fluoride out of the treatment process for the city water to the next meeting of Protection and Policy committee for staff to provide available dates for a special meeting to address this item alone. Motion carried.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None

15. Consideration with possible action on General Ordinance 24-20, an ordinance amending Section 2.06(8), Green Bay Municipal Code, relating to reading of ordinances.

Moved by Ald. Kathy Lefebvre, seconded by Ald. Craig Stevens to approve General Ordinance 24-20, an ordinance amending Section 2.06(8), Green Bay Municipal Code, relating to reading of ordinances. Motion carried.

Yes- Craig Stevens, Mark Steuer, Kathy Lefebvre, No- John VanderLeest, Abstain- None

16. Consideration with possible action on a communication from Alder Dorff to research and create a fair housing ordinance for the City of Green Bay, previously discussed at the July 8, 2019 Protection & Policy meeting.

Moved by Ald. John VanderLeest, seconded by Ald. Kathy Lefebvre to open the floor for discussion. Motion carried.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None

Moved by Ald. John VanderLeest, seconded by Ald. Kathy Lefebvre to close the floor for discussion. Motion carried.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None

Moved by Ald. Kathy Lefebvre, seconded Ald. Craig Stevens to hold a communication from Alder Dorff to research and create a fair housing ordinance for the City of Green Bay, previously discussed at the July 8, 2019 Protection & Policy meeting, to the next meeting of the Protection and Policy Committee to allow for more input from the public. Motion carried.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None

17. Consideration with possible action on General Ordinance number 22-20, repealing and recreating Section 6.39, Green Bay Municipal Code, relating to mobile food establishments.

Moved by Ald. John VanderLeest, seconded by Ald. Craig Stevens to approve General Ordinance number 22-20, repealing and recreating Section 6.39, Green Bay Municipal Code, relating to mobile food establishments. Motion carried.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None

F. INFORMATIONAL.

1. The Liquor Violation Report for July 13, 2020.

Moved by Ald. Craig Stevens, seconded by Ald. Kathy Lefebvre to receive and place on file the Liquor Violation Report for July 13, 2020. Motion carried.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre

2. An informational report regarding liquor licenses.

Moved by Ald. Craig Stevens, seconded by Ald. John VanderLeest to receive and place on file an information report regarding liquor licenses. Motion carried.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None

G. PUBLIC HEARINGS.

H. ADJOURNMENT.

Moved by Ald. Kathy Lefebvre, seconded by Ald. John VanderLeest to adjourn at 4:01 p.m. Motion carried.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None

VERBATIM MINUTES

- [Celestine] Okay, we are recording.

- Okey dokey, we are on this end as well.

- [Alder Lefebvre] John?

- And... We can begin with roll call and opening the meeting.

- Greetings, everybody, welcome back from our two day break. We will have roll call here for Protection and Policy for the meeting of July 13th, which was suspended till July 16th. Alder Steuer, I am here. Alder

VanderLeest? You're on mute.

- Present.

- Alder Stevens? You're on mute, too. Is present, and Alder Lefebvre.

- [Alder Lefebvre] Present.

- All are present and accounted for.

- All right, since we are resuming a meeting from Monday, or reconvening the Protection and Policy meeting from Monday, we can go directly to item number 14, that item left with the floor being closed to public discussion, and the committee beginning discussions amongst itself.

- Do I need to read that again? I'll read it for the record.

- Sure.

- It's number 14, it's consideration with possible action on a request that the city consider taking fluoride out of the treatment process for the- So, Alder Dorff.

- Thank you, Chair. I think that this is a very important topic. I am concerned that it was kind of lumped into a meeting with a lot of important topics, and I think that this topic should be given the time that it deserves. I think the public needs to be educated, I am very, very concerned about us making a swift decision without having enough information, and enough input from either, from either side, I guess, of the discussion. I would ask that the committee consider holding this, and perhaps asking for a special public hearing, just dealing with this one topic, with nothing else on the agenda. Thank you.

- You're welcome, that's another thread, now. I will admit that, you know, our last meeting, we had three hot button items. Normally, you might get one or two of those a year, but we had three on one agenda. So I'm not complaining, I'm just saying that's just the way it fell. We had 20, you know, we had about 30 folks testify the other night, but it was over two, two and a half hours, and I had my thoughts on that as well, but I want to ask the committee what your thoughts are on Alder Dorff's proposal.

- [Alder Lefebvre] Chairman?

- Alder, yes, go ahead, Alder Lefebvre.

- [Alder Lefebvre] I think Barb makes a valid point. I think that, and I think we should get information out to the public, even before maybe we would have a special meeting, let people know what's going on, you know, 'cause we were, we could only have 100 people, and then we have, you know, our committee, and some of the alders were in after the end, so then, we're limiting the number of people that can have a discussion on this, or voice their opinions. I think maybe we should try to get more information out into the public, and then have, have a meeting, and these people, then they can, they can always email us, one way or the other, and then, at the main meeting, it should be the professionals, I think, talking, those who are the doctors, the scientists, the ones who deal with this issue more, should be the ones for sure speaking at that meeting, and then others can join in.

- Okay. Thank you for that. Alder Stevens, do you have any comments?

- I agree with Alder Dorff and Kathy.

- Okay, Alder VanderLeest, I know you kind of had your-

- I got an opinion on it. I think we heard a lot of good testimony. I think, as a committee, we can make a good decision. I know that from the medical community, from the Wisconsin Dental Association, they back it heavily, they want the fluoride in the water, and if you go to the medical community, as far as the research goes, they're against, they're against the fluoride. We know that, we know that up front, from all the testimony that we heard the other night. And I feel that, as a committee level, we can make a choice, here, that we can move it on to City Council and we can have another discussion, and we can also, at City Council, we can talk about it as well, but I think at the committee level, I think that we should be able to make our minds up and say that, you know, we're either for the fluoride or we're against it, and what it is, it's a clash of two medical, two medical divisions, the research division, and the division that's advocating to have the fluoride put in the water. That's the real question, and I feel that, as a committee, we can say yes, we don't want fluoride, or yes, we do want fluoride. And I think with the people that spoke the other night was very clear how they felt, and there's a lot of good information on, you know, the medical community that does the research, and then there's a lot of information, and the ones, the dental association, and you know what, the dental association, they're advocating for the fluoride, and that's my thoughts on it, and I think that we could make a decision by, you know, by vote, here is our committee, what we want to do, if we want to, you know, we're gonna, it's gonna go forward to the City Council regardless. So I feel that I'd like to vote on it yet today.

- All right, thank you for your comments.

- [Alder Lefebvre] Can I mention something? You know, right, the dental association is for the fluoride. But they're going by the old research, things that are out there. There's always new things coming forward, that's why we almost need to, that's gotta be brought forward, Mark, the dental association themselves gotta look at this new stuff.

- All right, I, I have a few comments I'd like to make. These are things that I gathered from the meeting, and it's just some of my thoughts, and I'm, please bear with me, it won't be too long. Some folks have felt that this could be referred to staff, for the law department for options to figure out what we can do, here. We could do a resolution, either way. I will say that, I'm gonna read some of this. "Proponents for fluoride feel that this would not work if it went to referendum." I apologize, I meant referendum. "Proponents for fluoride feel that this would not work, due in part to the major education effort that would be needed, it would be a very big project. Opponents to fluoride feel that this would not work either, due to the money and power that the ADA and other agencies have, which would use up, which would use to, they would use to win their case." I have thought, you know, maybe we should go to a resolution, or not resolution, but to a referendum on something like this. But all sides seem to be balking at that as well. There were only two people from the city of Green Bay, citizens that actually testified, at our meeting the other night. There were a couple. Most of 'em were doctors, dentists, professionals, I mean, I went through the list. Maybe there was a couple more, but most, most of what I saw were people that weren't living in the city of Green Bay, and I feel that the citizens of Green Bay need to be heard. I will also state that, though there have been numerous studies, reports, and documents published by both sides, the pending court case against fluoride is still not settled. Though there is a great, there is a great deal of he said, she said, you know, both sides are right, the other side is wrong. And for us, as well, there's this non-scientist to make decisions on that, this is very difficult. It's a heavy, it's a heavy load, I will tell you that. I also will say that both sides have experts on the issue, and they both tout themselves as the experts on the effects of fluoridation, yes or no. I said I'm also struggling with the fact that there have been attempts to introduce new research into the project, you gotta remember that we listened to this in 2013 and also 2017, Alder Dorff was with the 2017 alder group, and I was with the 2013 group. So there was some research, it built up a little bit over time, there were more studies done, and Dr. Johnson even mentioned to me that, if there's new research out there that we can look at, let's do it, let's look at it. Well, I've been reading a number of things where there has been new research brought forward, and it's either debunked, or they don't want to talk about it, and the problem I have is that I look at this, and I'm going, well, is there a fear here, and I'll tell you why. I've had a number of dentists call me, who are against fluoridation,

and they are very upset, because they can't really speak about it, because they're afraid of losing their licenses. So, to me, that doesn't bode well as a good work environment. I don't, that's hard for me to deal with. So, getting back to what Alder Dorff brought up, I still, you know, we could talk, we could bring this out over and over again, and it's gonna be really difficult. Do we have all the information? Probably not. But I have never had an item, or an agenda item, that's been so divisive, in terms of both sides being totally right. And there's no gray area, it's black or white. There's no gray. And for us, you know, we're gonna either be lionized by one side, or demonized by the other. That's just the way it is, and that's part of the nature of being in public service. So, I kind of lean toward what Alder Dorff is stating. You know, if we bring this back to council, you know, like I said, I have a gut feeling of how I want to vote on this, but I still have my doubts. So I, I want to be darn sure, and I don't feel that this is time sensitive, you know, of course, everything is time sensitive in some way, but I don't think this one is specifically time sensitive. You know, if we can do the right thing, we must remember that, you know, Green Bay, we're kind of in the eye of the storm right now. Everybody is watching this. Not only just locally, but throughout the country, throughout Canada, other areas of the world, so I think it's very important that we do the right thing. So... The way I want to move forward, we can discuss it, but I feel that maybe what Alder Dorff brought forward, I think, is a good compromise. And I don't know, Alder Dorff, could you repeat exactly what that was, again?

- Yes, that was the, for right now, to either hold or table this item, and instead, have a meeting, whether we call it a public hearing, or a special meeting of Protection and Policy, that would just be dedicated to the issue of fluoridation in the water, and have it advertised, have some education go out to the public, and give people time to gather their resources, so they can be at the meeting, and don't limit it to just a hundred people on the Zoom meeting.

- Well, I agree with the sense too, that said, with this, you know, going on, the county met yesterday at the Resch Center, and Alder VanderLeest detested that, and he said it was plenty of room, you know, we might need a larger venue for something like this. I think it's important, because there are a lot of folks that could not get into the meeting the other night.

- It happened-

- [Celestine] Alders, if I may, this is Celestine.

- We will get 500.

- [Celestine] Yeah, yeah, this is Celestine. So, we have upgraded, the Chief of Staff, Celestine Jeffreys, we've upgraded my account to accommodate more than 100 people, thank you.

- All right.

- [Alder Lefebvre] Okay, Chairman?

- You know, I think Celestine, hold on a second, Alder. Celestine, I was gonna ask you, you know-

- [Celestine] Yes.

- With this being said, you know, and I know it was mentioned at the meetings, not only for this issue, but the other issues, that, you know, when somebody was on Zoom, they would speak, and then a lot of times, you stay on Zoom, and they really need to maybe get off of Zoom, and then, you know-

- [Celestine] Yeah, that's not necessary.

- You know, I mean, that's very important, too, but a lot of, some folks don't do that, they want to stay on and

kind of feel like they're involved. So-

- [Celestine] Yes.

- We just have to make this as fair and equitable for the entire citizenry, and I, right now, I think we're limited.

- [Celestine] Sure, let me just make it clear that it is not necessary with the upgrade that I have to the account that I use, which is for any meeting at City Hall, especially the Common Council meeting, that we have plenty of space for people to not only dial into the Zoom meeting to only listen, but also for people to participate, should they choose to. We will also have instructions for members of the public to simply come into the meeting anonymously, if that's what they choose to do.

- Okay. Well, whatever way we can make sure the citizens are involved, I think it's very important. So, I know Alder VanderLeest, I know that you had your ideas that moving this forward, if we go ahead with Alder Dorff's suggestion, I can't disagree with that, to have a meeting specifically dedicated to that one item. We were real punchy, we were tired by the end of that meeting, and meeting, I don't know how many emails you've gotten, but I have gotten many, many emails, many studies, and I feel like I'm doing a master's thesis, we're trying to cram everything in in a couple of days. It's very difficult, so we could vote, but I'm leaning toward what Alder Dorff has said, and I would entertain a motion right now.

- [Alder Lefebvre] Can I make a quick suggestion now?

- Yes, go ahead.

- [Alder Lefebvre] If we cannot have it at the Resch, if you do, you will not be able to do it Zoom.

- Okay. Well, we'll... We'll figure something out. We'll deal with it-

- Alder, I would recommend at this point, since all city meetings are being conducted via Zoom, the recommendation would be to continue with that. It sounds like we would have the accommodations to allow for more individuals to be able to attend the meeting, but with this motion, I would recommend that we set a specific date and time.

- Right now. Set up a date.

- Correct.

- Interesting.

- [Alder Lefebvre] Okay, well, let's, I'll make a motion that we do have a special meeting, but let's look at our calendar, then, so we can put a date in.

- I'm usually good on Thursdays. Thursday seems to be a pretty good day.

- [Alder Lefebvre] Yeah.

- Thursdays are difficult, as I've indicated before, because we would still have to do minutes.

- No. Well then.

- Depending on what Thursday it is, if it's preceding a council meeting, it's very difficult for staff to be able to prepare that.

- Well, I mean, we definitely look at the schedule, so all the different committee meetings coming up-
- [Celestine] So, just to be-
- Yes, go ahead.
- Why don't we table it for 30 days, and then, at our next meeting, we can look at a date that we want, that we can work out with staff, and then, then we can, you know, be more accurate on who or how it's gonna work out.
- Okay, that's a good-
- Let's move until our next meeting, and then staff can get back to us, and give us some dates, and we can try to make it work.
- All right. Is that too much time, though? I mean, can we do it earlier?
- The next meeting is-
- Not earlier, the meeting, I'm just talking about deciding when we would have the meeting.
- Our next meeting-
- Yes, when is it?
- August 10th. So less than 30 days.
- Is that okay with the committee?
- [Celestine] Deputy Attorney, do you need to table this to a date certain?
- If we hold it to the next P&P meeting, and at that point, for staff to provide available dates for a special meeting, we can do that.
- [Celestine] Thank you.
- Well, I would entertain a motion to that effect. Alder Lefebvre, is that your motion?
- [Alder Lefebvre] Yes.
- Do we have a second?
- Second.
- Second by Alder Stevens, any other discussion? All in favor?
- Aye.
- Thank you, Alder Dorff.
- Thank you.

- One moment, so the motion was to hold this item to the next meeting, and for staff to provide available dates for a special meeting to address this... This item alone. All right, we are on to, well, before we actually move on to item number 15, I did want to bring to the committee's attention, item number six, staff recommendation for item number six was to deny the renewal as information that was provided by the licensee at the time was that the establishment was not operational, and was not intending to be operational, they have since reconsidered, and have provided information to the clerk's office that they will be operating again, they will resume operations and will open. Accordingly, at this point, the basis for non-renewal no longer exists, there's no legal support for it, so the recommendation is to do a motion to reconsider the item, and then to re, take additional action on the item, and at that time, the recommendation would be to approve. Order, that's item number six.

- I would entertain a motion to reconsider.

- I'll do it, motion to reconsider.

- Alder, by Alder Stevens, do we have a second?

- Second.

- Second by Alder VanderLeest, all in favor?

- Aye.

- All opposed, okay. So I can read that now?

- Yes, one second. Yes, go ahead and read item number six.

- Okay, number six. Consideration with possible action on a renewal application for the 2020-2021 license year for Strats, Inc. at 2850 Humboldt Road, submitted June 29th, 2020. Staff?

- The staff's recommendation, as I've indicated, the licensee is intending to operate and to reopen business. Accordingly, staff has no objections to the renewal.

- And police?

- Police concur.

- Okay, I would entertain a motion.

- Motion to approve.

- Motion by Stevens to approve, do I have a second?

- Second.

- Second by VanderLeest, All in favor, please say aye.

- Aye.

- All opposed? That passes unanimously.

- All right, we are on to item number 15.

- Okay, number 15. Consideration with possible action on General Ordinance 24-20, an ordinance amending Section 2.06, subsection eight, Green Bay Municipal Code, relating to reading of ordinances. Staff.

- [Atty Chavez] This is Attorney Chavez.

- Okay. Yes, go ahead, attorney.

- [Atty Chavez] Thank you. So, the reason we're bringing this up is because everything that we have done under the emergency, the emergency proclamation has been done on a single reading. And so, we just want to make it clear to the public that that is gonna be the process moving forward. What we are ultimately looking at doing is creating a, an entire emergency ordinance, but until we get that in place, at the very least, we feel that... What we're going through, we might as well codify it.

- Well, let me ask you this. Once it's codified, it's a rule for good. If things change down the road, do we have to change that again, or what's your take on that?

- [Atty Chavez] Yes, but this only applies to ordinances that are brought forward under the, under emergency powers, and so, like I said, every single one that we've brought forward so far under the emergency powers has been for our first reading, for adoptions, and so it's just making that process clear to the public, that's what we're gonna be doing, so that they know that that is what we're doing. And then, as far as amending that goes, you know, like I said, we are gonna be, at some point, proposing an entire emergency management ordinance, and we can revisit it at that time if it feels like there's issues with it.

- Well, I just want to make sure that we have the opportunity to change that in case, you know, things do change. So I mean, I, Alder Brunette?

- [Alder Brunette] Well, Chairman, you can open, you can allow the others on the committee to speak before me if-

- No, that's right, nobody else chimed in, but go ahead.

- Okay, I guess my question for the City Attorney, that an ordinance that gets presented to the council a single time could be adopted, because normally we have to go through two readings of the ordinance, from my recollection, is that correct?

- [Atty Chavez] So order apparently stays, that there will be, so actually, let me back up. The ordinance originally stated that there were supposed to be three readings, but that it's gonna have, that the ordinance to be adopted on the second reading is with the suspension of the rules. When it became clear that that's just the process that the council takes, is to adopt on the second reading, we modified the ordinance to comply with that, and so, that is what is currently in place, saying that two readings are what are, or what the standard is. We also carved out an exception saying that it could be adopted on the first readings, what the suspension rules by two-thirds vote, which is what we normally do. And then, with that, that allows us to take everything to a first reading, would actually use first readings, on a, not a regular basis, I would say we do about maybe two or three times a year, but since we have adopted the emergency ordinance, the emergency declaration, everything that comes up under the emergency declaration is obviously time sensitive, and so that is why every, since we are already doing this process, we are, everything is coming up for a first reading, then the best thing we can do is make it clear to the public that's actually what we're gonna be doing.

- Okay, thank you. Hypothetically, this coming City Council meeting will be discussing a possible face covering, mandatory face mask or face covering ordinance. Based on the action that the council could take, if the Mayor

does decide to create an ordinance using his emergency powers under the existing action of the council, could that be adopted at that council meeting, and not be forced to be voted on at another council meeting, like we normally have outside of emergency authority?

- [Atty Chavez] So... I should explain that better. So the ordinances that normally come through committee are really what we are talking about, because everything that takes, all action taken by the Mayor is subject to ratification, so if the Mayor decided to implement an ordinance, as he did with the curfew, or resolution of the curfew, I should say. That was only subject to ratification, so it doesn't change anything with respect to what the Mayor's obligation, or what the Mayor's actions are, it just allows the council to move their own ordinances through faster.

- Okay. I guess we have been meeting on this platform for quite a while now, and if the council needed to call an emergency session to vote on an ordinance through a second reading, I think we could do that rather quickly. That allows additional public input and comment and feedback. I guess I'm wondering, other than codifying what we have been doing for the last two months, why under this platform, when we can add very quick, as a council, would we want a second reading? I'm just trying to grasp why that's necessary in this case. A question for the Chair or the City Attorney, what's your-

- I was waiting for the City Attorney on that one.

- [Atty Chavez] I guess I'm confused by your question, I mean, what we're trying to do is make it clear to the public what we're doing.

- That I understand, but again, specific to an issue we'll be discussing on Tuesday. Normally, ordinances outside of emergency declarations-

- [Atty Chavez] This is in place on Tuesday. We'd have to go through two readings on this, or be up for first reading for adoption.

- Okay, so let me ask this, Attorney Chavez. If on Tuesday, the Mayor does put forward a ordinance to adopt mandatory face masks in the city of Green Bay, and the council votes in the affirmative, is it, is it enforceable the moment we vote on it? Is it valid that second that we vote on it and adjourn?

- [Atty Chavez] Actions of the Mayor, or of the, yes, of the executive, under the, or emergency powers, are subject to ratification only.

- Okay, so if on Tuesday, we vote for a mandatory face mask ordinance, or whatever issue is brought before us through emergency orders, the vote of the council, the single vote of the council on that, two votes of the council could make it valid when we adjourn from that meeting?

- [Atty Chavez] I guess so, what I'm telling you is that's not really what we're talking about.

- Okay, all right, I'm just trying to understand. That's all I'm doing, I'm trying to understand.

- [Atty Chavez] I understand that, but this is, this is pertaining to ordinances that require two readings.

- Okay, thank you.

- Alder Brunette, I have comments. I think I know what you're driving at for that, but you know, I think, I think we're fine right now. Anybody else on the committee have any comments? Otherwise, I would entertain a motion.

- [Alder Lefebvre] I make a motion to, I don't want to say it. To move forward on the new ordinance reading.
- Okay, do we have a second?
- [Alder Stevens] Second.
- Second, is motioned by Lefebvre, seconded by Stevens, any other discussion, all in favor, please say aye.
- Aye.
- All opposed?
- Nay.
- Okay, three to one.
- Can we do that, since we have not a unanimous vote-
- Okay, sure.
- We would do the voice vote.
- Okay.
- Just delete this vote. So, Alder Stevens?
- [Alder Stevens] Yes.
- Alder VanderLeest?
- Nay.
- Alder Steuer?
- Yes.
- Alder Lefebvre?
- [Alder Lefebvre] Yes.
- Okay, that passes three to one, with Alder VanderLeest voting no. Okay. And on to item number 16.
- Number 16, consideration with possible action on the communication from Alder Dorff to research housing ordinance for the city of Green Bay, previously discussed at the July eighth, 2019 Protection and Policy Committee. Alder, you're here.
- I am here, thank you. So, I wanted to tell a little bit of the history of how this came about. And it actually came about on May seventh, 2019, I'm a member of RDA, the Redevelopment Authority, and there was consideration with possible action on approving and recommending to the common council an analysis of the impediments to fair housing. There was an audit done on the city of Green Bay, and so, there were some impediments to fair housing. Among these impediments were that we did not have a fair housing ordinance, and being an alder on RDA, I, if you go back and watch that meeting, you will see me say, hmm, that seems to

be something that I... Something the city council person would look into, is looking at ordinance. The first, 2019, I put in two late communications at City Council, and this was after there was a meeting held, I was the only alder that attended the meeting, but it was a summary of what the audit had shown us on the fair housing impediments. So I'd also attended that meeting prior to our prior City Council. And these two late communications were, number one, to incorporate the finding of the impediments to fair housing into the comprehensive plan, and two, to create a fair housing ordinance for the city of Green Bay. And you can find these at page 77 of the meeting minutes for 5/21/2019. Then it went to Plan Commission on June 10th, 2019, consideration with possible action on a request from Alder Dorff to research and create a fair housing ordinance for Green Bay, then it went to Protection and Policy on July eighth, 2019, consideration with possible action on a request by Alder Dorff to research and create a fair housing ordinance for the city of Green Bay, which was referred to Protection and Policy by the Plan Commission. Then it was moved by Randy Scannell, seconded by Mark Steuer, to refer to staff a request by Alder Dorff to research and create a fair housing ordinance for the city of Green Bay. The motion carried, yes, Craig Stevens, John VanderLeest, Mark Steuer, Randy Scannell. No, there were no votes against it. So, I started meeting on October 23rd, 2019, with legal, and at the first meeting we held in October 23rd of 2019, we had seen that other communities, other municipalities that put this ordinance into effect had actually expanded it beyond the scope of just fair housing, so instead of looking at creating two ordinances, I was very comfortable with saying, yes, we can roll some other things into this ordinance, and... Back then, we called a human rights ordinance. Over time, we met, and then, I think, the... To the Equal Rights Ordinance, I was more comfortable with Equal Rights than Human Rights. Then on February fourth, 2020, Alder Johnson requested to the Protection and Policy committee for consideration and possible action to create a Diversity and Inclusion Commission that will properly support the roles and responsibilities of the Diversity and Inclusion Coordinator, and secure proper return on the investment for taxpayers, and benefit to all citizens. So this fit in with the idea, this is actually where I got the idea that, having the commission to support this ordinance, we should also roll that into the ordinance. Then... Another discussion, Alder Johnson, on February seventh, brought up the idea of the commission to support the Diversity Coordinator position, and then that was accepted on 2/5/2020, at Protection and Policy. Another meeting with the Mayor, and with the, actually, the Mayor wasn't there, I'm sorry. Another meeting with legal, and Joe Falls of the Human Resources Director, to talk more about what might be included in the ordinance, that was on Tuesday, February 18th, 2020. And then, we scheduled those meetings, and finally came up with this ordinance that was now ready to be presented before you. So. Are there any questions on the timeline, first, before we get into the ordinance? That this has been something that was brought up-

- No, I appreciate the timeline, Alder Dorff. And I, you know, I just, I think part of it is that now we have something here, and it's 15 pages long, there's a lot there. I realize there was a lot of research that was done in it, but you know, I think you were stating the timelines just to make sure that, you know, things were going along the way you thought they needed to go in order to move forward.

- Right.

- But...

- On the timeline.

- On the timeline. Yeah.

- No questions on the timeline, but I'd like to, I'd like to make this comment, Mark. I think the public has to have more input, as far as what's going on, and this ordinance would just put together in paper form, I think there might be people that are, you know, going to chime in on the, on our meeting, that would like to have more time, as far as the landlords that own a lot of properties. I think that, you know, that we should give 'em the courtesy to look this thing over before we vote on it, I think that we should give 'em at least, I would say, a 60 day period, to let 'em look it over, different businesses that are, you know, landlords, and property

owners, I think they should have a 60 day window before we actually vote on it. I'd like to know if there's anybody from the public that would like to speak, to weigh in on it. There's 22 different classes of protection persons in this ordinance. Matters such as classes that have not been established as protected in state and federal law. More fundamental federal and state laws are already defining discrimination, and provides the necessary protection. Laws will not expand upon the protection classes created endless lawsuits. So I think the, you know, the public should have a chance to weigh in on, you know, the dollar amounts, you know, who's gonna be, you know, it says here a thousand dollar fines, and you know, does the city of Green Bay have time for all of these things? And number one, how many complaints have we had in the city, for the city of Green Bay? I think in the whole state, in 2017, there was only 50 complaints. So, I think that the public should have a chance to weigh in on this before we actually put it, put it into law.

- Okay, I, I know, Alder VanderLeest, I know you got, you know, we were looking at the timeline when we were gonna have time to discuss, discuss this, I understand. I had no issue with the timeline, per se, you know, I understand that it went through a process, and that, but now I think we're looking at the actual ordinance, and I will tell you that I had a number of phone calls from landlords as well, who were concerned, and just making sure that, let's say, a tenant might have a poor credit rating, or might have been a felon or some issues that came up, I think they're fearful that if they don't rent to that person, that they would be charged, that type of thing, so I think there's some, there's some gray areas, there, I think, that people need to hear, so I can't disagree with Alder VanderLeest, at least in having that opportunity to air these various concerns out. Not so much to poke fun at it, or poke the blame at it, I think it's more to just make sure that everything is covered. Alder Dorff?

- I would just say that we should start the discussion, that's what I'm asking for, because how, how do people know what the intent is, unless we actually start the discussion, and have a little discussion here, at committee, which is what the committee's meant for, on what is meant, and if there are concerns, things like you brought up some valid concerns, so let's talk about that section of it, and so, let's have the attorneys weigh in on it. I'm asking for time for discussion at committee, not necessarily asking for a vote, either way, but I think we have to start the process. And that's what I'm asking for.

- Well, okay, so at this committee, I mean, this is our first kick at it, in a sense, you know, with this ordinance. You know, we've all looked, a number of us have looked at it, and I've thought of a few things, and there's a lot here, you know, and I'm not saying I, I'm not an attorney per se, but you know, just looking at things, trying to read it as an alder, trying to read it as a citizen, or trying to read it as a professional, it's different, so we need to be able to handle that, and I think some of the, some of the descriptions, I'm not too, it's not too difficult for me to deal with. I think it's just, like you said, you're lumping, you're bringing in housing, or bringing in accommodation, places of accommodation or amusement. You know, which is a whole thing, employment. There's a lot here, so-

- [Celestine] Alder Steuer?

- I don't know if we're fully equipped to really go over all of that right now, we could maybe put out some talking points. But I think there definitely is some more, you know, there needs to be smarter inspection.

- [Celestine] Alder Steuer?

- Yes, go ahead, Celestine.

- [Celestine] Thank you. I just, I'm not rushing your conversation along, but if you can look at your screen, you will see that there are two people who have their hands raised, they either have a little blue hand by their name on, if you have the participant screen up, or they actually have it, so I'm not rushing you, I'm not rushing you, I just wanted to make you aware.

- Yeah, well, that's fine, and actually, maybe I would, that'd be a good time to open the floor, just to get some comments. I would have a motion, make a motion to have the floor opened, anybody.

- Motion.

- VanderLeest. Alder VanderLeest, seconded by Lefebvre, all in favor, please say aye.

- Aye.

- All opposed? All right, come forward, and state your name and address for the record, and we'll get going.

- [Celestine] And so, that would first be Martin W. Martin W., can you please un-mute yourself, and state your name, please spell your last name for the record. Unfortunately, this time I don't have the three minute timer to show, I don't think, but I'm gonna do my best, I'm toggling between two computers.

- We'll figure it pretty well. I've got a watch too.

- Yes, hello, can you hear me?

- Yes.

- Okay, my name is Martin Webber, W-E-B-B-E-R, 3307 Beach Lane in Green Bay. Yeah, I, as far as this ordinance, this proposed ordinance, myself and several other people have emailed Alderperson Dorff numerous times for clarification, and now, I'm just trying to get an understanding on this. Federal law, as far as I know, covers all this, as Alderman VanderLeest brought up. So, our question to Alderman Dorff was, what's the purpose of this, besides political posturing? And she, she refused to answer, except for her saying, I feel like it's the right thing to do. Well, what kind of question is, I mean, answer is that? You know, does the city really have time, or my taxpayer money, to waste on this? I don't get it. If federal law is covering everything that's proposed here, why jam up the system more with just this political nonsense? And she refuses to answer! You know, that's what I'm trying to grasp, here, and I just, she won't answer the question. Maybe she'll answer it now.

- I'll leave that up to her.

- [Martin] I'm done, I'm waiting to hear.

- Mr. Webber, well, what we'll do is, if you have no other comments, we can talk to the, afterwards.

- [Martin] Thank you.

- Okay. Well, we'll bring that after we close the floor. We can bring that point forward.

- [Celestine] Okay, next is Andrea Johnson, Ms. Johnson, can you please state your name? I do see it here. Unmute yourself, and give your address for the committee.

- [Andrea] Hi, my name is Andrea Johnson, I live at 387 Windward Road in Green Bay, 54302. And thank you very much for, for allowing me to speak, I don't have, because I just read this today, I don't have a whole lot, I have some questions. So many questions, but the first thing I'd like to address, really, isn't related to this per se, it is related to how many people can access this, even though you allow more than a hundred people now to access Zoom, we have a huge population of elderly people who don't remember how to use their phone, let alone how to use a computer, and to be honest with you, they're very intelligent people, and they really have a lot to say, and I really am gonna ask that these really big issues be addressed, say, at the Resch Center,

it doesn't matter if it's Zoomed, they can all attend, but we have a lot of really intelligent people with a lot of wisdom that really need to be able to chime in, and the pressures of trying to remember what to do with their computer and how to access all of this stuff, or their phone, is very, very daunting. And it's a shame that our citizenry, level, or that skill level cannot attend. That's all I wanted to say on that. Now, the other thing is, I have some questions, but on page... Well, 50.08, letter D, it says, "For any," this isn't the first question, this is probably my 50th question, but my time is running out. "For any person or employer to refuse to reasonably accommodate an employee's or prospective employee's disability, unless the employer can demonstrate that the accommodation would impose an undue hardship on the employer's program, enterprise, or business." Okay, then E, this isn't the, this is, I don't, I should probably do a word check in here, find out how many times it says "reasonably accommodate," I mean, there's a lot of vague, vague terms in here, that we all know that if someone, it only takes, it's gonna be a snowball, because you, we cannot leave up to government or law enforcement or attorneys to that vague term actually means. You, what do you mean you're gonna put it on the employer or the whoever? Maybe a private property owner? You're gonna put it on them to prove that they didn't discriminate? I don't think that's the best way to go. I don't think we need an ordinance, we have constitutions, both federal and state. I don't, I would like to know the specifics, and I think only laws or ordinances should be made addressing only specific things that were not covered by said constitutions and laws and ordinances. Thank you very much.

- Thank you, Ms. Johnson, for your testimony. I guess what I would suggest to you, we're gonna be talking about this for some time, it won't, you know, there'll be other moments after this meeting. But if you have concerns or comments, if you read through the document, and you make, you know, underline or enter your concerns in a succinct format, and get it to the committee, or get it to the City Council, we will definitely look at that.

- [Andrea] Okay, appreciate that.

- That's something, and then, as far as Mr. Webber, Alder Dorff, I don't know something to this, or you want to, it's up to you.

- Sure, 'cause I already explained that the genesis of this particular ordinance was as a result of the fair housing impediments, and so, when and being the alder that represents RDA, go into the fair housing, knowing that our HUD funding sources depend on us complying when we were found to be in violation, I said yep, I will certainly work on a housing ordinance. Then after months of meeting with the attorneys on that, realizing that in many municipalities that have a fair housing ordinance, they've expanded it to include places of employment, public accommodation, amusements, et cetera. I said yep, let's just roll this into one ordinance, and spare the work on more than one ordinance. So that's why I brought it forward.

- Barb, can you tell us what was the discrepancy at RDA, and what was the problem there?

- That we did not have an ordinance in place. That was the problem.

- Do we need an ordinance in place?

- We've found, through the audit, impediments to fair housing, and I don't know if Cheryl Renier-Wigg is on our call, I know she can explain it probably a little better than I can, but we were found, and I actually do have in front of me, yep, I did print the entire impediment, here is that, and it's the impediments to fair housing choice in the city of Green Bay, and in administrative impediments, under section five, public sector, "A lack of a local fair housing ordinance." This study identified the following impediments to fair housing choice in Green Bay. These are all indirect impediments, meaning they do not directly limit choice for protected class residents, to conditions that limit choice. So under the-

- Alder Dorff? Alder Dorff? I've got to hold on for a second. We still have the floor open, don't we? Okay, I

just wanted to check on that, because, you know, I thought we might be-

- [Celestine] Yes, you do.

- Okay. I was gonna ask you, Alder Dorff, wasn't, I mean, in 1968, wasn't there a fair housing ordinance that was brought forward in Green Bay? I thought that that-

- I have no idea.

- I thought, I thought it was.

- A point of order, Chairman Steuer, the floor is open, I think it should.

- Yeah, the floor is still open.

- I think you should listen to anyone else who'd like to speak, and then close the floor.

- All right, that's fine, and I, we were in the middle of it, so-

- I understand.

- Is there anybody else-

- [Celestine] Yes, Alder. We have, so Ms. Johnson, you've already spoken, so I'm going to go to the next two people who are new. We have Mike's iPhone. Mike's iPhone, please un-mute yourself, and please give your name and address, spell your last name for the record, thank you.

- [Mary] Can you hear me, this is Mary Brode and Mike Brode.

- Yes. Yes, we can.

- [Celestine] Yes, we can hear you, thank you.

- [Mary] 2709 Nicolet Drive.

- Okay. Go ahead.

- Thank you kindly. We would second the comments that have been made by the two other members of the general public, and without having read the ordinance at all, we didn't have time to do that yet, our impression is that there's some overreach going on here from a fair housing policy, if there is indeed one lacking in Green Bay, it sounds like it's been expanded upon to the point where definitely, landlords, businesses, employers, need to weigh in on whether it's feasible to comply with such ordinances. We want to live in a community that is economically friendly to business, not to drive employers out, because there's 12 inches of regulations to follow, but to allow people in, to bring jobs and economic prosperity to Green Bay. Thank you.

- All right, thank you for your comments. Is there anybody else, Celestine?

- [Celestine] Yes, yes, thank you, there is. Just getting myself from one to another. Okay, so there was one other person who was, who had raised their hand. Hold on one second. So what I see is, first, I'd like to give opportunity to the people who have not yet spoken, so if you'd like to speak, please either un-mute yourself, or raise your hand, because I see there are two other people who've already spoken, and I'd like to give opportunity to the people who've yet to speak. Okay, I see John Gard. Okay, John Gard, if you would please

un-mute yourself, spell your first and last name for the record, and give your address, thank you.

- Thank you, Celestine, thank you, committee members for giving us the opportunity. My name's John Gard, G-A-R-D. I, my wife and I run a business over in the Lombardi Business Center, at Lombardi and Military, and also we're Suamico residents, live in 2234 Skyline Pines. I have a couple questions. Among the things that we do, we run an organization called Wisconsin Independent Businesses that is an advocacy firm for a lot of small employers. So, when I originally saw this ordinance, it was about public housing, but the best I can tell, this is a lot more than public housing, which I think Alder Dorff brought up. So I want to go, in this limited time, go right to 50.07, City Facilities, and then the provisions right after that, and I guess that what the best thing I could do, the legal representative of the committee, or the support of the resolution, a couple of questions so we understand what this, how this works. The way I read it, and correct me if I'm wrong, first of all, it seems like if a business owner is accused of this, they are presumed not innocent. Second of all, at probably the most difficult time in recent memory for small employers, we are, the city of Green Bay is overstepping federal and state law, and adding on something that deals with a mandatory requirement to make your facilities available to anybody who fits in the first series of descriptions, criterias that are laid out in the early part of the document, which includes, includes gender, gender non-conformity. So the question is, if you're a parent with three children at a McDonald's in the Playland, and a seven year old girl would say, "Mommy, I gotta go to the bathroom," so she, the parent sends them to the bathroom, 'cause you can't leave the other two alone, is it, then, required that if a 30 year old man who has bad intentions in mind, wants to go in that bathroom while the seven year old girl is alone in the bathroom by herself, all he has to do is say, "I am gender non-conforming?" And so, in that situation, in that situation, you are putting an employer, who has to train probably high school, part time workers, how you handle people raising a ruckus in your employment, about who gets to use what bathroom. And my issue isn't with people who try to follow the law appropriately, my issue is with people who seek to do bad things. And the, it appears to me that this ordinance would make it easier for people who have bad intentions to do bad things, and those victims primarily will be children or women. And so, for an employer perspective, it looks like they could be sued from either side in that scenario, based on what this ordinance would suggest.

- Thank you, John. Thank you for your testimony. I don't know. Is there anybody else? We can all talk to our attorney about that point in a minute.

- [Celestine] So, thank you so much, Alder, and thank you, Mr. Gard. Is there anyone else who would like to speak, for the people who've already spoken, please un-mute yourself, and just start talking. All right. So, Alder, I don't see anyone new who's raised their hand, or who has either un-muted themselves to speak, so we have the three people who've already spoken, Andrea Johnson, I think the Brodes, and Martin Webber. Oh, okay, they've just taken, they've just lowered their hands, okay. So we, I don't have anyone else? Anyone else who would like to speak?

- All right.

- [Celestine] Oh, Martin Webber would like to speak.

- I would make a motion to close the floor.

- [Celestine] Okay, sorry. I'm so sorry, Alder. A lot of back and forth, so-

- Oh.

- They, they raised their hands again, they've already spoken, so Mr. Webber, please un-mute yourself, and you've already given your name and address for the committee, thank you.

- Yeah, no actually, I didn't lower my hand, it went blank, and I just had to re-raise it. Anyway, Alderman

Steuer, you asked a question of Alderperson Dorff, if she's familiar with the Fair Housing Act of 1968, and she says, "No." Alderperson Dorff, how can you introduce an ordinance like this, and not know about the Fair Housing Act? That's, that's- I mean, what kind of alderperson are you, you're introducing-

- Mr. Webber? Mr. Webber? Mr. Webber, please. Please.

- I mean, she represents my district, I can't get answers out of her. She still won't answer it, this is a, this is covered by federal law, why is she wasting everybody's time?

- Mr. Webber, I appreciate your comments, but you know, we gotta keep decorum, here. You know, that's something that you're gonna have to deal, you know, with your alderperson, you know, to speak and work on. I've got citizens in my district that get very angry and heated about things with me, I try to work with them as best as I can.

- I mean, she doesn't work-

- Well, that's-

- She won't answer questions!

- We don't have the time to deal with that right now. You know, we understand your frustration, but you need to work it out with her, or what. I, you know, we got your comments, we understand the frustration. We are gonna look at this ordinance, we're not gonna, we're gonna definitely look at it, and all its elements, and try to come up with a, something fair and discreet for everybody, no matter what form or shape it's in, whether it is passed or not. We will look at it. That's the best I can give you right now. Is that enough?

- That's fine, thank you.

- Okay. Thank you for your time. Celestine, let me know if anybody else is, want to talk.

- [Celestine] Yep.

- Alder Steuer?

- Yes.

- May I say that I misunderstood your question, I thought your question was about an ordinance Green Bay passed. I wasn't hearing it correctly. I apologize for misunderstanding.

- Yeah, I kind of asked what your take was, what your take was to Mr. Webber's comments. I think that-

- No, I mean, when you asked about the fair housing.

- The fair housing ordinance, yeah-

- You said ordinance, and I didn't know we had one in Green Bay in 1968. That's what I was asking. I wasn't-

- Right, there wasn't

- Responding about a federal law. So thank you.

- No. But they're, right, there was a long discussion back in the late 60s that, you know, brought this forward.

So it's, yeah, it was a pretty significant move, so it would be interesting to even look at that ordinance and see, you know, how good and up to date that is, if this ordinance overrides that, or over what, I would like to really see the differences between the two, and find out if the original one is good enough, obviously, it sounds like there's new, new additions with, especially with all the different folks, the different, creed, color, origin, all the different things that are in section two of 50.01, there's a lot there, and there was a lot that probably was not brought forward in 1968. And I think that's one of the big differences.

- [Celestine] Yes, thank you, Alder Steuer, there is Andrea Johnson, who would like to speak again.

- Okay, everybody gets one more shot at it, if they've spoken already.

- [Celestine] Ms. Johnson, please un-mute yourself, you've already stated your name and address for the committee, thank you.

- [Andrea] Hello, this question is for Alder Dorff. Alder Dorff, you repeatedly stated that you printed off the impediments that we were cited, by whom were those impediments brought forward from? I mean, who gave you the impediments, who did the audit, what was the name of the group, was it a federal government group, who was it?

- It was TWG Development, LLC. I, no, that wasn't, nope. I don't know if I have the exact name of who did this, again, if anyone is here from the department, from Cheryl Renier-Wigg's department, that would be helpful. I am looking.

- [Andrea] I guess it just would be helpful to know who, and what their motivations are, and did we invite them, or did they-

- We have to be audited. We have to be audited every several years, I think it's every 10 years.

- [Andrea] Okay.

- So, and it, we, you know, our community block rent allocations from this. The total home allocation was \$519,455, but I'm just not seeing the, I have the report in my hand, I don't see, I must not have printed the page that said the author of the report. But it was someone that was hired by the city of Green Bay.

- [Andrea] Okay, if we could, could that be maybe posted in the minutes or something, we could look it up?

- Yes, I, we can get that.

- [Andrea] Okay, that would be great. Thank you, that's all I wanted.

- Thank you.

- [Alder Lefebvre] Maybe Barb should bring forward, the audit is demanded by the federal government, I would assume, for the housing, right?

- It is. For, I think, the federal funding, right.

- [Alder Lefebvre] Okay. It's not something that you just thought up of-

- I didn't have anything to do with having the audit. I had something to do with responding to the audit.

- [Alder Lefebvre] Yes.

- Mr. Gard would like to speak again. Celestine?

- [Celestine] Yes. Sorry. Todd leaned back between two computers, yes, go ahead, Mr. Gard.

- Okay. So, the way I understand, sorry, I came in kind of late, here. There's not gonna be a vote today, correct?

- I'm not planning, I'm not planning on it. Our committee might change their mind.

- So, we can submit a series of questions, 'cause I think a lot of employers will, I mean, there's masks, there's fluoride, there's all kinds of things going on. And this is when sometimes, when people with good intentions to try and make laws different prudent points of view, but some things can happen that a large group of people in the public are unaware how this happened. So, if you're a small employer in Green Bay, we are being told there's a housing ordinance being done that has a series of other provisions in there that deals with discrimination in public places of accommodation or amusements, so for example, will it be the policy of the city of Green Bay moving forward that the girls' bathroom at Bay Beach, a 45 year old man will be allowed to go into the girls' bathroom at Bay Beach? Is that gonna be the new policy of the city of Green Bay? At the Children's Museum, will a 50 year old man who says, I have, you know, fits one of the criterias in there, who says I'm non-conform, I have, can he go into the bathroom where there's young girls in there? If you own a gym in the city of Green Bay, can you have a provision that prevents men who, for the time being, are, you know, again, this is for people who seek to do bad things. Not for people who have, you know, other things that, determinations that they've made. 'Cause we're not judging them, but we're trying to say, is it, can a gym owner prevent a man from going into a women's locker room? Can we prevent, if there's a 80 year old woman in a bathroom, in a business in the city of Green Bay alone, can we prevent a 35 year old person, who now, a man, who maybe says he has a non-conforming, I'm sorry, I don't know how to use all the terms, if I'm offending anybody. But to go in there, and potentially assault somebody, and all he has to do is say I am identifying as a different gender today, because best I can tell, there's gonna be a commit, an unelected group of people in the city of Green Bay who are gonna referee that. And the employers themselves are going to be, this is, heck, about how this applies, and because, what does an employer want? They want certainty and they don't want to get sued. And in that particular situation, best we can tell from reading this, they could be sued by either person in this situation. If a guy walks into a girls' locker room, at any of these places, so I think there's a lot of questions, we want to ask so there's clarity, so good people who invest in businesses in Green Bay are also not living in a situation where they are gonna be publicly called out, sued, and brought, had litigation brought against them.

- Okay. Duly noted, John. We, I think we got your, the drift very well. I would, is there anybody else, Celestine?

- [Celestine] Not that I see. Anyone else who would like to speak for the first time? Okay, I don't see anyone else, Alder.

- Okay. I would entertain a motion to close the floor.

- Motion to close the floor.

- By VanderLeest, do we have a second?

- [Alder Lefebvre] I second.

- Okay, second by Lefebvre, all in favor, please say aye?

- Aye.

- All opposed, the floor is now closed. All right, some good points, there were points that were brought forward, and I, I had a talk with Alder Dorff yesterday about this too, and I said there will be some push back, so, and she assured me that this is the first kick, you know, we need to look at it, we need to go through it, I'm sure there are, maybe it's a repeat, maybe, then maybe it's not. But, you know, I think there are some concerns, I think especially from landlords and restaurant owners, and things like that, Mr. Gard brought up a couple of points. I'm sure that there's probably other issues too, and it's, it's a legal type thing, too, and I'm not an attorney, so... You know, I really feel that we need more discussion on this, you know, we can't, you know, I don't feel comfortable voting on something like this today.

- [Alder Lefebvre] Right, Chairman?

- Go ahead, yes, go ahead, Alder.

- [Alder Lefebvre] I believe, I think that what we should do then, if there was one in 1968, was it?

- Yes.

- [Alder Lefebvre] Ordinance, a city ordinance? Then I think we should look at that, we should have that reading, and then we should compare 'em, and I know things have changed since 1968, there's some big changes, and we do need to put those changes in somehow, so I think, would that be a motion, that we would, would it have to be staff look... Let's see. Maybe staff would have to bring up the '68, and look at this one, and highlight the differences?

- Yeah. I mean, I'd be, I'd entertain that. I'll probably end up looking at the ordinance, or at the 1968 one anyhow.

- I'd like to make a comment, Mark, when you're done there.

- Go ahead. Yeah, okay, Alder Le- Hold on a second. Hold on, everybody's kind of barking, here. Attorney Mather, did you want to say something? Can you hold on, Alder VanderLeest?

- Sure, I can hold on.

- Okay, Attorney Mather.

- [Atty Mather] I just wanted to note that our current ordinances, there is no existing fair housing ordinance, equal rights ordinance, anything like that, so if it's, I was unable to find anything historically that has been passed by the city, but we do not currently have a version of a fair housing ordinance, or anything else like that, on the books here in the city of Green Bay.

- Oh. That's kind of, that's surprising.

- [Atty Mather] Federal is the other question, I'm sorry, I didn't mean to cut you off, Alder Steuer. I do have answers to several of the other questions, whenever you would like me to address them.

- [Alder Lefebvre] Can I, quick?

- Yes, go ahead, Alder Lefebvre, and then-

- [Alder Lefebvre] Yes, it must not have been a city ordinance, there must be just the Fair Housing-

- That's probably the federal.

- [Alder Lefebvre] Or something.

- Yeah, I don't think you-

- [Alder Lefebvre] But I would've updated since '68, so-

- Well, I still think we need to look at that, I agree, that's probably a federal thing, and I'm sure Cheryl Renier-Wigg can help us with that, so is there anybody from, is there anybody from the city here, that you know of? You know, that can help on that? They're not here, are they? I mean, as far as, you know Cheryl and her office.

- Alder Steuer, Attorney Mather should, I think wants to, can address those questions.

- All right, well, before I do that, Alder VanderLeest, did you have any more, did you want to add something, or do you want, I'd like to hear Attorney Mather on some of these.

- I'd just like to mention that, we can't move too quick on this. I think the public has to have a chance to have an open setting, where all these issues can be addressed on a public platform, and you know, we just can't slam something together, here. We have to follow the state and the federal laws. If we don't have anything on the books at this time, then this is the first ordinance that the city of Green Bay is trying to put together. And I feel that we're, we're not up to speed on what's going on right now, in other words, we need some attorneys involved, both from the public sector, that can weigh in on this, and you know, settle some of the issues that are being brought up. Mr. Gard brought up some good issues, some of the other people that weighed in, they also brought up some good issues, and I think we have to have input from the public, and you know, I think that we should have a 60 day period where we can get some research done, and then, and we can go forward at that time. And I think that we'd have enough time to get things, don't just do it in one, that's my thoughts.

- All right, thank you, Alder. Attorney Mather, did you, could you answer some of the questions that were brought forward before by some of the citizens?

- [Attorney Mather] Certainly. And just as some follow up to the background that Alder Dorff has provided, we, since it was referred to staff by Protection and Policy, I have already been doing extensive research on this topic, both what the federal law is, what the state law... And the municipalities have done and are currently doing. And so, there, I mean, there's a lot of research that's gone into this, one of the primary goals has been to make our ordinance basically mirror or parallel with state and federal protections. So... If any, there are some provisions that are, you know, stated differently, or that are different than what's in state and federal law, however, we are not judged by state and federal law. The protected classes that are included are also ones that are found in the state and federal law, for example, while the federal government does not include sexual orientation among... The equal, in its Employment Discrimination Act and the Fair Housing Act, the State of Wisconsin does include sexual orientation. So there are, the State of Wisconsin provides some additional protections, that there are state and federal laws does not exempt, or somehow make it unnecessarily duplicative for the cities to have an ordinance, because as Alder Dorff stated, it's been determined that it is an impediment to fair housing within the city, an indirect impediment. If we do not have an ordinance on the books, that a lot, that the public as to what their rights are. And the... that Alder Dorff was referring to was produced by MSA Professional Services, Inc., which I believe helped the Housing Authority with a lot of their needs, and then Cheryl could, you know, Renier-Wigg could speak to that, more, in more detail, but that is the organization whose name is on the report.

- Well-

- Whenever you're ready-

- Yeah, hold on, Alder VanderLeest. Are you done, Attorney Mather, or-

- [Atty Mather] No, not quite yet. Sorry about that.

- That's all right.

- [Atty Mather] So, as far as the structure of our ordinance, it's largely based off of similarly situated communities, particularly Appleton and De Pere, and with respect to the concerns that were brought up about the use of facilities, and those kinds of things, my recommendation, actually, would be that we add a provision under the section 50.05, which is discrimination in public places of accommodation and amusement prohibited, and that would be sub four, which would refer to the state law that is equivalent to this provision, and just states that any exemption that is available under that state law shall apply to our ordinance, and that state statute is section 106.52, sub three, and there are specifically named exceptions in that law that would address... And is including, give me just one second. "The subsection does not prohibit the separate treatment of persons based on sex with regards to public toilets, showers, saunas, and dressing rooms for persons of different sexes." So the, we are, my recommendation would be that the same exceptions that are in state law be added to our ordinance, at which point, those concerns would be alleviated.

- That would be subsection four? That'd be subsection four? Okay.

- [Atty Mather] Yes, 50.-

- Before Alder VanderLeest, I might want you in in a second, I just wanted to ask Attorney Mather, okay, so you based this ordinance off of, you looked De Pere's, you looked at Appleton's, and there were things that were added in, maybe from the federal, some of the federal legislation that's out there, I'm just wondering if the way that we can look at both of those, if they're somewhat similar, and just see what the differences are. I would like to just see the, some of that, and I don't know how long that would take to do, but you know, I know you drew on the federal as well, and I just want to know, you know, what changes did the city of Green Bay add, that are above and beyond what the state or the federal government added? I don't know-

- [Atty Mather] Are you speaking just with the overall ordinance? Are you thinking-

- I would say, yeah, without getting too specific, you know, I wish I could get a little more specific, 'cause I haven't read it as well as I could've, but you know, and maybe I can get a little better tight, a little tighter on that, but I would say generally, the whole ordinance, you know, what is the difference between, you know, what we have here as a draft ordinance, and then what would it have been if you didn't add those specifics for Green Bay. Is that a possibility?

- [Atty Mather] Sure. I could definitely put something together. The sources from the other places that are in several locations, that was not one fluid ordinance, like this one.

- I'm not looking for this right away, and I think, when Alder VanderLeest window, I would think there, there would be plenty of time to allow for that. I'm not looking for this right away. But I just think that, you know, a lot of us want, you know, what is out there, what we are trying to come up with, you know, what we are allowed to come up with, and I'd also like input from our, from Cheryl Wigg and her staff, you know, 'cause there's a lot of questions on housing and such that I have yet, so anyway, that's just something that I need to look at, and that'll be part... Part of our work. Alder VanderLeest, did you want to say something?

- Yes. It's for the attorney. Why don't the city of Green Bay just adopt the federal and the state recommendations, and the city could eliminate a lot of problems. You know, we're talking about a thousand dollar fines, we're talking about all types of different things. I think the federal and the state are probably doing a good job, how many cases have we had brought up against the city of Green Bay at this time? How many of these cases have been brought forward? Is this a big problem? Why don't we just adopt the federal and the state as is, and move forward?

- [Atty Mather] So, one of the, oh, sorry.

- Go ahead. Go ahead, attorney.

- [Atty Mather] So, I'm actually glad that you brought up the enforcement provision. I can't actually answer your question as to how many complaints have been raised within the city of Green Bay, specifically because we don't currently have a mechanism for receiving all of these types of complaints here at the city level. So, the, this ordinance allows for people in the city of Green Bay to submit complaints to the City Attorney's office, and there's a specific jurisdictional section in this ordinance that states that, if another state or federal agency has jurisdiction, the city of Green Bay will take no action on the complaint, and will inform the complainant of whatever other body has jurisdiction, so for example, if it's an employment discrimination case, and either the state Department of Workforce Development or the federal EEOC has jurisdiction, the city's not going to look into it, the city's not going to spend any more staff time on it than just... and saying no, we don't have jurisdiction. The protections that we have included in our ordinance are covered under state and federal law, so when I reached out to other municipalities and asked how frequently do you get complaints that fall outside of the state and federal entities, they, nobody had, could remember having a case like that. I didn't hear back from , he works with bigger cities, but they also have different mechanisms set up for their equal rights commission to handle their complaints, so it's not really comparing apples to apples anyway.

- Where does the state take care, where does the state address these issues, and where does the federal government address these issues right now?

- [Atty Mather] So complaints can go to any number of places, depending on what the allegation is about. So housing complaints can go to HUD at the federal level, employment can go to the EEOC at the federal level, the Department of Workforce Development does employment... the state level, and I'm blanking on the entity that would do housing-

- It sounds to me like in order for the city of Green Bay just to follow the ordinances that the federal and the state have in effect right now, and the city of Green Bay won't be opening up for a bunch of problems for their businesses or housing, to me, it sounds like we're opening a can of worms. And a lot of the business people, from what we're hearing from the ones that have called in, they're not too happy about, you know, all the regulation that the city of Green Bay's trying to enact, do we have all that kind of time, our staff have all that kind of time to deal with these situations? I don't think we do. We don't have the resources, for number one, we don't have the financial resources to handle a lot of these things, I think the federal and the state are probably our best bet to do a good job for our citizens. And the complaints can be handled there, and they'll be dealt with there. And as far as the city of Green Bay, it just opens up a lot of problems. So I would recommend we just stay with where we're at. Adopt the federal and the state, and move forward.

- Well, Alder VanderLeest, go ahead, go ahead, Alder.

- That was my comment.

- Thank you, thank you.

- [Alder Lefebvre] Okay, Alder VanderLeest, the majority, I think, just about everything that's in this ordinance

is covered by state or federal law already. These businesses already have to follow a lot of these rules and regulations that they've put forward themselves. It's written in law already.

- So we don't need, we don't need another ordinance then. Thank you.

- [Alder Lefebvre] No, we do need an ordinance written up specifically for Green Bay, but we, like you said, we would, these here are following our state and federal. If there is something in here that doesn't follow it, then that's what we should be discussing. That's , but otherwise I think-

- Adopt the federal and the state-

- Okay, hold on. Hold on, Alder.

- [Alder Lefebvre] From what I've been hearing, from what I've been hearing and reading, in different news organizations, you know, different outlets where I'm getting the information, from what I'm reading in this, most of this, all, I think is all in there. It's already the state or federal.

- Okay, hold on, okay, thank you. We're getting a little back and forth, here.

- [Alder Lefebvre] Yeah.

- I think that we need to hold on this. You know, I was, Alder Brunette, go ahead.

- Chairman, would Alder Stevens like to speak? He's on the committee, if not, then I would like-

- Yeah, I haven't, he's blocked out, here. Alder Stevens, are you there?

- [Alder Stevens] Yeah, I'm here.

- Yeah, okay, I don't see a picture. You're there! Do you have any comments?

- [Alder Stevens] No, I do think we should hold this as well.

- Okay.

- Yeah. Chairman, if I could.

- Yes.

- Yeah, I'm in favor of holding it, and I've reviewed the ordinance, 16 pages, several times, and I've highlighted several things that I have questions about, that we really need to have an in-depth conversation, on a committee level, or at the City Council level, but preferably on the committee level. One question I have though, is what is the city's definition of discrimination? If the City Attorney or Alder Dorff, you know, through the Chair, I respect your role, Alder Steuer, what is the definition of discrimination?

- Are you asking me too?

- Well, I'm asking somebody who either drafted it, or what the city's official definition of discrimination is.

- [Atty Mather] So there is not a definition of discrimination in the ordinance, some ordinances do have them, those are something that the committee decides to be necessary or by official, we could certainly get something in writing. But under the law, it's understood to be different treatment of an individual based on

one of the protected characteristics that's defined in the law.

- Thank you, the reason I, go ahead.

- [Atty Mather] Oh, no. I was just gonna give an example, but if that's good, then you go ahead.

- No, go ahead, give the example, please.

- [Atty Mather] So, you know, if... Someone has, if there's two people otherwise equally qualified for the same employment, one person has a disability, one person doesn't, and the employer only gives it to the person that doesn't have a disability because of the lack of a disability, that's discrimination.

- Yeah, definitely, I think we could all agree on that. The point that I to make is, the definition of discrimination is important, because there could be a gray area of interpretation. And for example, in this ordinance, as far as I can tell, the City Attorney is the gatekeeper for what a valid discrimination claim would be. In other words, she can refer the individual who is complaining of discrimination to the state and federal, you know, jurisdictions. That's a good thing. I think that's proper to do. But if the City Attorney, this is not meant to, you know, not meant, directed towards the current City Attorney, because this is an ordinance that would be basically in effect for the current holder of that office or position, and future City Attorneys. It will open up interpretation of what discrimination is, based on the opinion of the City Attorney. So if we don't clearly state what discrimination is, and give examples in the ordinance, we are basically giving a lot of authority to an unelected city official, in determining what is discriminatory. And we live in a very pluralistic society, people have different opinions on several issues of life that I don't think we should give unlimited authority to the City Attorney to validate what other act is discriminatory or not. Furthermore, if the act is considered discriminatory, it then goes to a... a municipal judge, thankfully, is elected, but what qualifies that person to be the decider on what could be considered discriminatory? We have to define that. A constitutionally respected definition. So then, the municipal judge could, or the municipal judge or the City Attorney, I forget which, but they have subpoena powers. That is not something we should consider lightweight. If someone is accused of discrimination, the City Attorney or the judge, I forget which, could ask for records to prove or prove someone was violating discrimination clauses. We have to consider that, so I want people to live in peace. I love... Have equal opportunities in the city, to pursue life, liberty, and happiness. We all agree with that. And the hatred that's running deep in our society, but this is attempting to bridge that gap, and bring people together, I applaud that. But my highlighted copy of this ordinance is numerous pages, we have to define this. We can't push it through. Now Chairman, I know I'm taking some time, but I want, this is an important issue for me. So ideally, realistically, and I want to be clear on this, even though your committee votes to refer this, or hold it, the City Council can override this decision. They can adopt the ordinance as written at our meeting on Tuesday, so I want it known now, at the committee level, what my feelings are about this, so I promise I won't take too much more time, but this is a-

- Well.

- Well, Chairman, please.

- Go ahead, oh, I'm sorry. Go ahead.

- This kind of encapsulates it, there are two main things that I'm concerned about with this ordinance, in addition to the things I just mentioned. One, this is part of an email that I sent to the City Attorney's office, the Mayor, and Alderperson Dorff. I'm not gonna comment on what their response was, I don't think that would be appropriate to do. But the email, I'm paraphrasing it now, but it kind of encapsulates my belief on this ordinance, so I'd like to share that now. "This ordinance, as written, infringes on the First Amendment rights of the people in this city. With the drafting of an ordinance, we should be able to articulate specific provisions that protect citizens in exercising their First Amendment rights. Situational cases where

discrimination would be hard to prove, it seems this ordinance could invoke the assumption of guilt, rather than innocence on the accused. It seems to place the burden of proof on an accused person, that they did not discriminate. This could damage their reputation, business, and cost them thousands of dollars in legal fees. The ordinance exempts places of faith, but not individual people of faith, regardless of their religious beliefs. What I am asking is, could specific language be inserted not referencing statutes by code and number, in the text of the actual ordinance? The city of De Pere adopted a similar ordinance, and lost a federal lawsuit, I think in 2018. Is our ordinance different than theirs? I read theirs, and ours seems very language. I'm really trying to understand this. The core issue at the root of the problem is, why is this now an acceptable function of municipal government? Does this expose our city to First Amendment lawsuits? And will it essentially have the city regulate nearly every housing, hiring, and public accommodation action in the entire city? I'm on board with eliminating discrimination, but it is our burden as a city to explain what discrimination is in the ordinance, not on the day of a municipal court hearing, where a citizen could be subject to a thousand dollar fine, and public ridicule from their city government, especially if they are simply observing their constitutionally protected right to their deeply held religious faith and conscience." Chairman, one last thing, and I'll, you know, respectfully allow others to speak. In 2014, the city of Houston went through a similar situation. They put forward a discrimination ordinance past the City Council, the Mayor, I believe, was on board, and the public, once they realized what was in it, created a referendum issue, and they actually overturned it. The City Attorney, I believe, in that case, actually subpoenaed the who objected to the ordinance. So one thing that a City Council member of the city of Houston wrote in an email, when someone questioned her opinion of the ordinance, this is what she said, and this, I'm using her email, and I agree with this, so these words might as well be mine. It says, "Thank you for your recent email about the proposed equal rights ordinance. While most Houstonians and I agree," in this case, Green Bay-ian, Green Bay-ians, would that be-

- Close enough. Green Bayans.

- "I agree that discrimination of any kind is wrong. This proposed ordinance does nothing more than duplicate existing laws, add bureaucracy, and highlight the city's endless overstepping of their jurisdiction. The real question is not whether or not someone should be discriminated against. The real question is, what is the proper role of a municipal government? Cities are created to provide basic services, such as water, sewer, fire, and police protection, and infrastructure. Cities are... Not comprehensive issues like discrimination. We have different levels of government for a reason, and it is imperative that each level does not exceed their jurisdiction. If passed, this ordinance would create a new bureaucracy for the city to address discrimination complaints. Houston would have to expand government to handle the same issues already funded... The state and federal government. It is incomprehensible to me how the city can waste our time and your tax dollars to duplicate these services. There are still potholes, road repairs, and additional police and fire needs to which your tax dollars should be allocated. Cities should stick to what they were created to do. I was elected to represent my district on city matters, and I will not stand up for the city overstepping their authority." I was gonna read something a constituent sent me, I'll save that, Chairman Steuer, if this goes to the full City Council. One thing I want to remind every member of this committee, this is the oath of office. Okay, this oath of office I took in 2012, when I was represented, voted to the eighth district on the City Council, I swore this in 2018, and I swore this again in 2020. It is an absolute honor to be able to represent my constituents, my neighbors, my fellow Americans, in this city government. This is an oath of office I took three times, and each of you took as recently as April, 2020. Let me read this. "I, Jesse Brunette, being duly elected as alderperson of the city of Green Bay, district 12, do solemnly swear that I will support the Constitution of the United States, and the Constitution of the State of Wisconsin, and that I will faithfully perform the duties of said office to the best of my ability, so help me God." That is an oath of office we took, this ordinance as presented, unless we have a clear definition of what discrimination is, violates a person's First Amendment rights. And the city government has no right to do that. Thank you, Chairman.

- [Alder Lefebvre] Chairman, may I say something?

- Yes. Thank you, Brunette, for your testimony, thank you. Go ahead, Alder Lefebvre.

- [Alder Lefebvre] I want to say something about Alder Brunette. Okay, Alder Dorff was directed, directed from the RDA to put an ordinance in place, because we could... Not receiving HUD funds. So, what are you gonna do? We have to have an ordinance. So, the ordinance, from looking at it, from what I have been understanding and reading, and understanding, with the federal and the state, it looks like this follows it pretty close to their regulations, rules, and laws. So, I don't know how all this can be, I'm just saying, I'm sorry. About the constitution, you're going on and on and on and everything in our powers. Our powers are here to fulfill the laws of the state and the federal. This is what the ordinance says. This is everybody in the city of Green Bay, is to follow the ordinances, the rules, the regulations, that the state and the federal have placed upon us. It's our duty to put something together now that follows those rules, laws, regulations. That's what this is. If, I do agree, yes, let's have a definition, maybe at the beginning, what is discrimination. And I'm gonna say something about our law department, and our judges. They study the law. We don't. I never took any law classes. I haven't spent years studying and getting my law degree. They have. Yes, sometimes people do put their own personal things, and they're not supposed to. They're supposed to look at the law, and for us to understand, it's to tell us what the law means, and then for us to follow it. I, I don't think that we're going to have a rogue attorney that's going to do all kinds of weird things, or things that aren't lawful, because then there would be a lawsuit. But as long as we stay... With the state and the federal, and you don't put anything else in here, that's what I want to know, do we have things that are not in the state or the federal, then yes, then that needs to be discussed, and maybe taken out, or whatever.

- We've talked about that.

- [Alder Lefebvre] Let's follow that, okay?

- Okay, thank you. We did talk about that a little bit, I was interested in looking at the differences as well, so that's already, that's already there.

- Chairman.

- Alder Brunette, go ahead.

- Yeah, I just, thank you, and Alderperson Lefebvre, thank you, honestly, I respect your opinion. One thing I will say is, I'm actually in favor of a housing discrimination policy. That is appropriate, especially if we receive HUD funding. My point, Alderperson Lefebvre, is that this goes well beyond housing issues. This is basically the city of Green Bay, by threat of fine, of their constituency, every transaction in regards to housing, and not, housing's good, but public accommodation and hiring. This is not simply a housing ordinance anymore, I'm actually for that. We should be talking about that, stripping everything else away, and building it back up again. So to your point, Alderperson Lefebvre, I am in agreement, we need a housing ordinance in regards to anti-discrimination, I think we're in agreement there. This, what's presented, goes well beyond what the intended purpose of the original communication from the committee levels were, so thank you, I won't monopolize the time. Thank you.

- Thank you.

- [Alder Lefebvre] Can I-

- One more, go ahead, Alder Lefebvre.

- [Alder Lefebvre] There is, right, there is laws out there for hiring. There's also that, that is, there is federal. That's part of it. And there, so hiring means businesses too. So there are laws out there, with that, too. So that's why they put part of that in there. But we do need to look at the whole thing and let's make sure everything follows state and federal, okay?

- We have laws, so why are we creating more? That's the point.

- All right.

- [Alder Lefebvre] No, no, no, no, I'm not saying create more, I'm saying let's follow those laws that are there.

- All right. Thank you for all the dialogue. Alder VanderLeest, did you want to, you just sound like you wanted to jump in there.

- I'd just like to comment that we should just stick with our federal and our state laws, and that Green Bay doesn't have to, all we have to do is adapt the federal and the state laws, and we can move forward. As far as the housing laws, the federal and the state have all the information, all the rules laid down, you can follow what's presented. What have we been doing this past, for the past 45, 50 years? We're following the state, and we're following the federal laws. And I don't think Green Bay has a huge problem with discrimination. I don't think there's been many cases even brought forward.

- Well, I think that-

- They're handled with, the federal and the state are handling them, I... Just follow the federal and the state.

- Okay.

- That's what Jesse talked about as our oath of office. The federal and the state.

- Okay.

- We don't even have to add to it, thank you.

- All right, thank you, Alder. Alder Dorff?

- [Alder Lefebvre] Chair? Oh, I'm sorry. I was just wondering what kind of motion you'd want.

- Well, Alder Dorff, hold on a second. Okay, thank you. Go ahead, Alder Dorff. Go ahead.

- Alder VanderLeest, I just wanted to respond to Alder VanderLeest, as our Attorney Mather said, how do we know what the complaints are in the city of Green Bay? We have had no way to track those, because it is handled federally and by the state. So this would be a way to track them, and it would also be a way for local control, and I like things to be handled at the local level, I think it's better for things to be handled at the local level. And so, I believe that we should be looking at local control, that is the purpose of the commission. Thank you.

- All right. Some very good discussion by all, I'm very impressed. Thank you very much. Alder Lefebvre, you said you wanted to bring something forward, I would say, I would prefer to see this delayed for at least two months, so however you want to word that, I would say go forward with it.

- [Alder Lefebvre] But delay it, we can delay it, but we need something.

- Well, delay, well, we have to add, we have to flesh it out a little bit.

- Right, we need a little, Alder Steuer, we need, we can hold it to the September Protection and Policy meeting.

- Yes.

- But with some direction as to what you would like for us to bring back at that time.

- [Alder Lefebvre] Yeah.

- Well, there were a lot of threads that were brought up, and I'm just trying to figure out how to succinctly do that. Alder Brunette, I would defer to you, go ahead.

- Well, what I would recommend, one of the speakers early had a very good point, there's issues with the entire city having access to Zoom, and using this format. Keep in mind, this ordinance covers so much of, so many issues with the city, housing, employment, and public accommodations, basically effects numerous people and subjects them to a possible thousand dollar fine, so landlords, business owners, people who hire should be able to access this meeting in person, so I would almost wonder if it would be more appropriate to delay to the time where the City Council could have an in person meeting, so we can welcome people from the community, and pack our chamber councils, that would be great, because I legitimately want to hear what people's opinions are, and even though they may oppose me and my reasoning, I want to understand theirs, because I want to help with discrimination issues in the city. This ordinance does not, is not the way to go, though. I'm telling you, that's my opinion.

- Okay, thank you. Alder Dorff?

- [Alder Lefebvre] Can I make a comment on that? I will not be able to-

- Go ahead.

- [Alder Lefebvre] I will not be able to attend in person. I will not come, I cannot. I have to, you know, because of my, because of the virus. Until the virus is gone, we, if we cannot have a building, even for other people, where they can socially distance, listen, you gotta be six feet apart. Do we have a place that that can be done, where we can do, some can go by Zoom, if they do not feel comfortable coming in in person-

- That's the option. We can have a hybrid, we can have a hybrid type meeting, where we can have both, so you can-

- [Alder Lefebvre] We can do that, right.

- Yes.

- Alder Steuer, I would-

- Yes, go ahead.

- Yes, there's difficulty in setting, or holding this item for a date not yet certain, we're not sure what, the situation is dynamic, we're not certain what's going to be happening in the next month, in the next two months, three months.

- Right, is this time sensitive? Is this time sensitive, I guess? You know, I-

- To my understanding, it's not. I will defer that to the City Attorney, or Attorney Mather.

- [Atty Chavez] This is a, this is Attorney Chavez. What I would recommend at this point, since it's not really

clear what you guys want to do, is hold it till the next month, so that you have an opportunity to review it, and provide directions to staff at that time. And then, hopefully you'll have a better idea of whether or not you'll be able to set a meeting date, or a consideration at that time.

- Are you good with that, committee?

- I'd like to make a comment on that.

- Go ahead. VanderLeest.

- I feel that we should try to engage the public. I think we should give 'em a 60 day period, so the public can look over what's on the, what's being proposed, and then we can move forward, and we can iron out a lot of things within the next 60 days. We don't have to push it to the next meeting. It takes time to dig into some of these issues, and I feel that we should alert the public what's going on, as far as what's being proposed, and get some feedback from the public as well. And then, then we can make some good, good input.

- That's fine. That, I don't, I don't disagree with that, but Attorney Chavez brought up a good point. We need to move forward, here. I think we're gonna delay this, so whether we move it to our next meeting, We could direct staff to look at that. Once we have that in place, then we can pick out a date, at that time, correct, Attorney Bungert?

- Right, or at that point it could be held over to the next, to the next P&P meeting, I don't think necessarily the committee was discussing having a special meeting.

- Okay, so I'm asking the committee, somebody bring a communication, or not a communication, but just a motion forward, please bring a motion forward.

- [Alder Lefebvre] Can I ask for a quick question? Is this easy to access for the people to go to the Green Bay site? This ordinance, how it's written, right now, so that those people can see it, and then they can respond, you know, they can send emails, call us, or whatever?

- [Celestine] So, we do actually have a new portal, this is Celestine Jeffreys, Chief of Staff. We have a new portal that we have not yet activated, where people could see proposals, such as this, and take a look at them. You know, it's not on, and Attorney Bungert can correct me, but it's not on our Municode site, because of course, it's not yet an ordinance. But we do have that ability to post this, it is not live, that module is not yet live. But we have actually been working on that for a couple of months, so that we can inform members of the public of upcoming changes in policies, laws, et cetera.

- Well, 'cause as long as they have an opportunity to look at that and give input accordingly, I think that's important.

- [Celestine] Yes, the input-

- I agree with Alder Lefebvre on that.

- [Celestine] The input would go to the council.

- Good, thank you.

- I couldn't hear any of that, Mark.

- What's that?

- I didn't hear that last, there was, Attorney Chavez was speaking, I didn't hear that part of it.
- That was, no, that wasn't Attorney Chavez.
- [Alder Lefebvre] Celestine.
- It was Celestine.
- Pardon me, Celestine, I didn't hear all of what you said.
- [Celestine] Sure, sorry, I walked away. Thank you, Alder VanderLeest. The, Alder Steuer had asked about having input, and the input really needs to go to the council members. I don't think that that is set up as an automatic, but your email addresses are on our website, and so, we would just direct people to talk to you.
- Well, I can see with a draft ordinance, you know, that, even though there's a lot of questions, you throw that out to the public, you know, it's great to be transparent and everything, but that could open a whole lot of things, too, so I feel okay that if the citizens get in touch with their alders on this, that we can direct them accordingly, and I think, I think that would work, to me, in my mind.
- That's fine, thank you.
- All right. All right, are we done yet? Can we get a motion, please, somebody? Help me out.
- [Alder Lefebvre] I'll make a motion that we hold this to our next committee meeting in August, that would be the 10th.
- August 10th.
- [Alder Lefebvre] And that we get input, and that we research this, we look at it, we get our own input, we get input from the public on this issue, as long as they are aware that this is happening.
- Was that a good enough for you, attorney?
- [Atty Chavez] Yes.
- Attorney, okay. Do we have a second?
- [Alder Stevens] Second.
- Second by Stevens, any other discussion? All in favor, please say aye.
- Aye.
- All opposed? That passes unanimously. That was very, very well thought, thank you. So.
- All right, item number 17.
- 17, consideration with possible action on general ordinance number 22-20, repealing and recreating section 6.39, Green Bay Municipal Code, relating to mobile food establishments. Staff?
- [Atty Chavez] Attorney Chavez?

- Yes, go ahead, thank you.

- [Atty Chavez] So essentially, what has happened is the current food truck ordinance has been essentially unworkable for staff, and so, we're running into issues with enforcement. We are looking at doing an entire overhaul of the ordinance, but because right now, it's not being enforced, that means that we're also losing revenue from people not registering, and that's not enforcing against them, or licensing, and that's not enforcing against them. So what we've done at this point is parsed it down to the things that we know we're able to enforce, that the police department's comfortable enforcing, that's really the issue, is the police department's having issues enforcing it. And so, with these revisions, all the departments feel comfortable moving forward with it, and we will come back with revisions for a full ordinance after we get to, as you guys are aware, we've got a pretty full load of ordinance requests at this point, so once we get that down to that one, we'll bring a full ordinance back to the committee, but this just gives us something that everybody's still comfortable enforcing, otherwise, we're just not, we're not regulating food trucks in the city of Green Bay.

- So, you're looking for an approval at this time?

- [Atty Chavez] Correct.

- [Alder Lefebvre] Can I ask one question?

- Yes, you may.

- [Alder Lefebvre] Transfer license, "A license issued under this sub chapter shall not be transferable from person to person," I get that. "A license is valid for one vehicle only, and shall not be transferable between vehicles." But someone might have, in their business, they might have two vehicles, maybe they do one on the east side and west side, it's the same person, do they have to have a separate license for each one, then? Or is that considered... One.

- One licensed?

- [Alder Lefebvre] Yeah, yeah.

- [Atty Mather] So, this is Attorney Mather. So, the ordinance provides that those two separate trucks in two separate locations would each be considered their own mobile food establishment, and the ordinance does require that they be licensed separately.

- [Alder Lefebvre] Okay, even though they're the same business?

- [Atty Mather] Correct.

- Okay. That's good, thank you.

- [Alder Lefebvre] Okay.

- All right. I peeked at it, I have no big issues with it, I don't know if-

- Motion to approve.

- Okay. Do we have a second?

- Second.

- Motion by VanderLeest, second by Stevens, any other discussion, all in favor, please say aye.
- Aye.
- All opposed. That passes unanimously.
- All right, we are on to the informational items. The first one is the liquor violation report for July 13th.
- So, one of my favorite parts of the meeting. Liquor violation report for July 13th, 2020. Lieutenant.
- The good news is, for this item, we have nothing to report, so it's a quick item.
- Time to party, thank you very much.
- Mark, I got a quick question for the lieutenant.
- Yes.
- I got a quick question for the lieutenant.
- Go ahead.
- I got a magazine from the Packers, and it's got your picture on it, and you're doing some good work there. I'm gonna save it for you, okay?
- Oh, thank you very much! Was that, I know we did a, a thing with the Brown County Youth and the Packers, a movie night.
- I got that book, so I'm gonna give it to you.
- Okay, great, thank you very much!
- Are we gonna be able to deal with you now in the future? I mean, that's kind of big stuff.
- Yeah, unfortunately, you're stuck with me for a while.
- Well, that's great!
- [Alder Stevens] A motion to receive and place on file.
- Thank you, Alder, that's what I was looking for. Second by Lefebvre, all in favor, please say aye.
- Aye.
- All opposed, that passes unanimously.
- All right, we have one more informational item, this is the report regarding liquor licenses that Alder Lefebvre had requested, basically a listing of all liquor licenses by type, by category, in the city, along with a corresponding map as to their locations.
- Very good work.

- [Alder Lefebvre] Can I-
- Go ahead.
- [Alder Lefebvre] Can I ask for, and I'll pay for a printed form? Because on my screen, I can't get the whole column.
- I'll make one for you. I'll make one for you.
- [Alder Lefebvre] And I would like the map, I'm sorry.
- Well, maybe-
- [Alder Lefebvre] It's a, yeah, I'm a more visual person, and then to keep it on my computer, I can't print right now, my printer's-
- Could we get a copy of that, attorney, for the committee? Can we get a copy of that?
- Like a hard copy mailed to you?
- Yes, yes.
- We, yeah, we can, I can have the clerk's office print it up.
- Alder Dorff, would you like one of those, too? You don't want one? Okay, all right.
- Sure, I would like one, that would be great!
- I'm just saying, if you're gonna just do the committee, we could do the whole, all the entire council, I don't know, I was just throwing you-
- Oh, sure! That's very thoughtful, I appreciate it, thank you.
- All right, can you do that, deputy? Ms. Attorney?
- Yes, yes, I will inquire with the clerk's office to be able to prepare that and send that out, sure.
- I'd appreciate that.
- [Alder Lefebvre] Okay.
- All right. So then, we are looking for a motion to receive and place on file.
- [Alder Stevens] Motion to receive and place on file.
- Second.
- Motion by Stevens, seconded by VanderLeest, all in favor, please say aye.
- Aye.

- All opposed? That passes unanimously. Did we get through?
- Yep, we are on adjournment.
- Oh!
- Motion to adjourn.
- [Alder Lefebvre] I make a motion to adjourn!
- Okay, by Lefebvre, do we have a second? VanderLeest? Wow. This has been one fun week, I'm gonna admit. Or two weeks.
- [Alder Lefebvre] I've still got stuff on my emails to read, so yeah.
- Well, you know what, I mean, there's some committees, I mean, we really had it tough this time, but you know, there's other times where other committees have quite a bit on their plate as well.
- [Alder Lefebvre] So right.
- That's part of the enjoyment of public service, right? Part of the enjoyment?
- [Alder Lefebvre] That's right.
- Thank you, Mark, for all your help.
- Yeah, well, thank you for-
- All the committee members as well. I wish everybody the best, have a nice evening.
- Yeah, you too, and I think-
- We do still need, we do still need to vote. We haven't voted on-
- [Alder Lefebvre] Oh, that's right.
- We don't want to vote, we want to stay! We want to stay!
- [Alder Lefebvre] Oh yeah, right, we just want to leave, no.
- Okay, all in favor for adjournment, please say aye.
- Aye.
- All opposed? Another two days.
- [Alder Lefebvre] Yeah, yeah.



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

MEETING DATE

August 3, 2021

PREPARED BY

AGENDA ITEM # O.2

To approve a renewal liquor license application for a "Class B" Combination license by Dawn Van Pay at 1610 Cass St. *(The Protection & Policy Committee took final action on this item at the July 26, 2021 Protection & Policy Committee).*

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. sharpescans@greenbaywi.gov_20210630_151033



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

MEETING DATE

August 3, 2021

PREPARED BY

AGENDA ITEM # O.3

To approve a request by Richard Craniums at 840 S. Broadway to temporarily extend their licensed premises to the outside parking lot on September 25 for CraniumFest, subject to complaint.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. CraniumFest Protection and Policy Letter
2. CraniumFest Protection and Policy Layout



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

MEETING DATE

August 3, 2021

PREPARED BY

AGENDA ITEM # O.4

To approve the release of the 2020-2021 "Class B" Combination licenses to the pool of available licenses due to no action take for the 2021-2022 license year.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Application not completed for 2021

Application not completed for the 2021-2022 year

Koko's Sushi Bar & Lounge

Kokoro, LLC

at 301 N. Adams St.

No Limits Bar

Quilts and Beer, LLC

At 500 N. Baird

Phat Headz II

Phat Headz II, LLC

at 420 N. Clay St.

The Tenet

Tenet, LLC

at 2475 W. Mason St.



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

MEETING DATE

August 3, 2021

PREPARED BY

AGENDA ITEM # O.5

To approve an available "Class B" Combination license by Appleton Golf, LLC at 2255 Main St. with a license description as "10,000 square feet, open concept w u-shaped bar 5 golf simulators on left/rt w/ bathrooms, off, back storage," with the approval of the proper authorities.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. CLASS B LICENSE STIPULATION.MERRILLJ.372
2. 2255 MAIN ST
3. 300'



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

MEETING DATE

August 3, 2021

PREPARED BY

AGENDA ITEM # O.6

To approve a request by I.T. Department to discontinue use of Green Bay Public Television Channel 4 in lieu of repairing malfunction equipment.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 3, 2021

PREPARED BY

AGENDA ITEM # O.7

To refer to staff a request by Ald. Lefebvre for an update on fireworks. Requesting that the Green Bay shorten the time permitted to sell fireworks to 2 days before the 4th of July and ends on the eve of the 4th of July.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2021-07-08 Dist 6 to P and P



Alders' Petitions and Communications

Name:

Committee Name:

Today's Date: 07/08/2021

Text of Communication:

Update on fireworks. Requesting that the Green Bay shorten the time permitted to sell fireworks to 2 days before the 4th of July and ends on the eve of the 4th of July.

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



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

MEETING DATE

August 3, 2021

PREPARED BY

AGENDA ITEM # O.8

To approve a request by Ald. Scannell for the city to pass a notpartisan redistricting resolution.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2021-07-08 Dist 7 to P and P



Alders' Petitions and Communications

Name:

Committee Name:

Today's Date:

Text of Communication:

For the city to pass a nonpartisan redistricting resolution. Proposed resolution language on the 2nd page.

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

WHEREAS, under the state constitution, the majority party of the legislature is directed at its next session following the decennial federal census to redistrict legislative districts according to the number of inhabitants; and, at the same interval, the legislature also reapportions congressional districts pursuant to federal law; and

WHEREAS, the current procedure stifles political participation, discourages collaboration and compromise, and lacks the fairness necessary to our democratic process, by undermining the principle of one-person-one-vote; it allows the legislature to choose its voters rather than the voters choosing their representatives; and

WHEREAS, a non-partisan process promotes more accountability and transparency and prohibits the consideration of voting patterns, party information, and incumbent's residence information or demographic information in drawing the maps, except as necessary to ensure minority participation as required by the U.S. Constitution; and

WHEREAS, the 2011 Wisconsin legislative process to draw the maps and fight litigation contesting those maps cost taxpayers nearly 1.9 million; and

WHEREAS, a panel of federal district court judges has ruled the the redistricting done in Wisconsin in 2011 was unconstitutional; and

WHEREAS, redistricting to achieve partisan gains is improper, whether it is done by Republicans or Democrats.

THEREFORE BE IT RESOLVED, that the City of Green Bay firmly asserts upon the creation of a nonpartisan procedure for the preparation of legislative and congressional redistricting plans.



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

MEETING DATE

August 3, 2021

PREPARED BY

AGENDA ITEM # O.9

To refer to staff a request by Ald. Brian Johnson, for consideration and possible action to modernize the ordinance and permit fees related to the operation of food trucks in the City of Green Bay including possible partnership with the Brown County Health Department.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2021-02-24 Dist 9 to P and P



Alders' Petitions and Communications

Name:

Committee Name:

Today's Date:

Text of Communication:

For consideration and possible action to modernize the ordinance and permit fees related to the operation of food trucks in the City of Green Bay including possible partnership with the Brown County Health Department.

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



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

MEETING DATE

August 3, 2021

PREPARED BY

AGENDA ITEM # O.10

To refer to staff a request by Ald. Galvin to reexamine the municipal fine for possession of marijuana.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2021-07-15 Dist 4 to P and P



Alders' Petitions and Communications

Name:

Committee Name:

Today's Date: 07/15/2021

Text of Communication:

to reexamine the municipal fine for possession of marijuana

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



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

MEETING DATE

August 3, 2021

PREPARED BY

AGENDA ITEM # O.11

To hold to the August 23rd meeting a request by Ald. Brunette to consider a refund of inspection charges for 2593 Sumac Place.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2021 TEMPLATE Petitions and Communications P&P
2. invoice_deboth



Alders' Petitions and Communications

Name:

Committee Name:

Today's Date: 06/30/2020

Text of Communication:

To consider a refund of inspection charges for 2593 Sumac Place.

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



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

MEETING DATE

August 3, 2021

PREPARED BY

AGENDA ITEM # O.12

To receive and place on file The Liquor Violation Report for July 26, 2021.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 21LiqVio
2. Report July 26 2021
3. 20LiqVio



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

MEETING DATE

August 3, 2021

PREPARED BY

AGENDA ITEM # O.13

To receive and place on file the Report on Homelessness, Green Bay Police Department.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 7.20 Report



Green Bay Police Department

Crime Analysis Unit

Produced by: Crime Analyst Melissa Warych

Released: July 20th, 2021

SHELTER INAPPROPRIATE/CHRONIC RESOURCES REPORT

This document is being produced per request of Alderman Galvin to be issued to the Protection and Policy Committee. This report will attempt to quantify the amount of resources utilized by persons who are “shelter inappropriate” and those who chronically consume community resources. Shelter Inappropriate is described as, *‘people who are unsheltered and not accepted in the current shelters that Green Bay offers. These persons are not engaging in, or able to engage in, placement in a standard shelter setting at the present time due to either the inability to provide adequate self care or because of high barrier needs like mental health and/or AODA.’* Information that will be tracked will include: # of police contacts, # of time spent on calls, whether or not the subject needed Fire/Rescue, ER, or went to Jail, public/private or park property and disposition. Note: if more than one officer was on a call, police time will be doubled. To simplify this report, if two subjects were on the same call, the number of police minutes will be doubled as well.

This report will be continuous until the end of summer and the goal is to deliver an updated report to the committee for each meeting. Individuals will be tracked by a number and no personal information will be given. The information that will be tracked will allow stakeholders to assess long term solutions to lower the amount of community resources utilized by this group of individuals. It is important to note that these num-

CUMULATIVE TOTALS APRIL 1ST, 2021-July 19th, 2021

\$1.16 Per Minute	\$ Value	# Minutes	Total # of Calls	Total People	Active People
	\$9918.08	8586	153	19	11

CONTACTS FROM APRIL 1ST, 2021 —July 19th, 2021

Subject	\$ Value	# Minutes	# of Calls	Rescue	ER	Jail
1	\$1408.60	1227	30	—	2	—
2	—	—	—	—	—	—
3	\$73.08	63	2	—	—	—
4	\$480.60	414	12	—	—	1
5	\$893.20	770	12	1	0	2
6	\$2829.40	2465	32	5	11	1
7	\$151.96	131	4	—	—	—
8	\$26.68	23	2	—	—	—
9	\$350.32	302	9	—	—	—
10	\$40.60	35	2	—	—	1
11	\$206.48	178	5	1	1	—



Green Bay Police Department

Released: June 4th, 2021

Crime Analysis Unit

Produced by: Crime Analyst Melissa Warych

SHELTER INAPPROPRIATE/CHRONIC RESOURCES REPORT

Continued from Page 1

Subject	\$ Value	# Minutes	# of Calls	Rescue	ER	Jail
12	\$789.64	678	5	1	--	1
13	\$462.40	399	4	0	1	--
14	\$836.36	721	3	--	--	2
15	—	—	—	—	--	--
16	—	—	—	—	--	--
17	\$56.84	49	1	—	--	--
18	\$8.12	7	1	--	--	--
19	\$1303.80	1124	29	--	--	3

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

August 3, 2021

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

Stipulations placed on licenses shall continue to be in effect.

OPERATOR LICENSES

Abdulkadir, Mona	Carter, Mariah Q	Ferris, Jayme M
Adams, Sheenah M	Chang, Lee	Fields, Amanda M
Albright, Andrew J	Charlier, Joseph J	Flores, Julio
Allen, Laura L	Childers, Jacob S	Forstrom, Emily E
Anderson, Ashley A	Chosa, Jr., Daniel G	Fritz, Gabrielle E
Angell, Jamie L	Clark, Linnea I	Fuerst, Shonna D
Archiquette, Alisa M	Cleereman, Sue E	Galvez, Donna R
Atherton, Doris J	Comins, Dakotah J	Garrity, Jacob L
Baeten, Makayla R	Corn, Rose M	Gehrke, Brooke C
Baril, Brooke A	Cornell, Trevor R	Gellin, Keyonna R
Barlament, Diane E	Cornell, Wendy J	Gerczak, Jeffrey J
Bartram, Dana J	Cruz Arzola, Miguel A	Gerczak, Joseph J
Beauchamp, Nicholas J	Curtis, Michael J	Gilson, Darla G
Becker, Bonnie F	Dahlgard, Kristy A	Glinski, Tyler W
Bellin, Jennifer M	Dalton, Kayla M	Gosse, Kelsey A
Bequeaith, Donna M	Dashnier, Barbara J	Gossen, Tina F
Berthold, Andra K	De Clerc, Matthew S	Graves, Hailey P
Berthold-Hansen, Brett W	DeBaker, Olivia Q	Green, Brianna M
Bitters, Abigail L	Dellemann, Carly Rae	Hanold, Caedyn SE
Boucher, Donald J	Dellemann, Tori A	Hart, Jasmone S
Boyd, Samuel J	Delmont, Jacob D	Harvey, Amanda L
Boyle, Leslie M	DeMars, Brittney J	Haupt, Alexia A
Brandt, Irina	Diny, Neil P	Hendrick, Michael R
Brennan, Kiley A	Dobberpuhl, Zoe A	Hipke, Emmalynne R
Bristol, Haley M	Dorner, John P	Hoerres Lessmiller, Lee
Brunette, Nora F	Drew, Robin M	Hoffman, Amy K
Buhr, Brenda L	Dugan, Jean M	Hrubesky, Stephan J
Burkart, Rhea L	Ehlinger, Shane M	Huff, Alyssa Rae
Butcher, Alli M	Ekberg, Chelsea D	Huguet, Pamela A
Carlson, Tina R	Ely, Matthew C	Hull, Kimberly A
Carlson, Tracey L	Engebos, David J	Hunter, Maria JM

Jackson, Yolanda A
Jacobe, Jill M
Jacques-Thyrion, Angeli J
Jansen, Cynthia A
Jaworski, Tina M
Jensen, Silvija
John, Marcella M
Johnson, Brady J
Jolin, Carmen E
Jones, Christopher O
Judkins, Hannah M
Kajune, Tony L.
Karabon, Alex S
Killoran, Kathryn S
Kilps, Spencer J
Kirchmayer, Denise R
Kirchner, Halle J
Kleiber, Beth A.
Knutson II, Richard A
Kostreva, Toni S
Kropp, Sidney E
Krueger, Andrew S
Krueger, Jade M
Kruse, Carol M
La Fave, Mike D
Laes, Ecocate
Laluzerne, Jason H
Lamkin, Joshua J
LaPine, Zoey J
Larsen, Jennifer A
Lasee, Theresa M
Lederhaus, Jason M
Lee, Wendy A
Lewins, Patrick L
Ley, Edward D
Libassi, Jesse M
Liggins, Lisa A
Little, Jonathan TC
Maass Jr., Dallas J

Malcheski, Mary E
Martell, Quinn M
Martinez, Savonna M
Matzke, Kevin J
Maurer, Sandra K
McAtee, Deangelo F
McClellan, Kande S
McGregor, Laurie A
McKeever, Cassandra J
Meeuwssen, Heather M
Miceli, Alison M
Mielke, Matthew J
Miller, Chad
Miller, Helen C
Miller, Jesse J
Mohr, Tatiana A
Moorehead, Chaleigha J
Mraz, Nicole M
Natzke, Janie L
Ness, Dianne M
Neubauer, Savannah N
Nguyen, Beau T
Nooyen, Patrick J
O'Donnell, Joanne H
Oelschlager, Brianna M
Olp, Tony M
Parsons III, John C
Pennock, Jay R
Perrine, Elizabeth M
Perry, Madison C
Phillips, Maurice S
Phomsaath, Amaya L
Pier, Cynthia A
Pingel, Alex J
Piontek Cotter, Alissa J
Place, Haylie P
Pleau, Rosemary
Ponchaud, Casey M
Popke, Susan J

Prescher, Andrew L
Pryes, Melissa M
Rajkowski, Leeann E
Robertson, Kaleb M
Ross, James I
Rouse, Susan S
Rupiper Sr, Brian K
Sandoval, Jr, Pedro
Sann, Kenneth R
Schafer, Teal N
Schauer, Benjamin J
Schauer, Nathaniel J
Schmiel, Crystal L
Schmitz, Zachary W
Schuessler, Jeremy R
Schuman, Teresa J
Schwedrsky, Donald R
Seigfreid, Karen M
Sellenheim, Betty M
Sense, Sharee C
Sherry, Pamela L
Shimon, Gina M
Simon, Mikayla M
Skalecki, Jake R
Smeester, Liam T
Smith, Destiny L
Smith, Justin M
Snow, Jodi L
Sodergren, Jorden P
Stache, Harold J
Starnes, Kayla A
Stary, Jayne E
Staudenmaier, Bradley
Stephan, Courtney L
Stocker, Sara E
Swanson, Amber N
Terpstra, Donald E
Theisen, Robert J
Thibodeau, Casey A

Thompson, Otis J
Thompson, Richard E
Thomson, Sally A
Thrun, Tracy N
Thyne, Amy S
Thyrion, Rick R
Thyrion, Robin E.
Toutenhoofd, Peter E
Townsend, Austin J
Trepanier, Kristin N
Vallier, Kathleen A
Van Caster, Mary K
Van Haveren, Maxwell J
VanBoxel, Laura J
VanGruensven, Tami L
Vann, Corey L.
Ventimiglia, Savanna J
Verhagen, Stacy L
Verheyen, Donald J
Vicenzi, Shawn A
Voelker, Jessica J
Wagner, Trent W
Walton, Emily E
Webster, Barbara L
Webster, Candy L
Wenzel, Megan M
Werchek, Alyssia RA
Western, Kara R
Westrich, Justine A
Weydt, Claire E
Whitehouse, John G
Wiegert, Paula G
Williams, Jennifer L
Williams, Skylar R
Williquette, Christine A
Wilson, Renita R
Witham, Macey SL
Wood, Benjamin G
Xiong, Suemay N

Yang, Caitlyn C



Report to the Green Bay Plan Commission

MEETING DATE

August 3, 2021

PREPARED BY

Paul Neumeyer, Staff

AGENDA ITEM # Q.1

To authorize a Conditional Use Permit (CUP) for a metal storage building exceeding 120 sq. ft. in a Public Institutional (PI) district located at 1520 South Point Road, subject to compliance with all of the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit (CUP), including standard site plan review and approval. (Public Hearing held 07/26/2021)

BACKGROUND

Address of Request: 1520 South Point Road

Aldersperson/District: Ald. Jesse Brunette / District 12

Reason for Request: To permit a detached metal accessory building.

Surrounding Zoning and Land Uses:

SUBJECT	Public Institutional (PI), Lombardi Middle School athletic field.	
NORTH	Low Density Residential (RI)	Single-family homes
SOUTH	Rural Residential (RR)	He-Nis-Ra Park
EAST	Low Density Residential (RI)	Single-family homes
WEST	Public Institutional (PI)	He-Nis-Ra Park

Comprehensive Plan: The 2022 Smart Growth Plan designates the subject area as Park.

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

Report: The subject property is located on the southwest corner of West Point Road and South Point Road and is the location of Lombardi Middle School. The parcel contains approximately 26 acres and shares the parcel Martin Lutheran King Elementary school to the west. The elementary/middle school parcel has a Public Institutional (PI) zoning with low density residential zoning surrounding the campus.

The proposal by Green Bay Area Public School District is to construct a new athletic equipment storage building west of Lombardi Middle School, northeast of the athletic field. Per the application submitted by the property owner: "The existing building is no longer suitable for storing athletic equipment and GBAPS has deemed the structure not repairable. The existing building has significant structural flaws, roof leaks,

vandalism damage, animal damage and is aesthetically displeasing. The location of the existing building also leads to insect and varmint damage, as well as vandalism and unmonitored loitering. The existing building will be demolished once the new building is operational.”

“The new structure will be located closer to the main facility to create functional use for gym class and athletic events. In its new location, it will also be under camera surveillance and visible to neighborhood patrol to discourage vandalism and other unmonitored loitering. GBAPS is requesting a conditional use permit to allow this athletic storage facility to be constructed as proposed with a metal exterior finish. The metal exterior finish is designed for not only longevity and low maintenance, but also to be aesthetically pleasing using school colors.”

The Zoning Ordinance Section 12-205(e) establishes seven standards for the Plan Commission to consider when reviewing a conditional use permit:

1. *The establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, or general welfare.*
2. *The establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.*
3. *The conditional use, its exterior architectural design, and functional plan of any proposed structure will not be injurious to the use of other property in the immediate vicinity nor substantially diminish or impair property values within the surrounding neighborhood.*
4. *Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.*
5. *Adequate measures have been or will be taken to provide ingress and egress and so designed as to minimize traffic congestion.*
6. *The conditional use shall have adequate parking facilities as specified in subchapter [13-1700](#).*
7. *The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located and all other applicable city ordinances.*

The Zoning Code, Section 44-883(b) (5) accessory buildings, requires structures with a metal exterior finish exceeding 120 sq. ft. be permitted only by conditional use permit. The new 900 sq. ft. (30 ft. x 30 ft.) storage building will be replacing the existing 24 ft. x 24 ft. storage building. The proposed request is compliant with the CUP standards above.

The proposed building is proposed to be metal clad and will feature wainscoting and soffits with Enduracote colors to enhance the aesthetic. The colors match the Lombardi Middle School mascot and logo. The proposed building is proposed at approximate height of 16 feet. Building elevations of the facades and the site plan are attached within this agenda.

The proposed CUP does not conflict with the current and future land uses as reflected in the City's Comprehensive Plan. The proposed structure is incidental to the footprint of the middle school and the overall campus and is located to the rear of the principal use. The building has been sighted as far south as possible and is not visible to the public right-of-way or any immediate adjoining residential property owners. Ald. Jesse Brunette and adjacent property owners have been notified of the request. As of the drafting of this report, staff has received no calls or objections to this request.

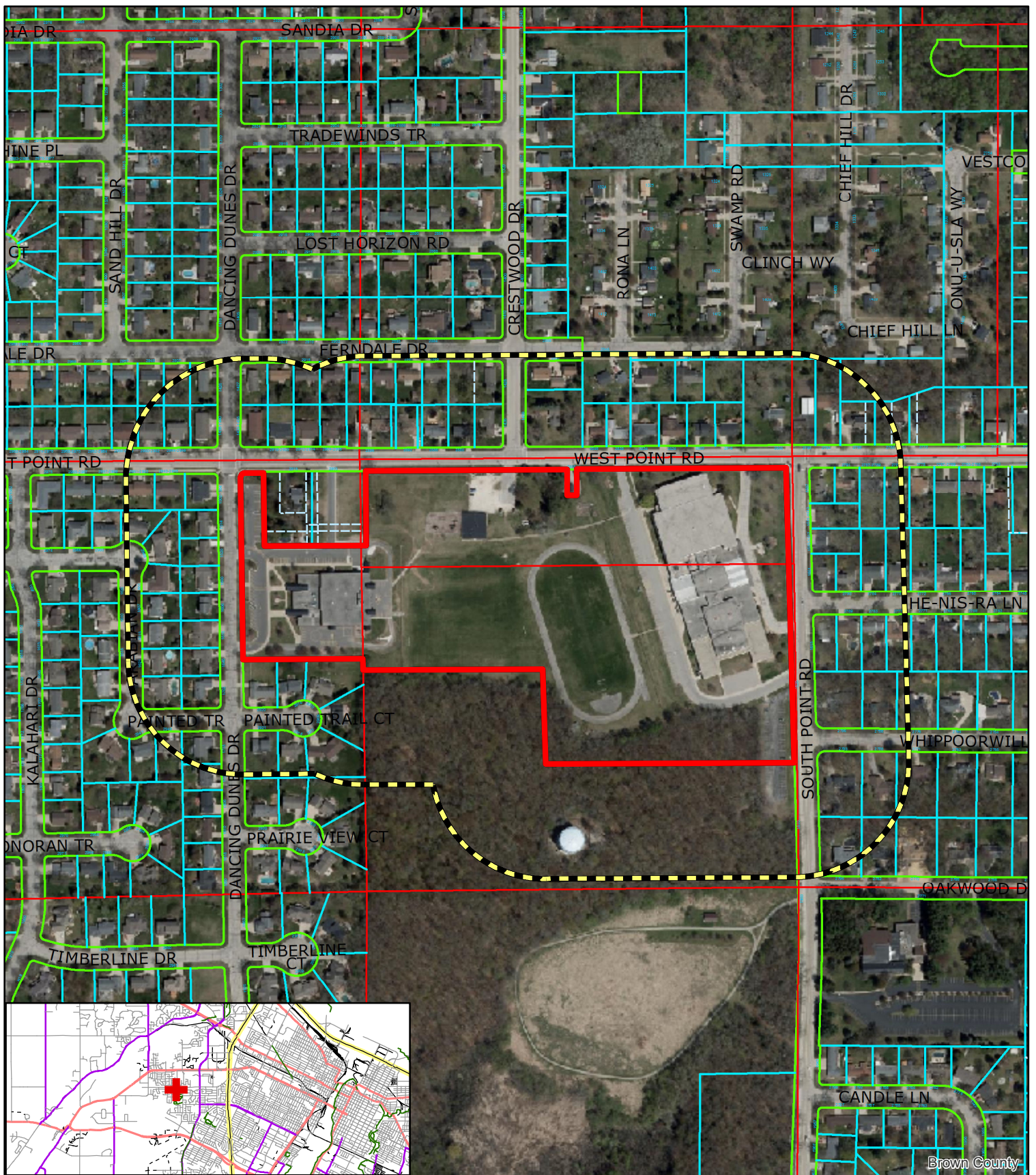
RECOMMENDATION

Recommendation: Approval of the request, subject to compliance with all of the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit (CUP), including standard site plan review and approval.

FISCAL IMPACT

ATTACHMENTS

1. ZP 21-18 letter
2. Exhibit B - Lombardi Middle School CUP
3. Site_Bld Elev - Lombardi Middle School



Zoning Petition (ZP 21-18)
Proposed Conditional Use Permit (CUP)
1520 South Point Road

- Subject Area
- 400' Property Owner Notice

0 5,000 10,000
 Feet



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

LOMBARDI MIDDLE SCHOOL ATHLETIC STORAGE BUILDING

EXHIBIT B

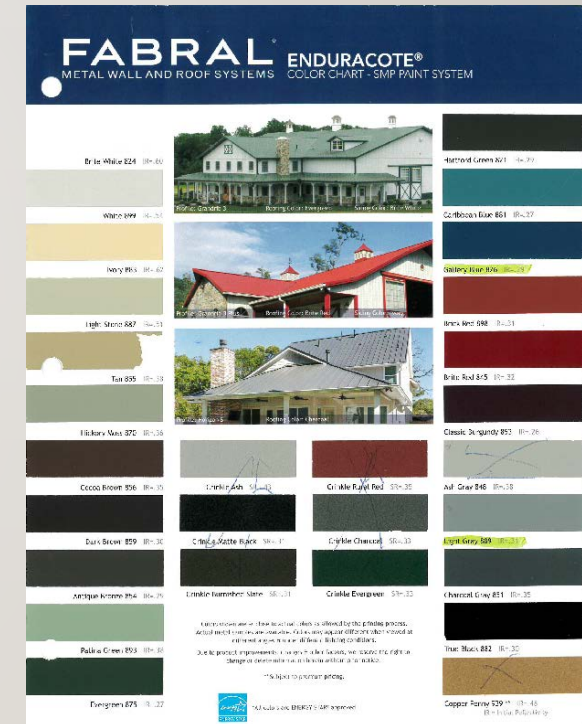


EXISTING ATHLETIC STORAGE BUILDING



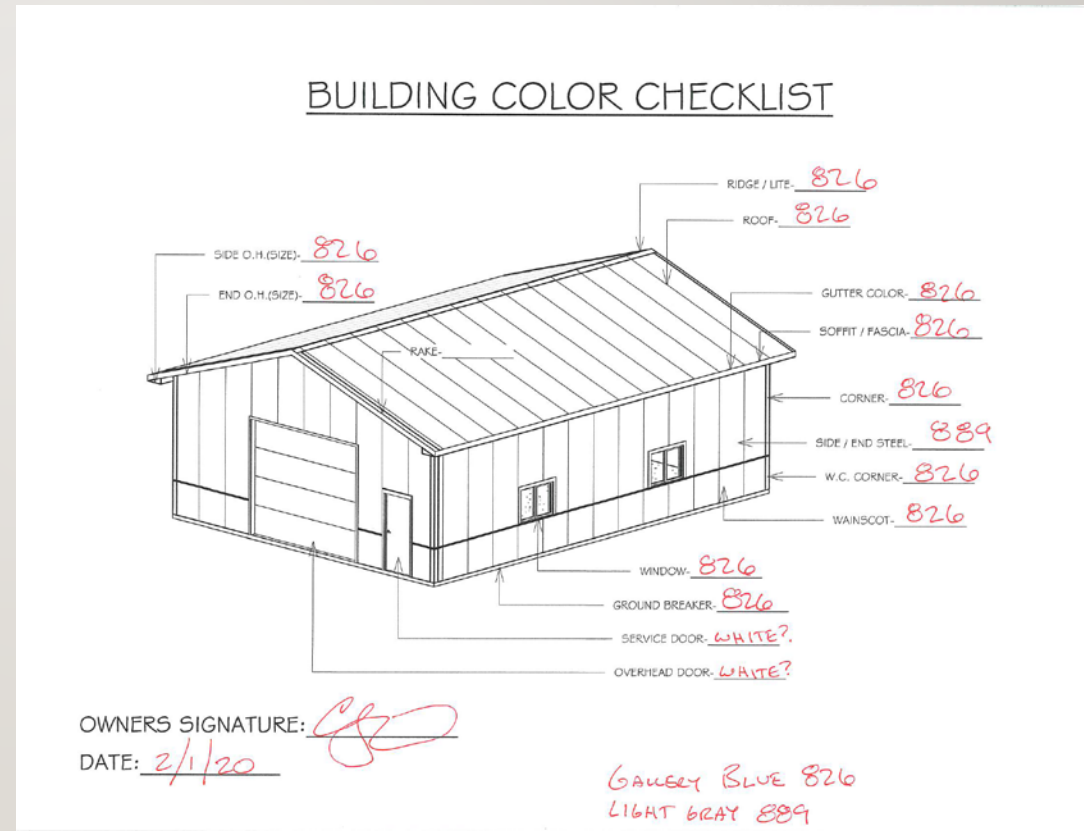
NEW ATHLETIC STORAGE BUILDING COLOR & DESIGN

- The proposed colors are gallery blue and light gray
- These are inspired by the school mascot and logo
- These images will also be attached in pdf form for better viewing



NEW ATHLETIC STORAGE BUILDING COLOR & DESIGN

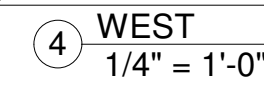
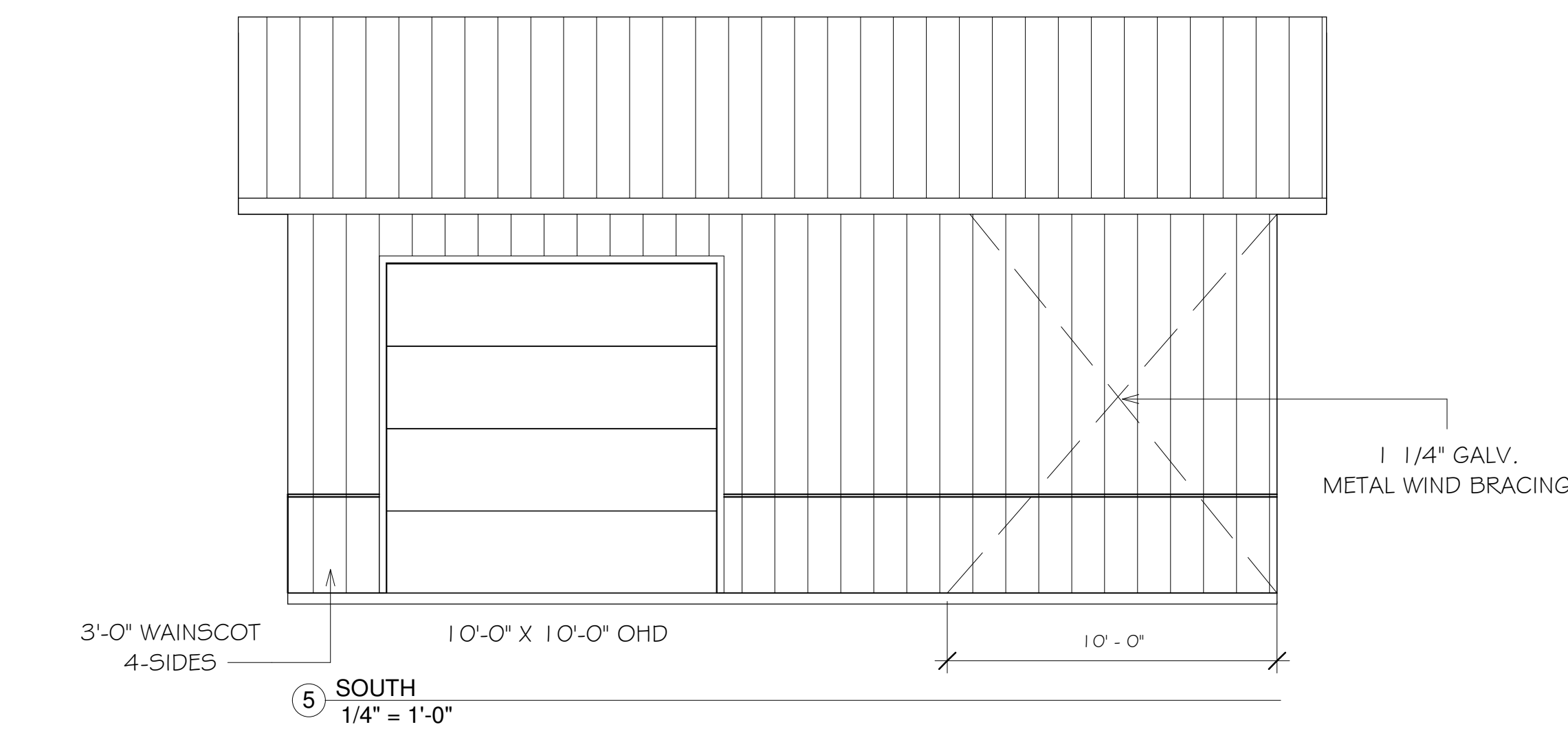
- This image displays were the colors will be utilized.

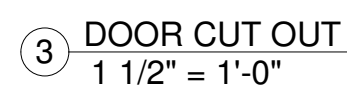
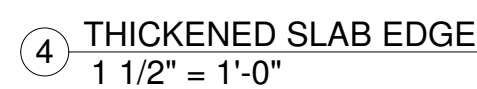
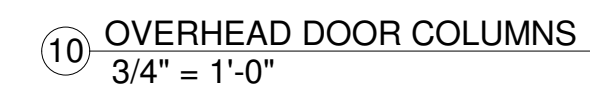
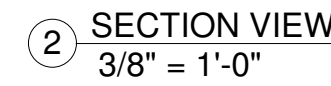
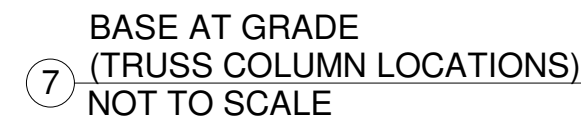
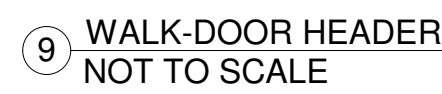
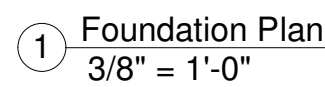


EXAMPLE BUILDINGS

- These are example buildings with similar aesthetics



A2



A3



Report to the Green Bay Plan Commission

MEETING DATE

August 3, 2021

PREPARED BY

Wendy Townsend, Economic Coordinator

AGENDA ITEM # Q.2

To appoint Tracy Hillesheim from the Hyatt on Main to the Downtown Green Bay, Inc.'s Business Improvement District (BID) Board.

BACKGROUND

RECOMMENDATION

Approval of the appointment of Tracy Hillesheim to the Downtown Green Bay Inc. BID Board.

FISCAL IMPACT

ATTACHMENTS

- I. Tracy Hillesheim DGBI BID Board Bio

Tracy Hillesheim

6652 Northernnaire Drive
Sobieski, WI 54171

Tracy began her career with Hyatt on March 23, 1989 as a 3rd shift PBX Operator at the Hyatt Regency Westshore (now Grand Hyatt Tampa). She worked her way through the Rooms Operations as Night Auditor and then was promoted to Guest Services Manager. She was responsible for the Transportation Department, Regency Club, Concierges, Bellmen and Doormen when she transferred to the Hyatt Regency Woodfield in Schaumburg, Illinois. On 1/2/2000 she was promoted to Convention Services Manager at Hyatt Regency O'Hare. She took a 1 year sabbatical with the birth of her first child and returned to Hyatt Regency O'Hare as the first Convention Service Manager to work remotely. In November of 2011, Tracy was asked to help with the conversion of the Hyatt Regency Green Bay and on 2/12/2012 was promoted to the position of Director of Sales and Events.

Tracy has been married to Brian for 29 years this October and they have 2 children; Shannon, 23 and Conrad, 21.

Tracy has been on the Downtown Green Bay Board of Directors since 2017. She joined the Executive Committee as a member at large in February 2021.



Report to the Green Bay Plan Commission

MEETING DATE

August 3, 2021

PREPARED BY

David Buck, Staff

AGENDA ITEM # Q.3

To hold over updates to Article XVIII. Off-Street Parking, Drives, and Loading, Green Bay Municipal Code, submitted by Green Bay Community and Economic Development. (Public Hearing held 07/26/2021)

BACKGROUND

Reason for Request: Review and potential amendments to “newly” adopted code.

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan does not provide specific guidance regarding particular text amendments; however, the principles contained with the Comprehensive Plan are what guides the regulations.

Analysis: The Off-Street Parking, Drives, and Loading section of the Zoning Ordinance was repealed and recreated in September 2019. As is common with code updates, a review is conducted following implementation to examine how it is performing and determine if any amendments are necessary.

The parking code has been reviewed by Community and Economic Development staff (Planning, Economic Development, Enforcement, Housing/Zoning and Neighborhoods) as well as the Department of Public Works/ Engineering, which included extensive review by the City’s traffic engineer. In general, it is performing very well; however, staff determined that fourteen amendments would be appropriate. Of the fourteen potential amendments, 11 (eleven) had no controversy, two (2) are supported; but staff felt it would be beneficial for more thorough discussion by the Commission and one is contested.

Please find attached to this report a draft parking code summary of amendments and draft Article XVIII. Off-Street Parking, Drives, and Loading with “track changes”. The colored text: red strikethrough text is to be removed and red underlined text are regulations that have been augmented and/or revised from their current status.

Staff requests that this item be addressed much like a workshop with the goal being open discussion on draft revisions and the introduction of others from Commissioners themselves. Comments and concerns garnered from this workshop style review and public hearing will then be shared with staff for more technical review. The draft ordinance will then be brought forward for official action at the August 9, 2021, Plan Commission meeting.

RECOMMENDATION

Hold the item until the August 9, 2021 Plan Commission meeting for action.

FISCAL IMPACT

ATTACHMENTS

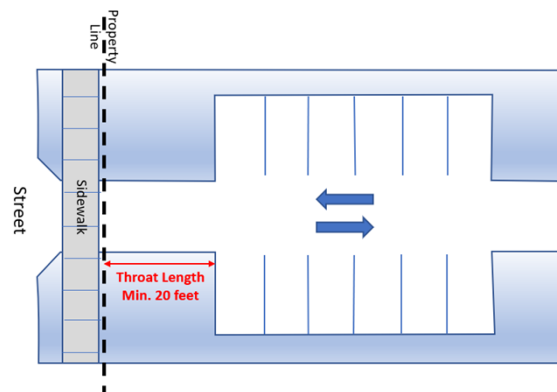
1. Summary of Amendments 7.13.21
2. Chapter 44-1700 Off-Street Parking & Circulation_draft changes 7.13.21

Article XVIII-Off Street Parking, Drive, and Loading

Potential Amendments

(black-full staff support, blue- staff support/PC discussion, red-disputed/PC determination)

1. **44-1691 (1)** – Better defined base material exposure as relates to work on nonconforming parking facilities. (Page 1 of 30)
2. **44-1693 (1)** – Allow snow removal equipment to be stored in parking facilities from Nov. through April, exclude 1 and 2 family uses. (Page 2 of 30)
3. **44-1693 (2)&(4)** – Remove requirement that cars be registered and/or have license plates. (Page 1 of 30)
4. **44-1694 (b)** – Allow permeable pavers systems per DNR technical standards. (Page 1 of 30)
5. **44-1694 (c)** – Clarification on size of wheel strips. (Page 1 of 30)
6. **44-1697 (2)** - Require M-F and non-res developments at arterial intersections to only have driveways on side streets, including local streets. (Page 3 of 30) **No consensus-PC decision.**
7. **44-1698** – Require a functional area analysis to determine distance for driveways at intersections. Current 25'/35' is not sufficient and needs to be looked at individually. (Page 3 of 30) **DPW to provide a table for review.**
8. **44-1726 (g)** – Add maximum # of stalls to areas that don't have a minimum and change exemption to max parking from 20 stalls to 40 stalls. (Page 12 of 30)
9. **44-1746** – Add 24 inches of pavement beyond garage doors for s-f/2-f. (Page 12 of 30)
10. **44-1746 (3)(c)** – Remove requirement to use a “block” on res. drive taper, unless it becomes an issue. (Page 14 of 30)
11. **44-1747 (b)(1)** – Define s-f/2-f parking stall to be 8' X 15'. (Page 18 of 30)
12. **44-1747 (e)** – Remove screening requirement for open parking on s-f/2-f uses. (Page 20 of 30)
13. **44-1773 (b)(2)** – Remove buffer requirements for parking lots abutting a street (Page 22 of 30)
14. **44-1774 (g)** – Add a 18' driveway throat length for m-f/non-res parking lots. (Page 24 of 30)



ARTICLE XVIII. OFF-STREET PARKING, DRIVES, AND LOADING

DIVISION 1. GENERAL PROVISIONS

Sec. 44-1689. Purpose.

Access, parking and loading facility regulations are established to alleviate or prevent congestion of the public right-of-way, provide for the parking and loading needs of uses and structures, and enhance the compatibility between parking and loading areas and their surroundings. Parking facilities include but are not limited to all driveways, drive aisles, parking spaces, loading areas, and other items associated with access to the site, vehicle parking and loading/unloading operations.

(Ord. No. 19-19 , §1(13-1701), 9-17-2019)

Sec. 44-1690. Submission of site plan.

Any application for a building permit or zoning certificate requiring or including the provision of off-street parking or loading shall include a site plan. Said plan shall be drawn to scale and fully dimensioned depicting access, parking and loading facilities in compliance with this article.

(Ord. No. 19-19 , §1(13-1702), 9-17-2019)

Sec. 44-1691. Nonconforming facilities.

Existing access, parking and loading facilities that were lawfully constructed but are nonconforming to current requirements of this article may be maintained and repaired subject to the following:

- (1) Maintenance and repair of nonconforming facilities is limited to patching and resurfacing where the base material is not exposed. Maintenance and repair efforts that exposes the base material (i.e. compacted gravel) is considered reconstruction and must meet the requirements of this article with the following exception: Minor rehabilitation items like replacing catch basins, replacing damaged landscaped islands, repairing cracks/small sinkholes, etc., is permitted. Minor rehabilitation is limited to no greater than 500 square feet or ten percent of the surface area annually, whichever is greaterless.
- (2) Shared driveways (driveways located on multiple lots and typically situated over lot lines) that existed prior to the adoption of the ordinance from which this chapter is derived may remain legal driveways. No new or reconstructed shared driveways may be established unless cross-access easements are recorded with the Register of Deeds.
- (3) Existing nonconforming access, parking and loading facilities shall not be reconstructed, expanded or increased in an area unless the entire facility is brought into compliance with requirements of this Code.
- (4) Existing access, parking and loading facilities shall not be reduced below the requirements for a similar new use or, if currently nonconforming, they shall not be reduced further.

(Ord. No. 19-19 , §1(13-1703), 9-17-2019)

- CODE OF ORDINANCES
Chapter 44 ZONING

Sec. 44-1692. Change of use.

When the use of a building or site is changed or the intensity of use is increased through the addition of dwelling units, floor area, capacity, or other unit of measurement used for determining parking and loading requirements, parking and loading facilities shall be provided for such change or intensification of use as specified in Section 44-1726. Figure 2: Number of Off-Street Parking Spaces Required by Land Use.

(Ord. No. 19-19 , §1(13-1704), 9-17-2019)

Sec. 44-1693. Use limitations.

Access, parking and loading facilities shall be used for their intended purposes.

- (1) Access, parking and loading facilities shall not be used for storage, display, sales, rental, or repair of motor vehicles or other goods nor for the storage of inoperable vehicles or snow. Equipment specifically designed for snow removal may be temporarily parked/stored in parking facilities of multiple family or nonresidential uses between the beginning of November through the end of April.
- (2) All vehicles shall be in condition for safe and legal performance on public rights-of-way, ~~be registered, and display current license plates.~~
- (3) No vehicle or equipment shall be used as living quarters.
- (4) Single- and two-family uses are permitted to temporarily use required access and parking areas for recreation and social activities, maintenance of ~~licensed~~-operable vehicles as described in subsection 2 above owned/operated by residents of the unit (such as washing, changing fluids, rotating tires), and other activities accessory to the principal single- or two-family use. All such activities/uses shall be limited so that they are discontinued between the hours of 10:00 p.m. and 7:00 a.m.

(Ord. No. 19-19 , §1(13-1705), 9-17-2019)

Sec. 44-1694. Surfacing.

- (a) All off-street parking facilities and driveways leading to such parking facilities, and all other areas upon which motor vehicles may traverse or be parked shall be graded and surfaced with a dust-free all-weather hard surface material capable of carrying a wheel load of 4,000 pounds.
- (b) Acceptable surfacing materials include asphalt, concrete, brick, cement pavers, permeable pavement systems meeting WI DNR Technical Standards or similar material approved by the City and installed and maintained per industry standards.
- (c) Residential drives serving single-family and two-family dwellings may contain a grass center, provided that the areas on which the vehicle's wheels touch are a minimum of 12 ~~to but no greater than~~ 18 inches in width.

(Ord. No. 19-19 , §1(13-1706), 9-17-2019)

Sec. 44-1695. General maintenance.

Access, parking and loading facilities shall be kept free of dirt, dust, debris, and waste. In winter months, required access, parking and loading facilities that are available to the public shall be cleared of snow within a reasonable time as required in Section 34-14.

(Ord. No. 19-19 , §1(13-1707), 9-17-2019)

- CODE OF ORDINANCES
Chapter 44 ZONING

Sec. 44-1696. Abandoned facilities.

- (a) Parking facilities which have been abandoned, no longer provide access to legal parking areas, no longer service an approved principal or accessory use, and/or are not included on the approved site plan shall be removed, in their entirety, to the curb/pavement line at the owner's expense.
- (b) Removed parking facilities shall be replaced with curb, sidewalk (where applicable) and vegetated ground cover.

(Ord. No. 19-19 , §1(13-1708), 9-17-2019)

Sec. 44-1697. Access limitation by use.

Access to property shall be directed to the most appropriate street classification for the use it is serving.

- (1) Single-family and two-family dwelling units shall not have driveways or other access points onto a collector or arterial street that is not primarily residential unless such street has the only available frontage.
- (2) Nonresidential, mixed-use and multifamily uses shall not have driveways or other access points onto a residential local street unless such street has the only available frontage.
- (3) Driveway access existing prior to the adoption of the ordinance from which this article is derived is exempt from the access limitation and may be reconstructed at its present size and location.
- (4) Exception to this limitation is permitted if determined by the Department of Public Works based on findings of a traffic impact analysis.

(Ord. No. 19-19 , §1(13-1709), 9-17-2019)

Sec. 44-1698. Access distance from intersections.

Driveway approaches measured along the property line shall be a minimum of 25 feet from the intersection of the street right-of-way lines on a corner lot or 35 feet from the point of intersection of the face of the curbs, whichever is greater. See Figure 1: Access Distance from Intersections.



Commented [DB1]: Discussion item

Commented [DB2]: DPW to provide a table with varying distances.

- CODE OF ORDINANCES
Chapter 44 ZONING

Figure 1: Access Distance From Intersections

(Ord. No. 19-19 , §1(13-1710), 9-17-2019)

Sec. 44-1699. Angle of intersection with right-of-way.

All driveways and other access points shall intersect with any public right-of-way at an angle of 90 degrees wherever possible but in no case shall the angle be less than 75 degrees.

(Ord. No. 19-19 , §1(13-1711), 9-17-2019)

Sec. 44-1700. Visibility standards.

All driveways and other access points shall comply with the visibility standards of Section 44-359.

(Ord. No. 19-19 , §1(13-1712), 9-17-2019)

Sec. 44-1701. Traffic control.

- (a) Traffic generated by any use shall be channelized and controlled in a manner that avoids congestion on public streets and other safety hazards.
- (b) All parking and loading areas except those serving single- and two-family dwellings shall be designed so that vehicles enter and exit property in a forward motion so as not to back onto public streets. If deemed necessary for traffic safety, turnaround areas may be required.
- (c) Each required off-street parking space except those serving single- and two-family dwellings shall open directly onto a driveway or drive aisle of such width and design as to provide safe and efficient means of vehicular access, as regulated in Section 44-1774 and Figure 9: Parking Space Design Standards.

(Ord. No. 19-19 , §1(13-1713), 9-17-2019)

Secs. 44-1702—44-1725. Reserved.

DIVISION 2. OFF-STREET PARKING AND CIRCULATION

Sec. 44-1726. Minimum number of required off-street parking spaces.

- (a) Calculation. Off-street parking requirements for each land use are generally tied to capacity, net floor area, or the number of employees at the subject property during the largest work shift.
 - (1) The term "capacity" means the maximum number of persons that may be accommodated by the use as determined by its design or by building code regulations, whichever is greater. Both indoor and outdoor uses are included in maximum capacity.
 - (2) The term "employees on the largest work shift" means the maximum number of employees working at the facility during a single given day, regardless of the time period and whether any such person is a full-time versus part-time employee.

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- (3) The term "net floor area" shall mean the total floor area inside the building envelope on all levels of a building excluding mechanical rooms, permanent accessory storage/freezers/coolers, stairwells/elevators, uninhabitable attics or basements, underground parking and other areas deemed appropriate by the Zoning Administrator.
- (4) When calculating the number of off-street parking spaces resulting in a fraction, each fraction of one-half or more shall be considered a space.
- (5) Where future potential uses of a building may generate additional parking demand, the City may require a parking plan for the site showing how the anticipated parking demand will be met. The City may require the additional land area identified as anticipated parking to be placed in reserve as landscaped open space until needed.
- (b) Parking spaces for uses with multiple components, such as hotels with dining and conference facilities, shall be based on the sum of the parking requirements of the separate components.
- (c) Buildings built on speculation or not initially occupied (unknown use) shall be required to provide one stall per 300 square feet of net floor area.
- (d) In addition to the requirements in Figure 2: Number of Off-Street Parking Spaces Required by Land Use, one parking space shall be provided for each commercial vehicle or vehicle necessary for the operation of the use that is maintained on the premises.
- (e) See Figure 2: Number of Off-Street Parking Spaces Required by Land Use for a list of the number of parking spaces required by land use.
- (f) Parking requirement exceptions in the Downtown Zoning District (D).
 - (1) Within the Downtown Zoning District (D), the minimum required parking space requirements for nonresidential uses are waived.
 - (2) Residential uses within the Downtown Zoning District (D) need only provide evidence of the availability of off-street public or private parking within the district in the amount of one parking space per dwelling unit.
 - (3) When off-street parking facilities are provided, such facilities shall meet all requirements of this chapter, except in respect to the required number of spaces.

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Figure 2. Number of Off-Street Parking Spaces Required by Land Use

	<i>Land-Use</i>	<i>Minimum Number of Off-Street Parking Spaces Required</i>	<i>Notes</i>
Residential	Single- and two-family dwellings, detached or attached	2 spaces per dwelling unit, 1 space per unit must be an enclosed (garage) space.	Exception for narrow lots, as outlined in Section 44-1747(c).
	Multiple-family dwelling	1 Space per dwelling unit plus 1 visitor space per 4 units.	
	Senior (elderly) housing	1 space per dwelling unit.	If senior housing has the potential to be converted to general housing, proof of ability to provide additional parking may be required.
	Carriage-house	1 space per dwelling unit.	
	Live-work unit and/or home occupations	Same as dwelling unit requirement.	1 space shall be accessible for client parking, if applicable.
	Manufactured and mobile home	1 per dwelling unit.	
	Rooming house/boarder house	2 spaces per 3 bedrooms for rent plus 2 spaces per 3 employees on the largest shift.	
	Community living arrangement	2 space per 3 employees on the largest shift plus 1 visitor space for every 4 residents based on capacity.	
	Dormitories, student housing, fraternity or sorority house, convent/monastery	To be determined by Zoning Administrator based on parking study.	Parking study required.
	Shelter facility, transitional housing	1 space per 5 residents based on capacity plus 2	

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		spaces per 3 employees on the largest shift.	
	Nursing home, assisted living	1 space per 4 beds plus 3 spaces per 4 employees on the largest shift.	
Educational	Adult/family daycare home	Same as dwelling unit requirement plus 1 drop-off space.	Drop-off space may be on-street adjacent to residence with Approval of the Department of Public Works.
	Group daycare center, preschool	2 spaces per 3 employees on the largest shift plus 1 space per 7 students based on capacity.	
	School, grades K—12	2 spaces per 3 employees on the largest shift plus 1 space per 5 students of legal driving age based on capacity.	Existing schools not meeting this standard may be required to provide a parking management plan but shall not be required to add the minimum number of spaces.
	College or university, other adult learning center	To be determined by Zoning Administrator based on parking study.	Parking study required.
	Trade school, arts school, dance school, etc.	2 spaces per 3 employees on the largest shift plus 1 space per 5 students based on capacity.	If students are expected to drive, Parking study required.
Institutional and Civic	Community center, neighborhood center, cultural institution, library	Parking equal to 30 percent of persons based on design capacity.	
	Cemetery	To be determined by Zoning Administrator based on parking study.	Parking study required.
	Hospital	To be determined by Zoning Administrator based on parking study.	Parking study required.

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Commercial	Clinic or healthcare facility including veterinary	1 space per 2 exam rooms plus 2 spaces per 3 employees on the largest shift.	
	Park, playground or recreational center	1 space per each 4 persons of maximum design capacity.	
	Religious institution, place of worship	1 space per each 5 persons based on design capacity of the main assembly area.	
	Offices		
	General office, government office, bank/financial institution, medical office	1 space per 500 square feet net floor area.	
	Artist's studio	1 space per 500 sq. ft. net floor area devoted to sales or display.	
	Accommodation and Food Service		
	Hotel, motel and bed and breakfast	1 space per guest room plus 2 spaces per 3 employees on the largest shift.	Additional spaces as needed for conference/meeting or restaurant facilities.
	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 pick-up window.
	Service Businesses		
	Personal or business service businesses not listed below	1 space per 500 sq. ft. net floor area plus 1 space per 1,000 sq. ft. outside sales or display area.	Includes any service uses not specifically listed.
	Barber shop/beauty salon, spa	2 spaces per 3 workstations plus 2	

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		spaces per 3 employees on the largest shift.	
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	<i>Land-Use</i>	<i>Minimum Number of Off-Street Parking Spaces Required</i>	<i>Notes</i>
Commercial	Retail		
	Funeral home	1 space per each 5 persons based on design capacity of the main assembly hall.	
	General retail sales and rental	1 space per 500 sq. ft. net floor area plus 1 space per 1,000 sq. ft. outside sales or display area.	Includes any retail uses not specifically listed.
	Motor vehicle rental/sales	1 space per 500 sq. ft. of net floor area plus adequate storage space for vehicles displayed/maintained on-site.	
	Motor vehicle repair (major or minor), service station, convenience store	1 space per 500 sq. ft. of net floor area used for sales or customer service plus 2 spaces per service bay.	Service bay shall not be counted as a parking space.
	Commercial Recreation and Entertainment		
	Auditorium, assembly hall, theater, convention center, and other places of assembly	1 space per each 5 persons based on design capacity of the main assembly area.	
	Indoor recreation facilities, health clubs, fitness centers, adult entertainment	1 space per 500 sq. ft. net floor area.	
	Outdoor recreation facility	To be determined by Zoning Administrator based on parking study.	Parking study required.

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	<i>Land-Use</i>	<i>Minimum Number of Off-Street Parking Spaces Required</i>	<i>Notes</i>
Commercial	Retail		
	Marina	2 spaces per 3 slips.	Additional spaces as needed for accessory uses such as boat sale/rental/service, retail, recreation and restaurant facilities.
	Boat landing	4 spaces per launch.	Spaces associate with launches shall be double depth to accommodate vehicles with trailers.
	Golf course, bowling alley or similar use	2 spaces per hole, lane or similar recreation station.	Additional spaces for accessory uses such as retail, tavern/bar and restaurant facilities.
	Campground	2 spaces per 3 camp site plus 2 spaces per 3 employees on the largest shift.	Additional spaces for accessory uses such as retail, tavern/bar and restaurant facilities.
Industrial, Production and Storage	Agriculture	2 spaces per 3 employees on the largest shift.	Additional spaces for accessory uses such as on-site retail.
	Industrial uses, including limited production and processing, light industrial, general industrial, heavy industrial, and other industrial uses not specified below	2 spaces per 3 employees on the largest shift.	Customer/visitor parking may also be required based on office use.
	Contractor office and showroom	1 space per 500 square feet net floor area.	
	Self-service storage facility	1 space per 500 sq. ft. net floor area of office or sales area plus 1 space	

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		per 10 individual storage units.	
	Wholesaling, warehousing, and distribution	1 space per 500 sq. ft. net floor area of office or sales area plus 2 spaces per 3 employees on the largest shift.	
	Other industrial activities that are conducted largely out-of-doors, including concrete, asphalt, and rock crushing facility, scrap yard, recycling, etc.	2 spaces per 3 employees on the largest shift.	
Transportation	Ground transportation service	To be determined by Zoning Administrator based on parking study.	Parking study required.
	Freight terminal- motor, rail or ship	3 spaces per 4 employees on the largest shift.	
	Package delivery service	2 spaces per 3 employees on the largest shift.	Additional parking may be required for delivery service vehicles.
	Airport	To be determined by Zoning Administrator based on parking study.	Parking study required.
Public Service and Utility	Government or public utility uses and buildings, public safety buildings	To be determined by Zoning Administrator.	Based on type of use (offices, storage, production, etc.).
	Communication facilities	As approved by CUP.	
	Yard waste site	As approved by CUP.	

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- (g) Limit on the number of off-street parking spaces provided. No site plan may be approved for a multiple-family or nonresidential use which contains more than two times the development's minimum number of required parking spaces, except as granted through a conditional use permit. Where no minimum parking requirement is established, the calculation for the maximum number shall be two times what the developments minimum would be if not exempt. Parking facilities containing ~~20-40~~ stalls or less are exempt from this regulation. The following criteria shall be reviewed in considering a conditional use permit request:
- (1) The proposed development has unique or unusual characteristics (such as high sales volume or low parking turnover) which creates a parking demand that exceeds the maximum ratio and does not typically apply to comparable uses.
 - (2) The lot is designed to allow for more intensive future site development that will create and utilize the additional parking demand.
 - (3) The need for additional parking cannot be reasonably met through provision of shared parking with nearby uses.
- (h) Parking studies. Where a parking study is required, the study shall be performed by a qualified transportation engineer or transportation planner. The study shall contain information on the anticipated number of employees, customers, visitors, clients, shifts, events, or deliveries to the use, and may refer to other studies or similar situations elsewhere.

(Ord. No. 19-19 , §1(13-1714), 9-17-2019)

Secs. 44-1727—44-1745. Reserved.

DIVISION 3. REGULATIONS SPECIFIC TO SINGLE-FAMILY AND TWO-FAMILY USES

Sec. 44-1746. Single-family and two-family residential driveways.

Driveways shall lead from the public right-of-way directly to a garage ~~door~~ opening plus 24 inches on either side said door or to a legal surface parking space, ~~and Driveways~~ are regulated as follows:

- (1) *Number of driveways.* Single-family uses are permitted one driveway per lot unless otherwise regulated in this chapter, subject to the design regulations specified herein. Two-family uses are permitted two driveways per lot unless otherwise regulated in this chapter, subject to the design regulations specified herein.
- (2) *Minimum driveway setback from property lines.*
 - a. *Narrow lots.* On lots with less than 60 feet of lot width/frontage, driveways shall be set back a minimum of one foot from the side lot line. On lots where the available side yard area prohibits the ability to create/maintain an eight-foot-wide driveway and the required setback as listed below, the setback may be administratively reduced or eliminated.
 - b. *Detached garages.* Driveways leading to detached garages shall meet the applicable side or rear setbacks for accessory structures established in the district in which it is situated or shall meet the side setback of an existing detached garage, whichever is less.
 - c. *Attached garages.* Driveways leading to attached garages shall meet the applicable side or rear setbacks for principal structures established in the district in which it is situated or shall meet the side setback of the existing attached garage, whichever is less.

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- d. *Uncovered parking.* Driveways leading to uncovered parking areas shall meet the applicable side or rear setbacks established within the parking section or shall meet the side setback of the existing legal uncovered parking area, whichever is less.
- (3) *Driveway width.*
- a. Driveways shall be a minimum width of eight feet. Driveways leading to garages are limited to a maximum width of 25 feet at the property line and 30 at the curb/pavement line (2½ foot apron flares), but may increase to the width of the garage. See Figure 3.A: Single-Family and Two-Family Drive Width and 3.B: Single-Family and Two-Family Drive Width-Enlarged with Taper.

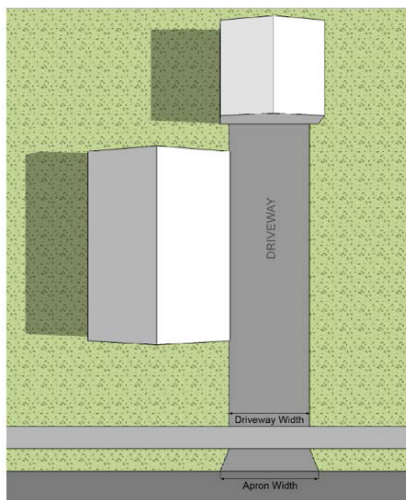


Fig. 3.A: Single & Two-Family Drive Width—Standard

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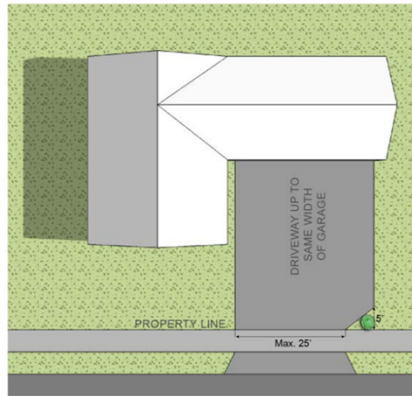


Fig. 3.B: Single & Two-Family Drive Width—Enlarged with Taper

- b. Where no garage exists, the maximum driveway width shall be 12 feet.
- c. Where the width of the driveway at the garage or other legal parking space exceeds the maximum width of the driveway at the property line, the driveway shall be tapered between the garage or the edge of a legal uncovered space and the property line starting a minimum of five feet inside the parcel. If said taper "triangle" is found to be driven over and in a deteriorated state, the city may require the installation of shall contain vegetation or other item designed to limit prohibit vehicular trespass. See Figure 3.C: Single-Family and Two-Family Drive Width-Taper Detail. When leading to a legal uncovered space, the driveway width shall be the least possible needed and shall not exceed 25 feet in width at the property line.

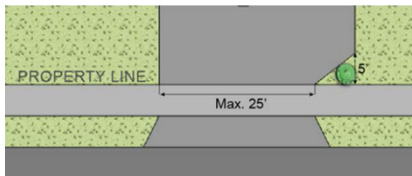


Fig. 3.C: Single & Two-Family Drive Width—Taper Detail

When leading to a legal uncovered space, the driveway width shall be the least possible needed and shall not exceed 25 feet in width at the property line.

- d. Driveways for two-family dwellings with adjacent garages are limited to the 25 feet maximum width at the property line for each individual driveway. Each individual driveway must be separated by a minimum of a two-foot green area extending the full length from the property line

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to the garage/uncovered parking space. Separation area shall contain vegetation or other item designed to limit vehicular trespass. See Figure 4: Two-Family Drive Separation.

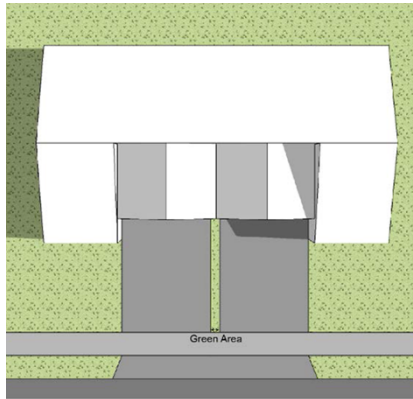


Fig. 4: Two-Family Drive Separation

- e. Side-loading drives. The maximum width of driveway leading to a side-loaded garage shall not exceed 12 feet, except for the area directly leading of the garage, where it can be increased to the width of the garage. See Figure 5.A: Alternative Single-Family and Two-Family Drives-Side Loading. The driveway shall not be located within the side yard setback.
- f. Circular drives. The maximum width of circular, horseshoe, and similar type driveways shall not exceed 12 feet, except for the area directly leading of the garage, where it can be increased to the width of the garage. See Figure 5.B: Alternative Single-Family and Two-Family Drives-Circular.

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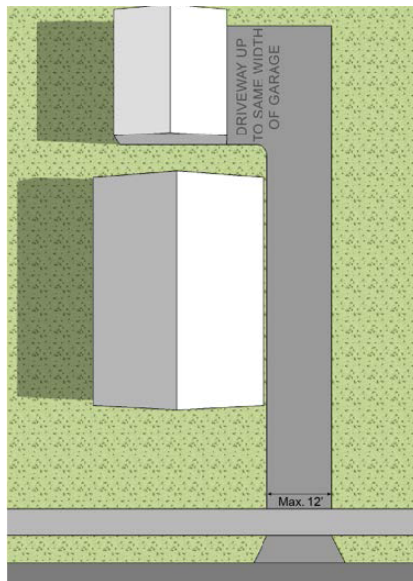


Fig. 5.A: Alternative Single & Two-Family Drives—Side Loading

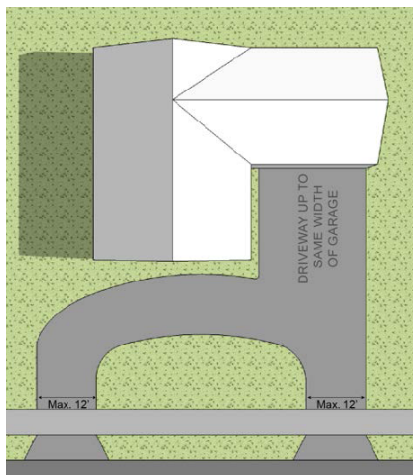


Fig. 5.B: Alternative Single & Two-Family Drives—Circular

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- (b) On a lot containing a single-family or two-family dwelling unit, off-street parking shall not be located between the principal structure and a street right-of-way, except within residential driveways leading to a legal parking space or as otherwise permitted in this chapter.
- (1) Parking spaces a minimum of 8 feet wide by 15 feet deep must be provided either within a garage, in a driveway, or uncovered parking space[s] on the same lot of the use it is serving and shall meet the requirements of this section. See Figure 6.A: Single-Family and Two-Family Parking Space-Garage or 6.B: Single-Family and Two-Family Parking Space-Uncovered.

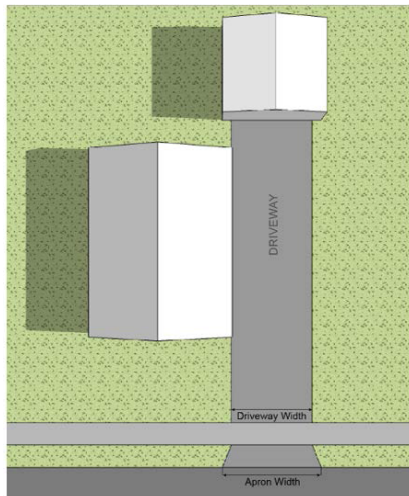


Fig. 6.A: Single & Two-Family Parking Space—Garage

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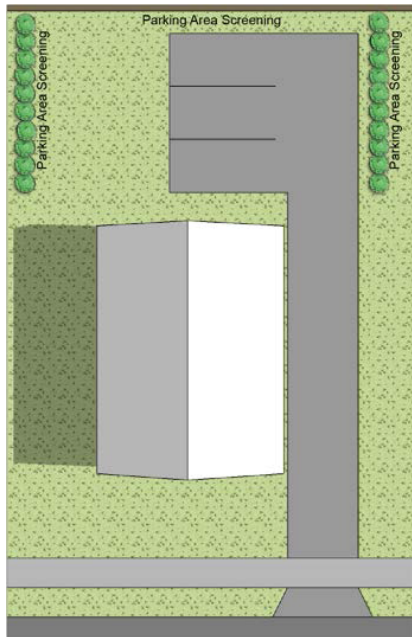


Fig. 6.B: Single & Two-Family Parking Space—Uncovered

- (2) Driveway parking. Driveways shall not count towards minimum parking stall requirement except as provided for narrow lots in subsection (c) of this section.
- (3) Uncovered parking spaces (not located in driveways).

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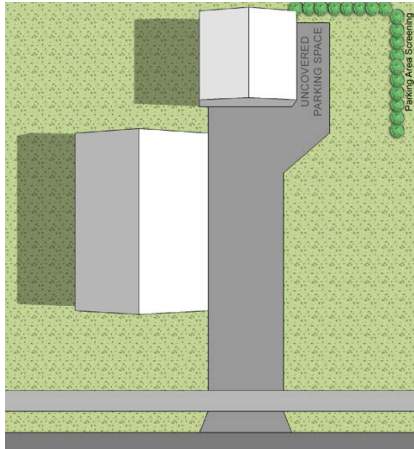


Fig. 7: Single & Two-Family Parking Space Beside Garage

- da.** Front yard parking space exception. For single-family or two-family lots with attached single stall garages that are unable to provide parking as regulated in this article, a single parking space may be established next to the driveway between the front facade of the residence and the public right-of-way as regulated below.
- eb.** Front yard space is limited to no greater than eight feet in width beyond the garage door opening but shall not be located in front of the primary entrance to the residence.
- fc.** Lots shall not exceed the maximum impervious surface ratio for the applicable zoning district.
- (c) Driveway as legal parking space for single-family and two-family uses on narrow lots. Driveways may be considered legal "stacked" (meaning in front of one another) parking spaces for required stalls. A driveway parking space need not lead to a legal parking space but must be a minimum of eight feet wide and 15 feet deep.
- (d) Except for driveways leading to legal parking spaces or otherwise regulated in this article, parking is not permitted in the front yard.
- ~~(e) Uncovered parking spaces situated beyond the front facade of the principal structure must be screened with a minimum of five-foot tall vegetation, fencing, or other material that creates a solid screen, impervious to sight from adjacent properties, excluding views from where access is provided.~~
- (f) Parking of commercial vehicles and trailers in residential districts.

 - (1) The intent of this section is to preserve the orderly appearance and quiet enjoyment of residential neighborhoods while allowing reasonable flexibility for parking business-related vehicles. Specifically, this applies to motor vehicles that are driven off-site by a resident but are kept on the premises when not in use. This section shall apply to the following types of vehicles:

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- a. Commercial trucks, tractors, vans, pick-ups, or other motor vehicles not exceeding 10,000 pounds gross vehicle weight; and
 - b. Commercial trailers capable of being trailed behind a commercial motor vehicle that is allowed to be parked on the premises by this section.
- (2) Engines of commercial vehicles may not run continuously. A 30-minute engine warm-up time shall be permitted immediately prior to the commercial vehicle and/or any other motorized equipment leaving the premises. The warm-up period shall begin no earlier than 7:00 a.m. and end no later than 10:00 p.m.
- (3) Commercial trailers parked outside in residential districts shall be fully enclosed or be empty when not in transport.
- (4) Commercial trailers parked in residential districts shall be actually trailed and transported from the property no less than once per week.

(Ord. No. 19-19 , § 1(13-1716), 9-17-2019; Ord. No. 40-20, § 1, 12-1-2020)

Sec. 44-1748. Game day parking.

The Director of Community and Economic Development and/or Director of Public Works may permit vehicles to be parked on the front, side, and rear yards of residential, mixed-use, commercial, and industrial zoned parcels, on the days games are played in the City of Green Bay by professional football teams of the National Football League and/or during the day of a special event held at Lambeau Field when the event is expected to exceed an estimated attendance of 20,000 individuals, provided, however, that all parking shall occur outside the vision triangle as required in Section 44-359.

(Ord. No. 32-20 , § 1, 9-15-2020)

Secs. 44-1749—44-1772. Reserved.

*DIVISION 4. REGULATIONS SPECIFIC TO MULTIPLE-FAMILY, MIXED-USE,
INSTITUTIONAL, COMMERCIAL AND INDUSTRIAL USES*

Sec. 44-1773. Multifamily residential, mixed-use, institutional, commercial, and industrial use driveways.

- (a) *Number of driveways.* A maximum of one two-way driveway or two one-way driveways shall be permitted from each street right-of-way to which a lot or parcel has frontage, except under the following circumstances:
- (1) Multiple two-way driveways may be permitted on one street frontage, provided the distance between the driveway centerlines is no less than 200 feet.
 - (2) Mixed two-way and one-way driveways may be permitted on one street frontage, provided the distance between the driveway centerlines is no less than 200 feet.
 - (3) One three-lane driveway consisting of a one 12-foot ingress lane, a three-foot mountable rumble strip dividing island, and two ten-foot egress lanes may be administratively permitted per street frontage with concurrence of the Zoning Administrator and Traffic Engineer. This option should be limited to

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sites on streets with high traffic volumes and speeds and/or unique timeframes of mass ingress/egress, or other conditions making a standard driveway operate less than optimally.

- (4) Additional driveways may be permitted, if necessary, for the public safety and sufficient level of traffic circulation with approval of the Director of Public Works.

(b) *Minimum driveway setback.*

- (1) Driveways shall be set back as established for buildings in the zoning district for which the property they service is situated. Driveway access through the front yard setback area should be designed to minimize its presence within the front yard to the greatest extent practical.
- (2) Parking facility perimeter buffers. ~~Parking facilities in any yard abutting a public street or public walkway shall be separated from the street or walkway by a landscaped buffer meeting the requirements of Section 44-1966.~~ Parking facilities accessing parking areas abutting residential uses in residential districts shall be separated by a perimeter landscape buffer meeting the requirements of Section 44-1964.

(c) *Distances between curb openings.*

- (1) *On the same parcel.* The minimum distance between one-way driveways at the curbline shall be no less than 15 feet. Minimum distance between two-way drives at the curbline shall be 200 feet from center.
- (2) *On adjoining parcels.* Where two adjoining driveways abut, the maximum opening at the curb shall be the maximum for a single driveway, as listed in subsection (d) of this section. Both parcels must share the curb opening.

- (d) *Driveway width.* Driveway sizes are regulated at the property/right-of-way line and the curb/road pavement line as follows (See Figure 8: Three-Lane, Full Access Drive Detail):

(1) *One-lane, one-way access drives.*

One-Way Drives (Single Direction - Ingress or Egress)	Maximum Width of Drive at Property and Setback Line	Maximum Width of Drive at Curb or Pavement Line
Autos and single axle trucks	15 feet	25 feet
Semi-trailers	20 feet	30 feet

(2) *Two-lane, full access drives.*

Two-Way Drives (One-Ingress and One-Egress Lane)	Maximum Width of Drive at Property and Setback Line	Maximum Width of Drive at Curb or Pavement Line
Autos and Single axle trucks	25 feet	35 feet
Semi-Trailers	30 feet	40 feet

- (3) *Three-lane, full access drive (consisting of one 12-foot ingress lane, a three-foot mountable "rumble strip" dividing island, and two ten-foot egress lanes).*

Three-Lane Drives (One-Ingress, Divider and Two-Egress Lanes)	Maximum Width of Drive at Property and Setback Line	Maximum Width of Drive at Curb or Pavement Line

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All	35 feet	45 feet
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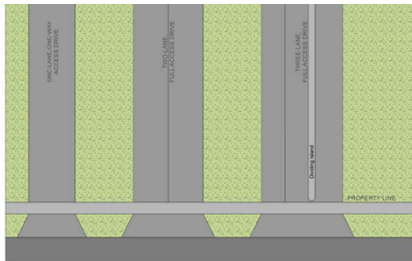


Fig. 8: One-Lane, Two-Lane & Three-Lane Access Drive Detail

- (e) *Flow.* Traffic may be restricted as to direction of flow.
- (1) Driveways approved for one-way movement only or three-lane drives shall be equipped with signage and pavement markings indicating its direction to motorists.
 - (2) Signs for directional movement of traffic shall be constructed and installed in accordance with City of Green Bay Standard Specifications and Construction Standards for Public Works.

(Ord. No. 19-19 , §1(13-1717), 9-17-2019)

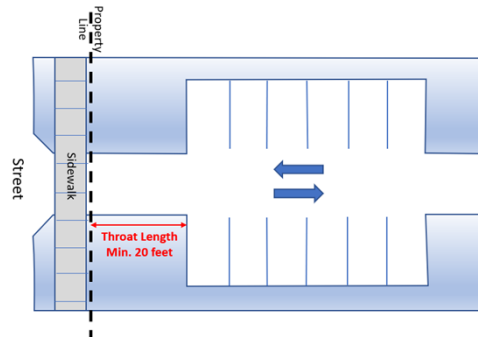
Sec. 44-1774. Off-street parking and traffic circulation standards for multiple-family and nonresidential uses.

- (a) *Location.*
- (1) Required parking and loading spaces shall be located on the same lot or development site as the use served unless otherwise regulated in this chapter.
 - (2) Off-site parking may be located up to 1,000 feet from the lot containing the use being served if the under common ownership or protected by a recorded instrument acceptable to the City.
- (b) *Setbacks.*
- (1) Parking areas shall be set back as established for buildings in the zoning district for which the property it services is situated.
 - (2) Special provisions for nonconforming parking facilities. Legally established parking facilities constructed prior to the effective date of the ordinance from which this article is derived which do not meet the minimum setbacks required by this article shall be permitted to be reconstructed with reduced setbacks, subject to approval of a parking plan by the Zoning Administrator. Said parking lot layout shall be designed in accordance with the dimensions identified in Figure 9: Parking Space Design Standards. Parking lot setback reductions shall only be permitted in the following instances:

- a. To prevent the loss of legal parking spaces required by this article.

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- b. To prevent the loss of required internal circulation aisles.
- (c) *Circulation.* Parking facilities shall be designed to provide for the safe and efficient movement of all traffic entering, exiting, and circulating on the site. Circulation patterns shall conform to the general rules of the road. All traffic control measures shall meet the requirements of the Manual of Uniform Traffic Control Devices.
- (d) *Marking.* All off-street parking and traffic circulation areas shall be marked, striped, and maintained in a clear and visible manner which clearly indicates parking spaces, pedestrian walkways, and other designated areas.
- (e) *Curbing.* A minimum six-inch high curb shall be installed within parking areas where parking surface is adjacent to pedestrian and/or bicycle ways and internal landscape islands, except: Where bio-filtration or bio-retention methods of stormwater management are utilized as part of an approved grading and drainage plan, alternatives to the installation of curbing may be considered by the Department of Public Works, provided that measures are taken to protect landscaping from vehicular circulation damage.
- (f) *Access.* Each off-street parking space shall open directly upon a drive aisle or driveway that is wide enough to provide a safe and efficient means of vehicular access without directly maneuvering a vehicle into any pedestrian way or public right-of-way.
- (g) Driveway throat length. The minimum permitted throat length of access drives serving parking lots is 18 feet, as measured from the right-of-way/property line along the centerline of the access drive to the access point of any parking stall within the parking facility, as depicted below. In no case shall the driveway throat length be less than the required setback.



- (gh) *Lighting.* All off-street parking and traffic circulation areas shall be lit to ensure their safe and efficient use during evening hours. An illumination level shall meet the standards of Article V of this chapter.
- (hi) *Landscaping and screening.* Parking lots shall meet the landscaping requirements of Sections 44-1964 through 44-1969.
- (ij) *Parking space design standards.* Other than handicapped parking and permitted parking in residential driveways, each off-street parking space shall comply with the minimum requirements of Figure 9: Parking Space Design Standards.

- CODE OF ORDINANCES
Chapter 44 ZONING

Figure 9. Parking Space Design Standards

Angle (A)	Width (B) *	Curb Length (C)	Stall Depth (D) **	1-Way Aisle Width (E)	2-Way Aisle Width (E)
0 (Parallel)	9'	22'	8'6"	14'	22'
45°	9'	12'	18'9"	14'	22'
60°	9'	9'10"	19'10"	18'	22'
90°	9'	8'6"	18'	20'	22'

* Subcompact spaces may account for up to 20 percent of the total parking area required. They may be reduced in size to a width of eight feet and a stall depth of 12 percent less than (D) in the table above and must be grouped and signed appropriately.

** Parking spaces that use an appropriately sized curb overhang over a landscaped island or buffer may be reduced in depth by 1½ feet. A concrete curb or other means shall be provided to prevent parked vehicles from damaging plant materials.

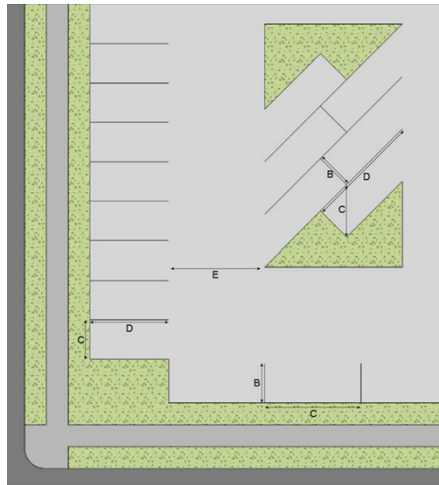


Fig. 9: Parking Space Design Standards

(Ord. No. 19-19 , §1(13-1718), 9-17-2019)

Secs. 44-1775—44-1796. Reserved.

*DIVISION 5. ALTERNATE PARKING OPTIONS FOR MULTIPLE-FAMILY, MIXED-USE,
INSTITUTIONAL, COMMERCIAL AND INDUSTRIAL USES*

Sec. 44-1797. Shared parking facilities.

- (a) Joint parking facilities which provide required parking for two or more uses are allowed a reduction in required number of parking spaces as specified below. Up to a 15 percent reduction in the number of required parking spaces for four or more separate uses, ten percent for three separate uses, and five percent for two separate uses may be utilized for a collective parking facility.
- (b) Day-night use parking facility. Shared day-night use parking facilities may provide a reduction in required number of parking spaces as specified below:
 - (1) Up to 70 percent of the parking facilities of nighttime/Sunday uses may be supplied by off-street parking facilities of daytime uses. Up to 70 percent of the parking facilities of daytime uses may be supplied by the off-street parking facilities of nighttime/Sunday uses.
 - (2) Daytime uses. For the purpose of this section, the following uses are considered as primarily daytime uses: banks, offices, certain retail stores and personal service shops, service and repair shops, wholesale, and similar uses as determined by the Zoning Administrator.
 - (3) Nighttime and Sunday uses. For the purpose of this section, the following uses are considered as primarily nighttime and weekend uses: theater, bowling alley, tavern/nightclub, auditorium incidental to a public or parochial schools, churches, and similar uses as determined by the Zoning Administrator.
 - (4) The applicant shall show that there is no substantial conflict in the principal operating hours of the buildings or uses for which shared parking is proposed.
 - (5) The use for which application is being made for shared parking shall be located within 1,000 feet of the use providing the parking facilities.
- (c) A legally binding instrument, executed by the parties concerned, for joint use of off-street parking facilities shall be approved by the City Attorney and filed with the City within 60 days after City approval of the joint parking use. Said agreement shall cover a period of no less than 20 years. Shared use parking privileges shall continue in effect only so long as such an instrument remains in effect, and if such instrument becomes legally ineffective, parking shall be provided as otherwise required in this article.

(Ord. No. 19-19 , §1(13-1719), 9-17-2019)

Sec. 44-1798. Valet parking.

- (a) Up to 50 percent of the off-street parking for restaurants, hotels, theaters, and similar uses may be fulfilled by maintaining a valet parking service for customers.
- (b) The valet service shall provide service to and from the main entrance with a passenger loading area, as approved by the Department of Public Works.
- (c) The parking area shall be located no farther than 1,000 feet from the main entrance.

(Ord. No. 19-19 , §1(13-1720), 9-17-2019)

- CODE OF ORDINANCES
Chapter 44 ZONING

Sec. 44-1799. Employee off-site parking.

- (a) Retail, service businesses, large employers, major institutions and similar uses are encouraged to provide designated employee parking.
- (b) If a shuttle service is provided, such parking may be off-site in a remote location.

(Ord. No. 19-19 , §1(13-1721), 9-17-2019)

Sec. 44-1800. Ride-sharing and autonomous vehicles.

The intent of this section is to encourage the installation of passenger loading zone spaces to meet demand for passenger pick-up/drop-off generated by ride-sharing and/or autonomous vehicles on all land uses except single-family and two-family residential dwellings.

- (1) *Reduction to required parking spaces.* The number of required parking spaces for a use may be reduced by ten percent for each passenger loading zone space provided up to a maximum of 30 percent. The Zoning Administrator is authorized, at their discretion, to require the submission of a parking study per Section 44-1726(g) upon making the determination that such a reduction will result in a shortage of parking spaces needed for the subject land-use.
- (2) *Passenger loading zone space standards.*
 - a. Location. Each passenger loading zone space shall be located within 100 feet of the primary entrance/exit of a stand-alone use. Passenger loading zone spaces located in shopping centers and other multiple use developments may be located more than 100 feet from the primary entrance/exit of a tenant when placed in a centralized location, provided that a minimum of five-foot-wide pedestrian access to all tenants of the development is present.
 - b. Passenger loading zone spaces shall be separate and distinct from parking facility drive aisles, fire lanes, off-street loading areas, or other uses not explicitly dedicated to passenger loading/unloading.
 - c. Dimensions. Minimum of eight feet wide by 22 feet long with appropriate taper for safe ingress/egress.
 - d. Design. All vehicular ingress/egress to and from passenger loading zone spaces shall be in forward motion only. All passenger loading zone spaces shall be clearly marked and signed to signify that they are for loading and unloading of passengers and shall not be used for other purposes.
 - e. Amenities. Amenities such as sitting areas, shade structures, and landscaping are encouraged to be provided adjacent to the passenger loading zone spaces.
 - f. Accessibility. Passenger loading zone spaces shall be compliant with the Americans with Disability Act (ADA).

(Ord. No. 19-19 , §1(13-1722), 9-17-2019)

Secs. 44-1801—44-1818. Reserved.

DIVISION 6. PEDESTRIAN AND BICYCLE ACCESS AND PARKING

Sec. 44-1819. Pedestrian and bicycle access.

- (a) *Quantity.* For all multifamily, commercial, institutional, and industrial uses, a minimum of one pedestrian/bicycle access way is required to at least one street frontage.
- (b) *Off-site connections.* Pedestrian/bicycle access shall include appropriate connections to existing and planned public pedestrian and bicycle facilities. If none exist, the connection is unnecessary; however, the site plan must depict a location such access can be installed should public pedestrian and bicycle facilities be installed in the right-of-way in the future.
- (c) *On-site connections.* The entire development shall provide walkways for full and safe pedestrian and bicycle circulation within the development.
 - (1) Walkways shall provide pedestrian access through or around off-street parking areas from public walks and/or bicycle facilities to building entries which directly and continuously connect areas of pedestrian origin and destination.
 - (2) Design requirements.
 - a. Walkways shall have an acceptable dust-free surface not less than five feet in width, be separate from the parking lot drive aisle and delineated with pavement markings or alternate paving materials.
 - b. The entirety of the on-site pedestrian walkway system shall be consistent with the Americans with Disabilities Act.
 - c. The material and layout of the pedestrian walkway shall be continuous as the pedestrian access crosses a driveway or internal drive.

(Ord. No. 19-19 , §1(13-1723), 9-17-2019)

Sec. 44-1820. Bicycle parking standards for multiple-family and nonresidential uses.

- (a) *Required provision of bicycle parking areas.*
 - (1) For all multifamily, commercial, institutional, and industrial uses, a minimum of four bicycle spaces shall be provided if off-street parking for vehicles is provided.
 - (2) For parking lots containing more than 40 automobile parking spaces, off-street bicycle parking spaces shall be provided equal to five percent of the automobile parking space requirement, or 20 bicycle parking spaces, whichever is less.
 - (3) A nonresidential use's automobile parking requirement may be reduced by providing additional bicycle parking. After the bicycle parking requirement has been met, a minimum of four bicycle parking spaces may be provided in lieu of one required automobile parking space, with a maximum reduction of up to five automobile parking spaces.
- (b) *Specifications for bicycle parking spaces.*

- CODE OF ORDINANCES
Chapter 44 ZONING

- (1) All bicycle parking provided shall be on a hard-surfaced area and be set back from walls and other objects so as to be functional. Freestanding bicycle parking racks shall be securely fastened to the ground.
- (2) Bicycle parking spaces and racks shall be located in a convenient and visible area no farther from the principal entrance to the building served than the closest automobile parking space. With the permission of the Department of Public Works, bicycle parking may be located in the public right-of-way.
- (3) Bicycle parking spaces shall be installed in conformance with setback requirements applicable to automobile parking lots. The placement of the racks shall not conflict with pedestrians and motorized traffic movements.
- (4) Covered spaces. If accessory automobile parking spaces are covered, bicycle parking spaces shall also be covered.

(Ord. No. 19-19 , §1(13-1724), 9-17-2019)

Secs. 44-1821—44-1843. Reserved.

DIVISION 7. OFF-STREET LOADING STANDARDS

Sec. 44-1844. Off-street loading requirements.

Off-street loading space shall be provided for any nonresidential use which requires the receipt or distribution of materials or merchandise by trucks or similar vehicles and which will have a gross floor area of 5,000 square feet or more, subject to following minimum standards:

- (1) The off-street loading requirement for buildings with less than 20,000 square feet of gross floor area may be satisfied by the designation of a loading zone area on the site. This loading zone area shall be separate from any required off-street parking area, and access to it shall not conflict with automobile or pedestrian circulation within the site.
- (2) Buildings with 20,001 to 50,000 square feet of gross floor shall provide one loading space.
- (3) Buildings with 50,001 to 100,000 square feet of gross floor shall provide two loading spaces.
- (4) Buildings with 101,000 or more square feet of gross floor shall provide one additional loading space per additional 300,000 square feet.

(Ord. No. 19-19 , §1(13-1725), 9-17-2019)

Sec. 44-1845. Size and location.

- (a) Semi-trailer spaces shall be at least 55 feet in length, ten feet in width, and 14 feet in height, plus necessary additional maneuvering space.
- (b) No loading space shall be located in a front yard or at the front of a building. Loading spaces shall not be located between any building and a public street unless provided with adequate screening and landscaping, in compliance with Article XIX of this chapter.
- (c) Spaces shall be at least 50 feet from the property line of any residential property or residentially zoned property.

- CODE OF ORDINANCES
Chapter 44 ZONING

- (d) All loading spaces and driveways shall be surfaced with a dustless all-weather material meeting the standards for off-street parking areas and driveways and subject to the approval of the City Engineer.

(Ord. No. 19-19 , §1(13-1726), 9-17-2019)



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

August 3, 2021

PREPARED BY

AGENDA ITEM # R.1

To receive and place on file the 2020 year-end financial results for the City.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. City of Green Bay - 2020 Audit Summary Handout



City of Green Bay

Financial highlights

Prepared for July 27, 2021 Finance Committee Meeting

Client service team

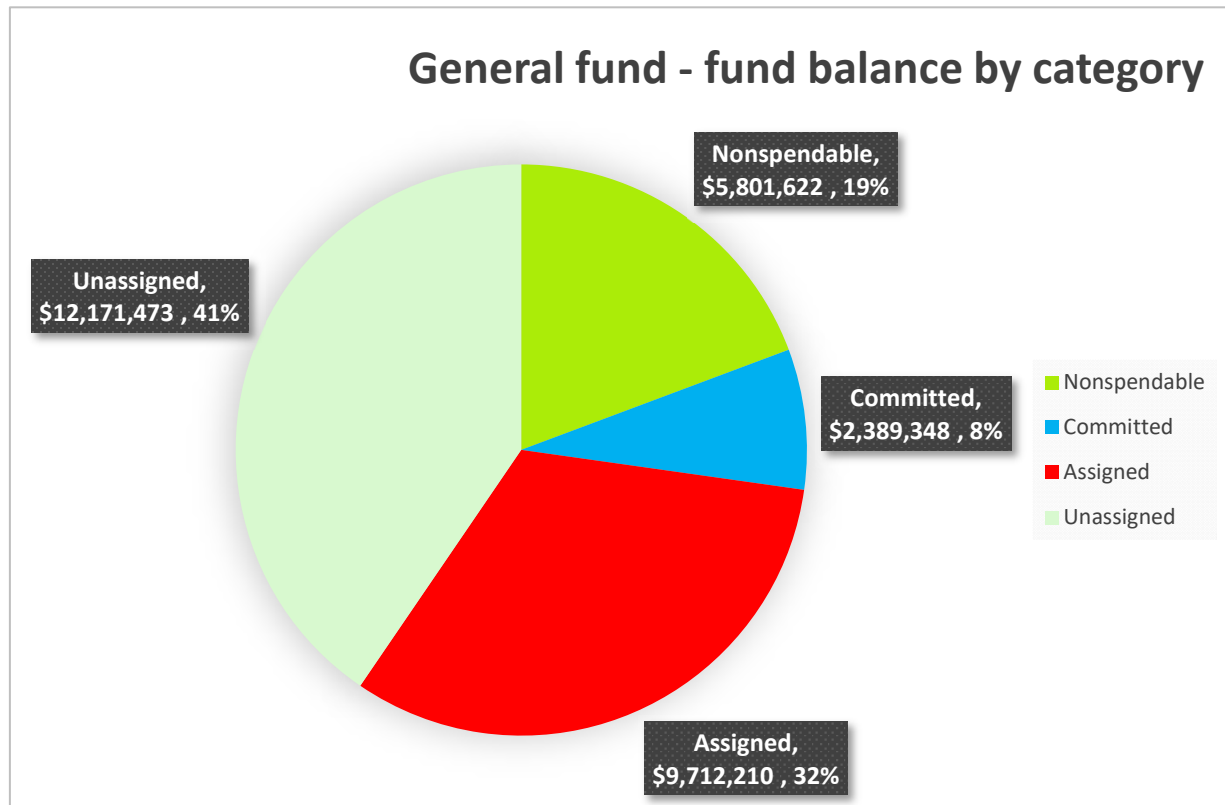
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Amanda R. Mboga, CPA, Senior Manager

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Summarized income statement

	<u>Actual</u>	<u>Final budget</u>	<u>Variance</u>
Revenues and other financing sources	\$ 88,550,785	\$ 90,320,036	\$ (1,769,251)
Expenditures and other financing uses	(85,031,171)	(90,832,832)	(5,801,661)
Net change in fund balance	<u>\$ 3,519,614</u>	<u>\$ (512,796)</u>	<u>\$ 4,032,410</u>

Fund balance category definitions

Nonspendable - amounts cannot be spent either because they are not in spendable form or because legal or contractual requirements require them to be maintained in tact.

Restricted - amounts that can be spent only for the specific purposes stipulated by an external source.

Committed - amounts constrained for specific purposes that are internally imposed through formal action of the governing body.

Assigned - spendable amounts that are intended to be used for specific purposes that are not considered restricted or committed.

Unassigned - residual amounts that have not been classified within other categories above.

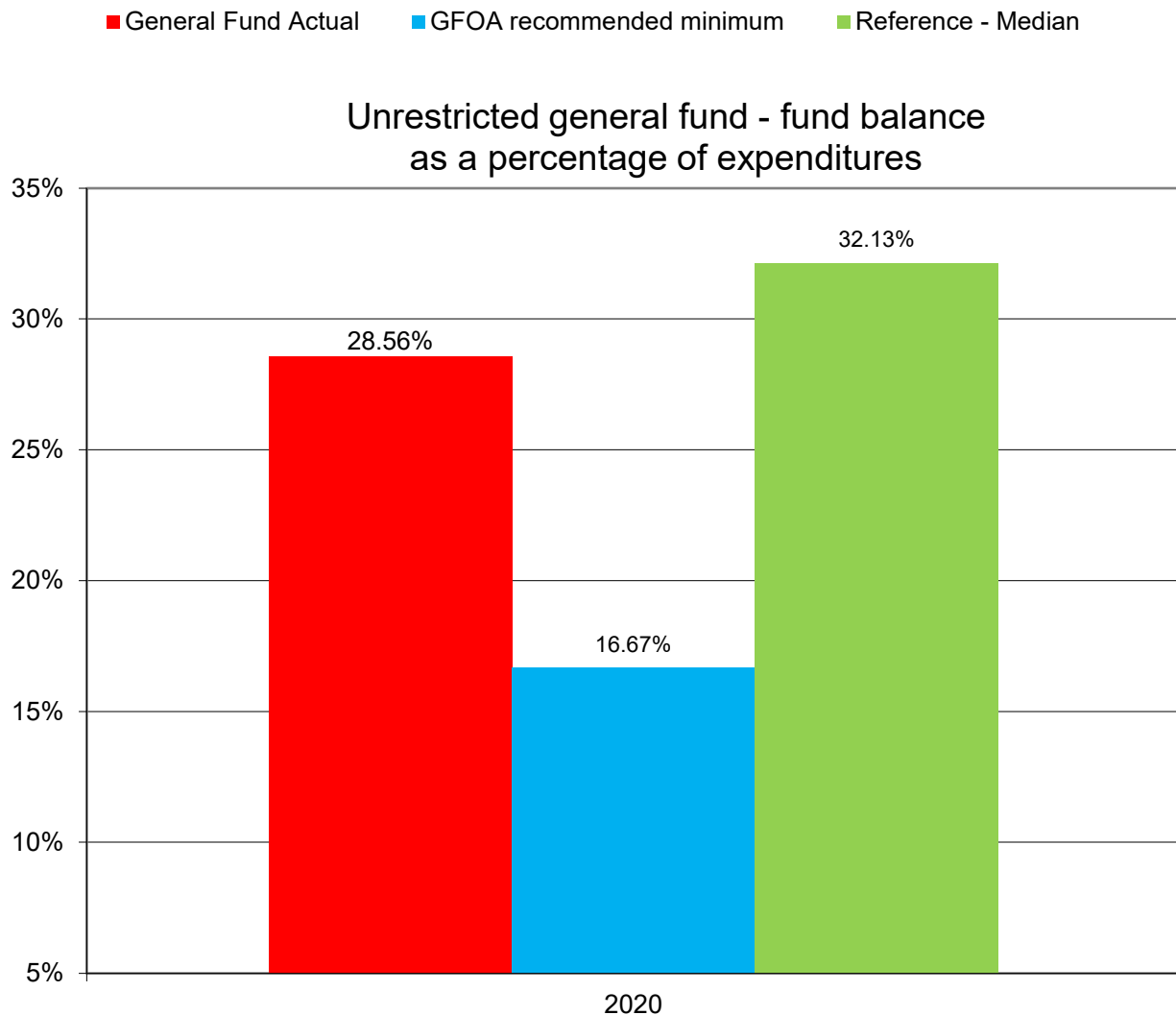
City of Green Bay

General fund - fund balance trends



Fund balance policy:

The City's policy is to maintain an unassigned general fund balance of 9-16% of expenditures. Unassigned fund balance as of 12/31/2021 was 14% of expenditures.



Other reference values

GFOA recommends a minimum of no less than 2 months (16.7%) of general fund expenditures.

Median reference value generated from 2015 - 2018 Baker Tilly municipal client data for population ranges of 30,000 to 150,000.

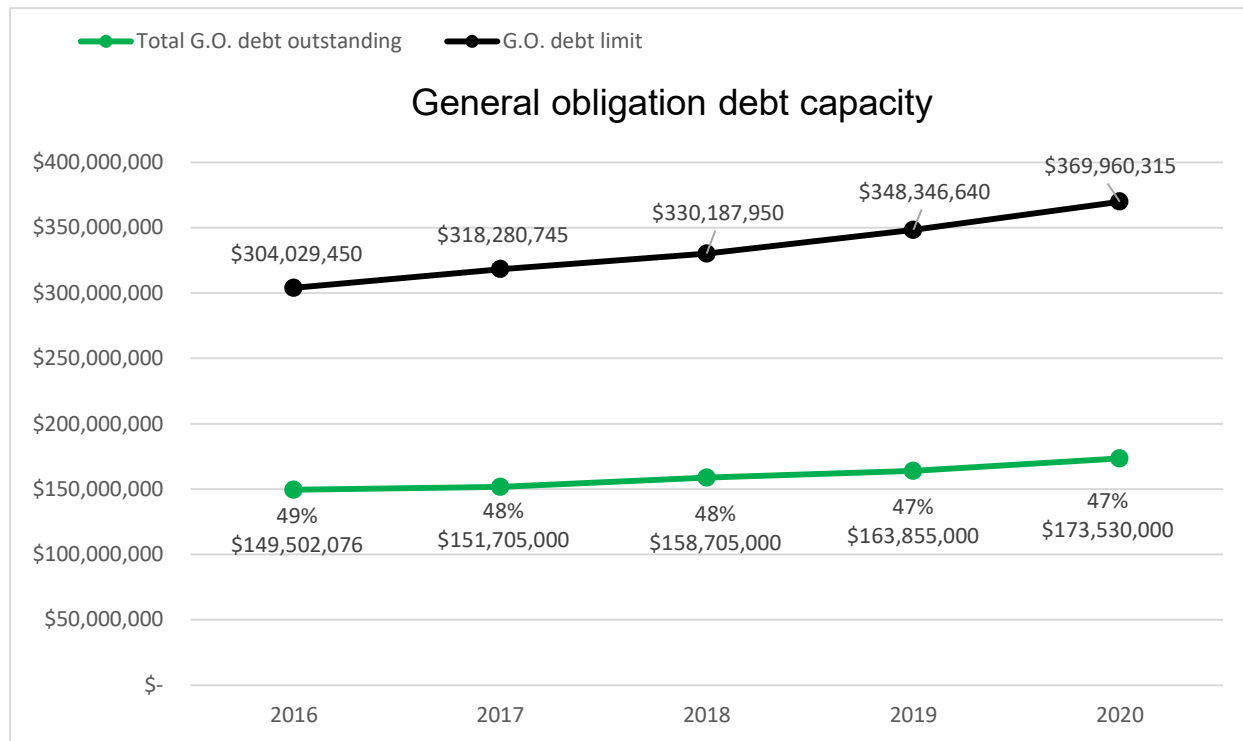
City of Green Bay

General obligation debt



Debt management:

Actual percentage of debt limit at 12/31/20: **47%**



Total debt outstanding by type at 12/31/2020

	General obligation	Revenue debt	Premiums	Total
City	\$ 173,530,000	\$ 44,457,000	\$ 1,325,738	\$ 219,312,738
Total	\$ 173,530,000	\$ 44,457,000	\$ 1,325,738	\$ 219,312,738

Comparative metrics available online through the Wisconsin Policy Forum.

<https://wispolicyforum.org/research/municipal-datatool-examining-and-comparing-wisconsin-cities-and-villages/>

General obligation debt per capita as of 12/31/2018 (latest information available) ranks the City of Green Bay as 209 out of 601 cities and villages in Wisconsin.

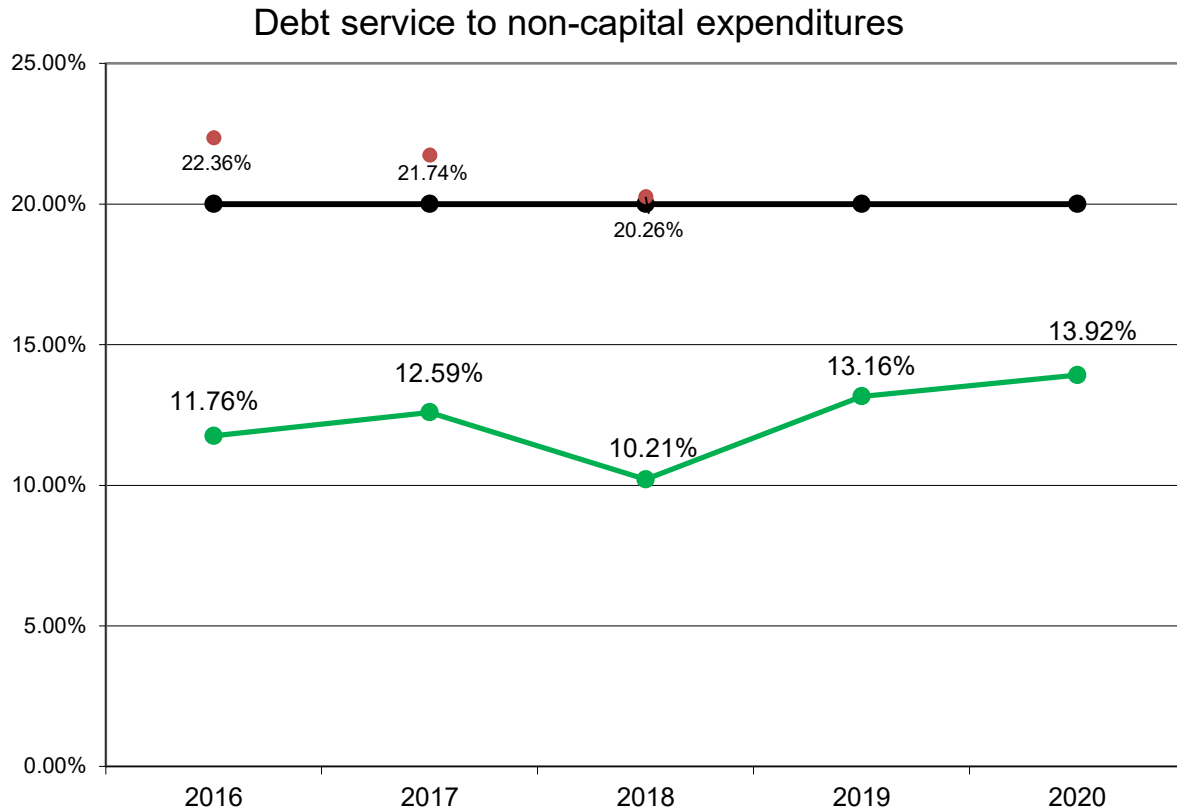
Of the 10 largest cities in Wisconsin, Green Bay ranks 8th in highest debt per capita. Of those municipalities, Green Bay ranks 6th in the highest used percentage of the state debt limit.

City of Green Bay

Governmental funds - debt service



City of Green Bay Reference - Median Bond Rating Agencies Recommendation



Current and prior year data

	2020	2019
Principal	\$ 24,071,000	\$ 21,176,000
Interest	7,181,615	6,901,962
Total	<u>\$ 31,252,615</u>	<u>\$ 28,077,962</u>
Non-capital expenditures	<u>\$ 224,576,865</u>	<u>\$ 213,362,999</u>

Other reference values

Bond Rating agencies recommend 20%

Median reference value generated from 2015 - 2018 Baker Tilly municipal client data for population ranges of 30,000 to 150,000.

City of Green Bay

Other governmental funds



	<u>2020</u>	<u>2019</u>
Fund balance - other governmental funds		
Sanitary Sewer Special Revenue Fund	<u>\$ 13,152,407</u>	<u>\$ 12,396,086</u>
Unrestricted fund balance as a % of expenditures	<u>63%</u>	<u>60%</u>
Debt Service - General	<u>\$ 2,291,792</u>	<u>\$ 3,109,552</u>
Restricted for debt service		
Nonmajor Funds		
Storm Sewer Special Revenue Fund	\$ 8,010,172	\$ 8,032,840
Storm Sewer Constuction	8,683,925	9,967,389
Storm Sewer Equipment Replacement	2,748,087	2,189,605
Street Construction	4,081,086	6,156,653
Sanitary Sewer Construction	5,558,422	3,901,407
Sanitary Sewer Equipment Replacement	2,844,708	2,180,226
Park Acquisition	2,542,147	2,887,843
Bay Beach Development	3,395,672	3,812,477
KI Convention Center	3,001,706	2,903,061
KI Convention Center Maintenance	2,030,761	1,834,199
TIF District #22	2,597,454	(27,321)
Other Special Revenue Funds	3,149,409	6,994,334
Other Capital Project Funds	<u>9,682,753</u>	<u>7,773,237</u>
Total fund balance - nonmajor funds	<u>\$ 58,326,302</u>	<u>\$ 58,605,950</u>
Net position - internal service funds		
Health, Workers Compensation and Liability Self-Insurance	<u>\$ 1,443,678</u>	<u>\$ 990,009</u>

City of Green Bay

Independent Auditors' Opinion



Objective of the audit is to express an opinion on your financial statements; Audit is planned and performed to provide reasonable assurance

Unmodified opinion - financial statements are presented fairly in accordance with generally accepted accounting principles

Emphasis of matter paragraph -

Restatement of December 31, 2019 fund balance and net position

Correct accrual of noncurrent liabilities (accrued vacation, sick leave escrow) that are not expected to be paid with expendable available resources

Correct the reporting of the tax equivalent transfer from the water utility

Add contributed capital asset from 2019

In accordance with *Government Audit Standards*, we have issued a separate report on our consideration of the City's internal control over financial reporting and our tests of compliance with laws, regulations, contracts and grant agreements.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

August 3, 2021

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # R.2

To recommend moving forward with refinancing of the 2013 RDA Lease Revenue Bond (KI 2).

BACKGROUND

The 2013 RDA Lease Revenue Bonds were originally issued to finance the expansion to the KI Center. The bonds are federally taxable, and state tax-exempt. They are pre-payable June 1, 2023, but can be "advance refunded" now.

The objectives of refinancing this debt now are 1) achieving debt service savings, and 2) mitigating anticipated near term tax revenue shortfalls.

The City's financial consultant, Ehler's has prepared a formal presentation that will provide additional background at the Finance Committee meeting on July 27th, 2021. Their presentation has been attached.

RECOMMENDATION

Staff recommends RDA authorization to proceed with the refinancing of the bonds, and preparing a formal resolution for RDA consideration on the August 10th meeting and Council on the August 17th meeting.

FISCAL IMPACT

Ehler's is estimating a potential savings of \$7.1 million.

ATTACHMENTS

1. Green Bay RDA LRB Refunding_2021-6-29



2013 RDA Lease Revenue Bond (KI 2) Refinancing Discussion

July 13, 2021

2013 RDA Lease Revenue Bonds (KI 2)

- Financed expansion to the KI Convention Center
- Interest rates range from 4.900% - 6.150%
- Bond security is a “quiet enjoyment” lease of the facilities from RDA to the City
 - ✓ Excess Room Tax Stabilization Fund dollars are expected source of bond repayment
 - ✓ In the event room tax revenues unavailable, City responsible to pay debt service from any other available source of funds
 - ✓ Due to unavailability of room tax dollars to make June 1, 2021, principal and interest payment, City appropriated \$732,888 in other funding to make lease payment to RDA
 - County funded reserve and unspent bond funds covered approximately \$647,000 of total amount needed

Room Taxes

- After payment of municipal administrative fees, base room taxes (8%) are used to pay debt service for:
 - ✓ 2012 Ashwaubenon CDA Bonds (Resch Center)
 - ✓ 2016 Green Bay RDA Bonds (KI 1)
- Surplus room taxes are then placed in a reserve within the Room Tax Stabilization Fund for the Resch Center and KI 1 Bonds
- Any funds in Room Tax Stabilization Fund in excess of \$5 million can be allocated by County to payment of the RDA's KI 2 Bonds

Room Taxes

- Projections prepared in early June by PMA for Brown County indicate:
 - ✓ No room tax revenue available for December 1, 2021, interest payment due on the KI 2 Bonds
 - ✓ Approximately \$476,670 projected as available for June 1, 2022, principal and interest payment
 - ✓ Sufficient room tax to make December 1, 2022, and future payments

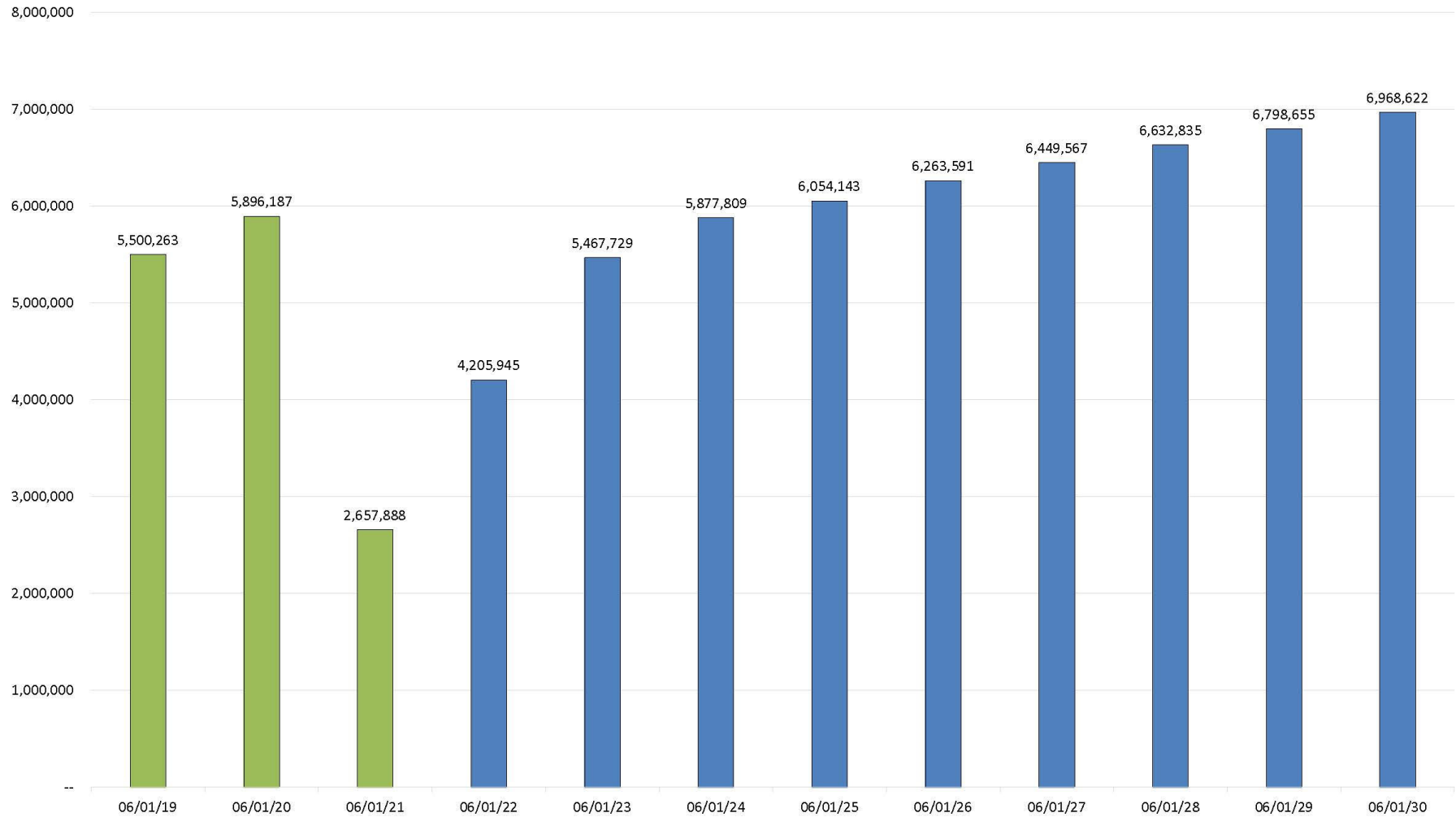
Next Three Payment Dates - Prior to Refinancing

Payment Due	Principal	Interest	Total	Less Room Taxes	Projected Shortfall
12/1/2021	\$ -	\$ 727,766.25	\$ 727,766.25	\$ -	\$ 727,766.25
6/1/2022	\$ 5,000.00	\$ 727,766.25	\$ 732,766.25	\$ (476,670.46)	\$ 256,095.79
12/1/2022	\$ -	\$ 727,643.75	\$ 727,643.75	\$ (727,643.75)	\$ -



Room Tax Revenue Projection
2018 through Bond Year Ending June 1, 2030

Brown County Net Room Taxes Projection (12-months Period Ending with May 4th Deposit)



Proposed Refinancing

- KI 2 Bonds are prepayable June 1, 2023, but can be “advance refunded” now
 - ✓ Proceeds of new bonds placed into escrow to defease prior bonds
- Issued by RDA – Federal taxable / State tax-exempt
- Proposed purchaser – Baird
- Refinancing objectives –
 - ✓ Achieve debt service savings
 - ✓ Opportunity to mitigate anticipated near term room tax revenue shortfalls

Proposed Refinancing

Existing Debt Service				Projected Debt Service Following Refinancing						Potential Savings	
Issue	Taxable Lease Revenue Bonds, Series 2013 (KI Convention Center Project)			Taxable Lease Revenue Bonds, Series 2013 (KI Convention Center Project)			Proposed Taxable Lease Revenue Refunding Bonds, Series 2021			Potential Savings	
Par Amount	\$24,840,000			\$24,840,000			\$27,915,000				
Dated	19-Nov-13			19-Nov-13			23-Nov-21				
Calendar Year	Prin (6/1)	Interest	Total	Prin (6/1)	Interest	Total	Prin (6/1)	Interest	Total		Year
2021		727,766	727,766		0	0			0	727,766	2021
2022	5,000	1,455,410	1,460,410		0	0		835,332	835,332	625,078	2022
2023	5,000	1,455,165	1,460,165		0	0	345,000	815,827	1,160,827	299,338	2023
2024	150,000	1,451,368	1,601,368		0	0	490,000	811,983	1,301,983	299,385	2024
2025	320,000	1,439,853	1,759,853		0	0	660,000	804,963	1,464,963	294,890	2025
2026	405,000	1,421,786	1,826,786		0	0	740,000	795,003	1,535,003	291,784	2026
2027	600,000	1,395,960	1,995,960		0	0	925,000	781,239	1,706,239	289,722	2027
2028	410,000	1,369,495	1,779,495		0	0	720,000	765,714	1,485,714	293,782	2028
2029	985,000	1,332,035	2,317,035		0	0	1,285,000	743,543	2,028,543	288,492	2029
2030	1,040,000	1,276,840	2,316,840		0	0	1,320,000	712,205	2,032,205	284,635	2030
2031	1,100,000	1,217,440	2,317,440		0	0	1,355,000	678,019	2,033,019	284,421	2031
2032	1,165,000	1,153,438	2,318,438		0	0	1,390,000	640,880	2,030,880	287,558	2032
2033	1,235,000	1,084,420	2,319,420		0	0	1,435,000	600,895	2,035,895	283,526	2033
2034	1,310,000	1,009,960	2,319,960		0	0	1,480,000	558,179	2,038,179	281,782	2034
2035	1,390,000	930,310	2,320,310		0	0	1,525,000	512,642	2,037,642	282,669	2035
2036	1,475,000	845,793	2,320,793		0	0	1,575,000	464,114	2,039,114	281,679	2036
2037	1,565,000	756,113	2,321,113		0	0	1,630,000	412,421	2,042,421	278,692	2037
2038	1,660,000	659,730	2,319,730		0	0	1,685,000	357,800	2,042,800	276,931	2038
2039	1,765,000	556,124	2,321,124		0	0	1,745,000	300,425	2,045,425	275,699	2039
2040	1,875,000	446,014	2,321,014		0	0	1,810,000	240,071	2,050,071	270,943	2040
2041	1,990,000	328,103	2,318,103		0	0	1,870,000	176,676	2,046,676	271,427	2041
2042	2,115,000	201,874	2,316,874		0	0	1,940,000	108,632	2,048,632	268,242	2042
2043	2,225,000	68,419	2,293,419		0	0	1,990,000	36,517	2,026,517	266,902	2043
TOTALS	24,790,000	22,583,413	47,373,413	0	0	0	27,915,000	12,153,074	40,068,074	7,305,338	

= Maturities Subject to Optional Redemption

= Refunded With 2021 Bonds

Less Reduction in DSR Requirement

(238,430)

Potential Net Future Value Savings

7,066,908

Proposed Refinancing

- In addition to achieving debt service savings, refinancing will help mitigate shorter-term room tax insufficiency

Next Three Payment Dates - Prior to Refinancing

Payment Due	Principal	Interest	Total	Less Room Taxes	Projected Shortfall
12/1/2021	\$ -	\$ 727,766.25	\$ 727,766.25	\$ -	\$ 727,766.25
6/1/2022	\$ 5,000.00	\$ 727,766.25	\$ 732,766.25	\$ (476,670.46)	\$ 256,095.79
12/1/2022	\$ -	\$ 727,643.75	\$ 727,643.75	\$ (727,643.75)	\$ -

Next Three Payment Dates - After Refinancing (Estimate Only)

Payment Due	Principal	Interest	Total	Less Room Taxes	Projected Shortfall
12/1/2021	\$ -	\$ -	\$ -	\$ -	\$ -
6/1/2022	\$ -	\$ 426,745.64	\$ 426,745.64	\$ (426,745.64)	\$ -
12/1/2022	\$ -	\$ 408,586.25	\$ 408,586.25	\$ (408,586.25)	\$ -

Proposed Timeline

Date	Event
July 13	RDA Board preliminary discussion
July 27	Finance Committee preliminary discussion
August 10	RDA Board adopts Initial Resolution
August 17	Common Council adopts Authorizing Resolution
November 8	Bond pricing
November 9	Common Council and RDA Board meetings to approve Bond Purchase Agreement
November 23	Closing/2013 RDA Bonds defeased
June 1, 2022	First payment due on new bonds



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

August 3, 2021

PREPARED BY

Calvin Winters

AGENDA ITEM # R.3

To approve the purchase of 2 Ambulances for the Green Bay Metro Fire Department from Jefferson Fire & Safety for the sum of \$544,163.36 based on the contract put in place from 2020 RFB 3266. Summary attached.

BACKGROUND**RECOMMENDATION****FISCAL IMPACT****ATTACHMENTS**

- I. RFB #3266 Summary

CITY OF GREEN BAY QUOTE SUMMARY
RFB #3266 - Type I Ambulance

Dept: GBMFD	Req #	VENDOR #1
DS Planholders: 6	CC #071-072	JEFFERSON FIRE & SAFETY
Issued: 6/18/2020	Due: 7/6/2020	Middleton, WI
DESCRIPTION		
Year/Brand/Model of Cab & Chassis:		2020 Ford F450 4x4
Year/Brand/Model of Body:		2020 Life Line Superliner Type I
Total Cost of 2020 Model Year Complete Unit:		\$ 261,617.00
(Optional) Maximum percentage increase from 2020 model year for 2021		4% for 1-2 units ordered 3% for 3+ units ordered
(Optional) Maximum percentage increase from 2020 model year for 2022		8% for 1-2 units ordered 6% for 3+ units ordered
		Note: Ordering 3 or more units at the same time that are similar build will have a less % increase
Early Payment Discount & Payment Terms:		\$1,000.00 (due upon invoice)

Recommendation:



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

August 3, 2021

PREPARED BY

AGENDA ITEM # R.4

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 July 2021 revised



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

August 3, 2021

PREPARED BY

AGENDA ITEM # R.5

To receive and place on file the pending litigation status update.

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

None



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

August 3, 2021

PREPARED BY

AGENDA ITEM # R.6

To proceed as discussed in closed session with opioid litigation.

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

None



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

August 3, 2021

PREPARED BY

AGENDA ITEM # R.7

To deny action on a request by Kris Teske for conflict counsel for the WEC Complaint titled, Carlstedt, et al. v. Meagan Wolfe, et al.

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

None

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: July 27, 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.

- Programmer Analyst – Replacement position due to the resignation of Lucas Trombley effective June 25, 2021. Salary range: \$65,000 - \$76,481 annually.
- Engineering Technician – Replacement position due to the retirement of Pam Freeman effective June 21, 2021. Salary range: \$26.91 to \$31.65 per hour
- Mechanic – Replacement position due to a vacancy effective July 13, 2021. Salary range: \$24.74 to \$29.09 per hour
- Operator II – Replacement position due to the retirement of Jerry Athey effective July 16, 2021. Salary range: \$22.53 to \$26.52 per hour

Position Fill Request
Justification Report
6/23/2021

Position Title: Information Technology and Services Programmer / Analyst

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
(List name of incumbent and date leaving)

This Programmer Analyst position will be vacant as a result of the resignation of Lucas Trombley effective 6/25/2021.

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 in current budget. The current wage range is \$65,000 - \$76,481 (Pay Grade K).

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

Knowledge of Visual Studio, SQL Server, C#, ASP.Net, SSRS, SharePoint, 365

The ability to analyze current human procedures and interactions and model them using the above software to increase efficiencies thus saving money.

The ability to multi-task complex work assignments.

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

The position reduces significant expenses by creating custom developed software applications that match city workflow reducing duplicate data entry and improving work efficiencies. This position has created RoboCity, a software application that encompasses many smaller applications including SPA's, weights and measures, insurance certificates and more. Exported municipal court records to be converted into new application.

➤ \$1,000.000 Reduced software purchases.

➤ \$200,000 annually reduced software maintenance from purchased software applications to custom developed software applications.

➤ \$250,000 from increased city efficiency through improved job workflow.

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

Current programming staff are updating current software applications including ECLIPS, GERP and RoboCity. Assisting with the implementation of newly purchased software including MicroSoft 365.

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

Duties are reassigned to other programmers when needed. The duties were being completed by the exiting Programmer/Analyst.

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

Decreased city efficiencies through the use of technology. There are many instances throughout the city where efficiencies can be gained through the better utilization of customized software applications.

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

Software applications could be bought from third parties which do not specifically meet the cities requirements thus increasing duplicate data entry and inefficient city workflow. Third party software applications would also increase annual software maintenance.

9. Are there union issues?

No

10. Other supporting comments.

The city Programmer/Analyst positions model manual city workflow and provide a digital solution to increase city efficiencies.

**Position Fill Request
Justification Report
June 21, 2021**

Position Title: ENGINEERING TECHNICIAN

- 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 Pam Freeman who retired on June 21, 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 through two (2) different funding sources: Sanitary Sewer District budget (25%+/-) and Storm Water Utility budget (75%+/-). The compensation for the position presently ranges from \$26.91 - \$31.65/hour.

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

The Storm Water Engineering Technician completes a variety of responsibilities that are critical to the mission of the Department of Public Works, Sanitary District and Storm Water Utility.

The position provides oversight and administers contracts related to the Storm Water Facility Maintenance Program (vegetation, repairs, trapping, dredging); provides information and education to the public regarding storm water management and the benefits associated with keeping storm water clean; administers the storm water outfall monitoring program; coordinates with other City Departments regarding the preparation and submission of individual site Storm Water Pollution Prevention Plans and documentation; along with data collection, AutoCAD drafting and GIS data modifications.

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

The position does not generate revenue.

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

One (1) Engineering Aide was eliminated from the staff in 1997 as well as a related Engineering Technician position in 2007.

Although engineering operations have been improved by technology, the size of the City continues to grow and the WDNR storm water permit along with the EPA Consent order that had been imposed additional duties that will be shared by the Technician both within the office and field.

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

The duties of this position are presently being completed by the current employee. The position is expected to be vacant as a result of the retirement June 21, 2021 at which time remaining staff will attempt to continue doing the some of the primary duties and tasks in as efficient manner as possible. The majority of the duties will largely go incomplete until the position is filled.

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

If the position would be eliminated, the majority of the duties associated with requirements within the WDNR MS4 Storm Water Permit would not be completed placing the City at risking of being in non-conformance and subject to regulatory actions by both the WDNR and EPA.

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

Consultants are used to supplement staff for specialized projects. However, it is more cost effective, and better continuity is maintained, with a City employee that knows and understands DPW Engineering policies and procedures.

9. Are there union issues?

None.

10. Other supporting comments.

**Position Fill Request
Justification Report
July 19, 2021**

Position Title: Mechanic – DPW Operations Division/Motor Equipment Section

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

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

This position is vacant as a result of the Ken Behnke leaving DPW effective on Tuesday, July 13, 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 currently funded in the DPW-Operations Division operating budget. The current base wage for a Mechanic is \$24.74/hour to \$29.09/hour (\$51,459 to \$60,528 annually).
3. **Please list the functions and any special information regarding this position.**
DPW Mechanics maintain and repair all DPW vehicles and equipment; as well as Parking Division, Planning/Housing Department, and Mayor's Office vehicles. Mechanics also assist other departments with vehicle and equipment repairs when requested.
4. **Does the position generate revenue or reduce expenses? If so, provide an estimated amount.**
This position does not generate revenue for the City. But the use of in-house labor and equipment reduces the need to contract these services out to a private vendor
5. **Please explain why current staff is unable to absorb duties of this position.**
DPW has thirteen (13) Mechanics in its table of organization. Any vacancy adds workload to other Motor Equipment Section staff, which reduces the ability of the section to maintain DPW's preventative maintenance and repair programs at the necessary level. Insufficient Mechanic staffing contributes to extended vehicle and equipment down time. DPW cannot maintain all repair requests at all times with a short staff. Replacement of the Mechanic vacancy is necessary.
6. **If duties of this position are presently being done, how are they done?**
Duties associated with any vacant position are assigned to other employees. If there is a lack of personnel, then assignments are prioritized. Unassigned duties are postponed, not completed, or overtime expenditures are required to complete necessary repairs.
7. **What service would be reduced or eliminated if this position is not filled?**
DPW cannot reduce or eliminate core services. Motor Equipment Section operates as an internal City service agency for DPW, and other departments. Its clients are DPW, Mason Manor, Inspection Department, Mayor's Office, Parking Division, and Police/Fire Departments when requested. If Mechanic positions are eliminated, DPW would first reduce or eliminate services provided to other departments. DPW must maintain its own fleet first.

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

The alternative to not filling Mechanic vacancies is expenditure of overtime to keep up with workload demand. Using overtime could reduce cost to the City *in the short term* by not having to cover fringe benefits of eliminated Mechanic positions. However, regular overtime assignments lead to burnout, low morale, increased worker compensation injuries, and increased absenteeism. Another alternative to eliminating Mechanic positions is privatization, but that typically is a more expensive alternative.

9. Are there union issues?

No

10. Other supporting comments.

None

**Position Fill Request
Justification Report**
July 19, 2021

Position Title: Operator II – DPW Operations Division/Street Section

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

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

This position will be vacant as a result of the retirement of Jerry Athey, effective at the end of the work day on Friday, July 16, 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 currently funded in the DPW operating budget. The current salary range for this position is \$22.53/hour \$26.52/hour (\$46,862/year to \$55,182/year)

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

Operator II employees perform a range of duties including, but not limited to operation of the tub grinder, loaders, graders, backhoes, excavators, rollers, and other specialized equipment. They also operate commercial vehicles, and perform general labor related to road and guard rail repair, and other assignments necessary to perform DPW functions.

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

This position does not generate revenue for the City. But the use of in-house labor and equipment reduces the need to contract out for those services.

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

Loss of an Operator II position represents a reduction in DPW's ability to provide all Street Section services in a timely manner, including snow plowing. Additionally, effective and efficient operation of road graders and loaders is a learned and acquired ability. Not all employees exhibit the necessary abilities to complete this work.

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

Duties are assigned to other Street Section employees as needed, dependent on their skill level. When there is a lack of personnel, assignments are prioritized. Lower priority tasks are postponed or not completed.

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

DPW will continue to perform all of its core services. However, a reduction in staffing will result in a lower level of service to residents and potentially increase the amount of time required to complete the services.

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

Reducing the level of services provided, working overtime to maintain the expected level of service, or outsourcing of services.

9. Are there union issues?

No

10. Other supporting comments.

None

Agreement Between

City of Green Bay

And

City of Green Bay
Parks and Forestry Labor
Association

2021

Agreement Between
City of Green Bay
And
City of Green Bay Parks and Forestry Labor Association
2021

This Agreement has been made and entered into between the City of Green Bay, hereinafter referred to as the "City" and City of Green Bay Parks and Forestry Association, hereinafter referred to as the "Association".

ARTICLE 1
RECOGNITION

The City agrees to recognize representatives of City of Green Bay Parks and Forestry Association, as the exclusive bargaining agent for all regular full-time employees in the employ of the Employer in the City of Green Bay Parks, Recreation and Forestry Department excluding temporary, seasonal, supervisory and office clerical employees for all issues specifically addressed in this Agreement.

ARTICLE 2
TERM OF AGREEMENT

This Agreement will become effective as of January 1, 2021 and remain in full force and effect to and including December 31, 2021.

ARTICLE 3
WAGES AND RATES

Attached hereto and marked Appendix A is the City Pay Plan schedule showing the classifications and the wage rates of the employees covered by this Agreement including a schedule that includes a 1% increase effective with the first day of the pay period in which October 1, 2021 occurs. It is mutually agreed that said City Pay Plan Schedule and the contents hereof will constitute part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement approved by the Parks and Forestry Labor Association and approved by the City Council on August 3, 2021.

City of Green Bay

Parks and Forestry Labor Association

Eric Genrich, Mayor

Mark Berglund, President

Joseph W. Faulds, Human Resources Director

Frank Theys, Secretary

Celestine Jeffreys, City Clerk

Attorney

APPENDIX A

CITY OF GREEN BAY PARKS AND FORESTRY LABOR ASSOCIATION

CITY PAY PLAN

Placement on a step of the schedule is in accordance with the procedures approved by the City Council for placing employees on a step of the new City Pay Plan.

CLASSIFICATIONS IN ACCORDANCE WITH CITY PAY PLAN January 1, 2021

Pay Grade I ✦ Master Plumber ✦ Mechanic Foreperson	Pay Grade H ✦ Mechanic ✦ Sr. Carpenter
Pay Grade G ✦ Carpenter ✦ Forestry Worker II ✦ HVAC Specialist ✦ Painter ✦ Park Maintenance Foreperson ✦ Parts Clerk	Pay Grade F ✦ Forestry Worker I ✦ Park Maintenance Worker

WAGES IN ACCORDANCE WITH CITY PAY PLAN January 1, 2021

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Performance Range
I	\$26.91	\$27.68	\$28.49	\$29.26	\$30.07	\$30.84	\$31.65	\$31.66 - \$36.39
H	\$24.74	\$25.45	\$26.17	\$26.91	\$27.63	\$28.36	\$29.09	\$29.10 - \$33.45
G	\$22.53	\$23.22	\$23.87	\$24.53	\$25.18	\$25.87	\$26.52	\$26.53 - \$30.50
F	\$20.36	\$20.97	\$21.56	\$22.17	\$22.77	\$23.37	\$23.96	\$23.97 - \$27.56

CLASSIFICATIONS IN ACCORDANCE WITH CITY PAY PLAN
October 1, 2021

Pay Grade I ✦ Master Plumber ✦ Mechanic Foreperson	Pay Grade H ✦ Mechanic ✦ Sr. Carpenter
Pay Grade G ✦ Carpenter ✦ Forestry Worker II ✦ HVAC Specialist ✦ Painter ✦ Park Maintenance Foreperson ✦ Parts Clerk	Pay Grade F ✦ Forestry Worker I ✦ Park Maintenance Worker

WAGES IN ACCORDANCE WITH CITY PAY PLAN
October 1, 2021

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Performance Range
I	\$27.18	\$27.96	\$28.77	\$29.55	\$30.37	\$31.15	\$31.97	\$31.98 - \$36.75
H	\$24.99	\$25.70	\$26.43	\$27.18	\$27.91	\$28.64	\$29.38	\$29.39 - \$33.78
G	\$22.76	\$23.45	\$24.11	\$24.78	\$25.43	\$26.13	\$26.79	\$26.80 - \$30.81
F	\$20.56	\$21.18	\$21.78	\$22.39	\$23.00	\$23.60	\$24.20	\$24.21 - \$27.84

**The Following Guidelines Are For Informational Purposes
And Not Subject To Bargaining**

- **STEP PROGRESSION:** Employees are eligible for an annual step increase, unless otherwise agreed to by the Department Head and Human Resources Director, until they reach Step 7 of the appropriate pay grade, provided the employee's overall performance is rated at meets expectations or higher. Requests for a step increase must be accompanied by a written performance review and recommendation by Department Head or designee.
- Employees hired at Step 1 will be eligible for a step increase after 6-months of employment and thereafter will be eligible for annual increases. Employees hired at Step 2 or higher will be eligible for a step increase after 12-months of employment. All requests for a step increase must be accompanied by a written performance review and recommendation by Department Head or designee.
- **PERFORMANCE INCREASES:** Once an employee reaches Step 7 of the appropriate pay grade, the employee is eligible for a 1% annual increase to the maximum of the range based on the following criteria.
 - a. Performance rated overall as 'Meets Expectations'.
 - b. Other arrangements between Employee, Department Head and Human Resources Director.

Requests for a performance range increase must be accompanied by a written performance review and recommendation by Department Head or designee.

- The Forestry Leadworker will receive \$1.00 per hour above the regular classified rate for each hour worked. Supervisors may assign Leadworker duties in situations in which such additional supervision or direction is warranted.
- Forestry On-Call Phone: A Forestry Worker II (FWII) will be scheduled to carry the on-call and respond to after hour emergency requests for tree work impacting the road right of ways. A FWII will be on-call Monday-Sunday and expected to answer and respond to any requests received. Compensation will be paid for the weekend times (Friday, Saturday, and Sunday). The FWII is on-call at a rate of \$75.00 per day. Week day holidays are compensated at \$37.50. Weekend holidays are compensated at \$112.50.
- Plumber license to be reimbursed at \$300 every 2-years effective in the first pay period in February.
- Maintenance Specialist or Park Maintenance Workers who perform mechanic duties between 2:30 PM and 10:30 PM will receive an additional \$0.50 per hour for those hours.

Agreement Between

City of Green Bay

And

City of Green Bay
Department of Public Works Labor
Association

2021

Agreement Between
City of Green Bay
And
City of Green Bay Department of Public Works Labor Association
2021

AGREEMENT

This Agreement has been made and entered into between the City of Green Bay, hereinafter referred to as the "City" and City of Green Bay Public Works Labor Association, hereinafter referred to as the "Association" pursuant to the provisions of Chapter 11.70 of the Wisconsin Statutes.

ARTICLE 1
RECOGNITION

The City recognizes representatives of City of Green Bay Public Works Labor Association, as the exclusive bargaining agent for all issues specifically addressed in this Agreement, for all its employees in the Department of Public Works as defined in the certification issued by the Wisconsin Employment Relations Board on November 10, 1965 and September 26, 1978.

ARTICLE 2
TERM OF AGREEMENT

This Agreement will become effective as of January 1, 2021 and remain in full force and effect to and including December 31, 2021.

ARTICLE 3
WAGES AND RATES

Attached hereto and marked Appendix A is the City Pay Plan schedule showing the classifications and the wage rates of the employees covered by this Agreement including a schedule that includes a 1% increase effective with the first day of the pay period in which October 1, 2021 occurs. It is mutually agreed that said City Pay Plan Schedule and the contents hereof will constitute part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement approved by the Public Works Labor Association and approved by the City Council on August 3, 2021

City of Green Bay

Department of Public Works Labor Association

Eric Genrich, Mayor

Jared Zalewski, President

Joseph W. Faulds, Human Resources Director

Steve Gandy, Secretary

Celestine Jeffreys, City Clerk

Attorney

APPENDIX A

PUBLIC WORKS LABOR ASSOCIATION NEW PAY SCHEDULE

Placement on a step of the schedule is in accordance with the procedures approved by the City Council for placing employees on a step of the new City Pay Plan.

CLASSIFICATIONS IN ACCORDANCE WITH CITY PAY PLAN January 1, 2021	
Pay Grade I ✦ Mechanic Foreperson ✦ Sewer Worker Foreperson	Pay Grade H ✦ Mechanic ✦ Sr. Carpenter ✦ Sewer Technical Worker
Pay Grade G ✦ Signs Worker Foreperson ✦ Operator II ✦ Sewer Maintenance Worker ✦ Signs Operator	Pay Grade F ✦ Building Maintenance Tech ✦ Laborer ✦ Operator I ✦ Signs Laborer ✦ Truck Driver

WAGES IN ACCORDANCE WITH CITY PAY PLAN January 1, 2021								
Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Performance Range
I	\$26.91	\$27.68	\$28.49	\$29.26	\$30.07	\$30.84	\$31.65	\$31.66 - \$36.39
H	\$24.74	\$25.45	\$26.17	\$26.91	\$27.63	\$28.36	\$29.09	\$29.10 - \$33.45
G	\$22.53	\$23.22	\$23.87	\$24.53	\$25.18	\$25.87	\$26.52	\$26.53 - \$30.50
F	\$20.36	\$20.97	\$21.56	\$22.17	\$22.77	\$23.37	\$23.96	\$23.97 - \$27.56

**CLASSIFICATIONS IN ACCORDANCE WITH CITY PAY PLAN
October 1, 2021**

Pay Grade I ✦ Mechanic Foreperson ✦ Sewer Worker Foreperson	Pay Grade H ✦ Mechanic ✦ Sr. Carpenter ✦ Sewer Technical Worker
Pay Grade G ✦ Signs Worker Foreperson ✦ Operator II ✦ Sewer Maintenance Worker ✦ Signs Operator	Pay Grade F ✦ Building Maintenance Tech ✦ Laborer ✦ Operator I ✦ Signs Laborer ✦ Truck Driver

**WAGES IN ACCORDANCE WITH CITY PAY PLAN
October 1, 2021**

Pay Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Performance Range
I	\$27.18	\$27.96	\$28.77	\$29.55	\$30.37	\$31.15	\$31.97	\$31.98 - \$36.75
H	\$24.99	\$25.70	\$26.43	\$27.18	\$27.91	\$28.64	\$29.38	\$29.39 - \$33.78
G	\$22.76	\$23.45	\$24.11	\$24.78	\$25.43	\$26.13	\$26.79	\$26.80 - \$30.81
F	\$20.56	\$21.18	\$21.78	\$22.39	\$23.00	\$23.60	\$24.20	\$24.21 - \$27.84

- Mechanics and Sweeper Operators working the night shift will receive a differential of \$0.50 per hour for all hours worked.
- An employee in Pay Grade F will receive an additional \$0.40 per hour when serving as a Laborer or Truck Driver on Crack Filling, Crack Router or Hot Patch Roller.

The Following Guidelines Are For Informational Purposes and Not Subject To Bargaining

- No employee will suffer a reduction in pay if required to take a temporary job that has a lesser rate of pay. Any employee required to take temporary jobs of a higher pay grade will receive an additional \$2.45 per hour while performing work of the higher pay grade. If the higher paid position is 2-pay grades higher the employee will receive \$4.90 per hour.
- Sewer maintenance employees on stand-by through the weekend, from the end of the workday on Friday through the beginning of the workday on Monday, will receive 9-hours pay (3-hours per day) at their regular hourly rate of pay and 1-additional hour when a holiday falls on a weekend and 4-hours when a holiday falls on a weekday.
- Holiday pay for custodians will be at 8-hours for full day holidays and 4-hours for ½-day holidays.



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

MEETING DATE

August 3, 2021

PREPARED BY

Laura Schley, Staff

AGENDA ITEM # T.1

To approve the selection of the following ten finalists as well as five reserve finalists, ranked in order based on scores received, for the Paint in the Parks, park shelter mural project:

1. H1 - Frisbee
2. Q1 - Return of Pelican
3. L2 - Do We See Ourselves In Each Other?
4. A1 - Music Is Life
5. E1 - Flight Pattern
6. T2 - Nocturnal Nature
7. K1 - Dance of the Dragonfly
8. O1 - American Robin (in-flight)
9. F1 - Seasons: Fall Mandala | Winter Mandala
10. S4 - Abstract Interior #17
11. B1 - Olde Preble Park Turtle/Caterpillar
12. I2 - Green Bay Modern Postcard #2
13. R3 - Flora, Fauna & Fish
14. D2 - We Rise
15. Y2 - You Will Change The World

BACKGROUND

Parks Department staff has been working with the Department of Community and Economic Development (DCED) staff to develop project guidelines for park shelter murals. The installation of at least ten mural panels will be installed on park shelters/structures located within Community Development Block Grant (CDBG) eligible areas. Funding for the project is through CDBG funds to establish artwork within low-to-moderate income areas. Finished murals will be installed within CDBG eligible parks, to be determined by staff.

A Call-for-Art was released during the month of June. Staff received submissions from over 20 artists with over 45 artworks to select from.

The GBPAC along with assistance from Parks Department staff may select at least ten panels. The GBPAC and Parks Department has the right to decline all submissions and retract this call for art for any reason at any time. Staff will coordinate with selected artists on establishing panel pickup/scheduled paint days to complete the selected designs. The artwork is anticipated to be finished and returned to staff for installation in late September/early October. Installation of finished mural panels will be completed by the Parks crew following artwork placement determined by staff.

RECOMMENDATION

Staff recommends the selection of ten finalists as well as five reserve finalists for the Paint in the Parks, park

shelter mural project.

FISCAL IMPACT

Based on current project estimates, ten plywood mural panels can be completed for roughly \$12,000 resulting in roughly \$10,000 CDBG funds remaining. Similarly, current project estimates for ten aluminum mural panels can be completed for roughly \$15,000, with a remaining balance of roughly \$7,000 in CDBG funds. Dependent on the final costs of materials, this estimate may increase or decrease slightly resulting in several reserve finalists to be added.

There is currently \$22,394 in CDBG funds available for art projects to be spent before November 2021.

ATTACHMENTS

1. Paint in the Parks Call-for-Art
2. Park Shelter Mural Submissions List
3. B-I -Olde Preble Park Art Project Attachments
4. Budget Comparisons for Park Shelter Mural Project



GBPA

GREEN BAY
PUBLIC ARTS
COMMISSION

CITY OF GREEN BAY
PAINT IN
THE PARKS

CALL FOR ARTISTS 2021

INSPIRATION



CALL FOR ARTISTS

The City of Green Bay Public Arts Commission, in partnership with the Parks Department, is seeking artists to express themselves with small-scale, outdoor murals. Artists are encouraged to aesthetically transform park shelters into engaging outdoor art galleries.

WHY PAINT PARK SHELTERS?

Parks offer a variety of opportunities to enjoy the outdoors through swimming, hiking, skating, and numerous other sports and exercise. Parks also offer a space to gather with friends and family or just collect one's thoughts while sitting on a bench or taking a walk. Green Bay's parks provide a wide variety of activities for people to enjoy and engage with, and now we are looking for your help to incorporate more art opportunities within our parks!

ELIGIBILITY

Any artist, or team of artists, interested in creating a design(s) may complete the proposal in accordance with the guidelines provided below. Artists under 18 years of age will be required to have a parent/guardian signature for participation.

PAYMENT

The final selected artists/artist teams will receive \$1,000 per mural panel upon completion of an artist agreement and installation of the piece.

PROJECT GOALS

- Create 10 mural panels to be displayed on park shelters throughout the City.
- Artwork designs should create engaging and vibrant work to be enjoyed by all visitors of the parks.
- Aesthetic value; work should be pleasing and add beauty to the community.
- When designing artwork, artists are encouraged to consider the following themes:
 - Green Bay parks and neighborhoods
 - Nature and outdoor activities
 - Wisconsin and local pride
 - Diversity and inclusion

Designs may include a message or phrase that references one or more of the above.

POLICIES

- At the time an agreement is awarded, the artist must agree to the terms of the artist agreement form. If under the age of 18, artists must have a parent/guardian signature.
- Final selection of designs will be made by the Green Bay Public Arts Commission and City staff from the Parks Department and Community and Economic Development.
- Financial compensation will be awarded to the artist(s) upon installation of artwork and signed artist agreement form.
- Final artwork placement will be determined by City staff. Artists may propose a location for their design when submitting.
- Installation of finished murals is expected to take place during the month of October. Dates to be organized with Public Arts Coordinator.

DESIGN SPECS

- Designs must be able to be applied to the 4ft x 8ft panel. Artists are welcome to develop their design in landscape or portrait and may develop their design(s) to occupy 1, 2, or 3 panels for a single location. If more than 1 panel is selected, the panels should have a cohesive concept and design to them.
- Design cannot contain business promotions or advertisements.
- Design cannot include any breach of intellectual property, brands, trademarks, or depictions of illegal activities and must be appropriate for audiences of all ages.
- Designs must be painted with acrylic paint to ensure the best adhesion with panel surface and bond with protective UV layers to be applied by City staff.

The City of Green Bay reserves the right to remove any artworks for any reason, at any time.

SUBMISSIONS

Artists may submit up to four (4) design concepts using the attached template located on page 5 or attach their own creations maintaining the required 4ft x 8ft rectangle for the finished panel. The City of Green Bay has the right to decline all submissions and retract this call for entries for any reason at any time.

Design Submission Deadline: July 15, 2021 at 5:00 PM

Complete design submissions may be submitted via email to laura.schley@greenbaywi.gov, dropped off at the dropbox located behind City Hall, or mailed to:

Attn: Public Arts Coordinator
City of Green Bay
Community and Economic Development
100 North Jefferson Street - Rm 608
Green Bay, WI 54301

QUESTIONS

Questions may be directed to Public Arts Coordinator, Laura Schley at:
laura.schley@greenbaywi.gov or 920-448-3142.

APPLICATION FORM ON NEXT PAGE



Paint in the Parks City of Green Bay 2021 Park Mural Project

Complete information below and include/attach design(s) and submit by **July 15, 2021** to laura.schley@greenbaywi.gov,
dropped off at the dropbox located behind City Hall, or mailed to:

Attn: Public Arts Coordinator
City of Green Bay
Community and Economic Development
100 North Jefferson Street - Rm 608
Green Bay, WI 54301

Artist Name(s): _____

Parent/Guardian Name (if applicant is under 18): _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Telephone: _____

Email: _____ **Website:** _____

Design Title: _____

Proposed Mural Location: ☐ **Staff Selection/No Preference** ☐ **Park** _____
Please check one option (must have park shelter/building nearby)

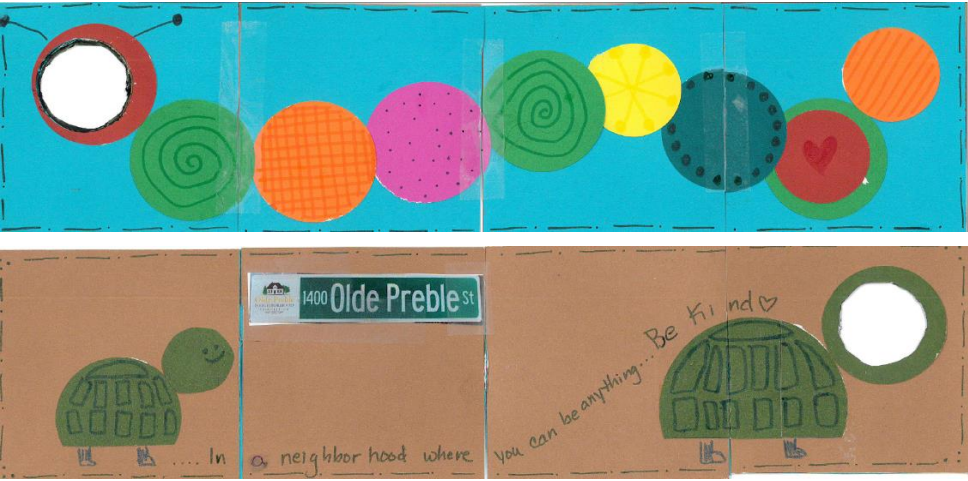
Proposed Number of panels to be used in the design: ☐ **1** ☐ **2** ☐ **3**
Please check one option

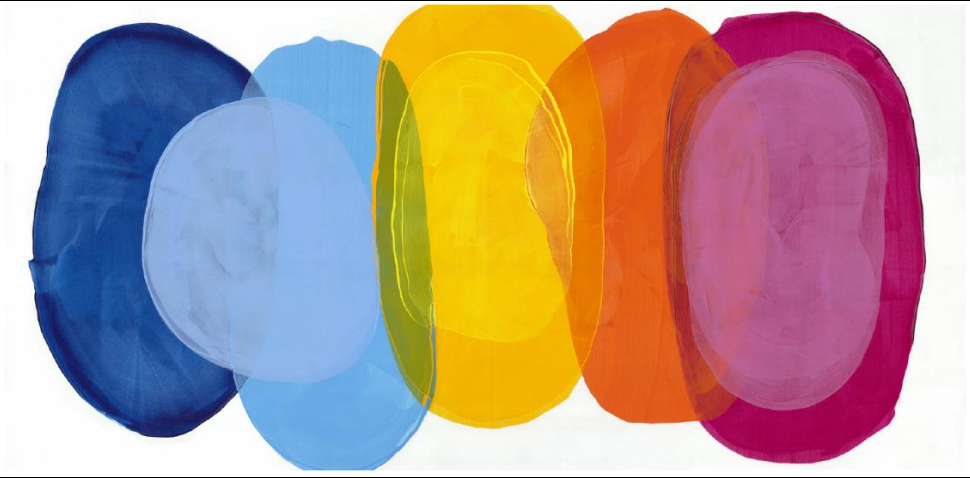
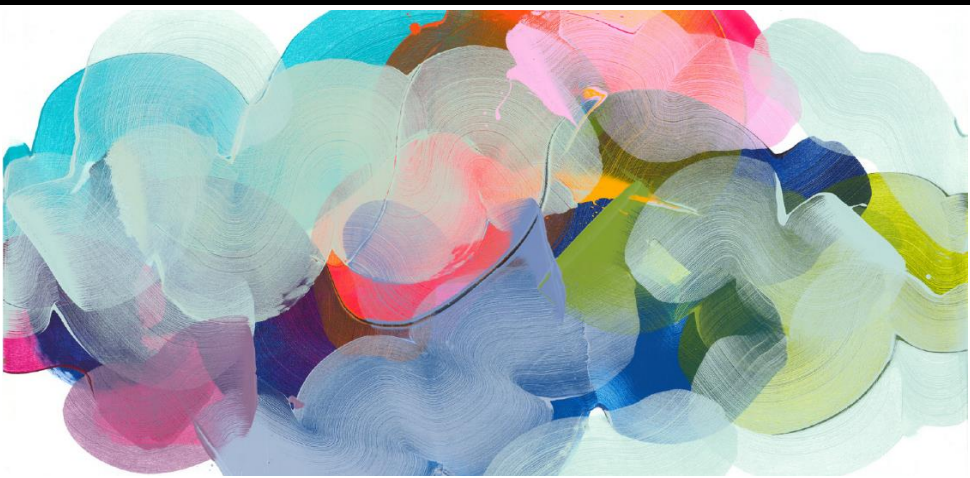
Display: ☐ **Landscape** ☐ **Portrait**
Please check one option

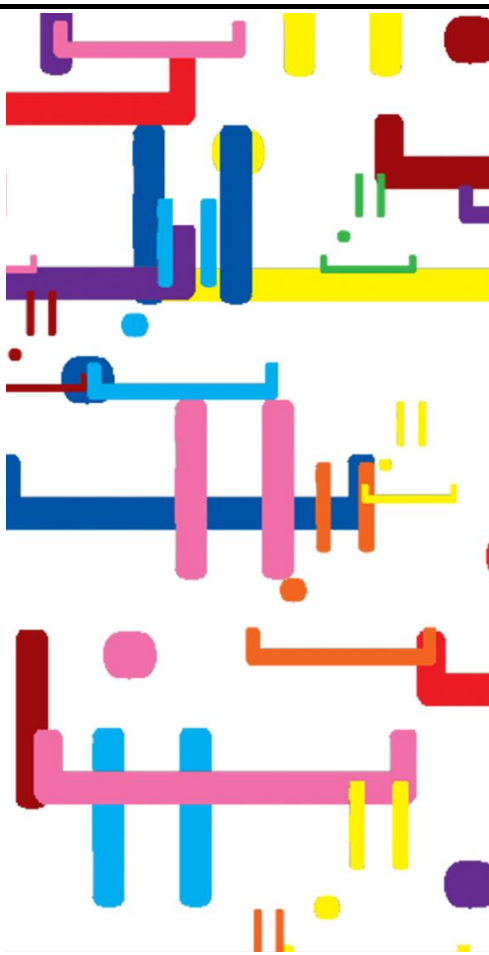
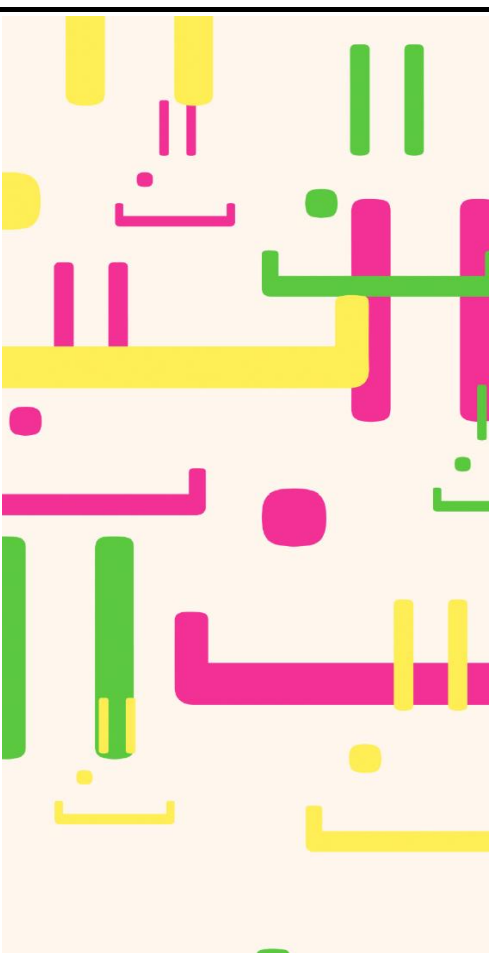
Draw/paint/insert design into the box below or attach with this form.
If planning to display multiple panels together, please provide notes in email when submitting.

4in. x 8in. rectangle = 4ft. x 8ft. finished panel size which may be displayed either portrait or landscape.

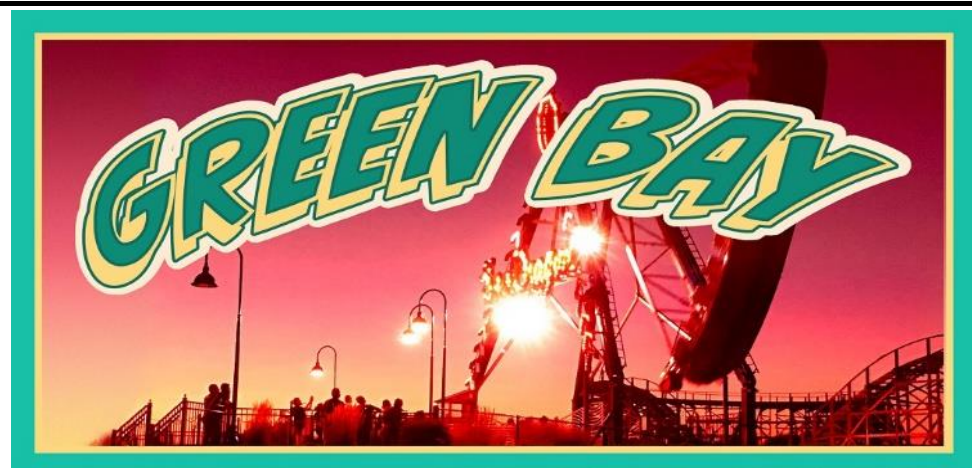
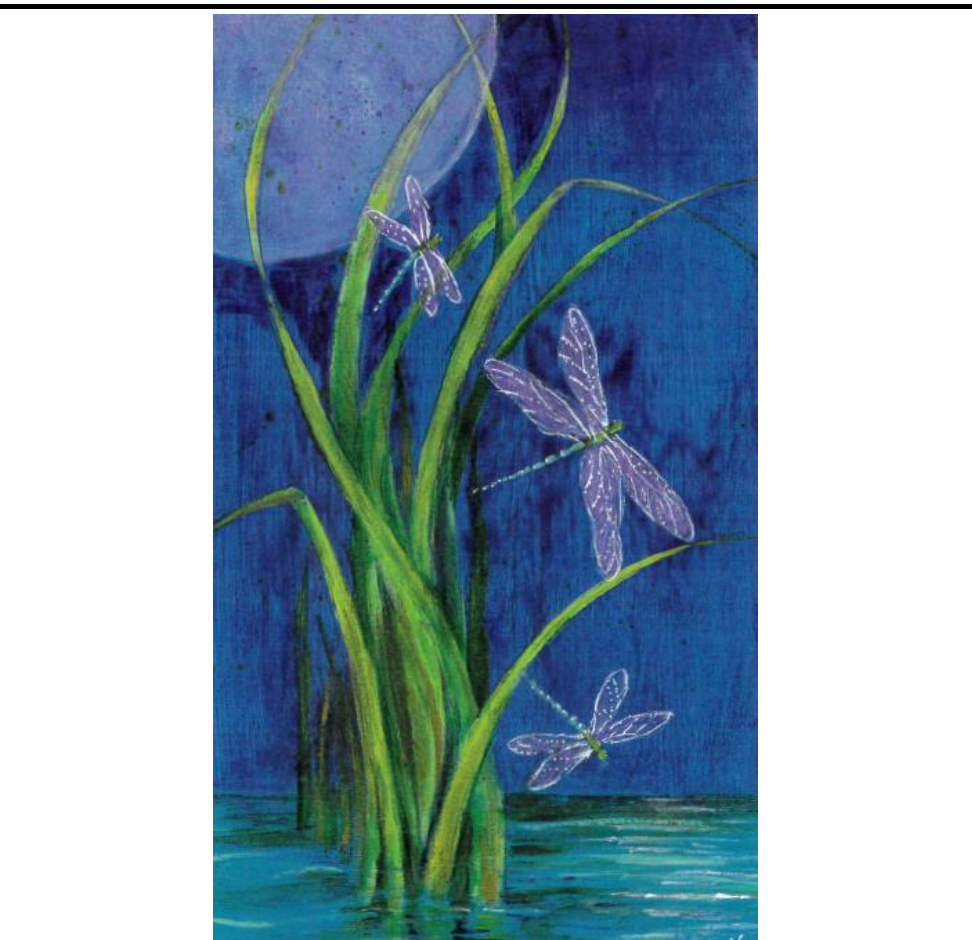
Questions? Contact Public Arts Coordinator, Laura Schley at: laura.schley@greenbaywi.gov or 920.448.3142

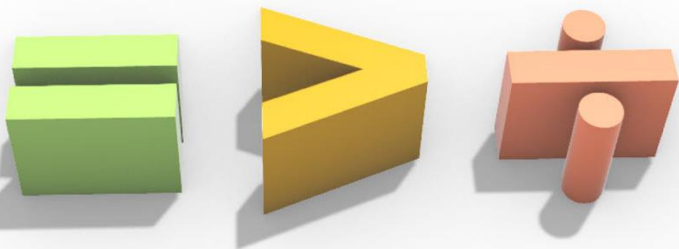
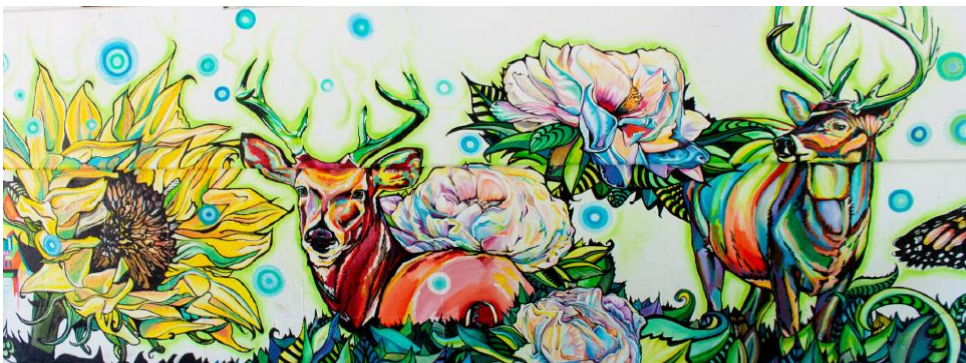
Artist	Image	Details	
A-I		Title:	Music is Life
		Orientation:	Landscape/Portrait
		# of Panels:	1, 2 or 3 Panels
		Park Preference:	None
		Artist Address:	Katy, TX
		Additional Notes: The image is of three separate designs and could be painted as three separate murals but could also be a set of three murals displayed together (if all three designs are selected). May be displayed in portrait or landscape	
B-I		Title:	Olde Preble Park Turtle/Caterpillar Mural Side 1 and 2
		Orientation:	Landscape
		# of Panels:	1 or 2 Panels
		Park Preference:	Olde Preble Park - Oakland Street
		Artist Address:	Green Bay, WI
		Additional Notes: See attachments for further details.	
C-I		Title:	Agriculture City
		Orientation:	Landscape
		# of Panels:	1 Panel
		Park Preference:	None
		Artist Address:	Green Bay, WI
		Additional Notes: Limited color in concept sketches. Finished project to be filled with color. Theme: Agriculture and Wisconsin Families.	
C-2		Title:	Wisconsin Identity
		Orientation:	Landscape
		# of Panels:	1 Panel
		Park Preference:	None
		Artist Address:	Green Bay, WI
		Additional Notes: Limited color in concept sketches. Finished project to be filled with color. Theme: Agriculture and Wisconsin Families.	
D-I		Title:	Pop Party
		Orientation:	Landscape
		# of Panels:	1 Panel
		Park Preference:	None
		Artist Address:	Geneva, IL
		Additional Notes: None.	
D-2		Title:	We Rise
		Orientation:	Landscape
		# of Panels:	1 Panel
		Park Preference:	None
		Artist Address:	Geneva, IL
		Additional Notes: None.	

E-1		Title:	Flight Pattern
		Orientation:	Landscape
		# of Panels:	1 Panel
		Park Preference:	None
		Artist Address:	Sarasota, FL
		Additonal Notes: None.	
E-2		Title:	Larger Than Life
		Orientation:	Landscape
		# of Panels:	1 Panel
		Park Preference:	None
		Artist Address:	Sarasota, FL
		Additonal Notes: None.	
E-3		Title:	Loving the Land
		Orientation:	Portrait
		# of Panels:	1 Panel
		Park Preference:	None
		Artist Address:	Sarasota, FL
		Additonal Notes: None.	
E-4		Title:	Sea Glass
		Orientation:	Landscape
		# of Panels:	1 Panel
		Park Preference:	None
		Artist Address:	Sarasota, FL
		Additonal Notes: None.	
F-1		Title:	Seasons: Fall Mandala Winter Mandala
		Orientation:	Landscape
		# of Panels:	1/2 or 1 Panel
		Park Preference:	None
		Artist Address:	De Pere, WI
		Additonal Notes: Both designs can be painted on one 4x8 panel, or can be painted individually on one panel split into two 4x4 panels.	

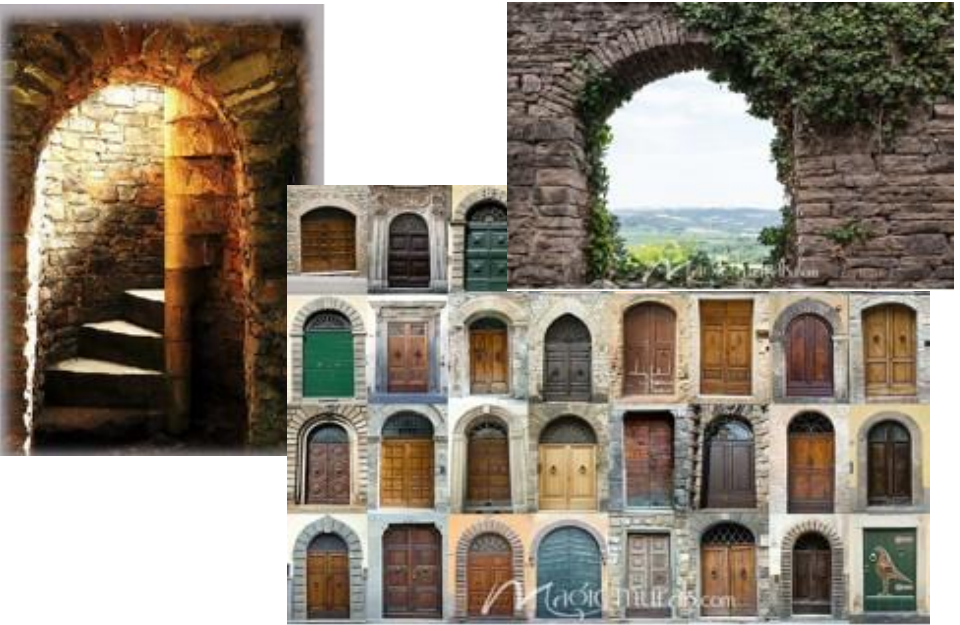
G-1		<table><tr><td>Title:</td><td>Smile More 5</td></tr><tr><td>Orientation:</td><td>Portrait</td></tr><tr><td># of Panels:</td><td>1, 2, or 3 Panels</td></tr><tr><td>Park Preference:</td><td>None</td></tr><tr><td>Artist Address:</td><td>Los Angeles, CA</td></tr></table>	Title:	Smile More 5	Orientation:	Portrait	# of Panels:	1, 2, or 3 Panels	Park Preference:	None	Artist Address:	Los Angeles, CA
		Title:	Smile More 5									
Orientation:	Portrait											
# of Panels:	1, 2, or 3 Panels											
Park Preference:	None											
Artist Address:	Los Angeles, CA											
Additional Notes: I have a signature abstract design that can be recognized immediately when spotted so now my goal is to spread those smile faces globally. I want to do something bright and eye catching! I whipped up two designs, one design using a plethora of colors and the other one using neon colors found in construction sites. Either one I would love to bring to life!												
G-2		<table><tr><td>Title:</td><td>Smile More 6</td></tr><tr><td>Orientation:</td><td>Portrait</td></tr><tr><td># of Panels:</td><td>1,2, or 3 Panels</td></tr><tr><td>Park Preference:</td><td>None</td></tr><tr><td>Artist Address:</td><td>Los Angeles, CA</td></tr></table>	Title:	Smile More 6	Orientation:	Portrait	# of Panels:	1,2, or 3 Panels	Park Preference:	None	Artist Address:	Los Angeles, CA
		Title:	Smile More 6									
Orientation:	Portrait											
# of Panels:	1,2, or 3 Panels											
Park Preference:	None											
Artist Address:	Los Angeles, CA											
Additional Notes: I have a signature abstract design that can be recognized immediately when spotted so now my goal is to spread those smile faces globally. I want to do something bright and eye catching! I whipped up two designs, one design using a plethora of colors and the other one using neon colors found in construction sites. Either one I would love to bring to life!												
H-1	 	<table><tr><td>Title:</td><td>Frisbee</td></tr><tr><td>Orientation:</td><td>Landscape</td></tr><tr><td># of Panels:</td><td>1 Panel</td></tr><tr><td>Park Preference:</td><td>None</td></tr><tr><td>Artist Address:</td><td>Elmhurst, IL</td></tr></table>	Title:	Frisbee	Orientation:	Landscape	# of Panels:	1 Panel	Park Preference:	None	Artist Address:	Elmhurst, IL
		Title:	Frisbee									
Orientation:	Landscape											
# of Panels:	1 Panel											
Park Preference:	None											
Artist Address:	Elmhurst, IL											
Additional Notes: With a stylized realism, my work celebrates color and pattern with an emphasis on graphic compositions. While I am from Chicago, I have a recent mural in West Allis, WI. and have worked in multiple locations and projects. For the Green Bay mural project, I see the opportunity to design and paint a graphic and pattern based piece that would pay homage to the natural beauty of the parks. I have chosen to focus on a boy and dog in a piece titled “Frisbee”. My work celebrates color, silhouettes and patterning, and takes on the perspective of kids, nostalgia and the carefree days of our childhood. I am well versed in working with local arts teams and am easy to work with, including making revisions to my vision as needed based on feedback from the community.												
Additional idea: summer park/pool reference												

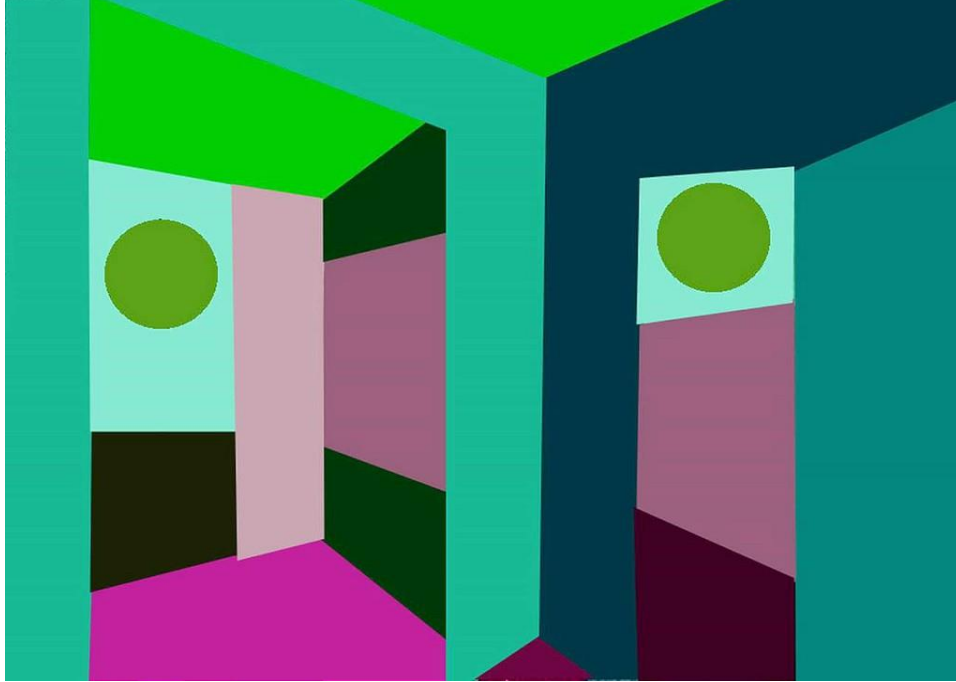
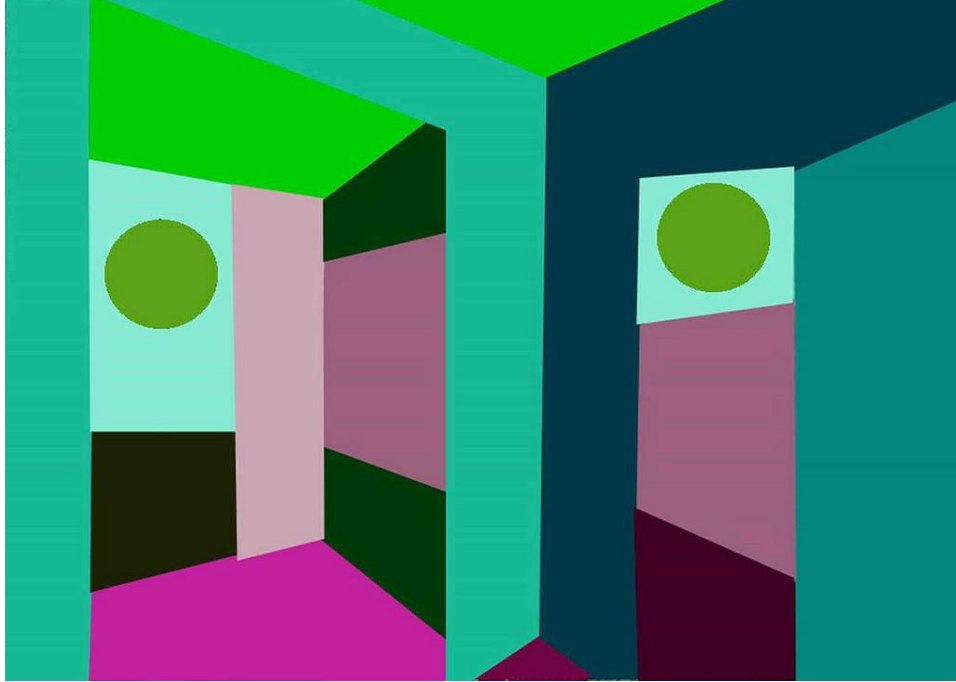
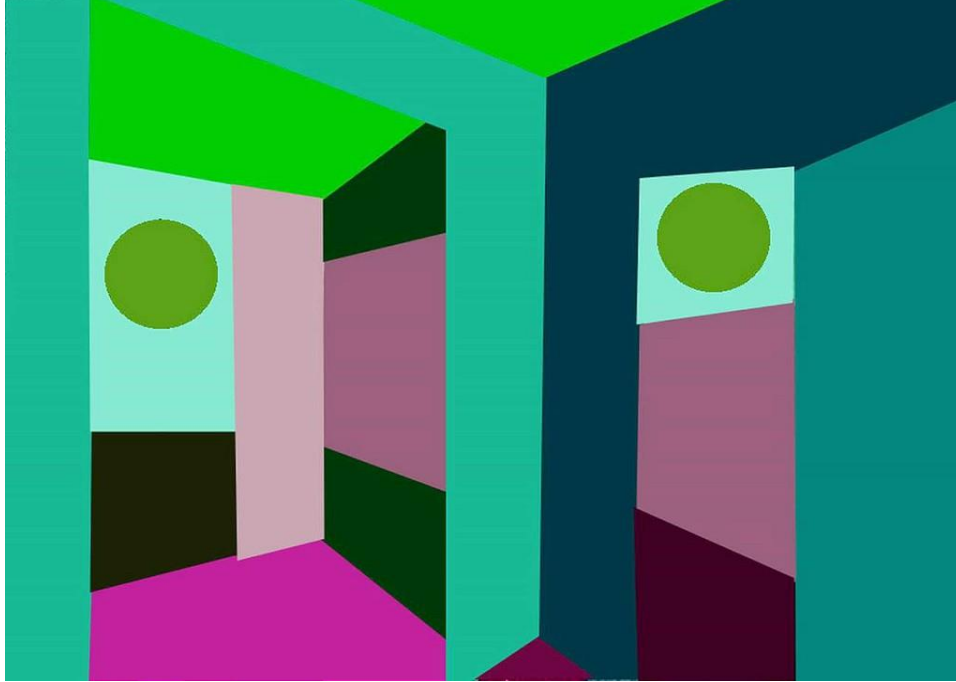
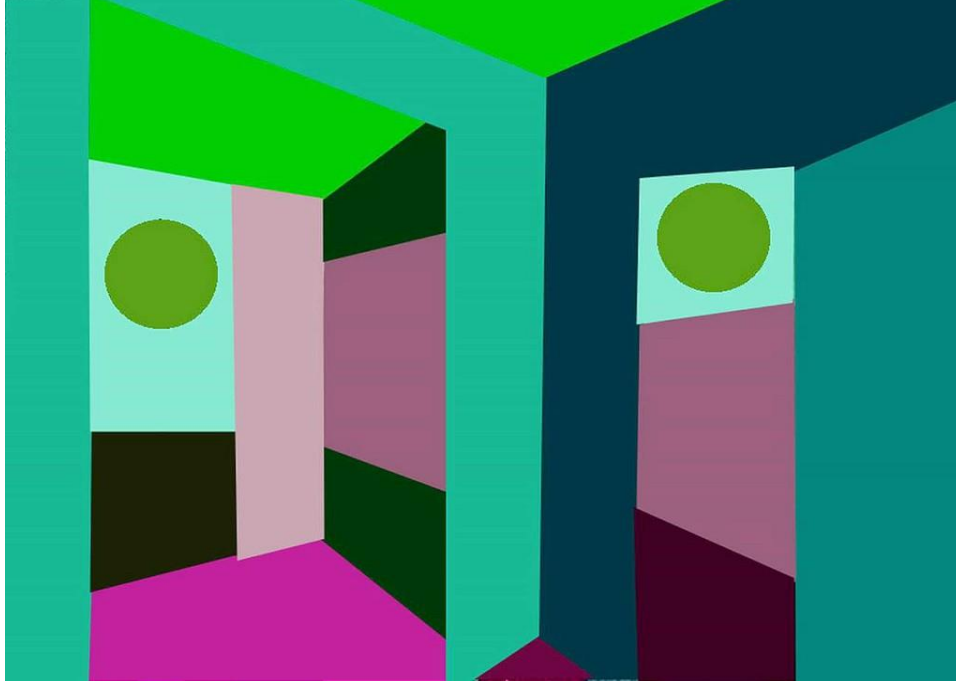
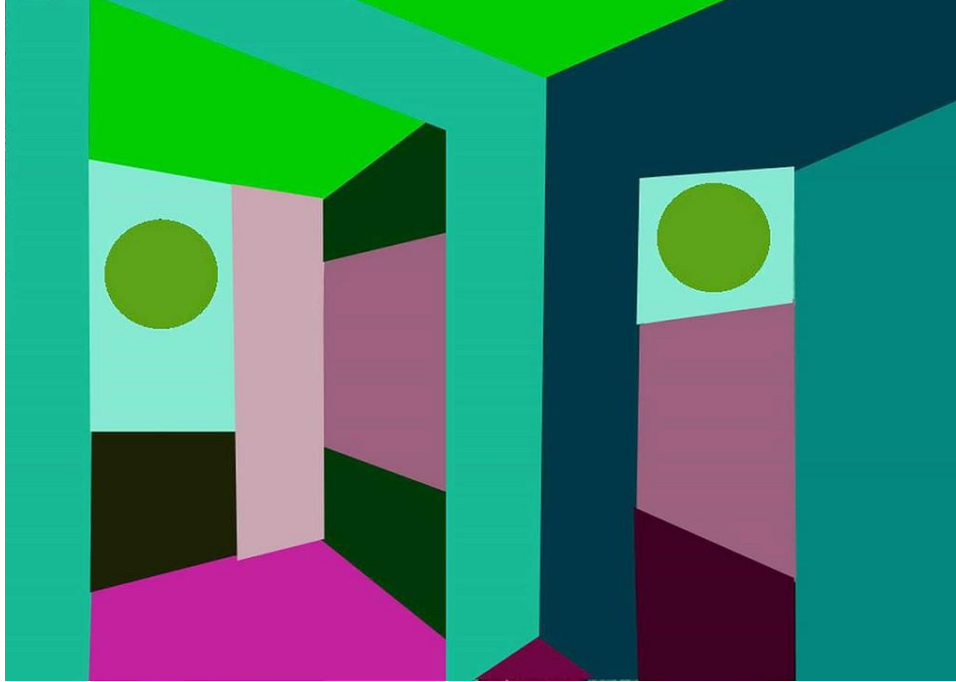
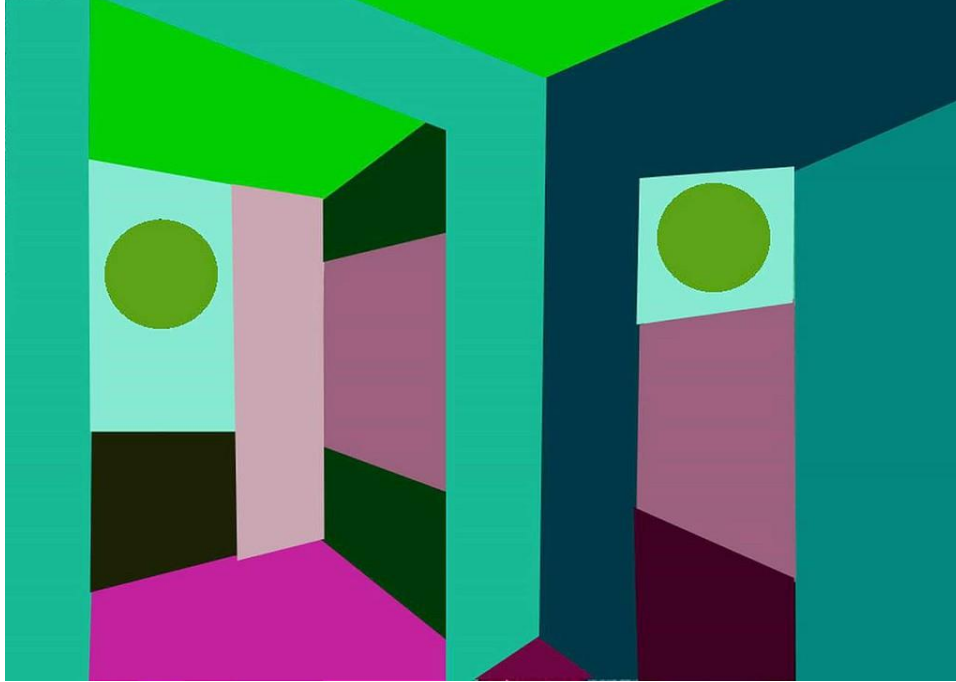
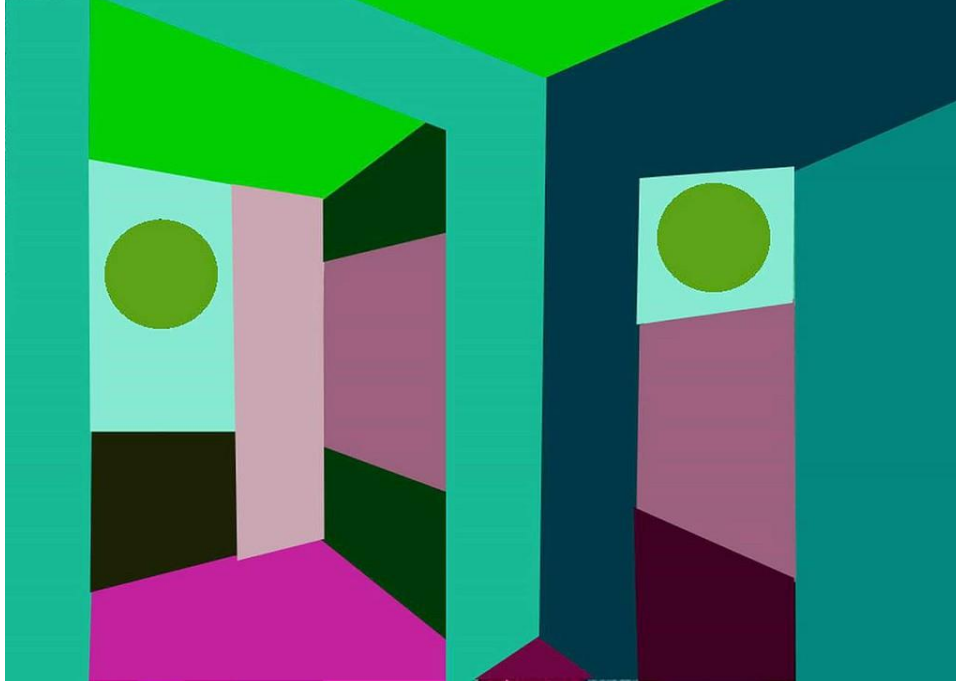
Additional idea: summer park/pool reference

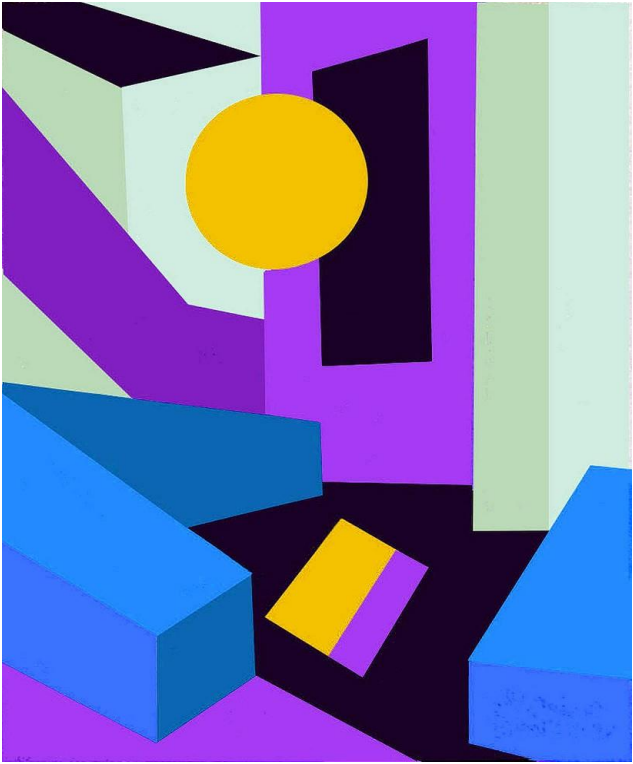
I-1		<table><tr><td>Title:</td><td>Green Bay Modern Postcard #1</td></tr><tr><td>Orientation:</td><td>Landscape</td></tr><tr><td># of Panels:</td><td>1 Panel</td></tr><tr><td>Park Preference:</td><td>None</td></tr><tr><td>Artist Address:</td><td>Green Bay, WI</td></tr><tr><td>Additonal Notes:</td><td>None.</td></tr></table>	Title:	Green Bay Modern Postcard #1	Orientation:	Landscape	# of Panels:	1 Panel	Park Preference:	None	Artist Address:	Green Bay, WI	Additonal Notes:	None.
Title:	Green Bay Modern Postcard #1													
Orientation:	Landscape													
# of Panels:	1 Panel													
Park Preference:	None													
Artist Address:	Green Bay, WI													
Additonal Notes:	None.													
I-2		<table><tr><td>Title:</td><td>Green Bay Modern Postcard #2</td></tr><tr><td>Orientation:</td><td>Landscape</td></tr><tr><td># of Panels:</td><td>1 Panel</td></tr><tr><td>Park Preference:</td><td>None</td></tr><tr><td>Artist Address:</td><td>Green Bay, WI</td></tr><tr><td>Additonal Notes:</td><td>None.</td></tr></table>	Title:	Green Bay Modern Postcard #2	Orientation:	Landscape	# of Panels:	1 Panel	Park Preference:	None	Artist Address:	Green Bay, WI	Additonal Notes:	None.
Title:	Green Bay Modern Postcard #2													
Orientation:	Landscape													
# of Panels:	1 Panel													
Park Preference:	None													
Artist Address:	Green Bay, WI													
Additonal Notes:	None.													
I-3		<table><tr><td>Title:</td><td>Green Bay Modern Postcard #3</td></tr><tr><td>Orientation:</td><td>Landscape</td></tr><tr><td># of Panels:</td><td>1 Panel</td></tr><tr><td>Park Preference:</td><td>None</td></tr><tr><td>Artist Address:</td><td>Green Bay, WI</td></tr><tr><td>Additonal Notes:</td><td>None.</td></tr></table>	Title:	Green Bay Modern Postcard #3	Orientation:	Landscape	# of Panels:	1 Panel	Park Preference:	None	Artist Address:	Green Bay, WI	Additonal Notes:	None.
Title:	Green Bay Modern Postcard #3													
Orientation:	Landscape													
# of Panels:	1 Panel													
Park Preference:	None													
Artist Address:	Green Bay, WI													
Additonal Notes:	None.													
J-1		<table><tr><td>Title:</td><td>Kindness Fable</td></tr><tr><td>Orientation:</td><td>Landscape</td></tr><tr><td># of Panels:</td><td>1 Panel</td></tr><tr><td>Park Preference:</td><td>None</td></tr><tr><td>Artist Address:</td><td>Milwaukee, WI</td></tr><tr><td>Additonal Notes:</td><td>None.</td></tr></table>	Title:	Kindness Fable	Orientation:	Landscape	# of Panels:	1 Panel	Park Preference:	None	Artist Address:	Milwaukee, WI	Additonal Notes:	None.
Title:	Kindness Fable													
Orientation:	Landscape													
# of Panels:	1 Panel													
Park Preference:	None													
Artist Address:	Milwaukee, WI													
Additonal Notes:	None.													
K-1		<table><tr><td>Title:</td><td>Dance of the Dragonfly</td></tr><tr><td>Orientation:</td><td>Portrait</td></tr><tr><td># of Panels:</td><td>1 Panel</td></tr><tr><td>Park Preference:</td><td>None</td></tr><tr><td>Artist Address:</td><td>Green Bay, WI</td></tr><tr><td>Additonal Notes:</td><td>None.</td></tr></table>	Title:	Dance of the Dragonfly	Orientation:	Portrait	# of Panels:	1 Panel	Park Preference:	None	Artist Address:	Green Bay, WI	Additonal Notes:	None.
Title:	Dance of the Dragonfly													
Orientation:	Portrait													
# of Panels:	1 Panel													
Park Preference:	None													
Artist Address:	Green Bay, WI													
Additonal Notes:	None.													

L-1		Title:	Equality is Greater Than Division
		Orientation:	Landscape
		# of Panels:	1 Panel
		Park Preference:	None
		Artist Address:	Lutherville, MD
		Additonal Notes: I am a lifetime visual artist, specializing in large scale murals and public sculpture. From facilitating local community murals using volunteers of all ages, to designing multi-million dollar indoor climbing gyms for franchisees, I offer a wide range of expertise in design, fabrication, delivery and installation of winning artwork across the nation.	
L-2		Title:	Do We See Ourselves In Each Other?
		Orientation:	Landscape
		# of Panels:	1 Panel
		Park Preference:	None
		Artist Address:	Lutherville, MD
		Additonal Notes: None.	
L-3		Title:	Do We See Ourselves In Each Other? 2
		Orientation:	Landscape
		# of Panels:	1 Panel
		Park Preference:	None
		Artist Address:	Lutherville, MD
		Additonal Notes: None.	
L-4		Title:	Do We See Ourselves In Each Other? 3
		Orientation:	Landscape
		# of Panels:	1 Panel
		Park Preference:	None
		Artist Address:	Lutherville, MD
		Additonal Notes: None.	
M-1		Title:	Celbrating Diversity and the Blue Violet, Wisconsin's State Flower
		Orientation:	Portrait
		# of Panels:	2 - 3 Panels
		Park Preference:	None
		Artist Address:	Indianapolis, IN
		Additonal Notes: My color palette is influenced by the vibrant and dynamic landscapes of the post-Impressionists and the groundbreaking avant-garde work of the Fauves. While my style is representational, it is marked by a unique combination of abstract and realist elements. It is this combination which lends such visual interest to my mural compositions. By eschewing the declaration of one style over another, I am able to fulfill the needs of my clients while maintaining my own artistic license. I take great pride in incorporating important themes in my murals. My portfolio includes murals which celebrate gender and racial diversity, advocate for environmental sustainability, and tell the stories of important historical events. I am neither a history painter, nor a landscape painter, nor a portraitist; I am an artist of life and feeling. My art celebrates people and the communities they build, as well as the beauty of the natural landscape and its living inhabitants.	
		Previous Work Sample	

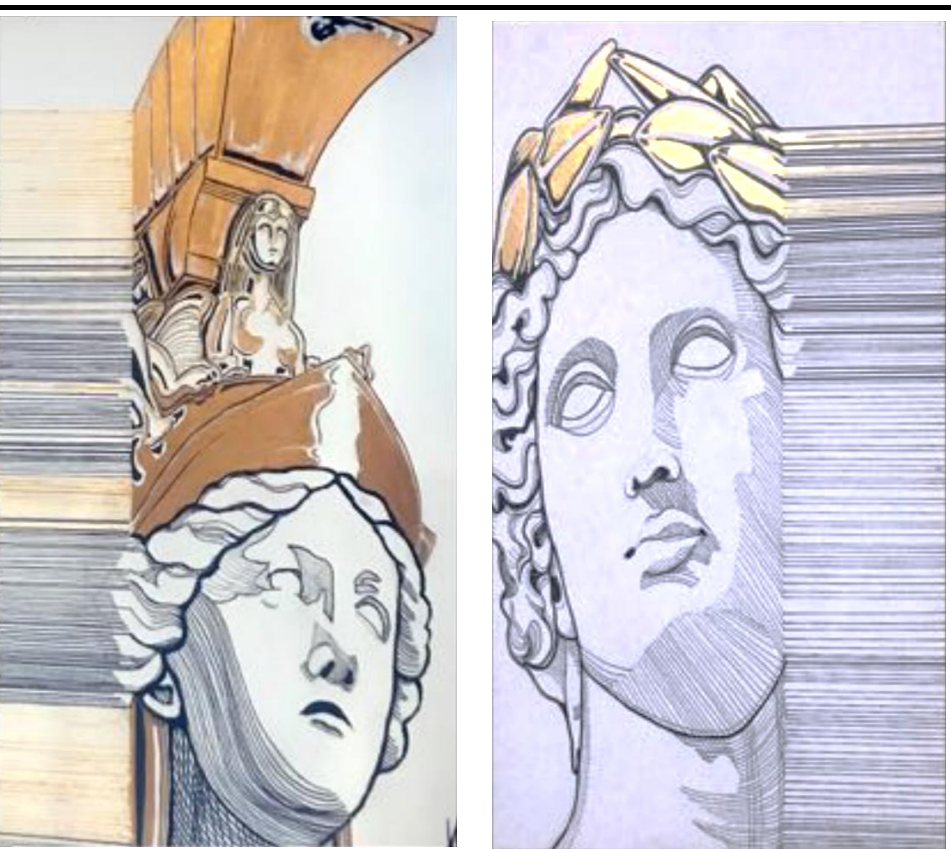
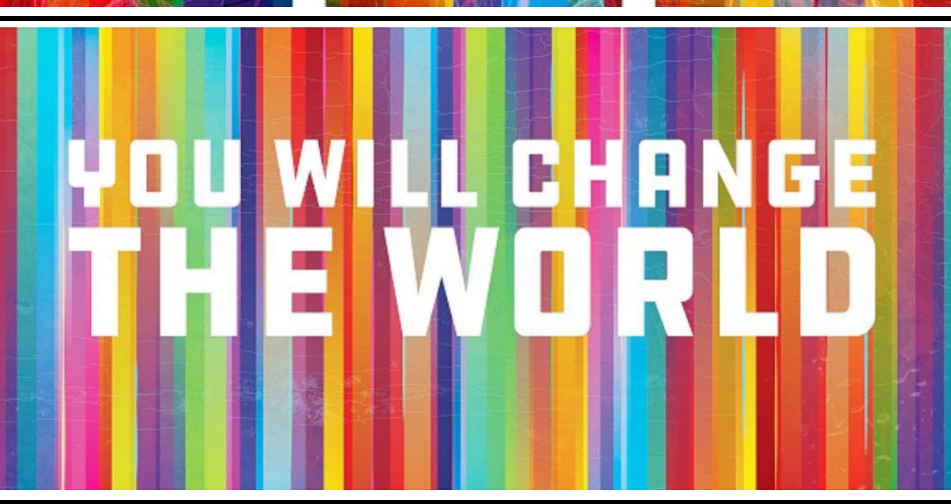
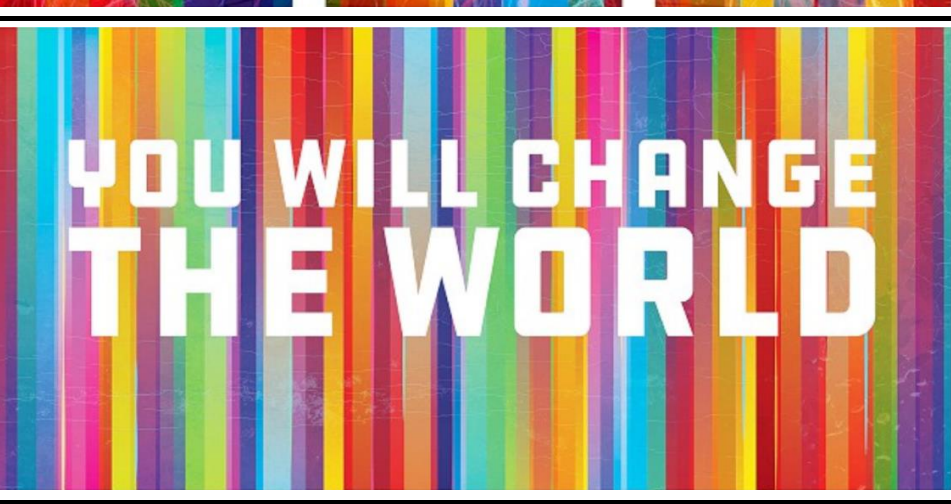
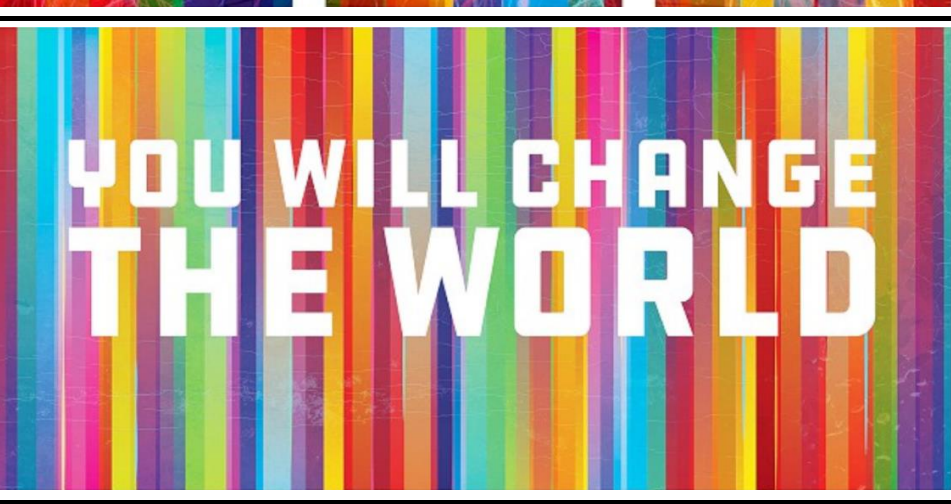
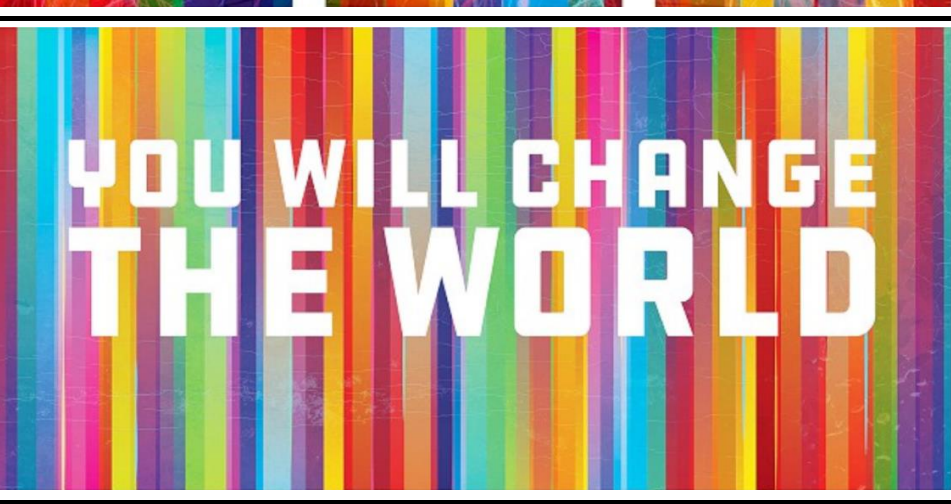
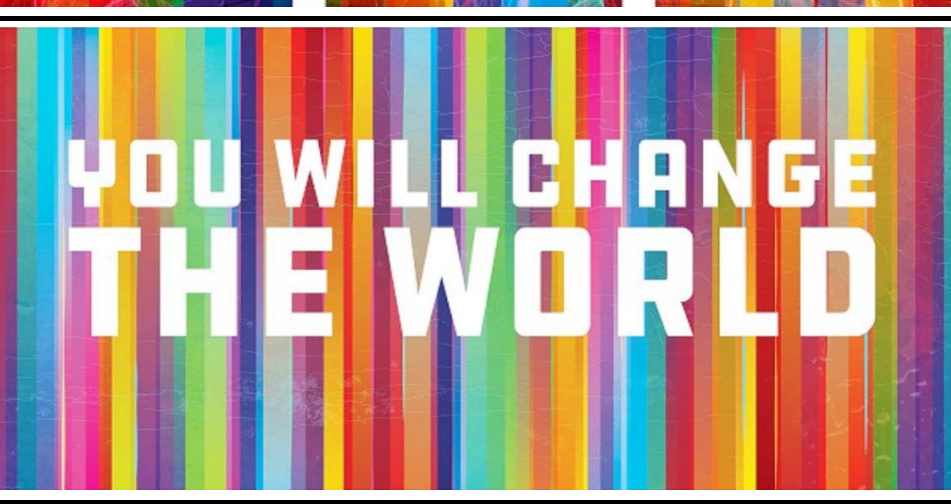
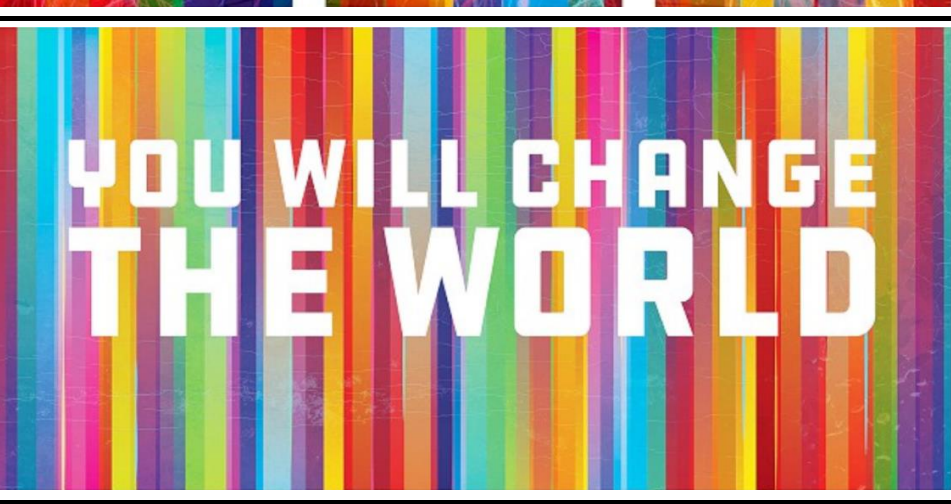
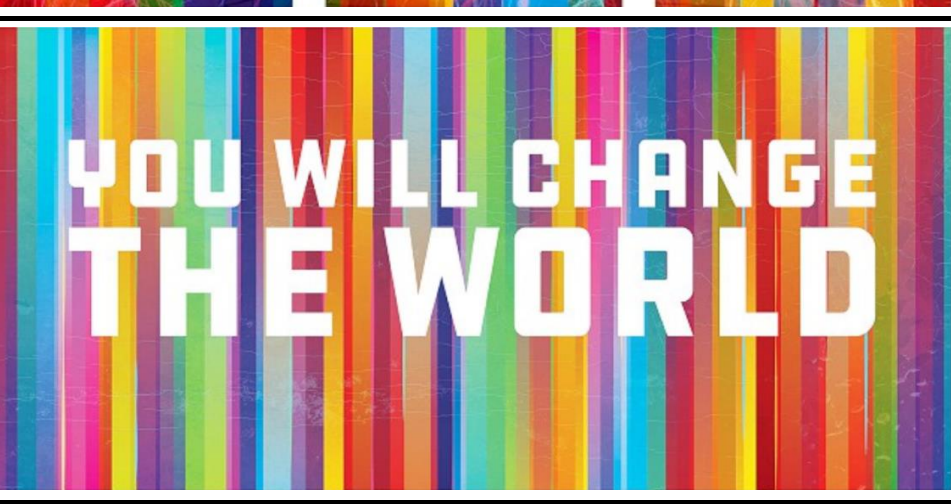
N-1		Title:	Me then, me now
		Orientation:	Landscape/Portrait
O-1		# of Panels:	1 - 2 Panels
		Park Preference:	Bay Beach
O-2		Artist Address:	Ashwaubenon, WI
		Additional Notes:	Both designs can be placed on one 4x8 panel, or can be placed individually on one panel split into two 4x4 panels. Applicant is interested in printing the artwork onto canvas and then mounting the canvas photo to the panel.
O-1		Title:	American Robins (in-flight)
		Orientation:	Portrait
O-2		# of Panels:	1 Panel
		Park Preference:	None
O-2		Artist Address:	West Allis, WI
		Additional Notes:	None.

P-I		Title:	Wood Violet
		Orientation:	Portrait
Q-I		# of Panels:	1 Panel
		Park Preference:	None
R-I		Artist Address:	Wonewoc, WI
		Additonal Notes:	None.
R-I		Additonal Notes:	Applicant is open to the number of panels depending on what is needed for the chosen location and would look best/be preferred. Submission proposal images are from internet stock photos as these finished pieces are not made up yet, but provide an idea of the concept. Old and Antiquated looking, rustic and inviting – Fanciful, fairyland and colorful are all options ! Even the image of the multiple doorways, one or more could be selected and executed. As an artist I am well aware of Copyright laws and regulations, and know not to copy or use anyone else’s images without making appropriate changes etc.
		Previous Work Samples	

R-2		Title:	Birds - Things with Wings
		Orientation:	Portrait
R-3		# of Panels:	1, 2, or 3 Panels
		Park Preference:	None
S-1		Artist Address:	Green Bay, WI
		Additional Notes:	Applicant is open to the number of panels depending on what is needed for the chosen location and would look best/be preferred. Submission proposal images are from internet stock photos as these finished pieces are not made up yet, but provide an idea of the concept. High Impact, and who doesn't like birds? Colorful additions in any season. As an artist I am well aware of Copyright laws and regulations, and know not to copy or use anyone else's images without making appropriate changes etc.
S-2		Title:	Flora, Fauna & Fish
		Orientation:	Portrait
S-1		# of Panels:	1, 2, or 3 Panels
		Park Preference:	None
S-2		Artist Address:	Green Bay, WI
		Additional Notes:	Applicant is open to the number of panels depending on what is needed for the chosen location and would look best/be preferred. Submission proposal images are from internet stock photos as these finished pieces are not made up yet, but provide an idea of the concept. As an artist I am well aware of Copyright laws and regulations, and know not to copy or use anyone else's images without making appropriate changes etc.
S-1		Title:	Abstract Interior #12
		Orientation:	Landscape
S-2		# of Panels:	1 - 3 Panels
		Park Preference:	None
S-2		Artist Address:	Stevens Point, WI
		Additional Notes:	I could do up to 3 joined panels to create a larger scale full panel for any of the works considered.
S-2		Title:	Abstract Interior #13
		Orientation:	Landscape
S-2		# of Panels:	1 - 3 Panels
		Park Preference:	None
S-2		Artist Address:	Stevens Point, WI
		Additional Notes:	I could do up to 3 joined panels to create a larger scale full panel for any of the works considered.

S-3		Title:	Abstract Interior #14
		Orientation:	Landscape
		# of Panels:	1 - 3 Panels
		Park Preference:	None
		Artist Address:	Stevens Point, WI
		Additional Notes: I could do up to 3 joined panels to create a larger scale full panel for any of the works considered.	
S-4		Title:	Abstract Interior #17
		Orientation:	Landscape
		# of Panels:	1 - 3 Panels
		Park Preference:	None
		Artist Address:	Stevens Point, WI
		Additional Notes: I could do up to 3 joined panels to create a larger scale full panel for any of the works considered.	
T-1		Title:	Feathered Flight
		Orientation:	Portrait
		# of Panels:	1 - 2 Panels
		Park Preference:	None
		Artist Address:	Green Bay, WI
		Additional Notes: Both designs could be placed on one panel, or can be placed individually on two separate panels (if both designs are selected). Applicant is open to tweaking work however needed.	
T-2		Title:	Nocturnal Nature
		Orientation:	Portrait
		# of Panels:	1 - 3 Panels
		Park Preference:	None
		Artist Address:	Green Bay, WI
		Additional Notes: All three designs could be placed on one panel, or can be placed individually on three separate panels (if all three designs are selected). Applicant is open to tweaking work however needed.	

T-3		<table><tr><td>Title:</td><td>Nightly Blossoms</td></tr><tr><td>Orientation:</td><td>Landscape</td></tr><tr><td># of Panels:</td><td>1 Panel</td></tr><tr><td>Park Preference:</td><td>None</td></tr><tr><td>Artist Address:</td><td>Green Bay, WI</td></tr><tr><td colspan="2">Additonal Notes: None.</td></tr></table>	Title:	Nightly Blossoms	Orientation:	Landscape	# of Panels:	1 Panel	Park Preference:	None	Artist Address:	Green Bay, WI	Additonal Notes: None.	
Title:	Nightly Blossoms													
Orientation:	Landscape													
# of Panels:	1 Panel													
Park Preference:	None													
Artist Address:	Green Bay, WI													
Additonal Notes: None.														
T-4		<table><tr><td>Title:</td><td>Mushrooms and Blooms</td></tr><tr><td>Orientation:</td><td>Landscape</td></tr><tr><td># of Panels:</td><td>1 Panel</td></tr><tr><td>Park Preference:</td><td>None</td></tr><tr><td>Artist Address:</td><td>Green Bay, WI</td></tr><tr><td colspan="2">Additonal Notes: None.</td></tr></table>	Title:	Mushrooms and Blooms	Orientation:	Landscape	# of Panels:	1 Panel	Park Preference:	None	Artist Address:	Green Bay, WI	Additonal Notes: None.	
Title:	Mushrooms and Blooms													
Orientation:	Landscape													
# of Panels:	1 Panel													
Park Preference:	None													
Artist Address:	Green Bay, WI													
Additonal Notes: None.														
U-1		<table><tr><td>Title:</td><td>Scattered Shards of Owl</td></tr><tr><td>Orientation:</td><td>Landscape/Portrait</td></tr><tr><td># of Panels:</td><td>1 - 3 Panels</td></tr><tr><td>Park Preference:</td><td>None</td></tr><tr><td>Artist Address:</td><td>Stevens Point, WI</td></tr><tr><td colspan="2">Additonal Notes: All three designs could be placed on one panel, or can be placed individually on three separate panels.</td></tr></table>	Title:	Scattered Shards of Owl	Orientation:	Landscape/Portrait	# of Panels:	1 - 3 Panels	Park Preference:	None	Artist Address:	Stevens Point, WI	Additonal Notes: All three designs could be placed on one panel, or can be placed individually on three separate panels.	
Title:	Scattered Shards of Owl													
Orientation:	Landscape/Portrait													
# of Panels:	1 - 3 Panels													
Park Preference:	None													
Artist Address:	Stevens Point, WI													
Additonal Notes: All three designs could be placed on one panel, or can be placed individually on three separate panels.														
V-1		<table><tr><td>Title:</td><td>Historic Green Bay</td></tr><tr><td>Orientation:</td><td>Landscape/Portrait</td></tr><tr><td># of Panels:</td><td>1 - 3 Panels</td></tr><tr><td>Park Preference:</td><td>None</td></tr><tr><td>Artist Address:</td><td>Chapman, KS</td></tr><tr><td colspan="2">Additonal Notes: Applicant has 15 years of experience as a public artist and would apply their sensibility for histical murals to Green Bay. This can be as specific as the street or building where the project is interpreted, or the history of the city or region that I am working within.</td></tr></table>	Title:	Historic Green Bay	Orientation:	Landscape/Portrait	# of Panels:	1 - 3 Panels	Park Preference:	None	Artist Address:	Chapman, KS	Additonal Notes: Applicant has 15 years of experience as a public artist and would apply their sensibility for histical murals to Green Bay. This can be as specific as the street or building where the project is interpreted, or the history of the city or region that I am working within.	
Title:	Historic Green Bay													
Orientation:	Landscape/Portrait													
# of Panels:	1 - 3 Panels													
Park Preference:	None													
Artist Address:	Chapman, KS													
Additonal Notes: Applicant has 15 years of experience as a public artist and would apply their sensibility for histical murals to Green Bay. This can be as specific as the street or building where the project is interpreted, or the history of the city or region that I am working within.														
Previous Work Samples														

W-1		Title:	Dimensional Portrait
		Orientation:	Landscape/Portrait
X-1		# of Panels:	1 - 3 Panels
		Park Preference:	None
Y-1		Artist Address:	New York, NY
		Additonal Notes: Applicant is open to number of panels as well as orientation of design. The Dimensional Portrait is created by only having something in mind, so the lines and shapes “light up” on the surface, resulting often in images within an image. This design was developed with Green Bay in mind.	
Y-2		Title:	United We Have Power
		Orientation:	Portrait
Y-1		# of Panels:	2 Panels
		Park Preference:	None
Y-2		Artist Address:	San Diego, CA
		Additonal Notes: These two panels are a set but if only one were to be selected, the Applicant is fine with that.	
Y-1		Title:	EVERYTHING IS GOING TO BE ALRIGHT
		Orientation:	Landscape/Portrait
Y-2		# of Panels:	1 - 3 Panels
		Park Preference:	None
Y-2		Artist Address:	WI
		Additonal Notes: All three designs could be placed on one panel, or can be placed individually on three separate panels.	
Y-2		Title:	YOU WILL CHANGE THE WORLD
		Orientation:	Landscape
Y-2		# of Panels:	1 Panel
		Park Preference:	None
Y-2		Artist Address:	WI
		Additonal Notes: None.	

Olde Preble Park Art Project

Project consists of 2 pieces of plywood cut in half giving a 4-piece accordion fold mural. (each section approximately 4' x 4' square). The mural will be supported by 5 treated wood posts 4"x4"x8'. The poles will be painted by neighborhood members with a "peace posts" theme as shown in an attachment. The mural will be interactive with a hole cut in the face of one turtle & caterpillar (backside) as a peek-a-boo, for a photo. Installation of project will be included in the \$1,000.00 grant.

- Side one:
 - Will be bold primary colors with Eric Carle caterpillar/color theme.
 - This side will include 3 "hand print butterflies" by children.
 - Each section of the caterpillar body will be textured with another color paint.
 - The variety of colors will represent diversity in our neighborhood/city/world!
 - The lower edge of the mural will have children's footprints to mimic grass.
 - A saying about Bloom, grow, change will added to see what fits.
 - Embellishment art added as project is painted.
- Side two:
 - Will be earth tone colors to go with the turtle theme of the new park equipment.
 - It will have a saying "In a Neighborhood where you can be anything be KIND!"
 - Stencils will be used for the lettering.
 - We have an Olde Preble Park mock up street sign with our logo, created by the city, which will be attached at the top middle section of mural.
 - Embellishment art added as project is painted.

This project was created by: Beth Metsa, the Butterfly Ambassador, of the butterfly mural on the back of the Vincent, Urban & Walker Building at 300 Dousman Street. The Olde Preble Park on Oakdale Street, is requested location for the mural. The artist resides in the neighborhood and there is currently no park shelter building. Neighborhood residents will have an opportunity to put a hand or foot print on the mural. Kaurie from Green Bay park planning will be consulted as to placement of mural (see attachment for masterplan).



Peace Post Painting Examples



GREEN BAY PARKS, RECREATION,
AND FORESTRY DEPARTMENT

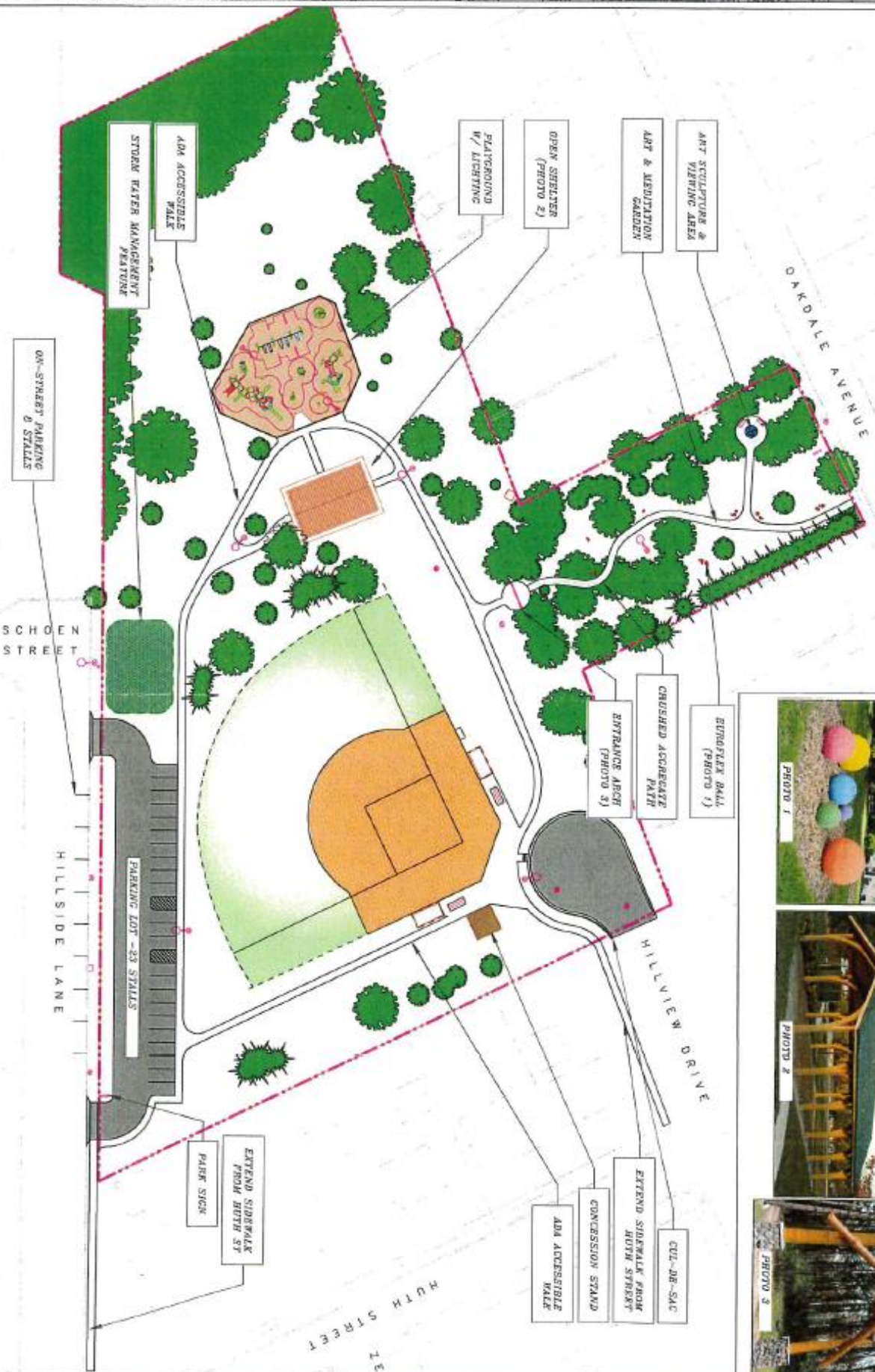
OLDE PREBLE PARK

MASTER PLAN



DATE: 04/09/2010
BY: J. L. K. / J. L. K.

PAGE 1 OF 1
GAG



Handwritten signature or initials.

Comparison Budgets for Park Shelter Mural Project

Budget for 10 Mural Panels - Plywood	
TOTAL CDBG FUNDS TO BE SPENT \$ 22,394.00	
Artist Stipends 10 @ \$1,000 per panel	\$ 10,000.00
Roseburg 1/2 x 4 x 8 MDO 2 Sided Plywood \$86.99 ea. (currently in stock)	\$ 869.90
AC2® 2 x 4 x 8' Ground Contact Green Pressure Treated Lumber 2 per panel (\$5.78 ea.)	\$ 115.60
Midwest Fastener® 1/4" x 6" Phillips Drive Flat Head Concrete / Masonry Screw - 100 Count	\$ 87.75
Sherwin Williams Exterior Latex Wood Primer 2 coats for 10 panels req. 7gal. (\$58.49 ea.)	\$ 409.43
Signage	\$ 350.00
Misc.	\$ 200.00
TOTAL	\$ 12,032.68
TOTAL CDBG FUNDS REMAINING \$ 10,361.32	

Budget for 15 Mural Panels - Plywood	
TOTAL CDBG FUNDS TO BE SPENT \$ 22,394.00	
Artist Stipends 15 @ \$1,000 per panel	\$ 15,000.00
Roseburg 1/2 x 4 x 8 MDO 2 Sided Plywood \$86.99 ea. (currently in stock)	\$ 1,304.85
AC2® 2 x 4 x 8' Ground Contact Green Pressure Treated Lumber 2 per panel (\$5.78 ea.)	\$ 173.40
Midwest Fastener® 1/4" x 6" Phillips Drive Flat Head Concrete / Masonry Screw - 100 Count	\$ 175.50
Sherwin Williams Exterior Latex Wood Primer 2 coats for 15 panels req. 11gal. (\$58.49 ea.)	\$ 643.39
Signage	\$ 525.00
Misc.	\$ 200.00
TOTAL	\$ 18,022.14
TOTAL CDBG FUNDS REMAINING \$ 4,371.86	

Budget for 18 Mural Panels - Plywood	
TOTAL CDBG FUNDS TO BE SPENT \$ 22,394.00	
Artist Stipends 18 @ \$1,000 per panel	\$ 18,000.00
Roseburg 1/2 x 4 x 8 MDO 2 Sided Plywood \$86.99 ea. (currently in stock)	\$ 1,565.82
AC2® 2 x 4 x 8' Ground Contact Green Pressure Treated Lumber 2 per panel (\$5.78 ea.)	\$ 208.08
Midwest Fastener® 1/4" x 6" Phillips Drive Flat Head Concrete / Masonry Screw - 100 Count	\$ 175.50
Sherwin Williams Exterior Latex Wood Primer 2 coats for 18 panels req. 12 gal. (\$58.49 ea.)	\$ 701.88
Signage	\$ 630.00
Misc.	\$ 200.00
TOTAL	\$ 21,481.28
TOTAL CDBG FUNDS REMAINING \$ 912.72	

Budget for 10 Mural Panels - Aluminum	
TOTAL CDBG FUNDS TO BE SPENT \$ 22,394.00	
Artist Stipends 10 @ \$1,000 per panel	\$ 10,000.00
AlumaComp Aluminum Panel Pack Of 2 48x48" \$312.19 per pack (1 pack =1 panel)	\$ 3,121.90
AC2® 2 x 4 x 8' Ground Contact Green Pressure Treated Lumber 2 per panel (\$5.78 ea.)	\$ 115.60
Midwest Fastener® 1/4" x 6" Phillips Drive Flat Head Concrete / Masonry Screw - 100 Count	\$ 87.75
Sherwin Williams DTM Bonding Primer 2 coats for 10 panels req. 7gal. (\$155.09 ea.)	\$ 1,085.63
Signage	\$ 350.00
Misc.	\$ 200.00
TOTAL	\$ 14,960.88
TOTAL CDBG FUNDS REMAINING \$ 7,433.12	

Budget for 15 Mural Panels - Aluminum	
TOTAL CDBG FUNDS TO BE SPENT \$ 22,394.00	
Artist Stipends 15 @ \$1,000 per panel	\$ 15,000.00
AlumaComp Aluminum Panel Pack Of 2 48x48" \$312.19 per pack (1 pack = 1 panel)	\$ 4,682.85
AC2® 2 x 4 x 8' Ground Contact Green Pressure Treated Lumber 2 per panel (\$5.78 ea.)	\$ 173.40
Midwest Fastener® 1/4" x 6" Phillips Drive Flat Head Concrete / Masonry Screw - 100 Count	\$ 175.50
Sherwin Williams DTM Bonding Primer 2 coats for 15 panels req. 11gal. (\$155.09 ea.)	\$ 1,705.99
Signage	\$ 525.00
Misc.	\$ 200.00
TOTAL	\$ 22,462.74
TOTAL CDBG FUNDS REMAINING \$ (68.74)	



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

MEETING DATE

August 3, 2021

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # U.3

To improve traffic conditions and enforcement of violations on city streets by (1) Common Council drafting a resolution to the State of Wisconsin in support of eliminating the traffic photo-enforcement ban statute; (2) increasing funding for moving radar units within police vehicles; and (3) increasing the number of traffic enforcement officers.

BACKGROUND**RECOMMENDATION****FISCAL IMPACT****ATTACHMENTS**

- I. Traffic Late Communication



Alders' Petitions and Communications

Name:

Committee Name:

Today's Date: 06/03/2021

Text of Communication:

For discussion with possible action for improving traffic conditions and enforcement of violations on city streets.

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



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

MEETING DATE

August 3, 2021

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # U.4

To remove the NO PARKING zone on the east side of Auto Plaza Drive, from Auto Plaza Way to a point 140 feet south of Auto Plaza Way.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 3, 2021

PREPARED BY

AGENDA ITEM # U.5

To remove the NO PARKING zone on the east side of Auto Plaza Drive, from a point 215 feet south of Auto Plaza Way to a point 303 feet south of Auto Plaza Way.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 3, 2021

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # U.6

To remove the NO PARKING zone on the east side of Auto Plaza Drive, from a point 483 feet south of Auto Plaza Way to a point 584 feet south of Auto Plaza Way.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 3, 2021

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # U.7

To remove the NO PARKING zone on the west side of Auto Plaza Drive, from a point 200 feet south of Auto Plaza Way to a point 275 feet south of Auto Plaza Way.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 3, 2021

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # U.8

To remove the NO PARKING zone on the west side of Auto Plaza Drive, from a point 440 feet south of Auto Plaza Way to a point 515 feet south of Auto Plaza Way.

BACKGROUND**RECOMMENDATION****FISCAL IMPACT****ATTACHMENTS**

None



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

MEETING DATE

August 3, 2021

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # U.9

To remove the NO PARKING zone on the east side of Donald Driver Way from a point 290 feet north of Dousman Street to its north terminus.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 3, 2021

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # U.10

To remove the NO PARKING zone on the west side of Donald Driver Way from a point 310 feet north of Dousman Street to its north terminus.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 3, 2021

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # U.12

To establish a NO PARKING zone on the east side of Donald Driver Way from a point 290 feet north of Dousman Street to a point 285 feet north of Kellogg Street and adopt by ordinance.

BACKGROUND**RECOMMENDATION****FISCAL IMPACT****ATTACHMENTS**

None



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

MEETING DATE

August 3, 2021

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # U.13

To establish a NO PARKING zone on the west side of Donald Driver Way from a point 310 feet north of Dousman Street to a point 285 feet north of Kellogg Street and adopt by ordinance.

BACKGROUND**RECOMMENDATION****FISCAL IMPACT****ATTACHMENTS**

None



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

MEETING DATE

August 3, 2021

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # U.14

To establish a NO PARKING zone on both sides of Donald Driver Way from a point 370 feet south of Bond Street to Bond Street and adopt by ordinance.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 3, 2021

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # U.15

To establish a NO PARKING zone on both sides of Bond Street from a point 70 feet west of Donald Driver Way to Donald Driver Way and adopt by ordinance.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 3, 2021

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # U.16

To establish a NO PARKING zone on both sides of Bond Street from Broadway to a point 70 feet east of Broadway and adopt by ordinance.

BACKGROUND**RECOMMENDATION****FISCAL IMPACT****ATTACHMENTS**

None



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

MEETING DATE

August 3, 2021

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # U.17

To establish a NO PARKING 30-MINUTE LOADING zone on the north side of Bond Street from a point 70 feet west of Donald Driver Way to a point 140 feet west of Donald Driver Way and adopt by ordinance.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

August 3, 2021

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # U.18

To establish a 2-HOUR PARKING 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the north side of Bond Street from a point 70 feet east of Broadway to a point 350 feet east of Broadway and adopt by ordinance.

BACKGROUND**RECOMMENDATION****FISCAL IMPACT****ATTACHMENTS**

None



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

MEETING DATE

August 3, 2021

PREPARED BY

Dave Hansen, Traffic Engineer

AGENDA ITEM # U.19

To establish a 2-HOUR PARKING 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone on the south side of Bond Street from a point 70 feet east of Broadway to a point 420 feet east of Broadway and adopt by ordinance.

BACKGROUND**RECOMMENDATION****FISCAL IMPACT****ATTACHMENTS**

None

Detail Summary of Projects Issued

6/1/2021 to 6/30/2021

Proj #	Address	Owner	Applicant	Fees Paid	Estimated \$	Status
104971	1109 SHADOW LN..1-2309	JAMBER INVESTMENTS LLC		\$1,111.77	\$290,000.00	Pending
[1-101 - Residential - New - Single Family House] NEW 1-STORY SINGLE FAMILY HOME W/ ATTACHED GARAGE. EC APPROVED 6/23/21						
104975	1120 SHADOW LN..1-2298	STAY GREEN BAY LLC		\$1,118.77	\$295,000.00	Pending
[1-101 - Residential - New - Single Family House] NEW 1-STORY SIGNLE FAMILY HOME W/ ATTACHED GARAGE EC APPROVED 6/16/21						
104887	3121 N GOTHIC CIR..6H-3977	TYLER & SARAH LUESCHOW		\$205.00	\$30,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] Kitchen Remodel						
104891	1216 REED ST..5-676-E	DAVID T PETERSON, ETAL		\$205.00	\$22,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] Kichen Remodel						
104904	1172 E WALNUT ST..14-271	LIVING ZEN LLC		\$205.00	\$71,390.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REPAIRS FROM FIRE DAMAGE						
104920	316 N ASHLAND AV..5-610	RED PADDLE LLC		\$567.38	\$1.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] Whole House Remodel DOUBLE FEE						
104977	3483 BLACKWOLF RN..22-1866	MELISSA A & MATTHEW E TOCHTERMAN		\$50.00	\$4,300.00	Closed
[2-434 - Residential - Alteration - 1 -2 Family House] EGRESS WINDOW						
104989	849 ABRAMS ST..21-1343-7	LEMERE ENTERPRISES LLC		\$125.00	\$4,000.00	Closed
[2-434 - Residential - Alteration - 1 -2 Family House] Bathroom Remodel - water damage and wall repair fixtures planned to be in the same location.						
104990	801 S ONEIDA ST..2-1075	CEPTAR ADVISORY SARL		\$50.00	\$4,500.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] INSTALL EGRESS WINDOW						
104992	2490 HE-NIS-RA LN..6H-1878	GRACE A & MICHAEL R COADY		\$50.00	\$4,500.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] INSTALL EGRESS WINDOW						
104994	1610 14th AV..1-1401-D	LIBBY M LAMINE		\$50.00	\$14,700.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] EGRESS WINDOW and 10 Beams						
104996	1007 DENIS PL..3-535	MARY WILLIQUETTE		\$50.00	\$10,997.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] remove 72 sq ft of concrete, excavate and straighten wall and waterproof. Install 4 new beams and 2 anchors						
105004	1085 LANGLADE AV..1-1396-B	AARON NUNEZ		\$205.00	\$88,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] structural repairs to property caused by fire						
105012	147 RACCOON BERRY WY..21-8345	DEBRA JO NYS		\$318.29	\$45,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] Basement Remodel						
105082	1252 9th ST..1-9-B-1	PATRICK S & DIANE M NAGY		\$205.00	\$14,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] KITCHEN REMODEL						

105122	125 S MAPLE AV..3-333	JULIO A & ANNA M & BRANDON D RIGGSBEE	\$75.00	\$8,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] INTERIOR RESTORATION, REPLACING WINDOW SILLS, REPLACING SIDING, REPLACE AND REPAIR GUTTERS, REPAIR					
105135	1931 ERMA DR..21-2036-L-11	AMY & MICHAEL MCGOWAN	\$175.00	\$8,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] Finish Basement - Family Room and Office					
105192	3089 S SANDSTONE CT..6H-4415	TAVIE MARIE FOLK	\$205.00	\$20,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] Finishing Basement - 2 Bedrooms, Rec Room, Bathroom, Exercise Room					
105235	1004 RALEIGH CT..1-2561	IRELAND FAMILY IRREVOCABLE TRUST	\$125.00	\$8,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] Repair and finish a room in the basement					
105281	2770 OLD COACH RD..21-4771	JASON R & KATHLEEN L KANE	\$155.00	\$24,000.00	Pending
[2-434 - Residential - Addition - Single Family House] Remodel Kitchen - Build Pantry and put in new cabinets, which will include moving the existing plumbing from the outside wall to a center island					
104836	320-322 S WEBSTER AV..14-750	GIVEADAAM VENTURES LLC	\$1,094.40	\$230,000.00	Pending
[3-103 - Residential - New - 2 Family House (Duplex)] NEW 2 FAMILY HOUSE WITH DETACHED GARAGE EC APPROVED 6/3/21 Took to EC 5/27/2021 - Erik					
104914	1537 7th ST..6-517-A	SHERMAN J TERRY	\$50.00	\$10,000.00	Pending
[4-438 - Residential - Alteration - Garage or carport or Shed] REPAIR GARAGE					
104363	3013 SANDIA DR..6H-2752	DEAN E & KATHERINE C THOMPSON	\$50.00	\$2,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] Putting an unattached roof over the deck					
104684	710 KELLOGG ST..5-1062	KEVIN J DEGRAVE	\$100.00	\$1,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] Rebuild front steps from concrete to treated wood					
104881	1334 BENJAMIN CT..21-6402	MARY A & JEFFREY P HAUCK	\$100.00	\$35,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] deck					
104956	1130 N PLATTEN ST..18-1123	AMANDA L & FRANCOIS COMEAU	\$50.00	\$2,500.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] 20x20 CONCRETE PATIO WITH STEPS					
105057	1023 S FISK ST..6-191-D-1	BARBARA J WERKHEISER	\$100.00	\$17,368.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] Deck					
105058	2614 SAGE DR..21-7631	KYLE W & AMY N MCMAHON	\$100.00	\$5,200.00	Closed
[7-1 - Deck, Porch, Patio, Ramp (Residential)] Pool Deck					
105130	1098 SHAWANO AV..3-1124	JOHN D & ROSE M DART	\$100.00	\$3,400.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] INCLUDE RAZING SMALL GARAGE AT 1100 SHAWANO P.O.					
105133	555 SUNRISE CIR..21-2914	SAINT BERNARD CONGREGATION	\$100.00	\$16,800.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK					
105197	540 ONTARIO RD..21-7025	PARKER & JENESSA DENNIS	\$100.00	\$14,300.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] deck					
104777	1120 SHADOW LN..1-2298	STAY GREEN BAY LLC	\$175.00	\$10,725.00	Pending
[9-645 - Raze - Building or Structure (Residential)] EC Approved 5/28/21					
105045	1127 REBER ST..20-68	GREEN BAY CITY OF	\$175.00	\$9,850.00	Pending
[9-645 - Raze - Building or Structure (Residential)] RAZE HOME/GARAGE					

105048	432 ABRAMS ST..21-2670 [9-645 - Raze - Building or Structure (Residential)] RAZE HOUSE	KURT A PELEGRIN	\$175.00	\$13,840.00	Pending
105068	1127 14th AV..1-28 [9-645 - Raze - Building or Structure (Residential)] RAZE GARAGE	MICHAEL A NICHOLS	\$50.00	\$2,100.00	Closed
102862	1161 GRIGNON ST..17-185 [11-1 - Garage/Carport/Shed (residential)] PENDING SIGNED EC AND PAYMENT	UMENTUM PAUL P & THERESA B REVOCABLE TRUST	\$50.00	\$5,000.00	Pending
104694	2597 DECKNER AV..21-314-2 [11-1 - Fence (Residential)] 4' HIGH CHAIN LINK FENCE	CHARLENE S & EDGAR A GONZALEZGUERRA	\$50.00	\$3,153.25	Pending
104746	705 MT MARY DR..21-1111-D-96 [11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY	JANE M JUZA	\$50.00	\$4,550.00	Pending
104749	1313 REED ST..3-1044-B [11-1 - Fence (Residential)] FENCE	GREGORY J QUANDT	\$50.00	\$2,000.00	Pending
104751	3065-3067 WEDGE CT..6H-3081 [11-1 - Fence (Residential)] FENCE	MATTHEW C & CALI R LUECKE	\$50.00	\$2,000.00	Pending
104762	341 S WEBSTER AV..14-899 [11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY	RACHEL R & SAMUEL J OSSMANN	\$50.00	\$7,750.00	Pending
104765	341 S WEBSTER AV..14-899 [11-1 - Fence (Residential)] FENCE	RACHEL R & SAMUEL J OSSMANN	\$50.00	\$3,210.00	Pending
104766	1001 S VAN BUREN ST..16-309 [11-1 - Fence (Residential)] FENCE	JOHN D & EVANGELINE A SAHARSKY	\$50.00	\$2,000.00	Closed
104769	310 15th AV..3-788 [11-1 - Fence (Residential)] 4' BLACK ALUMINUM FENCE	JERILYNN A DEPREY	\$50.00	\$1,703.00	Pending
104790	705 MT MARY DR..21-1111-D-96 [11-1 - Fence (Residential)] FENCE	JANE M JUZA	\$50.00	\$17,000.00	Pending
104793	345 BELLEVUE ST..21-1527 [11-1 - Fence (Residential)] FENCE	JOHN R & SHELLEY L LESTER	\$50.00	\$2,450.00	Pending
104827	618 GOODELL ST..17-787 [11-1 - Garage/Carport/Shed (residential)] 26'x26' DET. GAR AND DRIVEWAY	KENNETH L & JULIE A BOHN	\$189.22	\$60,208.00	Pending
104838	1107-1109 EASTMAN AV..7-484 [11-1 - Fence (Residential)] FENCE	LORENZA S ASENSIO ROMERO	\$50.00	\$1,500.00	Pending
104840	239 SEMINOLE LN..6H-2364 [11-1 - Garage/Carport/Shed (residential)] SHED	ANDREW & NATALIE M BOMSTAD	\$50.00	\$1,500.00	Pending
104844	315 S FISK ST..6-576 [11-1 - Fence (Residential)] FENCE	KARI L JOHNSON	\$50.00	\$600.00	Pending
104860	1611 SUE LN..1-2142 [11-1 - Fence (Residential)] FENCE	JUDY L PEDERSEN	\$50.00	\$4,284.10	Pending
104861	723 N CHESTNUT AV..5-100	ALISON BLACKFORD	\$50.00	\$5,600.00	Pending

[11-1 - Fence (Residential)] FENCE					
104878	953 9th ST..1-315-A	TIFFANY R FELLEENZ	\$50.00	\$3,100.00	Pending
[11-1 - Fence (Residential)] FENCE					
104890	521 GOODELL ST..17-934	LOUIZZ RAYMOND & AMBER TOURTILLOTT	\$50.00	\$13,338.00	Pending
[11-1 - Fence (Residential)] FENCE					
104894	341 S WEBSTER AV..14-899	RACHEL R & SAMUEL J OSSMANN	\$50.00	\$1,500.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] APRON ONLY					
104895	3538 BLACKWOLF RN..22-1853	RIO MAE & DEGAULL C VANG	\$50.00	\$11,200.00	Pending
[11-1 - Fence (Residential)] FENCE					
104897	1209 CHICAGO ST..14-1298	ANDRES & SHALEEN MARIE JIMENEZ-VILLARREAL	\$50.00	\$1,900.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] REAR YARD SLAB					
104901	810 OPEN GATE CT..6H-2684	AARON M & LAREE J PETERS	\$125.00	\$30,000.00	Pending
[11-1 - Fence (Residential)] FENCE/HOT TUB/ MISC WIRING/LANDING					
104913	1015 MT. BLANC CT..21-5821	KAREN J LUTTMANN- SHAMANOFF	\$50.00	\$5,575.00	Pending
[11-1 - Fence (Residential)] CHAIN LINK FENCE					
104921	933 SCHOEN ST..21-2858	BENIGNO AISPURA	\$50.00	\$3,000.00	Pending
[11-1 - Fence (Residential)] FENCE					
104922	904 ROYAL BLVD..18-1248	AARON R & REBECCA M BENZINGER	\$50.00	\$11,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY					
104924	1355 ALPINE DR..21-7652	NATHANAEL E BURCHELL, ETAL	\$50.00	\$8,434.64	Pending
[11-1 - Fence (Residential)] FENCE					
104948	611 ROBERT LN..21-3396	UMAR & FATIMA MIAN	\$50.00	\$5,300.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY					
104954	3490 YORKSHIRE DR..22-1588-105	RANDALL R & TAMARA L SOUTHARDS	\$150.00	\$20,000.00	Pending
[11-1 - Garage/Carport/Shed (residential)] YARD BUILDING					
104955	2420 DEER TRAIL..21-4267	WESLEY SMITH	\$50.00	\$800.00	Pending
[11-1 - Swimming Pool (Residential)] ABOVE GROUND POOL					
104958	515 5th ST..2-881	KELLY DRAPER	\$50.00	\$10,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] RESURFACE DRIVEWAY					
104959	511 5th ST..2-880	PRESTIGE INVESTMENTS LLC	\$50.00	\$10,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] RESURFACE DRIVEWAY					
104963	2848 SUSSEX RD..22-1843	BECKER REVOCABLE TRUST	\$75.00	\$5,200.00	Pending
[11-1 - Swimming Pool (Residential)] NEW ABOVE GROUND POOL AND FENCE					
104965	423 E LE CAPITAINE CIR..21-4412	BRIAN & APRIL KOEPP	\$50.00	\$3,500.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY					
104966	1427 RUSSELL ST..6-540-C	JOSHUA J PLOECKELMANN, ETAL	\$50.00	\$600.00	Pending

[11-1 - Garage/Carport/Shed (residential)] SHED 8 X 10

104968	1974 TREELAND DR..6H-3657	WESTLEY J & KALI L KRULL	\$50.00	\$1.00	Pending
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[11-1 - Swimming Pool (Residential)] 12'x24'x52" pool

104976	1130 N PLATTEN ST..18-1123	AMANDA L & FRANCOIS COMEAU	\$50.00	\$5,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] 10 X 12 SHED

104979	122 S ROOSEVELT ST..14-268	TJ CONSTRUCTION MANAGEMENT COMPANY LLC	\$50.00	\$5,500.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] CONCRETE DRIVEWAY

104980	146 TRADERS POINT LN..21-5694	NANCY J & CRAIG A DANLY	\$50.00	\$6,000.00	Pending
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[11-1 - Fence (Residential)] FENCE

104995	1801 BEECH TREE DR..6H-2086	TIMOTHY K ANDERSON	\$50.00	\$6,900.00	Pending
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[11-1 - Fence (Residential)] 6 ft high wood fence

104997	3457 EDINBURGH RD..22-1588-123	STEVE CHOVAN	\$50.00	\$11,500.00	Pending
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[11-1 - Fence (Residential)] REAR YARD FENCE

105001	2475 HE-NIS-RA LN..6H-1889	DIANE & STEPHEN RILEY	\$50.00	\$2,760.00	Pending
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[11-1 - Fence (Residential)] FENCE

105011	1872 WESTERN AV..6-127-D-1	MARK S SWETTERS	\$50.00	\$5,000.00	Pending
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[11-1 - Fence (Residential)] FENCE

105015	1322 KELLOGG ST..5-1329-A-2	TANYA L & ADAM P RUDAR	\$50.00	\$7,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] SHED

105016	720 PARK ST..18-1354	ERIN KRAMER	\$50.00	\$2,480.00	Pending
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[11-1 - Fence (Residential)] FENCE

105018	3492 DOLOMITE DR..21-8022	SUSAN M SMITH	\$50.00	\$3,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] SHED

105024	2712 OLD COACH RD..21-4762	KEVIN M VANCE	\$50.00	\$10,753.00	Pending
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[11-1 - Fence (Residential)] FENCE

105050	1172 LANGLADE AV..1-401-A	BRIANNA M BENNETT	\$50.00	\$3,218.00	Pending
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[11-1 - Fence (Residential)] FENCE

105054	1910 DEBRA LN..21-820-M-64	J GUADALUPE AVILAHUERTA	\$50.00	\$250.00	Pending
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[11-1 - Fence (Residential)] FENCE

105056	1130 SHADOW LN..1-2296	ARDEN SCHALK, ETAL	\$100.00	\$4,000.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] Garage Interior Finish

*MISSING ELEC PERMIT APP, PERMIT NOT EMAILED YET 6/11/21

105071	304 S HENRY ST..21-2303-1	JORGE B & BEATRIZ A MORALES	\$50.00	\$800.00	Pending
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[11-1 - Fence (Residential)] FENCE

105077	608 SUNNYCREST ST..21-819-25	RANDALL A RESEBURG	\$50.00	\$40.00	Pending
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[11-1 - Swimming Pool (Residential)] 10' wide by 30" deep pool

105094	1127 BIEMERET ST..1-2430	JAMIE H MABRY	\$50.00	\$5,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY EXPANSION

105110	1283 REED ST..3-1045-D [11-1 - Fence (Residential)] FENCE	KEVIN D & ELAINE S BUTH	\$50.00	\$3,100.00	Pending
105113	1725 FARLIN AV..19-528 [11-1 - Garage/Carport/Shed (residential)] YARD SHED	ERICK M OVEREEM	\$50.00	\$3,000.00	Pending
105114	2004 HILLVIEW DR..21-2445-P-9 [11-1 - Fence (Residential)] 6' VINYL FENCE	LINDSEY R & CODY T BACKHAUS	\$50.00	\$8,000.00	Pending
105115	3420 CONCERTO LN..21-7310 [11-1 - Fence (Residential)] FENCE	JED T & CINDY A RITCHIE	\$50.00	\$7,000.00	Pending
105116	1875 PREBLE AV..21-2187-3 [11-1 - Swimming Pool (Residential)] POOL	LUIS O & TIERNEY K CERVANTES	\$50.00	\$1,260.00	Pending
105117	1419 CHICAGO ST..17-877 [11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY	AMY J & JASON J ALLEN	\$50.00	\$4,000.00	Pending
105118	520 VROMAN ST..5-256 [11-1 - Fence (Residential)] REMOVE EXISTING PROJECT AND REPLACE WITHA 6' CEDAR FENCE.	MELISSA M TAYLOR	\$50.00	\$4,100.00	Pending
105120	1026 HOLZER ST..18-813-C [11-1 - Fence (Residential)] FENCE	TIMOTHY J HOLFORD, ETAL	\$50.00	\$3,350.00	Pending
105121	1558 E MASON ST..8-428 [11-1 - Fence (Residential)] 6' VINYL FENCE	NOEMI RAMIREZ	\$50.00	\$7,000.00	Pending
105126	1613 BOND CT..6-1366 [11-1 - Garage/Carport/Shed (residential)] REAR YARD SHED	TOU LEE & YOUA L YANG	\$50.00	\$8,500.00	Pending
105128	1325 ELIZA ST..17-534 [11-1 - Foundation Repair (Residential)] INSTALLING 7 CARBON WALL BRACES ON THE SOUTH WALL, 6 I BEAM BRACES ON THE WEST WALL, 4 I BEAM BRACES ON THE NORTH WALL	RICHARD W BOELTER	\$50.00	\$7,100.00	Closed
105132	1642 CHICAGO ST..21-1443-28 [11-1 - Fence (Residential)] 6' VINYL FENCE	LEOPOLDO JIMENEZALVARADO, ETAL	\$50.00	\$2,000.00	Pending
105137	320 N ONEIDA ST..5-848-A [11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY EXPANSION	MARY E & JAMES H RYAN	\$50.00	\$1,900.00	Pending
105148	1677 DEBRA LN..21-1111-P-23 [11-1 - Fence (Residential)] FENCE *MAILED TO OWNER 6/18/21	JOSE R RIVERA, ETAL	\$50.00	\$2,000.00	Pending
105151	1927 BEECH TREE DR..6H-3621 [11-1 - Fence (Residential)] FENCE	DAWN M & GREGORY S BARTA	\$50.00	\$400.00	Pending
105176	1180 DOUSMAN ST..5-861 [11-1 - Garage/Carport/Shed (residential)] 8 X 10 SHED	KUZMA REVOCABLE TRUST	\$50.00	\$2,734.00	Pending
105178	1415 S LOCUST ST..6-843 [11-1 - Fence (Residential)] FENCE	NICOLE L STUCZYNSKI	\$50.00	\$4,500.00	Pending
105190	2820 BAYWATER AV..22-2141 [11-1 - Swimming Pool (Residential)] 20' Wood composit deck leading from patio to a 24' round pool.	MARCUS P KOEHL, ETAL	\$200.00	\$30,000.00	Pending
105206	1119 S TAYLOR ST..6-273-A	DANA L RAU	\$50.00	\$400.00	Pending

[11-1 - Fence (Residential)] 4' CHAINLINK

105211	1607 DECKNER AV..21-1972	KRISTI A LAPLANTE	\$50.00	\$4,000.00	Pending
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[11-1 - Fence (Residential)] FENCE 5' WOOD

105229	1732 LILAC LN..21-1110-M-90	KELLY A PETERSOHN	\$50.00	\$700.00	Pending
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[11-1 - Fence (Residential)] FENCE EXT

105230	2070 9th ST..6H-1097-4	JAMES P VANDYCK, ETAL	\$50.00	\$3,900.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY REPLACE

105232	1915 OAKDALE AV..21-1846	JEFFREY A KRUMBACH	\$50.00	\$4,100.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY EXPANSION

105233	234 SCHOBBER ST..21-1714-16	LIDIA RAMOS	\$200.00	\$4,350.00	Pending
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[11-1 - Swimming Pool (Residential)] Above Ground Pool

105234	3095 KINGSWOOD CT..6H-3450	BRADY D & KENDRA A BELLUE JOINT REVOCABLE TRUST	\$50.00	\$3,000.00	Pending
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[11-1 - Fence (Residential)] FENCE

105236	1432 11th AV..1-1752	JONATHAN C & KODIE L WAUTLET	\$50.00	\$1,800.00	Pending
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[11-1 - Fence (Residential)] CHAINLINK FENCE

105237	3116 WINDLAND DR..21-5368	MICHAEL D GREEN, ETAL	\$50.00	\$4,767.00	Pending
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[11-1 - Fence (Residential)] FENCE

105238	834 CHRISTIANA ST..3-132	FRANCES M & ROBERT L CLARKSEN	\$50.00	\$1,900.00	Pending
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[11-1 - Fence (Residential)] FENCE

105248	1500 11th AV..1-1769	JAMES A & BETTY L PRIBYL	\$50.00	\$7,000.00	Pending
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[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY EXPANSION

105254	1007 VELD AV..18-811	DAVID J & MARY F SCRAY, ETAL	\$50.00	\$500.00	Pending
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[11-1 - Fence (Residential)] 6' WOOD FENCE

105271	3328 NAUTICAL AV..22-1472	STEVEN M & KRISTINE M BERKEN	\$50.00	\$1,000.00	Closed
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[11-1 - Swimming Pool (Residential)] 12 x 22 above ground pool

105272	1202 KENWOOD ST..1-2672	MICHAEL T & THEODORA A DELANEY	\$50.00	\$8,000.00	Pending
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[11-1 - Fence (Residential)] FENCE

105282	1776 ASPEN LN..6-1937	SASHA J & THOMAS A LIESKE	\$50.00	\$9,500.00	Pending
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[11-1 - Fence (Residential)] FENCE

105284	1017 MEACHAM ST..2-1243	DANIELS DAVID F & LOLA C REVOCABLE TRUST	\$50.00	\$18,940.00	Pending
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[11-1 - Foundation Repair (Residential)] Foundation Repair

105286	1518 WESTERN AV..6-135-C	SCHOEN STREET CONDO RENTALS LLC	\$50.00	\$8,500.00	Pending
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[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR - WATER PROOFING

105301	1565 MORROW ST..19-169	JULIOS GOVEA, ETAL	\$50.00	\$1,500.00	Pending
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[11-1 - Fence (Residential)] 5' VINYL FENCE

105307	1165 LAWE ST..14-1155	JAMES LASS	\$100.00	\$6,000.00	Pending
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[11-1 - Foundation Repair (Residential)] Foundation Repair

105308 1691 KENNEDY DR..6-2737 \$50.00 \$3,560.00 Pending

[11-1 - Garage/Carport/Shed (residential)] 10 x 12 SHED

105311 1236 9th ST..1-9-G KURT A THEEKE, ETAL \$50.00 \$1,000.00 Pending

[11-1 - Fence (Residential)] FENCE

105316 1712 DOUSMAN ST..6-226-C STEVEN M & MICHAEL A LINDSTRUM \$50.00 \$9,200.00 Pending

[11-1 - Fence (Residential)] 6' VINYL FENCE

105317 1203 WILSON AV..18-164 LUISA MONTES FUENTES \$50.00 \$2,500.00 Pending

[11-1 - Fence (Residential)] FENCE

105321 2454 MORGAN LN..21-3281 SARAH A SIEBERT \$50.00 \$100.00 Pending

[11-1 - Swimming Pool (Residential)] Seasonal Above Ground Pool

104984 200 S MAPLE AV..3-342 MANDY MARKUSEN \$520.00 \$17,896.00 Pending

[30-434 - Commercial - Alteration - Multi-Family of 3 or more units] Working with out a permit. Post construction permit issue. - PaulVC 6/8/2021

102430 129 S WASHINGTON ST..12-191 KARMAN DEVELOPMENT LLP \$701.40 \$19,000.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] COA Required - STEEL STRUCTURE ABANDONED, NOW A PATIO AT GRADE.

103813 1302 E MASON ST..17-445 DMG GREEN BAY HOLDINGS LLC \$1,141.63 \$190,000.00 Pending

[31-327 - Commercial - New - Stores, Customer Services (restaraunts, beauty shops, malls, taverns, auto showrooms, laundromats, warehouses, markets, kennels)] EC APPROVED 5/17/21

*** NO INTERNAL PLBG PLANS DROPPED OFF YET - 06.18.21***

103948 821 S HURON RD , Unit: SUITE E..21-169-2 EASTERN HORIZONS LLC \$1,314.98 \$30,000.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] SALON

104136 701 BAY BEACH RD..20-689-C MCDONALD LUMBER CO INC \$2,758.96 \$525,000.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] QUINCY RECYCLE OFFICE SPACE

104249 1617 MAIN ST..21-2006 JAUQUET RENTALS LLC \$860.00 \$20,000.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] POST CONSTRUCTION PERMIT - Double fee

104344 1901 VERLIN RD..23-254-5 MCR RENTALS LLC \$928.00 \$110,000.00 Pending

[31-328 - Commercial - New - Other Non-Residential Buildings (barns, storage garages, jails, silos, post offices, animal hospitals, reformatories)] Four - 30x40 storage buildings

104640 1727 SHAWANO AV..6-2991 ST MARYS HOSPITAL MEDICAL CENTER OF GREEN BAY \$1,089.00 \$98,000.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] Minor alteration - waiting area 1st floor and waiting/conference room 2nd floor

104688 2845 GREENBRIER RD..21-161-2 BAYCARE AURORA LLC \$4,759.08 \$1,545,747.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] 2nd FLR SURGERY REMODEL

104754 2350 E MASON ST , Unit: SUITE 3..21-126-7 GB EAST TOWN LLC \$1,000.79 \$30,000.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] TENANT BUILDOUT- BATH & BODY

104826 1833 UNIVERSITY AV..21-1382 UNIVERSITY BUILDING PARTNERS LLC \$360.00 \$20,500.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] OFFICE ALTERATIONS

104845 2350 E MASON ST..21-126-7 GB EAST TOWN LLC \$20,200.75 \$2,000,000.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] Combined projects basically for the rear area of building.

*PLUMBING PLANS NEEDED - 6/21/21

88367 917 MCDONALD ST..18-437 GRAYMONT WESTERN LIME INC \$254.00 \$36,000.00 Pending

[34-1 - Parking Lot - New & Reconstruction (Commerical)] EC Approved 8/26/19

100304	105 S BUCHANAN ST..3-215	GREEN BAY AREA PUBLIC SCHOOL DISTRICT LINCOLN	\$467.81	\$284,834.36	Pending
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[34-1 - Parking Lot - New & Reconstruction (Commerical)] ***SWB \$5000.00 *** PD
no plumbing Requirments
EC APPROVED 4/5/21
NEED PRECON SIGNED

103485	1415 E WALNUT ST..17-1061	GREEN BAY AREA PUBLIC SCHOOL DISTRICT EAST HIGH	\$310.00	\$255,613.90	Pending
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[34-1 - Parking Lot - New & Reconstruction (Commerical)] EC APPROVAL 4/5/21

103699	1233 LORE LN..6-140-A	GREEN BAY AREA PUBLIC SCHOOL DISTRICT FRANKLIN	\$70.00	\$46,323.00	Pending
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[34-1 - Parking Lot - New & Reconstruction (Commerical)] REPAIR EXISTING PARKING LOT

104880	1010 S BROADWAY..2-951	WATERSTRADT ENTERPRISES LLC	\$70.00	\$80,000.00	Pending
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[34-1 - Parking Lot - New & Reconstruction (Commerical)] REPAVE PARKING LOT

104907	401 GRAY ST..5-1353	ANNUNCIATION CHURCH CONGREGATION	\$87.00	\$79,723.00	Pending
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[34-1 - Roofing (Commercial)] ROOF

104923	1411 CEDAR ST..8-116	CEDAR CENTER ARTS INC	\$70.00	\$7,750.00	Pending
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[34-1 - Fence (Commercial)] FENCE

104967	325 ST. GEORGE ST..8-276	JOHNSON VENTURES LLC	\$134.50	\$9,411.00	Pending
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[34-1 - Parking Lot - New & Reconstruction (Commerical)] PARKING LOT

104985	2351 UNIVERSITY AV..21-2213	RHS FAMILY LIMITED PARTNERSHIP	\$100.00	\$16,000.00	Pending
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[34-1 - Site (Erosion control, Fill, Excavation)(Commercial)] STUMP REMOVAL, LANDSCAPING, REMOVE PARTIAL OLD SILO
EC approved 6/16/21

105023	900 RADISSON ST..20-464	GREEN BAY PACKAGING INC	\$70.00	\$173,000.00	Pending
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[34-1 - Parking Lot - New & Reconstruction (Commerical)] REPAIR PARKING LOT

105031	1068 WINTER LN..21-3378	BHP PROPERTIES LLC	\$70.00	\$3,000.00	Closed
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[34-1 - Roofing (Commercial)] ROOF

105046	531 S BROADWAY..2-77	REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY	\$240.00	\$18,500.00	Pending
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[34-649 - Raze- Building or Structure (Commercial)] EC APPROVED 6/17/21

105047	525 S BROADWAY..2-76	REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY	\$240.00	\$11,900.00	Pending
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[34-649 - Raze- Building or Structure (Commercial)] EC APPROVED 6/17/21

105049	801 S BROADWAY..2-217	REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY	\$240.00	\$12,850.00	Pending
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[34-649 - Raze- Building or Structure (Commercial)] EC APPROVED 6/17/21

105141	966 SHAWANO AV..3-1092	GREEN BAY AREA PUBLIC SCHOOL DISTRICT WEST HIGH	\$70.00	\$10,000.00	Pending
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[34-1 - Cell Tower - Alteration to Existing (Commercial)] NSIGHT CELL TOWER WORK

105142	2425 HUTSON RD..6H-1718	GADJAD PROPERTIES LLC	\$70.00	\$5,000.00	Pending
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[34-1 - Cell Tower - Alteration to Existing (Commercial)] NSIGHT CELL TOWER WORK

105149	3240 HUMBOLDT RD..21-384	GREEN BAY CITY OF	\$70.00	\$1,500.00	Pending
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[34-1 - Temporary Office/Trailer/Event (Commercial)] TENTS FOR KITE DAY

105208	315 S WEBSTER AV..14-904	TEEGARDEN PROPERTIES LLC	\$140.00	\$8,500.00	Pending
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[34-1 - Z - Misc Project Not Listed (Commercial)] POST CONSTRUCTION PERMIT - DOUBLE FEE

105242	1801 AUGUST ST..21-2116-7 [34-1 - Roofing (Commercial)] RE-ROOF	TIMMERMAN MICHELE E REVOCABLE TRUST OF 1999	\$70.00	\$21,500.00	Closed
105244	3478 FINGER RD..21-166-4 [34-1 - Roofing (Commercial)] RE-ROOF	SRL2 INC	\$70.00	\$15,300.00	Closed
105256	1416 HURLBUT ST..6-3041 [34-1 - Cell Tower - Alteration to Existing (Commercial)] T-Mobile Generator Work	BROWN COUNTY	\$140.00	\$15,000.00	Pending
105279	115 S JEFFERSON ST..11-258 [34-1 - Parking Lot - New & Reconstruction (Commerical)] REPLACE CONCRETE	GRAY TELEVISION GROUP INC	\$70.00	\$35,000.00	Pending
105280	1710 MORROW ST..21-1203 [34-1 - Parking Lot - New & Reconstruction (Commerical)] PARKING LOT REPAIR	PURPLE ROSE GB LP	\$70.00	\$75,000.00	Pending
105313	2350 E MASON ST..21-126-7 [34-1 - Roofing (Commercial)] ROOF REPAIR	GB EAST TOWN LLC	\$70.00	\$4,800.00	Pending
104758	2255 MACCAUX DR..21-2144-M-7 [40-1 - Electrical Service - Repair (Residential)] REPLACE 100 AMP FUSE PANEL WITH 100 AMP BREAKER PANEL AND CLEAN UP HAZARDOUS WIRING	TOO LLC	\$50.00	\$1,600.00	Pending
104759	1197 DIVISION ST..5-648-A [40-1 - Electrical Service - Change (Residential)] REPLACE 100 AMP BREAKER PANEL	DANA M VEJAR	\$50.00	\$1,400.00	Closed
104876	535 LA COUNT RD..6H-4346 [40-1 - Solar Panels - Electric] GROUND MOUNT SOLAR SYSTEM	NYLA G & BRAD T QUINN	\$150.00	\$19,650.00	Pending
104877	1191 SHAWANO AV..3-1018-C [40-1 - Electrical Service - Change (Residential)] REPLACE 100 AMP BREAKER PANEL	EDWARD F CAMPBELL	\$50.00	\$1,400.00	Closed
104888	618 N LOCUST ST..6-69-1 [40-1 - Electrical Service - Repair (Residential)] REPAIR METER DAMAGE FROM FALLING TREE	JAMES J & BARBARA A STOLL	\$50.00	\$400.00	Pending
104889	622 N LOCUST ST..6-66-A-4 [40-1 - Electrical Service - Repair (Residential)] REPAIR METER DAMAGE FROM FALLING TREE	ALAN J SALAMONSKI	\$50.00	\$500.00	Closed
104892	1019 12th AV..2-848 [40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE 100 AMP	RANDALL L & GAIL R OLEJNICZAK	\$50.00	\$600.00	Closed
104902	809 PARK ST..18-1324 [40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] ELEC REPAIR - WPS CUT POWER AFTER TREE FALL	PAUL C VOEGLTLINE	\$50.00	\$500.00	Closed
104918	844 NEUFELD ST..6-157-E [40-1 - Electrical Service - Change (Residential)] OVERHEAD SERVICE UPGRADE FROM 60 AMP TO 200 AMPS	JACOB W MAUER	\$50.00	\$1,800.00	Closed
104927	1762 BOLAND RD..6-2367 [40-1 - Electrical Service - Repair (Residential)] EMERGENCY SERVICE REPAIR	JUDITH A & JOHN R LINDEMAN	\$50.00	\$500.00	Closed
104928	249 NEWBERRY CT..21-88-18 [40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] WIRING FOR 10 X 20 SHED	DAVE A PATRIKUS, ETAL	\$50.00	\$1,055.00	Closed
104931	1207 S BROADWAY..1-814 [40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] ELEC - REPLACING LIGHTS, OUTLETS, SWITCHES ADN ADDING BASELOAD HEATING PLBG - REPLACING 8 FIXTURES FOR BATH AND KITCHEN REMODEL	MCCLONE DEVELOPMENT LLC	\$100.00	\$5,850.00	Pending
104953	1438 BIEMERET ST..6-883	MAKENZIE E KRAH	\$50.00	\$6,000.00	Pending

[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE TO 200 AMP AND BASEMENT LIGHTING

104960 1747-1749 OAKDALE AV..21-2304-2-A KAPLA ENTERPRISES LLC \$70.00 \$1,000.00 Pending

[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] REPLACE CORRODED SERVICE ENTRANCE PIPE

104970 718 LINCOLN ST..5-164 ROBERTO LOPEZCISNEROS \$50.00 \$2,500.00 Closed

[40-1 - Electrical Service - Repair (Residential)] EMERGENCY SERVICE REPAIR

104974 1874 DECKNER AV..21-2291 CODY KLECZKA \$50.00 \$1,500.00 Closed

[40-1 - Electrical Service - Repair (Residential)] EMERGENCY REPAIR

104978 317 MANCHESTER DR..6-2255 MICHELLE R PIGEON \$50.00 \$3,800.00 Pending

[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE

104983 1554 CHARLES ST..8-452 PAUL JOSEPH SAMUELSON \$50.00 \$2,500.00 Closed

[40-1 - Electrical Service - Change (Residential)] SERVICE CHANGE 60 TO 100 AMP OVERHEAD

104987 1835 OAKDALE AV..21-1855-1 BAY PARTNERS REAL ESTATE LLC \$50.00 \$1,500.00 Pending

[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE 30 AMP TO 100 AMP, ADD RECEPTACLES IN KITCHEN, FURNACE CIRCUIT, GROUND ROD, BONDING, ETC.

104988 200 S BROADWAY..3-317 GREEN BAY AREA PUBLIC SCHOOL DISTRICT \$140.00 \$30,000.00 Pending

[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] INSTALL SMART ROW UPS

105019 712 S MAPLE AV..2-231 KYLE ROOT \$50.00 \$1,000.00 Pending

[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] RECEPTACLE REPLACEMENT AND LIGHT REPLACEMENT - SOME VARIOUS WIRING WORK

105055 1336 SHIRLEY ST..6-156-A-1 SAMANTHA J ALVAREZ \$50.00 \$2,600.00 Pending

[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE 60 AMP TO 100 AMP

105062 1560 MAIN ST..19-290 TEDFORD ENTERPRISES LLC \$70.00 \$500.00 Closed

[40-1 - Electrical Service - Repair (Commercial)] CHANGE OUTDOOR PANEL ON SIGN

105073 436 S JEFFERSON ST..13-91 BAO QIN HE & TIAN-YOU HU REVOCABLE LIVING TRUST \$210.00 \$3,000.00 Pending

[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] MISC ELEC WORK FOR CODE VIOLATION. INSPECTION OF PREMISES BASED ON BUILDING INSPECTION, STANDING WATER, LIVE WIRES, ENSURE IT IS TO BE HABITABLE AND SAFE PER ELEC CODE. UNKNOWN COST AT THIS TIME, WILL UPDATE UPON INSPECTION.

105080 1620 ACORN DR..6H-1656 WAYNE A & JAMIE M JANSEN \$50.00 \$2,776.00 Pending

[40-1 - Electrical Service - Repair (Residential)] EMERGENCY REPAIR - TREE FELL ON PERISCOPE AND SERVICE CHANGE FROM OVERHEAD TO UNDERGROUND

105081 2098 IMPERIAL LN..21-3357 KOBLE INVESTMENTS LLC \$70.00 \$1,000.00 Pending

[40-1 - Electrical Service - Change (Commercial)] PANEL REPLACEMENT IN 1 UNIT OF APT COMPLEX

105085 1165 CASS ST..14-1121 MELODIE L GATES \$50.00 \$1,000.00 Closed

[40-1 - Electrical Service - Repair (Residential)] EMERGENCY REPAIR - STORM DAMAGE TO PERISCOPE

105086 144 LAU ST..21-1760 MAGGIE R & MATTHEW J HOIDA \$50.00 \$500.00 Pending

[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] EMERGENCY REPAIR- SERVICE MAST DAMAGED IN STORM

105087 420 GOODELL ST..17-868-A KAYLA A SCHWARTZ \$50.00 \$1,000.00 Closed

[40-1 - Electrical Service - Repair (Residential)] EMERGENCY SERVICE REPAIR - MAST REPAIR AND INSTALLATION OF GROUNDING

105089 412 GOODELL ST..17-852 MEE & REBECCA MOUA \$50.00 \$1,000.00 Closed

[40-1 - Electrical Service - Repair (Residential)] REPAIR MAST, METER SOCKET AND ADD GROUNDING

105090 306 N CLAY ST..14-13-A RONALD MORRIS \$50.00 \$1,800.00 Pending

[40-1 - Electrical Service - Change (Residential)] PANEL CHANGE

105096	1145 CASS ST..14-1124	JACQUELINE & ROBERT FOSTER	\$50.00	\$400.00	Pending
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[40-1 - Electrical Service - Repair (Residential)] REPAIR SERVICE RISER AND RECONNECT POWER

105097	1114 CHICAGO ST..14-1075	STACY E MCCLELLAN	\$50.00	\$600.00	Pending
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[40-1 - Electrical Service - Repair (Residential)] REPAIR SERVICE RISER AND RECONNECT POWER

105107	415 SKYLINE BLVD..21-1134-1	LARRY L ZIARNIK	\$50.00	\$3,800.00	Pending
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[40-1 - Electrical Service - Change (Residential)] 100 AMP SERVICE UPGRADE, OVERHEAD EXISTING LOCATION. RELOCATE METER TO EXTERIOR

105112	424 GOODELL ST..17-868-1	FLOR I CANO	\$50.00	\$1,000.00	Closed
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[40-1 - Electrical Service - Repair (Residential)] REPAIR SERVICE MAST, INSTALL NEW FEEDERS, REPLACE HUB, INSTALL NEW WEATHER HEAD

105124	1153 HIGHVIEW LN..6-661	STEVEN J STEFFENS	\$50.00	\$2,600.00	Pending
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[40-1 - Electrical Service - Change (Residential)] REPLACE 100 AMP OVERHEAD SERVICE WITH 200 AMP UNDERGROUND SERVICE, INSTALL SUB PANEL IN GARAGE

105127	392 SKYLINE BLVD..21-2678-T-38	MARY JO & MICHAEL R MORRIS	\$50.00	\$1,800.00	Pending
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[40-1 - Electrical Service - Change (Residential)] REMOVE 100 AMP FUSE PANEL AND INSTALL 100 AMP MAIN BREAKER PANEL.

105143	1951 KNOTTY PINE DR..6H-3065	WAYNE AVERS	\$50.00	\$1,998.00	Pending
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[40-1 - Electrical Service - Change (Residential)] RELOCATE METER PEDESTAL, ADD NEW MAIN PANEL

105145	725 LAVERNE DR..21-1111-D-129	ERIN M & ROSS S HEADLEY	\$50.00	\$150.00	Pending
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[40-1 - Electrical Service - Repair (Residential)] REPLACE METER HUB AND WEATHER HEAD, CHECK WIRING AND GET SERVICE HOOKED UP

105146	2041 FERN LN..21-2475-D-7	EMILY A RUECKL	\$50.00	\$1,500.00	Pending
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[40-1 - Electrical Service - Change (Residential)] REPLACE 100 AMP FUSE PANEL WITH 100 AMP MAIN BREAKER PANEL

105163	3410 INDIGO BLUFF DR..21-8248	PRESERVE HOMEOWNERS ASSOCIATION INC	\$70.00	\$1,750.00	Closed
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[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] INSTALL GROUND LIGHTING FOR GROUND SIGN ON CORNER OF ROAD BY POOL.

105169	431 GILBERT CT..21-6668-47	JONATHAN A PHY	\$50.00	\$3,500.00	Pending
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[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE - 100 AMP TO 200 AMP

105186	1340 DOBLON ST..21-1695	LAURA J PAMPERIN, ETAL	\$50.00	\$500.00	Closed
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[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE 60 AMP TO 100 AMP

105193	916 REGENT LN..21-3046	BENJAMIN D COVEYOU	\$50.00	\$1,200.00	Pending
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[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE - INSTALL 7/6/21

105194	1043 S VAN BUREN ST..16-304	ASHLEY & ANDREW BETZ	\$50.00	\$6,170.00	Closed
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[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE 100 AMP OVERHEAD TO 200 AMP UNDERGROUND

105212	2849 JOSEPHINE CIR..21-1111-D-89	MATTHEW BERNARD & LYNN ROTTER	\$50.00	\$200.00	Pending
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[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] REMOVE PIECE OF PIPE GOING FROM METER TO DISCONNECT. INSTALL LONGER PIECE OF PIPE TO MAKE ROOM FOR SIDING AND TURN POWER BACK ON.

105224	1097 ROSCOE ST..1-386-C	TIMOTHY K & MICHELLE M LAKE	\$50.00	\$2,000.00	Pending
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[40-1 - Electrical Service - Repair (Residential)] REPAIR MAST - TREE RIPPED MAST OFF HOUSE

105225	220 SCHOBBER ST..21-1714-13	MARY LYNN HALL	\$50.00	\$1,000.00	Pending
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[40-1 - Electrical Service - Repair (Residential)] REPLACE SERVICE MAST

105246	1137 KENWOOD ST..1-2268	GLEN W JAEGER, ETAL	\$50.00	\$1,850.00	Pending
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[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE 60 AMP TO 100 AMP

105263	725 THRUSH ST..18-1308	BETTY J DISCH	\$50.00	\$2,000.00	Pending
[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE					
105273	1255 DIVISION ST..5-653	JOAN R & WILLIAM J SCHAMPERS	\$50.00	\$500.00	Pending
[40-1 - Electrical Service - Repair (Residential)] ELEC REPAIR DUE TO TREE FALLING					
105275	1486 MORROW ST..8-54	DENNIS R WILBER	\$50.00	\$500.00	Pending
[40-1 - Electrical Service - Repair (Residential)] ELEC REPAIR FROM TREE					
105278	517 COLUMBIA AV..5-758	TYLER BAENEN	\$50.00	\$500.00	Pending
[40-1 - Electrical Service - Repair (Residential)] ELEC REPAIR DUE TO TREE DAMAGE * PICS IN BOTH EMAILS IN DRAG FILE					
105291	805 TOMMARK ST..2-1415	LINDA M NOONAN	\$50.00	\$1,000.00	Pending
[40-1 - Electrical Service - Change (Residential)] REPLACE METER AND PANEL UPGRADE					
105292	1415 DONALD ST..6-40-J	MEDD FAMILY TRUST THE	\$70.00	\$1,200.00	Pending
[40-1 - Electrical Service - Change (Commercial)] REPLACE METER AND PANEL					
105299	2245 MAIN ST..21-127-5	WS ENTERPRISES OF GREEN BAY INC	\$70.00	\$2,500.00	Pending
[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] ADD LIGHTS, MOVE SWITCHES, ETC					
105300	1155 WEISE ST..20-442	MICHAEL J DELANEY	\$50.00	\$200.00	Pending
[40-1 - Electrical Service - Repair (Residential)] LOST 1 PHASE OF 240 VOLTS - NEW BREAKER AND CLEANED BUS BAR					
105312	1244 GRANT ST..3-1029-A	DEBRA & RAYMOND DAMRO	\$50.00	\$1,000.00	Pending
[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] WIRING IN GARAGE					
105330	1400 N BAIRD ST..21-1198-6	PERRY PARK PARTNERS ETAL	\$50.00	\$2,000.00	Pending
[40-1 - Electrical Service - Repair (Residential)] NEW POWER FEED TO LOT					
104623	3133 EAGLE TERR..6H-2644	JASON J & DANIELLE J HALBACH	\$50.00	\$10,500.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
104731	2500 WANDERING SPRINGS ST..23-289	CHRISTOPHER M & GINA L FREDRICK	\$50.00	\$11,867.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
104770	836 S BROADWAY..2-187-A	GOELET PROPERTIES WI LLC	\$140.00	\$11,524.00	Closed
[50-1 - Heating and Air Conditioning Units (Commercial)] COMMERCIAL FURNACE AND AIR CONDITIONER					
104893	490 LEAH LN..21-7148	CARRIE L & NICHOLAS J LINZ	\$50.00	\$3,567.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITONER					
104899	534 EDELWEISS DR..21-3443	KASEY C & ASHLEY M STEINBRINCK	\$50.00	\$4,598.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
104903	1711 ROYAL CROWN CT..6H-4207	RADTKE MICHAEL I & RUTH E REVOCABLE TRUST	\$50.00	\$4,725.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
104909	2542 MARY JO DR..21-3957	CHEE & KEE XIONG	\$50.00	\$3,967.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
104911	2438 SYCAMORE DR..21-4017	KOS HATCHERIES LLP	\$70.00	\$2,851.00	Closed
[50-1 - AC Unit Only (Commercial)] AIR CONDITIONER UNIT #7					
104912	3084 BETH DR..21-7473	JENENE N & DAVID CALLOWAY	\$50.00	\$5,109.00	Closed

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

104917	701 HUBBARD ST..4-133	KELSEY E LEMKE	\$50.00	\$3,715.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
104919	376 MOON VALLEY DR..21-5015	DOUGLAS & WHITNEY BRUSICH	\$50.00	\$4,904.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
104929	1554 CHARLES ST..8-452	PAUL JOSEPH SAMUELSON	\$50.00	\$2,665.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
104933	310 MICHELLE CT..21-6355	RANDALL D & REBECCA M BARRETT	\$50.00	\$9,359.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
104934	1194 RALEIGH ST..1-2473	JILLANE A THORPE IRREVOCABLE TRUST OF 2020	\$50.00	\$10,612.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
104935	1729 DECKNER AV..21-1206	NEIL A & RANDIE L ROWELL	\$50.00	\$5,400.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
104937	1950 BLUEBERRY LN..6H-1508-M-40	KEITH & DAWN KARNOPP	\$50.00	\$12,000.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
104938	504 LAURA ST..21-1304-4	CYNTHIA R KASTER, ETAL	\$50.00	\$9,880.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
104939	1175 KELLOGG ST..5-1344-D	ELSABETH E & STEVE R SRUBAS	\$50.00	\$5,350.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
104940	2532 HEATHER RD..21-4285	NICOLE M & CHAD A GOUIN	\$50.00	\$4,270.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
104941	913 ALPINE DR..21-4967	CAROL A KEITZER	\$50.00	\$6,620.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
104942	609-615 SUPERIOR RD..21-3114	MARGARET F & JOHN O GUZEK	\$50.00	\$3,132.00	Closed
[50-1 - Heating Unit Only (Residential)] FURNACE FOR 609 SIDE					
104943	2560 CARMEL LN..21-4667	DEREK J WICKLUND	\$50.00	\$5,027.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
104944	1951 DECKNER AV..21-2838	DARRYL DEDA	\$50.00	\$6,618.65	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
104950	2008 SMITH ST..21-2445-N-17	ROLAN J & MARCY M TEBON	\$50.00	\$3,191.00	Withdrawn
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
104961	1301 EMILIE ST..17-568	TERESA M KENNEDY	\$50.00	\$3,289.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
104964	902 7th ST..1-253	REBECCA L ARCAND	\$0.00	\$4,267.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
104972	886 HUBBARD ST..5-553	AMY M & BRAYDEN T WHITMAN	\$50.00	\$3,967.95	Pending

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

104982	1429 INSPIRATION AV..21-7363	ERIC T RENTMEESTER	\$50.00	\$3,500.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER INSTALL DATE - 6/29/21					
105000	3547 FAYETTE LN..21-5553	DAVID J & KATHLEEN ANN RIEBE, ETAL	\$50.00	\$4,704.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105005	3126 EAGLE TERR..6H-2656	HEATHER E & CRAIG J KLUG	\$50.00	\$3,600.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105006	2736 E CARRERA CT..22-1731	VANDEHEI TRUST OF 1996 JOINT TRUST AGREEMENT	\$50.00	\$5,386.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105007	1426 CHICAGO ST..17-824	JAIME R REYES, ETAL	\$50.00	\$9,800.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105008	1531 ELM ST..19-72	IMELDA & JULIO C SANCHEZ	\$50.00	\$3,300.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105009	1119 KELLOGG ST..5-1352-C	NICHOLAS J & KIMBERLY A CALAWAY	\$50.00	\$3,350.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105010	1138 S JACKSON ST..16-199	GARY & LYNN A LEUER	\$50.00	\$3,200.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105014	1515 9th ST..6-1276	WILLIAM R & RONGJIAO COURCHANE	\$50.00	\$3,150.00	Closed
[50-1 - Heating Unit Only (Residential)] FURNACE					
105017	245 LAU ST..21-1795	JOLENE A & JASON L WANER	\$50.00	\$4,461.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105020	118 S WASHINGTON ST..12-341	ANDREW MARTINELLI	\$140.00	\$11,154.00	Closed
[50-1 - Heating and Air Conditioning Units (Commercial)] FURNACE AND AIR CONDITIONER UNIT 232 A					
105021	480 DEMI LN..21-7353	KELLY A & ERIC S REIMER	\$50.00	\$3,164.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105026	816 SPENCE ST..2-1364	TERRY L & LYNN M JERZYK	\$50.00	\$7,650.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
105027	1790 ASPEN LN..6-2020	ROBERT A & MICHAEL K SCHAPS	\$50.00	\$7,900.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
105029	1651 KIMBALL ST..21-1443-33	ADELAIDA F SANCHEZ	\$50.00	\$3,050.00	Closed
[50-1 - AC Unit Only (Residential)] an AIR CONDITIONER					
105030	508 COUNTRY CLUB RD..6H-2467	KADIJA & ABDIKARIM Y AYNAN	\$50.00	\$4,350.00	Pending
[50-1 - AC Unit Only (Residential)] an AIR CONDITIONER					
105033	830 13th AV..2-555	SHANE WOLSKE	\$50.00	\$3,050.00	Closed
[50-1 - AC Unit Only (Residential)] an AIR CONDITIONER					
105034	641 ONTARIO RD..21-5414	RHONDA J & TODD J SMURAWA	\$50.00	\$3,450.00	Closed

[50-1 - AC Unit Only (Residential)] an AIR CONDITIONER

105035	1126 MARSHALL AV..18-203	BOBBI HAWLEY	\$50.00	\$3,350.00	Closed
[50-1 - AC Unit Only (Residential)] an AIR CONDITIONER					
105036	315 HARVARD ST..5-411	SHAWN JOSEPH MALONE	\$50.00	\$3,550.00	Pending
[50-1 - AC Unit Only (Residential)] an AIR CONDITIONER					
105037	1626 CRUSADE LN..6H-3924	WILLIAM & ERICA SCHINTGEN	\$50.00	\$3,900.00	Closed
[50-1 - AC Unit Only (Residential)] an AIR CONDITIONER					
105044	2427 SYCAMORE DR..21-3992	KOS HATCHERIES LLP	\$70.00	\$2,965.00	Closed
[50-1 - AC Unit Only (Commercial)] AIR CONDITIONER					
105052	2728 SHERRY LN..21-3411	DONALD C & ROBIN D GALLANT, ETAL	\$50.00	\$3,750.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105060	2081 MANITOWOC RD..21-1361-3-2	JOSE & JESSICA YANEZ	\$50.00	\$3,875.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105061	1006 N MILITARY AV..6-2775	SUMMIT MARLA VISTA MANOR LLC	\$70.00	\$5,917.50	Pending
[50-1 - AC Unit Only (Commercial)] an AIR CONDITIONER					
105064	1540 SMITH ST..19-694	STEVEN R STAATS	\$50.00	\$6,500.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] a FURNACE AND AIR CONDITIONER					
105065	1400 N BAIRD ST..21-1198-6	MIGUEL GONZALEZ	\$50.00	\$3,400.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER LOT 48					
105070	2097 WHITE OAK TERR..6H-2103	JOHN A HUSBY, ETAL	\$50.00	\$3,530.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105072	1785 AMY ST..21-3306	GREAT NORTH PROPERTIES LLC	\$50.00	\$3,383.00	Closed
[50-1 - Heating Unit Only (Residential)] FURNACE					
105075	621 S MONROE AV..14-362	ASHLEY S & JESSE M DANIELS	\$50.00	\$5,900.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105076	430 MAIN ST..11-1	MANOS HOLDINGS GREEN BAY LLC	\$70.00	\$10,748.00	Pending
[50-1 - Heating Unit Only (Commercial)] FURNACE RTU					
105078	1393 BOND ST..6-67-F	DAO & ONG YANG	\$50.00	\$4,826.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105079	508 S MILITARY AV ..6-149-3	HAI QING LIU, ETAL	\$70.00	\$4,253.00	Closed
[50-1 - AC Unit Only (Commercial)] AIR CONDITIONER					
105083	1140 ALPINE DR..21-6410-67	HAFEMAN KELLY M & DEBRA J REVOCABLE TRUST	\$50.00	\$9,399.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
105091	2651 VAN BEEK RD..21-4558	BETTY & DAVID L GRUBER	\$50.00	\$4,500.00	Pending
[50-1 - Heating Unit Only (Residential)] FURNACE *ACCIDENTLY TYPED AIR CONDITIONER IN PERMIT PLACARD AND FINAL INSP LETTER, NEW PLACARD CREATED AND NEW LETTER SENT OUT - 6/17/21					
105092	1288 BIEMERET ST..1-1388-B-2	VINCENT & KARINA TISKE	\$50.00	\$3,900.00	Pending

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105101	1178 DOTY ST..14-952	ABBY L RETZLAFF	\$50.00	\$1,899.00	Pending
[50-1 - Heating Unit Only (Residential)] FURNACE					
105106	556 FRED ST..21-1714-E-8	LINDA M & KEVIN B MCDONALD	\$50.00	\$4,720.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105108	919 S TAYLOR ST..6-190-B	KAPP FAMILY LTD PARTNERSHIP	\$490.00	\$80,016.00	Pending
[50-1 - Heating and Air Conditioning Units (Commercial)] 7 RTU'S 5 - 12.5 TON, 1 - 10 TON, 1 - 7.5 TON.					
105109	111 N WASHINGTON ST..12-24	NICOLET JOINT VENTURES LLC	\$140.00	\$137,338.00	Pending
[50-1 - Heating Unit Only (Commercial)] 2 COMMERCIAL BOILERS					
105111	2559 SAGE DR..21-7214	JENNIFER & TONY D ALEXANDER	\$50.00	\$9,376.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105125	2110 CANDLE WAY..6H-3495	MICHAEL L & GAIL A G REED	\$50.00	\$7,384.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
105144	1203 SPENCE ST..1-1669	BLAKE ALEXANDER & VALERIE LYNN GIESE	\$50.00	\$3,876.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105147	307 N BROADWAY..5-592	CATHY T LESANDRINI, ETAL	\$210.00	\$18,000.00	Closed
[50-1 - Heating and Air Conditioning Units (Commercial)] 2 FURNACE AND AIR CONDITIONER RTU & ELEC WIRING FOR BOTH					
105152	615 EASTVIEW DR..21-819-39	DEBORAH A & TIMOTHY C HOLDEN	\$50.00	\$3,300.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105153	2435 SHADY OAK LN..6H-3861	EWA & MARK J KACZMARCZYK	\$50.00	\$4,300.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105154	908 S JACKSON ST..16-159	FRANK P & KATHY A HICKEY	\$50.00	\$4,600.00	Pending
[50-1 - Heating Unit Only (Residential)] FURNACE					
105155	3310 HAVEN PL..6H-853-6	TIMOTHY J & SHERRY A LAU	\$50.00	\$4,300.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105156	1238 KLAUS ST..20-203	WILLIAM J HOEFT	\$50.00	\$3,200.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105157	3246 HIGHLAND VIEW LN..21-7128	WILLIAM V & KIMBERLY A BRINKER	\$50.00	\$10,550.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
105158	923 ROSCOE ST..1-337	MARCOS & KAYLA BILICK	\$50.00	\$4,200.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105159	1400 JEREMIAH CT..21-5787	CHRISTOPHER M KOMOROWSKI	\$50.00	\$4,450.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105160	1904 SMITH ST..21-2166-1-B	JENNIFER A COLLARD	\$50.00	\$6,200.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
105164	3256 SITKA ST..21-7112	JOAN C DOVEKAS	\$50.00	\$10,660.00	Closed

[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

105165	1482 CEDAR ST..8-90	JOSE E & MARIA L ORTEGA	\$50.00	\$4,108.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105166	2348 BROWNING RD..21-4064	KYLE R LAABS	\$50.00	\$3,200.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105173	1428 SERVAIS ST..6-1576	DENISE M & LARRY R ERDMANN	\$50.00	\$7,709.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105174	2485 MARY JO DR..21-4172	NOU XANG & SHENG YANG	\$50.00	\$4,904.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105177	2987 ALBERT DR..21-1111-D-242	KENNETH R KERSCHKE	\$50.00	\$2,500.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER - MINI SPLIT					
105180	158 BURGUNDY CT..21-6671-24	GREGORY S ALDRETE, ETAL	\$50.00	\$13,197.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
105182	1720 VALORANE BLVD..6H-1551	ANDREW J & ELIZABETH S HUDAK	\$50.00	\$4,160.00	Closed
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105187	2660 ENGLEWOOD RD..21-6189	ARAYA & ANTHONY M GRONSETH	\$50.00	\$7,650.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
105189	1204 WILSON AV..18-151	BRONSON A DUNOW	\$50.00	\$3,000.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105198	1919 S BROADWAY..1-1407	GEORGIA PACIFIC CONSUMER PRODUCTS LP	\$70.00	\$109,840.00	Pending
[50-1 - Repair/Alter Existing HVAC System (Commercial)] BLDG 11D					
105199	829 S ONEIDA ST..2-1081	TIMOTHY J ROXANNE MARIE HEGEMAN, ETAL	\$50.00	\$3,967.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105201	450 N MILITARY AV..6-71	MOSKI CORP	\$70.00	\$5,425.00	Pending
[50-1 - AC Unit Only (Commercial)] COMMERCIAL AIR CONDITIONER					
105202	2873 CIRCLE SHORE DR..21-270-2-6	TIMM RICHARD R & AUDREY A REVOCABLE TRUST	\$50.00	\$9,311.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
105204	1721 VALORANE BLVD..6H-1556	ROBERT L STONE	\$50.00	\$2,788.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105213	1294 7th ST..1-1720	SUSANNE K DUCHATEAU	\$50.00	\$1,931.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER					
105216	560 FAIR WINDS LN..21-7156	WILLIAM K & DAWN M SCULLION	\$50.00	\$7,450.00	Pending
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER					
105217	2730-2732 VAN BEEK RD..21-156-5	LYNN L & TRACY L VANENKENVOORT	\$50.00	\$3,320.00	Pending
[50-1 - AC Unit Only (Residential)] AIR CONDITIONER 2730 SIDE					
105218	2730-2732 VAN BEEK RD..21-156-5	LYNN L & TRACY L VANENKENVOORT	\$50.00	\$3,320.00	Pending

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER 2732 SIDE

105219 3483 CHARLEVOIX CT..21-5493-14 CLIFFORD J & JOLANTA E LAPP \$50.00 \$12,700.00 Pending

[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

105220 840 PHASIANUS ST..21-5658 HUNTER S CAMPBELL \$50.00 \$9,200.00 Pending

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

105221 639 CALVIN CT..21-3783 TEODOR B & MIGLENA I DIMITROV \$50.00 \$11,460.00 Pending

[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

105222 1231 CHICAGO ST..14-1294 STEVEN W VANDENHOUTEN \$50.00 \$10,300.00 Closed

[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

105223 371 CHARITY LN..21-7800 GAYE M & JAMES R WENGER \$50.00 \$9,526.00 Pending

[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

105241 1449 14th AV..1-277 JOLENE A FISCHER \$50.00 \$3,967.00 Pending

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

105249 2770 OLD COACH RD..21-4771 JASON R & KATHLEEN L KANE \$50.00 \$3,400.00 Pending

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

105250 618 SUNNYCREST ST..21-819-26 DARLA J HEIN \$50.00 \$3,950.00 Pending

[50-1 - AC Unit Only (Residential)] AIR CONDITOINER

105251 2011 LAKESIDE PL..21-950 CHERYL A ZIMMERMAN \$50.00 \$3,420.00 Pending

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

105252 1181 E MASON ST..14-1082 NEXSTAR BROADCASTING INC \$140.00 \$12,000.00 Pending

[50-1 - Heating and Air Conditioning Units (Commercial)] FURNACE AND AIR CONDITIONER

105255 722 NICOLET AV..2-731 JANE M JUZA \$255.00 \$35,000.00 Pending

[50-1 - Heating Unit Only (Residential)] FULL REMODEL - HOUSE IS DOWN TO THE STUDS

105260 1602 10th AV..1-1336 RENE N FANNIN \$50.00 \$6,472.00 Pending

[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

105265 831 MULLET PL..1-1063 RACHEL M CLOVER \$50.00 \$2,000.00 Pending

[50-1 - Heating Unit Only (Residential)] FURNACE

105266 1139 S CHESTNUT AV..1-779 ANTONIO ADAME NURTADO \$50.00 \$3,175.00 Pending

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

105269 1609 11th AV..1-1345 GINA L PETERSON \$50.00 \$3,935.29 Pending

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

105270 1001 S VAN BUREN ST..16-309 JOHN D & EVANGELINE A SAHARSKY \$50.00 \$19,930.00 Pending

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

105276 1400 N BAIRD ST..21-1198-6 PERRY PARK PARTNERS ETAL \$50.00 \$4,365.00 Pending

[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

105277 2100 HILLSIDE LN..21-822-1-1 JOSHUA J & AMBER ANN A QUAINANCE \$50.00 \$12,194.00 Pending

[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER

105287	1903-1909 EAST SHORE DR..21-967 [50-1 - AC Unit Only (Residential)] AIR CONDITOINER	JOHN A DIXON	\$50.00	\$2,300.00	Pending
105293	1033 PARK ST..18-1163 [50-1 - AC Unit Only (Residential)] AIR CONDITIONER	DOREEN M KOCH	\$50.00	\$4,200.00	Pending
105294	1456 BIEMERET ST..6-886 [50-1 - AC Unit Only (Residential)] AIR CONDITIONER	STACIE L SCHABOW	\$50.00	\$3,250.00	Pending
105295	224 NEWHALL ST..19-321 [50-1 - AC Unit Only (Residential)] AIR CONDITIONER	KALEB W & ANGELIQUE M BROWN	\$50.00	\$4,950.00	Pending
105296	1650 FIESTA LN..21-460-2-4 [50-1 - AC Unit Only (Residential)] AIR CONDITIONER	EDDIE A MARTINEZ, ETAL	\$50.00	\$3,200.00	Pending
105297	805 TOMMARK ST..2-1415 [50-1 - AC Unit Only (Residential)] AIR CONDITIONER	LINDA M NOONAN	\$50.00	\$11,950.00	Pending
105302	675 ST. JAMES CIR..21-1111-D-137 [50-1 - Heating Unit Only (Residential)] FURNACE	BRIANNA L & ISIAH J DORN	\$50.00	\$10,695.00	Pending
105303	528 S IRWIN AV..14-1251 [50-1 - AC Unit Only (Commercial)] AIR CONDITIONER	CATS ANONYMOUS INC	\$70.00	\$3,900.00	Pending
105329	118 S WASHINGTON ST..12-341 [50-1 - Heating Unit Only (Commercial)] FURNACE	MICHAEL P & KATHRYN L TUBBS	\$70.00	\$12,343.00	Pending
105332	1010 CHRISTIANA ST..3-894 [50-1 - Heating Unit Only (Residential)] FURNACE	ANNE M & ERIC T TURPPA	\$50.00	\$5,850.00	Pending
105333	2439 MORNING STAR TR..21-4248 [50-1 - Heating and Air Conditioning Units (Residential)] FURNACE AND AIR CONDITIONER	GERALD D. SCHAFF REVOCABLE LIVING TRUST RESTATEMENT	\$50.00	\$8,950.00	Pending
104788	143 CLIFFVIEW DR..21-3315 [60-1 - Storm Sewers - Connection/Repair (Redisential)] 2ND SUMP PUMP CONNECTION	MATTHEW A & CARA J NEWMAN	\$1,020.00	\$300.00	Pending
104896	1309 CHERRY ST..14-125 [60-1 - Repair/Alter Existing Plumbing System (Residential)] REPLACE LEAD WATER SERVICE	MARTHA E & STEVEN T WENGRZYN	\$0.00	\$6,390.00	Closed
104905	1238 OREGON ST..5-675 [60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION	WILLIAM V WOOD	\$1,020.00	\$400.00	Closed
104906	3089 S SANDSTONE CT..6H-4415 [60-1 - Repair/Alter Existing Plumbing System (Residential)] BASEMENT BATH FIXTURE INSTALLATION	TAVIE MARIE FOLK	\$50.00	\$6,000.00	Pending
104915	1905 N IRWIN AV..20-549 [60-1 - Water Heater (Commercial)] WATER HEATER - COMMERCIAL DOUBLE FEE	MI PUEBLO OF GREEN BAY LLC	\$140.00	\$1,000.00	Pending
104916	201 N WASHINGTON ST..12-23 [60-1 - Water Heater (Commercial)] INSTLL WATER HEATER & REPLACE FOAM CORE VENTING WITH SOLIDE CORE PITCH OUTSIDE BUILDING & CONDENSATE	PEOPLES MARINE BANK	\$140.00	\$1.00	Pending
104951	104 YALE ST..3-165 [60-1 - Water Service - Connection/Repair (Residential)] REPLACE EXISTING GALVANIZED WATER SERVICE	ZACHARY J DERCKS, ETAL	\$0.00	\$3,100.00	Closed
104952	216 S MILITARY AV..6-266-E	MARTIN NEUFELD LLC	\$30.00	\$10,000.00	Closed

[60-1 - Water Service - Connection/Repair (Commercial)] REPLACE A PORTION OF EXISTING 8" WATER LATERAL

104962	1023 S FISK ST..6-191-D-1	BARBARA J WERKHEISER	\$50.00	\$10,020.00	Closed
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION AND REPLACE MIXING VALVE AND TRAP					
104969	3478 FAGERVILLE WY..22-1976	SARAH J & MARCUS R WEDEWARD OR RUH, ETAL	\$100.00	\$2,500.00	Closed
[60-1 - Lawn Sprinklers (Residential)] LAWN SPRINKLER					
104986	1116 S WEBSTER AV..16-314	PATRICIA L YUNKER	\$0.00	\$3,400.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAD WATER SERVICE					
105002	2150 PREBLE AV..21-2208-8	SCOTT J & PATRICIA J LEPP	\$1,020.00	\$1,200.00	Closed
[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION - OFF OF DANZ AVE					
105003	1154 14th AV..1-1458	JAMES P LANDRY	\$1,020.00	\$1,200.00	Closed
[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION					
105013	1508 WESTERN AV..6-135-B	JTD INVESTMENTS LLC	\$70.00	\$1,200.00	Pending
[60-1 - Water Heater (Commercial)] WATER HEATER					
105039	1449 HARVEY ST..19-568	THERESA M PHILLIPS	\$0.00	\$3,600.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAD WATER SERVICE					
105040	1017 GRIGNON ST..17-21	CODY FERNLUND	\$0.00	\$3,450.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAD WATER SERVICE					
105041	822 S CLAY ST..17-75	KRAFT DONALD F & JOYCE M FRITZ TRUST AGREEMENT	\$0.00	\$3,600.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAD WATER SERVICE					
105042	1257 DAY ST..7-187	JOHN GRIFFIN	\$0.00	\$5,700.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAD WATER SERVICE					
105043	1555 ELLIS ST..19-221	DOYLE PROPERTIES LLC	\$0.00	\$5,700.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAD WATER SERVICE					
105059	212 S LOCUST ST..6-1435	RONALD L & BARBARA ROSKOSKI	\$50.00	\$1,400.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] SHOWER REPLACEMENT					
105066	1008 DAY ST..7-39	TONI M FRITZ	\$30.00	\$1,474.00	Pending
[60-1 - Water Heater (Residential)] WATER HEATER					
105067	710 N IRWIN AV..8-607	JONES D PROPERTIES LLC	\$30.00	\$1,500.00	Pending
[60-1 - Water Heater (Residential)] WATER HEATER					
105069	1280 PORLIER ST..17-300	430 JEFFERSON INVESTMENTS LLC	\$0.00	\$5,700.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAD WATER SERVICE					
105093	3445 NICOLET DR..22-54	MICHAEL J & TERESA M BRAY	\$100.00	\$5,000.00	Pending
[60-1 - Lawn Sprinklers (Residential)] LAWN SPRINKLERS - NO WORK IN ROW					
105098	2750 HUMBOLDT RD..21-332-4	BAIRD VIEW HOMES LLC	\$70.00	\$800.00	Closed
[60-1 - Repair/Alter Existing Plumbing System (Commercial)] WATER HEATERS AND CORRECT PIPING					
105103	326 GRAY ST..5-1372-A	MEAGAN E MARTENS	\$50.00	\$1,200.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION					

105129	913 SHEA AV..18-24	CASEY R WILSON, ETAL	\$50.00	\$10,119.00	Closed
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION INCLUDING MIXING VALVE AND TRAP					
105134	1555 CEDAR ST..19-117	DONALD E LANGEMAK	\$0.00	\$7,990.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAD WATER SERVICE					
105138	1216 S ROOSEVELT ST..17-201	NANCY J BARTHEL	\$1,020.00	\$500.00	Closed
[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION					
105139	1592 FOREST GLEN DR..6-1027-2	FLORITA J BACOVSKY	\$1,020.00	\$500.00	Closed
[60-1 - Storm Sewers - Connection/Repair (Redisential)] SUMP PUMP LATERAL CONNECTION					
105140	331 HARVARD ST..5-414	ALBEE RANDOLPH REVOCABLE LIVING TRUST ETAL	\$30.00	\$2,500.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAKING WATER SERVICE					
105161	465 MEADOW WIND DR..21-7777	LORI CRISPIGNA	\$100.00	\$3,000.00	Closed
[60-1 - Lawn Sprinklers (Residential)] LAWN SPRINKLERS					
105168	931 BOND ST..5-1253	ADAM J QUENTIN	\$0.00	\$3,600.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] RELAY LEAD WATER SERVICE					
105170	835 BOND ST..5-1228	DAVID LEE & JESSICA ANN KRONER	\$0.00	\$5,600.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] RELAY LEAD WATER SERVICE					
105171	861 ELMORE ST..5-1422	JERRY DETRY	\$0.00	\$3,750.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] RELAY LEAD WATER SERVICE					
105172	625 S BAIRD ST..17-814-1	FRANCES M CHRISMAN	\$0.00	\$3,550.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] RELAY LEAD WATER SERVICE					
105184	977 VELD AV..18-819-A	STEVEN & CHRISTINA NEMETZ	\$0.00	\$4,675.00	Pending
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAD WATER SERVICE					
105185	613 ELMORE ST..5-1038	RODNEY V LAWTON	\$0.00	\$7,570.00	Pending
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAD WATER SERVICE					
105188	407 JOHN ST..8-555	MARGARET M VANDERMUSS	\$30.00	\$1,424.00	Pending
[60-1 - Water Heater (Residential)] WATER HEATER					
105191	1578 CAREFUL DR..6-1027-35	DEAN M & MICHELLE L RINTAMAKI	\$1,020.00	\$1,600.00	Pending
[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER CONNECTION					
105205	1369 VANDERBRAAK ST..21-1677	DANIELLE WITAK, ETAL	\$50.00	\$5,925.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] REPLACE MIXER VALVE					
105207	1268 PORLIER ST..17-303	MARY ANNE N & DANIEL R FROELICH	\$0.00	\$8,460.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] GALVANIZED WATER LINE REPLACEMENT					
105210	1163 STUART ST..14-973	MARTIN D DEMENY	\$0.00	\$6,520.00	Pending
[60-1 - Water Service - Connection/Repair (Residential)] GALVANIZED WATER LINE REPLACEMENT					
105214	1136 DOTY ST..14-960	PATRICIA A FISCHER	\$50.00	\$8,262.00	Closed
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION					
105226	205 GRAY ST..5-710	DAVID & JUDITH RUSK, ETAL	\$0.00	\$5,800.00	Pending

[60-1 - Water Service - Connection/Repair (Residential)] RELAY LEAD WATER SERVICE

105227	823 N CHESTNUT AV..5-41	CHRISTINE ALLEN	\$0.00	\$4,200.00	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] RELAY LEAD WATER SERVICE

105228	941 CHRISTIANA ST..3-980	SCOTT A TUSCHL	\$0.00	\$3,150.00	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] RELAY LEAD WATER SERVICE

105253	1202 HICKORY HILL DR..2-68-C	GREGORY J & JANE E LAMBIOTTE	\$50.00	\$8,262.00	Pending
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[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION, INCLUDING MIXING VALVE AND TRAP

105257	1349 SMITH ST..7-414	DWT INVESTMENTS 1 LLC	\$0.00	\$7,920.00	Pending
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[60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAD WATER SERVICE

105259	402 S ROOSEVELT ST..14-1023	JAVIER GOMEZ	\$0.00	\$6,920.00	Pending
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[60-1 - Water Service - Connection/Repair (Residential)] REPLACE LEAD WATER SERVICE

105261	1165 LAWE ST..14-1155	JAMES LASS	\$50.00	\$1,200.00	Pending
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[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION

105264	1165 LAWE ST..14-1155	JAMES LASS	\$50.00	\$2,150.00	Pending
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[60-1 - Water Heater (Residential)] REPLACE OLD PIPING AND INSTALL WATER HEATER

105274	1835 OAKDALE AV..21-1855-1	BAY PARTNERS REAL ESTATE LLC	\$50.00	\$1,700.00	Closed
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[60-1 - Repair/Alter Existing Plumbing System (Residential)] REPLACE DRAIN VENT PIPING IN BASEMENT AND GAS PIPE ON WATER HEATER

105289	3530 NICOLET DR..22-44-9	GIOVANNA & JON ODONAHUE	\$100.00	\$10,000.00	Pending
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[60-1 - Lawn Sprinklers (Residential)] LAWN SPRINKLERS

105298	852 LANGLADE AV..1-944	TAMMY TIEGS	\$30.00	\$1,474.00	Pending
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[60-1 - Water Heater (Residential)] WATER HEATER

105305	1193 DOUSMAN ST..5-678-A	HARRY R & CELIA J SIMPSON	\$50.00	\$16,537.00	Pending
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[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION INCLUDING MIXING VALVE AND TRAP

105306	1826 DOUSMAN ST..6-2276	LEONA ROWE	\$50.00	\$15,137.00	Pending
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[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION INCLUDING MIXING VALVE AND TRAP

105331	2422-2424 DEER TRAIL..21-4268	LIDI PROPERTIES LLC	\$30.00	\$1,100.00	Pending
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[60-1 - Water Heater (Residential)] WATER HEATER

103850	1238-11 MAIN ST..8-851	LIZA RAE LLC	\$82.36	\$1,000.00	Pending
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[70-1 - Signs - Permanent] Potential Projecting Sign

104103	301 N ADAMS ST, SUITE 110 ..12-195	SPRING LAKE CHURCH INC	\$187.96	\$37,900.00	Pending
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[70-1 - Signs - Permanent] Proposed Wall Signs-EMCs

104288	2226 MAIN ST..21-457-8	ALM ENTERPRISES LLC	\$188.55	\$18,000.00	Pending
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[70-1 - Signs - Permanent] NEW WALL SIGNS & REVISED PYLON SIGN

104583	130 E WALNUT ST..12-38-10	BELLIN BUILDING ASSOC	\$160.75	\$4,500.00	Pending
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[70-1 - Signs - Permanent] Wall Sign

104614	121 N ADAMS ST ..12-115	VICE ENTERPRISES LLC	\$82.70	\$4,000.00	Pending
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[70-1 - Signs - Permanent]

104768	520 N BROADWAY , Unit: SUITE 120..5-1757 [70-1 - Signs - Permanent] Proposed Projecting Sign	DDL HOLDINGS LLC	\$82.25	\$100.00	Pending
104926	1114 N MILITARY AV..6-2780-1 [70-1 - Signs - Permanent] REVISED WALL & PYLON SIGNAGE	TEAM SELF STORAGE LLC	\$146.34	\$1,390.00	Pending
104932	514 W WALNUT ST..4-223 [70-1 - Signs - Permanent] Temporary Wall Banner	SORENSEN DEVELOPMENT INC	\$30.00	\$150.00	Pending
105105	520 N BROADWAY , SUITE 320..5-1757 [70-1 - Signs - Permanent] Projecting Sign	DDL HOLDINGS LLC	\$87.50	\$1,400.00	Closed
Totals: 420 projects			\$73,191.14	\$9,290,029.64	

Summary of Projects Issued

6/1/2021 to 6/30/2021

Class of Work	Proj	Site	Plan	Bldg	Elec	HVAC	Plbg	EC	Fees Paid	Estimated Cost
1 Residential - New - Single Family House	2	2	4	2	2	2	2	2	\$2,230.54	\$585,000.00
2 Residential - Addition - Single Family House	1	0	1	1	0	0	1	0	\$155.00	\$24,000.00
2 Residential - Alteration - 1 -2 Family House	17	0	12	17	10	4	8	0	\$2,865.67	\$357,388.00
3 Residential - New - 2 Family House (Duplex)	1	1	2	1	1	1	1	1	\$1,094.40	\$230,000.00
4 Residential - Alteration - Garage or carport or Shed	1	0	0	1	0	0	0	0	\$50.00	\$10,000.00
7 Deck, Porch, Patio, Ramp (Residential)	9	7	7	9	0	0	0	0	\$800.00	\$97,568.00
9 Raze - Building or Structure (Residential)	4	0	3	4	0	0	3	3	\$575.00	\$36,515.00
11 Driveway Replacement and/or Expansion (Residential)	16	0	0	16	0	0	0	0	\$800.00	\$86,900.00
11 Fence (Residential)	53	1	0	53	1	0	0	0	\$2,725.00	\$260,025.99
11 Foundation Repair (Residential)	4	0	0	4	1	0	0	0	\$250.00	\$40,540.00
11 Garage/Carport/Shed (residential)	13	2	2	13	3	0	0	0	\$939.22	\$124,102.00
11 Swimming Pool (Residential)	9	3	2	9	2	2	0	0	\$775.00	\$42,751.00
30 Commercial - Alteration - Multi-Family of 3 or more units	1	0	0	1	1	0	1	0	\$520.00	\$17,896.00
31 Commercial - Alteration - Non-Residence, Non-Housekeeping	9	1	12	9	9	6	8	0	\$33,044.96	\$4,288,247.00
31 Commercial - New - Other Non-Residential Buildings (barns, storage garages, jails, silos, post offices, animal hospitals, reformatories)	1	0	1	1	1	0	0	0	\$928.00	\$110,000.00
31 Commercial - New - Stores, Customer Services (restaraunts, beauty shops, malls, taverns, auto showrooms, laundromats, warehouses, markets, kennels)	1	1	4	1	1	1	1	1	\$1,141.63	\$190,000.00
34 Cell Tower - Alteration to Existing (Commercial)	3	0	0	3	1	0	0	0	\$280.00	\$30,000.00
34 Fence (Commercial)	1	0	0	1	0	0	0	0	\$70.00	\$7,750.00
34 Parking Lot - New & Reconstruction (Commercal)	9	4	3	9	0	0	1	3	\$1,516.31	\$995,182.26
34 Raze- Building or Structure (Commercial)	3	0	3	3	0	0	3	3	\$720.00	\$43,250.00
34 Roofing (Commercial)	5	0	0	5	0	0	0	0	\$367.00	\$124,323.00
34 Site (Erosion control, Fill, Excavation)(Commercial)	1	0	1	0	0	0	0	1	\$100.00	\$16,000.00
34 Temporary Office/Trailer/Event (Commercial)	1	0	0	1	0	0	0	0	\$70.00	\$1,500.00
34 Z - Misc Project Not Listed (Commercial)	1	0	0	1	0	0	0	0	\$140.00	\$8,500.00
40 Electrical Service - Change (Commercial)	2	0	0	0	2	0	0	0	\$140.00	\$2,200.00
40 Electrical Service - Repair (Commercial)	1	0	0	0	1	0	0	0	\$70.00	\$500.00
40 Electrical Service - Change (Residential)	22	0	0	0	22	0	0	0	\$1,100.00	\$51,318.00
40 Electrical Service - Repair (Residential)	21	0	0	0	21	0	0	0	\$1,050.00	\$21,626.00
40 Electrical Wiring (Misc., Alteration, Repair) (Commercial)	5	0	0	0	5	0	1	0	\$560.00	\$38,250.00
40 Electrical Wiring (Misc., Alteration, Repair) (Residential)	7	0	0	0	7	0	1	0	\$400.00	\$10,105.00
40 Solar Panels - Electric	1	1	1	1	1	0	0	0	\$150.00	\$19,650.00
50 AC Unit Only (Commercial)	6	0	0	0	0	6	0	0	\$420.00	\$25,311.50
50 AC Unit Only (Residential)	79	0	0	0	0	79	0	0	\$3,900.00	\$365,179.24
50 Heating and Air Conditioning Units (Commercial)	5	0	0	0	1	5	0	0	\$1,120.00	\$132,694.00
50 Heating and Air Conditioning Units (Residential)	24	0	0	0	0	24	0	0	\$1,200.00	\$225,909.65

50 Heating Unit Only (Commercial)	3	0	0	0	0	3	0	0	\$280.00	\$160,429.00
50 Heating Unit Only (Residential)	10	0	1	1	1	10	1	0	\$705.00	\$74,209.00
50 Repair/Alter Existing HVAC System (Commercial)	1	0	0	0	0	1	0	0	\$70.00	\$109,840.00
60 Lawn Sprinklers (Residential)	4	0	0	0	0	0	4	0	\$400.00	\$20,500.00
60 Repair/Alter Existing Plumbing System (Commercial)	1	0	0	0	0	0	1	0	\$70.00	\$800.00
60 Repair/Alter Existing Plumbing System (Residential)	13	0	0	0	0	0	13	0	\$600.00	\$92,152.00
60 Storm Sewers - Connection/Repair (Redisential)	7	0	0	0	0	0	7	0	\$7,140.00	\$5,700.00
60 Water Heater (Commercial)	3	0	0	0	0	0	3	0	\$350.00	\$2,201.00
60 Water Heater (Residential)	6	0	0	0	0	0	6	0	\$200.00	\$9,122.00
60 Water Service - Connection/Repair (Commercial)	1	0	0	0	0	0	1	0	\$30.00	\$10,000.00
60 Water Service - Connection/Repair (Residential)	23	0	0	0	0	0	23	0	\$30.00	\$116,455.00
70 Signs - Permanent	9	8	0	9	0	0	0	0	\$1,048.41	\$68,440.00
Totals:	420	31	59	176	94	144	90	14	\$73,191.14	\$9,290,029.64



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name Brown		County Code Number 05		Report for Month/Year June 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.)	\$ 74,721.63	\$ 74,721.63			
Adjustment (if applicable)	\$.00	\$.00			
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	\$ 28,396.04	\$ 24,642.69		\$ 3,753.35	
Adjustment (if applicable)	\$.00	\$.00		\$.00	
3. Penalty Surcharges (s. 757.05, Stats.)	\$ 19,210.60			\$ 19,210.60	
Adjustment (if applicable)	\$.00			\$.00	
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	\$ 7,460.24		\$ 7,460.24		
Adjustment (if applicable)	\$.00		\$.00		
5. Driver Improvement Surcharges (s. 346.655, Stats.)	\$ 14,379.38		\$ 7,555.25	\$ 6,824.13	
Adjustment (if applicable)	\$.00		\$.00	\$.00	
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)	\$ 9,495.90			\$ 9,495.90	
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.)	\$ 1,650.00		\$ 1,650.00		
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.)	\$ 1,600.00			\$ 1,600.00	
Adjustment (if applicable)	\$.00			\$.00	
12. Totals	\$ 156,913.79	\$ 99,364.32	\$ 16,665.49	Pay This Amount \$ 40,883.98	

Continue onto the next page.



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

STATE CONTROLLER'S OFFICE-CMO
101 E. WILSON STREET, 5th FL
PO BOX 7932
MADISON, WI 53707-7932
(608) 261-7749

II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

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

Name: NEIL BASTEN Signature: [Signature] Date: 7-6-21

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: Pamela R. Manley Date: 7/6/21

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 APPROVING DEDICATION OF
CITY-OWNED LANDS REQUIRED FOR SEYMOUR COURT RIGHTS-OF-WAY**

AUGUST 3, 2021

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

That the following described lands required for Seymour Court be dedicated for public street rights-of-way purposes.

That part of Niels Hansen's Addition lying north of alley north of Lot 4, Block 3, said Niels Hansen's Addition, City of Green Bay, Brown County Wisconsin described as follows:

Commencing at the northeast corner of Lot 4, Block 3, Niels Hansen's Addition; thence N26°-08'-34"E, 16.00 feet along the northerly extension of the east line of said Lot 4 to the intersection with the north line of the alley as platted lying north of said Lot 4, Block 3 which is the point of beginning; thence N64°-03'-55"W, 119.69 feet along the north line of said alley to the intersection with the east line of the platted 14.0 foot alley which runs north and south through said Block 3 and the northerly extension of said alley; thence N26°-09'-16"E, 14.00 feet along said east line of the platted 14.0 foot alley; thence S64°-03'-55"E, 119.69 feet to a point on the west line of Ashland Avenue; thence S26°-08'-34"W, 14.00 feet along said west line of Ashland Avenue to the point of beginning.

Parcel affected is part of Tax Parcel Number 3-921.

ALSO,

That part of Niels Hansen's Addition lying north of alley north of Lot 5, Block 3, said Niels Hansen's Addition, City of Green Bay, Brown County Wisconsin described as follows:

Commencing at the northwest corner of Lot 5, Block 3, Niels Hansen's Addition; thence S26°-10'-01"W, 16.00 feet along the northerly extension of the east line of said Lot 5 to the intersection with the north line of the alley as platted lying north of said Lot 5, Block 3 which is the point of beginning; thence S64°-03'-55"E, 118.84 feet along the north line of said alley to the intersection with the west line of the platted 14.0 foot alley which runs north and south through said Block 3 and the northerly extension of said alley; thence N26°-09'-16"E, 14.00 feet along said west line of the platted 14.0 foot alley; thence N64°-03'-55"W, 118.83 feet to a point on the east line of Oakland Avenue; thence S26°-10'-01"W, 14.00 feet along said east line of Oakland Avenue to the point of beginning.

Parcel affected is part of Tax Parcel Number 3-918.

Adopted _____

Approved _____

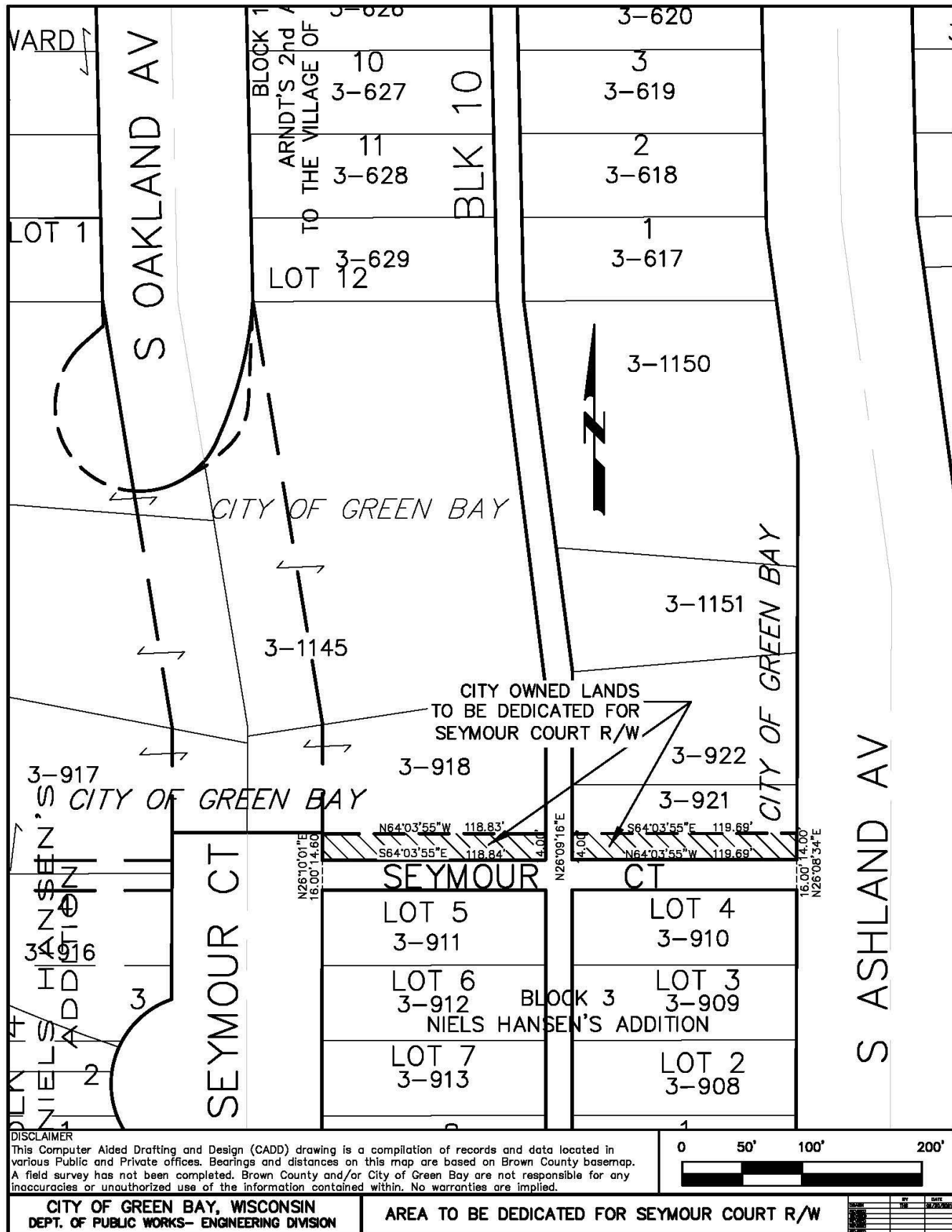
Mayor

Clerk

tg

Attachment – Map

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**RESOLUTION APPROVING DEDICATION OF
CITY-OWNED LANDS REQUIRED FOR SCHOOL PLACE RIGHTS-OF-WAY**

AUGUST 3, 2021

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

That the following described lands required for School Place be dedicated for public street rights-of-way purposes.

That part of the Vacant Strip, West Side of Fox River, City of Green Bay, Brown County, Wisconsin described as follows:

Commencing at the northwest corner of Lot 9, Block 11, Arndt's Second Addition to the Village of Fort Howard (now known as City of Green Bay); thence N64°-04'-40"W, 24.69 feet along the south rights-of-way line of School Place; thence N60°-24'-21"W, 135.28 feet continuing along said south rights-of-way line of School Place, to the point of beginning; thence N60°-24'-21"W, 123.64 feet continuing along said south rights-of-way line of School Place; thence southeasterly along the arc of a 47.00 foot radius curve to the left, 156.31 feet, said curve having a central angle of 190°-33'-11" and a chord which bears S43°-09'-51"E, 93.60 feet; thence northeasterly along the arc of a 35.00 foot radius curve to the right, 47.67 feet, said curve having a central angle of 78°-02'-05" and a chord which bears N80°-34'-36"E, 44.07 feet, to the point of beginning.

Parcel affected is part of Tax Parcel Number 3-638.

Adopted _____

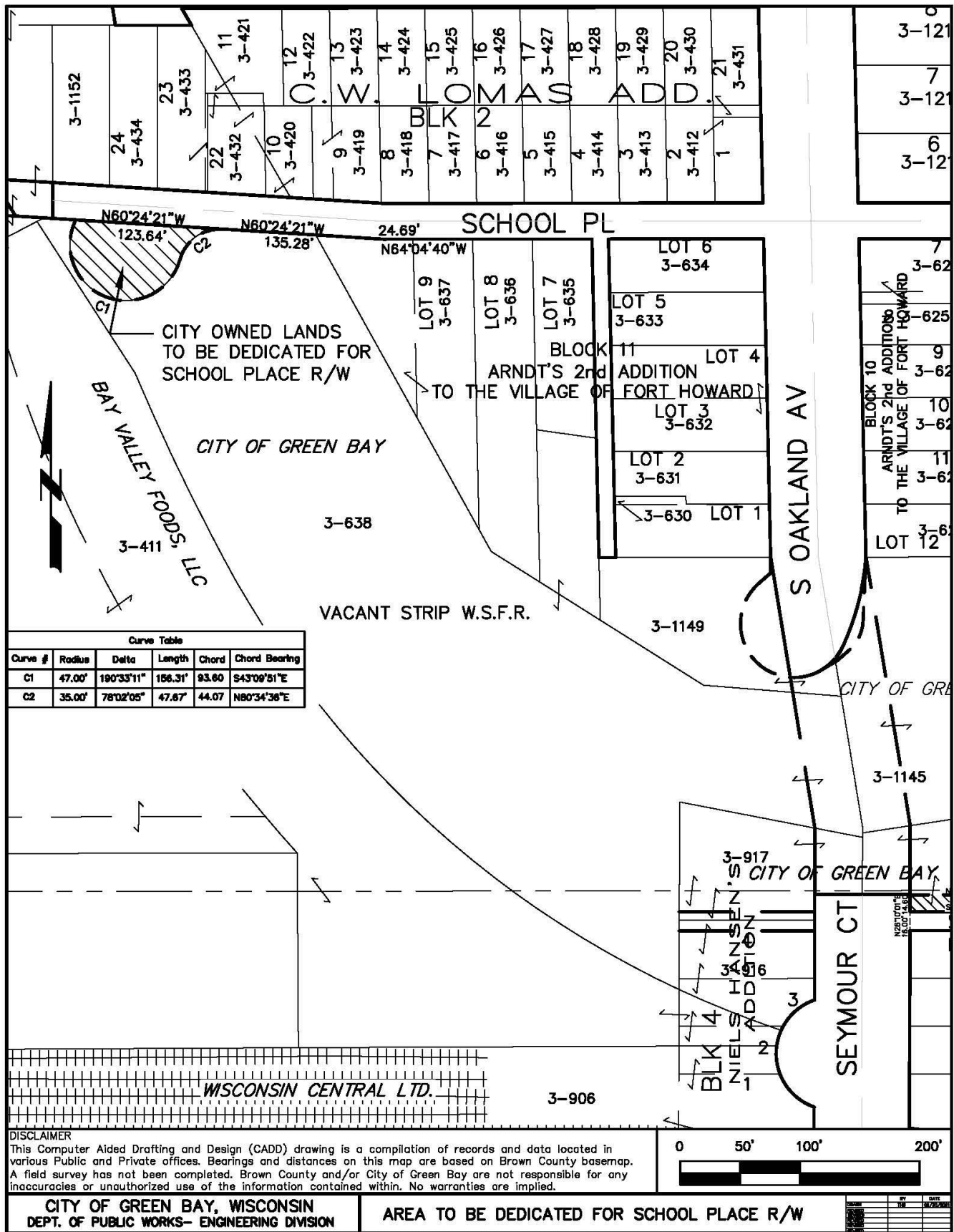
Approved _____

Mayor

Clerk

tg

Attachment – Map



**RESOLUTION APPROVING DEDICATION OF
CITY-OWNED LANDS REQUIRED FOR S. OAKLAND AVENUE RIGHTS-OF-WAY**

AUGUST 3, 2021

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

That the following described lands required for S. Oakland Avenue be dedicated for public street rights-of-way purposes.

That part of the Vacant Strip, West Side of Fox River, City of Green Bay, Brown County, Wisconsin described as follows:

Commencing at the southeast corner of Lot 2, Block 11, Arndt's Second Addition to the Village of Fort Howard (now known as City of Green Bay); thence S24°-44-03"W, 44.4 feet along the southerly extension of the east line of said Lot 2, Block 11, to the southeast corner of Lot 1 said Block 11, and the point of beginning; thence continuing S24°-44-03"W, 13.53 feet; thence S74°-39'-08"W, 13.72 feet; thence southwesterly along the arc of a 45.00 foot radius curve to the left, 105.71 feet, said curve having a chord which bears S07°-21'-23"W, 83.03 feet, to the west right-of-way line of S. Oakland Avenue; thence N16°-43'-27"E, 102.61 feet, along said west right-of-way line of S. Oakland Avenue, to the point of beginning.

ALSO,

That part of the Vacant Strip, West Side of Fox River, City of Green Bay, Brown County, Wisconsin described as follows:

Commencing at the northwest corner of Lot 12, Block 10, Arndt's Second Addition to the Village of Fort Howard (now known as City of Green Bay); thence S24°-44-03"W, 43.89 feet along the west line of said Lot 12, Block 10, to the northeast corner of the vacated portion of S. Oakland Avenue recorded as Brown County Document Number 1801887, and the point of beginning; thence southwesterly along the north line of said Document Number 1801887, along the arc of a 215.00 foot radius curve to the right, 75.98 feet, said curve having a chord which bears S40°-11'-59"W, 75.59 feet; thence continuing southwesterly along the north line of said Document Number 1801887, along the arc of a 45.00 foot radius curve to the right, 29.67 feet, said curve having a chord which bears S66°-48'-13"W, 29.14 feet; thence N85°-41'-42"E, 15.00 feet; thence N74°-49'-14"E, 13.76 feet; thence northeasterly along the arc of a 35.00 feet radius curve to the left, 28.29 feet, said curve having a chord which bears N51°-39'-49"E, 27.53 feet; thence N28°-30'23"E, 53.95 feet, to the point of beginning.

Parcel affected is part of Tax Parcel Numbers 3-1149 and 3-1145.

Adopted _____

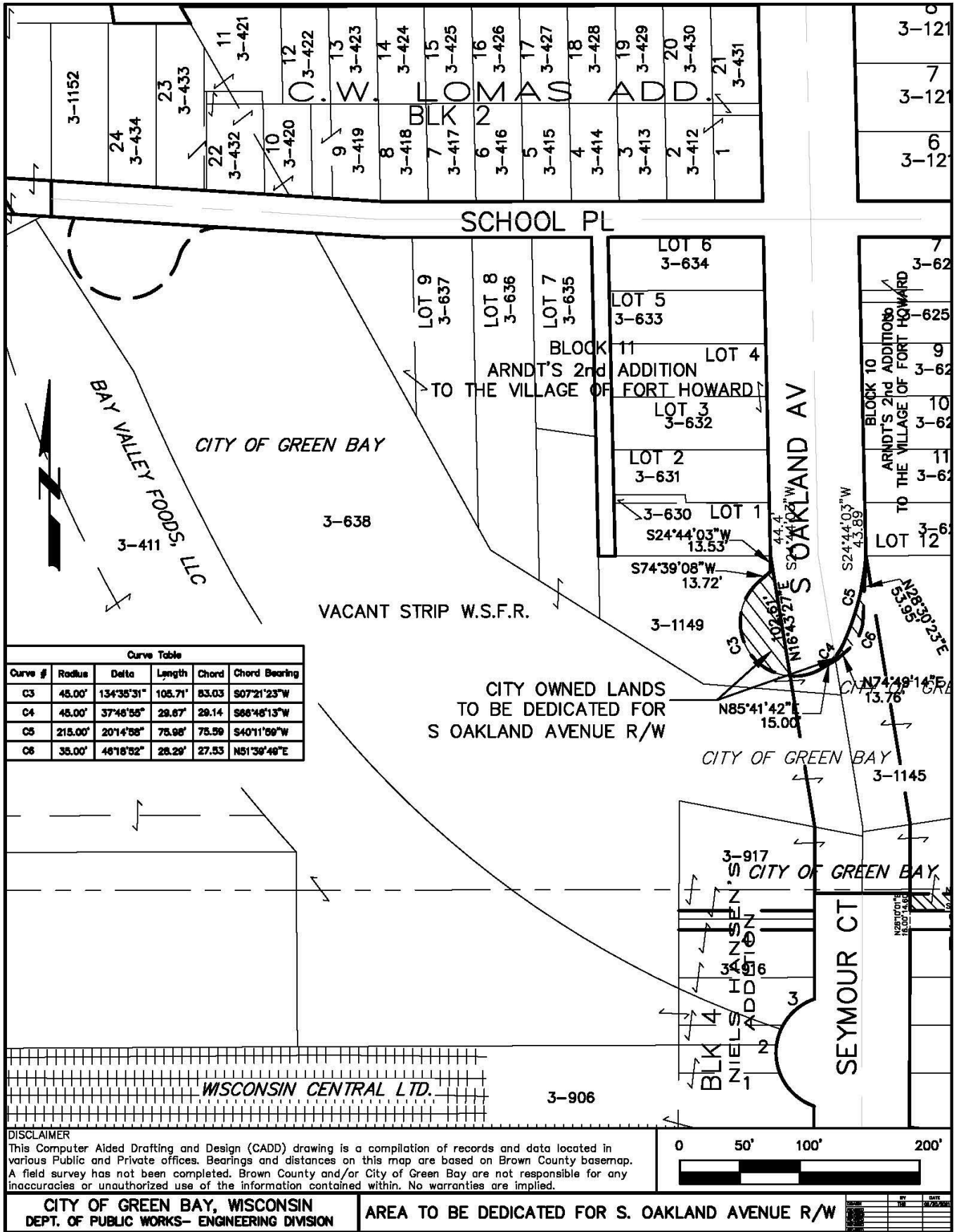
Approved _____

Mayor

Clerk

tg

Attachment – Map



**RESOLUTION AUTHORIZING CONDITIONAL USE
PERMIT AT 1520 SOUTH POINT ROAD
(ZP 21-18)**

August 3, 2021

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

That, pursuant to Zoning Petition 21-18 and the recommendation of the Plan Commission on July 26, 2021, the City of Green Bay does authorize a conditional-use permit for a metal storage building exceeding 120 square feet in a Public Institutional (PI) district located at 1520 South Point Road, submitted by Cale Pulczinski, Green Bay Area Public School District, property owner.

LOT 1 OF 53 CSM 65 BNG PRT OF GOVT LOTS 1 & 2 & ALL OF
HE-NIS-RA ESTATES BNG PRT OF NW1/4 NE1/4 ALL IN SEC 31
T24N R20E EX 2361387 26.452 AC M/L

Tax Parcel No.6H-1187

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

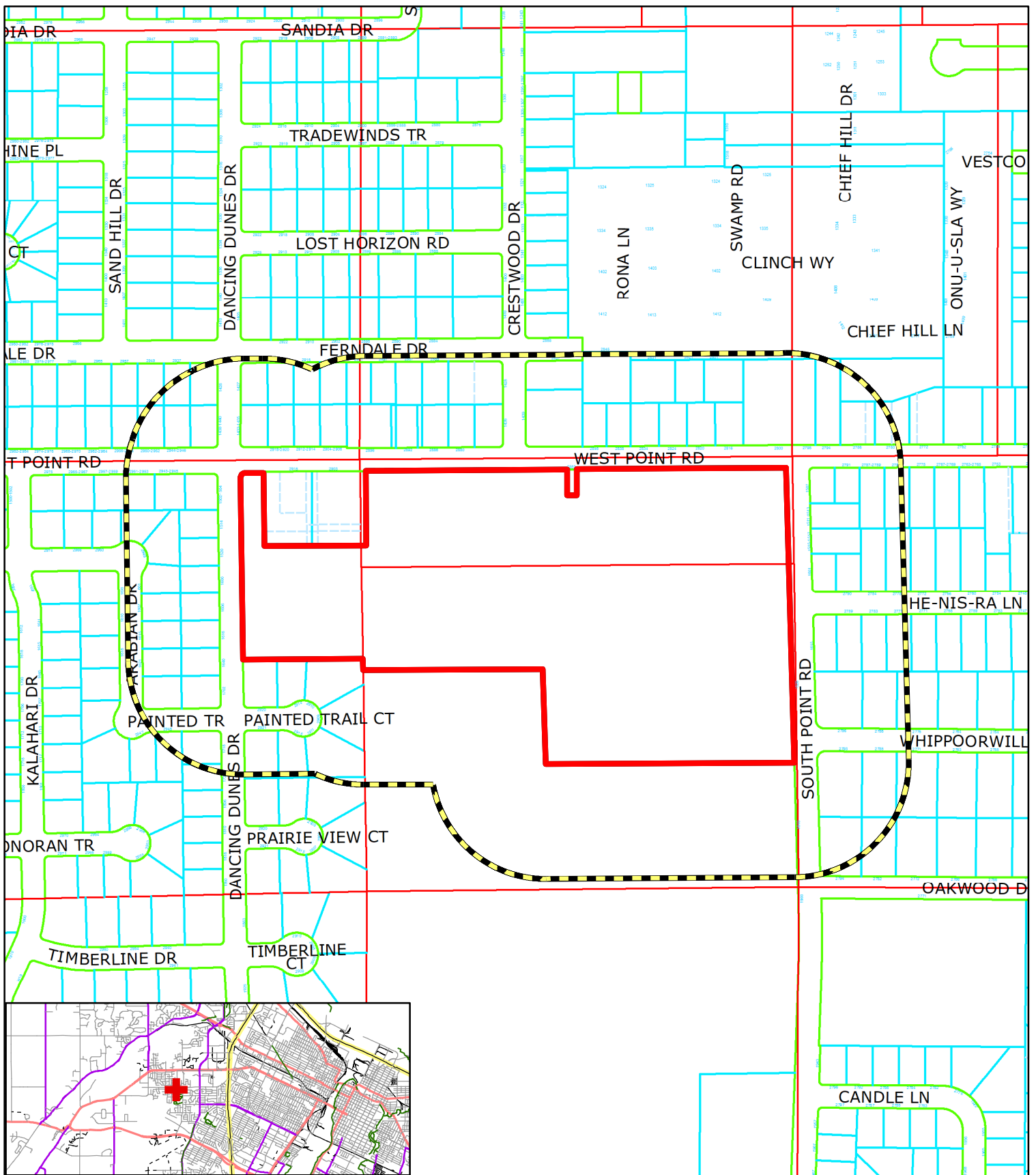
Adopted _____

Approved _____

Mayor

Clerk

pn
Attachment – Map



Zoning Petition (ZP 21-18)
Proposed Conditional Use Permit (CUP)
1520 South Point Road

- Subject Area
- 400' Property Owner Notice

0 5,000 10,000
 Feet



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



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

MEETING DATE

August 3, 2021

PREPARED BY

AGENDA ITEM # W.5

Resolution supporting non-partisan redistricting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2021-07-08 Dist 7 to P and P
2. Resolution Supporting Non-Partisan Redistricting



Alders' Petitions and Communications

Name:

Committee Name:

Today's Date:

Text of Communication:

For the city to pass a nonpartisan redistricting resolution. Proposed resolution language on the 2nd page.

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

WHEREAS, under the state constitution, the majority party of the legislature is directed at its next session following the decennial federal census to redistrict legislative districts according to the number of inhabitants; and, at the same interval, the legislature also reapportions congressional districts pursuant to federal law; and

WHEREAS, the current procedure stifles political participation, discourages collaboration and compromise, and lacks the fairness necessary to our democratic process, by undermining the principle of one-person-one-vote; it allows the legislature to choose its voters rather than the voters choosing their representatives; and

WHEREAS, a non-partisan process promotes more accountability and transparency and prohibits the consideration of voting patterns, party information, and incumbent's residence information or demographic information in drawing the maps, except as necessary to ensure minority participation as required by the U.S. Constitution; and

WHEREAS, the 2011 Wisconsin legislative process to draw the maps and fight litigation contesting those maps cost taxpayers nearly 1.9 million; and

WHEREAS, a panel of federal district court judges has ruled the the redistricting done in Wisconsin in 2011 was unconstitutional; and

WHEREAS, redistricting to achieve partisan gains is improper, whether it is done by Republicans or Democrats.

THEREFORE BE IT RESOLVED, that the City of Green Bay firmly asserts upon the creation of a nonpartisan procedure for the preparation of legislative and congressional redistricting plans.

RESOLUTION IN SUPPORT OF NONPARTISAN REDISTRICTING

August 3, 2021

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, under the State Constitution, the majority party of the legislature is directed at its next session following the decennial federal census to redistrict legislative districts according to the number of inhabitants; and, at the same interval, the legislature also reapportions congressional districts pursuant to federal law; and

WHEREAS the current procedure stifles political participation, discourages collaboration and compromise, and lacks the fairness necessary to our democratic process by undermining the principle of one-person-one-vote; it allows the legislature to choose its voters rather than the voters choosing their representatives; and

WHEREAS a non-partisan process promotes more accountability and transparency and prohibits the consideration of voting patterns, party information, and incumbent's residence information or demographic information in drawing the maps, except as necessary to ensure minority participation as required by the U.S. Constitution; and

WHEREAS the 2011 Wisconsin legislative process to draw the maps and fight litigation contesting those maps cost taxpayers nearly 1.9 million; and

WHEREAS a panel of federal district court judges has ruled that the redistricting done in Wisconsin in 2011 was unconstitutional; and

WHEREAS redistricting to achieve partisan gains is improper, whether it is done by Republicans or Democrats;

NOW, THEREFORE, BE IT RESOLVED that the City of Green Bay firmly insists upon the creation of a nonpartisan procedure for the preparation of legislative and congressional redistricting plans.

Adopted _____

Approved _____

Mayor

Clerk

**RESOLUTION SUPPORTING THE PASSAGE OF LEGISLATION PERMITTING THE
USE OF PHOTO ENFORCEMENT OF TRAFFIC REGULATIONS**

August 3, 2021

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS the Common Council has an obligation to protect the health, safety, and welfare of the citizens of the City of Green Bay, including by ensuring the safety of streets and roadways and the enforcement of traffic laws; and

WHEREAS, from 2016 through 2020, there were 4,745 motor vehicle crashes in the City, including 24 fatalities and 259 crashes involving pedestrians and/or bicyclists, and imprudent speed was deemed a factor in such crashes more frequently than distracted driving or operating under the influence of drugs or alcohol; and

WHEREAS one of the greatest concerns citizens frequently express to their alderpersons is the safety of the streets and roadways within the City because of careless driving, speed limit violations, and disregard for pedestrians and cyclists; and

WHEREAS such reckless driving has a distinct negative impact on the safety of anyone utilizing the City's streets and roadways, especially pedestrians, bicyclists, and those using micro-mobility options such as e-scooters; and

WHEREAS state law currently prohibits the use of cameras to automatically generate photographs of vehicles exceeding speed limits and failing to obey traffic signals, and the issuance of citations based on such photographs; and

WHEREAS the ability to utilize cameras to enforce traffic signals and speed limits would assist in the Green Bay Police Department's efforts to enforce traffic regulations such as speeding and running of red lights;

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Green Bay hereby supports the passage of legislation permitting municipalities to utilize automated speed enforcement systems and traffic control photographic systems.

Adopted _____

Approved _____

Mayor

Clerk

**RESOLUTION APPROVING
HOLD HARMLESS AGREEMENT
SPEEDY CLEAN, INC.
TO CONDUCT INSPECTION OF SEWER MAINS AND LATERALS
August 3, 2021**

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

To approve the request by Speedy Clean, Inc. to enter into an annual Hold Harmless Agreement for access to the City of Green Bay sewer system to conduct inspection of the sewer mains and laterals contingent upon executing a Hold Harmless Agreement, placing on file with the City applicable insurance, obtain all necessary City approvals, and authorize the Mayor and City Clerk to execute the agreement.

Adopted _____, 2021

Approved _____, 2021

Mayor

ATTEST:

City Clerk

jld



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

August 3, 2021

PREPARED BY

AGENDA ITEM # W.8

Resolution committing to fund bike trail improvements in the Baird Creek Greenway.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. FINAL Resolution - Bike Park and Trail Improvements

**RESOLUTION COMMITTING TO FUND BIKE TRAIL
IMPROVEMENTS IN THE BAIRD CREEK GREENWAY**

AUGUST 3, 2021

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the City of Green Bay owns certain buildings and property located at 500 Beverly Road, Green Bay, WI 54301, generally known as Triangle Hill, which is part of the Baird Creek Greenway; and

WHEREAS within that property are recreational bike trails used by various members of the community of the City; and

WHEREAS Baird Creek Preservation Foundation ("BCPF") is a non-profit organization dedicated to preserving, promoting, and enhancing the Baird Creek Greenway; and

WHEREAS both BCPF and the City desire to install a Mountain Bike Skills Course on the Baird Creek Greenway for public use; and

WHEREAS BCPF has proposed to construct the Mountain Bike Skills Course at Triangle Hill, and has completed all fundraising necessary to provide for design and construction thereof; and

WHEREAS BCPF has agreed to complete the work at BCPF's sole expense, after which the City will accept dedication of the site and assume maintenance thereof; and

WHEREAS BCPF and the City desire to continue working together to improve the bike trails throughout the Baird Creek Greenway and encourage increased public recreation and enjoyment thereof; and

WHEREAS the Common Council previously approved the 2021 to 2025 Capital Improvement Plan, which included the expenditure of \$100,000 by the Parks, Recreation & Forestry Department in 2022 to be used for general bike trail improvements in the Baird Creek Greenway;

NOW, THEREFORE, BE IT RESOLVED that the Common Council hereby reaffirms its commitment to bond for and utilize such funds in 2022 for the explicit purpose of making general bike trail improvements at the Baird Creek Greenway.

Adopted _____

Approved _____

Mayor

Clerk

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

August 3, 2021

Resolution No. ____

**A Resolution Authorizing and Providing for the Sale and Issuance of
\$3,205,000 General Obligation Promissory Notes, Series 2021C,
and All Related Details**

RECITALS

The Common Council (the “**Governing Body**”) of the City of Green Bay, Wisconsin (the “**Issuer**”) makes the following findings and determinations:

1. The Issuer needs funds to finance construction, repairs, and renovations to municipal buildings, and the purchase of vehicles and equipment for the Department of Public Works, and the Police, Fire, and Parks departments (collectively, the “**Project**”).

2. On June 29, 2021, the Governing Body adopted an initial resolution authorizing the issuance of general obligation promissory notes of the Issuer in the principal amount of approximately \$3,205,000 for the purposes of the Project (the “**Initial Resolution**”).

3. The Clerk of the Issuer caused notice of the sale (the “**Notice to Bidders**”) of the \$3,205,000 City of Green Bay, Wisconsin General Obligation Promissory Notes, Series 2021C (the “**Obligations**”) to be given to media typically monitored by potential bidders in the manner and form directed by the Initial Resolution. The Notice to Bidders is made of record in these proceedings, and the Governing Body ratifies the notice.

4. In accordance with the Notice to Bidders and the bidding terms that were included in the document that was used for offering the Obligations for sale by competitive bid (the “**Notice of Sale**”), written bids for the sale of the Obligations were received and delivered to the Governing Body.

5. The Governing Body has considered all the bids it received. The Governing Body has decided to accept the bid of _____ (the “**Purchaser**”), or a group that it represents, to purchase the Obligations on the terms specified in the Purchaser’s bid. The Purchaser bid the price of \$ _____ (the “**Purchase Price**”), plus any accrued interest, for the entire issue of Obligations and specified that the Obligations maturing on April 1 in the years shown below will bear interest at the respective interest rates shown below:

Maturity Date (April 1)	Principal Amount	Interest Rate
2023	\$300,000	.00%
2024	305,000	.00
2025	335,000	.00
2026	365,000	.00
2027	370,000	.00
2028	375,000	.00
2029	380,000	.00
2030	385,000	.00
2031	390,000	.00

6. The Purchaser's bid complies with all terms of the Notice to Bidders and the Notice of Sale.

7. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.

8. The Governing Body is adopting this resolution to sell the Obligations and provide for their issuance upon the terms and conditions set forth in this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In addition to the terms defined above, capitalized terms not otherwise defined herein shall have the meanings set forth below, unless the context clearly requires another meaning.

"Book-Entry System" means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer, or in the name of such a depository's nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

"Code" means the Internal Revenue Code of 1986, as amended.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date of the Obligations.

“Debt Service Fund” means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

“Debt Service Fund Account” has the meaning set forth in Section 16 hereof.

“Depository” means DTC or any successor appointed by the Issuer and acting as securities depository for the Obligations.

“DTC” means The Depository Trust Company.

“Financial Officer” means the Treasurer.

“Fiscal Agent” means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

“Governing Body” has the meaning set forth in the recitals to this resolution.

“Initial Resolution” has the meaning set forth in the recitals to this resolution.

“Issuer” means the City of Green Bay, Wisconsin.

“Municipal Officers” means the Mayor and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer’s behalf.

“Notice of Sale” has the meaning set forth in the recitals to this resolution.

“Obligations” means the \$3,205,000 City of Green Bay, Wisconsin General Obligation Promissory Notes, Series 2021C, which will be issued pursuant to this resolution.

“Original Issue Date” means August 26, 2021.

“Project” has the meaning set forth in the recitals to this resolution.

“Purchase Agreement” means the purchase contract entered into between the Issuer and the Purchaser evidencing the purchase of the Obligations as described in Section 14.

“Purchase Price” has the meaning set forth in the recitals to this resolution.

“Purchaser” has the meaning set forth in the recitals to this resolution.

“Record Date” means the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date for the Obligations.

“Recording Officer” means the Issuer’s Clerk.

“Register” means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

- (i) The name and address of the registered owner of each Obligation.
- (ii) All transfers of each Obligation.

“**Treasurer**” means the Issuer’s Treasurer.

Section 2. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

- (i) *Exhibit A* — Form of Obligation.
- (ii) *Exhibit B* — Notice to Electors of Sale.

Section 3. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation promissory notes of the Issuer in the principal amount of \$3,205,000. The Obligations will be issued pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes to pay the costs of the Project and issuing the Obligations (including, but not limited to, printing costs and fees for underwriting, financial consultants, bond counsel, rating agencies, bond insurance, and registration, as applicable).

Section 4. Terms of Obligations.

The Obligations will be named “City of Green Bay, Wisconsin General Obligation Promissory Notes, Series 2021C.” The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be \$5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The Obligations will bear interest from the Original Issue Date. Interest will be due and payable on each April 1 and October 1, beginning on April 1, 2022, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360 day year of twelve 30 day months and (ii) payable to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Issuer and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations. The following table shows when the Obligations will mature and the rate of interest each maturity will bear:

Principal Maturity Date (April 1)	Principal Amount	Interest Rate
2023	\$300,000	.00%
2024	305,000	.00
2025	335,000	.00
2026	365,000	.00
2027	370,000	.00
2028	375,000	.00
2029	380,000	.00
2030	385,000	.00
2031	390,000	.00

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

Section 5. Fiscal Agent.

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. The appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Issuer. The fiscal agency agreement may provide for the Issuer to pay the reasonable and customary charges of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent shall maintain the Register.

Section 6. Appointment of Depository.

The Issuer appoints DTC to act as securities depository for the Obligations. An authorized representative of the Issuer has previously executed a blanket issuer letter of representations with DTC on the Issuer's behalf, and the Issuer ratifies and approves that document.

Section 7. Book-Entry System.

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with DTC is terminated, then the Issuer may appoint another securities depository to maintain the Book-Entry System.

If on any date the Obligations are not being maintained in a Book-Entry System, then the Issuer will do the following:

- (i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully-registered, certificated Obligations in the denomination of \$5,000 or any multiple thereof in the

aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.

- (ii) The Issuer will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

Section 8. Redemption.

The Obligations maturing on and after April 1, 2029 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on April 1, 2028 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 in accordance with Sections 9 and 10 hereof.

Section 9. Manner of Payment/Transfers/Under Book-Entry System.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Obligations by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

Section 10. Manner of Payment/Transfers/Not Under Book-Entry System.

If on any date the Obligations are not being maintained in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Obligation upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

Partial Redemptions. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If an Obligation has been called for redemption but less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of the Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

Section 11. Form of Obligations.

The Obligations shall be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The Issuer may cause the approving opinion of bond counsel to be printed or reproduced on the Obligations.

Section 12. Execution of Obligations.

The Obligations shall be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations shall be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of an authorized representative of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

Section 13. Continuing Disclosure.

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all of its terms.

Section 14. Sale of Obligations.

The Issuer awards the sale of the Obligations to the Purchaser at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations. The Issuer approves and accepts the Purchase Agreement signed and presented by the Purchaser. The Municipal Officers are directed (i) to sign the Purchase Agreement in the Issuer's name and (ii) to take any additional actions needed to effect the closing for the Obligations.

The Financial Officer is directed to comply with the terms of the Notice of Sale with respect to any good-faith deposit requirements.

The Municipal Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser through the facilities of DTC in accordance with the Notice of Sale, the Purchase Agreement, and this resolution. The Obligations may be delivered to the Purchaser upon payment by the Purchaser of the Purchase Price, plus any accrued interest, as required by the Notice of Sale.

Unless waived by the Purchaser, the delivery of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

- (i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.
- (ii) A transcript of the proceedings relating to the issuance of the Obligations.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

Section 15. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of, and interest on, the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations at maturity.

This tax shall be carried from year to year into the Issuer's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year. The tax for each year the levy is made will be in the following amounts:

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2021	\$.00
2022	.00
2023	.00
2024	.00
2025	.00
2026	.00
2027	.00
2028	.00
2029	.00
2030	.00

Section 16. Debt Service Fund Account.

The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (the "**Debt Service Fund Account**"), which shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the

Debt Service Fund Account. Any accrued interest received on the Original Issue Date and the premium, if any, paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations shall be deposited into the Debt Service Fund Account and used to pay interest on the Obligations. If the money in the Debt Service Fund Account is insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources.

Section 17. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited in and kept by the Treasurer in a separate fund. The fund shall be designated with both the name of the Obligations and the name Borrowed Money Fund (the “**Borrowed Money Fund**”). Money in the Borrowed Money Fund, including any earnings, shall be (i) used to pay the costs of the Project and issuing the Obligations or (ii) transferred to the Debt Service Fund Account as provided by law.

Section 18. Official Statement.

The Issuer ratifies and approves the preliminary offering document prepared and distributed in connection with the sale and issuance of the Obligations, and the Issuer authorizes and directs the final version of such document (the “**Official Statement**”) to be prepared prior to the issuance of the Obligations; *provided, however*, that the Official Statement shall be substantially in the form submitted to this meeting, with such modifications as the Municipal Officers approve. The Municipal Officers are directed to deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the Issuer. Execution and delivery of the Official Statement will conclusively evidence the approval of the Municipal Officers.

Section 19. Publication of Notice.

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published in the Issuer’s official newspaper, as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the execution of the Purchase Agreement. The notice shall be in substantially the form shown in Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 20. Authorization of Officers.

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Obligations:

- (i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.
- (ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the

books and records under the officer's custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

Section 21. Tax Law Covenants.

The Issuer covenants that it will comply with all requirements of the Code and the Treasury Regulations promulgated thereunder, that must be satisfied so that interest on the Obligations will be excluded from gross income for federal income tax purposes.

Section 22. Further Authorization.

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 23. Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.

Section 24. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 25. Effective Date.

This resolution takes effect upon its adoption and approval in the manner provided by law.

Adopted: August 3, 2021

Approved: August __, 2021

Mayor

Clerk

EXHIBIT A

FORM OF OBLIGATION

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

STATE OF WISCONSIN
CITY OF GREEN BAY

No. R-_____ Registered
\$ _____

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2021C

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____%	April 1, 20__	August 26, 2021	392641 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF GREEN BAY, WISCONSIN (herein called the “**Issuer**”), hereby acknowledges itself to owe, and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and to pay interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is due and payable on each April 1 and October 1, beginning on April 1, 2022, until the Principal Amount has been paid. Interest is computed on the basis of a 360 day year of twelve 30 day months.

This Obligation is one of a duly authorized issue of notes (the “**Obligations**”) of the Issuer of an aggregate principal amount of \$3,205,000, all of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the Issuer pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes, and is authorized by (1) an initial resolution adopted by the governing body of the Issuer on June 29, 2021, and (2) the resolution duly adopted by the governing body of the Issuer on August 3, 2021, entitled: “A Resolution Authorizing and Providing for the Sale and Issuance of \$3,205,000 General Obligation Promissory Notes, Series 2021C, and All Related Details” (the “**Resolution**”). The Obligations are issuable only in the form of fully registered notes.

On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is

made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer (a “**Depository**”), or in the name of the Depository’s nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a “**Book-Entry System**”). So long as the Obligations are maintained in a Book-Entry System, then the principal of, and interest on, this Obligation will be paid by wire transfer to the Depository or its nominee in accordance with the Depository’s rules that are then in effect by ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, or any successor fiscal agent appointed by the Issuer under Section 67.10 (2) of the Wisconsin Statutes (the “**Fiscal Agent**”), which will act as authentication agent, paying agent, and registrar for the Obligations.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then (i) the principal of this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or earlier redemption date at the designated office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid by the Fiscal Agent on each interest payment date by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name this Obligation is registered on the register (the “**Register**”) maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the “**Record Date**”). The Issuer and the Fiscal Agent may treat the entity or person in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The principal of, and interest on, this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of, and interest on, this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrepealable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations maturing on or after April 1, 2029 are subject to redemption before their stated maturity dates, at the Issuer’s option, in whole or in part, in the order of maturity selected by the Issuer, on April 1, 2028 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 as set forth below.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor

securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If an Obligation has been called for redemption but less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If an Obligation has been called for redemption but

less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of any Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrevocable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the Original Issue Date.

CITY OF GREEN BAY, WISCONSIN

By: _____
Mayor

[SEAL]

And: _____
Clerk

Certificate of Authentication

Dated: August __, 2021

This Obligation is one of the Obligations
described in the Resolution.

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Fiscal Agent. Those requirements include membership or participation in the Securities Transfer Association Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person’s authority to act must accompany this Obligation.

EXHIBIT B

NOTICE TO THE ELECTORS OF THE CITY OF GREEN BAY, WISCONSIN RELATING TO NOTE SALE

On August 3, 2021, pursuant to Section 67.12(12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of Green Bay, Wisconsin authorized the borrowing of money and entered into a contract to sell general obligation promissory notes in the principal amount of \$3,205,000. It is anticipated that the closing of this note financing will be held on or about August 26, 2021. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the City Clerk, at 100 North Jefferson Street, Green Bay, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

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

Publication Date: August ____, 2021

/s/ Celestine Jeffreys
City Clerk

CERTIFICATIONS BY CLERK

I, Celestine Jeffreys, certify that I am the duly qualified and acting Clerk of the City of Green Bay, Wisconsin (the “**Municipality**”), and as such I have in my possession, or have access to, the complete corporate records of the Municipality and of its Common Council (the “**Governing Body**”), and that attached to this certificate is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

A Resolution Authorizing and Providing for the Sale and Issuance of \$3,205,000 General Obligation Promissory Notes, Series 2021C, and All Related Details

I further certify as follows:

1. **Meeting Date.** On August 3, 2021, a meeting of the Governing Body was held beginning at ____ p.m.
2. **Posting.** On July ___, 2021 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality’s offices in Green Bay, Wisconsin a notice setting forth the date, time, location, and subject matter of said meeting. The notice specifically referred to the Resolution.
3. **Notification of Media.** On July ___, 2021 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter of said meeting to those news media that have filed a written request for such notice and to the official newspaper of the Municipality, if any. The communication specifically referred to the Resolution.
4. **Open Meeting Law Compliance.** The meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** The meeting was duly called to order by the Mayor (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were ____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ____ of the Governing Body members voted Aye, ____ voted Nay, and ____ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on August ___, 2021, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

9. **Publication of Notice.** I have caused the Notice to Electors, in the form of Exhibit B to the Resolution, to be published in the place specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this certificate as of August ___, 2021.

Clerk

[SEAL]

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

August 3, 2021

Resolution No. ____

**A Resolution Authorizing and Providing for the Sale and Issuance of
\$8,720,000 General Obligation Corporate Purpose Bonds, Series 2021B,
and All Related Details**

RECITALS

The Common Council (the “**Governing Body**”) of the City of Green Bay, Wisconsin (the “**Issuer**”) makes the following findings and determinations:

1. The Issuer needs funds for the following purposes (collectively, the “**Project**”):

Maximum Amount Authorized	Amount Borrowed	Purpose
\$2,145,000	\$,000	street improvements, including, but not limited to, construction of and improvements to streets, street design, and installation of related sidewalks and survey monuments;
1,415,000	,000	sewerage improvements, including, but not limited to, sanitary sewer and storm sewer improvements and installation of related survey monuments;
725,000	,000	parking lots and other parking facilities;
720,000	,000	fire engines and other equipment of the fire department, including, but not limited to, the purchase of a new fire engine;
840,000	,000	parks and public grounds, including, but not limited to, , improvements to various park facilities and buildings, ballfields, and parking, installation of a tube conveyor belt lift, and construction of a park pedestrian bridge;

Maximum Amount Authorized	Amount Borrowed	Purpose
375,000	,000	bridge improvements, including, but not limited to, construction, repair, improvements, inspection, and design of various bridges and pedestrian bridges within the Issuer;
460,000	,000	harbor improvements, including, but not limited to, improvements to a boat launch, docks, and ramps; and
\$2,040,000	,000	to provide financial assistance to blight elimination, slum clearance, community development, redevelopment, and urban renewal programs and projects under Sections 66.1105, 66.1301 to 66.1329 and 66.1331 to 66.1337 of the Wisconsin Statutes, including, but not limited to, construction of a multi-modal public path and/or boardwalk along the entire waterfront boundaries of the slip (cove); a floating dock for transient boaters; and an accessible kayak launch, all within the City's Tax Incremental District No. 22 and relating to the phase I construction of the City's Shipyard Project, a public recreation and entertainment area.

2. On June 29, 2021, the Governing Body adopted resolutions including eight initial resolutions authorizing the issuance of general obligation bonds of the Issuer in the maximum principal amounts and for the purposes described above (the “**Initial Resolutions**”).

3. On June 29, 2021, the Governing Body also adopted a resolution authorizing and directing the publication of notice of the adoption of the Initial Resolutions (the “**Publication Resolution**”).

4. On June 29, 2021, the Governing Body also adopted a resolution authorizing the amounts and purposes specified in the Initial Resolutions to be combined into a single bond issue designated as “corporate purpose bonds” (the “**Authorizing Resolution**”).

5. The Clerk of the Issuer caused notice of the following actions to be given:

- (i) *Notice of the adoption of the Initial Resolutions.* Notice of the adoption of the Initial Resolutions was given by publication in the Issuer’s official newspaper on July 2, 2021 in the manner and form directed by the Publication Resolution.
- (ii) *Notice of the sale of the Obligations.* Notice of the sale (the “**Notice to Bidders**”) of the \$8,720,000 City of Green Bay, Wisconsin General

Obligation Corporate Purpose Bonds, Series 2021B (the “**Obligations**”) was given to media typically monitored by potential bidders in the manner and form directed by the Authorizing Resolution.

These notices are made of record in these proceedings, and the Governing Body ratifies the notices.

6. No sufficient petition for referendum on the question of the adoption or effectiveness of any Initial Resolution or the issuance of the Obligations was filed with the Clerk of the Issuer within 30 days after the date on which the Initial Resolutions were adopted.

7. In accordance with the Notice to Bidders and the bidding terms that were included in the document that was used for offering the Obligations for sale by competitive bid (the “**Notice of Sale**”), written bids for the sale of the Obligations were received and delivered to the Governing Body.

8. The Governing Body has considered all the bids it received. The Governing Body has decided to accept the bid of _____ (the “**Purchaser**”), or a group that it represents, to purchase the Obligations on the terms specified in the Purchaser’s bid. The Purchaser bid the price of \$_____ (the “**Purchase Price**”), plus any accrued interest, for the entire issue of Obligations and specified that the Obligations maturing on April 1 in the years shown below will bear interest at the respective interest rates shown below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2022	\$175,000	.00%	2032	\$445,000	.00%
2023	385,000	.00	2033	425,000	.00
2024	410,000	.00	2034	415,000	.00
2025	420,000	.00	2035	400,000	.00
2026	420,000	.00	2036	460,000	.00
2027	420,000	.00	2037	475,000	.00
2028	425,000	.00	2038	490,000	.00
2029	435,000	.00	2039	505,000	.00
2030	440,000	.00	2040	510,000	.00
2031	440,000	.00	2041	625,000	.00

9. The Purchaser’s bid complies with all terms of the Notice to Bidders and the Notice of Sale.

10. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.

11. The Governing Body is adopting this resolution to sell the Obligations and provide for their issuance upon the terms and conditions set forth in this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In addition to the terms defined above, capitalized terms not otherwise defined herein shall have the meanings set forth below, unless the context clearly requires another meaning.

“Book-Entry System” means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer, or in the name of such a depository’s nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

“Code” means the Internal Revenue Code of 1986, as amended.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date of the Obligations.

“Debt Service Fund” means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

“Debt Service Fund Account” has the meaning set forth in Section 17 hereof.

“Depository” means DTC or any successor appointed by the Issuer and acting as securities depository for the Obligations.

“DTC” means The Depository Trust Company.

“Financial Officer” means the Treasurer.

“Fiscal Agent” means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

“Governing Body” has the meaning set forth in the recitals to this resolution.

“Initial Resolutions” has the meaning set forth in the recitals to this resolution.

“Issuer” means the City of Green Bay, Wisconsin.

“Municipal Officers” means the Mayor and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer’s behalf.

“Notice of Sale” has the meaning set forth in the recitals to this resolution.

“**Obligations**” means the \$8,720,000 City of Green Bay, Wisconsin General Obligation Corporate Purpose Bonds, Series 2021B, which will be issued pursuant to this resolution.

“**Original Issue Date**” means August 26, 2021.

“**Project**” has the meaning set forth in the recitals to this resolution.

“**Purchase Agreement**” means the purchase contract entered into between the Issuer and the Purchaser evidencing the purchase of the Obligations as described in Section 15.

“**Purchase Price**” has the meaning set forth in the recitals to this resolution.

“**Purchaser**” has the meaning set forth in the recitals to this resolution.

“**Record Date**” means the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date for the Obligations.

“**Recording Officer**” means the Issuer’s Clerk.

“**Register**” means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

- (i) The name and address of the registered owner of each Obligation.
- (ii) All transfers of each Obligation.

[“**Term Bonds**” means the Obligations maturing on April 1 in the years 20__, 20__, and 20__.]

“**Treasurer**” means the Issuer’s Treasurer.

Section 2. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

- (i) *Exhibit A* — Form of Obligation.
- (ii) *Exhibit B* — Notice to Electors of Sale.

Section 3. Corporate Purpose Bonds.

The Issuer is combining the general obligation bonds authorized under the Initial Resolutions into a single bond issue and designating them as “**corporate purpose bonds**”.

Section 4. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation corporate purpose bonds of the Issuer in the principal amount of \$8,720,000. The Obligations will be issued pursuant to the provisions of Chapter 67 of the Wisconsin Statutes and the authority granted by the adoption of the Initial Resolutions to pay the costs of the Project and issuing the Obligations (including, but not limited to, printing costs and fees for underwriting, financial consultants, bond counsel, rating agencies, bond insurance, and registration, as applicable).

Section 5. Terms of Obligations.

The Obligations will be named “City of Green Bay, Wisconsin General Obligation Corporate Purpose Bonds, Series 2021B.” The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be \$5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The Obligations will bear interest from the Original Issue Date. Interest will be due and payable on each April 1 and October 1, beginning on April 1, 2022, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Issuer and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations. The following table shows when the Obligations will mature and the rate of interest each maturity will bear:

Principal Maturity Date (April 1)	Principal Amount	Interest Rate	Principal Maturity Date (April 1)	Principal Amount	Interest Rate
2022	\$175,000	.00%	2032	\$445,000	.00%
2023	385,000	.00	2033	425,000	.00
2024	410,000	.00	2034	415,000	.00
2025	420,000	.00	2035	400,000	.00
2026	420,000	.00	2036	460,000	.00
2027	420,000	.00	2037	475,000	.00
2028	425,000	.00	2038	490,000	.00
2029	435,000	.00	2039	505,000	.00
2030	440,000	.00	2040	510,000	.00
2031	440,000	.00	2041	625,000	.00

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

Section 6. Fiscal Agent.

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. The appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Issuer. The fiscal agency agreement may provide for the Issuer to pay the reasonable and customary charges of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent shall maintain the Register.

Section 7. Appointment of Depository.

The Issuer appoints DTC to act as securities depository for the Obligations. An authorized representative of the Issuer has previously executed a blanket issuer letter of representations with DTC on the Issuer's behalf, and the Issuer ratifies and approves that document.

Section 8. Book-Entry System.

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with DTC is terminated, then the Issuer may appoint another securities depository to maintain the Book-Entry System.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the Issuer will do the following:

- (i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully-registered, certificated

Obligations in the denomination of \$5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.

- (ii) The Issuer will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

Section 9. Redemption.

The Obligations maturing on and after April 1, 2030 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on April 1, 2029 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 in accordance with Sections 10 and 11 hereof, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Issuer will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption].

[The Term Bonds are also subject to mandatory partial redemptions prior to their stated maturity dates by operation of a sinking fund. On the following redemption dates (each a "**Sinking Fund Redemption Date**"), the Issuer will redeem the following principal amounts (subject to reduction as provided in the immediately preceding paragraph) of the Term Bonds:

<u>Term Bonds Maturing April 1, 20__</u>	
<u>Sinking Fund Redemption Date (April 1)</u>	<u>Principal Amount To be Redeemed</u>
20__	\$ _____
20__	_____
20__ (Stated Maturity)	_____

Term Bonds Maturing April 1, 20____

Sinking Fund Redemption Date (April 1)	Principal Amount To be Redeemed
20____	\$ _____
20____	_____
20____ (Stated Maturity)	_____

The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Bonds to be redeemed will be selected in accordance with Sections 10 and 11 hereof, and the Issuer will give notice of the redemption in the manner stated in said sections.].

Section 10. Manner of Payment/Transfers/Under Book-Entry System.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Obligations by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

Section 11. Manner of Payment/Transfers/Not Under Book-Entry System.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Obligation upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

Partial Redemptions. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of the Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

Section 12. Form of Obligations.

The Obligations shall be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The Issuer may cause the approving opinion of bond counsel to be printed or reproduced on the Obligations.

Section 13. Execution of Obligations.

The Obligations shall be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations shall be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of an authorized representative of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

Section 14. Continuing Disclosure.

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all of its terms.

Section 15. Sale of Obligations.

The Issuer awards the sale of the Obligations to the Purchaser at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations. The Issuer approves and accepts the Purchase Agreement signed and presented by the Purchaser. The Municipal Officers are directed (i) to sign the Purchase Agreement in the Issuer's name and (ii) to take any additional actions needed to effect the closing for the Obligations.

The Financial Officer is directed to comply with the terms of the Notice of Sale with respect to any good-faith deposit requirements.

The Municipal Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser through the facilities of DTC in accordance with the Notice of Sale, the Purchase Agreement, and this resolution. The Obligations may be delivered to the Purchaser upon payment by the Purchaser of the Purchase Price, plus any accrued interest, as required by the Notice of Sale.

Unless waived by the Purchaser, the delivery of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

- (i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.
- (ii) A transcript of the proceedings relating to the issuance of the Obligations.

- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

Section 16. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of, and interest on, the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations at maturity.

This tax shall be carried from year to year into the Issuer's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year. The tax for each year the levy is made will be in the following amounts:

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>	<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2021	\$.00	2031	\$.00
2022	.00	2032	.00
2023	.00	2033	.00
2024	.00	2034	.00
2025	.00	2035	.00
2026	.00	2036	.00
2027	.00	2037	.00
2028	.00	2038	.00
2029	.00	2039	.00
2030	.00	2040	.00

Section 17. Debt Service Fund Account.

The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (the “**Debt Service Fund Account**”), which shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund Account. Any accrued interest received on the Original Issue Date and the premium, if any, paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations shall be deposited into the Debt Service Fund Account and used to pay interest on the Obligations. If the money in the Debt Service Fund Account is insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due,

then the Issuer will promptly provide the necessary funds to make the payment from other available sources.

Section 18. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited in and kept by the Treasurer in a separate fund. The fund will be designated with both the name of the Obligations and the name Borrowed Money Fund (the “**Borrowed Money Fund**”). Money in the Borrowed Money Fund, including any earnings, shall be (i) used to pay the costs of the Project and issuing the Obligations or (ii) transferred to the Debt Service Fund Account as provided by law.

Section 19. Official Statement.

The Issuer ratifies and approves the preliminary offering document prepared and distributed in connection with the sale and issuance of the Obligations, and the Issuer authorizes and directs the final version of such document (the “**Official Statement**”) to be prepared prior to the issuance of the Obligations; *provided, however*, that the Official Statement shall be substantially in the form submitted to this meeting, with such modifications as the Municipal Officers approve. The Municipal Officers are directed to deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the Issuer. Execution and delivery of the Official Statement will conclusively evidence the approval of the Municipal Officers.

Section 20. Publication of Notice.

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published in the Issuer’s official newspaper, as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the execution of the Purchase Agreement. The notice shall be in substantially the form shown in Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 21. Authorization of Officers.

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Obligations:

- (i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.
- (ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer’s custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

Section 22. Tax Law Covenants.

The Issuer covenants that it will comply with all requirements of the Code and the Treasury Regulations promulgated thereunder, that must be satisfied so that interest on the Obligations will be excluded from gross income for federal income tax purposes.

Section 23. Further Authorization.

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 24. Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.

Section 25. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 26. Resolution Effective upon Adoption and Approval.

This resolution takes effect upon its adoption and approval in the manner provided by law.

* * * * *

Adopted: August 3, 2021

Approved: August __, 2021

Mayor

Clerk

EXHIBIT A

FORM OF OBLIGATION

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

STATE OF WISCONSIN
CITY OF GREEN BAY

No. R-____ Registered
\$ _____

GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2021B

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____%	April 1, 20__	August 26, 2021	392641 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF GREEN BAY, WISCONSIN (herein called the “**Issuer**”), hereby acknowledges itself to owe, and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is due and payable on each April 1 and October 1, beginning on April 1, 2022, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of bonds (the “**Obligations**”) of the Issuer of an aggregate principal amount of \$8,720,000, all of which are of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the Issuer pursuant to the provisions of Chapter 67 of the Wisconsin Statutes, and is authorized by (1) separate initial resolutions adopted by the governing body of the Issuer on June 29, 2021, for the following purposes: street improvements, including, but not limited to, construction of and improvements to streets, street design, and installation of related sidewalks and survey monuments; sewerage improvements, including, but not limited to, sanitary sewer and storm sewer improvements and installation of related survey monuments; parking lots or other parking facilities; fire engines and other equipment of the fire department, including, but not limited to, the purchase of a new fire engine; parks and public grounds, improvements to various park facilities and buildings, ballfields, and parking, installation of a tube conveyor belt lift, and

construction of a park pedestrian bridge; bridge improvements, including, but not limited to, construction, repair, improvements, inspection, and design of various bridges and pedestrian bridges within the City; harbor improvements, including, but not limited to, improvements to a boat launch, docks, and ramps; and to provide financial assistance to blight elimination, slum clearance, community development, redevelopment, and urban renewal programs and projects under Sections 66.1105, 66.1301 to 66.1329 and 66.1331 to 66.1337 of the Wisconsin Statutes, including, but not limited to, construction of a multi-modal public path and/or boardwalk along the entire waterfront boundaries of the slip (cove); a floating dock for transient boaters; and an accessible kayak launch, all within the City's Tax Incremental District No. 22 and relating to the phase I construction of the City's Shipyard Project, a public recreation and entertainment are; and (2) the resolution duly adopted by the governing body of the Issuer on August 3, 2021, entitled: "A Resolution Authorizing and Providing for the Sale and Issuance of \$8,720,000 General Obligation Corporate Purpose Bonds, Series 2021B, and All Related Details" (the "**Resolution**"). The Obligations are issuable only in the form of fully registered bonds.

On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer (a "**Depository**"), or in the name of the Depository's nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a "**Book-Entry System**"). So long as the Obligations are maintained in a Book-Entry System, then the principal of, and interest on, this Obligation will be paid by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect by ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, or any successor fiscal agent appointed by the Issuer under Section 67.10 (2) of the Wisconsin Statutes (the "**Fiscal Agent**"), which will act as authentication agent, paying agent, and registrar for the Obligations.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then (i) the principal of this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or earlier redemption date at the designated office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid by the Fiscal Agent on each interest payment date by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name this Obligation is registered on the register (the "**Register**") maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the "**Record Date**"). The Issuer and the Fiscal Agent may treat the entity or person in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The principal of, and interest on, this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of, and interest on, this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrepealable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations maturing on or after April 1, 2030 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on April 1, 2029 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 as set forth below[, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Issuer will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption.]

[The Obligations maturing on April 1 in the years 20__ and 20__ (collectively, the "**Term Bonds**") are also subject to mandatory partial redemptions prior to their stated maturity dates, by operation of a sinking fund. On the following redemption dates (each a "**Sinking Fund Redemption Date**") the Issuer will redeem the following principal amounts (subject to reduction as provided in the immediately preceding paragraph) of the Term Bonds:

Term Bonds Maturing April 1, 20__

Sinking Fund Redemption Date (April 1)	Principal Amount To be Redeemed
20__	\$ _____
20__	_____
20__ (Stated Maturity)	_____

Term Bonds Maturing April 1, 20__

Sinking Fund Redemption Date (April 1)	Principal Amount To be Redeemed
20__	\$ _____
20__	_____
20__ (Stated Maturity)	_____

The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Bonds to be redeemed will be selected in the manner set forth below, and the Issuer will give notice of the redemption in the manner described below.].

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of any Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrepealable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the Original Issue Date.

CITY OF GREEN BAY, WISCONSIN

By: _____
Mayor

[SEAL]

And: _____
Clerk

Certificate of Authentication

Dated: August ___, 2021

This Obligation is one of the Obligations
described in the Resolution.

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Fiscal Agent. Those requirements include membership or participation in the Securities Transfer Association Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person’s authority to act must accompany this Obligation.

EXHIBIT B

NOTICE TO THE ELECTORS OF THE CITY OF GREEN BAY, WISCONSIN RELATING TO BOND SALE

On August 3, 2021, pursuant to Chapter 67 of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of Green Bay, Wisconsin authorized the borrowing of money and entered into a contract to sell general obligation corporate purpose bonds in the principal amount of \$8,720,000. It is anticipated that the closing of this bond financing will be held on or about August 26, 2021. A copy of all proceedings had to date with respect to the authorization and sale of said bonds is on file and may be examined in the office of the City Clerk, at 100 North Jefferson Street, Green Bay, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

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

Publication Date: August ____, 2021

/s/ Celestine Jeffreys
City Clerk

CERTIFICATIONS BY CLERK

I, Celestine Jeffreys, certify that I am the duly qualified and acting Clerk of the City of Green Bay, Wisconsin (the “**Municipality**”), and as such I have in my possession, or have access to, the complete corporate records of the Municipality and of its Common Council (the “**Governing Body**”), and that attached to this certificate is a true, correct, and complete copy of the resolution (the “**Resolution**”) entitled:

A Resolution Authorizing and Providing for the Sale and Issuance of \$8,720,000 General Obligation Corporate Purpose Bonds, Series 2021B, and All Related Details

I further certify as follows:

1. **Meeting Date.** On August 3, 2021, a meeting of the Governing Body was held beginning at _____ p.m.
2. **Posting.** On July ___, 2021 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality’s offices in Green Bay, Wisconsin a notice setting forth the date, time, location, and subject matter of said meeting. The notice specifically referred to the Resolution.
3. **Notification of Media.** On July ___, 2021 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter of said meeting to those news media that have filed a written request for such notice and to the official newspaper of the Municipality, if any. The communication specifically referred to the Resolution.
4. **Open Meeting Law Compliance.** The meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.
5. **Members Present.** The meeting was duly called to order by the Mayor (the “**Presiding Officer**”), who chaired the meeting. Upon roll call, I noted and recorded that there were ___ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.
6. **Consideration of and Roll Call Vote on Resolution.** Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ___ of the Governing Body members voted Aye, ___ voted Nay, and ___ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I recorded the adoption of the Resolution.

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on August __, 2021, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

9. **Publication of Notice.** I have caused the Notice to Electors, in the form of Exhibit B to the Resolution, to be published in the place specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this certificate as of August ____, 2021.

Clerk

[SEAL]

RESOLUTION RELEASING ACCESS EASEMENT

AUGUST 3, 2021

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, on January 21, 2003, the Common Council passed a Resolution Vacating the Alley from Main Street to Pine Street, East of Clay Street ("Resolution"); and

WHEREAS, after vacation of the alley, the City retained an access easement for ingress/egress over the property for public safety purposes, which was intended to restrict any building on said easement; and

WHEREAS, the conditions of the site have substantially changed since that time, such that other publicly available means of ingress and egress sufficiently serve the public interest; and

WHEREAS, based on the changes at the site, the City no longer requires the access easement for ingress and egress for public safety purposes;

NOW, THEREFORE, BE IT RESOLVED that the Common Council hereby releases the access easement for the Alley from Main Street to Pine Street, East of Clay Street.

BE IT FURTHER RESOLVED that the City Clerk shall cause a certified copy of this resolution to be filed with the Register of Deeds for Brown County, Wisconsin.

Adopted _____

Approved _____

Mayor

Clerk

GENERAL ORDINANCE NO. 19-21

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

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

SECTION 1. Section 40-34, Green Bay Municipal Code, is hereby amended to remove the following NO PARKING zones:

AUTO PLAZA DRIVE, east side, from Auto Plaza Way to a point 140 feet south of Auto Plaza Way.

AUTO PLAZA DRIVE, east side, from a point 215 feet south of Auto Plaza Way to a point 303 feet south of Auto Plaza Way.

AUTO PLAZA DRIVE, east side, from a point 483 feet south of Auto Plaza Way to a point 584 feet south of Auto Plaza Way.

AUTO PLAZA DRIVE, west side, from a point 200 feet south of Auto Plaza Way to a point 275 feet south of Auto Plaza Way.

AUTO PLAZA DRIVE, west side, from a point 440 feet south of Auto Plaza Way to a point 515 feet south of Auto Plaza Way.

DONALD DRIVER WAY, east side, from a point 290 feet north of Dousman Street to its north terminus.

DONALD DRIVER WAY, west side, from a point 310 feet north of Dousman Street to its north terminus.

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

KELLOGG STREET, both sides, from Broadway to Donald Driver Way.

DONALD DRIVER WAY, east side, from a point 290 feet north of Dousman Street to a point 285 feet north of Kellogg Street.

DONALD DRIVER WAY, west side, from a point 310 feet north of Dousman Street to a point 285 feet north of Kellogg Street.

DONALD DRIVER WAY, both sides, from a point 370 feet south of Bond Street to Bond Street.

BOND STREET, both sides, from a point 70 feet west of Donald Driver Way to Donald Driver Way.

BOND STREET, both sides, from Broadway to a point 70 feet east of Broadway.

SECTION 3. Section 40-34, Green Bay Municipal Code, is hereby amended to establish the following NO PARKING 30-MINUTE LOADING zones:

BOND STREET, north side, from a point 70 feet west of Donald Driver Way to a point 140 feet west of Donald Driver Way.

SECTION 4. Section 40-34, Green Bay Municipal Code, is hereby amended to establish the following 2-HOUR PARKING 7 AM TO 7 PM MONDAY THROUGH FRIDAY zones:

BOND STREET, north side, from a point 70 feet east of Broadway to a point 350 feet east of Broadway.

BOND STREET, south side, from a point 70 feet east of Broadway to a point 420 feet east of Broadway.

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

SECTION 6. Effective date. This ordinance shall take effect on and after its passage and publication.

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

APPROVED:

Mayor

ATTEST:

City Clerk

DJAH