



AGENDA OF THE COMMON COUNCIL

TUESDAY, SEPTEMBER 21, 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 information and instructions for the Zoom Virtual Meeting.

B. Roll Call.

C. Pledge of Allegiance.

D. Invocation.

- I. The invocation will be led by Alder Craig Stevens, District 5.

E. Approval of Minutes.

- I. Approval of the minutes from the September 7, 2021 Common Council Meeting.

F. Approval of the Agenda.

G. Report by the Mayor.

H. Announcements.

I. Appointments.

I. New Appointments:

Green Bay Sustainability Commission

Amy Kox, 153 Joan Ave., Green Bay, WI 54302

Term to expire: November 1, 2022

J. Public Hearings.

I. Miscellaneous Ordinance No. 03-21

An Ordinance Adopting an amendment to the Smart Growth 2022 Comprehensive Plan of

the City of Green Bay pertaining to property located in the 1420 Block of South Huron Road.

K. Ordinances - Second Reading for Adoption.

1. Miscellaneous Ordinance No. 03-21
An Ordinance Adopting an amendment to the Smart Growth 2022 Comprehensive Plan of the City of Green Bay pertaining to property located in the 1420 Block of South Huron Road.
2. Zoning Ordinance No. 08-21
An ordinance rezoning the property located at 1414 Shawano Avenue from Low Density Residential (RI) District to Public Institutional (PI) District.
3. Zoning Ordinance No. 09-21
An ordinance rezoning the property located at 215 Elizabeth Street from General Commercial (C1) to Highway Commercial (C2) and Low Density Residential (RI).
4. Zoning Ordinance No. 10-21
An ordinance rezoning property located at the 1420 Block of South Huron Road from Rural Residential (RR) to Varied Density Residential (R3) and Conservancy (C).
5. General Ordinance 20-21
An ordinance amending Section 40-34, Green Bay Municipal Code, relating to parking regulations.

L. Report of the Redevelopment Authority (September 14, 2021).

1. To approve the proposed changes to the development agreement with Toonen Properties for an expanded project at 2540 University Avenue, subject to final review by the City Attorney, and prepare a formal revised development agreement for consideration by the City Council.
2. To approve the allocation of CDBG-CV2 funds in the amount of \$253,062.34 from the State of Wisconsin to provide public broadband and wireless access to low-moderate income persons at designated neighborhood parks under the Essential Frontline Employee Relief Program.
3. To execute the Pipeline Access and Abandonment Agreement with West Shore Pipeline Company to abandon an existing petroleum gas pipeline at 420 S. Broadway.

M. Report of the Improvement & Services Committee (September 15, 2021).

1. To approve 5 additional overnight on-street parking occurrences for the remainder of 2021 from a request by Gary Baranowski for additional at 1239 Shadow Lane.
2. To receive and place on file the request to correct erosion issues on the 1000 block of Lacount Road (held at the August 25, 2021 Improvement and Services Committee meeting). (Ald. Brunette)

3. To deny all bids for GBMFD 2-21 STATION NO. 1 AIR CONDITIONING; to approve the award of GBPD 1-21 BOILER REPLACEMENT to Reeke Marold for \$84,500.00; to approve the award of RAMPS 3-21 PINE STREET RAMP PT REPAIRS to Western Construction Group in the amount of \$39,630.00.

A. GBMFD 2-21 STATION NO. 1 AIR CONDITIONING

B. GBPD 1-21 BOILER REPLACEMENT

C. RAMPS 3-21 PINE STREET RAMP PT REPAIRS

4. Consideration with possible action on an ordinance amending Sections 16-81 and 16-82, Green Bay Municipal Code, relating to Storm Water Management.

N. Report of the Protection & Policy Committee (September 13, 2021).

1. To hold an appeal by Jessica Beaudoin regarding the denial of her operator's license until next Protection and Policy Meeting pending a recommendation letter.
2. To hold an appeal by Jason Neumeyer regarding the denial of his operator's license until the next Protection and Policy meeting pending a recommendation letter.
3. To deny a renewal application for a "Class B" Combination license by Strats, Inc. at 2850 Humboldt Rd on the basis that the establishment is not operational and in violation of Green Bay Municipal Code Section 4.7.
4. To receive and place on file a request by Ald. Brunette to consider a refund of inspection charges for 2593 Sumac Place.
5. To approve a change of agent for Marcus Cinemas of Wi, LLC (Marcus Cinemas Green Bay East) at 1000 Kepler Drive.
6. To approve a request by Baker & Mac Arthur, Inc. (Someplace Else) at 1605 University to extend their license premises to the southern half of their parking lot on September 25 for an outdoor event, subject to complaint.
7. To refer to staff with revisions from Alder Johnson, Alder Dorff, and Alder Lefebvre a resolution supporting Clean Water and Treaty Rights, concerning pipelines Number 3 and Number 5 (Alder Scannell).
8. To receive and place on file The Liquor Violation Report for September 13, 2021.
9. To receive and place on file The Report on Homelessness, Green Bay Police Department.

O. Report of the Plan Commission (September 13, 2021).

1. To authorize a Conditional Use Permit (CUP) for a single-family dwelling in an Office/Residential (OR) District at 500 N. Chestnut Avenue, subject to compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit. (Public Hearing held 09/13/21)

2. To hold over the Public Hearing and request to rezone a portion of the rear yard of 919 Auto Plaza Drive from General Commercial (C1) to Highway Commercial (C2) to a later date, with the conditions that property owners within 400 ft. of subject property be noticed of the next meeting and the public hearing be properly reposted.

P. Report of the Finance Committee (September 14, 2021).

1. To receive and place on file a request by Ald. Lefebvre to the Finance Committee which states: "Consideration with possible action on a review of the latest decision on the "Dark Store" law, recently considered in the case Lowes Home Center v City of Wauwatosa. The judge ruled against Lowes Homes Center. This review would include an understanding of current litigation, in light of this decision."
2. To approve Amendment No. 1 to Second Amended and Restated Pledge and Security Agreement in reference to the KI Expansion bonds.
3. To approve and award the Animal Shelter Services Agreement to the Wisconsin Humane Society, Inc. Total three year cost is \$309,090. Contract is a 1-year agreement with two 1-year renewal options. Contract attached.

Q. Report of the Park Committee.

1. To refer to staff to calculate expenses the Forestry Department would have incurred, for consideration to reimburse the property owner at 1236 Thrush Street \$3,500 for the removal of 3 street trees and bring this back to the next Parks Committee for discussion.
2. To approve the Green Bay Arts Commission to install up to 4 art sculptures in Leicht Memorial Park. Motion Failed 2-2; No Recommendation.
3. To hold on the request by Ald. Wery to review drainage concerns in the baseball fields at Colburn Park until the next Parks Committee meeting.
4. To refer to staff to provide a recommendation for modifications to the Park Department's Public Notification Policy.

R. Report of the Personnel Committee. (September 14, 2021)

1. To approve the request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
 - a. Procurement Manager - Purchasing
 - b. Park Maintenance Worker - Park Recreation & Forestry

S. Receive and Place on File.

1. The Municipal Court Report for August 2021.

T. Resolutions.

1. Resolution authorizing conditional use permit at 500 North Chestnut Street.
2. Resolution to amend the second amended and restated pledge and security agreement.

U. Ordinances - First Reading.

- I. General Ordinance 21-21
Amending Green Bay Municipal Code Sections 16-81 and 16-82, relating to Storm Water Management.

V. Referral of Petitions & Communications.

W. Adjournment.

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

Virtual Meeting Instructions



2021-09-21 Common Council

Zoom Meeting Information

Celestine Jeffreys is inviting you to a scheduled Zoom meeting.

Topic: Common Council 09.21.2021

Time: Sep 21, 2021 06:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/84571628187>

Meeting ID: 845 7162 8187

Passcode: 024488

One tap mobile

+13017158592,,84571628187#,,,,*024488# US (Washington DC)

+13126266799,,84571628187#,,,,*024488# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 845 7162 8187

Passcode: 024488

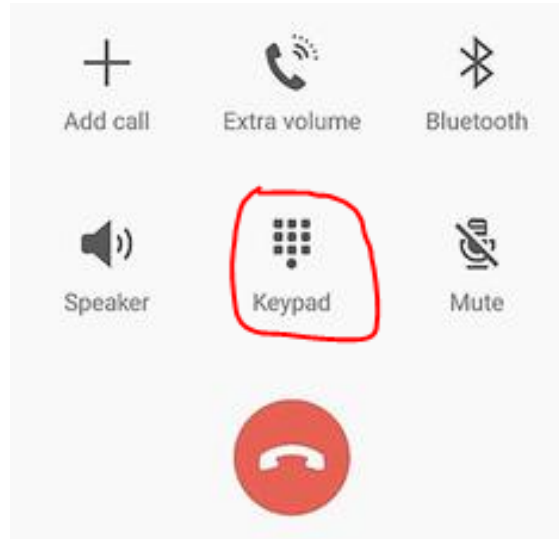
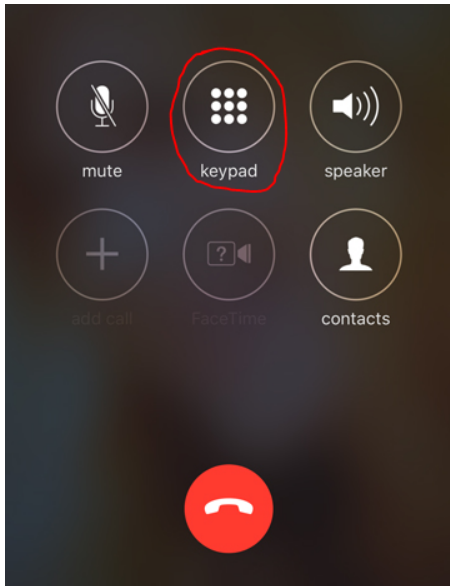
Find your local number: <https://us02web.zoom.us/j/k2NVYeMk3>

Additional Information

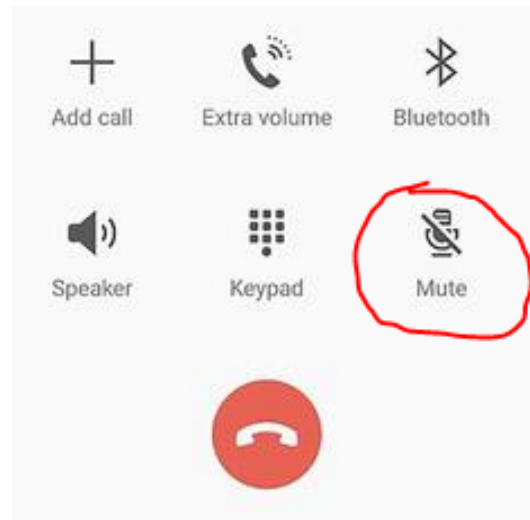
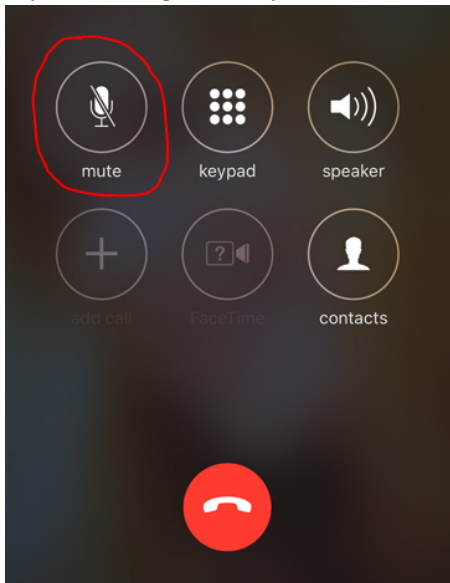
1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must give their name and address
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order*
2. All zoom meetings will have a password in the instructions. Please enter when prompted.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

Calling into the Zoom meeting using a smartphone

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



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



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



For Official Notice:

**Public Notification
Proposed Amendment to the City of Green Bay
Smart Growth 2022 Comprehensive Plan
(CPA 18-04)**

The Green Bay Common Council will hold a public hearing on **Tuesday, September 21, 2021**, at 6:00 p.m. The meeting will be conducted at a virtual location. If you wish to participate in the Public Hearing, you may access the meeting by the internet or telephone, using the access code below.

Join Zoom Meeting

<https://us02web.zoom.us/j/84571628187>

Meeting ID: 845 7162 8187

Passcode: 024488

One tap mobile

+13017158592,,84571628187#,,,*024488# US (Washington DC)

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+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 845 7162 8187

Passcode: 024488

Find your local number: <https://us02web.zoom.us/j/84571628187>

The hearing is regarding the following proposed amendment to the City of Green Bay Smart Growth 2022 Comprehensive Plan (CPA 18-04): A request to amend the Comprehensive Plan for the property located in the 1420 Block of S. Huron Road from Business Park to Medium and High Density Housing and Business Park to Wetland & Private Open Space (Figure 22-6). An image depicting the affected area is available in the office of the Dept. of Community and Economic Development for the City of Green Bay.

The proposed comprehensive plan amendment would allow for the future rezoning of the property for multi-family development and preservation of green space.

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

City of Green Bay

Dept. 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.

ACCESSIBILITY: Any person wishing to attend who, because of a disability, requires special accommodation should contact the City Safety Manager at (920) 448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.

Publication Date: August 27, 2021

MISCELLANEOUS ORDINANCE NO. 03-21

**AN ORDINANCE
ADOPTING AN AMENDMENT TO THE
SMART GROWTH 2022 COMPREHENSIVE PLAN OF THE CITY OF
GREEN BAY PERTAINING TO PROPERTY LOCATED IN THE
1420 BLOCK SOUTH HURON ROAD
(CPA 18-04)**

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

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

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

WHEREAS, the Plan Commission of the City of Green Bay, by a majority vote of the entire Commission recorded in its official minutes, has adopted a resolution recommending the Common Council adopt Comprehensive Plan Amendment CPA 18-04; and

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

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

SECTION 1. Comprehensive Plan Amendment CPA 18-04 is hereby adopted pursuant to Wis. Stats. § 66.1001(4)(c). A copy of the comprehensive plan amendment is attached to this ordinance.

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

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

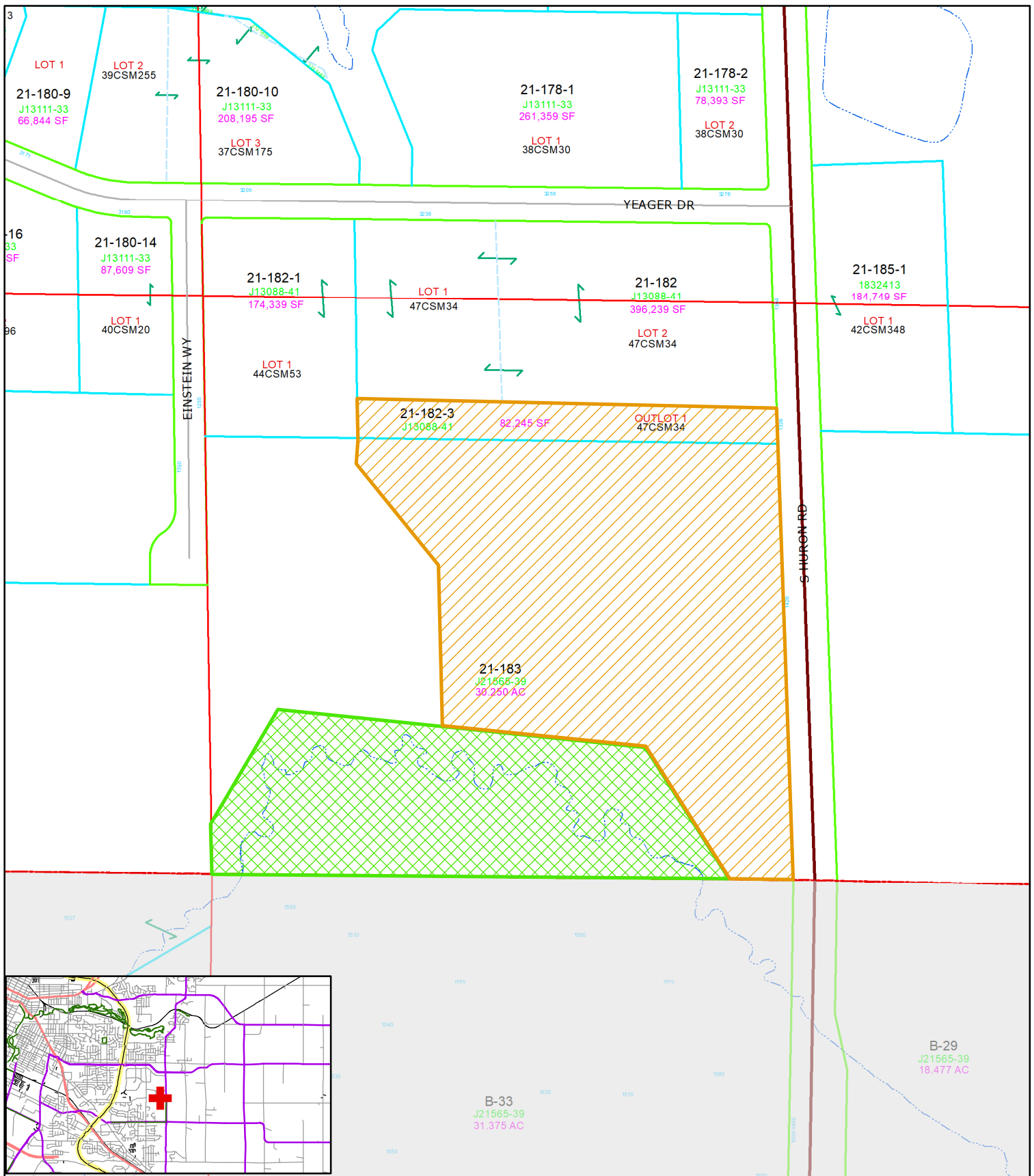
APPROVED:

Mayor

ATTEST:

Clerk

Enclosure – Map



Comprehensive Plan Amendment (CPA 18-04) 1420 Block South Huron Road

-  Business Park to Medium/High Density Residential
-  Business Park to Wetland & Private Open Space

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

ZONING ORDINANCE NO. 08-21

**AN ORDINANCE REZONING THE PROPERTY
LOCATED AT 1414 SHAWANO AVENUE FROM
LOW-DENSITY RESIDENTIAL (R1) DISTRICT TO
PUBLIC INSTITUTIONAL (PI) DISTRICT
(ZP 21-27)**

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 rezoning the following described property located at 1414 Shawano Avenue from Low-Density Residential (R1) District to Public Institutional (PI) District:

4.606 AC M/L THAT PRT OF PC 1 WSFR DESC IN 340 D 427 & 508 &
345 D 636 & IN 36 6D 554 & PCL A OF 1 CSM 461 BNG PRT OF PC 1 W
& DOUSMAN & ELMORES 2ND ADDN PRT OF LOT 40 DESC IN 340 D
426 & PRT OF LOT 41 DESC IN 350 D 396

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

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

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

APPROVED:

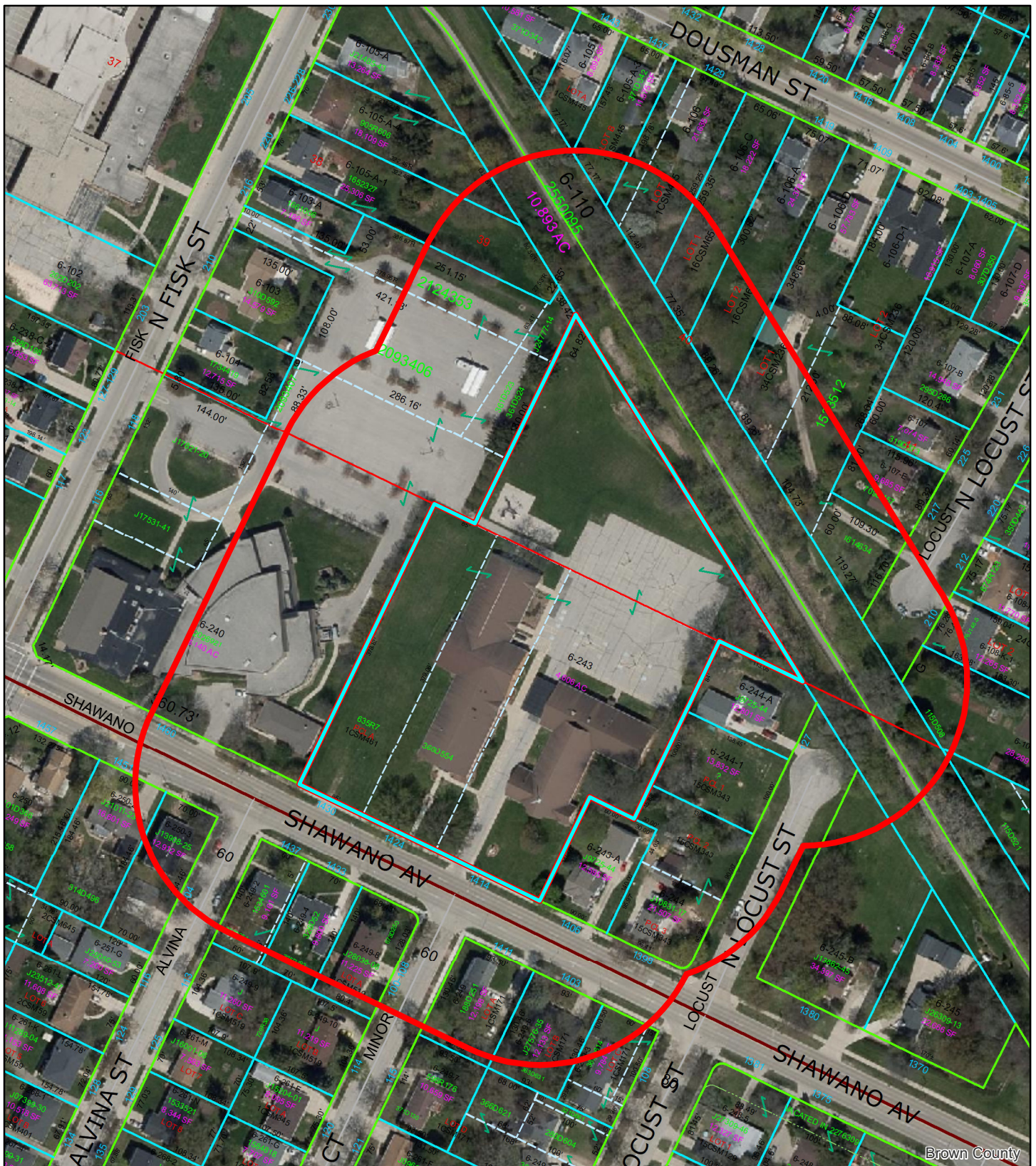
Mayor

ATTEST:

Clerk

sjh

Attachment – Map



(ZP 21-27) Rezone from R1 to PI 1414-1422 Shawano Avenue



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 18 Aug 2021 X:\Planning\Basemaps\template_8.5x11.mxd

- 1414-1422 Shawano
- 200-ft. Notification Area

ZONING ORDINANCE NO. 09-21

AN ORDINANCE REZONING THE PROPERTY LOCATED AT 215 ELIZABETH STREET FROM GENERAL COMMERCIAL (C1) DISTRICT TO HIGHWAY COMMERCIAL (C2) DISTRICT AND LOW-DENSITY RESIDENTIAL (R1) DISTRICT (ZP 21-21)

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 rezoning the following described property located at 215 Elizabeth Street from General Commercial (C1) District to Highway Commercial (C2) District:

The Southern 120.5 feet of the parcel described as follows: All of Lots 27, 28, 35, 36; the Westerly 60 feet of Lot 45; all of Lot 46; the Easterly 100 feet of Lots 47 and 48; all of the vacated portions of Mills and Green Streets abutting said Lots; according to the Plat of Newhall Addition, and that part of the NW Quarter of the SE Quarter, Section 32, T24N-R21E, formerly described as the Westerly 60 feet of Lot 44 and the Easterly 100 feet of Lot 49, according to the recorded Plat of Newhall Addition, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin

SECTION 2. Section 44-29, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property located at 215 Elizabeth Street from General Commercial (C1) District to Low-Density Residential (R1) District:

The Northern 124.5 feet of the parcel described as follows: All of Lots 27, 28, 35, 36; the Westerly 60 feet of Lot 45; all of Lot 46; the Easterly 100 feet of Lots 47 and 48; all of the vacated portions of Mills and Green Streets abutting said Lots; according to the Plat of Newhall Addition, and that part of the NW Quarter of the SE Quarter, Section 32, T24N-R21E, formerly described as the Westerly 60 feet of Lot 44 and the Easterly 100 feet of Lot 49, according to the recorded Plat of Newhall Addition, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin

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

ZONING ORDINANCE NO. 09-21
PAGE 2

SECTION 4. This ordinance shall not take effect until a public hearing is held thereon 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

ATTEST:

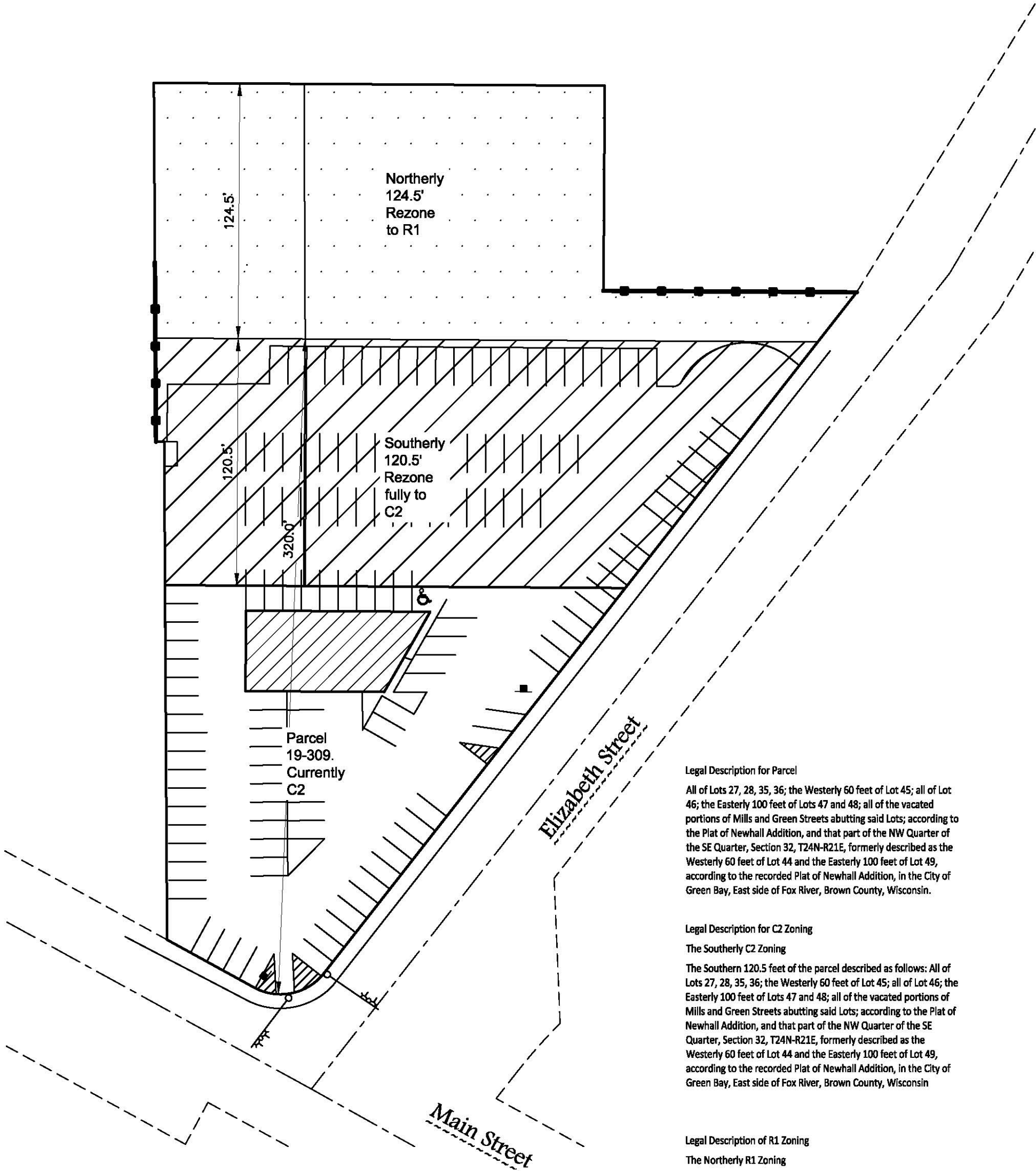
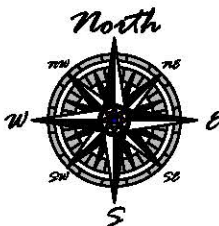
Clerk

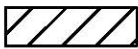
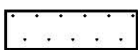
sjh

Attachment – Map

Rezone Exhibit

Part of the recorded plat Newhall's Addition to the City of Green Bay,
being in Unfinished Section 32, Township 24 North, Range 21 East,
City of Green Bay, Brown County, Wisconsin.



-  Rezone to C2 (Auto Lot)
-  Rezone to R1 (Vegetation)

Legal Description for Parcel
All of Lots 27, 28, 35, 36; the Westerly 60 feet of Lot 45; all of Lot 46; the Easterly 100 feet of Lots 47 and 48; all of the vacated portions of Mills and Green Streets abutting said Lots; according to the Plat of Newhall Addition, and that part of the NW Quarter of the SE Quarter, Section 32, T24N-R21E, formerly described as the Westerly 60 feet of Lot 44 and the Easterly 100 feet of Lot 49, according to the recorded Plat of Newhall Addition, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

Legal Description for C2 Zoning
The Southerly C2 Zoning
The Southern 120.5 feet of the parcel described as follows: All of Lots 27, 28, 35, 36; the Westerly 60 feet of Lot 45; all of Lot 46; the Easterly 100 feet of Lots 47 and 48; all of the vacated portions of Mills and Green Streets abutting said Lots; according to the Plat of Newhall Addition, and that part of the NW Quarter of the SE Quarter, Section 32, T24N-R21E, formerly described as the Westerly 60 feet of Lot 44 and the Easterly 100 feet of Lot 49, according to the recorded Plat of Newhall Addition, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin

Legal Description of R1 Zoning
The Northerly R1 Zoning
The Northern 124.5 feet of the parcel described as follows: All of Lots 27, 28, 35, 36; the Westerly 60 feet of Lot 45; all of Lot 46; the Easterly 100 feet of Lots 47 and 48; all of the vacated portions of Mills and Green Streets abutting said Lots; according to the Plat of Newhall Addition, and that part of the NW Quarter of the SE Quarter, Section 32, T24N-R21E, formerly described as the Westerly 60 feet of Lot 44 and the Easterly 100 feet of Lot 49, according to the recorded Plat of Newhall Addition, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin

ZONING ORDINANCE NO. 10-21

AN ORDINANCE REZONING PROPERTY LOCATED AT THE 1420 BLOCK OF SOUTH HURON ROAD FROM RURAL RESIDENTIAL (RR) TO VARIED DENSITY RESIDENTIAL (R3) AND CONSERVANCY (C) (ZP 18-25)

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 rezoning property located at the 1420 Block of South Huron Road from Rural Residential (RR) to Varied Density Residential (R3):

Part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 11, T23N-R21E, City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the South $\frac{1}{4}$ corner of Section 11, T23N-R21E; thence N89°22'38"W, 50.05 feet along the South line of the Southwest $\frac{1}{4}$ of said Section 11 to the Westerly right of way of County Trunk Highway "EA", also known as South Huron Road and the point of beginning; thence continuing N89°22'38"W, 130.03 to the start of a meander line which is S89°22'38"E, 77 feet more or less from the centerline of the drainageway; thence N39°14'54"W, 353.09 feet along said meander line; thence N82°33'18"W, 318.70 feet to a meander corner which is N22°17'27"W, 81 feet more or less from said centerline of the drainageway and end of said meander line; thence N22°17'27"W, 209.28 feet; thence N6°17'04"W, 210.98 feet; thence N55°35'00"W, 268.87 feet; thence N0°54'27"W, 139.34 feet; thence S89°15'14"E, 960.13 feet along Outlot 1, Volume 47, Certified Survey Map No. 34 to the West right of way of South Huron Road; thence S2°03'27"E, 998.93 feet along said West right of way of South Huron Road to the point of beginning.

Described area contains 690,180 square feet / 15.84 acres more or less, including the lands lying between the meander line and the drainage way.

Tax Parcel No. 21-183

OUTLOT 1 OF 47 CSM 34 BNG PRT OF SE $\frac{1}{4}$ SW $\frac{1}{4}$ SEC 11 T23N R21E, 82,245 SQ FT

SECTION 2. Section 44-29, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning property located at the 1420 Block of South Huron Road from Rural Residential (RR) to Conservancy (C):

Part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 11, T23N-R21E, City of Green Bay, Brown County, Wisconsin, more fully described as follows:

ZONING ORDINANCE NO. 10-21

PAGE 2

Commencing at the South 1/4 corner of Section 11, T23N-R21E; thence N89°22'38"W, 50.05 feet along the South line of the Southwest 1/4 of said Section 11 to the Westerly right of way of County Trunk Highway "EA", also known as South Huron Road; thence N89°22'38"W, 380.11 feet to the point of beginning which is the start of a meander line which is N89°22'38"W, 174 feet more or less from the centerline of a drainageway; thence N56°25'53"W, 261.35 feet along said meander line; thence N86°59'38"W, 482.92 feet along said meander line; thence S21°34'40"W, 173.70 feet to a point which is S89°22'38"E, 115 feet more or less from the centerline of said drainageway and the end of said meander line; thence S89°22'38"E, 763.94 feet along the South line of said Southwest 1/4 to the point of beginning.

Described area contains 205,966 square feet / 4.73 acres more or less, including the lands lying between the meander line and the drainage way.

Tax Parcel No. 21-183

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 thereon 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:

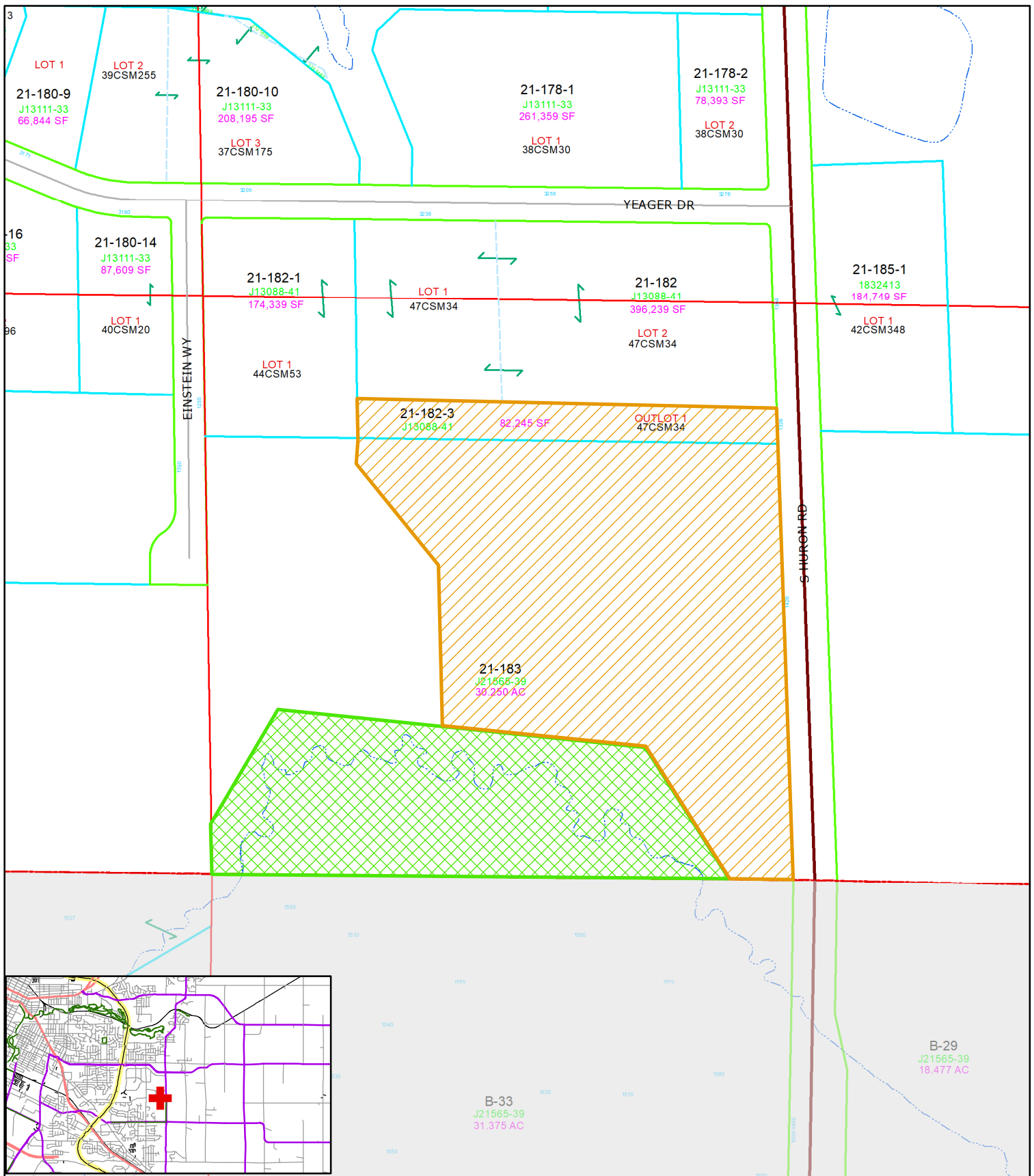
Mayor

ATTEST:

Clerk

pn

Attachment – Map



Proposed Rezoning **(ZP 18-25)** **1420 Block South Huron Road**

-  Rural Residential (RR) to Varied Density Residential (R3)
-  Rural Residential (RR) to Conservancy (C)

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

GENERAL ORDINANCE NO. 20-21

**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 zone:

HILLSIDE LANE, both sides, from Schoen Street to a point 170 feet east of Schoen Street.

SECTION 2. Section 40-34, Green Bay Municipal Code, is hereby amended to remove the following 2-HOUR PARKING 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone:

VAN BUREN STREET, east side, from Cherry Street to Pine Street.

SECTION 3. Section 40-34, Green Bay Municipal Code, is hereby amended to establish the following NO PARKING zone:

HILLSIDE LANE, both sides, from Schoen Street to a point 105 feet east of Schoen Street.

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 zone:

DONALD DRIVER WAY, both sides, from a point 285 feet north of Kellogg Street to a point 440 feet north of Kellogg Street.

SECTION 5. Section 40-34, Green Bay Municipal Code, is hereby amended to establish the following 3-HOUR PARKING 7 AM TO 7 PM MONDAY THROUGH FRIDAY zone:

VAN BUREN STREET, east side, from Cherry Street to Pine Street.

SECTION 6. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 7. 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



Report to the
**Redevelopment Authority
of the City of Green Bay**

MEETING DATE

September 21, 2021

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # L.1

To approve the proposed changes to the development agreement with Toonen Properties for an expanded project at 2540 University Avenue, subject to final review by the City Attorney, and prepare a formal revised development agreement for consideration by the City Council.

BACKGROUND

Toonen Properties is expanding their project to include the acquisition and improvement of the two residential structures previously constructed by TMD Properties. This change has caused Toonen to request several changes to the existing agreement, including the following:

- Removal of the “Master Parcel” references.
- Changing the base value 1/1/2026 to 1/1/2027.
- Extending the payment period out to 2040 from 2038.
- Changing the submission date for the concept plan to 7/1/2022.
- Revisiting the design of the recreation path.
- Changing the deadline for the CSM, construction documents, development budget, proof of equity, and proof of financing to 4/1/2023.

No additional TIF assistance is being requested.

These changes are being reviewed by the City Attorney’s Office, but no issues are anticipated at this time.

RECOMMENDATION

Approve the proposed changes subject to a final review by the City Attorney, and prepare a formal revised development agreement for consideration by the City Council.

FISCAL IMPACT**ATTACHMENTS**

1. 09082021 Toonen Agreement Proposed Changes
2. Toonen Development Agreement - Amendments 091621 Council Version



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~~ ^{Property}" 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~~ ^{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 ~~Master Parcel~~ ^{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~~ ^{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~~ ^{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 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~~ ^{Property} 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 ²⁰²⁷exceeds 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~~²⁰²⁷, 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 ^{Property} and agrees that PAYGo TIF Incentive is based on the valuation of the ~~Master Parcel~~²⁰²⁷, 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~~^{Property}, regardless of ownership of any portion of the ~~Master Parcel~~^{Property}.

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 ^{the existing and} of new buildings as approved ¹ 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~~, **2040**
 - 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~~, **July 1, 2022**, 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. **hard Surfaced** ~~A paved~~ pedestrian and bicycle multi-use path, no less than ~~ten (10)~~ **eight (8)** 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~~²⁰²³ 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~~²⁰²³, 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~~²⁰²³, 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~~²⁰²³, 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~~²⁰²³, 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~~ ^{July 1, 2023}. 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.
- I. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. The City or RDA may deny the request for any commercially reasonable reason. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.
 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~~ **2040**
 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 4Green 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

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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.

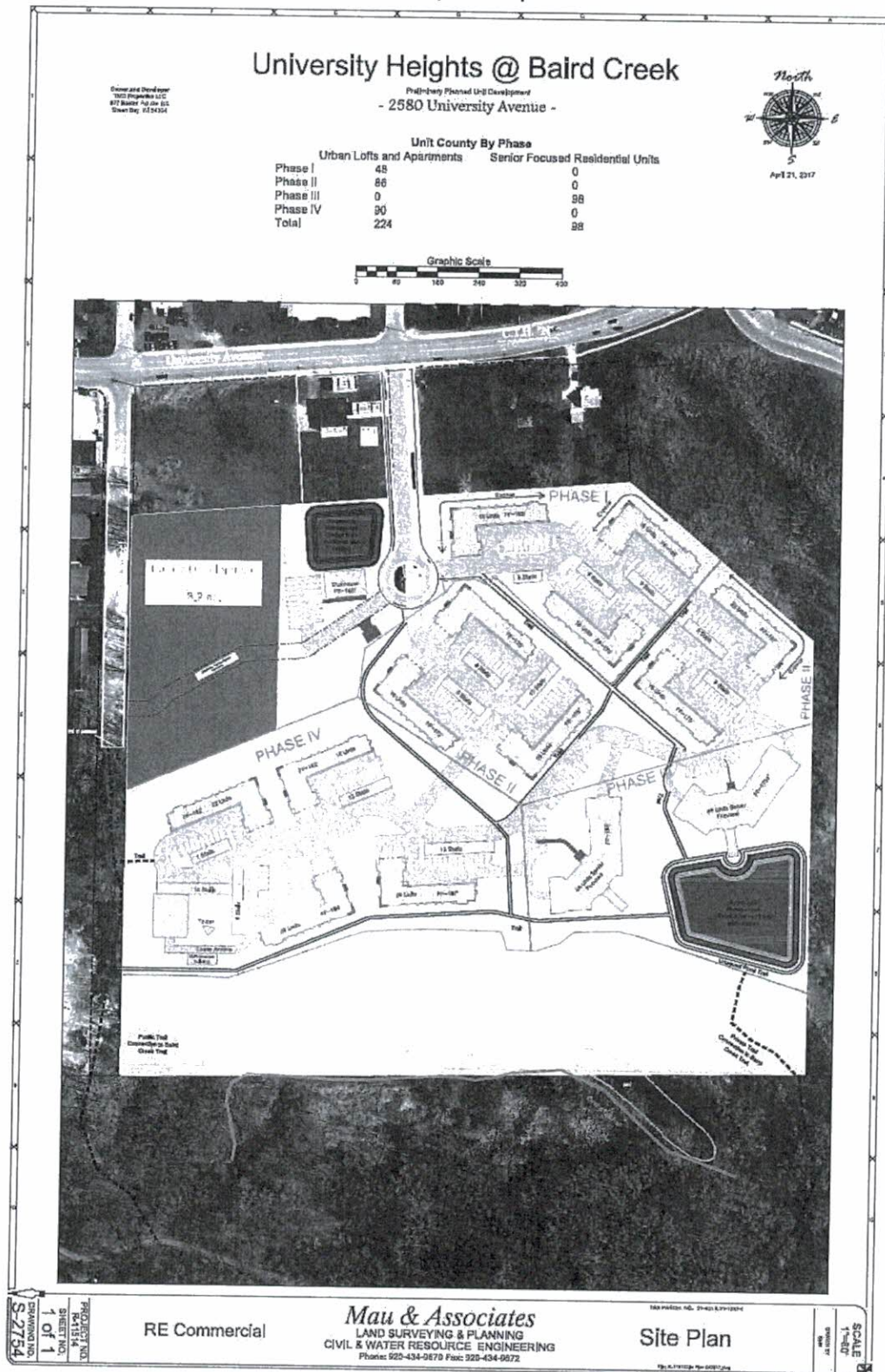
EXCEPTING THEREFROM that part described in Jacket 5164 Records, Image 27 described as follows:

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





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:

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>
21-301	2580 UNIVERSITY AVE	33.260

- D. The parcel listed above shall be referred to as the "Property" and comprises approximately 33.260 acres of land. .
- E. 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:
 - 1. \$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 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 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 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:
- I. Property Investment. 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. 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, 2027, 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, 2027, 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, 2027, 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 Property, 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 Property, regardless of ownership of any portion of the Property,
- 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 and existing 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 2040;
 - 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 July 1, 2022, 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 Property from both University Avenue and Rothe Street; and
 2. A pedestrian and bicycle multi-use path which shall be designed cooperatively with the City Department of Parks, Recreation, and Forestry. The design of the path shall be consistent with existing paths and or trails on or near the Property and shall be such as to permit a continuous and seamless connection between them. The route of the path shall be 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. Any alternative route or design may be approved by the City at the City's sole discretion upon sufficient evidence from the Developer that the defined route or design is not feasible due to excessive slopes, waterway crossings, or other physical or topographical constraints. The path is to be constructed by the developer; 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, 2023 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, 2023, 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, 2023, 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, 2023, 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, 2023, 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 July 1, 2023. 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 2040;
 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

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

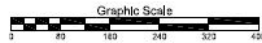
University Heights @ Baird Creek

Preliminary Planned Unit Development
- 2580 University Avenue -

Owner and Developer
TMD Properties LLC
877 Eastern Rd. Ste 200
Green Bay, WI 54304



	Unit County 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.
P-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"=80'
DATE
11/11/2016



Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

September 21, 2021

PREPARED BY

Will Peters

AGENDA ITEM # L.2

To approve the allocation of CDBG-CV2 funds in the amount of \$253,062.34 from the State of Wisconsin to provide public broadband and wireless access to low-moderate income persons at designated neighborhood parks under the Essential Frontline Employee Relief Program.

BACKGROUND

The City of Green Bay has received an allocation of CARES funding through the State of Wisconsin Community Development Block Grant (CDBG) Coronavirus (CV) Round 2 funding (CDBG-CV2) in the amount of \$253,062.34. The funds need to be used for activities approved within our first allocation of CARES funds through HUD.

Staff are proposing to use this allocation under the Essential Frontline Employee Relief Program category. This program was created under our CDBG-CV CARES funding to support public service activities for low and-moderate income individuals. Providing broadband and wireless access in neighborhood parks in the City of Green Bay will assist those who do not otherwise have access to do things like remote work, remote school, and other needs due to the pandemic and the social distance requirements. The objective would be to deploy wireless access in such a manner as to allow residents to access broadband services from their vehicles in parking areas in or near selected parks, or from within shelter buildings at selected parks where appropriate. In addition, this wireless access can be utilized by front line employees that are providing services to residents in these areas. The following parks are being proposed:

- Seymour Park
- Navarino Park
- Eastman Park
- St. John Park

Council requested that staff revisit their recommendation to ensure that all options relating to the best investment of funds were fully evaluated. The following is an analysis of the existing funding categories where these dollars can be allocated and the reasoning behind the choice of allocating funding to broadband.

CDBG-CV 1st Round Programs:

Administration: The remaining balance in this funding category from the original allocation is \$32,349.32. The purpose of this CARES ACT funding is to support the administration of funding for activities that will prevent, prepare for and respond to the spread of COVID-19.

Evaluation: There is enough of a remaining balance in this category to support the administrative salaries for the original grant. No other eligible costs in this category were identified by staff. No additional funding in this category is recommended at this time.

Business Improvement Districts Program: The remaining balance in this category is \$58,500.00. The purpose of this CARES ACT funding is preventing, preparing for and responding to the spread of COVID-19 by supporting business improvement districts and other commercial districts in LMI areas of the City of Green Bay with expenses for public services and or events that support low-moderate income individuals.

Evaluation: Staff continues to work with our Business Improvement Districts to assist them in the operations and the implementation of programs and projects to benefit their continued mitigation of COVID-19 impacts on their events, programs, and funding. Based on the ongoing conversation with our BIDs, and the desire to directly target funds towards businesses dealing with impacts to COVID-19, staff is not recommending any additional funding for this category at this time. (This could change with the changing nature of the pandemic.) No other eligible costs in this category were identified by staff.

Homelessness Assistance Program: Remaining Balance \$88,137.35, Provide CARES ACT funding to support homelessness activities that will prevent, preparing for and responding to the spread of COVID-19.

Evaluation: The remaining balance in this category is \$88,137.35. Staff is in regular communication with our homeless shelter partners. While existing demands and problems related to homelessness continue to exist, staff has not been made aware of any urgent needs caused by or amplified by the COVID-19 Pandemic. The RDA allocated \$531,000.00 to homelessness prevention programs at this point. Shelter providers have shared that there is not a need to increase capacity at this time. Furthermore, the shelter providers have stated they feel confident and prepared to manage what challenges they may face this coming winter season. No other eligible costs in this category were identified by staff. No additional funding for this category is recommended at this time. (This could change with the changing nature of the pandemic.)

Community Development Revolving Loan Program: Remaining Balance \$32,750.00, Provide CARES ACT funding for economic development activities that will create or retain jobs, in response to the spread of COVID-19.

Evaluation: In addition to CDBG funding, the City has received additional funds through the State of Wisconsin to support direct financing assistance in this category and is actively coordinating with our partnering business organizations to make sure local businesses are aware of this funding opportunity. Staff has directly solicited prospective applications during business retention visits and continues to do so. Based on usage of these programs thus far, staff anticipates that between the previous allocation and the most recent allocation there will be sufficient funds to meet the projected demand for financial assistance. This fund has a remaining balance and requests for these funds has slowed down (no loans have been awarded in a couple of months). Staff has noticed that many businesses are hesitant to take on any additional debt during the pandemic, and that while a grant program would be more popular, staff believes that the level of interest in the low interest loan program is a fair measure of the demand for financial assistance. Economic Development staff continue to promote awareness of these funds in our business improvement districts and other commercial retail areas, and is directly soliciting applications from businesses that appear to qualify for the program. The demand for these funds is directly tied to the ability of businesses to function under current pandemic restrictions. No other eligible costs in this category were identified by staff. No additional funding for this category is recommended at this time. (This could change with the changing nature of the pandemic.)

Essential Frontline Employee Relief Program: Remaining Balance \$44,942.37, Provide CARES ACT funding that will support public service activities for low-moderate income individuals who are affected by COVID-19.

Evaluation: Has a remaining balance of \$44,942.37 and the projects under this category were rental and

mortgage payments, utility, health care, and childcare payments.

After evaluating all the programs in the 1st round of CDBG-CV funding, staff recommended this new allocation of CDBG-CV2 funds be used to provide broadband infrastructure in low and moderate income neighborhood parks, providing internet access for those who are lacking. This is intended to do two things: 1) Provide long-term additional access to those LMI persons who otherwise lack such access at home, and 2) Provide additional quality Internet access for service providers implementing programs and services to the LMI populations in and near these neighborhood parks. Staff has heard from our social service partners and local school advocates that Internet access continues to be a barrier to seeking services and opportunities for LMI residents in these areas.

As an alternative to expanding public Internet access, staff considered using the CDBG-CV2 funds to provide a program to pay for internet service for qualifying households. This type of program appears to be limited by the following challenges:

- Several Internet providers already currently offer income-based internet service.
- Sufficient demand is still required in any particular neighborhood to get private providers to invest in the infrastructure needed for service to be feasible and cost-effective.
- Providing one-time funding for individual homes to access the Internet and, therefore, would not be sustainable beyond the original funding allocation.
- No other eligible costs in this category were identified by staff.

Providing broadband infrastructure will also provide several secondary benefits to the City and these LMI neighborhoods. These include but are not limited to:

1. Creating the ability to improve traffic safety and management in the LMI areas between these parks and Downtown by digitally connecting fibers to area traffic signals and controllers wherever feasible.
2. Creating the ability to provide high-definition cameras at key Downtown signalized intersections, which allows the City to actively monitor traffic and document traffic accidents in a manner that is more effective and more efficient to the Police Department. (Staff estimates that the increased efficiency in accident reconstruction could pay for the cost of the project over 5 years.)
3. Providing foundational infrastructure for Internet of Things (IoT) sensor network that will eventually allow the City to digitally monitor other public infrastructure like water, sewer, and stormwater.
4. Providing additional value to other potential public/private partners to develop a coordinated consortium of digital infrastructure improvements to lower costs. Staff believes there are advantages to using one-time funds in this manner.
5. Providing increased security at these parks through the ability to add digital security cameras.

Staff remains open to discussing any other ideas related to the investment of the State of Wisconsin Community Development Block Grant (CDBG) Coronavirus (CV) Round 2 funding (CDBG-CV2). At this time, staff recommendation continues to be funding the improvement of the four identified parks to provide publicly accessible wireless Internet as previously presented.

RECOMMENDATION

Staff recommends approval of the allocation of CDBG-CV2 funds in the amount of \$253,062.34 from the State of Wisconsin to provide public broadband and wireless access to low-moderate income persons at designated neighborhood parks under the Essential Frontline Employee Relief Program.

FISCAL IMPACT

ATTACHMENTS

None



Report to the
**Redevelopment Authority
of the City of Green Bay**

MEETING DATE

September 21, 2021

PREPARED BY

Cheryl Renier-Wigg, Staff

AGENDA ITEM # L.3

To execute the Pipeline Access and Abandonment Agreement with West Shore Pipeline Company to abandon an existing petroleum gas pipeline at 420 S. Broadway.

BACKGROUND

West Shore Pipeline Company owns an 11 inch diameter steel underground pipeline that runs through the property the RDA owns located at 419 S. Broadway. The pipe is being decommissioned, which will include cutting open the pipe and injecting grout into the pipe and abandoning the pipe in place. The steel pipeline will not subside. It was idled approximately 18 years ago and purged of all gasoline products. West Shore will remain responsible for any environmental contamination resulting from product releases. Landowners will be free to install driveways, fences, etc. over the grouted pipeline and former easement area. In order for this to happen, West Shore is asking the RDA to execute a Pipeline Access and Abandonment Agreement. These pipes are being decommissioned throughout the City, so this agreement has already been reviewed by our Law Department for other parcels.

RECOMMENDATION

To execute the Pipeline Access and Abandonment Agreement with West Shore Pipeline Company.

FISCAL IMPACT**ATTACHMENTS**

1. Pipeline exhibit Map
2. Pipeline Access & Abandonment Agreement 419 S. maple

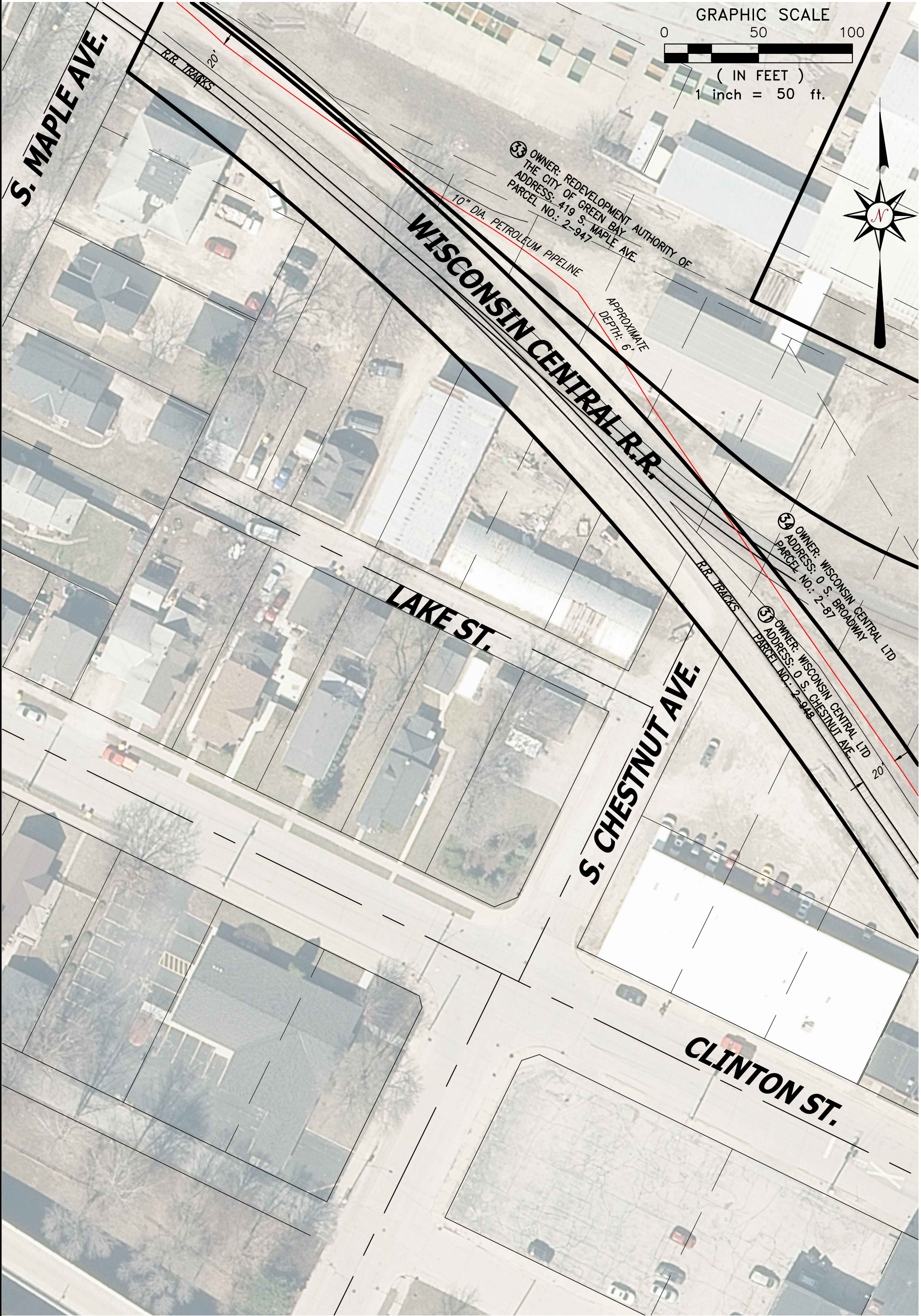
PIPELINE EXHIBIT

CLIENT

Westshore Pipeline

SITE ADDRESS

Located in the City of Green Bay, Brown County, Wisconsin.



PIPELINE ACCESS AND
ABANDONMENT AGREEMENT

Document Number

Recording Area

Name and Return Address

Nicholas W. Kitzman

Foley & Lardner LLP

777 E. Wisconsin Avenue

Milwaukee, WI 53202

See Exhibit A

Parcel Identification Number (PIN)

This instrument was drafted by and after recording should be returned to Nicholas Kitzman , Foley & Lardner LLP,
777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, Telephone: (414) 297-5134.

PIPELINE ACCESS AND ABANDONMENT AGREEMENT

Pipeline Access and Abandonment Agreement dated as of [_____], 2021, between the REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, a Wisconsin Municipal corporation, "Landowner", and WEST SHORE PIPE LINE COMPANY, a Delaware corporation ("West Shore").

Background:

A. Landowner owns land and improvements located at 419 S. Maple Avenue, Green Bay, WI 54303,, more particularly described in attached Exhibit A ("Property").

B. West Shore owns a 10 ¾-inch diameter steel underground pipeline and related facilities ("Pipeline") running across and in the vicinity of the Property.

C. Landowner desires to give West Shore access to the Property to decommission the Pipeline, including but not limited to the removal test stations and pipe vents, cutting open and injecting grout into the pipe (that is, filling it with a specially formulated cement to prevent subsidence), sealing the ends of the pipe (the "Work"), and abandoning the Pipeline in place.

Based on the foregoing and the below mutual promises, the parties agree:

1. Access. Landowner gives to West Shore and its contractor's access to the Property to perform the Work.

2. Performance. All Work will be performed at West Shore's expense in a good and workmanlike manner, consistent with industry standards and in compliance with applicable laws, ordinances, rules and regulations ("Laws"). West Shore and its contractors will take reasonable measures to avoid materially interfering with Landowner's activities. Upon completion of the Work, West Shore will promptly repair any damage to the Property related to or caused by the Work and or West Shore's activities.

3. Abandonment. Upon completion of the Work, the Pipeline remaining on the Property will be deemed abandoned in place and become a permanent part of the Property, and West Shore will have no further title or obligation for it, except as stated in Paragraph 4 below.

4. Indemnification. West Shore hereby agrees to indemnify, defend and hold harmless the Landowner, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly to the extent caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of West Shore or of anyone acting under its direction or control or on its behalf in connection with the Work, including contractors and or subcontractors, even if liability is also sought to be imposed on Landowner, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless Landowner, its elected and appointed officials, officers, employees, agents,

representatives and volunteers, and each of them, shall be applicable as set forth above unless liability results from the sole negligence or willful misconduct of the Landowner, its elected and appointed officials, officers, employees, agents, representatives and volunteers. West Shore shall reimburse the Landowner, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. In the event that West Shore employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be West Shore's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the Landowner, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this indemnity. This indemnity provision shall survive the termination or expiration of this Agreement

5. Warranties. Landowner represents and warrants that it owns the Property and has authority to give access to the Property. Each party represents and warrants that the person or entity signing this Agreement on behalf of such party is duly authorized to execute and deliver this Agreement and to legally bind the party on whose behalf this Agreement is signed

6. Controlling Law. This agreement will be construed and interpreted in accordance with the laws of the State of Wisconsin, notwithstanding any conflicts of laws provisions.

7. No Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

8. Severability. If any provision of this agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. No Agency. Nothing in this Agreement is intended nor may be construed to create between Landowner and West Shore either an employer/employee, joint venture, landlord/tenant, or any other similar relationship. No agent, employee or representative of either party shall be deemed to be an agent, employee or representative of the other party. Neither party shall have the authority to act for or on behalf of the other party to bind the other party without the express written approval of the other party.

10. Insurance. West Shore shall present to the Landowner a Certificate of Insurance with coverage and minimum policy limits as set forth herein. It is hereby agreed and understood that the insurance required of West Shore by the Landowner is primary coverage and that any insurance or self-insurance maintained by the Landowner, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss. This insurance shall be written for not less than any limit of liability specified herein, or required by law, whichever is greater, notwithstanding that the policy may have lower limits applying elsewhere in the policy. All applicable insurance and endorsements shall be in full force and evidenced prior to commencing Work and remain in force until all of the Work contemplated under the Agreement is completed.

1. GENERAL LIABILITY COVERAGE

A. Commercial General Liability

- (a) \$1,000,000 each occurrence limit
- (b) \$1,000,000 personal injury and advertising injury
- (c) \$1,000,000 general aggregate
- (d) \$1,000,000 products - completed operations aggregate

B. Claims made form of coverage is not acceptable.

C. Insurance must include:

- (a) Premises and Operations Liability
- (b) Blanket Contractual Liability including coverage for the joint negligence of the City, its officers, council members, agents, employees, authorized volunteers and the named insured
- (c) Personal Injury
- (d) Explosion, collapse and underground coverage
- (e) Products/Completed Operations
- (f) Independent Contractors

2. BUSINESS AUTOMOBILE COVERAGE

A. Minimum Limits - \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident

B. Must cover liability for "Any Auto" - including Owned, Non-Owned and Hired Automobile Liability

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY

A. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:

- \$100,000 Each Accident
- \$500,000 Disease Policy Limit
- \$100,000 Disease - Each Employee

4. CONTRACTOR POLLUTION LIABILITY (Occurrence Basis)

A. Limit of Liability: \$1,000,000.

B. Form must include coverage for natural resources damage

C. Minimum must include waiver of subrogation endorsement in favor of the Landowner

D. Coverage must include transportation and loading and unloading.

4. ADDITIONAL PROVISIONS

* Additional Insured – On all Liability Policies, Landowner, and its officers, council members, agents, employees, and authorized volunteers shall be “Additional Insureds.”

* Endorsement - The Additional Insured and Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.

* Waiver of Subrogation – Waivers of subrogation in favor of the Landowner must be endorsed onto Worker’s Compensation, Commercial General Liability and Automobile Liability Coverages and Pollution Liability Coverages. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the Landowner, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work or activities performed by the named insured as contemplated the terms of this Agreement.

* Certificates of Insurance - A copy of the Certificate of Insurance must be on file with the Risk Management.

* Acceptability of Insurers - No insurance required hereunder shall be carried with an insurer not authorized to do business in Wisconsin. The Landowner reserves the right to disapprove any insurance company. A minimum AM Best Rating of A-VII is required.

* Written Notice of Cancellation or Non-Renewal shall be sent to the Landowner no less than thirty (30) days prior to such cancellation or non-renewal at the following address:

City of Green Bay
Attn: Risk Management
100 North Jefferson Street
Green Bay, Wisconsin 54301

Notwithstanding the foregoing, Landowner acknowledges that West Shore has provided to Landowner a self-insurance letter evidencing \$4,000,000.00 in coverage and agrees that so long as such self-insurance remains in effect, the insurance requirements of West Shore set forth in this Section 10 shall be deemed expressly waived.

7. Counterparts: Recording. This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which when taken together will be deemed to constitute the Agreement. West Shore may record this Agreement in the Brown County register of deeds office.
8. Entire Agreement. This Agreement contains the complete understanding and agreement of Landowner and West Shore with respect to all matters in this Agreement, and all prior discussions or understandings are superseded by this Agreement. This Agreement will inure to the benefit of, and be binding upon, Landowner and West Shore, and their respective successors and assigns, and will be covenants running with the land. Abandon in place; soften abandonment language. "to the extent".

[Signatures Begin on the Following
Page.]

Signed and delivered by the parties as of the date above.

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

By:

Print Name: _____

Title: _____

By:.....

Print Name: _____

Title: _____

STATE OF WISCONSIN)
)SS
BROWN COUNTY)

Personally came before me this _ day of _ _ _ _ , 2021, the above
named _ _ _ _ _ , to me known to be the persons who
executed the foregoing instrument and acknowledged the same.

(Signature)

(Printed Name)

Notary Public, _ _ _ County, _____
My commission expires: . _ _ _ _ _

By: _____
Daniel G. Ownby
President

Personally came before me this day of _____, 2021, the above Named Daniel G. Ownby, to me known to be the President of WEST SHORE PIPE LINE COMPANY, a Delaware corporation, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, _____ County, _____
My commission expires: _____

EXHIBIT

Legal Description of the Property

SERT LEGAL DESCRIPTION FROM TITLE REPORT]



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

MEETING DATE

September 21, 2021

PREPARED BY

AGENDA ITEM # M.1

To approve 5 additional overnight on-street parking occurrences for the remainder of 2021 from a request by Gary Baranowski for additional at 1239 Shadow Lane.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 1239 Shadow Ln

From: [Chris Pirlot](#)
To: [Jamie Destiche](#); [Steven Grenier](#); [James Brunette](#)
Cc: [Justin Linzmeier](#); [Elizabeth Nadolski-Spears](#)
Subject: I&S agenda item
Date: Friday, August 20, 2021 8:56:39 AM

Please place on the next available agenda for consideration: Request by Gary Baranowski for additional overnight on-street parking occurrences for the remainder of 2021 at 1239 Shadow Lane

Christopher J. Pirlot, P.E.
Operations Director/Parking Manager
City of Green Bay
Department of Public Works
920.492.3736 office
920.680.6166 cellular
greenbaywi.gov

From: Gary Baranowski
Sent: Friday, August 20, 2021 8:15 AM
To: Chris Wery <chriswery@att.net>; Chris Pirlot <Chris.Pirlot@greenbaywi.gov>
Subject: Re: Overnight Parking

Hello Chris,

The property address is 1239 Shadow Ln.

It is short-term/transient use rental on VRBO and Airbnb. The ordinance allows for six 14 day occurrences of overnight parking directly in front of my property. I called the city parking division last week and discovered that when, for example, 3 people separately call or register their vehicles online for the same weekend the city is counting this as 3 occurrences instead of 1. I was told one person should register all vehicles at once. This is hard to execute in a VRBO/Airbnb situation.

A few years back I went to a city meeting and requested more occurrences as was granted 4 more above the 6. I would have to go through this process each year. A better solution would be to propose an ordinance amendment. I would like to champion this effort. Perhaps you or alderman Wery can help me get started.

I might have 8 weekends tops where cars need to park on the street for 2-3 nights. $8 \times 3 = 24$ nights (worst case) that cars would be parked on the street. The current ordinance allows for $6 \times 14 = 84$ nights.

In the short term, I am requesting help for the remainder of 2021 so that my renters, who support local businesses and pay taxes, can park on the road if they need to. It leaves a bad taste in their mouth when they receive a parking ticket.

Thank you!
Gary

Sent from my iPhone

On Aug 19, 2021, at 9:53 PM, Chris Wery <chriswery@att.net> wrote:

Howdy Gary! I am back.

Info from staff:

Please have the resident e-mail me with address and other pertinent info. Then I'll put it on the I&S agenda for consideration and action

Chris Pirlot, P.E
Operations Director/Parking Manager
City of Green Bay-DPW
Chris.Pirlot@greenbaywi.gov
(920) 492-3736 office
(920) 680-6166 cellular

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

On Friday, August 13, 2021, 07:33:00 AM CDT, Gary Baranowski wrote:

Thank you! Enjoy the college move in!

Sent from my iPhone

On Aug 12, 2021, at 11:37 PM, Chris Wery <chriswery@att.net> wrote:

Hi Gary,

I am going to be gone until next Thurs bringing by daughter back to college. I am going to ask our Traffic Engineer to assist us.

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

On Thursday, August 12, 2021, 11:25:35 AM CDT, Gary Baranowski wrote:

Hi Chris,

I need your help with overnight parking.

I called the parking division today and they say I've used my 6 occurrences that are allowed each year. An example of what is happening is 3 different people may call in their own cars for the same weekend. This is being counted as 3 occurrences, not one.

I need help getting more occurrences added for the remainder of the year. I did this about 4 years ago. I forget the process I need to go through.

Please call me when you have a minute.

Thanks!

Gary Baranowski

Please ca

Sent from my iPhone



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

MEETING DATE

September 21, 2021

PREPARED BY

AGENDA ITEM # M.2

To receive and place on file the request to correct erosion issues on the 1000 block of Lacount Road (held at the August 25, 2021 Improvement and Services Committee meeting). (Ald. Brunette)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2021-06-29 Dist 12 to I and S
2. Lacount Erosion Concern 8052021



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.

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

100 N. Jefferson Street, Room 300
Green Bay, WI 54301
Tel (920) 448-3100
Fax (920) 448-3102

INTER-OFFICE MEMO

TO: Steven Grenier, P.E. – Director of Public Works

FROM: Ryan Pichler, P.E. – Utility Civil Engineer

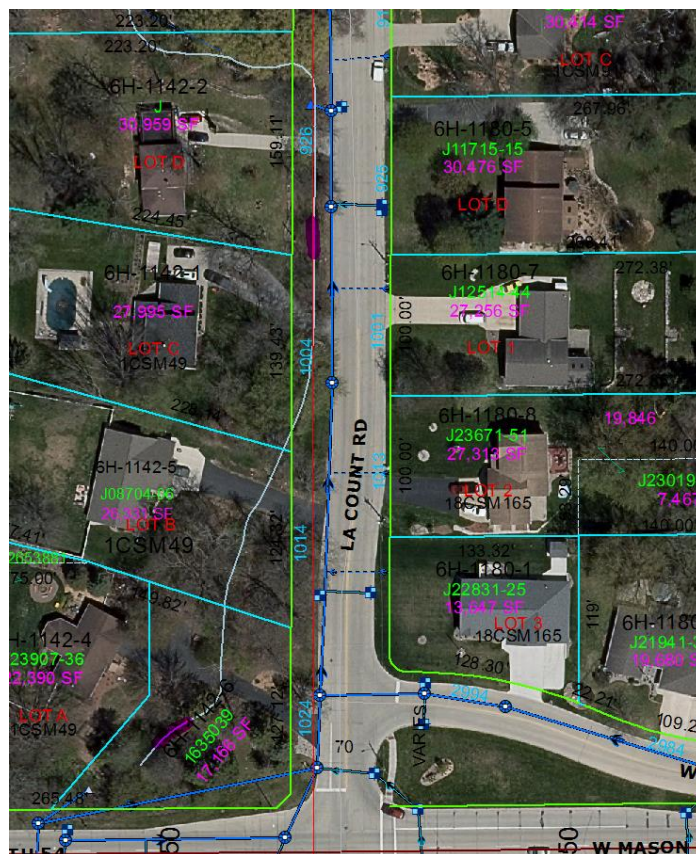
SUBJECT: 1000 Block of La Count Road – Erosion Concern

DATE: 7/28/2021

C: Matthew Heckenlaible, P.E. – Utility Manager
Katelyn Zelinski – Utility Civil Engineer
File

DPW was requested by an Alderperson, on behalf of a resident within the 1000 block of La Count Road, to investigate the potential of stream bank erosion concerns within the navigable stream along the westerly side of La Count Road. City engineering staff visited this location on July 2, 2021 to observe the current condition of the stream banks.

There was some erosion observed on the outside bends of the navigable stream bank located within 1024 LaCount Road parcel and on the westerly bank located approximately halfway between the driveways for 926 and 1004 LaCount Road. The locations are highlighted in magenta in the location map below.





DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

100 N. Jefferson Street, Room 300
Green Bay, WI 54301
Tel (920) 448-3100
Fax (920) 448-3102

INTER-OFFICE
MEMO



Natural erosion occurring along stream bank within 1024 LaCount Road property.



Natural erosion occurring along stream bank within 1024 LaCount Road property.



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

100 N. Jefferson Street, Room 300
Green Bay, WI 54301
Tel (920) 448-3100
Fax (920) 448-3102

INTER-OFFICE
MEMO



Slight bank erosion north of the driveway culvert servicing 1004 LaCount Road.

Erosion is occurring, but it is not significant and does not currently appear to pose a threat to public or private infrastructure.

If streambank erosion becomes a priority issue that the City wishes to actively address, this may be added to the list, but compared to with other areas that have been identified, this would be of low priority. A full inventory and rating of streambank erosion issues within the City limits could be undertaken especially if the City would obtain credit towards meeting TMDL and MS4 compliance requirements for streambank stabilization.



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

MEETING DATE

September 21, 2021

PREPARED BY

AGENDA ITEM # M.3

To deny all bids for GBMFD 2-21 STATION NO. 1 AIR CONDITIONING; to approve the award of GBPD 1-21 BOILER REPLACEMENT to Reeke Marold for \$84,500.00; to approve the award of RAMPS 3-21 PINE STREET RAMP PT REPAIRS to Western Construction Group in the amount of \$39,630.00.

- A. GBMFD 2-21 STATION NO. 1 AIR CONDITIONING
- B. GBPD 1-21 BOILER REPLACEMENT
- C. RAMPS 3-21 PINE STREET RAMP PT REPAIRS

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- 1. Bid Summary - Public GBMFD 2-21 STATION NO. 1 AIR CONDITIONING
- 2. Bid Summary - Public GBPD 1-21 BOILER REPLACEMENT
- 3. QUESTCDN_ Project Bid Results - RAMPS 3-21

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

GBMFD 2-21 STATION NO. 1 AIR CONDITIONING

Tuesday, September 7, 2021

Contractor	Bid	Bid Bond
AMA INC.	\$42,645	5%
JOHNSON AND JONET MECHANICAL CONTRACTORS, INC.	\$53,400	10%
Any questions, call 920-448-3100		

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT
GBPD 1-21 BOILER REPLACEMENT
Tuesday, September 7, 2021

Contractor	Bid	Bid Bond
REEKE MAROLD CO.	\$84,500	10%
AUGUST WINTER & SONS, INC.	\$96,953	5%
JOHNSON & JONET MECHANICAL CONTRACTORS, INC.	\$106,990	10%
HURCKMAN MECHANICAL INDUSTRIES INC.	\$117,650	5%
Any questions, call 920-448-3100		

[Print Results](#)

Project Bid Results

RAMPS 3-21 PINE STREET RAMP PT REPAIRS (Quest project #7997459)

Owner: Green Bay WI, City of
 100 N Jefferson Street
 Room 300
 Green Bay , WI 54301
 ph: 920-448-3100
 fax: 920-448-3102
 contact: Steven Grenier, P.E.
 e-mail: stevengr@greenbaywi.gov

Soliciting agent: Green Bay WI, City of
 Contact: Trista Hobbs
 Phone: 920-448-3114
 E-mail: trista.hobbs@greenbaywi.gov
 Bid Date: 09/07/2021 02:00 PM CDT

Award Date:

Comments:

Award Status: Pending

Bid Result/Award Information: (no information presently available)

Letting Bid Tabulation: [view](#)

Company/Contact	Phone/E-mail	Amount	Awarded
Western Construction Group Dave Grandbois	612-685-7107 davidlg@westernwaterproofing.com	\$39,630.00	
RAM Construction Services of Minnesota, LLC Al Nelson	763-792-6713 anelson@ramservices.com	\$124,980.00	
DYWIDAG Systems International Kevin L Hooley	4147027665 kevin.hooley@dsiamerica.com	\$193,345.00	



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

MEETING DATE

September 21, 2021

PREPARED BY

AGENDA ITEM # M.4

Consideration with possible action on an ordinance amending Sections 16-81 and 16-82, Green Bay Municipal Code, relating to Storm Water Management.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. DRAFT GO 21-21 - Amend 16-81 and 16-82 - Storm Water Management

GENERAL ORDINANCE NO. 21-21

AN ORDINANCE AMENDING SECTIONS 16-81 AND 16-82,
GREEN BAY MUNICIPAL CODE, RELATING TO
STORM WATER MANAGEMENT

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

SECTION 1. Section 16-81(m), Green Bay Municipal Code is hereby amended as follows:

- (m) *Fee in lieu of on-site stormwater management practices.* Where the Director of Public Works waives all or part of the minimum on-site stormwater management requirements under subsection (k)(3) of this section, or where the waiver is based on the provision of adequate stormwater facilities provided by the City of Green Bay downstream of the proposed development, as provided for under subsection (k)(2) of this section, the applicant shall be required to pay a fee ~~in an amount determined in negotiation with the City of Green Bay~~ **as provided in the City Fee Schedule**. In setting the fee for land development projects, the City of Green Bay shall consider an equitable distribution of the cost of land, engineering design, and construction.

SECTION 2. Section 16-82(b)(3), Green Bay Municipal Code, is hereby amended as follows:

- (3) Fees shall be ~~those established by the Director of Public Works~~ **as provided in the City Fee Schedule** and **shall be** billed to the applicant for actual expenses charged by the City or its consultant to review the stormwater management plan. ~~Fees may, from time to time, be reviewed and modified by resolution.~~

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

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

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

APPROVED:

Mayor

ATTEST:

Clerk

bdad

[Date]



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

MEETING DATE

September 21, 2021

PREPARED BY

AGENDA ITEM # N.1

To hold an appeal by Jessica Beaudoin regarding the denial of her operator's license until next Protection and Policy Meeting pending a recommendation letter.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. application
2. appeal_JESSICABEAUDOIN
3. Denial Memo - 08.23.21
4. DENIAL MEMO - 09-13-21.DOCX



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

MEETING DATE

September 21, 2021

PREPARED BY

AGENDA ITEM # N.2

To hold an appeal by Jason Neumeyer regarding the denial of his operator's license until the next Protection and Policy meeting pending a recommendation letter.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. sharpscans@greenbaywi.gov_20210908_101411
2. DENIAL MEMO - 09-13-21.DOCX



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

MEETING DATE

September 21, 2021

PREPARED BY

AGENDA ITEM # N.3

To deny a renewal application for a "Class B" Combination license by Strats, Inc. at 2850 Humboldt Rd on the basis that the establishment is not operational and in violation of Green Bay Municipal Code Section 4.7.

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
5. 07.26.2021_P&PMinutes



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

Minutes of the Common Council

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

Minutes of the Common Council

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 Berlinr 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 ordinance is? It's 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 and 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 manages 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 to help utility should be commended and recognized. The beauty of sciences 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 conference 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.



MINUTES OF THE PROTECTION AND POLICY COMMITTEE

MONDAY, JULY 26, 2021, 5:30 PM
Virtual Meeting. Public may join 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.

Present: Craig Stevens, Mark Steuer, John VanderLeest, Kathy Lefebvre, Excused:

Also present: Deputy City Attorney Joanne Bungert, Lt. Steve Mahoney, Lt. Nate Allen; Alder Gerlach, Alder Dorff, Alder Galvin, Alder Scannell, Director Mike Hronek,

C. APPROVAL OF THE AGENDA.

Moved by Ald. Mark Steuer, seconded by Ald. Kathy Lefebvre to Approve / Adopt / Accept.
Motion Passed.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None.

D. APPROVAL OF MINUTES.

I. The approval of the minutes from the June 21, 2021 Protection & Policy Committee Meeting.

Moved by Ald. Kathy Lefebvre, seconded by Ald. Mark Steuer to Approve / Adopt / Accept.
Motion Passed.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None.

E. REGULAR BUSINESS.

I. Consideration with possible action on a renewal application for a "Class B" Combination license by Strats, Inc. at 2850 Humboldt Rd (filed with the City Clerk's Office 6-15-2021).

(The Protection & Policy Committee has been granted final approving authority on liquor license applications, liquor license amendments and operators licenses from July 1, 2021 to July 31, 2021)

Moved by Ald. Mark Steuer, seconded by Ald. Kathy Lefebvre to Open the Floor.

Motion Passed.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None.

Moved by Ald. Mark Steuer, seconded by Ald. John VanderLeest to Close the Floor.

Motion Passed.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None.

Moved by Ald. Mark Steuer, seconded by Ald. John VanderLeest 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.

Motion Passed.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None.

(The Protection & Policy Committee took final action on this item at the July 26, 2021 Protection & Policy Committee).

2. Consideration with possible action on a renewal liquor license application by Dawn Van Pay at 1610 Cass St. (filed with the Clerk's Office June 30, 2021).

(The Protection & Policy Committee has been granted final approving authority on liquor license applications, liquor license amendments and operators licenses from July 1, 2021 to July 31, 2021)

Moved by Ald. John VanderLeest, seconded by Ald. Mark Steuer 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).

Motion Passed.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None.

3. Consideration with possible action on 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.

Moved by Ald. Kathy Lefebvre, seconded by Ald. Mark Steuer 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. Motion carried.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None

4. Consideration with possible action on the release of the 2020-2021 "Class B" Combination licenses to the pool of available licenses due to no action taken for the 2021-2022 license year.

Moved by Ald. John VanderLeest, seconded by Ald. Kathy Lefebvre 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.

Motion Passed.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None.

5. Consideration with possible action on 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."

Moved by Ald. Mark Steuer, seconded by Ald. Kathy Lefebvre 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."

Motion Passed.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None.

Moved by Ald. Mark Steuer, seconded by Ald. John VanderLeest to Motion to reconsider.

Motion Passed.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None.

Moved by Ald. Mark Steuer, seconded by Ald. John VanderLeest 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."

Motion Passed.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, No- Kathy Lefebvre, Abstain- None.

6. Consideration with possible action on a request by I.T. Department to discontinue use of Green Bay Public Television Channel 4 in lieu of repairing malfunctioning equipment.

Moved by Ald. John VanderLeest, seconded by Ald. Mark Steuer to approve a request by I.T. Department to discontinue use of Green Bay Public Television Channel 4 in lieu of repairing malfunction equipment.

Motion Passed.

Yes- John VanderLeest, Mark Steuer, Kathy Lefebvre, No- Craig Stevens, Abstain- None.

7. Consideration with possible action on 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.

Moved by Ald. John VanderLeest, seconded by Ald. Mark Steuer 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.

Motion Passed.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None.

8. Consideration with possible action on a request by Ald. Scannell for the city to pass a nonpartisan redistricting resolution. Proposed resolution language on the 2nd page.

Moved by Ald. Kathy Lefebvre, seconded by Ald. Mark Steuer to approve a request by Ald. Scannell for the city to pass a notpartisan redistricting resolution.

Motion Passed.

Yes- Craig Stevens, Mark Steuer, Kathy Lefebvre, No- John VanderLeest, Abstain- None.

9. 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.

Moved by Ald. Mark Steuer, seconded by Ald. John VanderLeest 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. Motion Passed.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None.

10. Consideration with possible action on a request by Ald. Galvin to reexamine the municipal fine for possession of marijuana.

Moved by Ald. Mark Steuer, seconded by Ald. Kathy Lefebvre to refer to staff a request by Ald. Galvin to reexamine the municipal fine for possession of marijuana.

Motion Passed.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None.

11. Consideration with possible action on a request by Ald. Brunette to consider a refund of inspection charges for 2593 Sumac Place.

Moved by Ald. Mark Steuer, seconded by Ald. John VanderLeest to hold to the August 23rd meeting a request by Ald. Brunette to consider a refund of inspection charges for 2593 Sumac Place.

Motion Passed.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None.

F. INFORMATIONAL.

1. The Liquor Violation Report for July 26, 2021.

Moved by Ald. John VanderLeest, seconded by Ald. Kathy Lefebvre to Receive and Place on File The Liquor Violation Report for July 26, 2021.

Motion Passed.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None.

2. Report on Homelessness, Green Bay Police Department.

Moved by Ald. John VanderLeest, seconded by Ald. Mark Steuer to Receive and Place on File the Report on Homelessness, Green Bay Police Department.

Motion Passed.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None.

G. ADJOURNMENT.

Moved by Ald. John VanderLeest, seconded by Ald. Kathy Lefebvre to Adjourn.

Motion Passed.

Yes- Craig Stevens, John VanderLeest, Mark Steuer, Kathy Lefebvre, No- None, Abstain- None.

Minutes with Verbatim

- Post that in CivicClerk as well. So we can, one second.

- Can I tell John, there's that, there's that little like V on this, way on the side of the tablet, click there, and there's different options should come up. You want to try that, John?

- [John] I don't see it. So I guess I just have to get back to...

- You see it John, on the lower right corner, it says 86 degrees and sunny? Right next to it there's a arrow that points to the North.

- [John] Okay.

- You click--

- [John] I gotta get back onto the, back out of the other setting here.

- Oh, well, you click that on and then there's a little sound.

- I might have to rejoin--

- Mine makes a click.

- [John] I might have to rejoin the meeting. I'll see, once, here.

- On your tablet?

- I guess I'm okay.

- My tablet doesn't have that.

- Is it on the left-hand side or the right hand side for that volume?

- Right hand side. It's right in the middle, if you click that arrow, on the bottom, it's an upside down. It looks like a roof, a roof line.

- Okay.

- The line.

- I just hit it.

- Alder Stevens, we are recording. We can open up the meeting, because we're one minute past.

- All right, welcome, everybody. Welcome to the Protection and Policy Committee for Monday, July 26th, 2021 at 5:30 pm. We'll do a roll call. Alder Steuer?

- I am here.

- Alder Lefebvre?

- Here,
- Alder Vander Leest?
- Here.
- And Alder Stevens is here as well. I'll take a motion to approve the agenda?
- So moved.
- Motion to approve.
- Second.
- Okay. All in favor?
- [All] Aye.
- And approval of the minutes?
- So moved.
- I'm sorry I'm sorry, Alder Stevens, if you could hold on one second.
- Yeah. Just give us a second.
- Just let me know if I'm moving too fast.
- Yes.
- Just inhale, exhale.
- There we go, sorry. My computer is just lagging a little bit. So that was a motion by Alder Steuer and second by Alder Lefebvre to approve the agenda.
- Yeah.
- Correct.
- All in favor and passed. All right. Now approval of the minutes.
- So moved.
- Alder Lefebvre, second? Is that Mark?
- I'll second.
- All in favor?

- [All] Aye.

- Is that John's?

- I found that volume, it's, mine is on the top. It's on the top of my tablet.

- You ready, John?

- But it's fine now, thank you.

- Yes, we are on to item number one.

- All right. We'll move on to regular business. But we have a little housekeeping we need to take care of. So regarding item number one and item number two, Common Council did give Protection and Policy a final approval for these two items. And the remaining of the items will be suggestions to Common Council for approval next week, is it the 3rd?

- Yes.

- Six o'clock. All right, so the first item of business is consideration of possible action on a renewal application for a "Class B" Combination License for Strats, Inc. at 2850 Humboldt Road. This was filed on June 15th. Staff?

- Yes, so staff's recommendation is to deny this renewal application as the establishment has not been in operation, nor it, actually, has it ever opened since it was initially granted in 2020. Just a little history on the item. The applicant applied for a license last year and they notified the Clerk's Office that they were not an operation, I believe due to COVID. And were not planning on going back into business when they filed their renewal application for the 2020-2021 year. So staff's recommendation at that time was to deny as they had indicated that they weren't going to be open. And so the committee actually did deny that renewal on July 13th, 2020. However, that meeting was the one where we had, I believe the fluoridation item on, and so that meeting, if you all recall was adjourned, and then we picked it back up again, a few days later and reconvened on July 16th. And in between those two meetings, the Clerk's Office was advised, and that was then provided to the committee that the applicant then had a change of opinion or a change of intention that they were going to open the business after all. So based on that, staff no longer had a basis upon which to recommend denial, as the applicant was stating on their application that they were going to open. So the basis to deny no longer existed. So then the committee then reconsidered its initial denial and then approved the renewal application. The applicant had never had the renewal license issued to them to this date as they had outstanding plumbing issues that were issues that were never addressed. And then they, fast forward to current time, they have submitted their renewal application for the '21-'22 year. On June 15th, two weeks before expiration, when they were, when they no longer have a license as of June 30th, 2021. The inspection order still hasn't been addressed. The business is still not an operation. Accordingly, the staff is recommending denial on the basis that the establishment is not currently operational, and with no plan to resume operations and therefore is in violation of Green Bay Municipal Code Section 4.7.

- Thank you, I'm assuming Police would concur?

- Yes, Police does concur.
- Thank you.
- Chair, Strats is here. I don't know if you want to hear from them at all before we discuss things?
- I'll make a--
- Can I just ask a question?
- Yes, Alder Lefebvre?
- What is their name? I don't see any name.
- Their business name?
- What do you mean?
- The business name is Strats. The name under which they're applying for the license is Strats, Incorporated. I don't know what the establishment name is.
- Okay.
- I would make a motion to open the floor, just to hear from that party.
- Second.
- Second.
- All in favor?
- [All] Aye.
- Hi.
- All right.
- Can you guys hear me?
- All right, I see Strats, so we opened the floor for you. So can you give us your name and your address please?
- Yes. Can you hear me okay?
- Yes.
- Mm hm.

- Okay. The address of the business or the name of the business?
- No, your name and your address.
- Yep, my name is Troy Metzler, and it's 2420 Watson Circle, De Pere. And I'm also with Scott Metzler, who is the agent on there.
- At 2850 Humboldt Road.
- No, that's Strats.
- Oh, I'm sorry. 1424 Harbor Spring Circle.
- All right. Thank you. Committee, any questions?
- I guess initially, you heard what our Law Department said and we've looked at this issue before. And if you don't use the license for over a year, there's some issues with that. So we just want to hear from your standpoint, what happened here?
- Well, obviously with COVID last year, there was Smokey Ridge, there was a barbecue place. After the stay at home order was implemented, we decided that we had to close the business due to the nature of it, with smoking meats ahead so far in advance for, you gotta plan ahead and there was no ability to do that. So the concept did not work at that point in time. And then, fast forward through all of COVID, obviously it didn't make sense to open at that point. And then since then there has been, as you may or may not know, a pretty strong labor shortage. The building was put for sale, and that contract runs through September. And if it has not sold, we plan on reopening it at that point. So that's why we would want the liquor license with that. So there is a plan in place to do that. We have a front of house staff still working for back of house, and we would move forward at that point.
- I guess my question would be, even with COVID, the other businesses, we've had to deal with that accordingly, but I'm just wondering, and I'll maybe ask Attorney Bungert about that, if you have to wait that long, is there any stipulation at all in City Code, this is because of what happened last year with COVID and that, that you could put things on hold? Or is it business as usual?
- Well, I think we, I believe we had a similar issue at our prior meeting. Essentially, if the renewal license is approved now, we can't put in a stipulation that if they don't open, we can just take it back. We'd have to go through a revocation hearing to revoke the license on the basis that they're not operational, or they would need to get an extension. The other option is to essentially just hold the liquor license application, it's the renewal itself, until they are ready to open, because they still currently have a license and this is a renewal. They still have that interest in the license, and until a determination is made, it's not expired, or it's not, it doesn't go back into the pool of available licenses until a decision is made on the actual renewal application, since they've been filed before the license year expired. So that would be another option, is if they are still asking for additional time, that would be procedurally simpler versus approving the license, and then having to go through quite a significant procedural hearing and notice process, filing complaints and so forth, that would be required in order to revoke a license.

- Okay.
- I have a question.
- Yeah, go ahead. Or you do, you're the chair.
- I have a question for the owner.
- Yes.
- Troy, you say that you're in contract with this realtor until September.
- Mm hm.
- Are you planning on reopening right after that?
- Yes, if that contract expires, yes, we would, like I said, we're working towards that with some staff members that we, so we have a front of house person, we're looking for somebody back of house, so yes, there is a plan in place to reopen.
- If I recall correctly from last year, that was the same thing that was told to us last year, that you had someone that was gonna take it over. And of course it never happened.
- Yeah, and unfortunately with the volatile times and that, there's a lot of things that changed in the last year and a half, whether you put them in place to try to make that motion, keeping going or not. It's not a lack of trying in that area.
- Sure.
- So, I guess that's my counter to that.
- Okay. Thank you.
- I have my first question, Craig.
- Yeah, go ahead, Alder.
- What is the renewal fee? What is the amount of that? I'm asking this to the City Attorney. How much is the renewal fee to get it renewed? How much is that fee?
- Off-hand, I don't know, but I could look it up. If you give me a minute. You can continue on with your discussion while I try and find this.
- Alder Lefebvre?
- Yeah, okay. You presently has a liquor license, and sir, how long is that good for, do you know, the owner?

- Well, we're in the renewal process of this year's liquor license. So I guess, going back to the attorney, it's kind of in a limbo state right now, I believe that is where we're at.

- Okay. Then I'll have to ask the attorney when our, if you can wait, I know you're trying till September, but you're saying, I think, now we're saying that it has to be done now?

- Oh, we can actually hold this until September.

- Right.

- Mm hm.

- Yeah, I was gonna say, as long as he has a license, so he can still sell the property if he's looking to sell, wants to sell, 'cause the liquor license is there and that, if you hold it till September, he can renew at that time? That's a legal question.

- And she's still busy doing the other one.

- Look up the renewal fees. It's in our, it's a fee schedule that was just adopted. I'm just trying to--

- Attorney, I think there was another item on the agenda, further down, where it was like \$400.00, I thought. And then for the entire fee it was like 525.00. Now I would think that would be the same for every establishment.

- I think the item you're referring to, Alder Steuer, is for THC possession fine.

- Well, I don't know if it was that. Anyway, go ahead, I just--

- I believe it is somewhere around the \$600.00 mark.

- Yeah, somewhere in the ballpark.

- Do we have any more questions for the owner? If not, I'll entertain a motion to close the floor.

- Motion to close the floor.

- Second.

- All in favor?

- [All] Aye.

- I'm sorry, that was a motion by, I was.

- To close the floor.

- Yeah, Steuer.

- Motion to close by Steuer, second by Alder Lefebvre.
- No, Vander Leest.
- Vander Leest.
- It's Vander Leest.
- No, Vander Leest. Okay, thank you.
- I would make a motion, Chair, if I could?
- Yeah, go ahead.
- I'd make a motion to hold this till September. And I don't know if there's a specific date that we need to hold until, if there's a date. It would be the meeting. It would be our meeting, maybe, in September.
- Well, let's do the second meeting in September.
- Yeah, which would be... P and P is on September 27th.
- Okay.
- That would make--
- As far as, yes, I believe it's on, I'm sorry. I'm doing multiple things at once. P and P in September, there are two. We have one on the 17th and one on the 27th.
- 17th's a Friday.
- Yeah. Would it be the 13th?
- Or the 13th, I'm sorry.
- 13th, okay.
- 13th and 27th. Yes, I think I was seeing the seven and was transposing.
- So Chair, would that be all right to hold it till the 13th, then, September 13th?
- That's fine by me.
- My motion.
- I'll second it.
- All in favor?

- [All] Aye.

- So this is gonna, maybe we should, okay, we gotta make sure that this is gonna work out for everybody?

- So, are you asking the owner?

- As far as, Alder Lefebvre, as far as your other question, and I'm sorry, I'm still looking for the fees. The Law Department doesn't actually issue the permit. So I'm not, I don't have the fees off the top of my head. And I don't think we have anybody from the Clerk's Office here to answer the question. I believe it's in like the \$500.00 range. But again, I can't say for certain. As far as the legalities of holding, the way, because this is a renewal application, not a new application, and they did file a renewal on their previously issued or previously granted license, it doesn't go back into the pool of available licenses unless, because a renewal application was filed before the expiration of the prior year, it doesn't just revert to the available pool until council makes a decision on the license. So, because of that, we're able to hold it and it doesn't affect them detrimentally because they're not currently in operation, otherwise they'd have to be shut down, but they are already shut down, so it's not like we're, it's not, the business doesn't have to be shuttered during that time or going from open to closed, because they're already closed. So it is a feasible way of basically deferring the decision until they are ready.

- Okay.

- Thank you.

- I just want to make sure that it works out for the owner, and for the City, and everything is kosher.

- Yeah.

- Okay, thank you.

- Good luck to the owners.

- Thank you for your time.

- Thank you.

- Mm hm.

- Are you ready for that, to move on?

- One second. Yep, we are onto item number two.

- All right. Consideration with possible action on a renewal liquor license application for Dawn Van Pay at 1610 Cass Street, which was filed on June 30th, 2021. Staff?

- Law Department has no objections.

- Police Department?
- The Police concur.
- Okay, motion to approve.
- Do we have a second?
- Second.
- All in favor?
- [All] Aye.
- All right. Item number...
- Three.
- Three, yeah.
- Consideration with possible action on a request by Richard Craniums at 840 South Broadway to temporarily extend their licensed premises to the outside parking lot on September 25th for CraniumFest. Staff?
- Law Department has no objection,
- Police?
- The Police have no objections. The owner's the head of the Tavern League. We've worked closely with him before on other events. We don't have any concerns or issues about security. We know that he'll make sure everyone follows the ordinances and laws and has a safe time there.
- Perfect. Thank you. I'll take a motion?
- So moved. So moved.
- I would make, okay, so moved, I'll second.
- All in favor?
- I'm sorry, who?
- Oh, Alder Lefebvre and then Alder Steuer.
- Okay. All right.
- Do we vote?

- Not yet.
- All in favor, aye.
- [All] Aye.
- All right, item number four.
- Consideration with possible action on the release of the 2020-2021 "Class B" Combination licenses to the pool of available licenses due to no action taken for the 2021-2022 license year. Staff, how many are we talking about?
- I believe there are four licenses going back into the pool.
- I'll take a motion to approve?
- Motion to approve.
- Second.
- All in favor?
- [All] Aye.
- All right, item number five.
- Consideration with possible action on an available "Class B" Combination license by Appleton Golf, LLC, at 2255 Main Street, with a license description as 10,000 square foot, open concept with U-shaped bar, five golf simulators on left/right, with bathrooms off, must be office, and back storage. Staff?
- Staff has no objections.
- Police?
- The Police concur.
- Motion to approve.
- By Alder Steuer, seconded by Alder Lefebvre. All on favor?
- [All] Aye.
- I had a question, is this a new one or is?
- Yes, it's an available license.

- Where is the location again, too? It's on Main Street, I just wanna know.
- 2255 Main Street.
- It's the far, very far east side, past even the Main and Mason intersection. Almost close to the edge of the city limits.
- Just trying to picture it, that's all.
- What building are they going into?
- I believe it's that little strip mall, right next to Superior Liquor out there.
- Oh, so it's up on the hill?
- Yeah, it used to be the library, the Brown County Library had a branch in there. And I believe there's a fitness center in there now.
- Got it.
- I'd like to change my second, and I want to no vote.
- Okay, what we would need to do is we would need to do a motion to reconsider that, and then reconsider the vote, and then re-vote. But hold on one second. Alder Lefebvre, yes, you voted in the affirmative. Okay, so let me--
- It would be a motion to reconsider?
- Yeah, we would need a, I just need to switch back to the item, 'cause I was already on number five.
- Motion to reconsider.
- We need a motion to...
- Does Alder Lefebvre have to bring that forward?
- No, just any member who voted in the affirmative, that had the, whoever had a--
- So in the affirmative. Okay, well I'll make a motion to reconsider the vote.
- Second.
- Okay.
- All in favor?
- Aye.

- Aye.

- Aye.

- Is just the vote or I'd seconded, actually? I didn't, I had my hand raised to ask a question, and I got in a second.

- That was a vote to reconsider the previous decision. And now we have another vote as if no vote had happened.

- Okay.

- If that makes sense?

- So we just had a motion, we just had a vote to reconsider the initial approval. And now we can move on and have another motion.

- I'll make a motion to approve.

- Do I have a second?

- Second.

- All in favor?

- Aye.

- Aye.

- Aye.

- No.

- Three to one.

- All right. So that is an aye, I'll have to do a roll call vote. Alder Stevens is a yes. Alder Vander Leest is an aye. Alder Steuer is an aye. And Alder Lefebvre is a no. And then that passes on a vote of three to one, Alder Lefebvre voting no.

- Okay.

- Alder Gerlach, Chair?

- Alder Gerlach?

- May I just please ask a quick question? What does it mean an available license?

- That means that it's not a, that it isn't currently licensed, meaning it's coming from an available pool

from our pool of available licenses. So for example, when it says consideration with possible action on a class combination license, that means that premise is currently licensed. There is no mechanism by which you can transfer a liquor license from one owner to the next. It appears like you're selling the liquor license, but you're really not. You can sell the business, but ultimately the new owner of the business or the new tenant or whoever is taking over still has to apply and apply for the liquor license, go through the background checks, go through all the inspections. The license or the paper itself doesn't just get transferred over. But if an establishment is currently licensed, the way that our with that is that we don't put that license back into the pool, and then whoever is first come first serve, we allow that current licensee to surrender directly to the new licensee and the new licensee has to apply and go through all of the procedural requirements that is necessary of any new applicant.

- Thank you. And so there's a limited pool?

- I'm sorry?

- There's a limited pool, then?

- Yes. Correct. There is a quota that's set by State Statutes and by the State, as to how many "Class B" licenses a municipality can have, and that quota is established, I believe by population.

- Okay, thank you.

- Thank you.

- Mm hm.

- Alder Lefebvre?

- Yeah. It went through really fast. And I wanted to qualify why I'm saying no. I don't believe there should be another liquor store there. I'm sorry. We have the gas station with the liquor in it.

- It's not a store.

- It's not a store.

- And we just approved another one. I just, I think that's not.

- Alder Lefebvre, to clarify, this isn't a store, it's a "Class B" Combination License. So it's a on-premise sale, so like a tavern or bar or a restaurant. So it's not for sale off-premise. So it's not operating like a store.

- Yeah, but still, it's more liquor there, I'm sorry. That's okay.

- Alder Steuer, did you have a question?

- I guess, just to reiterate maybe, Attorney Bungert, for some of the citizens out there. So basically just describe that again, it's beer and wine, no, or beer and liquor?

- Beer and liquor. So the "Class B" depends on where the quotes go, but essentially we call it a "Class B" Combination, which means for beer, or not necessarily beer, fermented malt beverages and intoxicating liquor.

- I can't hear you. You're breaking up, I didn't hear that.

- I'm sorry, so, a combination "Class B" is terminology that our municipality uses, but essentially it designates for intoxicating liquor and fermented malt beverages. And that is for on-premise sales only. So essentially anything that would be like a bar or tavern or a restaurant. "Class A", the way that I remember it, is "Class A" away. It's the sale of alcohol for off-premise consumption. So in the original container, in a bottle, that would be like a grocery store, a liquor store, or a convenience store, something like that.

- I had one other question I was gonna ask.

- I'd like to make a comment.

- Oh, can I just finish my one question? I just wanted to ask the police if there was any checking, they have a place like this, I think, in Appleton. But I just, problems that you had found, with the same type of establishment?

- I know we've had, in the Green Bay area, not necessarily inside the city limits, there are a couple of other indoor golf facilities. Pretty much they're run very professionally. A lot of them is during the winter so people could go swing their golf clubs. It's in essence, like say a bowling alley, where you go play golf for an hour and you have a couple of beers or drinks while you're there playing. So we have no issue with this. We don't believe it's gonna be a party central place or a bar that's gonna cause issues in the evenings, like some of the other places in Green Bay. It's essentially an athletic place that is gonna serve alcohol to their patrons as they're playing golf on the indoor screen.

- Okay. Thank you.

- All right.

- I've got one other question.

- No, Alder Vander Leest had a question.

- Oh, that's right, mm hm.

- I just want to mention that this is an entertainment venue, with the golf simulators. If you go on the west side, in the Packer District, they have one, it's a very nice facility. It's just a lot of fun. If you're into golf, it's a great venue to attend and I think that it's gonna be a big asset as far as on the east side as for, on the east side versus the, there's one on the west side. I think it's gonna be a real good establishment. So I support it 100%. Thank you.

- Last comment, Alder Lefebvre, before we move on.

- Yeah, the other question I have is, yeah, I do want to understand which building is that in? What

form of business was there?

- I'm not sure.

- It's, do you remember the east branch of the Brown County Library?

- Mm hm.

- It's essentially right where the Brown County Library Branch is, that exact spot in that building is where this golf simulator is gonna be.

- Okay. Okay. So they're taking over where they are because the library's moving to the next one? Building?

- Yeah, I believe so.

- Okay. Yeah, it's gonna be right next to them. Okay.

- All right. Thank you, Joanne, for the updates on the licenses. We'll move on now. You ready?

- One second. All right. We are on to... Computer is asleep. Okay, on to item number six.

- All right, thank you. Consideration with possible action on a request by IT Department to discontinue use of Green Bay Public Television Channel 4 in lieu of repairing malfunctioning equipment So, Joanne, did you want to start this off? Or do we want to go to Mike at IT?

- Yeah, we can go ahead and defer to Director Hronek.

- All right, Director? Give us the update.

- Okay, good evening. Everybody can hear me okay?

- Yes.

- Okay. We started our television station in 2014. So our current equipment, the encoder, which takes the current video that we create and has to convert it to a different video stream to put it on a television station, that has broken. We received that piece of equipment in 2014 from Time Warner Cable when we took over the station. So I don't really know how old that piece of equipment is, but I got a recent estimate from Charter Communications, who now own Time Warner Cable, and that was \$6,000.00 to replace that piece of equipment. Another item that broke previously to that, not really broke, but there's a filler content in between government meetings. And that is the Classics Arts Showcase channel. And that we receive a satellite reception from that channel, from that satellite, and put it on our TV. That satellite moved location. So we have basically been down for around four months from that content until we purchase a new satellite dish or stream in Classic Arts Showcase. We still haven't made that decision. The cost for getting a new dish could easily reach \$4,000.00 to \$5,000.00. So we're looking at \$10,000.00, possibly, of replacement parts for this. And since 2014, we've just done different things. We purchased CivicClerk. We have all our content in an easily accessible format on our city's website. And currently, when we do, the council meeting

is the only thing on, is the only content, on the Green Bay Public Television station. And that is seen six days after the fact of a council meeting. So, we spend a lot of time in CivicClerk. We'll never probably get rid of it. And it's kind of redundant for us to program two different video feeds. So my feeling is, we're sticking money into a losing purpose. And there is also a lot of other equipment associated with that TV station. We purchased a programming unit, so an electronics unit, and that is, all the equipment in that room where the TV station is located, runs 24/7, 365. So we really never know when something is gonna break next. We could be proactive and go and buy new program equipment, but that's gonna set us back \$8,000.00 or \$9,000.00 too. So that's what the original cost of that was seven years ago. Also, the position never really, or, this function never really came with any funding. We program a channel with existing staff. When that staff is on vacation or has other duties, we have to give the programming of the station to one of our programmer analysts, IT program analyst. They code for us. Not really his job duties. And I guess, we're really an IT department, not a TV station, and we put all the content on CivicClerk already, so I think it's kind of redundant. That's about it, I think, I think we can just redirect all our costs to a different effort.

- I've got a question.

- Well, I have a question.

- Go ahead. Well, you're chair.

- So Director, so regarding Channel 4, do you have the information from Spectrum on how many people actually view that channel when it was working?

- No, I do not. And we'd never been able to get ahold of that kind of information.

- Have we asked for it?

- Yes, in the past we have.

- And another question. So this has been down since May 26th. Why did it take two months for us to hear about this?

- Well, we were awaiting on cost estimates, and it's really like, we haven't had many complaints about it. So we prioritize our work, and we're just getting to the estimate. We're always just considering why we're doing it anyways. And we haven't really fielded any complaints. And I'm not sure if the alders have fielded any complaints about the TV channel being down either?

- Just one.

- Yeah.

- Yeah.

- So, Alder Lefebvre, you had a question?

- Yeah, a couple of things. My husband would watch once in a while, and say, oh, there you are. Anyway. So that's one person sometimes. But I want to know, you had, there was an email said that

you were on YouTube. Would that be the video of it or what is it on YouTube?

- Whatever you see on YouTube is the same, what you see on the television station, except there's just, all the committee meetings are on YouTube and CivicClerk. They aren't on the TV station.

- Okay.

- Is there a reason why we're not on the TV for committee level?

- When we took over the TV station, we just assumed the same schedule as what Time Warner Cable previously had. So we just kept all the other content. We just basically took over running it for them. So now we got to get all these videos from other sources and put it on it. So we just took out a bunch of work and it's kind of unnecessary, I feel it is, it's totally your decision. I feel it's unnecessary because we display it in a different format that is much more usable than a television station or programming schedule. The world is--

- Alder Lefebvre?

- Okay. Yeah. I'd rather see us spend money on our security for our, against ransomware and different things. I'd rather spend on that, I think, 'cause I know we're probably going, that's something that is an ongoing thing that we to constantly be monitoring and looking at things that we have to do. So we're gonna maybe have to spend more money coming up in the, you know, there, just to make sure that everything that we have in the city is safe from these outside hackers and that. So I'd rather spend the money on that.

- Thank you.

- Chairman Stevens, I'd like to make a motion?

- One second, Alder Vander Leest. I see Randy wanted to talk too, or Alder Scannell, and Mark.

- Well, what do you want, can I go or no?

- Yeah, go ahead.

- All right. Thank you, Chair. I would ask, Craig, for us, one of the issues, and I understand that we're getting modernized and all that and the world is moving forward and that, but what about the citizenry who does not have a computer, older folks, widows, different folks that, you know, we're looking at transparency here, and I realize that these are all expenses that you might think, well, we're just spending money on that. And I was gonna ask a two part question. First of all, how do you deal with the people that don't have access to all of this technology? And then also, with this cost, these costs that you were talking about, where might that come from? Is that something that we'd have to budget for, of course, but anyway, those are my two main questions.

- As far as the cost goes, I would assume that it would have to come out of contingency funding. As far as alternate tech, I don't know how many people, there's always talk about cord cutting. What they do is cut the cable cord and they stream in the internet source. So I see more people going towards CivicClerk and YouTube to view our videos than to see them on our current television

station. Alternative methods, you can also, I don't want to say, I don't know the numbers, but many people probably have a smartphone where they can get video of our meetings from, instead of on our TV station. I think there's just multiple sources or multiple ways to get, you can go down to the coffee shop and start streaming a council meeting or a committee meeting.

- No, I have no doubt about that. But I think the question is is that there will be some people I think that will fall through the cracks on this a little bit. They don't have access to any of it. So I don't know, when do we as a city or as a society decide when we're just going this way and then everybody else has to get on board or not? So I'm just looking at the transparency into things. So if any other folks can help me on that, I'd appreciate it. Thank you.

- Mike, I want to piggyback off of that. So regarding to what Mark is saying, I would also be interested to know, Spectrum should be able to tell us how many households. in the Green Bay currently do not have internet service.

- Yeah.

- How do we go about getting that type of information?

- Spectrum should be able to tell us how many don't have internet service?

- They should.

- No no, the reverse. How many do.

- There's multiple sources of internet providers in the area, so they'd have to share numbers. I don't believe competition does that.

- I mean, television, not internet, I should say TV service. And internet, yeah, they should be able to tell us, even though there's different providers.

- Time Warner should be able to tell us how many customers they have?

- That are not using their data service.

- No, no. It would be the reverse.

- No, we would need to know how many people are not using the data service because the director keeps saying that we're using YouTube and we're using all these other outlets, well that's data service. We might have an older generation that doesn't have that service. So they're going to the TV to find our local government.

- No, no, no, Spectrum should be able to, like you said, you requested how many people were watching it, and Spectrum was not telling us. That's what we need to know. How many people in Green Bay were actually viewing Channel 4.

- Channel 4. Yeah.

- Yeah.
- That would be the question.
- That's what we have to press for, to find out. Right? Right, Director?
- That would be nice if you could get it. Alder Dorff was trying to talk too.
- Yeah, hold on.
- I think Alder Scannell was first.
- Yep, Scannell's first.
- Sorry.
- Go for it, Alder.
- Am I on now?
- Yeah.
- Okay. Just a couple of things. One, first, Director, Mike Hronek, the YouTube channel streams live, as well as video, correct or no?
- Correct.
- Right, so they can, and as far as the TV, the only, that's not over the air. So there's probably people who don't have cable, who, as far as transparency goes, are still out because it's not over the air, they have to have cable. They have to have Spectrum.
- That's right.
- So I don't know how far, I mean, what do we do about those people's ability? And I think the number that is watching live on Comcast TV through cable is probably pretty minimal. And I would hope that they could find other sources, just like anybody who doesn't have cable is obviously gonna have to try and find another source. And what was the last thing I was gonna say? I guess it wouldn't hurt to try and get that information from Spectrum, if they'd give it to us. I mean, they may not keep track of it or they may not, for whatever reason decide it's prudent business-wise, to give out that information. But I guess it maybe wouldn't hurt to try and ask them. But, for my money, I'm thinking it's a pretty small number, I think in that, we don't worry about those who don't have cable. Why should we worry about those few who are watching Spectrum, watching it, when there's so many other venues they can get it from? So that's my two cents.
- Alder Dorff.
- Thank you. Director Hronek, did you say it doesn't even air until six days after our meeting?

- Correct.

- Did I hear you say that?

- Our Council meetings are on Tuesday. And we could change that schedule, but, I just, we always just kept the schedule, the current schedule.

- Right, well, that's the current schedule. That's what people are used to. There's TV news. There's the newspaper. There are cell phones where people can look online if they want to find out what's going on, but six days after, it's too late to do much input. Knowing what our contingency fund is, would be very opposed to voting for money from the contingency fund to fund this. I don't think that we possibly can reach everyone, but if people, the person really wanted to know what was going on, there would be a way they could find out. There definitely would be a way they could find out what was going on with city government, such as calling their alder. So I am very much against continuing this TV station. And maybe let Appleton do it for awhile. Thank you.

- I'd like to make that motion, Mr. Stevens?

- Oh, I have a question. Hold on, Alder Gerlach. Director, my question for you is, we had this service for the Channel 4. It feels like we've been under-utilizing it. Is that correct?

- We changed with time, where we utilize the internet and streaming, not the TV station.

- Okay.

- We're duplicating an effort, and we're going toward a modern viewing of video. But it's just a decision we made. You could call it under utilized because we're not putting on committee meetings and all that kinds of, yeah, so I see where you're going.

- Okay, Alder Gerlach?

- Director Hronek, I thought I heard you say something that didn't make any sense to me, and I just, I must've heard it wrong. I thought I heard you say that neither any of the committee meetings nor the council meetings are on Channel 4? Did you say that?

- Council meetings are on Channel 4.

- But not the committee meetings? And the council meetings are six days later?

- Yes.

- Okay. Thank you.

- And then, do you, by chance, know how many other cities are using this type of service in Wisconsin currently?

- I could probably get that number. We used to program Brown County, Appleton, a couple of other stations. And I don't know if everybody recalls, probably some weren't here. Maybe five years ago,

we had to start complying to ADA requirements, which meant that, if we were gonna broadcast live, if we were gonna live stream this meeting, in the change in the COVID world, we would have to have 99% compliant closed captioning. And there's not a service, there's not an automated service, that kind of meets that 99%. So we take all our meetings and give the video to a transcription service called Rev.com and they hand-type all our closed captioning. So when you see closed captioning on CivicClerk, that is from Rev.com. So, I don't know when we go back to normality, but I don't think we'll be live streaming, because then we don't meet our requirements.

- Alder Lefebvre? Oh, you're muted.

- That's exactly why Brown County has not done it, because they said that apparently the cost and everything, it was just not worth it, doing the Brown County board meetings.

- Yeah, they're not the only municipality who backed out when we made that decision.

- When you had to do the ADA? Yeah.

- Yes, mm hm.

- Mm hm.

- Is there any other questions or comments?

- I'd like to make that motion, Craig.

- I'll second it.

- Well, wait, what's your motion?

- My motion is that we follow our Director Hronek's lead on this and that we discontinue the use of Green Bay Public television station number 4, in lieu of repairs and all the rest, that we're gonna take his recommendation. And I support his scenario of it, and that we discontinue it. So that's my motion.

- Before we get that second, Joanne, do you have a comment?

- Do I?

- I don't have any other comments, no.

- Yeah.

- No, I just wanted to chime in that that's just going to be a motion to approve the request.

- My motion, to approve the request of Director Hronek.

- Yes.

- Yes.

- I will second that, with the hopes that transparency will be attained, in all ways, as we move forward. So I will second that.

- Thank you

- Okay, so all in favor?

- [All] Aye.

- I will be a no.

- Correct. So Alder Stevens is a no. Alder Vander Leest is an aye. Alder Steuer is aye. Alder Lefebvre, aye. That passes three to one, with Alder Stevens voting no. Okay, so noted.

- Ready?

- All right. Yep, on to item number seven.

- Consideration with possible action on a request by Alder Lefebvre for an update on fireworks, requesting that Green Bay shorten the time permitted to sell fireworks to two days before the 4th of July and ends on the eve of the 4th of July. Staff, or Alder Lefebvre, who wants to start?

- Yes, I think a lot of alders probably got all kinds of calls, constantly calls. People are, well this year I heard them in May, people shooting off fireworks. It becomes where there are a lot of elderly people, there are people with dogs, and they've been calling me and saying, you know, this is really, the dogs, especially, the pets, really suffer from this. And they go too far. And unfortunately, how to say this, I know the police will stop some of these kids and they'll just tell them not to do it and they leave. And then they end up going somewhere else and shooting them off. There's no teeth to our ordinance, that there's a fine if you're shooting off fireworks. I forgot what the amount is, it's a hefty amount. But there's nothing, there's no consequences for people illegally shooting these off. And so I'm making this request to try to calm it down where they can only buy it for the short period of time, which is appropriate, it's supposed to be for the 4th of July. Not for months ahead or months after. So that's my request, because I've had a lot of people contacting me. I don't know if Randy, if you had people? Alder Gerlach, Alder Dorff? Okay, Randy wants to speak.

- Alder Scannell.

- Yeah. I don't know if that there are many people selling fireworks within the city limits. Most of the firework establishments I know are not within the city limits. So I don't know that this will practically do anything, except for if there is anybody selling within the limits, it would pretty much end their business. They won't be able to, no one's gonna be able to do it. So if you want to just drive the business outside the city, I don't think that does anything as far as people shooting them off. If people want to buy fireworks, they'll go, they don't have to go that far to be able to buy them. And so I appreciate the effort, but I see this as kind of a futile one. I'm not sure what can be done about this. I know every year it's an issue. This year I think it's been even crazier. I don't know if coming out of COVID had anything to do with that? People are just really letting things snap or what. But it is an

issue every year. But I think past years it certainly hasn't been like it was this year. And I don't know if that's gonna be true next year or whatever, but anyway, I would think, if we're gonna do something, let's try and figure out something that would be effective. I just don't see this as being, I think it's a notable effort, but I don't see it as being practical in any way to solve the problem.

- Thank you. Alder Steuer?

- Thank you, Chair. I'm gonna piggyback on what Alder Scannell said. I'm in touch with Representative Sheldon's Office about this. I've had phone calls, like a lot of the alders have had as well. And kind of the unusual thing in Wisconsin is that you can sell fireworks, but you're not supposed to utilize them. It's kind of like the head shop. You can sell the paraphernalia, but you can't use it. So it's kind of a, it really comes down to a state issue. And in Minnesota, you can't sell them. Here you can. So I've. Representative Sheldon's office, and she is doing research on it right now. And I'm hoping that there's some steam that can be built up with this and brought to the State of Wisconsin so that they can deal with it there. Locally we can't do a whole lot. Like Alder Scannell said, they sell these outside of the city limits, so we have no jurisdiction over them. So it is what it is. So if you want to change this, you're gonna have to change it I think at the state level. And I'm starting that now. And I think some of the other alders that would like to piggyback on this, I think that we should move forward and try to work together as a unit, if we decide to go that route. So that's my point.

- All right, Alder Lefebvre?

- There is one that's right on the corner of University and Elizabeth. He sells all kinds of stuff. And that's the real big complaint in my district, that he was selling a lot. People were using it. And my, I dunno, maybe I got crazies in my district, I don't know, that really loves shooting off fireworks. This has been going on years in mine. I'm surprised they haven't burned down buildings with how much they shoot off. And some of this, I mean, it's not just little stuff. It sounds like dynamite they're shooting off. Even in here, at Bay Beach, after hours. I had to go over there and yell at that person to stop it. It was almost 12 o'clock and he's still shooting it off. So that's the problem that we're trying to solve. Yeah, the state would be good, but I dunno if we're gonna get any traction there, with the state. But I do know one on University, he sells, and he sets up two weeks, three weeks before the 4th, and people are just, they're stupid, they're spending their money on this stuff. I mean, it's not cheap. I think they should spend it on their families instead, but you know, we could have an ordinance for us. It would help to control some. And I'm sure there are some other stands around that maybe you aren't aware of, but it would kind of help a little bit here, but, yeah, I think it is, it's kind of a, I dunno, it's kind of a weird law that you can sell something that's illegal to actually use. And yeah, it would have to change at the state, but I don't know if that will happen. Maybe I can bring it up to the Brown County board, a county ordinance, I don't know.

- Okay, so Alder Lefebvre, I have a question though, what do you mean update on fireworks? You're looking for staff to give you an update on something?

- Well, no update, well update the ordinance, 'cause there is, they can sell it. There is nothing in the ordinance that they can't sell it. So I'm just trying to change, I should say change the ordinance, maybe, or add to the ordinance.

- All right.

- Sorry.

- So hold on, Joanne, do you want to chime in on this? Yet?

- I'm trying to think if I have anything to put in that would be separate or different from what everybody else mentioned. I was just briefly reviewing the statutes, and like Alder Steuer mentioned, regulated by the state, it just basically defers to the city or municipalities to sell the permit. But that's the extent of it. So if it sounds like Representative Sheldon is looking into doing some changes, then ultimately it would come down from the state level and give us a little bit more direction on how to best deal with it.

- Okay.

- Alder Galvin, Alder Galvin was, he might have more.

- Before Galvin we have Alder Dorff.

- Thank you, Alder Stevens. So I had only gotten one concern about this from a constituent, and his concern was about, is crack down on the ones, the stands, selling illegal fireworks. And again, I know that there are just two kinds of fireworks that you can set off, the snakes, and I forget the other kind, but--

- Sparklers.

- Sparklers?

- Sparklers.

- Okay. But I don't know that there, I mean, are there. Works or are the fire, it's just okay to sell any fireworks? But maybe Alder Galvin knows that and police, or actually, we actually have other police here.

- Ask if anybody else knows.

- Oh, okay.

- So--

- Alder Galvin?

- All right, so anything that flies in the air or goes bang is illegal. So you're gonna have snakes, sparklers, fountains, smoke bombs, there's any list of things, as long as they don't fly through the air or go bang they're legal.

- But, I'm saying, it's just still legal to sell them.

- Well, at one time, and this is where I would ask Attorney Bungert to take a look at the statutes.

You actually, to buy those fireworks that fly through the air, go bang, you had to have proof of insurance, showing that you had liability insurance.

- No, they don't.

- And I don't know if they changed the law on that. And that might've been what opened the flood doors. So you can actually possess fireworks that are illegal to light off. And it was a scam pulled by the firework lobby, and they got a bunch of legislatures to buy in. So really the only way to stop it from happening is, the citations for the users and also would be to see, are we issuing permits to the people that sell the fireworks we don't want in our community? See that Menards and some of the big box stores are selling fireworks that I believe some of them would be illegal if they're used. And so, and if we've got tents and that setting up, I wasn't aware that the city sold permits to these individuals. So I guess, I would hope that staff would check into that or has checked into it and we'd go from there. But really, if you want to stop it, you gotta stop it at the state level. Or we gotta get a lot more cops out working and have them actually take action the first time, instead of some of the policies that were established over the years, when we had a mayor that said it was okay to do illegal fireworks. And so the police were told to stand down, basically. So it takes a change of attitude in government and the police department from the top down on enforcement. It's gonna take a change in the state legislature to change the laws. Thank you.

- Mm hm. And that's what's wrong. I'm sorry, I've had a few people tell me that the police do not, if they're the kids, they just say, okay, just don't do it anymore. And they're not issuing any citations. They're not taking the fireworks away, I heard. And unfortunately some are Hispanics and that, and they don't want to make an issue of it. And this is something that if we have an ordinance, we have to enforce it. If we find people with fireworks, at least if they're kids, take it away from them. Don't allow them to have them anymore, shoot them off. If you catch them a second time doing it, then they should be fined, 'cause the fine, isn't it like \$600.00 or more? I thought, it was pretty expensive.

- Alder Lefebvre?

- Yeah.

- I would respectfully disagree with you. When we do come across kids with fireworks, we do confiscate the fireworks.

- Okay.

- Yes, there are times where we might not issue the citation, like every citation is officer discretion. You have certain times a year, like your timeframe, right around the 4th of July, in terms of priority calls. I'll let you know what our procedure was this year. If we got a complaint on the firework or for a loud noise, we would investigate it. Or if it was too close to a house where someone was worried it would cause damage, we would investigate it. I can tell you, I received a lot of anonymous, on the city's website, the request for service, where they would remain anonymous. And they would email it to me on a Friday night saying someone's lighting off fireworks somewhere on the east side, is what I would get. And I could tell you with my schedule, and even on our request for service tab, it says that it's not monitored 24 hours a day seven days a week. I wouldn't see that email until Monday morning. And by then, whoever's having the party, it's done and over. So yes, like Alder Galvin said, yeah, if we could put more police officers out there, it's just pretty much the week before, and with

the 4th being on the Sunday, we were pretty much, from the end of June, up until the 4th of July, the day after, it was not a priority call for us here at the police department, unless someone called to complain, hey, it's gonna cause damage to my property or it might cause a fire because it's too close to the house. But a lot of the calls we get on them, they're anonymous, and they'll say it's somewhere three blocks east of me. I live on Elm Street, it's three blocks east of me. We'll go and try and find out. We just don't have the time or the manpower to stay there. But if we do come across kids, we do confiscate the fireworks. We have a big garbage can here, full of water. We bring them back to the PD and we dunk them in the water to get rid of them. So whoever was telling you that, could there have been a time some kid might've had fireworks on them that we didn't see? Yes. But if we see them and they're lighting them and causing issues, we do confiscate them.

- Okay, thank you.

- Chairman Stevens, I'd like to make a motion?

- Go for it.

- Receive and place at file at this time, until we get something down the road from the state, just to receive and place on file, the request.

- Do I have a second?

- Thank you.

- Do I have a second?

- That probably would be the route to go, because no matter what we do locally, it's just, you know, we spin wheels a lot of times. I would second it, with the fact that we could bring this back up. But again, like I said, I'm looking for the state to do something. And I think it's important that we pursue that angle of it right now. I know Alder Lefebvre doesn't think anything can happen, but I think if you got a little groundswell of support, you might be able to do something. So, I will second it because of that.

- And I'll make a comment too. I think we also need to rely more on, like Alder Galvin said, see if we get more officers out there to combat this issue with fireworks, especially during the week of the 4th. And that's something they could look at in the future. But I see Joanne has a comment.

- Just really quickly. While the discussion was going on I was just kind of briefly reviewing the statutes. And it looks like under State Statute, the definition of fireworks don't include anything that leaves the ground. It's essentially like sparklers, a toy snake, the fountain, like things that produce audible or visible effects or have just a certain amount of explosive mixture. So those items that go up into the sky that are usually used for like commercial, like fireworks displays, are classified separately, and I think are defined potentially as explosives under federal regulation. And so that's what the state legislature currently and what the state statute currently, are classifying fireworks in the state. So it wouldn't necessarily apply to those that leave the ground or explode in the air. And then it does provide municipalities to regulate, but within the confines of what the state provides. So kind of in line with the discussion of seeing what our state representatives are able to accomplish with respect to changing the regulations, that would still be in line. If they do putting something that's

a little bit more restrictive and give municipalities a little bit more local regulation with respect to prohibition. Currently it applies to, any city can enact an ordinance to define fireworks, which includes what the state definitions include, to prohibit the sale of fireworks as are defined under the statute and to regulate the sale, possession, or use, as defined by ordinance of fireworks. Again, the definition of fireworks that are permitted in the statute. And we can have something that is, it can't be less restrictive than what the state provides, but it can be more restrictive. But again, if the state legislature is looking to make changes, then it would follow suit for us to hold off and see what the state does, and then go from there.

- Okay, Alder Scannell?

- First of all, there's three classes of fireworks. Class C is the fountains, sparks, sparklers, that kind of stuff. Class B is the stuff that shoots up in the air and goes bang, bang, bang. Class A is the stuff that shoots up in the air and goes bang, bang, bang, like you see on 4th of July. It's a matter of amount of powder. So what we're seeing a lot of, our biggest complaints are with Class B fireworks. And if we can, I didn't know, we could do this, if we could just outlaw selling Class B fireworks within the city limits, maybe instead of putting a timeframe on it, do that. That's the problem, is the Class B fireworks. So I would maybe recommend amending the motion to just outlawing of Class B fireworks within city limits. I don't know, I mean, again, you're not gonna have to go very far to purchase them. There's no such thing as illegal fireworks. It's true the Class A fireworks are federally regulated, but Class B fireworks, all you need is a permit and that's what the places that sell fireworks do, they have a permit that says on this date you can come to this place and shoot off your fireworks. And the person who buys the fireworks agrees to that permit. But then of course, they take the fireworks and they do whatever they want. That's what makes the sale legal. So I don't think there's much we're gonna be able to do about that, but especially, we have no control at all around the surrounding areas. But if we can prohibit the sale of Class B fireworks within the city limits, that might be something. Like I said, you don't have to go too far to get the Class B stuff, but I think that makes more sense than just a few day limit. It's really the Class B fireworks we want to put a lid on. Thanks.

- Yeah. Alder Lefebvre?

- My question is then, if we did put in a motion tonight, as Alder Scannell mentioned, prohibit the sale of Class B, that means that nobody within the city could sell those? So then there would be no need for my motion, what I have, or what my request, but it would change it.

- Well, we would need Alder Vander Leest to change his motion.

- Yeah, we didn't vote yet.

- But go ahead, Joanne.

- Yes. So we would need, I think at that point, I would probably recommend it being referred to staff to do a little bit of research, simply because the statute doesn't necessarily designate or classify the fireworks as Class B, as Alder Scannell was providing. It just classifies all fireworks. So then we would need to do a little research to see if we can pick and choose from that list as to what can be prohibited, what can't be prohibited, and so forth.

- I'd agree with that.

- If we look at one, if you look at, it's 167.10 Regulation of Fireworks. Fireworks is a whole list of things. Everything from fuel to a firearm cartridge, to a flare, to a sparkler, to a model rocket engine, to tobacco, a home fountain, those are all inclusive. It's not exactly the way that Alder Scannell was mentioning.

- So I'd ask--

- I'm saying the point is, that way we'd need to look into, we need to look into specifically as to which of those items we would be prohibiting.

- So I'd like to ask Alder Vander Leest, would you want to change yours to directing the staff to look into this?

- We could do that. We could do that, in other words, also, receive and place on file, but recommend that the staff would. So we'd have more answers at this time, in other words, when they come up with the answers that they would give us the feedback of what was revealed.

- Refer to staff, then? Would that be the motion?

- Okay, before I get a second, Alder Gerlach's been waving her hand over there.

- Maybe this is a moot point now. I've been trying to follow this and you always talk about not being able to sell fireworks. Do I understand that there is already an ordinance, because it's a state statute, that bans the use of Class B fireworks in the city limits? No?

- No. Wait?

- Yes.

- Our Ordinance 18-93 provides that fireworks purchase and use prohibited. The mayor is authorized by statute to delegate to the fire chief or their designee the authority to issue permits for the purchase and use within the city of those classes of fireworks and pyrotechnics authorized by said statute.

- But you said fire chief?

- Fire chief or designee, that's the way that our ordinance is currently .

- So can the fire department issue tickets?

- No.

- They issue the permit.

- Okay. But they cannot go out and issue tickets for illegal use? Okay. Randy?

- Yeah, to get a permit, that's where you go. The places that sell these things that have a permit, like I said, they have a permit that says specifically a date and a place they can be shot off. They have to get that from whoever at fire, the fire chief has jurisdiction over that area. So we could, I don't know if our fire, if we have issued any permits for those kinds of displays within city limits, I don't think anybody's ever come, I'd be surprised if anybody's actually done that. So all the fireworks that are Class B that are being shot off, are shot off illegally. It's not the sale that's illegal. It's the shooting them off that's illegal, because they're not following the permit they signed to purchase the fireworks. So anybody who wanted to, like, let's say you want to have a big party, a 4th of July at a park, and you want to shoot out fireworks that are Class B, you could go to the fire chief to get the permit for that. And it'd be for a specific date and a specific place.

- All right, thank you. So we have a motion to refer to staff. Do I have a second?

- Second.

- All in favor?

- [All] Aye.

- All right, thank you, Alders, for your, are you ready, Joanne? Okay, consideration with, go ahead.

- Yes, go ahead.

- Number eight, consideration with possible action on a request by Alder Scannell for the city to pass a nonpartisan redistricting resolution. Proposed resolution language is on the second page. So Randy or staff, who would like to go first? Alder Scannell?

- Sure. Okay. I just had to make sure my mic was on. I had minimized my screen. I couldn't tell if my mic was on. Yeah. The League of Conservation Voters has asked me to bring this forward. It's a nonpartisan group, and I've had, certainly many others come to me on this issue. It's really a bipartisan issue, as the League of Conservation Voters is. The majority of citizens want this. Polls show that 72% of voters want a nonpartisan commission to draw legislative maps. 56 counties have passed it, including Brown County. There's, as far as the breakdown, 63% of Republicans agree with this, 76% of Independents, and 83% Democrats. So this really isn't a partisan issue to me, it's a practical issue. I don't think, looking at ourselves, we would think that it'd be appropriate for us to draw our own districts. I don't think why we would think it's appropriate for other politicians to do so. So I'm all in favor of sending this resolution to the state to lend our voice, to those who are fighting to get fair maps.

- I have a question.

- Alder Steuer?

- Thank you. Alder Scannell, you put this together then, correct?

- Ah, well this is actually--

- Or is it a standard?

- Well, it just came from, all the whereases came from, what was it? I forgot, Stevens Point City? I forgot exactly where. But I tweaked the resolution, so this is--

- Okay, well I'm glad you mentioned about the various parties, the percentages and that, because it's like anything else, everything is so politically charged these days, you gotta be careful, I think. I think having correct redistricting maps is a good thing. I know it's been an issue forever and a day. I don't know how you're ever gonna fully get away from all of that. My question is like who, and I probably have heard this answer, but some of the folks that redraw, let's say for Brown County, well you have to wait until the census figures come in. So partly is when is the timeframe when that will happen? And then also, who will be doing it? So if anybody can answer that, I'd appreciate it.

- Most people are advocating for is the Iowa Model. For quite some time. And it's worked out pretty well, as far as nonpartisan redistricting. And it composes a group of politicians and independent citizens who have a stake, or stakeholders who are in this subject. So there's a way to compose the group to redraw the maps that would really take a lot of the partisanship out of it. The last time this happened, the party in power did so with computer software that they ended up destroying. And they did it in building offsite from the Capitol. It was really pretty shady. And I really don't see how, I know there might be, some people think of this as a controversial issue because there are some politicians who are very vocal about this, but I don't know why we need to listen to them, just 'cause they and some of their media outlets favor their own empowerment, it's not something we should, I feel, need to pay any attention to.

- All right, well--

- Any other questions? Alder Lefebvre?

- One thing I want to say, we mentioned Iowa, and they're becoming very partisan. But they have kept it. They have not changed it. I think they, everybody likes it. They feel it's fair. It's simple. And it's a good thing to do. So I think if Iowa still keeps it, I think that's definitely, we should be pushing for this. And as Randy has mentioned, I know all the statistics too, that so many, this has been put up as resolutions in different cities and counties and people overwhelmingly support this. They think this is fair. This is the fair thing to do. And I would say, too, one party who's right now questioning our last election, oh, everything was wasn't done right. It was improper. Don't wanna do this improper. So, I mean, come on, let's do the same thing. Let's do something that is fair for everybody. And this is the way it should be set up, that you should be voting, the voter should be picking your representative, not the representative picking their voters. So yeah, we support this. This is a good resolution, I read through it. It's very good. It's very fair. It doesn't mention, it says, I don't care who does it, I don't care if Republicans are in there, I don't care if the Democrats, I know the Democrats did it before, but now it's getting worse. I mean, it's just going so far. It's time. Thank you.

- Do we have any more comments on this?

- I'd like to make a comment, whenever you've got a chance.

- Alder.

- Alder Gerlach first, she can go first.

- Who?

- Alder Gerlach?

- Oh, she's--

- She had her hand up.

- Oh, she did? I didn't see it. Sorry. Alder Gerlach?

- So my comment is absolutely technical. Of course I completely support this. I would just beg to make this grammatically correct, and in the future to start making all of our resolutions grammatically correct by moving to the second section and from there on removing the comma after whereas every single time, because it doesn't belong there, even though that's what most Americans are doing. And please remove the comma after therefore be it resolved. Those commas don't belong there. Let's start doing it right, please.

- I think I didn't bother. I was so busy, I just typed out what I had. I'll go over it.

- And I know you just copied it, because 90% of them are like this. but Matt Matousek and I are on a mission to try to get it right for the City of Green Bay. So only the first one should have a comma after whereas. All those other commas need to go.

- Yeah.

- Thank you.

- And if I may add, I meant to end up with this, is if we could refer this to staff, the Legal Department, so they could give it their go over and their blessing or change anything that they think needs changing. And then instead of coming back to committee, if I could then go right to council. 'Cause anything--

- Yes, if the committee just wants to approve the resolution, then we can have staff look at it and get it finalized for council. So then it will be in the report for P and P. And then in the resolution section, under the agenda, it will be formatted the way that it should.

- Okay.

- Okay.

- I'll take a motion?

- Well, did, Mark has--

- I just want to make a comment before you--

- I had one comment.

- Okay, Mark? Alder Steuer?

- Okay, just one quick comment. Like I said, I think generally it's pretty good, but like I said, like anything else, if we approve it tonight, then that's it. So if there were any of these slight tweaks that might need to be made, is this, well, I guess this is time sensitive? If I see a lot of head nods, time sensitivity, it's like anything else. There was just one line in there where they talk about whether this was done by the Republicans or Democrats. Granted, those are the two major parties, but there are other parties as well. So, who's gonna decide who does this? It could be an Independent or a Libertarian, some other, I know you're shaking your head, Randy, but I'm just looking at this from a standpoint that there might be some people falling through the cracks on some of this, where you're just looking at the power that be.

- They're the ones who decide. No Independent will be able to, if there's an Independent in the state house, they'd be voting on it, just like anybody else.

- Yeah. I knew the answer. I just was throwing it out there. So, I don't know what else I can say on it. Generally, I think it's okay. As long as it's transparent in the sense that it doesn't matter who is doing this, that's it. And the whereases, I agree with Alder Gerlach. That's all. Thank you.

- Thank you. Alder Vander Leest?

- Yes. Thank you, Chairman Stevens. My thoughts are that, I think the state is gonna be actually doing the work. This resolution is not a binding resolution, is that correct?

- Correct.

- Yeah, in other words, it's a recommendation going forward. From what I've heard on, that they might not even have time to do the redistricting. They might not get it done. It's gonna be done at a very, how would I say it? The timeframe where, on the, actually for voting and things, I think it's so close that they don't know if they're gonna even complete it in time. That that's some of the feedback I've heard on some of the redistricting. So in other words, the state is evidently behind on getting things done, is that correct? Does anybody know that or not?

- Joanne, do you know that answer?

- I believe that's true, but there are statutes on, there is a timeframe that has to be met or there has to be some kind of legislature, I think, to give them extra time due to the circumstances.

- Yeah, I know that was going in front of them. Did they vote on that yet, do you know?

- I don't think so, no. No, not yet. And even if it is off, I mean, so.

- I'd like to hear from the attorney on that.

- No, I'm not aware on the redistricting and the corresponding census that is attached to that. It's primarily in the Clerk's Office. And so we only have the updates that were provided by Clerk Jeffries the last time redistricting was on the agenda, I believe in connection with Alder Wery's

communication.

- Alder Lefebvre?

- From what I heard, the state legislators, the one party that's in control, they are looking to delay it. I think they're looking at different court procedures or something, they're trying to delay it. They want to keep it as it is as long as they can.

- Spring election.

- So I don't know what, yeah, so I don't know, yeah, where that's going. So I think we need to, and all these other communities gotta do this too. We gotta keep beating over the head on this, come on! We want this done. Let them know. So I'd like to make a motion that we, let's see, how was that, we want to approve this resolution with the changes, only the first whereas has the comma, all others are removed. And out, also, that one you take it off, the comma. And have staff check it over for the legalities or make sure that it's proper. And then it'll go on our agenda for our next council meeting as a report from Protection and Policy, and then it'll go into the resolution section. Is that right?

- Yes.

- Okay.

- Yes.

- Do I have a second? Do I hear a second?

- Who made the motion?

- Lefebvre.

- All right, I will second.

- All in favor.

- Aye.

- Aye.

- Oops oops.

- Oh.

- Nay.

- Aye.

- Sorry, Alder Gerlach is trying to talk.

- I'm a nay, because I think we have to have more information. I think we need more information.
- Okay.
- I'm sorry, Alder Vander Leest, was that you're voting aye or no?
- Who?
- I vote no.
- All right. I'm gonna go through the roll call, just to double check. Alder Stevens, aye. Alder Vander Leest, nay. Alder Steuer, aye. Alder Lefebvre, aye. That passes three to one with Alder Vander Leest voting no.
- I'd like more information, personally, it's kinda vague. And I think we should hear it from our state legislators, both on the Democrat and the Republican side. And then they can help us out in a, you know, give us the real answers. So a resolution on this, well, if that's, if you want to approve it, that's up to you guys, but I'd like more information. So thank you.
- All right. Thank you. Alder Gerlach, did you still want to comment? Oh, you're muted.
- Once the vote is taken, there's no point on commenting.
- Okay. Are you ready, Joanne?
- Yes. Item number nine.
- Number nine.
- Nine.
- Okay. A request by Alder Brian Johnson for consideration with 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. I don't see Brian, but I think Alder Dorff is on his behalf.
- I am, I'm here on his behalf. And my behalf. I had actually contacted the Clerk to have this item put on the agenda as a communication and discovered that it was already on. Alder Johnson has been ahead of the game. He asked for this back in February, and it was, there was a mistake, and it was left off of the agendas. And so I also, when I told him I would speak, I wanted to give him full credit for being on top of this. I've had requests from people in neighborhood associations, my neighborhood associations, that they wanted to have a food truck. The licensing fee is \$500.00 in the city. Currently we have two food trucks that are licensed in the city of Green Bay because the licenses are so expensive. And so Alder Johnson and I would be very happy with no charge as long as they went through the Brown County Process because they already have to do that. They have to go through the Health Department and I'm not sure what Brown County charges, but I think it would be an opportunity for neighborhood associations and others, to be able to have these food trucks come in. And I see at the Bellevue Y that I go to, they have food truck Thursday and food truck

Tuesday. And they, we're kind of cheating our residents out of something because it's so high for the fee. I also spoke with the Clerk and she is very much supporting what Alder Johnson and what I am saying. And she said, it doesn't take much time at all. That it's really, \$500.00 is way too high. If we want to maybe just have \$25.00 or something, we could do that. So what I'm hoping for is that tonight we can refer this to staff, so they can start working on it, that we don't really make any hard decisions tonight, because we need to see what the parameters are and how much does it really cost, and what is Brown County charging? All of those kinds of things. And maybe take it up at the next meeting when Alder Johnson is available.

- I would make that motion, for refer to staff.

- Do I have a second?

- Second.

- [Steve] Before you do that, could I bring up, I remember talking to Celestine about this issue probably three or four years ago. Another issue that the police department has is the way the boundaries are written or drawn, where food trucks can legally operate in the city. It is very convoluted. It's very difficult. And I do remember, I thought the Law Department, we were all working together to try and redistrict those?

- I see--

- Yes.

- Oh, if I can, sorry, if I can jump in?

- Go ahead.

- Unless Alder Dorff goes first. So yes, so I believe it was actually, so the revision of the food truck ordinance in general is something that's on the Law Department's to do list, which we all know is very long, but it is on there. We just haven't, obviously, we've had just higher priority things that have come ahead of that, particularly in the last year or so with the pandemic. So we weren't able to address it. But last year I believe we did pass an amendment to the ordinance that stripped away as much of the ordinance as possible and just left in the bare bones requirements we needed in order to adjust to the pandemic reality. So that was implemented last year. So as Alder Dorff was mentioning, the Law Department can certainly start looking into this a little bit more and just was asking for any recommendations, which I did note, to specifically look into those actual costs and work with the Clerk's Office as to what a reasonable fee should be for administrative costs.

- I'd like to make a comment, Mr. Stevens, whenever someone's--

- Go ahead, Alder.

- I think if we made, we should do a little checking, like our attorney said, the actual administrative costs, how much it costs to put everything in it. It wouldn't be out of the ordinary for a business to, in other words, it's not a real high fee. And I know there's quite a bit of paperwork involved. And so, they might want to look at what it actually costs to do all the paperwork for the staff and everything,

that we cover our costs there. And I know the \$500.00 fee is a lot of money, but maybe if we can get it more like \$100.00, that would be, cover some of our costs administrative-wise and make it so that people that are in on the food trucks that they'll be more in tune with what the city really wants. So that that'd be my recommendation, a \$100.00 fee. So they can write that on the books, as far as their information and take it with them right now. So thank you.

- Okay. Alder Steuer, then Alder Galvin.

- Thank you, Chair. I guess the question I had is with the permit, does the permit cover just the event that they're at? Or does it cover for a year? I just needed a clarification on that.

- I'm not sure what the timing of it is, but it actually licenses the actual, the establishment itself, so to be able to actually operate a mobile food vending business. So it's not per event.

- So it's a one time fee, per year, is it per year?

- No, it does renew, I think, on a yearly basis.

- Okay. Thank you.

- Mm hm.

- Alder Galvin?

- Thank you. I guess this would be a question for Attorney Bungert. The fees that we're charging, are these one of those fees where we're only allowed to charge what it actually costs to administer the license?

- Yes. So typically any fees that, I don't want to say any and all, but typically when a municipality charges fees for a permit or a license, unless that fee or permit is established by statute, we do have to justify the amount of the fee so as not to be making a profit, but to essentially be recouping the cost, maybe a smidgen above. So in order for it to be a defensible fee, it does have to accurately reflect what our administrative costs are in that fee. So essentially that we are paying back for time and hours of staff in reviewing paperwork, uploading...

- Okay. So as I understand it, it's the Health Department that's really licensing these trucks to be able to make and sell food out of it. Our interest is just to make sure that they're, probably that they've got a valid driver's license, that their vehicle is lawfully licensed. I would have, I'm not in the committee, but I don't think we can charge more than what it costs to actually do it. And that would be my suggestion to you, that your recommendation, if you're going to charge for a license, would be that just what it costs our staff to do it.

- Mm hm.

- Thank you.

- Yeah.

- Thank you. Alder Lefebvre?

- Yeah--

- No, oh, no, Alder Gerlach?

- Okay.

- Sorry.

- I just have a question, because I listen to these things and I just get more confused. Alder Dorff mentioned neighborhood associations wanting to bring in a food truck for an event, and I've experienced that too. So I thought you were saying that if the neighborhood association wanted to bring in a food truck, they would have to pay \$500.00 for a license. But now I think what you're saying is a food truck or a company food truck company owner, \$500.00 per year to run a food truck, and then they can go wherever a neighborhood association or somebody wants them to go to do it. Okay, so that's a totally different picture. I just wanted to make sure I understand it. Thank you.

- You're welcome. Alder Lefebvre?

- So in last year we reduced a lot of the fees, did we not, to help out businesses, for different fees? Did we reduce this fee? Or did, no it stayed? Okay. And then we redid a lot of the ordinance so that it helped not just the food trucks, but it was the restaurants in that, right? You said that we streamlined it, or?

- Right. We took away as many regulations as we could for the food trucks, just to allow them to operate a little easier. And so those changes were done. And then as far as reduction in fees for restaurants or "Class B" establishments, we did pass a temporary, it was a sunsetted provision, that allowed bars and restaurants to sell intoxicating liquor in their original package to help them sell off some inventory while they were shut down. And then we also reduced the liquor license renewal fees down to their statutory minimums.

- Mm hm. Right. So the food trucks, the fees stayed the same. But now you're saying, too, because we took a lot of the, out of the ordinance for these food trucks, then our time spent on it, you streamlined it quite a bit. So it shouldn't take that long for us, especially if we say, Brown County has the Health Department, they'll do the main part. And then all we have to do is just make sure that the food trucks have the license from Brown County, it's just a checkup. So then we should be able to reduce that fee, I would think, way down to even like the 25 or the 50, so maybe we should make it a motion that we would ask staff to look at the ordinance itself to make sure everything is okay on that, and then our fee. Would that be a proper motion?

- When looking and reducing the fee amounts, staff essentially would be discussing with the Clerk's Office to actually look what the tasks look like in taking in and reviewing the application, if other departments need to be consulted, reviewed, and what all goes into the process of reviewing and approving the application, and then coming up with what an actual number of hours would be and then translating that into a cost.

- That'd be great.
- All right, okay, I have a question, or I guess, clarification, Joanne?
- Mm hm.
- So Brown County Health Department already issues a permit to food trucks?
- For the purpose of vending food. So like it's inspected to make sure that it's clean, they're abiding by sanitary guidelines, and so forth, because it is--
- And they also do that for brick and mortar buildings? Restaurants?
- Correct.
- And Green Bay does not do that for brick and mortar?
- No, we don't do that at all. It's Brown County Health Department that regulates the--
- Yes, they regulate all of the food businesses. So why does the city want to regulate a food truck if Brown County is already doing it?
- Because they don't regulate the truck itself, they don't regulate and make sure that the person is licensed. They don't regulate to make sure that the person, the license has sufficient vehicle insurance on the truck. Doesn't have potential violations and convictions for offenses that essentially relate, like driving under the influence, that could potentially indicate that the person may not be able to safely drive or operate a vehicle like that on our right of way.
- So, do we know if Brown County does all that? Before they get the permit?
- No. No, the Health Department, all they're doing is making sure that the facility is safe for the service of food to humans, to the public.
- Alder Stevens, I'd like to make one comment.
- They're not checking anything else with respect to the person. And then also, we also have some historical perspective. Previously, a lot of the regulations also had to do with location, because I believe the discussions at that point had a lot to do with concerns of local brick and mortar restaurants and food trucks parking, for example, directly across from a restaurant and potentially driving business away. So a lot of the public input and discussions that arose initially when the food truck ordinance was passed several years ago, was designating areas where food trucks can operate so as to not create potential conflict or unhealthy business competition with brick and mortar restaurants. So it's regulating where this business is conducted to make sure that it's beneficial for the city at large. And then also to make sure that the business is being operated in a safe and responsible manner.
- But a brick and mortar, we don't oversee them?

- Not restaurants, but bars we do.
- Right, restaurants.
- We oversee, right. Which a lot of our restaurants have alcohol served at them. There aren't that many that don't. So the ones that do have alcohol, we're regulating the license and making sure that the person--
- Sure, I understand.
- That the building is, right, okay.
- Okay, Alder Galvin, then Alder Lefebvre.
- Attorney Bungert, but do restaurants have to get a permit from the city to operate that business?
- No, the city does, not a straight restaurant. If they don't have a liquor license, if it's food only, it will go through Building Inspections, I believe, to make sure that they have, they're in compliance with all zoning regulations. And then they have to have the go ahead from, or the green light, from the County Health Department to make sure that they have all of the requirements and mechanisms in place to meet those codes.
- Okay. Craig, we had an individual that wanted to obtain a permit to sell ice cream out of a truck several years ago. The reason why it became an issue was because he had several convictions. He was issued a permit and he ended up selling drugs out of the truck. Anyway, but, and I'm not saying that's what's gonna happen here, but for that purpose, that's why the city has to know who's in these trucks, who's operating them, like trucks coming in here from outside the area, flooding the area with no control as to where they set up or how long they set up, or if they're trespassing on people's property. Or like the attorney said, there was some real angst with some of the restaurants when trucks were setting up literally right in front of their establishment, so taking their customers. And you've got taxpayers, restaurant owners paying taxes for that property, and here their business is going away. And so there has to be a certain amount of regulation, but like I had said before, I think the fee we should be charging should only be just what it costs to get them licensed and get them permitted and on the road and selling.
- Well, I agree with you on part zero.
- That's all right.
- Who was next? Alder Lefebvre or Mark Steuer?
- Alder Vander Leest wanted to talk before, that's okay, I had something else to say, but I'm not gonna.
- Okay, I'll just make one quick comment. I think we need regulation on the food trucks. We want outside venues coming in that aren't licensed, and this can keep a tab on them. It just makes for good sense. And as far as, whatever the administrative cost is, we shouldn't lose any money on the paperwork that has to be done and we should make it so that the City of Green Bay doesn't lose

money and whatever it costs for the administrative work to be done on licensing, that's what they should pay. Not anything less, not a reduced figure. These are businesses and the businesses that are running. In other words, all the regulations that they have. So I think the food trucks should be accountable as well. And I support the licensing of them, just as we've been talking about it, our attorney has been talking about, and the cost that, whenever it incurs on the administrative part of it, that's what they should be paying. Thank you.

- All right. Thank you. Alder Steuer, then Alder Dorff.

- Thank you, Chair. I know this ordinance, we worked on that for a while some years ago, and I agree with most of the comments made that they, taking business from other restaurants and things on that order. So part of it, it sounds like it, could be a combination of neighborhood associations, where you'd have a food truck come in to probably a residential neighborhood. You have food truck days in different areas. Food trucks are here to stay. That's part of society. Things are changing. People like the concept of having food trucks around. So I think that we've gotta work around it or figure that out. I think making sure of the regulation, or if there's any felonies or anything, misdemeanors, felonies, I should say, we need to look at that as well. My concern would be the location, where these food trucks would be. So if that's part of the research, if we send this back to the staff to look at, part of the research would be like, where could we locate these trucks in a reasonable manner? There might be setbacks. You might have to be X amount of feet away from a commercial area, things on that order. And I thought the ordinance kind of talked about that already. So if we refer this back to staff, I would really like to have them look at the location of where these trucks would be and the timeframe, that type of thing. Thank you.

- Thank you. Alder Dorff?

- I just wanted to say that this has been a healthy discussion. My intent was to get it referred to staff so that we could wait until Alder Johnson was here to have the healthy discussion, so we'll probably have to have this healthy discussion yet again. Please asking if you guys would just mind voting on referring it to staff, and then we'll talk when staff comes back with something? Thank you.

- Sounds good.

- I'll entertain a motion.

- I'll make that motion, to refer it to staff.

- Is there a second?

- Second.

- All in favor?

- [All] Aye.

- It was fun talking about it.

- It is.

- It was.
- And I'm sure Brian will watch the video.
- Maybe.
- On YouTube.
- You ready, Joanne?
- All right. Item number 10. Yep.
- All right.
- Good, number 10. Consideration with possible action on a request by Alder Galvin to reexamine the municipal fine for possession of marijuana. Alder Galvin?
- Thanks, folks. And I'm not looking for a real deep discussion on this tonight. What I'm looking for is for staff to do a little work on adjusting the fines. And the reason I bring this up, I did have a constituent that reached out to me and asked me to put forward a communication to either not enforce or reduce the fine to like a dollar. I'm not in agreement with that, and we had a discussion about it. But I did realize after reading several articles on fines and how they affect the people of a community, that when I found out, I asked the police, they've got a fine, I think, set at \$500.00 plus costs. And I think that was reduced to that from a higher fine, I'm not sure. But when you figure in the costs, that's over \$800.00. And I just wanna put it in perspective. If I'm making \$15.00 an hour, that's what, 80, 120 bucks a day. You're gonna have an \$800.00 fine, you're basically taking over a week's worth of wages from someone. And they pay the fine and everything. But in today's day and age, we know someone making \$15.00 an hour is probably living paycheck to paycheck. And although the municipal judge has the right to reduce that fine, if the person goes to court, a lot of people don't do that. They don't have the money, so they don't pay the fine, they end up with a warrant. They end up going to jail to pay the fine. The city pays a turnkey fee of close to 50 bucks or more every day they're in jail. It's just a, the person loses their job. They have their license revoked. They can't get to work by car. And I'm just thinking that maybe we need to be a little bit more realistic when we're fining people. And if we can figure out a way, average wage, something, we're not charging people or costing people such a large sum of their money. Sure, let's, I mean, it's supposed to be a little bit of a punishment to get that ticket. And then that's all it is, you can't go in jail or anything else for it, it's a fine. The only way you go to jail is if you don't pay it and you end up with a warrant. But to hit someone with a ticket that's gonna cost them up to two weeks worth of wages, in some cases, to me is, I think, over the top. And we certainly can't expect the officers to fill out a form and find out how much the guy's making at the time or anything else like that. So I'm wondering if we could adjust our ordinance so that we come up with a fine that, say it's \$60.00 for the first offense plus costs, something like that, to keep it within a reality that this person who has gotten a ticket and is found guilty, can't pay. And I know our judge also gives them time to pay it. But again, when you've got an \$800.00 ticket hanging over your head, that's a long time to have it hanging there. So I'm just asking if staff can, if we can recommend a staff to look into this and try and come up with some options or ideas moving forward with this.

- Thank you. So, Alder Scannell, I thought we reduced this fine to like 50 bucks?

- No no.

- Can you clarify that?

- It was like over a thousand or something, we reduced it to 500.00.

- Okay.

- And I'm all for sending this to staff to see if there's more we can do. The reason we settled at 500.00 was a couple of reasons. One, we wanted to get buy in from the PD and from staff. And they felt that 500.00 was, they still need, for example, our city attorney wanted to have it at 500.00 so that he had wiggle room to negotiate with someone that they would then, instead of contesting it, which would then cost the city, they would be more willing to plead guilty for a reduced fine, that the city would then lower it more or something, part of a negotiation tactic. And then PD at the time felt that going less than 500 was just too, I dunno, they didn't want to do it. I'm all for, if we can get, I always looked at it as a first step. And if we're ready to take another step of reducing this even more, that's fine by me, as long as we can get buy-in from PD and staff as to what's practical, what works for everybody. Super.

- All right. Thank you for that clarification.

- Alder Stevens, I'd like to make a comment, whenever you have, the people ahead of me go ahead.

- Right? Staff, but I also think we should also know how many fines were issued and how many of those were reduced by city, from the attorney's office. Alder Steuer had his hand raised,

- Thank you, Chair. I was gonna ask Attorney Bungert, it might be a silly question, but I know Alder Galvin brought up the fact of the pay. I guess there was an assumption maybe there that the folks maybe aren't making a lot of money or that they might be in a different financial bracket, as opposed to others, and there's people that have money that get busted for this as well. So I'm just wondering if there's anything that you've ever seen that will relate the fine to the percentage or what kind of salary they're making. I know that sounds like a reach, I know, like this should be a one size fits all, I would think that. But I'm just wondering if there's anything out there that would prorate it according to that? Am I correct in, you're nodding your head.

- I do believe there are some, and I think maybe this is at the Circuit Court Level, to file as an indigent person, someone who doesn't have any source of income. But I'm not entirely sure if that's an option at the municipal level. And as far as our numbers, as far as how many of these citations were reduced, I think we could possibly look into that to see what records we have within the last year, as far as how many possession of THC citations there were, how many were contested, how many were negotiated down? However, the numbers are, I do have the actual numbers of what the bond amount was previously. So previously, our max forfeiture amount was 1,000.00. So we reduced that to 500.00. But with costs that was 1,321.00 down to 691.00, because there's the citation amount plus court costs for the ticket, if they contest. So the bond amount that was set by the judge previously under the old \$1,000.00 max forfeiture was 880.00. So the ticket was 650, or the ticket itself, the citation amount was 650 plus costs, a total of 880. Following the amendment of our

ordinance, the bond. Amount of 502, so that's a ticket of three. That is what the police officer defers to, \$350.00 plus costs, so it's a total of 502.00. So that's how that's currently is in place.

- Did we make a motion on this? I don't think so?

- I'd like to make a comment before we make any motions.

- Okay. I'm good.

- Alder Vander Leest?

- I might want to remind the city council and our committee, that there was a long discussion on this already. They had a woman come up there and mention that her daughter was killed by a person that was using marijuana for the whole day. Her daughter was killed by this person and her daughter's not with us now. And she made that comment that she didn't think anything should, I think the city council did a reputable thing. They reduced the fines down, and they're working with Brown County and the surrounding communities. And I think that as far as reducing anything down, people that are under the influence of alcohol, they get pulled over, they get a fine. They don't ask them how much money they're earning. They're driving erratically, they get pulled over. And if they're using marijuana and they're driving the same way, they get pulled over for the same thing. And these are situations that are very serious, as far as, this woman lost her daughter, from a person that was using marijuana. The guy admitted that he was using marijuana the whole day, and he piled into the person. So, I think as far as reducing the fines, you might want to look at more education methods, not reducing fines. In other words, drunk driving, you talk about drunk driving, driving under the influence of marijuana is just as serious as drunk driving. So I think that they should look at more educational things as far as how we can reduce some of these situations rather than reducing the fines. We want to make it not sound like it's not serious. Anybody that's driving under the influence of alcohol or marijuana use--

- Point of order. We're not talking about driving under the influence. We're not talking about driving under the influence. I'm talking about simple possession. A guy on the street, he's got a joint, whatever. We don't even fine people for being intoxicated while walking down the street.

- Well that's fine. What I'm saying is this, that--

- If that person that killed that girl who was smoking marijuana was probably charged with a felony and was adjudicated that way, the same as a drunk driver. I'm talking about the person with a little bit of marijuana on the street. We solve nothing. I did police work for 35 years, and we never changed the possession of marijuana on the amount of people using it one iota. Okay, we didn't change it one iota. We had prohibition on alcohol back in the thirties. We didn't change anything there. This horse has left the barn. We can't close the door on it. We can do what we can. But I'm talking about to take a person and have them, would you want a person to lose their job for simple possession of marijuana? You want them to lose their apartment and become homeless and become a drain on society? This is what I'm talking about when we have fines this high. That's all I'm talking about. I'm not saying we decriminalize it or anything else like that. We just make the fine more appropriate to what the common person can afford. If you want to put in a scale in there where first offense is like 60 bucks, second offense is 120, third offense is 180, so if they're not getting the message, their fines go up, I'm okay with that. But I'm just saying, to charge someone over \$600.00, which is a month's rent for many people around here, it makes no sense because they can't afford it. They're not gonna

pay it. And we're gonna end up with a whole lot of other problems with this person. That's that's all my concern is. Thank you.

- I think that we should find out the number that are being arrested first, before we do anything. How many people are being arrested for having one joint? Are they arresting the people? It's up to the police officer, his discretion, if he's gonna arrest you, if you have one joint in your pocket. I think that has to be all weighed in. We should be talking about our law enforcement that is doing the job right now. Are they arresting people for one joint in their pocket or not? And if they are, we want to hear the numbers. How many people have been arrested since the first of the year on these kinds of offenses, before we vote on anything. Thank you.

- Lieutenant.

- I was just gonna say, if you like, yes, I could get you numbers for the next meeting or get them over to the Law Department on how many citations we write. Once again, it is up to the officer's discretion. Do some officers find people in possession of a small amount of marijuana and not write them the ticket? Yes. Other times are they cited? It's normally because there's extenuating circumstances. There are other things that are going on. But I can either bring it back to the committee, or Attorney Bungert, the amount of citations that we wrote. Just give me the timeframe that you would like them, if it's this calendar year or in the past couple years, just let me know and we could get that data for you.

- All right. Thank you. So I have one comment. I don't know who can answer this. So we always say that it's always up to the discretion of the police officer when it comes down to tickets. Can Common Council recommend a ticket be issued no matter what? Lieutenant?

- No no. We would not want to take that authority away from our officers. To me, you're going down a very slippery slope where you're having the legislative branch of government dictate what the officers are gonna do. Here at the PD, we don't even set policy dictating that certain citations get issued because every situation is unique and different. So I would be very strongly against that.

- I just wanted to know. But Joanne, I see you had your hand up.

- Yes. So Lieutenant Mahoney said that that would be beyond the purview of the authority of the council. The council can set the ordinance, but they can't direct officers or the police department to act in a certain way or act in accordance to the direction of council.

- I just asked because we have all these issues, we always ask the police department, please help, but it comes down to the discretion of the officer. So that's why I'm just asking the question.

- We absolutely could ask--

- Alder Stevens?

- The chief to direct his officers to increase enforcement and things like that. We certainly control the police department budget, if push came to shove. It's a give and take, but no, you can't mandate or create an ordinance or anything else that would force the officers to be making arrests or things like that.

- Okay. Thank you for clarifying. But Alder Dorff had her hand raised.
- Thank you. Now I'm very supportive of what Alder Galvin has brought up and what Alder Scannell had brought up in the past, of reducing the fines. And I just, again, want to say that it would be nice if we could wait, we're referring this to staff, right? To do some research and maybe we could have a more robust discussion after we get some of those answers from staff? Thank you.
- All right. Well, I'll entertain a motion to refer to staff.
- I'd like to make a motion to refer it back to staff for another robust discussion. Maybe we can mix too, but anyway.
- Joanne was here, she heard everything. So maybe she'll come back with lots of information.
- Second.
- All in favor?
- [All] Aye.
- Oh, can't hear you.
- I was worried this was gonna go up in smoke.
- Joanne, we can't hear you.
- She checked out. There's a time limit.
- Now?
- Yeah.
- Can you hear me now?
- Yes yes.
- Yes? Okay. So that was a motion by Alder Steuer.
- Alder Steuer.
- A second by--
- A second by Alder Lefebvre.
- Lefebvre.
- I'm sorry. My connection timed out and I did not hear. All right, so refer to staff. Okay. All right.

Onto item number 11.

- Consideration with possible action on a request by Alder Brunette to consider a refund of inspection fees for 2593 Sumac Place.

- Chair?

- I understand that this needs to be held?

- Yeah, I talked to Alder Brunette today. And he mentioned that there are some things that they're working out yet. So he wants to hold this to our next meeting.

- Second.

- And I'll make that motion.

- Second by? Alder Vander Leest?

- Yes.

- Do we want to do it for our first meeting in August or the second? Probably the second?

- August 23rd. Yeah, let's do that.

- All right.

- August 23rd.

- You okay with that, Alder Vander Leest?

- Yes I am.

- All in favor?

- [All] Aye.

- All right.

- So can I quick ask a question? So then our first one in August is the 9th, our meeting?

- Yes.

- Okay. Thank you.

- All right. We are on to the informational items. Liquor violation report.

- Lieutenant?

- We have no violations to report during this timeframe. I do want to let the alders know, some of you probably received phone calls from constituents about certain activities going on along Main Street. I do want to let you know, we are forming a game plan to deal with those establishments, to work together to solve the noise problems and various other things that are going on. But for now, there are no violations to report.
- All right. Thank you. I'll entertain a motion.
- Motion to receive and place on file.
- Second.
- I just--
- All in favor?
- [All] Aye.
- I just wanted a clarification as far as what area along Main Street?
- It's pretty much right along where Crown & Commons, Duel Sports, the Pomp's Tire area. There's Cock and Bull in there.
- Okay, all right.
- So between Roosevelt, around that area.
- Okay. Thank you.
- Ready, Joanne?
- All right, and the report on homelessness.
- Lieutenant Allen, you're muted.
- Yeah, if you have the latest update from Melissa, we're tracking basically the same people. We have two that are really racking up some time for us. Number six, I talk with them two or three times a week. This guy is probably not gonna engage and he's just a big drinker. But, I try to catch him in the morning and talk with him. I believe the other one was down, number 19. He has a . Was currently checked into CTC and getting some help. So hopefully that gets turned around. Is there any questions on St. John's or anything?
- I have one question or comment. So it's July. If I recall right, we started this program with St. John's to use the park. I thought we were supposed to get clarification on how it's going through with the church? Wasn't that supposed to come to us in July?
- Yeah. Did Alder Galvin or Alder Lefebvre bring that forward?

- I think that was at council. I know I had talked to Commander Warych, James from Parks. We had talked about the calls, some of the calls that were there and the uptick in calls, which are basically being manufactured by the staff from Mike and St. John's. If they see a problem or they have an unwanted party at the park, they want to escort it out or keep the peace type thing. We've been over there for that.

- Alder Lefebvre?

- I didn't bring it forward, I don't believe. But yeah, we do want to hear from St. John's and see how they feel it's going.

- Okay.

- Okay, so I wasn't mistaken? I thought that was supposed to be here in July for us.

- Yeah, I'm not sure if that was July, but I know Commander Warych, I had spoke with James, Commander Warych, and I believe Will Peters from the City, and they were compiling and getting together that report for you.

- Okay.

- So thank you, Alder Lefebvre. So question for the Attorney, do we need to put a communication forward requesting St. John's to come to P and P? Or can we just say they should be here for our next meeting to discuss how that program is going?

- I believe, I'm not sure what department actually entered into the relationship with St John's. But then it would be that department to just reach out to them and invite them. We don't have any authority to compel their attendance. We don't have any subpoena powers or anything like that.

- But when we approved the St John's program, it was one of the clarifications that in July, we were supposed to get a report from them on how it's going.

- Again, I'm not sure where, what program it was that was, was that through the police department or? Which is why I'm probably drawing a blank on this.

- No no, St. John's came, they gave us this big marketing thing about how they're gonna help the homeless within the park, and common council agreed upon that.

- Right, I think it was a Parks and Rec program, essentially, yes? That's why I'm not familiar with it, unless St. John's made that presentation to council, but I don't believe it came through P and P.

- Right.

- No, it didn't come through P and P, but there was supposed to be a directive to P and P in July to tell us how that program is moving along?

- If that's correct, I can follow up with Director Ditscheit to try to find out where that report is, because that hasn't been brought to my attention.

- Right. If we could get that on the next P and P, that'd be great. Right, Alder Steuer.

- I agree. I agree.

- Okay. Alder Gerlach and then Alder Galvin.

- Is it possible that that was a directive that they are to report to the council at the end of July, rather than to P and P? I don't remember.

- I thought I went to P and P, but I could be mistaken.

- That was to committee, and then eventually to council. Well, anyhow.

- Well, Joanne can look. Alder Galvin?

- Thank you. And again, my concern is, my whole concern this whole time has been with the compliant, homeless individuals, mainly who are suffering from a long list of maladies, such as, mental health illness, addiction issues, things like that. I did go out with Lieutenant Allen one morning and he visited three people. And it brought a lot of memories back to me, of the individuals I used to deal with. It just seems to me that there seems to be more of them, or at least they're more concentrated and focused where their services are. We had a very long presentation from, I can't remember, what was the name of it? On homelessness, that community foundation, who's working with Brown County? And I guess, I think our PD and our Park Department is doing everything that they can. My concern at that time back then was what is the county, with Health and Human Services, that's their specialty area. And now the community foundation is kicking in. I guess I'd love to, if we get, instead of the broad thing we had, if we could get some information from them on what they plan on doing to help the city with these chronic, non-compliant, homeless people. Again, it's a small number, but they're the ones that everyone sees on the streets. I just forwarded some pictures to Lieutenant Allen from a constituent that has seen several instances of individuals sleeping in the parks, on the ground, not just at St John's, but other nearby parks. And these people need help. And I'm just wondering what help can we expect from not only Brown County, but also from this housing coalition organization that's put itself together? Thank you.

- Lieutenant Allen?

- Yeah, you got Captain Allen you sent those pictures to, but they got to me.

- Ha, okay.

- But it's fine, though. But yeah, so you sent me the picture of the gentleman in the red, and this is probably something just for consideration or just to put in the back of your head right now. The guy that was laying in the park that had the red sweatshirt on?

- Mm hm, yeah?

- His name is Bernard. And I have just less than a handful of guys in his situation. He works, he has like a temp agency, he works through SEEK. And he works like a second shift. They're like a power

shift, like we did at the PD.

- Sure.

- He makes it back to St. John's at like two or three o'clock in the morning, gets a couple hours of sleep in there. And then he's booted out at 6:00, due to their conditional permit, they have to be out at a certain time. They can come in at 10:00 and then they're out there at 6:00 or 7:00. Then he goes over to the park and then gets his sleep and then does it all over again, goes back to work. I guess, maybe something for consideration or just some food for thought, that maybe that, to adjust St John's conditional permit for people like that, that they can verify that they are employed, they're moving forward, they're doing the right thing, that they can open up a room with, say five to eight beds in there, and they can get their sleep and get to work and assist them in moving forward.

- Right, but the--

- There are, as far as the unsheltered homeless, we are hovering right about 20 right now. And then Wednesday, I think about 11:00 at night or midnight, St John's and a group are going out and doing what's called the pit count. And they're gonna go out and see and find as many unsheltered homeless as they can, to try and verify, hey, do we have, and we're hovering around this 20. We feel pretty confident we're at that 20, or if we have more.

- Okay. Lieutenant Allen, as it regards Bernard. And that's a tough situation.

- Yeah, it is.

- Is he able to stay at Pastor Reacco's place, over on, what is it, Chicago and Clay?

- I'd have to look into that. I'm not real familiar with it. I think it's come up in discussion a couple of times, but I'm not real familiar with that place. Mostly it's concentrated with St. John's, Newcap, and then New Community.

- Sure. He's running a shelter for men. He does charge them a fee to stay there, but it's pretty minimal.

- Okay.

- And then they also do ADOA counseling and things like that. But the main thing you have to do is you have to have a job, and it sounds like Bernard has got a job. So he's got all the pluses going for him.

- Yeah.

- That might be a place in that, he'd probably be better served there. But I do like your idea that, if you do have some transitional people and they just need a place to sleep because they are working, but don't have enough money to get a place yet. Like a good idea too, but that would be a future communication that we'd have to do.

- Yeah. And that's just food for thought. And you guys kick that around and see what you think about

it. If you guys need to approach Lexi and Matt, and speak to them about that, I'm more than happy to set that meeting up with whoever would like to have that discussion with them.

- Okay. Thank you.

- Alder Lefebvre?

- Yeah, and I think some of the others, because the way they change the laws, like especially mental, people, you can't commit them anymore. It's actually, some of it's for their own safety and everything, but we can't do that. So some of these people, we're gonna have them, and there's nothing that you can really do if they're so resistant to any help? They're probably so far gone. That's why I think that program at St. James Park was a good one because they're trying to get to these people, especially earlier ones. So not so set in their ways that it's hard for them to change, but they're trying to get to these people so that we can maybe kind of get some of them. And it's gonna take awhile, because this has been going on so long. And for awhile, we just ignored this situation. And then we tried and it's gonna take awhile on this. But yeah, anything we can do to help these people, I'm all for it. I think that, I'm glad that, Alder Galvin, you brought that up about the other shelter. Yeah, I remember when he came forward with that, that was a good program and I'm hoping he can be helped. And would we, now the city dictates for the homeless shelter, right? St John's?

- They have a conditional use permit.

- Yeah, their times, do we have, or do they set their times?

- That's in the CUP, the times of operation and when they can open, when they can close, and everything else.

- Okay, so then you're saying, yeah, there has to be another communication someone has to put in that we can ask to have that changed for certain situations. Is that right? Alder Galvin?

- Yes, we would have to, We'd have to set up a meeting with them and talk over proposals and then see if we can get it through the committee.

- Okay. So how would we go? Who should go about that? How should we go about that? Let's get that started.

- Well, the Lieutenant has certainly arranged a meeting with Lexi, and for interested alders, to get involved with it. And we can listen to what the police have to say and what the shelter operators have to say. And the CUP could be massaged, to make it easier for individuals like Bernard, to be able to have a place to stay during the day so they can get some sleep.

- Yeah, Alder, can I ask Alder Galvin if you'd be willing--

- Sure.

- To work on that? Okay.

- Mark?

- I think basically Alder Lefebvre took all the words out of my mouth.

- All right, perfect.

- So there you go.

- I do, one comment, then Alder Gerlach can have. So Lieutenant Allen, I want to thank you for sharing that information about the gentleman in the red sweatshirt. It's nice to hear that something positive in all the negatives that have been happening.

- So thank you.

- Yeah. Actually it was just less than an handful of guys of that type. That's really the only thing I can come up with at this point is maybe see if the City's willing to massage that a little bit, just for those types of people, that Micah and St John's would be very strict about week to week verifying employment.

- Sure, yeah, glad the guy's working. So if we can help him get sleep eight hours, it'd be perfect.

- I just want to make sure that I'm clear and everybody's clear that I think there are two completely different kinds of reports being discussed here. The one that, Alder Stevens, that you said was supposed to be given tonight by the program in St. John's Park, that, if I understand correctly, that was simply to report on their use of the park. And whether it was a good decision to let them use the park for that program.

- Correct.

- That didn't have anything to do with this report on police time being invested or about whether somebody, by the way, I think I've seen Bernard sleeping in the park at St John's, but, I think they we're talking about two different things. The reason I bring this up is that I know the people who run the program in St. John's, and you might remember that I was very supportive of it. And I want to make sure that we're not mixing the two. And that you remember that you were asking for a report from that group about their use of the park, specifically. Do I have that right?

- You are correct. Yes.

- Okay, thank you.

- Yeah. St John's was supposed to come back and give us a report. Any other questions? If not, I will entertain a motion to receive and place on file.

- Receive and place--

- Motion to receive and place on file.

- I'll second.

- All in favor.
- [All] Aye.
- [Joanne] I'm sorry. Can we just repeat what the, if Alder Stevens could repeat who the motion was made by and seconded?
- Receive and place on file.
- [Joanne] Just because our, for our , we're not gonna be able to tell.
- I did not understand a word she said.
- It was Vander Leest and Steuer.
- [Joanne] Can you repeat who made the motion and who seconded the motion for the record?
- I motioned.
- I seconded it, Steuer.
- [Joanne] Thank you.
- We all said aye, right?
- Aye.
- Yes.
- All in favor? Aye.
- Aye aye aye.
- Well, thank you for the conversations tonight. So, I'll entertain a motion for adjournment?
- Motion to adjourn.
- Second.
- All in favor?
- [All] Aye.
- Aye aye aye.
- Have a good evening.
- Good evening, everybody.



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

MEETING DATE

September 21, 2021

PREPARED BY

AGENDA ITEM # N.4

To receive and place on file 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

September 21, 2021

PREPARED BY

AGENDA ITEM # N.5

To approve a change of agent for Marcus Cinemas of Wi, LLC (Marcus Cinemas Green Bay East) at 1000 Kepler Drive.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. change of agent_1000 Kepler Dr



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

MEETING DATE

September 21, 2021

PREPARED BY

AGENDA ITEM # N.6

To approve a request by Baker & Mac Arthur, Inc. (Someplace Else) at 1605 University to extend their license premises to the southern half of their parking lot on September 25 for an outdoor event, subject to complaint.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. sharpescans@greenbaywi.gov_20210902_141949

Some Place Else Bar
1605 University Ave

Sept 2, 2021

- Date of Event

Sept 25, 2021.

- Will have Orang Fencing.

- Security will be myself
and my son

- Will be over by 10.00 pm

- Want to Extend my license to
parking lot. Southern holt (let
not by the corner)

Thank you, William J Baker owner



18.22'

129.25'

area being
used.

19-351

15,949 SF

25
Food truck

24

23

KIMBERLEY A
GLOVER

33.10'

SOMEPLACE
ELSE BAR

22'

32'

1005 1607

DONS S
SERV

K
W



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

MEETING DATE

September 21, 2021

PREPARED BY

AGENDA ITEM # N.7

To refer to staff with revisions from Alder Johnson, Alder Dorff, and Alder Lefebvre a resolution supporting Clean Water and Treaty Rights, concerning pipelines Number 3 and Number 5 (Alder Scannell).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2021-09-09 Dist 7 to P and P
2. 2021-09-09 Dist 7 to P and P attachment



Alders' Petitions and Communications

Name:

Committee Name:

Today's Date:

Text of Communication:

For the City of Green Bay to adopt resolution supporting Clean Water and Treaty Rights concerning pipelines #3 & #5.

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

DRAFT – PLEASE NOTE THAT THERE ARE HYPERLINKS FOR SOME OF THE ISSUES/DOCUMENTS

WHEREAS, the Great Lakes comprise the largest freshwater system in the world containing over 20% of Earth's fresh water and being the primary water source for more than 40 million people; and,

WHEREAS, Lake Superior is the largest freshwater lake by surface area on Earth containing 10% of the Earth's fresh water; and,

WHEREAS, the Kakagon and Bad River Sloughs on the shore of Lake Superior in the Bad River Reservation were designated Wetlands of International Importance by RAMSAR in 2012 as they contain the only remaining extensive wild rice bed in the Great Lakes region; and,

WHEREAS, the headwaters of the Mississippi River, the second longest river in North America, are located at Lake Itasca in northern Minnesota; and,

WHEREAS, a great diversity of indigenous peoples have lived in the Great Lakes region for thousands of years, creating many sites of historical and cultural significance to contemporary Tribal communities; and,

WHEREAS, Ojibwe Tribal rights to hunt, fish, gather and practice traditional lifeways off reservation throughout northern Minnesota, northern Wisconsin and northern Michigan's have been codified by more than a dozen treaties with the US Government during the 1800's, particularly in 1837, 1842, 1854 and 1855, and have been upheld in several federal courts since then; and,

WHEREAS, these treaty rights, along with many historic cultural sites and the waters in the Upper Mississippi watershed and the western Great Lakes, are threatened by the construction of Line 3, an expanded, rerouted, tar sands pipeline passing through northern Minnesota, and portions of Line 5, a reroute of an old, corroding crude oil pipeline that should have been commissioned over a decade ago passing through northern Wisconsin and Michigan's Upper Peninsula crossing under the Straits of Mackinac by Enbridge Energy, a Canadian multinational corporation; and,

WHEREAS, water provides sustenance to all life on Earth and should be protected and cared for with the utmost regard and as the stewards of the Earth we have the obligation and responsibility to properly protect and preserve water on behalf of all living beings and for future generations; and,

WHEREAS, in Minnesota, [Line 3](#) passes under more than 200 bodies of water and has 22 river crossings, including the Mississippi River; and,

WHEREAS, the proposed reroute of [Line 5](#) in Wisconsin passes under dozens of wetlands and crosses White River, Brunswiler River, Trout Brook, Silver Creek, Bad River, Tyler Forks, Potato River, and Vaughn Creek, all of which drain into the Kakagon and Bad River Sloughs; and,

WHEREAS, Enbridge has a [history of catastrophic oil spills](#) in the upper Midwest, including in 1991 in Minnesota when 1.7 million gallons of oil spilled near the Prairie River; in [2010 in Michigan](#) when 1.1 million gallons of tar sands oil spilled into the Kalamazoo River; and in [1999 in Michigan](#) when 222,600 gallons of oil and natural gas spilled in Crystal Falls, located within the Menominee River Watershed which feeds the Menominee River and flows into Green Bay of Lake Michigan; and,

WHEREAS, from 2002 to 2018, Enbridge and its joint ventures and subsidiaries reported 307 [hazardous liquids incidents](#) to federal regulators - one incident every 20 days on average - which released a total of 2.8 million gallons of hazardous liquids; and,

WHEREAS, Lines 3 and 5 would disproportionately impact Indigenous people, threaten resources

critical to the survival of Indigenous communities, and exacerbate the already profound disparities in health access and outcomes that tribal communities face as a result of structural racism; and,

WHEREAS, at least 17 Tribal governments and Inter-Tribal organizations have passed resolutions opposing potential new Line 5 construction and demanding the decommissioning of the pipeline from under the Straits of Mackinac; and,

WHEREAS, in July 2019 the [Bad River Band of Lake Superior Chippewa sued Enbridge](#) to shut down Line 5 pipeline which is over 65 years old and well beyond its life expectancy, running through their Reservation, two years after the expiration of Enbridge's easement; and,

WHEREAS, three times during the permitting process, most recently in August 2020, citing environmental risks and other factors, the [Minnesota Department of Commerce](#) concluded that the Line 3 expansion is not in Minnesota's interest, and that the existing pipeline should cease operations; and,

WHEREAS, in November, 2020 following a state review that found that Line 5 is putting the Great Lakes at risk, [Michigan Governor Gretchen Whitmer ordered](#) Enbridge Energy to cease operations and [Enbridge defied the order](#); and,

WHEREAS, in June, 2021 the [Biden Administration ordered](#) a complete Environmental Impact Statement be completed for the portion of Line 5 that passes under the Straits of Mackinac; and,

WHEREAS, on July 2, 2021, the Minneapolis City Council unanimously passed a resolution "[Opposing the Enbridge Energy Line 3 Tar Sands Oil Pipeline](#)"; and,

WHEREAS, the City of Green Bay is located on the traditional homelands of the Menominee and Ho-Chunk peoples and their ancestors; and,

WHEREAS, the City of Green Bay is home to a thriving Native American community, including members of all 11 federally recognized Wisconsin Tribes, members of the Brothertown Indian Nation, and citizens of Tribal Nations from across the continent; and,

WHEREAS, the City of Green Bay recognizes the importance of maintaining government to government relationships between Tribal governments and local, state and federal governments established by treaties between Tribes and the US Government and has recognized Indigenous Peoples Day since 2019; and,

WHEREAS, in 2019, the Oneida Nation's Business Committee affirmed support for the Paris Climate Accord, environmental sustainability and the Nation's leadership in environmental sustainability and combating climate change while recognizing that "adequate response to the threat of climate change requires action by all governments, including Tribal, national, state, and local governments" ([01-09-19-B](#)); and,

WHEREAS, the City of Green Bay, the Oneida Nation, Brown County, Green Bay Area Public School District, University of Wisconsin – Green Bay, and St. Norbert College have all committed to achieving 100 percent clean energy, energy conservation, and other sustainability goals to mitigate climate change by 2050 or earlier; and,

WHEREAS, the continued extraction of tar sands oil and expansion of fossil fuel infrastructure is contradictory to the goals of the City of Green Bay and the Paris Agreement, a legally binding international treaty on climate change; and,

WHEREAS, as a community defined largely by the waters of Lake Michigan, the City of Green Bay understands the vital importance of protecting our natural resources, in particular the water;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the City of Green Bay support the rights of the Anishinaabe to hunt, fish and gather established by treaties, including their actions to protect the land and waters of the Upper Mississippi and Great Lakes watersheds on which those rights are practiced, by opposing the construction of Enbridge's Lines 3 and 5.

BE IT FURTHER RESOLVED that the Mayor and Common Council of the City of Green Bay call on all residents of Green Bay to raise awareness about this important struggle for Indigenous sovereignty and environmental justice by learning from Indigenous leaders, Native organizations and other organizations such as honorearth.org, stopline3.org, and oilandwaterdontmix.org to support the water protection efforts in any way they can.

BE IT FURTHER RESOLVED that the Mayor and Common Council of the City of Green Bay call upon the Wisconsin DNR to reject Enbridge's permit application for the construction of Line 5 across so many sensitive environmental and cultural areas in Northern Wisconsin.

BE IT FURTHER RESOLVED that the Mayor and Common Council of the City of Green Bay call upon every elected leader at the local, state and federal level with the authority to stop the construction of Lines 3 and 5 to do so immediately.

BE IT FINALLY RESOLVED that the Mayor and Common Council of the City of Green Bay hereby recommend that the Green Bay Chief of Police reject any request for mutual aid by another law enforcement agency for the purpose of protecting Enbridge property along Lines 3 or 5 or for suppressing resistance to Enbridge's activities along Lines 3 or 5.



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

MEETING DATE

September 21, 2021

PREPARED BY

AGENDA ITEM # N.8

To receive and place on file The Liquor Violation Report for September 13, 2021.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Report September 13 2021
2. 21LiqVio
3. 20LiqVio



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

MEETING DATE

September 21, 2021

PREPARED BY

AGENDA ITEM # N.9

To receive and place on file The Report on Homelessness, Green Bay Police Department.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Final report homeless



Report to the Green Bay Plan Commission

MEETING DATE

September 21, 2021

PREPARED BY

Paul Neumeyer, Staff

AGENDA ITEM # O.1

To authorize a Conditional Use Permit (CUP) for a single-family dwelling in an Office/Residential (OR) District at 500 N. Chestnut Avenue, subject to compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit. (Public Hearing held 09/13/21)

BACKGROUND

Reason for Request: To allow for the conversion of the structure to a single-family dwelling.

Primary Address: 500 N. Chestnut Avenue

Aldersperson/District: Ald. Randy Scannell / District 7

Surrounding Zoning and Land Uses:

SUBJECT: Office/Residential (OR) - Vacant

NORTH: Office/Residential (OR) - Single family dwelling

SOUTH: Office/Residential (OR) - Single and Two-family dwellings

EAST: Office/Residential (OR) - Single-family dwelling

WEST: Low Density Residential (RI) - Single and Two-family dwellings

Comprehensive Plan: The 2022 Smart Growth Plan designates this area as commercial and light industry. This recommended future land use does not meet current land uses within the neighborhood and is a candidate as part of the future land use update to consider a more appropriate future land use.

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 future land use map.

Report: The subject property is located on the northeast corner of N. Chestnut Street and Elmore Street. The site contains a total of 0.13 acres or 5,446 sq. ft. The approval of the request would allow for the repurposing of the former single-family dwelling.

In the review of the Conditional Use Permit (CUP), the Zoning Ordinance Section 12-205(e) establishes seven standards for the Plan Commission to consider when reviewing a CUP:

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](#).

The two-story structure dates back to 1936 and has the appearance of a single-family home; however, it was used as an office use most recently. There is access and parking to the site via Elmore Street. Approval of the request will allow the applicant to legally convert and occupy the structure as a single-family dwelling.

Planning staff feels approval of this request meets the standards above, keeps with surrounding land uses and is an appropriate conversion. Ald. Randy Scannell and adjacent property owners have been notified of the request. As of the drafting of this report, staff has not received an inquiry or objection to the request.

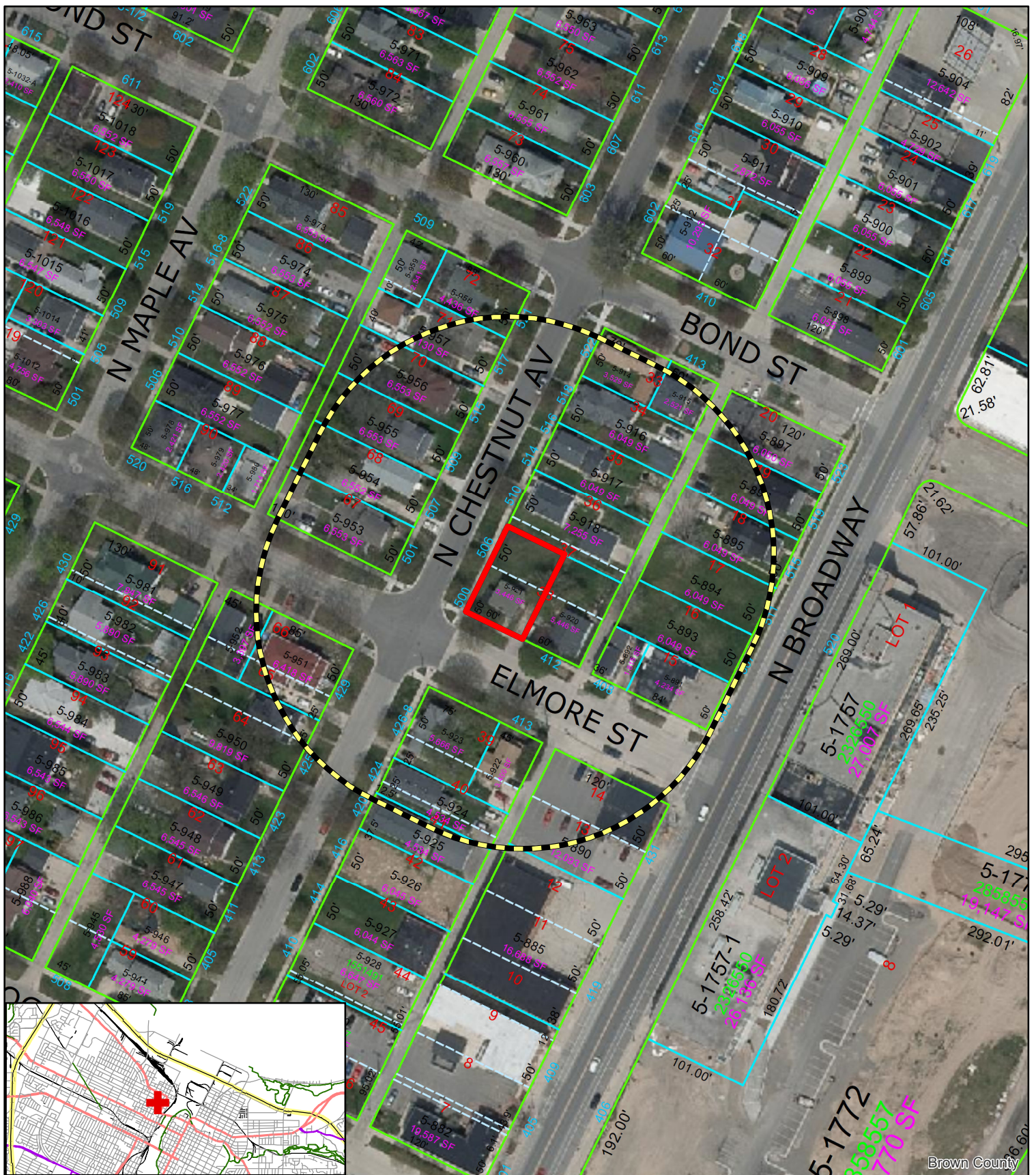
RECOMMENDATION

Approval of the request, subject to compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit.

FISCAL IMPACT

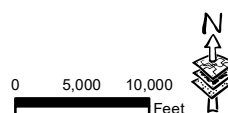
ATTACHMENTS

- I. ZP 21-28 letter



Zoning Petition (ZP 21-28)
Proposed Conditional Use Permit (CUP)
500 North Chestnut Avenue

- Subject Area
- 200' Property Owner Notice



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



Report to the Green Bay Plan Commission

MEETING DATE

September 21, 2021

PREPARED BY

Paul Neumeyer, Staff

AGENDA ITEM # O.2

To hold over the Public Hearing and request to rezone a portion of the rear yard of 919 Auto Plaza Drive from General Commercial (C1) to Highway Commercial (C2) to a later date, with the conditions that property owners within 400 ft. of subject property be noticed of the next meeting and the public hearing be properly reposted.

BACKGROUND

Primary Address: Rear portion of 919 Auto Plaza Drive

Alderson/District: Ald. Lynn Gerlach / District 3

Reason for Request: The applicant would like to rezone approximately the westerly 185 ft. of Tax Parcel 21-126-7-1 to C2 to match adjoining zoning to the west to expand areas for auto sales and inventory of vehicles.

Surrounding Zoning and Land Uses:

SUBJECT: General Commercial (C1) - Vacant

NORTH: Planned Unit Development (PUD) - East Town Mall/light industrial use

SOUTH: Highway Commercial (C2) - Auto sales & storage

EAST: Low Density Residential (R1) - Single Family

WEST: Highway Commercial (C2) - Auto sales & storage

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

Report: The rear portion of 919 Auto Plaza Drive, Tax Parcel: 21-126-7-1 is being considered for rezoning to Highway Commercial (C2) to be consistent with the balance of the Gandrud Auto campus. The proposed rezoning C2 will not overly impact the adjacent properties, but instead, allow for increased permitted uses such as automotive sales and storage of inventory. The site is a total of 4.13 acres.

The parcel contains a “spite” strip of Low Density Residential (R1) zoning dating back to the development of auto sales use. Spite strips were used to provide a buffer typically between residential and commercial/industrial uses; however, it is rare today that staff would support a spite strip of zoning. There may be a future request to consider the balance of the property adjoining the residential portion to a C2 zoning. Staff advised the applicant to conduct a neighborhood meeting to address any concerns of nearby residents.

Ald. Lynn Gerlach and adjacent property owners within 400 ft. have been notified of the request. As of the drafting of this report, staff has not received any inquiries regarding the request.

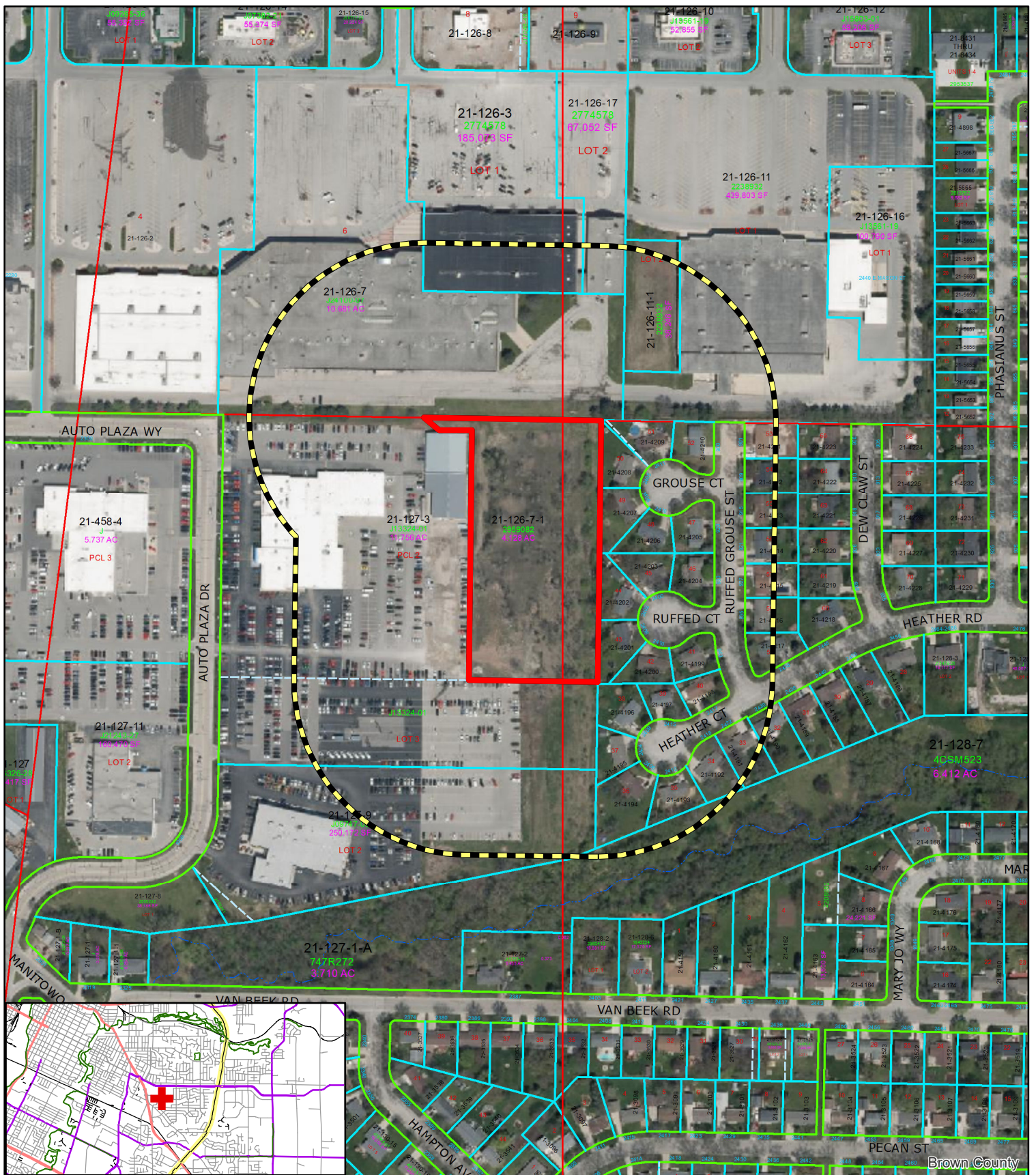
RECOMMENDATION

Approval of the request.

FISCAL IMPACT

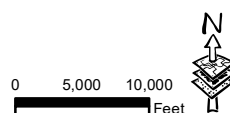
ATTACHMENTS

- I. ZP 21-29 letter



Zoning Petition (ZP 21-29) **Proposed Rezoning** **Rear Portion of 919 Auto Plaza Drive**

- Subject Area
- 400' Property Owner Notice



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



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

September 21, 2021

PREPARED BY

AGENDA ITEM # P.1

To receive and place on file a request by Ald. Lefebvre to the Finance Committee which states:
"Consideration with possible action on a review of the latest decision on the "Dark Store" law, recently considered in the case Lowes Home Center v City of Wauwatosa. The judge ruled against Lowes Homes Center. This review would include an understanding of current litigation, in light of this decision."

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2021-08-20 Dist 6 to Finance



Alders' Petitions and Communications

Name:

Committee Name:

Today's Date: 08/20/2021

Text of Communication:

Consideration with possible action action on a review of the latest decision on the "Dark Store" law, recently considered in the case Lowes Home Center v City of Wauwatosa. The judge ruled against Lowes Homes Center. This review would include an understanding of current litigation, in light of this decision.

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



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

September 21, 2021

PREPARED BY

AGENDA ITEM # P.2

To approve Amendment No. 1 to Second Amended and Restated Pledge and Security Agreement in reference to the KI Expansion bonds.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Amendment No. 1 to Second AR Pledge and Security Agreement

**AMENDMENT NO. 1 TO
SECOND AMENDED AND RESTATED
PLEDGE AND SECURITY AGREEMENT**

THIS AMENDMENT NO. 1 TO SECOND AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT, dated as of _____, 2021 (this "Amendment"), is made and entered into by and among the CITY OF GREEN BAY, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Green Bay"), the CITY OF DE PERE, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("De Pere"), the VILLAGE OF ALLOUEZ, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Allouez"), the VILLAGE OF ASHWAUBENON, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Ashwaubenon"), the VILLAGE OF HOWARD, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Howard"), the VILLAGE OF BELLEVUE, WISCONSIN, a municipal corporation and political subdivision ("Bellevue"), the VILLAGE OF SUAMICO, WISCONSIN, a municipal corporation and political subdivision ("Suamico") (collectively with Green Bay, De Pere, Allouez, Ashwaubenon, Howard, and Bellevue, the "Municipalities"), BROWN COUNTY, WISCONSIN, a Wisconsin municipal corporation and political subdivision (the "County"), the GREEN BAY AREA ROOM TAX COMMISSION, a Wisconsin quasi-municipal corporation (the "Room Tax Commission"), and ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, a national bank organized under the laws of United States of America, as trustee (the "Trustee"), and amends the Second Amended and Restated Pledge and Security Agreement dated as of July 11, 2017 among the Municipalities, the County, the Room Tax Commission and the Trustee (the "Pledge and Security Agreement").

RECITAL

The parties desire to enter into this Amendment to correct a defined term in the Pledge and Security Agreement.

1. Amendment.

The parenthetical "(the "KI Expansion Bonds")" at the end of Recital C in the Pledge and Security Agreement is deleted and replaced with the parenthetical "(together with any refunding bonds, the "KI Expansion Bonds")".

2. General Provisions.

(a) This Amendment shall become effective on the date of its execution and delivery by all the parties hereto.

(b) The Pledge and Security Agreement remains in full force and effect. Once this Amendment becomes effective, all references to the Pledge and Security Agreement shall mean the Pledge and Security Agreement as amended by this Amendment.

(c) This Amendment may be executed, acknowledged, and delivered in any number of counterparts, each of which shall constitute an original, but, all together, only one instrument.

(d) The laws of the State of Wisconsin shall govern this Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment No 1 to Second Amended and Restated Pledge and Security Agreement as of the date first above written.

CITY OF GREEN BAY

By: _____
Its: Mayor

Countersigned:

Its: City Clerk

CITY OF DE PERE, WISCONSIN

By: _____

Its: Mayor

Countersigned:

Its: Clerk-Treasurer

VILLAGE OF ALLOUEZ, WISCONSIN

By: _____

Its: President

Countersigned:

Its: Administrator & Clerk-Treasurer

**VILLAGE OF ASHWAUBENON,
WISCONSIN**

By: _____
Its: President

Countersigned:

Its: Clerk

VILLAGE OF HOWARD, WISCONSIN

By: _____

Its: President

Countersigned:

Its: Clerk

VILLAGE OF BELLEVUE, WISCONSIN

By: _____

Its: President

Countersigned:

Its: Clerk-Treasurer

VILLAGE OF SUAMICO

By: _____

Its: President

Countersigned:

Its: Clerk

BROWN COUNTY, WISCONSIN

By: _____

Its: County Executive

Countersigned:

Its: Clerk

**GREEN BAY AREA ROOM TAX
COMMISSION**

By: _____
Its: Chairman

Countersigned:

Its: Secretary

**ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION, as Trustee**

By: _____
Its: _____

[SEAL]

Countersigned:

Its: _____



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

September 21, 2021

PREPARED BY

Calvin Winters

AGENDA ITEM # P.3

To approve and award the Animal Shelter Services Agreement to the Wisconsin Humane Society, Inc. Total three year cost is \$309,090. Contract is a 1-year agreement with two 1-year renewal options. Contract attached.

BACKGROUND**RECOMMENDATION****FISCAL IMPACT****ATTACHMENTS**

1. 9-14-21 Finance Agenda Report
2. 2022-2024 WHS Animal Control Contract



CITY OF GREEN BAY - PURCHASING DIVISION

TO: Finance Committee
FR: Calvin Winters, Procurement Manager
DT: September 14, 2021
RE: Purchasing Report
Cc: Diana Ellenbecker, Pam Manley

Report of the Procurement Manager:

1. Discussion and possible action on the award of the Animal Shelter Services Agreement with the Wisconsin Humane Society, Inc. Total three year cost is \$309,090. Contract is a 1-year agreement with two 1-year renewal options. Contract attached.

CITY OF GREEN BAY

Animal Shelter Services Agreement

THIS SERVICES AGREEMENT ("Agreement") is made and entered into by and between the City of Green Bay, a Wisconsin municipal corporation (the "CITY") and the Wisconsin Humane Society, Inc., a Wisconsin corporation ("WHS", collectively referred to as the Parties).

RECITALS

WHEREAS, the CITY, from time to time, takes custody of abandoned, stray, unwanted, unlicensed, mistreated, aggressive, quarantined or otherwise impounded animals and is desirous of a proper place to keep such animals where they will receive humane and proper care; and

WHEREAS, WHS is an organization devoted, among other things, to the care of animals, and has facilities to provide for the proper and humane care of such animals; and

WHEREAS, the CITY desires to purchase services from WHS for the sheltering, care, treatment and humane disposal of abandoned, stray, unwanted, unlicensed, mistreated, aggressive, quarantined or otherwise impounded animals located within the geographic limits of the CITY; and

WHEREAS, WHS has acquired certain assets of the Bay Area Humane Society, which previously provided similar services to the CITY, and WHS is presently situated to provide such services; and

WHEREAS, at all times this Agreement shall be construed in a manner so as to maximize the safety and welfare of the animals who are the subject hereof and who are cared for by WHS pursuant to the terms of this Agreement; and

WHEREAS, the CITY's fiscal year runs from January 1 through December 31 of each calendar year; and

WHEREAS, WHS maintains a place of business located at 1830 Radisson Street, Green Bay, WI 54302 (the "Main Facility"), but also uses other facilities and third-party facilities to pursue its mission; and

WHEREAS, WHS is a person entering into a contract with a political subdivision as defined in Wis. Stat §173.15(1) and acknowledges its obligations under Wis. Stat. §173.15(2) in relation to said contract; and

WHEREAS, the CITY has the authority and/or obligation to enforce: (i) Chapter 951 of the Wisconsin Statutes ("Crimes Against Animals"); (ii) Chapter 174 of the Wisconsin Statutes ("Dogs"); (iii) Chapter 173 of the Wisconsin Statutes ("Animals; Humane Officers"); and (iv) CITY ordinances (collectively, the "Animal Care Laws").

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals (which are acknowledged to be true and correct and are incorporated into this Agreement) and the promises and agreements hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party to this Agreement), it is agreed by the CITY and WHS as follows:

1.0 SERVICES.

WHS agrees to provide the services detailed in this Agreement. The parties agree that the responsibilities of WHS set forth in this Agreement apply only to the services detailed in this Agreement, and not to WHS's work relating to animals taken into custody for other municipalities, for private surrender, as a service to other animal welfare organizations, by operation of Wis. Stats. sec. 173.19, or for any other reason.

2.0 COST.

The CITY shall pay for services detailed in this Agreement on a fee for service basis as described in Schedule A, which is attached hereto and incorporated herein by reference.

3.0 TERM OF AGREEMENT.

The initial Term of this Agreement shall commence on January 1, 2022, and shall expire on December 31, 2022, unless sooner agreed to in writing by the Parties or renewed as set forth in Paragraph 3.1 herein. The Agreement may also be terminated before the expiration in accordance with Section 6.0.

3.1 Renewal Procedures. Upon expiration of the initial Term, this Agreement shall renew automatically for up to two (2) additional one (1) year renewal terms. The Agreement may be terminated earlier in accordance with Section 6.0.

4.0 DEFINITIONS.

As used in this Agreement, the following words shall have the meanings provided below:

4.1 Abandoned. A companion, exotic or livestock animal left for any length of time without apparent provision for its food, water, or other care as is reasonably necessary for the animal's health. An abandoned animal includes, but is not limited to, an animal owned by a known individual who, because of the owner's death, disability, incarceration, eviction or other like circumstance, is unable or unwilling to provide appropriate care for the animal.

4.2 Approved Facility. A facility other than the Main Facility which has been mutually agreed upon and approved by the Parties in writing.

4.3 Companion Animals. Dogs, cats, rabbits, guinea pigs, hamsters, mice, ferrets, birds, fish, reptiles, amphibians, invertebrates, or any other species of wild or domestic or hybrid animal sold, transferred, or retained for the purpose of being kept as a household pet, except livestock, as defined in subsection 4.6, *infra*.

4.4 Exotic Animal. An animal that is not normally domesticated in the United States or that is wild by nature and not native to Wisconsin.

4.5 Impound. The withholding of an animal from the owner under Wis. Stat. §173.21.

4.6 Livestock. Horse, bovine, sheep, goat, pig, llama, alpaca, farm-raised deer, rabbit raised for food, or domestic fowl, including farm-raised game bird.

4.7 Quarantined. A companion, exotic or livestock animal that is subject to a rabies control program and quarantine period following the occurrence of a suspected bite of a human in accordance with state law and city ordinance..

4.8 Redemption. The identification and verification of ownership of a stray or abandoned animal and the return of the animal to its owner.

4.9 Seizure. The taking of an animal, whose owner is known, into custody by a humane or law enforcement officer pursuant to Wis. Stat. §173.13.

4.10 Stray. A companion, exotic or livestock animal found wandering at large whose owner or custodian is unknown or cannot be ascertained immediately with reasonable effort.

4.11 Unclaimed. A companion, exotic or livestock animal that is found abandoned or stray whose owner has failed to redeem the animal.

4.12 Unlicensed. A companion, exotic or livestock animal that does not have the necessary licensing and or permitting as required pursuant to CITY ordinances.

4.13 Unwanted. A companion, exotic or livestock animal that is no longer wanted by its owner or custodian.

4.14 Wild Animal. Any mammal, bird, fish, or other creature of a wild nature endowed with sensation and the power of voluntary motion.

5.0 DESCRIPTION OF SERVICES.

5.1 WHS Personnel. WHS agrees to secure, at its own expense, all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of the CITY. WHS shall ensure that its personnel are instructed that they do not have any direct individual contractual relationship with the CITY. Except as otherwise provided in this Agreement, the CITY shall have no authority over any aspect of WHS's personnel practices and policies and shall not be liable for actions arising from such policies and practices.

5.2 No Agency. Nothing in this Agreement is intended nor may be construed to create between the CITY and WHS either an employer/employee, joint venture, landlord/tenant, or any other similar relationship. No agent, employee or representative of either Party shall be deemed to be an agent, employee or representative of the other Party. Neither Party shall have the authority to act for or on behalf of the other Party to bind the other Party without the express written approval of the other Party.

5.3 24-hour Drop Off Availability. WHS will provide, at the Main Location or another approved facility, access so that authorized personnel operating within the geographical boundaries of the CITY can drop off animals eligible for sheltering services under this Agreement during times when the facility is closed to the public.

5.4 Services for Abandoned, Stray and Unwanted Animals. WHS agrees provide animal care services (as described below in this paragraph), as well as humane euthanasia and cremation services, for companion, livestock and exotic animals that are taken into custody as stray, abandoned, or unwanted within the geographical limits of the CITY, and or that are dropped off at WHS (or any other approved facility). Animal care services shall include: (i) admitting services as deemed appropriate by WHS; (ii) daily custodial care; (iii) necessary and appropriate veterinary treatment; and (iv) redemption services. Animal care services purchased under the terms of this Agreement include those provided on the day the animal is admitted to WHS (or other approved facility) and during the required stray holding period under Wis. Stats. sec. 173.19 or the period the animal is in WHS'S custody, whichever is shorter.

5.4.1 WHS shall have the sole and exclusive right under this Agreement to provide those admitting services that it deems in its professional judgment are in the best interest and welfare of the animal and the shelter environment in which the animal is maintained.

5.4.2 Custodial care shall include, for each animal cared for under the terms of this Agreement, the provision of: (i) adequate food and water to maintain the animal's health; (ii) daily status check; and (iii) adequate shelter as required by Wis. Stat. §951.44.

5.4.3 Necessary and appropriate veterinary care and treatment, beyond that provided every animal upon admission and the daily custodial care, shall be provided as determined necessary and appropriate in the sole discretion of WHS.

5.4.4 Redemption services shall include reasonable attempts to identify, locate, make contact with, and provide written notice to an animal's owner in order to arrange for either the surrender of the animal or the return of the animal to its owner. Said efforts will be made within the statutory holding period. Notwithstanding the foregoing, the Parties acknowledge that the owners of some stray and/or abandoned animals are never known or even identified such that WHS'S ability to find the owner is a legal impossibility and/or not possible with reasonable effort. WHS may charge and retain reasonable fees to owners redeeming animals.

5.4.5 Euthanasia. The Parties recognize that Wisconsin law (currently section 173.23(4), Wis. Stats) permits the euthanasia of animals while in a municipality's custody (that is, animals sheltered pursuant to this Agreement) under narrow and specifically defined circumstances. WHS will abide strictly by the limitations of this statute and in further only perform euthanasia of animals under this statute under the direction and approval of a licensed veterinarian. To the extent subjective judgment is required in determining whether the statute applies, WHS has sole discretion to exercise that judgment. When WHS euthanizes an animal pursuant to this section, WHS will provide to the CITY upon request, records regarding the euthanasia performed.

5.4.6 Wildlife. The Parties acknowledge that WHS provides custodial care, rehabilitation, and euthanasia services for sick, injured or trapped wildlife at its Milwaukee location. The Parties agree that the City is not purchasing any services for such wildlife by this Agreement.

5.5. Services for Impounded Animals. WHS agrees to provide animal care services (as described in this paragraph) as well as euthanasia and cremation services for companion, livestock and exotic animals that are seized within the geographical limits of the CITY, and that are impounded by humane officers or law enforcement personnel at WHS location (or other approved facility). Animal care services shall include (i) admitting services as deemed appropriate by WHS; (ii) daily custodial care; and (iii) necessary and appropriate veterinary treatment. Custodial care shall include the provision of adequate food and water to maintain the animal's health; daily health checks; and adequate shelter as required by Wis. Stat. § 951.14. Animal care services will be provided on the day the animal is admitted to the Main Facility (or other approved facility) and until the animal is removed from the facility, the animal is deemed unclaimed, the animal is returned to the owner, or ownership of the animal is transferred to WHS by order of any court of competent jurisdiction. The humane officer or law enforcement officer dropping any such animal off shall identify the name of the animal's owner, if known, and advise WHS of its impound status. The Parties agree that WHS'S actual cost to provide these services is \$30 per animal per day and that this sum is reasonable and represents the established standard daily fee contemplated by Sec 173.15, Wis. Stats.

5.6 Notice and Penalties for Impounded Animals. The Parties recognize that for various reasons, delays can occur in the process of achieving outcomes for impounded animals. The Parties further recognize that avoidable delay is harmful not only to individual impounded animals, but also, because it creates unnecessary shelter crowding, to the overall processes by which WHS strives to support the welfare of all animals in its care and who may come into its care. For these reasons, the Parties have chosen a notice-and-penalty mechanism to increase their alignment and urgency in these situations. These situations are likely to be unusual, but the Parties have nevertheless chosen intentionally broad language to ensure that this mechanism will be available when it is needed. For these reasons, the parties agree to the following procedures with respect to impounded animals.

5.6.1 Notice by WHS. With respect to any impounded animal being provided animal care services by WHS, WHS shall have the unilateral right to require MUNICIPALITY to take custody of the animal upon ten (10) days written notice to MUNICIPALITY requesting that any such animal be picked up from WHS location (or any other WHS-MUNICIPALITY approved drop off facility). Said notice shall be delivered pursuant to the provisions set forth in Section 15.0 Notice.

5.6.2 Penalty. If MUNICIPALITY fails to pick up the animal by the 10th day after MUNICIPALITY has received the written notice described above, MUNICIPALITY shall be charged \$100.00 (one hundred dollars and no cents) per day (per animal) for each day thereafter that the animal remains in the care of WHS, in addition to any other charges permitted by this Agreement.

5.6.3 Livestock and Exotic Animal Impounds. WHS will provide animal care services as well as optional humane euthanasia and cremation services for livestock and exotic animals on a limited basis. The CITY shall provide reasonable notice to WHS before impounding livestock and exotic animals and will work in good faith with WHS to recognize and deal with logistical challenges in housing these animals. The Parties recognize that there may be circumstances where it is practically impossible for WHS to house these animals; in those cases, the Parties will work cooperatively in good faith to seek the best solution under the circumstances.

5.7 Rabies Control Services.

5.7.1 Quarantine Services. WHS agrees to provide animal care, isolation and observation and rabies testing services for animals as required by Wis. Stat. §95.21 and or in accordance with Green Bay Municipal Code Section 6.12. WHS agrees to provide such services upon request of the CITY. The Parties agree that this service applies to both impounded animals and stray and abandoned animals.

5.7.2 Owner Reimbursement for Rabies Observation Services. If the owner of an animal is known, WHS may seek reimbursement from the animal's owner of any expenses incurred in connection with keeping the animal in isolation, the supervision and examination of the animal by a veterinarian, and, if applicable, the preparation of the carcass for laboratory examination.

5.7.3 Rabies Vaccination Program. WHS agrees to comply with all statutory mandates regarding the vaccination of animals against rabies.

6.0 TERMINATION OF AGREEMENT.

6.1 Termination; No Cause. Either Party may terminate this Agreement, for any reason, at any time upon ninety (90) days' written notice to the other Party.

6.2 Termination for Cause. The following shall constitute grounds for termination by the non-breaching party 30 days from written notice of termination:

6.2.1 WHS's failure to cure, within 30 days of written notice of breach, a substantial violation of any State, Federal or local law governing the services provided under this Agreement, as expressed by applicable statutes, ordinances, rules and regulations.

6.2.2 WHS's failure to obtain, within 30 days of written notice of breach, any license or certifications required by law for the provision of the services required by this Agreement.

6.2.3 The CITY's failure to cure, within 30 days of written notice of breach, a failure to timely pay for services rendered under this Agreement.

7.0 INDEMNIFICATION/INSURANCE.

7.1 Indemnification of CITY. WHS hereby agrees to indemnify, defend and hold harmless the CITY, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of WHS or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the CITY, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the CITY, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the CITY, its elected and appointed officials, officers, employees, agents, representatives and volunteers. WHS shall reimburse the CITY, its elected and appointed officials, officers, employees, agents or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. In the event that WHS employs other persons, firms, corporations or entities (sub-contractors) as part of the work covered by this Agreement, it shall be WHS's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the CITY, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement. This indemnity provision shall survive the termination or expiration of this Agreement.

7.2 Indemnification of WHS. The CITY shall indemnify, hold harmless and defend WHS, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, reasonable costs or expenses which WHS, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of any breach of this Agreement by the CITY, but only to the extent caused in whole or in part by negligent acts or omission of the CITY. The provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from (1) the acts or omissions of WHS, its agencies, boards, commissions, officers, employees or representatives, or (2) the acts or omissions of third parties. The obligations of the CITY under this paragraph shall survive the expiration or termination of this Agreement.

7.3 Insurance. WHS shall procure and maintain throughout the term of this Agreement, without any additional expense to the CITY, the following insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

7.3.1. Worker's Compensation and Employers Liability Insurance. WHS shall cover or insure under the applicable Wisconsin labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. WHS shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

7.3.2 Commercial General Liability and Automobile Liability Insurance. WHS shall provide and maintain the following commercial general liability and automobile liability insurance:

7.3.2.1 Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle)

7.3.2.2. Limits – WHS shall maintain limits no less than the following:

1. General Liability - One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the City or the general aggregate including products-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability- One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.
3. Umbrella Liability- Five Million dollars (\$5,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employers' Liability, Commercial General Liability and Automobile Liability as described above.
4. Professional Liability – WHS will ensure that each veterinary performing services covered under this Agreement will have current professional liability insurance.

7.3.2.3. Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be named as additional insureds (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the contractors; products and completed operations of WHS; premises occupied or used by WHS; and vehicles owned, leased, hired or borrowed by WHS. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
2. The worker's 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 name insured for or on behalf of the CITY.
3. WHS'S insurance as required by this paragraph 7.3 shall be primary insurance as respects the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the CITY, its elected and appointed officials, officers, employees, or authorized representatives or volunteers shall not contribute to coverage for such claims.

4. WHS'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or WHS, except after 60 days' prior written notice by U.S. mail has been given to CITY. In the event of non-payment of premium, the insurance carrier need only provide 10 days' prior written notice.

7.3.3. Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to the CITY.

7.3.4. Evidences of Insurance - Prior to execution of the Agreement, WHS shall file with the CITY a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage satisfies or has been modified to satisfy all requirements identified in this Agreement.

7.4 Reservation of Rights. Notwithstanding any other portions of this Agreement, nothing contained herein is intended to waive or estop the CITY or its insurer to rely upon the limitations, defenses, and immunities contained within 345.05 and 893.80 of the Wisconsin Statutes. To the extent that indemnification is available and enforceable, the CITY or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.

8.0 ASSIGNMENT/TRANSFER. WHS shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of the CITY, unless otherwise provided herein, provided that claims for money due or to become due WHS from the CITY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to WHS shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. WHS shall promptly provide notice of any such assignment or transfer to the CITY.

9.0 CRIMINAL INVESTIGATIONS. The Parties recognize that matters involving criminal investigations by the Green Bay Police Department require strong mutual collaboration and cooperation. The Parties will use utmost good faith and care in communicating with the public about animals in investigation situations. WHS will try to seek CITY approval before any statements are made, and in no case will make statements regarding any pending investigation or prosecution, or the actions or inactions of the owners of animals, instead directing media inquiries on these topics to the CITY. The CITY may in a specific case direct WHS to further restrict its communication.

10.0 FACILITY INSPECTION. Any animal sheltered by WHS pursuant to the terms of this Agreement may be viewed by the humane officer or law enforcement officer and or other designated representative of the CITY during the holding period to ascertain the animal's health and care, while accompanied by a WHS representative or staff member, during regular business hours or by mutual arrangement.

11.0 NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be

construed as a waiver by the CITY of any breach of the covenants of this Agreement or a waiver of any default of WHS, and the making of any such payment or acceptance of any such service or product by the CITY while any such default or breach shall exist shall in no way impair or prejudice the rights of the CITY with respect to recovery of damages or other remedy as a result of such breach or default.

12.0 PAYMENT. The CITY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule A, which is fully incorporated herein by reference.

13.0 REPORTS. WHS agrees to make such monthly and annual reports as are required in the attached Schedule B, which is fully incorporated herein by reference. In further, upon request, WHS shall provide copies of any document constituting a "record" under Chapter 19 of the Wisconsin statutes which shall include those records required to be maintained as set forth in Wis. Stat. 173.17.

14.0 COMPLIANCE WITH STATE OF WISCONSIN OBLIGATIONS. WHS warrants that it has complied with all necessary requirements to do business in the State of Wisconsin. WHS shall notify the CITY immediately, in writing, of any change in its registered agent, its registered agent's address, and WHS's legal status.

15.0 NOTICE.

15.1 Notice to the CITY. Except as more specifically provided by the terms of this Agreement, notice to the CITY shall be delivered via first class mail, return receipt requested, as follows:

City of Green Bay
Clerk's Office
100 N. Jefferson St.
Green Bay, WI 54911

15.2 Notice to WHS. Except as more specifically provided by the terms of this Agreement, notice to WHS shall be delivered via first class mail, return receipt requested, as follows:

Anne Reed, President & CEO
Wisconsin Humane Society
4500 W. Wisconsin Avenue
Milwaukee, WI 53208

16.0 MISCELLANEOUS.

16.1 Integrated Agreement. This document, together with any and all instruments, exhibits, schedules or addenda attached hereto or referenced herein, sets forth the complete understanding of the parties relating to the matters which are the subject hereof, and supersedes any and all prior or contemporaneous written or oral agreements, understandings and representations relating thereto.

16.2 Modifications. This Agreement may only be modified in writing signed by the Parties or any officers of such Parties with authority to bind the Party. No oral statements, representations, or course of conduct inconsistent with the provisions of this Agreement shall be effective or binding on any Party regardless of any reliance thereon by the other.

16.3 No discrimination. During the term of this Agreement, the Parties, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

16.3 Choice of Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

16.4 Construction.

16.4.1 Construction Against the Drafter. Provisions for which ambiguity is found shall not be strictly construed against any party by virtue of that party having drafted or prepared the same.

16.4.2 Captions. Captions of any section or paragraph of this Agreement are for the convenience of reference only and shall not define or limit the scope of any provisions contained therein.

16.4.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. However, if any provision is prohibited by or found to be invalid or unenforceable under applicable law or for any other reason or under particular circumstances, the same shall not affect the validity or enforceability of such provision under any other circumstances or of the remaining provisions of the Agreement. Such provision shall be deemed automatically amended with the least changes necessary so as to be valid and enforceable and consistent with the intent of such provision as originally stated.

16.4.4 Tense. Use of the singular number shall include the plural and one gender shall include all others.

17.0 ASSIGNMENT. Neither Party shall assign nor transfer any interest or obligation under this Agreement without the prior written consent of the Parties except as otherwise provided in Section 8.0 of this Agreement.

18.0 THIRD-PARTY BENEFICIARIES. This Agreement is intended to be an agreement solely between the Parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or appeal existing duties, rights, benefits or privileges of any third-party or parties, including, without limitation, employees of either party.

19.0 EXECUTION IN COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

20.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT. In entering into this Agreement, the Parties represent that they have relied upon the advice of their attorneys, who are the attorneys of their choice, concerning the legal consequences of this Agreement. They further agree that the terms of this Agreement have been completely read and explained to them and they are fully understood and voluntarily accepted.

21.0 WARRANTY OF CAPACITY TO EXECUTE.

21.1 Eric Genrich – Mayor, and Celestine Jeffreys- Clerk warrant that they have the legal authority to execute this Agreement on behalf of the CITY and to receive the consideration specified

in it, and that neither they nor the CITY have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement,

21.2 Anne Reed, President/CEO of WHS, warrants that he/she has the legal authority to execute this Agreement on behalf of WHS and to receive the consideration specified in it, and that neither he/she nor WHS has sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

FOR PROVIDER:

Date Signed: _____

WHS President/CEO

FOR CITY:

CITY OF GREEN BAY

Eric Genrich – Mayor

ATTEST:

Celestine Jeffreys - Clerk

APPROVED AS TO FORM:

Provisions have been made to pay the liability that will accrue hereunder.

SCHEDULE A
PAYMENT

1.0 Costs.

The CITY agrees to pay for services covered by this Agreement for the sum of \$100,000 for 2022. The Parties agree to a 3% increase in cost for each subsequent year. Cost for 2023 shall be \$103,000. Cost for 2024 shall be \$106,090. Payments shall be made in equal monthly installments per the schedule below.

Any services requested by the CITY, but not covered under this contract, may be provided by WHS in its discretion, and any such services will be billed to the CITY on an as incurred basis.

	<u>2022</u>	<u>2023</u>	<u>2024</u>
January	\$ 8,333.33	\$ 8,583.33	\$ 8,840.83
February	\$ 8,333.33	\$ 8,583.33	\$ 8,840.83
March	\$ 8,333.33	\$ 8,583.33	\$ 8,840.83
April	\$ 8,333.33	\$ 8,583.33	\$ 8,840.83
May	\$ 8,333.33	\$ 8,583.33	\$ 8,840.83
June	\$ 8,333.33	\$ 8,583.33	\$ 8,840.83
July	\$ 8,333.33	\$ 8,583.33	\$ 8,840.83
August	\$ 8,333.33	\$ 8,583.33	\$ 8,840.83
September	\$ 8,333.33	\$ 8,583.33	\$ 8,840.83
October	\$ 8,333.33	\$ 8,583.33	\$ 8,840.83
November	\$ 8,333.33	\$ 8,583.33	\$ 8,840.83
December	\$ 8,333.33	\$ 8,583.33	\$ 8,840.83

2.0 Method of Payment.

2.1 WHS shall submit an invoice to the CITY by the 10th day of each month for the services provided in the preceding month. The City shall pay the statement within thirty (30) days of receipt thereof. Invoiced amounts not paid within 30 days shall bear interest thereafter at the rate of 3% annually.

SCHEDULE B

REPORTS

Costs billed by WHS to the CITY will be paid with public funds. The Parties acknowledge that as a custodian of public funds, the CITY has an interest in understanding the expenses incurred by WHS in providing services under this Agreement. With that understanding, WHS agrees to provide the CITY with the reports described below.

1.0 By the 10th day after every month of service covered by this Agreement, WHS shall submit to the City of Green Bay Animal Control Officer or his/her designee a written report that shall contain the information described in 2.0 below regarding the services purchased by the CITY during the previous month of service. The Parties have agreed to the form of report to be used and an exemplar of the report is attached as Exhibit 1 to Schedule A of the Agreement. Annually WHS shall provide the information described in 2.0 below regarding all services purchased by the CITY as served by WHS.

2.0 For each of the following categories of animals, WHS shall report the information described in 2.1 to 2.3, below: "Dogs", "cats", "livestock" and "others".

2.1 Total number of animals in each category that were admitted under this contract.

2.2 Total number of animals in each category for which WHS provided custodial care and the total number of days for which custodial care service was provided.

2.3 Total number of animals in each category that were euthanized.

2.4 The Parties agree to work collaboratively to deliver more detailed information to provide the CITY the ability to easily audit the aggregate numbers referenced in 2.1, 2.2, and 2.3.



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

September 21, 2021

PREPARED BY

AGENDA ITEM # Q.1

To refer to staff to calculate expenses the Forestry Department would have incurred, for consideration to reimburse the property owner at 1236 Thrush Street \$3,500 for the removal of 3 street trees and bring this back to the next Parks Committee for discussion.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Map2-Final
2. Photos2



Syringa Blvd. looking east at adjacent sidewalk



Syringa Blvd. looking east at tree 1



Syringa Blvd. looking west at trees 1, 2, & 3



Syringa Blvd. Looking west at trees 2 & 3



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

September 21, 2021

PREPARED BY

AGENDA ITEM # Q.2

To approve the Green Bay Arts Commission to install up to 4 art sculptures in Leicht Memorial Park. Motion Failed 2-2; No Recommendation.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

September 21, 2021

PREPARED BY

AGENDA ITEM # Q.3

To hold on the request by Ald. Wery to review drainage concerns in the baseball fields at Colburn Park until the next Parks Committee meeting.

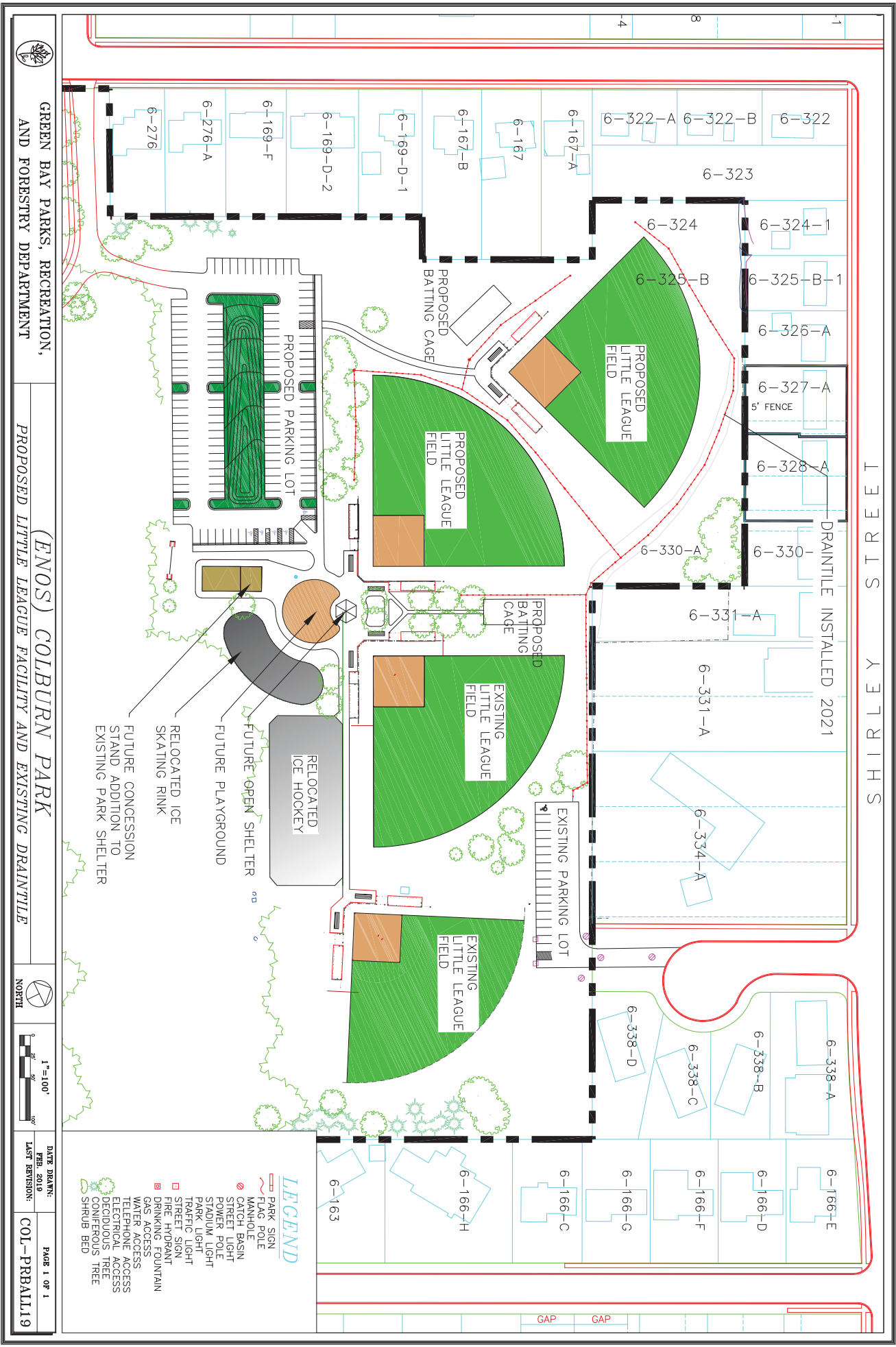
BACKGROUND

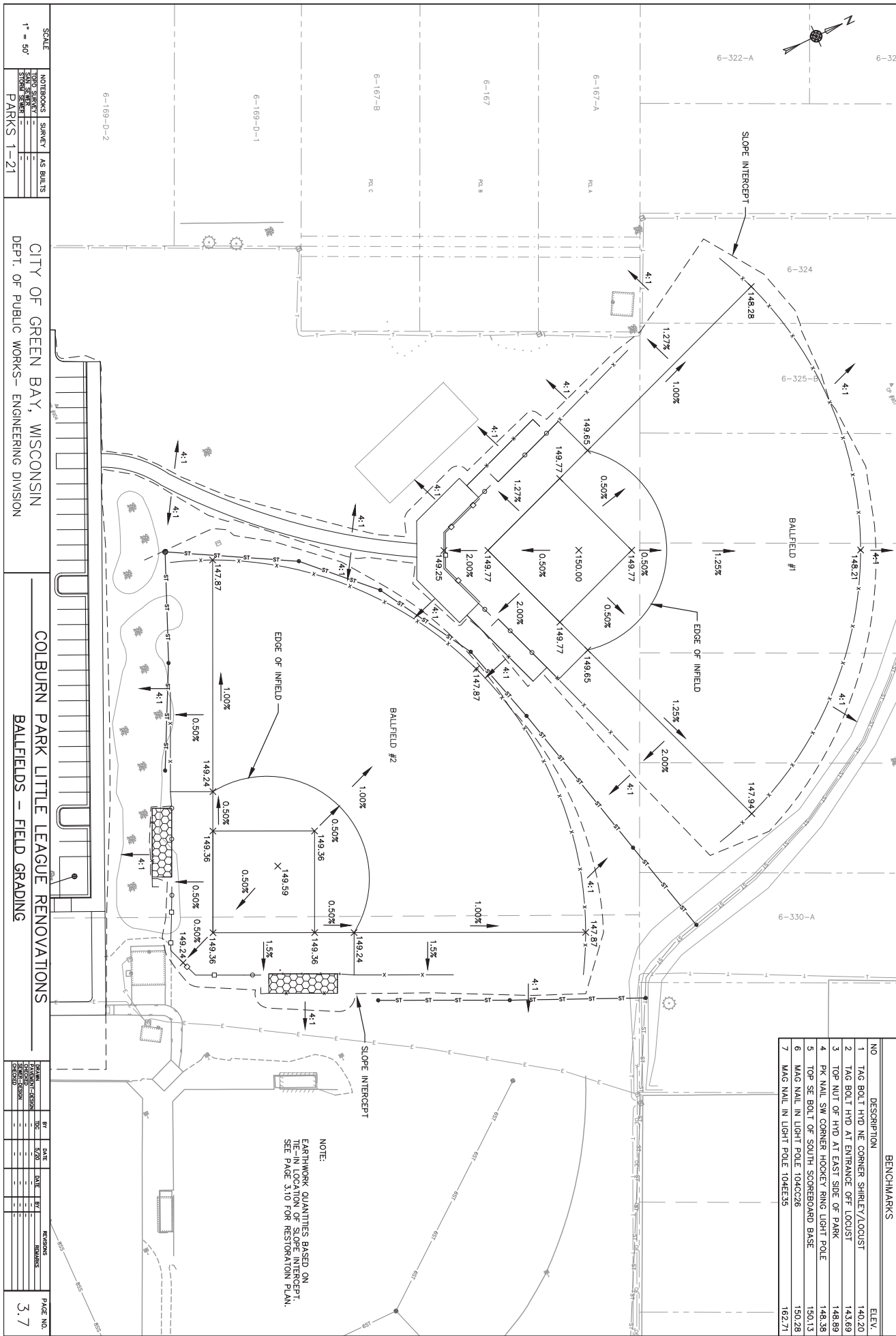
RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Colburn Little League 9.10.21-4
2. 3.7 Bid Plan Grading (003)







Report to the
Parks Committee
of the City of Green Bay

MEETING DATE

September 21, 2021

PREPARED BY

AGENDA ITEM # Q.4

To refer to staff to provide a recommendation for modifications to the Park Department's Public Notification Policy.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Policy - Resident Notification - Final

CITY OF GREEN BAY
PARKS, RECREATION & FORESTRY DEPARTMENT
POLICIES AND PROCEDURES

GENERAL SUBJECT: Administration
SPECIFIC SUBJECT: Public Notification for Park Development
AUTHORIZATION DATE: Park Committee Approved: 7/10/19
Council Approved: 7/16/19

Purpose

To establish a policy to gather input from the public about funded Park development projects.

Policy and Procedures

- The City Council approved Park capital improvement projects will be listed on the City webpage. There will be contact information provided on the website for the public to provide comments and/or questions.
- Per the discretion of the Park Director, neighborhood input meetings will occur for projects on a case by case basis. In these situations Park staff will reach out to Alderperson for the park area, the Neighborhood Association and/or the affected adjacent property owners.
- For all construction projects that are publically bid, seventy-two (72) hours prior to the start of construction, the awarded Contractor for the park project will notify adjacent neighbors of the start of construction.

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: September 14, 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.

- Procurement Manager – Replacement position due to the resignation of Calvin Winters effective September 25, 2021. Salary range: \$69,555 - \$81,827 annually.
- Park Maintenance Worker – A replacement position for Scott Kraus due to a vacancy effective August 31, 2021. Salary range: \$20.36 to \$23.96 per hour

**Position Fill Request
Justification Report
(9/8/2021)**

Position Title:

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

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

This position will be vacant following the resignation of Calvin Winters effective 9/25/2021.

- 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, the Procurement Manager position is fully funded by general levy and a portion charged back to other city departments that have a separate funding source for procurement services. The wage range is \$69,555 - \$81,827/Annually (Pay Grade L).

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

Manages the city's Purchasing Department and Document Center, city purchasing card program, and solicits formal and informal quotation and proposal requests for all City Departments. Oversight to the city taxpayer by using sound, prudent, equitable, and consistent procurement practices following the City purchasing policies and procedures. Presents award recommendations for approval of expenditures to various committees.

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

This position reviews all contracts and purchase orders to be prudent and equitable for the city. Assists in negotiations of contracts, work on cost saving projects (WPS annual saving of +\$30,000), oversees the Cell Tower revenue contracts \$240,000, and maximizes the city's p-card rebate of over \$120,000 annually.

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

Current staff of two part-time Buyers and one Account Clerk (total of 2.3 FTE's) are working on new requisitions and purchase orders, on-going contracts renewals, and communication with vendor and departments. They would not be able to take on the additional work completed by the Procurement or attend the committee meeting without incurring overtime.

One of the part-time buyers is also retiring 9/27/2021

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

By the current Procurement Manager with planned resignation date of 9/25/2021

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

The award recommendations may be not be presented to the various committees, oversight on the p-card program, resolution of problems with orders and communication with vendors or departments. Some contracts negotiations would need to be delegated to another manager or legal team, or put on hold.

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

Hiring contract help to fill the Procurement Managers duties – dependent on qualifications.

9. Are there union issues?

No union issues

10. Other supporting comments.

None

**Position Fill Request
Justification Report
September 1, 2021**

Position Title: Park Maintenance Worker

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

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

This position will be vacant as a result of the end of employment of Scott Kraus on August 31, 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 budgeted. The wage range is \$20.36 - \$23.96 per hour.

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

The Park Maintenance Worker is a generalist position responsible for maintaining all facets of the year-round park operations. Parks and the related facilities are used daily from sun-up to 10:00 p.m. throughout the year. Therefore, we need to ensure that they are clean, safe, and functional at all times for our patrons.

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

No.

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

Over the years, we have added more parkland and facilities, but have not added additional staff. We are also responsible for maintaining a four-diamond Little League complex, a six-field soccer complex, more trails, more parklands, and the City Deck.

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

When vacancies occur in this classification, we are unable to meet all of the maintenance needs of our parks and facilities. As positions become vacant, we prioritize and reprioritize our daily work. The effect is that many of the services that we provide to the public are being performed less frequently.

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

The overall service would be reduced. We have tried to lessen the obvious impact by reprioritization.

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

Contracting for various maintenance services would need to be explored. Costs would be dependent on the service contracted. The Park Maintenance Worker performs a wide range of services during a calendar year, therefore making it difficult to replace a single position by contracting.

9. Are there union issues?

No.

10. Other supporting comments.

As our park system continues to grow, our staffing has remained level for quite a number of years. We have been able to accomplish this by being efficient with delegating staff responsibilities. Whenever any Park Maintenance position is vacant, it becomes a strain on our Park Maintenance operations. Since 2001, the Parks Division has been responsible for maintaining the following added facilities without adding park maintenance staff; V.T. Pride Park, Joannes SK8 Park, Leicht Memorial park, Resch Aquatic Center, nine splash pads, many Park property acquisitions, Navarino Park, Finger Road Ball Field Complex, Arnie Wolff Sports Complex, significant Bay Beach Amusement Park expansion, a new Banquet Facility/4K School at the Wildlife Sanctuary, CityDeck, as well as several miles of paved and unpaved trails.

With future additional maintenance responsibilities sure to come such as the Shipyard, JBS Park and the shoreline improvements at Bay Beach, we will fall further behind in our efforts to provide the most basic services if we do not maintain our staffing levels accordingly.



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name Brown		County Code Number 05		Report for Month/Year August, 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.)	\$ 63,654.07	\$ 63,654.07			
Adjustment (if applicable)	\$.00	\$.00			
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	\$ 22,244.45	\$ 19,252.87		\$ 2,991.58	
Adjustment (if applicable)	\$.00	\$.00		\$.00	
3. Penalty Surcharges (s. 757.05, Stats.)	\$ 15,765.34			\$ 15,765.34	
Adjustment (if applicable)	\$.00			\$.00	
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	\$ 5,785.08		\$ 5,785.08		
Adjustment (if applicable)	\$.00		\$.00		
5. Driver Improvement Surcharges (s. 346.655, Stats.)	\$ 6,967.80		\$ 3,170.46	\$ 3,797.34	
Adjustment (if applicable)	\$.00		\$.00	\$.00	
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)	\$ 7,535.58			\$ 7,535.58	
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.)	\$ 500.00		\$ 500.00		
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.)	\$ 700.00			\$ 700.00	
Adjustment (if applicable)	\$.00			\$.00	
12. Totals	\$ 123,152.32	\$ 82,906.94	\$ 9,455.54	Pay This Amount \$ 30,789.84	

Continue onto the next page.



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

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

Name: NEIL BASTEN Signature: [Signature] Date: 9-1-2021

III. TREASURER'S CERTIFICATION

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

Treasurer: Paul R. Manly Date: 9/3/21

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 AUTHORIZING CONDITIONAL USE
PERMIT AT 500 NORTH CHESTNUT AVENUE
(ZP 21-28)**

September 21, 2021

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

That, pursuant to Zoning Petition 21-28 and the recommendation of the Plan Commission on September 13, 2021, the City of Green Bay does authorize a Conditional Use Permit (CUP) for a single-family use in an Office/Residential (OR) District at 500 North Chestnut Avenue, submitted by Stephanie Hummel.

ELMORES ADD W 1/2 OF LOT 38 & W 1/2 OF LOT 37 EX N 10
FT 5,446 SQ FT

Tax Parcel No. 5-921

Said conditional-use permit shall be granted subject to compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit.

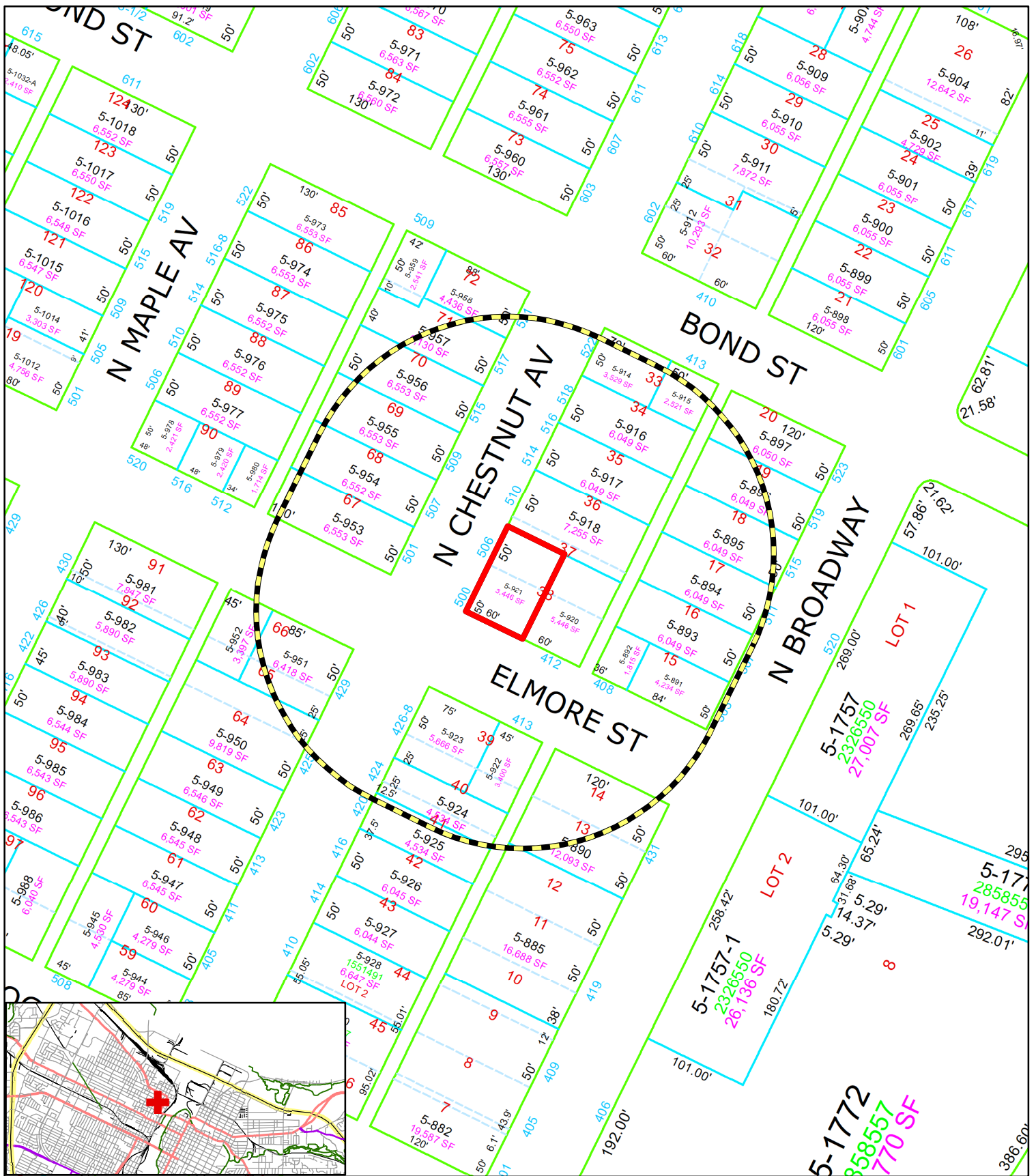
Adopted _____

Approved _____

Mayor

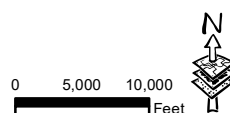
Clerk

pn
Attachment – Map



Zoning Petition (ZP 21-28)
Proposed Conditional Use Permit (CUP)
500 North Chestnut Avenue

- Subject Area
- 200' Property Owner Notice



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

**RESOLUTION TO AMEND THE SECOND AMENDED AND RESTATED
PLEDGE AND SECURITY AGREEMENT**

September 21, 2021

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, as of July 11, 2017, various municipalities, including the City of Green Bay, together with Brown County, the Room Tax Commission, and Associated Bank (collectively, "the Parties") entered into the Second Amended and Restated Pledge and Security Agreement; and

WHEREAS the Parties desire to enter into Amendment No. 1 to the Second Amended and Restated Pledge and Security Agreement ("Amendment No. 1"), in substantially the form attached hereto, to correct a defined term in said Agreement;

NOW, THEREFORE, BE IT RESOLVED that Amendment No. 1 is approved and the Mayor and Clerk are hereby authorized to execute Amendment No. 1 on behalf of the City.

Adopted _____

Approved _____

Mayor

Clerk



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

MEETING DATE

September 21, 2021

PREPARED BY

AGENDA ITEM # U.1

General Ordinance 21-21
Amending Green Bay Municipal Code Sections 16-81 and 16-82, relating to Storm Water Management.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. DRAFT GO 21-21 - Amend 16-81 and 16-82 - Storm Water Management

GENERAL ORDINANCE NO. 21-21

AN ORDINANCE AMENDING SECTIONS 16-81 AND 16-82,
GREEN BAY MUNICIPAL CODE, RELATING TO
STORM WATER MANAGEMENT

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

SECTION 1. Section 16-81(m), Green Bay Municipal Code is hereby amended as follows:

- (m) *Fee in lieu of on-site stormwater management practices.* Where the Director of Public Works waives all or part of the minimum on-site stormwater management requirements under subsection (k)(3) of this section, or where the waiver is based on the provision of adequate stormwater facilities provided by the City of Green Bay downstream of the proposed development, as provided for under subsection (k)(2) of this section, the applicant shall be required to pay a fee ~~in an amount determined in negotiation with the City of Green Bay~~ **as provided in the City Fee Schedule**. In setting the fee for land development projects, the City of Green Bay shall consider an equitable distribution of the cost of land, engineering design, and construction.

SECTION 2. Section 16-82(b)(3), Green Bay Municipal Code, is hereby amended as follows:

- (3) Fees shall be ~~those established by the Director of Public Works~~ **as provided in the City Fee Schedule** and **shall be** billed to the applicant for actual expenses charged by the City or its consultant to review the stormwater management plan. ~~Fees may, from time to time, be reviewed and modified by resolution.~~

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

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

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

APPROVED:

Mayor

ATTEST:

Clerk

bdad

[Date]