AGENDA OF THE COMMON COUNCIL

TUESDAY, OCTOBER 19, 2021, 6:00 PM
In person at City Hall Room 200.
Virtual attendance also available via Zoom.

A. Zoom Meeting Information.

1. This item contains information and instructions for the Zoom Virtual Meeting.

B. Roll Call.

C. Pledge of Allegiance.

D. Invocation.

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

E. Approval of Minutes.

1. Approval of the minutes from October 5, 2021.

F. Approval of the Agenda.

G. Report by the Mayor.

H. Announcements.

I. Presentation

1. Presentation by the Resiliency Coordinator and members of the Sustainability Commission on the greenhouse gas benchmarking report for the City of Green Bay's buildings and operations, using 2018 as the baseline year.

J. Ordinances - Second Reading for Adoption.

1. Zoning Ordinance No. 11-21
   An ordinance rezoning the property located at 1460 Shawano Avenue from Low-Density Residential (R1) District to Public Institutional (PI) District.

2. Zoning Ordinance No. 12-21
   An ordinance rezoning the property located at 235 & 237 Elizabeth Street from General Commercial (C1) to Low Density Residential District (R1).

3. General ordinance No. 23-21
   An ordinance amending Chapter 10 Green Bay Municipal Code, relating to business licenses.

K. Committee of the Whole.

1. Consideration, with possible action, on a resolution opposing construction on Enbridge Energy's lines 3 and 5 Tar Sands Oil Pipeline (referred by Alder Scannell).

2. Consideration with possible action on a Resolution Authorizing the Sale and Issuance of $27,915,000* Taxable Lease Revenue Refunding Bonds, Series 2021 (KI Convention Center Expansion Project) Approving the Execution of Related Documents, and Other Details (**preliminary number expected to be updated on the 19th in connection with pricing*)

L. Report of the Finance Committee (October 12, 2021).

1. To proceed with Investment Advisory Services with Ehlers & Associates, Inc.

2. To approve the acceptance of 2021 Port Security grant of $83,190 with a 25% local match required of $27,730.

3. To deny reimbursement of the property owner at 1236 Thrush Street $1,077.93 for the removal of 3 street trees, to be funded out of the Contingency account.

M. Report of the Redevelopment Authority (October 12, 2021).

1. INFORMATIONAL ONLY - To authorize City staff to award a contract for the Legends District Sidewalk and Lighting project to the qualified low bidder, not to exceed $425,000 upon completion of required bidding procedures.

2. To approve the 2021-2022 Tax Increment District Affordable Housing (TIDAH) Plan and forward to the City Council for approval.

N. Report of the Protection & Policy Committee (October 11, 2021).

1. To approve a change of agent for Walgreens Co. at 1401 E. Mason St.

2. To approve a request by Appleton Indoor Golf, LLC at 2255 Main St. to extend the issuance of their liquor license to November 15, 2021 (License granted at the August 3, 2021 Common Council Meeting).

3. To approve an application for an available "Class B" Combination liquor license by LCS LLC (Beats Lounge) at 1583 Main St. with a licensed premises description as "stored in coolers, walking cooler, liquor room, behind the bars." (Currently licensed as a "Class B" Combination-Reserve License by Club9Twenty).

4. To hold item until the March 28, 2022 Protection and Policy meeting to report any additional data reported through the request for service a City review of enforcement

scenarios, including citations and warnings, with respect to loud automobile, truck and other vehicular forms of transportation (communication from Ald. Steuer, District 10), previously discussed at the August 23, 2021 Protection & Policy Committee Meeting.

5. To approve General Ordinance No. 24-21 amending Section 24-6(14) of the Green Bay Municipal Code relating to public nuisances affecting peace and safety.

6. To receive and place on file the Liquor Violation Report for October 11, 2021.

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

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

P. Report of the Personnel Committee (October 12, 2021).

1. To approve the request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
   a. Forestry Worker I - Park, Recreation & Forestry

2. To approve the modification of the Municipal Judge position from .65 FTE to a .5 FTE position and continue to offer full-time benefits.

3. To approve Personnel Policy Chapter 11: Travel and Reimbursement to remove 11.5.4 Monthly Automobile and Parking Allowance.

Q. Receive and Place on File.

1. The Municipal Court Report for September 2021.

R. Resolutions.

1. Resolution Providing for the Sale and Issuance of $ Municipal Revenue Obligation, Series 2021 (KI Convention Center Expansion Project), the Payment Thereof and Other Related Details and Covenants.

2. Resolution opposing construction on Enbridge Energy's lines 3 and 5 tar sands oil pipeline.

3. Resolution establishing aldermanic wards in the City of Green Bay, as a result of the 2020 Census.

S. Ordinances - First Reading.

1. General Ordinance No. 24-21
   Amending Green Bay Municipal Code Section 24-6(14), relating to public nuisances affecting peace and safety.

T. Referral of Petitions & Communications.

U. 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

2021-10-19 Common Council

Zoom Meeting Information

Celestine Jeffreys is inviting you to a scheduled Zoom meeting.

Topic: Common Council 10.19.2021
Time: Oct 19, 2021 06:00 PM Central Time (US and Canada)

Join Zoom Meeting
https://us02web.zoom.us/j/87931433348

Meeting ID: 879 3143 3348
Passcode: 755258
One tap mobile
+13126266799,,87931433348#,,,,*755258# US (Chicago)
+19292056099,,87931433348#,,,,*755258# US (New York)

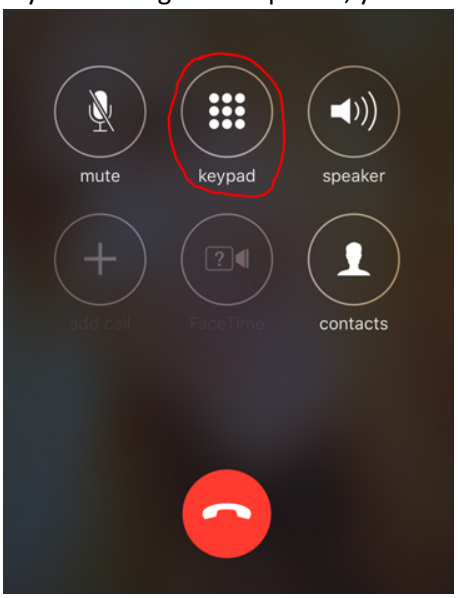
Dial by your location
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)
Meeting ID: 879 3143 3348
Passcode: 755258
Find your local number: https://us02web.zoom.us/u/kbttQA2Fpr

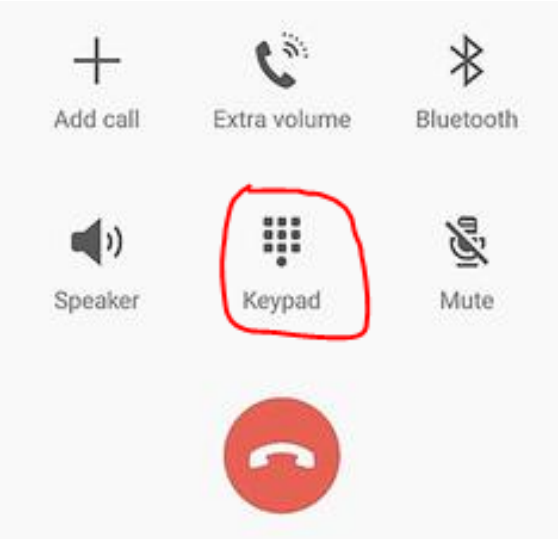
Additional Information

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

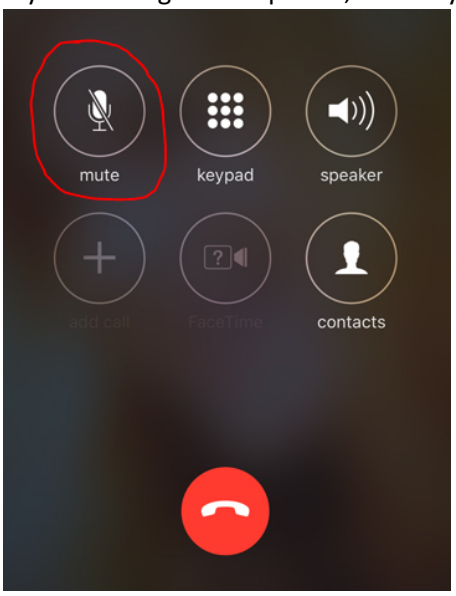
Calling into the Zoom meeting using a smartphone

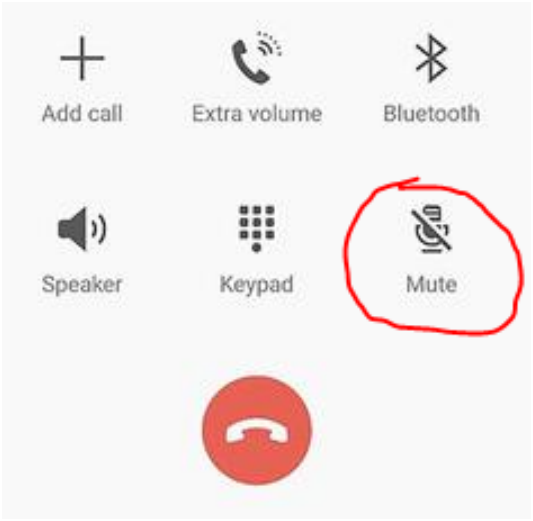
1. Dial the phone number listed at the beginning of this document.
2. When prompted, enter the Meeting ID number followed by **#**
    a. If you're using a smartphone, you can access the keypad by clicking "Keypad" on your screen





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





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

Report to the
Common Council of the City of Green Bay

MEETING DATE	PREPARED BY
October 19, 2021	

AGENDA ITEM # I.1

Presentation by the Resiliency Coordinator and members of the Sustainability Commission on the greenhouse gas benchmarking report for the City of Green Bay's buildings and operations, using 2018 as the baseline year.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2021-10-19 Sustainability Commission_GHG emissions presentation

Building & Operations GHG

City of Green Bay

Green Bay, WI

1

Our Commitment to a Clean Energy Future

- October 2018 - Sustainability Commission first met and set goal of 100% clean energy by 2050 for the city and community.
- April 2019 - Mayor Genrich commits city to 100% clean energy by 2050.
- Commission developed Renewable Energy Work Plan to outline how to start achieving goal.
- Early 2020 - Commission further outlines steps to reach goal.
- May 2021- Resolution joining Wisconsin Local Government Climate Coalition and reiterating our commitment to 100% clean energy by 2050 passes council.

2

Sustainability Commission Work

City-wide

- Solar installations at Leicht Park and Fire Station #5 on E. Mason.

Community-wide

- Clean Energy Working group made up of experts, advocates, and representatives from other local governments.

3

EPA Local GHG Inventory Tool

- How we got here - Methodology
- Base year used (2018)
- Partners involved
- Data sources
- Compilation of data and data entry
- Summary of Results

4

Scope 1 Emissions

- GHG emissions directly from sources controlled by the City - Boilers, furnaces, vehicles, etc.

Scope 2 Emissions

- Indirect GHG emissions purchased by the City for electricity, steam, heat, or cooling, etc.

Scope 3 Emissions

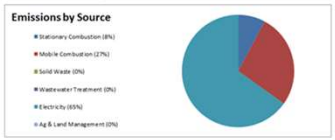
- Emissions from the result of activities of assets not owned but related to operations of the City (not in Scope 1 or 2). Such as waste generation, employee commuting, business travel,etc. Can be the largest emissions source.

Total Green Bay - City Operations Emissions (MT CO2e)

	CO_2	CH_4	N_2O	Total MT CO_2e	Percent of Total
Scope 1	10,928.03	9.47	44.56	10,982.06	35%
Scope 2	20,365.77	51.28	90.42	20,507.47	65%
Scope 3	-	-	-	-	0%
Total Gross Emissions	31,293.81	60.74	134.98	**31,489.53**	100%
Total Net Emissions	31,293.81	60.74	134.98	**31,489.53**	100%

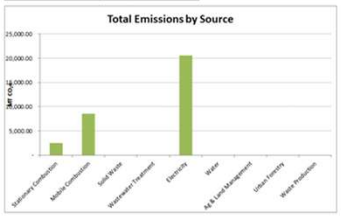
Emissions by Source (MT CO_2e)

Source	CO_2	CH_4	N_2O	Total	Percent of Total
Stationary Combustion	2,474.64	0.24	0.01	2,474.88	8%
Mobile Combustion	8,453.40	9.23	44.56	8,507.19	27%
Solid Waste	-	-	-	-	0%
Wastewater Treatment	-	-	-	-	0%
Electricity	20,365.77	51.28	90.42	20,507.47	65%
Water	-	-	-	-	0%
Ag & Land Management	-	-	-	-	0%
Urban Forestry	-	-	-	-	0%
Waste Production	-	-	-	-	0%
Total (Gross Emissions)	31,293.81	60.74	134.98	**31,489.53**	100%
Total (Net Emissions)	31,293.81	60.74	134.98	31,489.53	

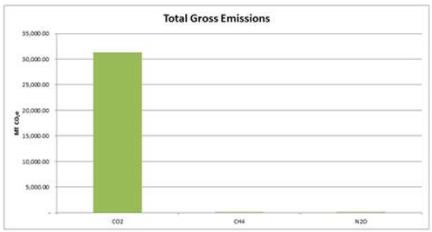


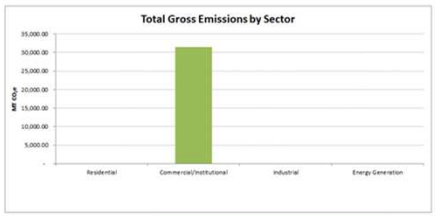
Gross Emissions by Sector

Sector	Total Total (MT CO_2e)	Percent of Total
Residential		0%
Commercial/Institutional	31,489.53	100%
Industrial	-	0%
Energy Generation		0%
Total	**31,489.53**	**100%**



0.30 Per capita Emissions forGreen Bay - City Operations (MT CO2e/person)





5

Further Calculations

GHG City Operations Comparison

Green Bay, Wisconsin – pop. 104,777
GHG Inventory 2018 - **31,490 MT**

Everett, Washington – pop. 109,766
GHG Inventory 2006 - **27,130 MT**

Somerville, Massachusetts – pop. 80,906
GHG Inventory 2014 – **11,930 MT**

Naperville, Illinois – pop. 147,501
GHG Inventory 2005 – **37,449 MT**

On a MT/person level we are higher than the comparison cities (.30/.25/.15/.25) and we are later to the table in terms of GHG calculation and reduction efforts.

What we still need for data

- Employee commuting behavior
- Employee travel
- Solid waste
- Fertilizer & herbicide/pesticide usage
- Urban (City owned properties) Tree Canopy
- Wastewater treatment?
- Other unidentified sources

6

Next Steps

- Working with utility provider to obtain community-wide electricity and natural gas data
- Seek funding to develop community climate action plan (CAP)
- Communicate and engage with stakeholders
- Develop mitigation strategies and policies
- Track progress toward meeting GHG reduction goals
- Possibly partner with other local governments on regional solutions to reduce carbon emissions

7

Questions?

8

ZONING ORDINANCE NO. 11-21

AN ORDINANCE REZONING THE PROPERTY LOCATED AT 1460 SHAWANO AVENUE FROM LOW-DENSITY RESIDENTIAL (R1) DISTRICT TO PUBLIC INSTITUTIONAL (PI) DISTRICT (ZP 21-31)

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 1460 Shawano Avenue from Low-Density Residential (R1) District to Public Institutional (PI) District:

> That part of Private Claim Number 1, West Side of Fox River, and that part of Lots 38 and 39, Dousman and Elmore's Second Addition, City of Green Bay, Brown County, Wisconsin described as follows: Beginning at the southwest corner of Parcel A, Brown County Certified Survey Map Number 260 as recorded in Volume 1 of Certified Survey Maps, Page 461, as Document Number 604163; thence N64°-07'-45"W, 355.73 feet, along the northerly rights-of-way line of Shawano Avenue, (also known as State Highway 29); thence N19°-12-15"W, 14.17 feet, to the easterly rights-of-way line of Fisk Street; thence N25°-40'-50"E, 373.47 feet, along said easterly rights-of-way line of Fisk Street, to a northerly line of the parcel described in Brown County Document Number 2093407; thence S64°-17'-26"E, 135.00 feet, along said northerly line of Document Number 2093407, to a westerly line of said Document Number 2093407; thence N25°-40'-50"E, 190.54 feet, along said westerly line of said Document Number 2093407 and westerly line of said Document Number 2093406, to a southerly line of said Document Number 2093406; thence N64°-17-36"W, 135.00 feet along said southerly line of said Document Number 2093406, to the easterly rights-of-way line of Fisk Street (also being a westerly line of said Document Number 2093406);thence N25°-40'-50"E, 32.00 feet along said easterly rights-of-way line of Fisk Street, to a northerly line of Document Number 2124353; thence S64°-17'-36"E, 135.00 feet along said northerly line of Document Number 2124353, to a westerly line of Document Number 2124353; thence N25°-40'-50"E, 53.22 feet, along said westerly line of Document Number 2124353, to a northerly line of Document Number 2124353; thence S64°-16'-25"E, 251.17 feet along said northerly line of Document Number 2124353, to a westerly line of Document Number 2124353; thence N32°-15'-29"E, 22.49 feet, along said westerly line of Document Number 2124353, to a northerly line of Document Number 2124353; thence S31°-44'-32"E, 38.58 feet along said northerly line of Document Number 2124353, to the easterly line of said Lot 39, Dousman

and Elmore's Second Addition; thence S25°-47'-13"W, 282.83 feet, along said easterly line of said Lot 39, to the northerly line of said Parcel A, Certified Survey Map Number 260; thence N64°-16'-25"W, 54.87 feet, along said the northerly line of said Parcel A, Certified Survey Map Number 260, to the northwest corner of said Parcel A, Certified Survey Map Number 260; thence S25°-42'-01"W, 378.96 feet along the westerly line of said Parcel A, Certified Survey Map Number 260, to the point of beginning.

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:

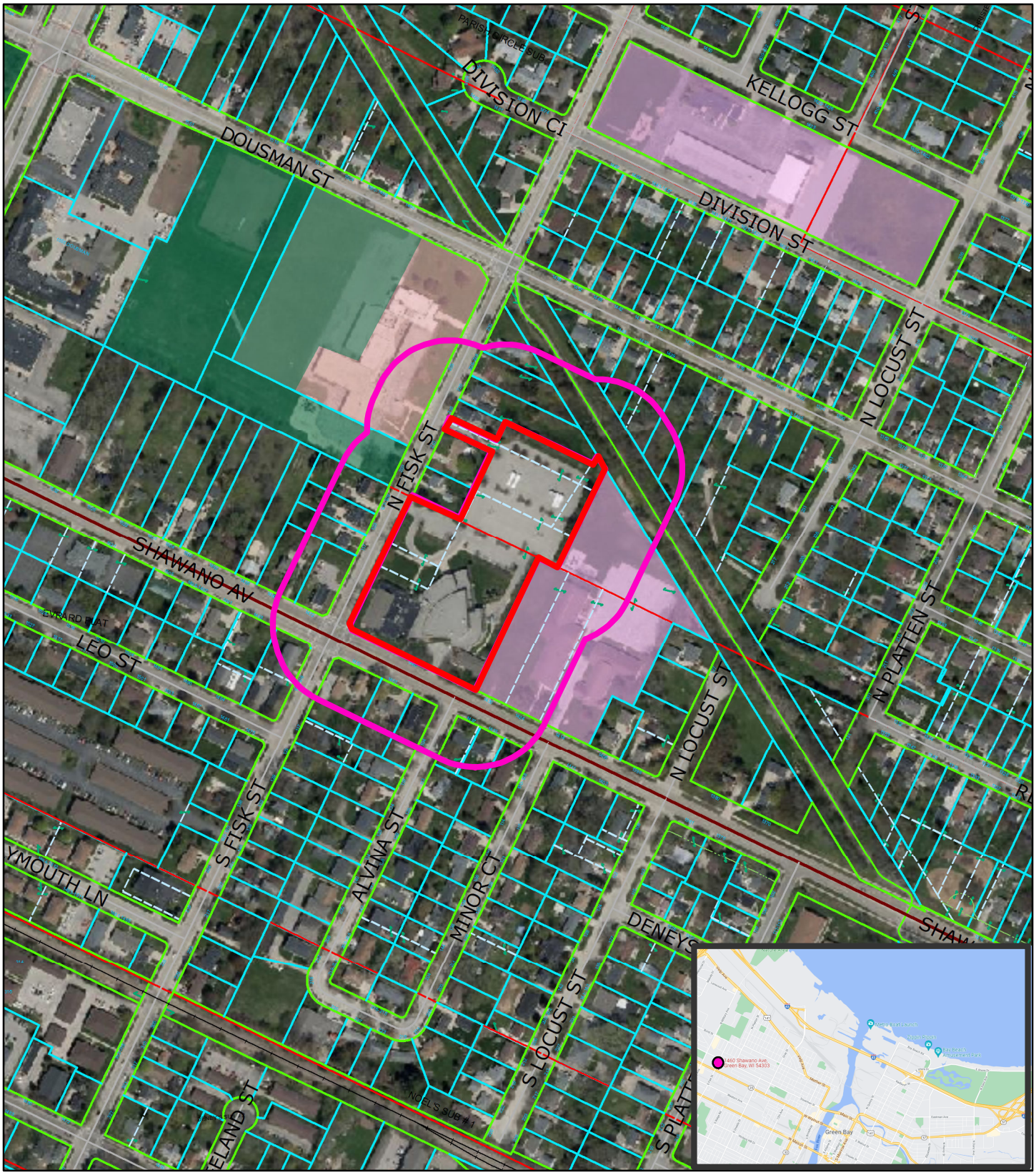
_____
Mayor, Eric Genrich

ATTEST:

_____
Clerk, Celestine Jeffreys

ms

Attachment – Map



N

(ZP 21-31) Rezone 1460 Shawano Avenue from Low-Density Residential (R1) to Public Institutional (PI)

Green Bay, WI, 54303

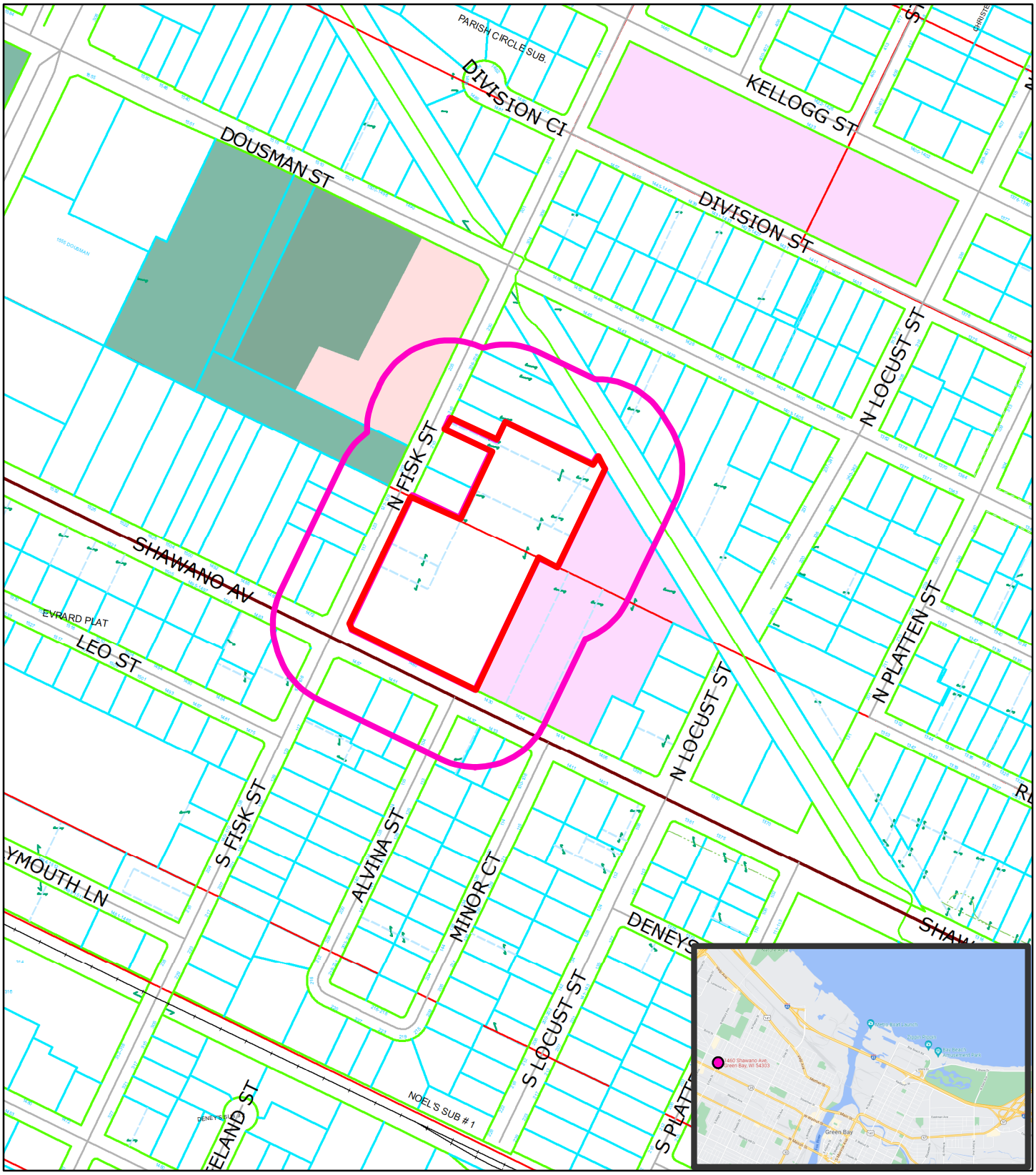
Parcel Numbers:
6-240

Feet
0 100 200 400

Subject Parcels

Notification Area
200'

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



N

(ZP 21-31) Rezone 1460 Shawano Avenue from Low-Density Residential (R1) to Public Institutional (PI)
Green Bay, WI, 54303

Feet
0 100 200 400

Subject Parcels

Notification Area 200'

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Parcel Numbers:
6-240

ZONING ORDINANCE NO. 12-21

AN ORDINANCE REZONING THE PROPERTY LOCATED AT 235 & 237 ELIZABETH STREET FROM GENERAL COMMERCIAL (C1) TO LOW DENSITY RESIDENTIAL DISTRICT (R1) (ZP 21-32)

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 235 & 237 Elizabeth Street from General Commercial (C1) District to Low Density Residential (R1) District:

235 Elizabeth Street
Parcel Number 19-324;

Lot Thirty-eight (38) and the East 60 feet of Lot Forty-five (45), according to the recorded Plat of Newhall's Addition, in the City of Green Bay, East Side of Fox River, Brown County, Wisconsin.

237 Elizabeth Street
Parcel Number 19-324-3;

All of the Vacated Lot Thirty-nine (39) and the East 60 feet of the vacated Lot Forty-four (44), according to the recorded Plat of Newhall's Addition, in the City of Green Bay, East Side of Fox River, Brown County, Wisconsin, being part of the Northwest ¼ of the Southwest ¼, Section 32, Township 24 North, Range 21 East.

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.

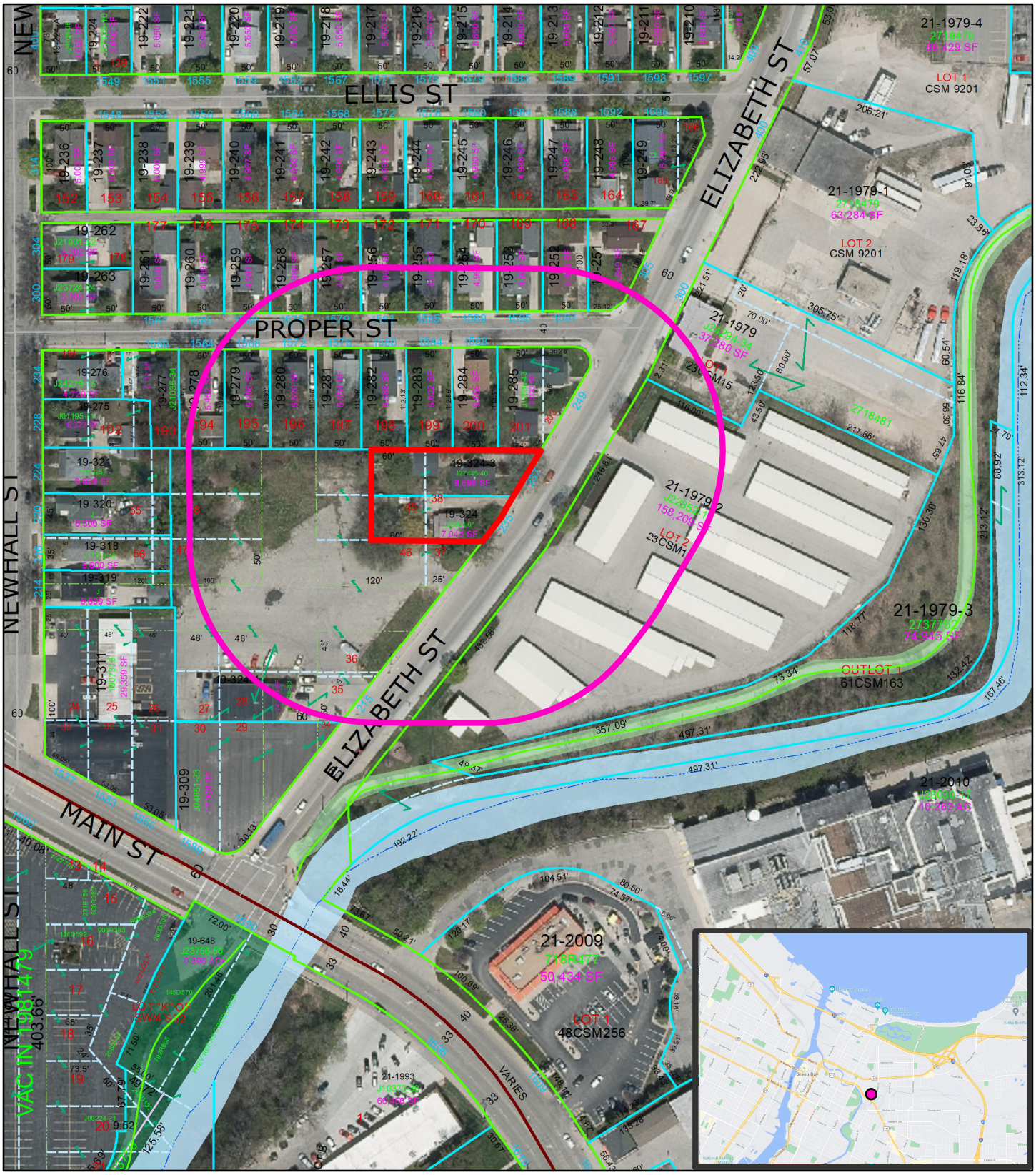
APPROVED:

_____
Mayor

ATTEST:

_____
Clerk

ms
Attachment – Map



(ZP 21-32) Rezone 235 & 237 Elizabeth Street from General Commercial (C1) to Low Density Residential District (R1)

Green Bay, WI, 54305

N

0 40 80 160 Feet

Subject Parcels

Notification Area 200'

Parcel Numbers:
19-324, 19-324-3

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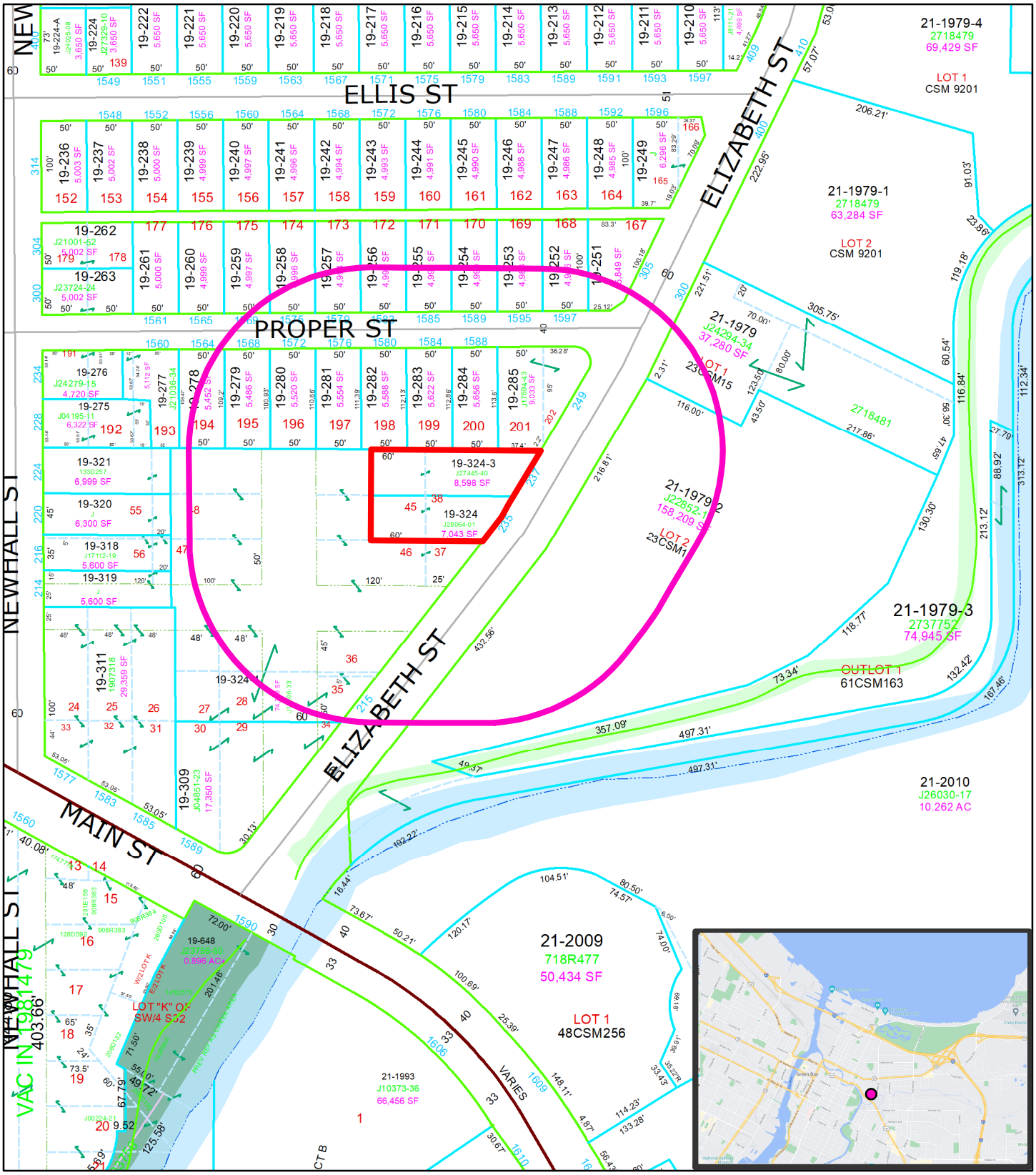

(ZP 21-32) Rezone 235 & 237 Elizabeth Street from General Commercial (C1) to Low Density Residential District (R1)

Green Bay, WI, 54305

N

Feet
0 40 80 160

Subject Parcels

Notification Area 200'

Parcel Numbers:
19-324, 19-324-3

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

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

MEETING DATE	PREPARED BY
October 19, 2021	

AGENDA ITEM # J.3

General ordinance No. 23-21
An ordinance amending Chapter 10 Green Bay Municipal Code, relating to business licenses.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. DRAFT GO 23-21 Amend Chapter 10

GENERAL ORDINANCE NO. 23-21

AN ORDINANCE
AMENDING CHAPTER 10
GREEN BAY MUNICIPAL CODE,
RELATING TO BUSINESS LICENSES

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

SECTION 1. Section 10-19, Green Bay Municipal Code, is hereby amended to read:

A license shall be required for the sale of each of the following or the conduct of the business or activity, at the license fee indicated in the City Fee Schedule. The license shall be for one year unless otherwise indicated.

(1) Ambulances.

(2) Auto salvage storage.

~~(3) Bakeries and confectioneries.~~

~~(4)~~**(3)** Billiard and pool tables, ~~gamerooms~~ **game rooms**.

~~(5)~~**(4)** Canvasser, solicitor, peddler and transient merchants, and direct sellers.

~~(6)~~**(5)** Cigarettes.

~~(7) Closing out sales.~~

~~(8) Restaurants.~~

~~(9) Fermented malt beverages.~~

~~(10) Hotels and motels, as defined in Chapter 38, Article II, and Wis. Admin. Code § ATCP 72.03.~~

~~(11) Intoxicating liquor.~~

~~(12)~~**(6)** Junk ~~and second-hand~~ dealers.

(7) Secondhand dealers and pawnbrokers.

~~(13) Parades.~~

~~(14) Pawn brokers.~~

~~(15) Residential building contractors.~~

~~(16) Retail food markets.~~

~~(17) Sales at City Stadium.~~

~~(18)~~**(8)** Taxicab business licenses.

~~(19)~~**(9)** Taxicab operator's licenses.

~~(20) Circuses and carnivals.~~

~~(21)~~**(10)** Advisory inspections, as defined in Section 10-21.

~~(22)~~**(11)** Pre-inspections, as defined in Section 10-22.

SECTION 2. Section 10-20(b), Green Bay Municipal Code, is hereby amended to read:

(b) *Granting of licenses.* The designated officer may issue the following licenses subject to the standards established by this chapter without prior approval of the Council. **All other licenses shall be granted by the Council, unless otherwise designated**.

(1) Auto salvage storage: City Clerk, upon approval ~~of~~ **by** City Planner.

~~(2) Bakeries: City Clerk.~~

~~(3)~~**(2)** Billiard and pool tables, ~~gamerooms~~ **game rooms**: City Clerk, upon approval by Chief of Police.

~~(4)~~**(3)** Canvasser, solicitor, peddler and transient merchant and direct sellers: City Clerk, upon approval by ~~the~~ Chief of Police.

~~(5) Eating and drinking establishments: City Clerk.~~

~~(6) Hotel and motel: City Treasurer.~~

~~(7)~~**(4)** Junk ~~and secondhand~~ dealers: City Clerk**, upon approval by Chief of Police and Director of Community and Economic Development**.

(5) Secondhand dealers.

~~(8) Parades: Chief of Police.~~

~~(9)~~**(6)** Pawn brokers: City Clerk, upon approval by Chief of Police.

~~(10) Residential building contractors: Building Inspection Superintendent.~~

~~(11) Retail food stores: City Clerk.~~

~~(12) Sales at City stadium: Green Bay Stadium Commission. All other licenses shall be granted by the Council, unless otherwise designated.~~

~~(13) Swimming Pools: City Clerk, upon approval by the Health Commissioner.~~

SECTION 3. Section 10-22, Green Bay Municipal Code, is hereby amended to read:

Whenever ~~an established bakery, confectionery,~~ **a** manufactured and mobile home park, ~~tourist rooming house, frozen confectionery/soft drink establishment, restaurant,~~ liquor license establishment, hotel, motel, ~~retail food market, swimming pool,~~ rooming house, or bed and

breakfast establishment changes ownership or control in such a manner as to require that the license application must be amended, or upon the initial application of any person or business entity for a license for any of the above-referenced activities, the City of Green Bay shall conduct a pre-licensing inspection. The fee for such inspection shall be as described at Section 10-19(22).

SECTION 4. Section 10-88, Green Bay Municipal Code, is hereby repealed.

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

SECTION 6. Effective date. This ordinance shall take effect on and after its passage and publication.

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

APPROVED:

_____
Mayor

ATTEST:

_____
Clerk

bdad

10/05/2021

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

MEETING DATE	PREPARED BY
October 19, 2021	Jennifer Lueskow, Clerk

AGENDA ITEM # K.1

Consideration, with possible action, on a resolution opposing construction on Enbridge Energy's lines 3 and 5 Tar Sands Oil Pipeline (referred by Alder Scannell).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. DRAFT Resolution Opposing Lines 3 and 5 (Enbridge)
2. 2021-09-09 Dist 7 to P and P

RESOLUTION OPPOSING CONSTRUCTION ON ENBRIDGE ENERGY'S LINES 3 AND 5 TAR SANDS OIL PIPELINE

October 19, 2021

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS the Great Lakes comprise the largest freshwater system in the world, containing over twenty percent (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 ten percent (10%) of the Earth's fresh water; 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 the Kakagon and Bad River Sloughs on the shore of Lake Superior in the Bad River Reservation, which constitute the only remaining coastal wild rice wetland of its size on the Great Lakes, were designated Wetlands of International Importance by Ramsar in 2012; 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 have been codified by more than a dozen treaties with the US Government during the 1800s, 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 and portions of Line 5 by Enbridge Energy, a Canadian multinational corporation; and

WHEREAS Line 3 is an expanded, rerouted, tar sands pipeline passing through northern Minnesota, where it passes under more than 200 bodies of water and has 22 river crossings, including the Mississippi River; and

WHEREAS Line 5 is a 65-year-old, corroding crude oil pipeline well beyond its life expectancy that passes through northern Wisconsin and Michigan's Upper Peninsula and crosses under the Straits of Mackinac; and

WHEREAS the proposed reroute of Line 5 in Wisconsin, which should have been commissioned over a decade ago, passes under dozens of wetlands and crosses White River, Brunsweiler 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 Grand Rapids, Minnesota when 1.7 million gallons of oil spilled from Line 3 and flowed into the Prairie River; in 1999 when 222,600 gallons of oil and natural gas from Line 5 spilled in Crystal Falls, Michigan, located within the Menominee River Watershed, which feeds the Menominee River and flows into Green Bay of Lake Michigan; and in 2010 in Marshall, Michigan when 1.15 million gallons of tar sands oil spilled and saturated around forty (40) miles of the Kalamazoo River; and

WHEREAS, from 2002 to 2018, Enbridge and its joint ventures and subsidiaries reported 307 hazardous liquids incidents to federal regulators—an average of one incident every 20 days—which released a total of 2.8 million gallons of hazardous liquids; and

WHEREAS the construction of 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 seventeen (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 the portion of Line 5 running through their Reservation, two years after the expiration of easements previously granted to Enbridge; and

WHEREAS three (3) times during the permitting process, most recently in August 2020, the Minnesota Department of Commerce concluded that the Line 3 expansion is not in Minnesota's interest, citing environmental risks and other factors, 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 eleven 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 U.S. 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 and environmental sustainability, and recognized the Nation's leadership in environmental sustainability and combating climate change, while also recognizing that "adequate response to the threat of climate change requires action by all governments, including Tribal, national, state, and local governments"; 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 Climate Accord, a legally binding international treaty on climate change; and

WHEREAS, Green Bay being a community defined largely by the waters of Lake Michigan, the Common Council of the City of Green Bay understands the vital importance of protecting our natural resources, particularly the water around us;

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Green Bay supports the rights of the Anishinaabe to hunt, fish, and gather, as established by treaties 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 Common Council of the City of Green Bay hereby calls 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 to support water protection efforts in any way they can.

BE IT FURTHER RESOLVED that the Common Council of the City of Green Bay also calls upon the Wisconsin Department of Natural Resources to reject Enbridge's permit application for the

construction of Line 5 across so many sensitive environmental and cultural areas in Northern Wisconsin.

Adopted _____

Approved _____

_____
Mayor

_____
Clerk

Alders' Petitions and Communications

Name: Randy Scannell

Committee Name: Protection and Policy Committee

Today's Date: 09/09/2021

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.

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
October 19, 2021	Neil Stechschulte, Director

AGENDA ITEM # K.2

Consideration with possible action on a Resolution Authorizing the Sale and Issuance of $27,915,000* Taxable Lease Revenue Refunding Bonds, Series 2021 (KI Convention Center Expansion Project) Approving the Execution of Related Documents, and Other Details (**preliminary number expected to be updated on the 19th in connection with pricing*)

BACKGROUND

At its August 10, 2021 meeting, the Authority approved an Initial Resolution authorizing issuance of Taxable Lease Revenue Refunding Bonds to refinance prior RDA debt issued to pay the cost of the KI Center Expansion. The refinancing is being undertaken to realize debt service savings and will also include funding for the December 1, 2021 interest payment, as it is expected room tax collections will be insufficient to cover that payment. The refunding bonds will be taken to market and priced on Tuesday, October 19, at which time the final par amount, interest rates and savings will be known. The resolution included with the agenda will be updated with the final sale details on Tuesday and will be available prior to the Authority meeting.

RECOMMENDATION

Staff recommends RDA approval of the resolution authorizing the sale and issuance of the refunding bonds subject to receiving final confirmation of sale results on Tuesday.

FISCAL IMPACT

Based on estimated pricing as of October 13, 2021, future value savings are anticipated to be approximately $8.8 million over the remaining 22 year life of the bonds. (Net present value savings are estimated at $6.7 million, or 27% of the principal amount of the refunded bonds). Actual savings will depend on market conditions on the day of sale and investor receptivity to the offering. The current savings estimate has increased from the original $7.1 million due to achieving an AA- rating from Standard & Poors' and the decision to purchase bond insurance from AGM as an additional measure of credit enhancement. The bonds being refunded are rated A2 by Moody's Investors Service.

ATTACHMENTS

1. Green Bay RDA 2021 KICC Expansion Ref Bonds - Authority Final Bond Resolution

F&L Draft dated 10/5/2021
To be updated 10/19/2021

REDEVELOPMENT AUTHORITY
OF THE
CITY OF GREEN BAY, WISCONSIN

October 19, 2021 **Resolution No. ____**

Resolution Authorizing the Sale and Issuance of
$[27,915,000] Taxable Lease Revenue Refunding Bonds, Series 2021
(KI Convention Center Expansion Project),
Approving the Execution of Related Documents,
and Other Details

WHEREAS, the Redevelopment Authority of the City of Green Bay, Wisconsin (the "**Authority**") is a public body and a body corporate and politic organized by the City of Green Bay, Wisconsin (the "**Municipality**"), under Section 66.1333 of the Wisconsin Statutes (the "**Redevelopment Act**"), and is authorized by the Redevelopment Act:

(a) to acquire property necessary or incidental to an urban renewal program and to lease, sell, or otherwise transfer such property to a public body or private party for use in accordance with a redevelopment plan;

(b) to enter into contracts determined to be necessary to effectuate the purposes of the Redevelopment Act;

(c) to issue revenue bonds to finance its activities; and

(d) to issue refunding bonds for the payment or retirement of such bonds; and

WHEREAS, on November 18, 1997, the Authority adopted a resolution approving the Redevelopment Plan for Downtown Green Bay Redevelopment Area (the "**Redevelopment Plan**") with respect to the Downtown Green Bay Redevelopment District in the Municipality (the "**Redevelopment Area**"), the boundaries of which were designated by the Authority in its resolution adopted on October 14, 1997, declaring such area to be a blighted area in need of urban renewal within the meaning of the Redevelopment Act; and

WHEREAS, the Authority and the Municipality have entered into a Cooperation Agreement, dated as of December 1, 2013 (the "**Cooperation Agreement**"), with respect to an expansion of the KI Convention Center (the "**Project**") on property located in the Redevelopment Area and any related site grading, landscaping, fencing, sidewalk and walkways, utility lines, and signage (together with the Project, the "**Municipal Development**"); and

WHEREAS, the Authority and the Municipality entered into a Lease, dated as of December 1, 2013 (the "**Lease**"), pursuant to which the Authority leases the Project to the Municipality; and

WHEREAS, in furtherance of the Cooperation Agreement and pursuant to an Indenture of Trust, dated as of December 1, 2013 (the "**Indenture**"), entered into between the Authority and Associated Trust Company, National Association (the "**Trustee**"), the Authority issued its $24,840,000 Taxable Lease Revenue Bonds, Series 2013 (KI Convention Center Project), dated December 10, 2013 (the "**2013 Bonds**"), the proceeds of which financed a portion of the Project; and

WHEREAS, the Authority has assigned to the Trustee its rights under the Lease pursuant to Assignment of Lease and Rents, dated as of December 1, 2013 (the "**Assignment**") and has granted to the Trustee a mortgage on the Leasehold Property (as hereinafter defined) pursuant to a Mortgage and Security Agreement, dated as of December 1, 2013 (the "**Mortgage**"); and

WHEREAS, the Indenture, the Cooperation Agreement, the Lease, and the Assignment provide for the issuance of additional bonds from time to time under the Indenture; and

WHEREAS, to take advantage of interest rate cost savings, the Authority desires to advance refund and defease the outstanding 2013 Bonds (the "**Refunding**") and thereby refinance the Project; and

WHEREAS, pursuant to the Cooperation Agreement, the Authority advanced the proceeds from the sale of the 2013 Bonds to the Municipality in exchange for a municipal revenue obligation of the Municipality (the "**2013 Municipal Revenue Obligation**"); and

WHEREAS, the Cooperation Agreement is in furtherance of the public purpose of fostering urban renewal in conformity with the Redevelopment Act and the Redevelopment Plan; and

WHEREAS, on August 10, 2021, the Authority adopted an initial resolution authorizing the issuance of the Bonds for the purpose of the Refunding; and

WHEREAS, in connection with the issuance of the Bonds the following proposed documentation has been prepared:

(a) a Bond Purchase Agreement, to be dated as of the date of adoption of this Resolution (the "**Bond Purchase Agreement**"), to be entered into by and among the Authority, the Municipality, and Robert W. Baird & Co. Incorporated (the "**Underwriter**"), setting forth the terms and conditions on which the Authority will sell and the Underwriter will purchase the Bonds; and

(b) a First Supplemental Indenture of Trust, to be dated as of November 1, 2021 (the "**Supplemental Indenture**"), to be entered into between the Authority and

Associated Trust Company, National Association, as trustee (the "**Trustee**"), which provides for the creation of the Bonds, the terms thereof, and the security therefor; and

(c) a First Supplement to Lease (Additional Bonds), to be dated as of November 1, 2021 (the "**Supplement to Lease**"), which supplements and amends the Lease, setting forth, among other things, an amendment to the schedule of rents sufficient (after certain credits) to pay the principal, and premium (if any), and interest due on the Bonds; and

(d) an Escrow Agreement, to be dated as of the date of issuance of the Bonds (the "**Escrow Agreement**"), to be entered into by and among the Authority, the Municipality, and the Trustee, providing for the Refunding; and

(e) a First Amendment to Assignment of Lease and Rents, to be dated as of November 1, 2021 (the "**Assignment**"), to be entered into by the Authority, assigning its rights under the Lease to the Trustee; and]

(f) a First Amendment to Mortgage and Security Agreement, to be dated as of November 1, 2021 (the "**Mortgage**"), by the Authority in favor of the Trustee, granting a mortgage on the Leasehold Property; and

(g) a municipal revenue obligation, to be issued to the Authority by the Municipality (the "**Municipal Revenue Obligation**") on the date of issuance of the Bonds in exchange for the 2013 Municipal Revenue Obligation; and

(h) A preliminary and a final offering document describing the Bonds, the Authority, and the Municipality; [and]

[WHEREAS, Assured Guaranty Municipal Corp. ("**AGM**") has issued a commitment to issue a policy of municipal bond insurance with respect to the Bonds (the "**Bond Insurance Commitment**");]

NOW, THEREFORE, be it resolved as follows:

Section 2. <u>Additional Findings and Determinations</u>.

The Authority previously found and determined, and hereby confirms, that the Municipal Development constitutes a "redevelopment project" within the meaning of the Redevelopment Act.

The Authority hereby finds and determines:

(a) That the estimated aggregate cost to effect the Refunding and paying the costs incident to the issuance of the Bonds will not be less than the principal amount of the Bonds; and

(b) That the payments required to be made by the Municipality under the Lease and the Supplement to Lease are sufficient in amount (together with any credits

against rent which are also available for such costs) to pay when due the principal of, and premium, if any, and interest on, the Bonds.

(c) That financing the Refunding with the proceeds of the Bonds will serve the intended accomplishments of public purpose as set forth in the Redevelopment Act and in the Redevelopment Plan and will in all respects conform to the provisions and requirements of the Redevelopment Act.

Section 3. <u>Authorization to Lease Leasehold Property; Execution of Supplement to Lease</u>.

The Supplement to Lease is hereby approved. The payments by the Municipality under the Lease and the Supplement to Lease are hereby determined to be the fair market value of the Leasehold Property and related property interests in accordance with the Redevelopment Act, based upon the following considerations, among others:

(a) Said payments by the County under the Lease and the Supplement to Lease are sufficient to pay debt service on the Bonds, and therefore the Refunding is to be accomplished at no out-of-pocket cost to the Authority; and

(b) In accordance with the Cooperation Agreement, the use of the Municipal Development Property, which includes the property subject to the Lease (the "**Leasehold Property**"), has been restricted in a manner which carries out the objectives of the Redevelopment Plan for the prevention and alleviation of the conditions of urban blight found by the Authority and the Municipality to be present in the Redevelopment Area.

Subject to approval by the Municipality pursuant to the Redevelopment Act, the Chairperson and the Secretary of the Authority are hereby authorized and directed for and in the name of the Authority to execute and deliver the Supplement to Lease in the form presented herewith or with such insertions therein or corrections thereto as shall be approved by them consistent with this Resolution, their execution thereof to constitute conclusive evidence of their approval of any such insertions and corrections.

Section 4. <u>Designation, Denomination, Tenor, and Maturity of Bonds Created for Issuance</u>.

The Bonds shall be issued under the Supplemental Indenture in the principal amount of $[27,915,000] and shall be designated:

REDEVELOPMENT AUTHORITY OF THE
CITY OF GREEN BAY, WISCONSIN
TAXABLE LEASE REVENUE REFUNDING BONDS, SERIES 2021
(KI CONVENTION CENTER EXPANSION PROJECT)

The Bonds shall become due and payable on the dates, in the amounts, and shall bear interest at the rates per annum set forth below:

Maturity Date (June 1)	Principal Amount	Interest Rate
2023	$,000	%
2024	,000	
2025	,000	
2026	,000	
2027	,000	
2028	,000	
2029	,000	
2030	,000	
2031	,000	
2032	,000	
2033	,000	
2034	,000	
2035	,000	
2036	,000	
2037	,000	
2038	,000	
2039	,000	
2040	,000	
2041	,000	
2042	,000	
2043	,000	

Interest shall accrue from the original issue date and shall be payable semiannually on each June 1 and December 1, beginning on June 1, 2022.

The Bonds shall be issuable as fully registered bonds without coupons in denominations of $5,000 or any multiple thereof. Bonds and the interest thereon shall be transferable by and shall be payable to the registered owners thereof in the manner and with the effect provided in the Indenture. The principal of, and interest on, the Bonds shall be payable in lawful money of the United States of America at the designated corporate trust office of the Trustee, as paying agent, or the office of any successor or additional paying agent designated by the Authority.

The Bonds shall be dated their original date of issuance. Each Bond shall be dated, as its registration date, the date of its authentication. The Bonds may be lettered and numbered as provided in the Indenture.

The Bonds shall be issued in the form therefor as set forth in the Supplemental Indenture, with such insertions therein as shall be necessary to comply with the terms of this Resolution and with such corrections therein, if any, as the approving bond attorney may require for conformity with the terms of this Resolution, the Indenture, and the Redevelopment Act.

Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months. To the extent permitted by law, overdue principal, premium, if any, and interest shall bear interest at the same rate as was borne by the Bonds on the due date of the payment that is delinquent.

Section 5. Redemption of Bonds Prior to Maturity.

The Bonds shall be subject to redemption at the option of the Municipality on June 1, 20__ and on any date thereafter, at a price of 100% of the principal amount redeemed plus accrued interest to the redemption date.

[The Bonds maturing on June 1 in the years 20__, 20__, 20__, and 20__ (collectively, the "**Term Bonds**") shall also be subject to mandatory partial redemptions by operation of a sinking fund. On the following redemption dates (each a "**Sinking Fund Redemption Date**"), the Authority will redeem the following principal amounts of the Term Bonds:]

[Term Bonds Maturing June 1, 20

Sinking Fund Redemption Date (June 1)		Principal Amount to be Redeemed
20		$,000
20		,000
20		,000
20		,000
20		,000
20		,000
20		,000
20		,000
20	(Stated Maturity)	,000]

[Term Bonds Maturing June 1, 20

Sinking Fund Redemption Date (June 1)		Principal Amount to be Redeemed
20		$,000
20		,000
20		,000
20	(Stated Maturity)	,000]

[Term Bonds Maturing June 1, 20

Sinking Fund Redemption Date (June 1)		Principal Amount to be Redeemed
20		$,000
20		,000
20	(Stated Maturity)	,000]

[Term Bonds Maturing June 1, 20

Sinking Fund Redemption Date (June 1)		Principal Amount to be Redeemed
20		$,000
20		,000
20	(Stated Maturity)	,000]

[The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the applicable Sinking Fund Redemption Date, and no premium will be paid].

The Bonds shall be subject to mandatory redemption as provided in Section 3.02 of the Indenture.

Section 6. Execution and Authentication of Bonds.

The Bonds shall be executed on behalf of the Authority with the facsimile or manual signature of its Chairperson, countersigned with the facsimile or manual signature of its Secretary, and shall have impressed, imprinted, or otherwise reproduced thereon an official seal, if any, of the Authority or a facsimile thereof. No Bond shall be issued unless first authenticated by the Trustee (as fiscal agent and bond registrar), to be evidenced by the manual signature of an authorized signatory of the Trustee on each Bond.

Section 7. Designation of Trustee.

The Authority has previously designated, and hereby confirms the designation of, Associated Trust Company, National Association, to perform the functions of Trustee, bond registrar, fiscal agent, and paying agent under the Indenture and the Supplemental Indenture.

Section 8. Bonds as Limited Obligations.

The Bonds and interest thereon shall never be or be considered a general obligation of the Authority or the Municipality or an indebtedness of the Authority or the Municipality within the meaning of any State constitutional provision or statutory limitation and shall not constitute or give rise to a pecuniary liability of the Authority or the Municipality or a charge against their general credit or the Municipality's taxing powers.

Section 9. Source of Payment; Pledge of Revenues.

The Bonds shall be limited obligations of the Authority payable by it, on a parity basis with all prior and additional bonds issued and outstanding under the Indenture, solely from revenues and income derived by or for the account of the Authority from or for the account of the Municipality pursuant to the terms of the Lease, the Municipal Revenue Obligation, and the Indenture; including without limitation: (i) all payments by the Municipality pursuant to the Lease, as supplemented from time to time, (ii) all other payments with respect to the Municipal Revenue Obligation and similar obligations issued and to be issued from time to time by the Municipality in connection with the issuance by the Authority of [prior and] additional bonds under the Indenture, (iii) amounts derived by recourse to the Mortgage or the Assignment, and (iv) all cash and securities held from time to time in the trust funds held by the Trustee under the Indenture, and the investment earnings thereon.

As security for the payment of the principal of, and interest on, the Bonds (and such prior and additional bonds), the Authority has pledged and assigned to the Trustee all its right, title, and interest in and to the Trust Estate described in the Indenture.

Section 10. Trust Funds.

The trust funds and accounts created under the Indenture and Supplemental Indenture are to be held in the custody of the Trustee and applied for the uses and purposes provided in the Indenture and the Supplemental Indenture, and are hereby authorized and approved.

Section 11. Investment of Trust Funds.

Any moneys held as a part of the trust funds held by the Trustee under the Indenture and the Supplemental Indenture may be invested and reinvested by the Trustee in accordance with the Indenture and the Supplemental Indenture.

Section 12. Execution and Delivery of the Bond Purchase Agreement, the Supplemental Indenture, and the Escrow Agreement.

The terms and provisions of the Bond Purchase Agreement, the Supplemental Indenture, and the Escrow Agreement are hereby approved. The Chairperson and the Secretary are hereby authorized for and in the name of the Authority to execute and deliver the Bond Purchase Agreement, the Supplemental Indenture, and the Escrow Agreement in the forms thereof presented herewith, or with such insertions therein or corrections thereto as shall be approved by them consistent with this resolution and the terms of the Redevelopment Act, their execution thereof to constitute conclusive evidence of their approval of any such insertions and corrections.

Section 13. Surrender of 2013 Municipal Revenue Obligation.

The Authority is hereby authorized and directed to surrender to the 2013 Municipal Revenue Obligation to the Municipality on the date of issuance of the Bonds in exchange for the Municipal Revenue Obligation.

Section 14. Sale of Bonds.

The Authority has negotiated for the sale of the Bonds to the Underwriter at a purchase price of $_____. Given the purposes of the Bonds and the involvement of the Authority therewith, it is the determination of the Authority that the Bonds shall be hereby awarded to the Underwriter at the price aforesaid with delivery to follow in the manner, on the date and subject to the conditions set forth in the Bond Purchase Agreement.

Section 15. Official Statement.

The Authority authorizes, ratifies, and approves the preliminary offering document prepared and distributed in connection with the sale of the Bonds, and authorizes and approves the final version of such document (the "**Official Statement**") to be prepared and distributed prior to the issuance of the Bonds; *provided*, that the Official Statement shall be substantially in the form submitted to this meeting, with such modifications as the Chairperson or the Secretary approve. The Chairperson or the Secretary are authorized and directed to execute copies of the Official Statement and deliver copies of the Official Statement to the Underwriter, which execution and delivery shall be conclusive evidence of the approval of any such modification.

Section 16. [Bond Insurance.]

[The appropriate officers of the Authority are hereby authorized and directed to take all actions necessary to obtain municipal bond insurance with respect to the Bonds from AGM upon the terms and conditions to be set forth in the Bond Insurance Commitment.]

Section 17. General Authorizations.

The Chairperson and the Secretary and the appropriate deputies and officials of the Authority in accordance with their assigned responsibilities are hereby each authorized to execute, deliver, publish, file, and record such other documents, instruments, conveyances (including deeds, leases, and easements), notices, and records, including any documents or instruments relating to the conveyance, sale, transfer, release, or amendment of any portion of the Municipal Development Property, the Leasehold Property, or any document or instrument relating thereto, or to the acquisition or conveyance of any other real or personal property or interest therein in respect of the previously existing KI Convention Center or the Project, in connection with the issuance of the Bonds, or in the future, and to take such other actions as shall be necessary or desirable, to accomplish the purposes of this Resolution and to comply with and perform the obligations of the Authority under the Bonds, the Cooperation Agreement, the Bond Purchase Agreement, the Lease, the Supplement to Lease, the Indenture, the Supplemental Indenture, the Assignment, and the Mortgage.

In the event that said officers shall be unable by reason of death, disability, absence, or vacancy of office to perform in timely fashion any of the duties specified herein (such as the execution of Bonds, the Bond Purchase Agreement, the Supplement to Lease, the Supplemental Indenture, or the Escrow Agreement), such duties shall be performed by the officer or official succeeding to such duties in accordance with law and the rules of the Authority.

Section 18. Publication of Notice.

Notice of the sale of the Bonds, in the form attached hereto as Exhibit A, shall be published promptly after the execution of the Bond Purchase Agreement in the official newspaper of the Authority as a class 1 notice under Chapter 985 of the Wisconsin Statutes. The Secretary shall obtain proof, in affidavit form, of such publication, and compare the Notice as printed with the form attached hereto as Exhibit A to confirm that no mistake has been made therein.

Section 19. Effective Date; Conformity.

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

Adopted: October 19, 2021

_____
Gary Delveaux, Chairperson

_____
Neil Stechschulte, Secretary

EXHIBIT A

NOTICE TO THE ELECTORS OF THE
CITY OF GREEN BAY, WISCONSIN
RELATING TO BOND SALE

On October 19, 2021, a resolution was offered, read, approved, and adopted whereby the Redevelopment Authority of the City of Green Bay, Wisconsin (the "**Authority**"), entered into a contract to sell an issue of lease revenue refunding bonds (KI Convention Center Expansion Project) under Section 66.1333 of the Wisconsin Statutes, as amended, in the principal amount of $[27,915,000] It is anticipated that the closing of the bond financing will be held on or about November ___, 2021. A copy of all proceedings had to date with respect to the authorization and sale of said bonds is on file and may be examined in the office of the Secretary of the Authority, at City Hall, 100 North Jefferson Street, Green Bay, Wisconsin 54301.

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

Publication Date: October ____, 2021

/s/ Neil Stechschulte
Secretary

CERTIFICATIONS BY SECRETARY

I, Neil Stechschulte, hereby certify that I am the duly qualified and acting Secretary of the Redevelopment Authority of the City of Green Bay, Wisconsin (the "**Authority**"), and as such I have in my possession, or have access to, the complete corporate records of said Authority and of its Commissioners (the "**Governing Body**") and that attached hereto is a true, correct, and complete copy of the resolution (the "**Resolution**") entitled:

Resolution Authorizing the Sale and Issuance of
$[27,915,000] Taxable Lease Revenue Refunding Bonds, Series 2021
(KI Convention Center Expansion Project),
Approving the Execution of Related Documents,
and Other Details

I do hereby further certify as follows:

1. Meeting Date. On October 19, 2021, a meeting of the Governing Body was held commencing at ____ p.m.

2. Posting. On October ___, 2021 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Authority's offices in Green Bay, Wisconsin a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.

3. Notification of Media. On October ___, 2021 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice.

4. Open Meeting Law Compliance. Said meeting was a special meeting of the Governing Body which was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.

5. Members Present. Said meeting was duly called to order by the Chairperson (the "**Presiding Officer**"), who chaired the meeting. Upon roll call, I noted and recorded that there were ___ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.

6. Consideration of and Roll Call Vote on Resolution. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due consideration, upon roll call, ___ of the Governing Body members voted Aye, ___ voted Nay, and ___ Abstained.

7. **Adoption of Resolution.** The Resolution was supported by the affirmative vote of a majority of a quorum of Governing Body members in attendance. The Presiding Officer then declared that the Resolution was adopted, and I so recorded it.

8. **Publication of Exhibit A to Resolution.** I have caused the Notice to Electors attached as Exhibit A to the Resolution to be published in the newspaper specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal, if any, of the Authority hereto on October ____, 2021.

[SEAL]

_____
Secretary

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
October 19, 2021	Diana Ellenbecker, Finance Director

AGENDA ITEM # L.1

To proceed with Investment Advisory Services with Ehlers & Associates, Inc.

BACKGROUND

City of Green Bay selected Ehlers through a competitive bidding process in 2020 for Finance Advisory services. Finance Director and Assistance Finance Director/Treasurer would like to expand and add their Investment Advisory Services.

RECOMMENDATION

Approving Ehlers for Investment Advisory Services.

FISCAL IMPACT

Increase on net returns on investments.

ATTACHMENTS

1. Investment advisory services Green Bay Oct 2021

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Investment Advisory Services

An Introduction For Green Bay

Fully Integrated Services

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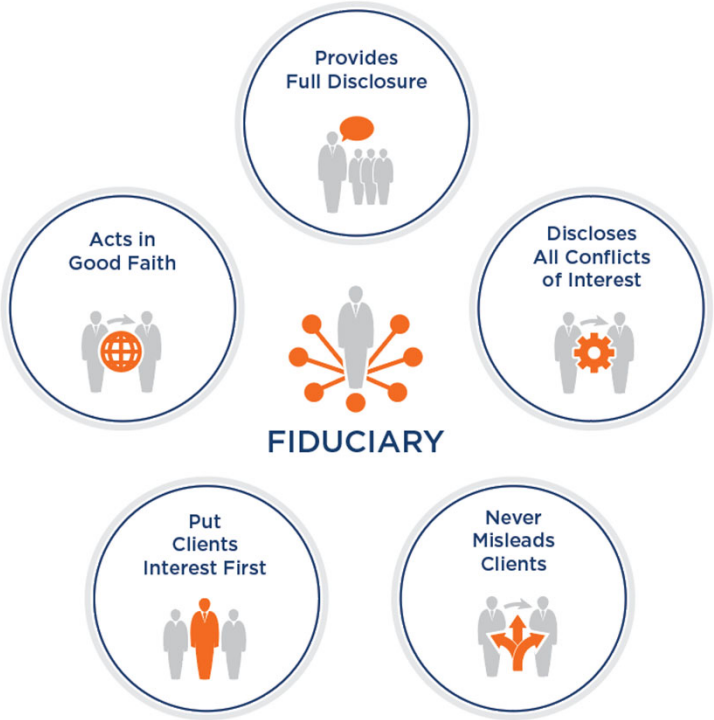
What is a Registered Investment Advisor?

- Your investment fiduciary
  - ✓ Duty of loyalty
  - ✓ Duty of care
  - ✓ Place your interests ahead of our own
- Extension of your staff
- Always your partner



EHLERS
PUBLIC FINANCE ADVISORS

Why Ehlers Investments?

Public sector focus

- Only serve local governments, public agencies & special authorities
- Unique insight into best practices

Fiercely independent

- Fiduciary responsibility to you alone
- Prioritized principles: safety, liquidity, yield

Fee only pricing

- Transparent AUM fee structure
- Hourly or flat-rate fees for other services

Fully integrated services

- Clients rely on a cohesive team to navigate all facets of public finance
- Tailored investment solutions

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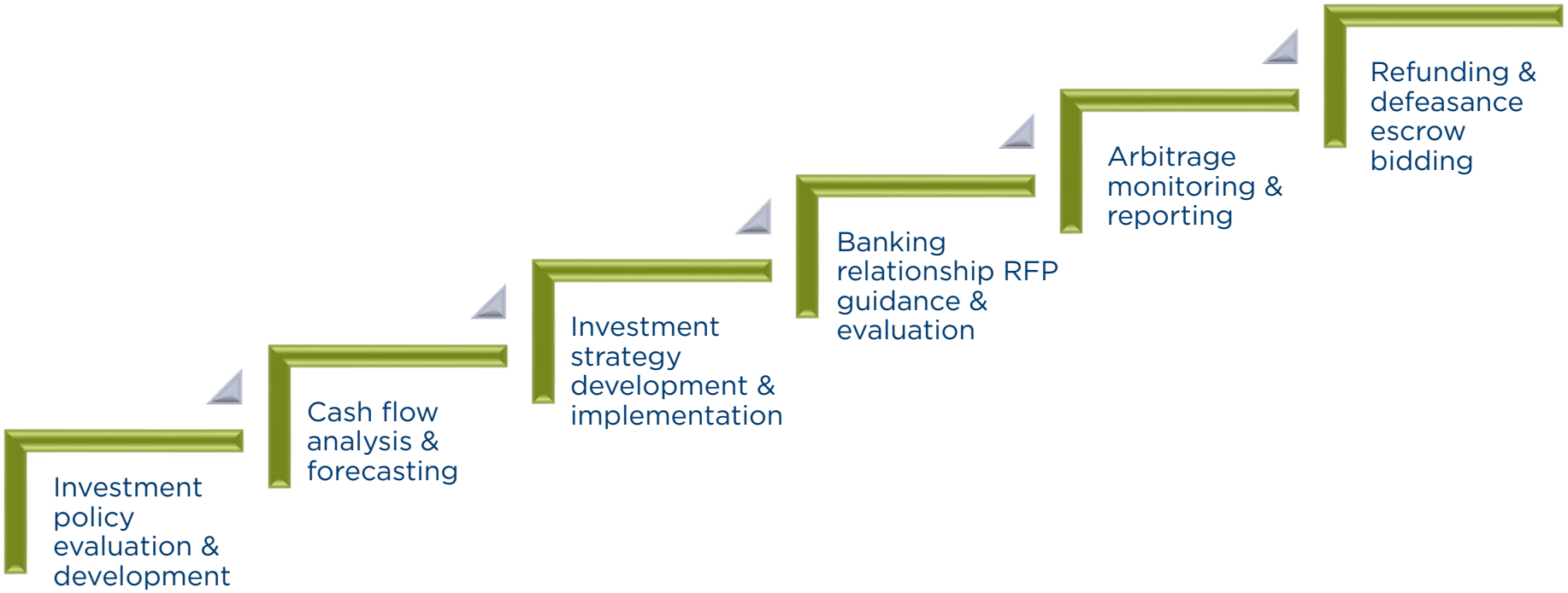
Investments & Treasury Management Services



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Our Process

1

ANALYSIS & DEVELOPMENT

Review current portfolios & policies

Complete credit analysis

Develop cash flow forecast

Draft new policies to align with community goals

Create investment strategies supporting cash flow needs

2

IMPLEMENTATION

Build investment portfolio based on approved policy & analysis

Monitor portfolio performance

Rebalance & adjust asset mix (as needed)

Deliver monthly performance & benchmark reporting

3

COMPLIANCE

Examine & adjust portfolio characteristics to maintain IRS, state statute & internal policy compliance

Collaborate with Ehlers' Arbitrage Consultants to:

- Develop Arbitrage strategy
- Complete necessary reporting
- Conduct rebate analysis

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Robust Reporting & Analysis

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Risk Summary - Fixed Income

01/01/2021 - 03/31/2021

Sample Client

Dated: 06/01/2021

Exposure - Security Type

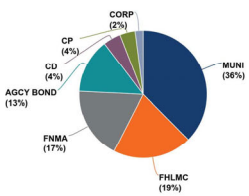
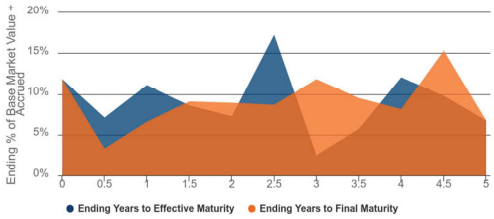


Chart calculated by: Ending Market Value + Accrued

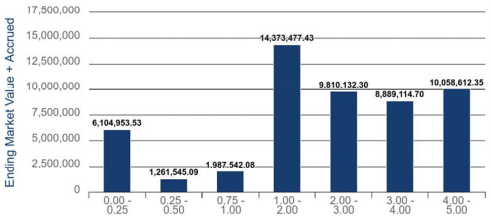
Credit Quality Heat Map

Rating	0 - 1	1 - 2	2 - 3	3 - 4	4 - 5	5 - 7	7 - 10	10 - 15	15 - 30
AAA	0.000%	1.913%	1.998%	0.751%	0.885%	0.000%	0.000%	0.000%	0.000%
AA	12.650%	22.137%	14.644%	15.945%	13.899%	0.000%	0.000%	0.000%	0.000%
A	5.298%	1.529%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
BBB	0.000%	0.000%	0.000%	0.000%	1.068%	0.000%	0.000%	0.000%	0.000%
BB	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
B	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
CCC	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
CC	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
C	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%
NA	1.039%	1.418%	1.784%	0.000%	3.041%	0.000%	0.000%	0.000%	0.000%

Time to Maturity



Exposure - Duration



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Delivering Client Value

- Time savings for highest & best use of staff time
- Service continuity with Ehlers' Municipal Advisor & your team
- Easy to use reporting tools & generation
- Best price execution on all transactions
- Fiduciary relationship
- Cash flow forecasting & planning

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Our Team: Your Advisory & Client Service Team

Brian Reilly, CFA
Investments President
breilly@ehlers-inc.com
651-697-8541

Ryan Miles, CPFIM
Managing Director
rmiles@ehlers-inc.com
651-697-8590

Tami Olszewski, CPFIM
Senior Investment Advisor
tolszewski@ehlers-inc.com
262-796-6189

Dawn Lawson, CCM
Senior Client Service Advisor
dlawson@ehlers-inc.com
262-796-6174

Cliff Janney
Client Service Advisor
breilly@ehlers-inc.com
651-697-8528

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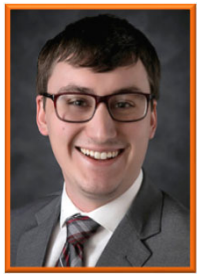
Our Team: Your Trading Desk

Keith Schmitz
Public Finance Manager
kschmitz@ehlers-inc.com
651-697-8543



James Hey
Public Finance Analyst
jhey@ehlers-inc.com
651-697-8575

Logan Schwartz
Public Finance Analyst
lschwartz@ehlers-inc.com
651-697-8574

Nha Nguyen
Public Finance Analyst
nnguyen@ehlers-inc.com
651-697-8517

100+ years' combined investments & treasury management experience

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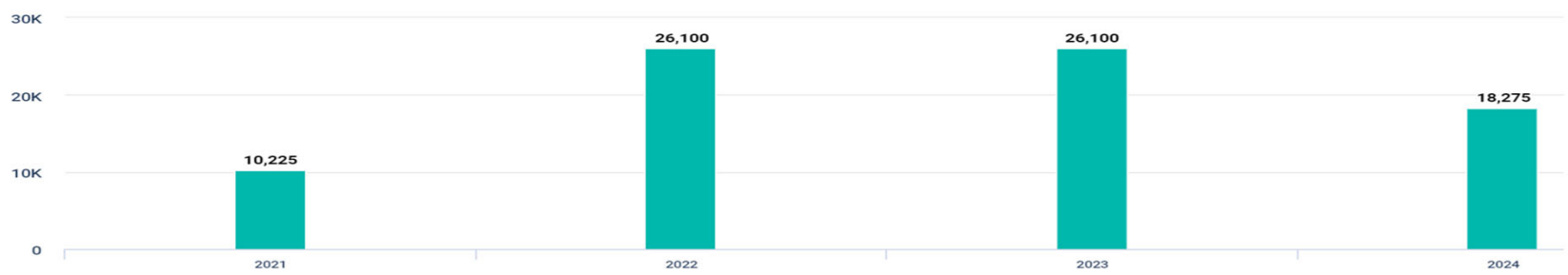
Current Portfolio

- Multiple accounts across different reporting platforms
- Consolidated reporting annual expense around $5,000, not customizable
- Large portion in cash or cash-like holdings with no predictability in income

Portfolio Summary

Market Value (Ask)	YTW (Ask)	Eff. Duration (Ask)	CR
7,329,986	0.45%	1.15	AA+

Cash Flow 2021 August thru 2024 December



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Proposed Portfolio & Reporting Solution

- Consolidation of accounts on single reporting platform- One Monthly report in uploadable XML format for efficient accounting
- Eliminate reporting annual expense around $5,000, with Ehlers customized solution
- Invest a portion of cash or cash-like holdings to create predictable income stream for budget- *maintain periodic liquidity* to meet operational and project needs

Portfolio Summary

	Market Value (Ask)	YTW (Ask)	Eff. Duration (Ask)	CR
Live Portfolio	7,329,986	0.45%	1.15	AA+
Change	19,977,821 ▲	44 bps ▲	0.01 ▲	
Proposed Portfolio	27,307,807	0.90%	1.17	AA+

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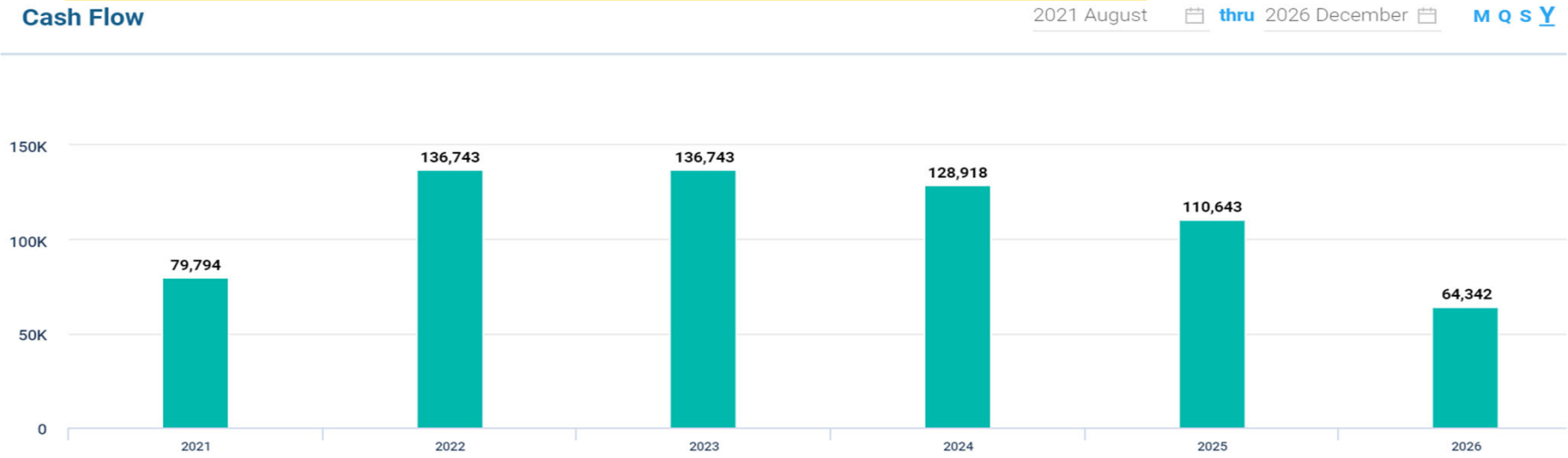
Proposed Portfolio Cash Flow

- Ehlers proposes extending out the maturity schedule slightly, and increasing investments where possible for income opportunity
- Between 2022 through 2024, based upon currently available investments and an increase in investment holdings, the City may expect to see almost $100,000 per year in additional, predictable income from proposed investment portfolio



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Proposed Fee Structure

Transparent fees based on average monthly assets under management

- Includes all finance committee or council meetings & travel expenses
- Includes cash flow forecasting and strategy planning
- All terms memorialized in Investment Advisory Agreement
- Can establish flat fee structures for specific scopes of work

We charge NO other management, check writing, ACH or wire fees

- No transaction-based fees
- No investment mark-ups

Discount from standard fees schedule proposed through August 2024

- No fee on existing investments transferred in until after the investments mature and as each is reinvested by your Ehlers team

Investment advisory fee assessed monthly from interest earnings.
Approximately .09% annually, or around $20,000 each 12-month period.*

*Fee estimates based upon approximate general and operational account balance of $27,000,000 and may fluctuate throughout each year

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Next Steps

- Approval of Ehlers Investments Engagement
- Custodial account opening-
  - ✓ Ehlers provides custodial services through TD Ameritrade at no additional costs. *If the City has a preferred custodian, we can accommodate though each custodian may have a different fee schedule.*
- Transition accounts for consolidate reporting
- Review and confirm all existing City Financial Policies
- Develop investment program tailored to the City's cash flow requirements and in alignment with WI Permissible Investments and the City's Investment Policy
  - ✓ This includes full review of previous and current debt issuance proceeds accounts for investment opportunity and arbitrage concerns
  - ✓ Debt proceeds accounts will be held in a segregated account to ensure easy tracking of spend down compliance and project income projections

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Important Disclosures

Ehlers is the joint marketing name of the following affiliated businesses (collectively, the "Affiliates"): Ehlers & Associates, Inc. ("EA"), a municipal advisor registered with the Municipal Securities Rulemaking Board ("MSRB") and the Securities and Exchange Commission ("SEC"); Ehlers Investment Partners, LLC ("EIP"), an SEC registered investment adviser; and Bond Trust Services Corporation ("BTS"), a holder of a limited banking charter issued by the State of Minnesota.

Where an activity requires registration as a municipal advisor pursuant to Section 15B of the Exchange Act of 1934 (Financial Management Planning and Debt Issuance & Management), such activity is or will be performed by EA; where an activity requires registration as an investment adviser pursuant to the Investment Advisers Act of 1940 (Investments and Treasury Management), such activity is or will be performed by EIP; and where an activity requires licensing as a bank pursuant to applicable state law (paying agent services shown under Debt Issuance & Management), such activity is or will be performed by BTS. Activities not requiring registration may be performed by any Affiliate.

This communication does not constitute an offer or solicitation for the purchase or sale of any investment (including without limitation, any municipal financial product, municipal security, or other security) or agreement with respect to any investment strategy or program. This communication is offered without charge to clients, friends, and prospective clients of the Affiliates as a source of general information about the services Ehlers provides. This communication is neither advice nor a recommendation by any Affiliate to any person with respect to any municipal financial product, municipal security, or other security, as such terms are defined pursuant to Section 15B of the Exchange Act of 1934 and rules of the MSRB. This communication does not constitute investment advice by any Affiliate that purports to meet the objectives or needs of any person pursuant to the Investment Advisers Act of 1940 or applicable state law.

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
October 19, 2021	

AGENDA ITEM # L.2

To approve the acceptance of 2021 Port Security grant of $83,190 with a 25% local match required of $27,730.

BACKGROUND

RECOMMENDATION

Approve acceptance of 2021 Port Security grant with local match.

FISCAL IMPACT

ATTACHMENTS

1. 2021 Port Security Grant GTF Signed
2. 2021 Port Security Grant Award Documents

GRANT TRACKING FORM

PART #1: Notification of Grant Funds
(emailto:PamelaMa@greenbaywi.gov)

APPLICANT DEPARTMENT: Police **DATE:** 10/7/2021

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: Rick Jurkanis/Business Manager

APPROPRIATE COMMITTEE: Finance

NAME OF GRANT/FUNDING SOURCE: 2021 Port Security Grant (FEMA-DHS)

AMOUNT OF GRANT REQUEST: $83,190 **LOCAL MATCH REQUIREMENT:** $27,730

SOURCE OF MATCH: ☒ General Fund ☐ Non-General Fund ☐ Not Applicable

TIMEFRAME OF GRANT: 9/1/2021 through 8/31/2024

TYPE OF GRANT REQUEST: ☒ Monetary ☐ Other (explain under 'purpose of grant')

PURPOSE OF GRANT (summary): Grant will provide $51,840 for GBPD Cybersecurity Training as well as $31,350 for a GBPD Network Firewall. The City of Green Bay will have to provide a $27,730 local match with the $83,190 in Federal funding to make the total project cost $110,920.

How does the grant meet City/Department needs? Cybersecurity Training and Network Firewall

What are the personnel requirements (include both existing and new staff) of the grant? Training

DEPARTMENT HEAD SIGNATURE: Chris A Dai

PART #2: Request to Accept Grant Funds
(complete after notification of grant award; emailto:PamelaMa@greenbaywi.gov)

AMOUNT OF GRANT AWARD: $83,190 **CFDA/STATE ID #:** 97.056

LOCAL MATCH REQUIREMENT: $27,730

Please describe the source of match, if applicable: N/A

Please describe any major changes in proposed grant-funded activities: N/A

Please describe what the grant money will be spent on: Grant will provide $51,840 for GBPD Cybersecurity Training as well as $31,350 for a GBPD Network Firewall. The City of Green Bay will have to provide a $27,730 local match with the $83,190 in Federal funding to make the total project cost $110,920.

PART	*TO:*	*DATE:*	*TO:*	*DATE:*
#1: Request to Apply	Finance Dept		FC – Info/Action	
#2: Request to Accept	Finance Dept		FC – Action	

FC = Finance Committee

Rick Jurkanis

From: Jean, Marjorie <Marjorie.Jean@fema.dhs.gov>
Sent: Wednesday, September 15, 2021 2:40 PM
To: Rick Jurkanis
Cc: Wallace, Adam
Subject: ACTION REQUIRED (Notification #2): EMW-2021-PU-00515 pending acceptance

Good Afternoon,

Your grant application EMW-2021-PU-APP-00515 submitted under the Department of Homeland Security's (DHS) Fiscal Year (FY) 2021 Port Security Grant Program (PSGP) has been approved for award. Your award number is EMW-2021-PU-00515. Please log into ND Grants at [https://portal.fema.gov] to accept the award. Enter your username and password to log in. You **must be** the Authorized Official to accept the award.

Once you reach the ND Grants homepage, click the Award Offer Review link in the Pending Tasks column. From the Award Offer Review page, click the Complete Award Offer Review icon (wrench) in the Action column. Then review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

Note(s): Per program requirement and FEMA Preparedness Grants Manual 2021 page 22 -
1) *The recipient must accept their award no later than 60 days from the award date **9/07/2021**. Failure to accept a grant award within the 60-day timeframe may result in a loss of funds.*
2) The recipient shall notify assigned DHS/FEMA Preparedness Officer and Grants Management Specialist of its intent to decline the award via company letterhead with reason(s) for decline.

For ND Grants instructions and tutorials, please visit https://www.fema.gov/grants/guidance-tools/non-disaster-grants-management-system . If you have any questions, please contact your Preparedness Officer or the ND Grants Service Desk via phone: 800-865-4076 or email: NDGrants@fema.dhs.gov

Notification #1 via ND Grants system

2021 PORT SECURITY GRANT
- AWARD ACCEPTED 9/23/21 RJ

View Notification Details

From:	ndgrants@fema.dhs.gov
To:	rickju@greenbaywi.gov
CC:	MattCa@greenbaywi.gov, RickJu@greenbaywi.gov
Subject:	Application for Federal Assistance Approved
Date Sent:	09/07/2021 18:25 -04:00
Body:	Rick Jurkanis Green Bay Police Department 307 S Adams St **[Grantee Organization > Physical Address > Address 2]** Green Bay, WI, 54301 - 4515

Congratulations!

Your grant application EMW-2021-PU-APP-00515 submitted under the Department of Homeland Security's (DHS) FY 2021 Port Security Grant Program has been approved for award. Your award number is EMW-2021-PU-00515-S01. Please log into ND Grants at [https://portal.fema.gov] to accept the award. Enter your User Name and Password to log in. Please note you must be the Authorized Official in order to accept the award.

Once you reach the ND Grants homepage, click the Award Offer Review link in the Pending Tasks column. From the Award Offer Review page, click the Complete Award Offer Review icon (wrench) in the Action column. Then review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

For ND Grants instructions and tutorials, please visit https://www.fema.gov/non-disaster-grants-management-system. If you have any questions, please contact your Program Manager or the ND Grants Service Desk at:
Phone: 800-865-4076
E-mail: NDGrants@fema.dhs.gov

Attachments:

Thanks and make it an enjoyable day!

Marjorie Jean
Grant Management Specialist
Department of Homeland Security
Federal Emergency Management Agency
Grant Program Directorate/Grants Award Administration
202/786-9856 - desk
540/504-2143 - e-fax
Marjorie.jean@fema.dhs.gov

Federal Emergency Management Agency
Fema.gov

FEMA

ND Grant issues: Please call **ND Grants Service Desk Support Line at (800) 865-4076** or **ndgrants@fema.dhs.gov** . Have ready your login ID, the vendor number and listen for the right option.

PARS Issues: to reset your password or unlock your account, please contact the system help desk directly at **866/927-5646 option 5**. Have ready your login ID, vendor number and email associated with the account. Please wait for the right option before choosing. **After resetting** your account, please allow 30 to 45 minutes for the system to reset.

SAM Issues: https://www.fsd.gov/fsd- gov/home.do or call toll-free (866) 606-8220

U.S. Department of Homeland Security
Washington, D.C. 20472

Eric Genrich
Green Bay Police Department
307 S Adams St
Green Bay, WI 54301 - 4515

Re: Grant No.EMW-2021-PU-00515

Dear Eric Genrich:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2021 Port Security Grant Program has been approved in the amount of $83,190.00. As a condition of this award, you are required to contribute a cost match in the amount of $27,730.00 of non-Federal funds, or 25 percent of the total approved project costs of $110,920.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2021 Port Security Grant Program Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at https://portal.fema.gov.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at http://www.sam.gov.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

CHRISTOPHER PATRICK LOGAN GPD Assistant Administrator

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES
Port Security Grant Program

GRANTEE: Green Bay Police Department
PROGRAM: Port Security Grant Program
AGREEMENT NUMBER: EMW-2021-PU-00515-S01

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Article I - Summary Description of Award

The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA of the award budget. Post-award documents uploaded into ND Grants for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

Investment 1: Green Bay Police Department Cybersecurity Training is fully funded for $51,840.
Investment 5: Green Bay Police Department Network Firewall is fully funded for $31,350.

FEDERAL AMOUNTS

Article II - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the *Civil Rights Act of 1964*, (42 U.S.C. section 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance- published-help-department- supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article III - Universal Identifier and System of Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article IV - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101- 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article V - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article VI - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article VII - National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969 (NEPA)*, Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article VIII - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article IX - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

Article X - Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XI - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article XII - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. section 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XIII - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XIV - Trafficking Victims Protection Act of 2000 (TVPA)

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XV - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XVI - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipients is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313.

Article XVII - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. sections 8101-8106).

Article XVIII - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XIX - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrative Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool.

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article XX - Port Security Grant Program Performance Goal

In addition to the Performance Progress Report (PPR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed the capability gaps identified in their vulnerability

assessment or other relevant documentation or sustains existing capabilities per the FEMA-approved Investment Justification. The capability gap reduction or capability sustainment must be addressed in the PPR, Section 10. Performance Narrative.

Article XXI - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance at http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and Privacy Template at https://www.dhs.gov/sites/default/files/publications/privacy_pia_template 2017.pdf as useful resources respectively.

Article XXII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XXIII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article XXIV - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XXV - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XXVI - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXVII - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an EHP review are subject to the FEMA Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website at:

https://www.fema.gov/media-library/assets/documents/90195. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive order, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XXVIII - Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XXIX - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXX - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXI - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at 15 U.S.C. section 2225.)

Article XXXII - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XXXIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXXIV - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXV - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXXVI - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXXVII - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXXVIII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXXIX - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XL - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XLI - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XLII - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLIII - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLIV - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

By accepting this agreement, the recipient and its executives, as defined in 2 C.F.R. section 170.315, certify that the recipient's policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article XLV - Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. section 200 *et seq*, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

BUDGET COST CATEGORIES

Personnel	$23,555.00
Fringe Benefits	$5,655.00
Travel	$0.00
Equipment	$41,800.00
Supplies	$0.00
Contractual	$39,910.00
Construction	$0.00
Indirect Charges	$0.00
Other	$0.00

Obligating Document for Award/Amendment

1a. AGREEMENT NO.	2. AMENDMENT NO.	3. RECIPIENT NO.	4. TYPE OF ACTION	5. CONTROL NO.
EMW-2021-PU-00515-S01	***	V00165782	AWARD	WX04676N2021T

6. RECIPIENT NAME AND ADDRESS	7. ISSUING FEMA OFFICE AND ADDRESS	8. PAYMENT OFFICE AND ADDRESS
Green Bay Police Department 307 S Adams St Green Bay, WI, 54301 - 4515	FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	FEMA Finance Center 430 Market Street Winchester, VA 22603

9. NAME OF RECIPIENT PROJECT OFFICER	PHONE NO.	10. NAME OF FEMA PROJECT COORDINATOR
Rick Jurkanis	(920) 448-3237	Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov

11. EFFECTIVE DATE OF THIS ACTION	12. METHOD OF PAYMENT	13. ASSISTANCE ARRANGEMENT	14. PERFORMANCE PERIOD	
09/01/2021	PARS	Cost Reimbursement	**From:** 09/01/2021	**To:** 08/31/2024
			Budget Period 09/01/2021	08/31/2024

1 5. DESCRIPTION OF ACTION
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Port Security Grant Program	97.056	2021-FA-GC01-P410- -4101-D	$0.00	$83,190.00	$83,190.00	See Totals
			$0.00	**$83,190.00**	**$83,190.00**	**$27,730.00**

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)
Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
,	
18. FEMA SIGNATORY OFFICIAL (Name and Title) BERTRAM NMN MCKEITHEN JR , Assistance Officer	DATE Tue Sep 07 14:00:40 GMT 2021

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
October 19, 2021	

AGENDA ITEM # L.3

To deny reimbursement of the property owner at 1236 Thrush Street $1,077.93 for the removal of 3 street trees, to be funded out of the Contingency account.

BACKGROUND

RECOMMENDATION

If approved to consider use of Forestry budget or contingency funds.

FISCAL IMPACT

ATTACHMENTS

1. Summary of Costs for Tree Removal
2. Photos2
3. Map2-Final

Summary of City Expenses for Tree Removal at 1236 Thrush Street

Summary:

On 8-25-21 Forestry staff observed a private contractor removing City owned street trees located within the ROW along Syringa Blvd. Staff stopped to investigate the situation and found that the owner of the property had hired a private contractor to remove these trees as they were dead. The owner indicated that he thought they were private trees. He was not aware of the location of the Street ROW property line in relation to his residence. Staff explained to the contractor that these trees were city owned and that the owner is not responsible to remove the trees. The contractor immediately stopped work. At that point all three trees had been removed and 1 of the 3 stumps were partially ground down.

The three ash trees that were removed were infested with Emerald Ash Borer (EAB) and were on the list for City Forestry staff to remove this coming winter.

Per the direction of the Parks Committee on September 15, staff developed a cost estimate of what expenses the City would have incurred had City Forestry crews removed these trees.

Estimated Cost for labor and equipment:

Labor: 4 person forestry crew (2-FW1, 2-FW2) $398.43

Equipment: (lift truck, loader w/grapple, wood truck, chip truck) $679.50

Total cost for removal of three trees: $1,077.93

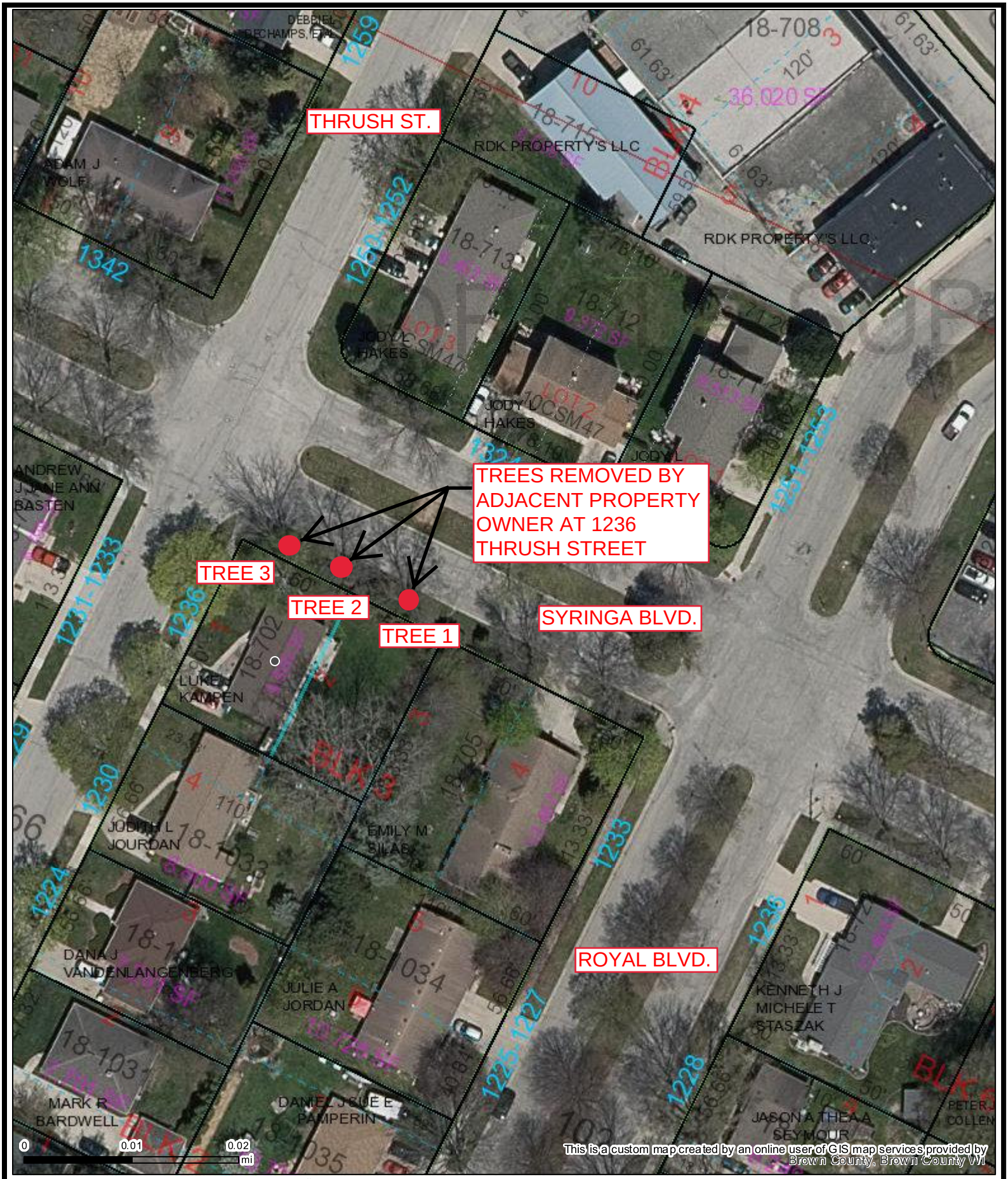
Stump grinding costs are not included as 2 stumps are still intact and the third stump site still requires more grinding, clean up and restoration of soil and seed.

Syringa Blvd. looking east at adjacent sidewalk

Syringa Blvd. looking east at tree 1

Syringa Blvd. looking west at trees 1, 2, & 3

Syringa Bldv. Looking west at trees 2 & 3



Part of Brown County WI

Map printed on 8/31/2021

1:720

1 inch = 60 feet*

1 inch = 0.0114 miles*

**original page size: 8.5"x11"*

Appropriate format depends on zoom level

Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap

- Parcel line
- Right of Way line
- Meander line
- Lines between deeds or lots
- Historic Parcel Line
- Vacated Right of Way

"hooks" indicate parcel ownership crosses a line

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

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

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

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
October 19, 2021	Neil Stechschulte, Director

AGENDA ITEM # M.1

INFORMATIONAL ONLY - To authorize City staff to award a contract for the Legends District Sidewalk and Lighting project to the qualified low bidder, not to exceed $425,000 upon completion of required bidding procedures.

BACKGROUND

This project is intended to install street lighting poles and bases, sidewalk, and pedestrian lighting back fixtures throughout the Legends District. It is the intent of staff to coordinate the installation of this infrastructure with the pending development of the Legacy Hotel project. Design work is currently being completed by City Engineering staff. Vehicular level street lighting will be installed to City standards, and customized at the pedestrian level to help define the Legends District. To ensure that a timely bid package can be posted to allow for work to be completed yet this fall, staff is requesting approval to proceed with the bidding process and that staff be pre-authorized to award the contract to the lowest qualified bidder so long as the project does not exceed $425,000.

RECOMMENDATION

Staff recommends that the RDA authorize City staff to award a contract for the Legends District Sidewalk and Lighting project to the qualified low bidder, not to exceed $425,000 upon completion of required bidding procedures.

FISCAL IMPACT

This project is to be funded by TID #23.

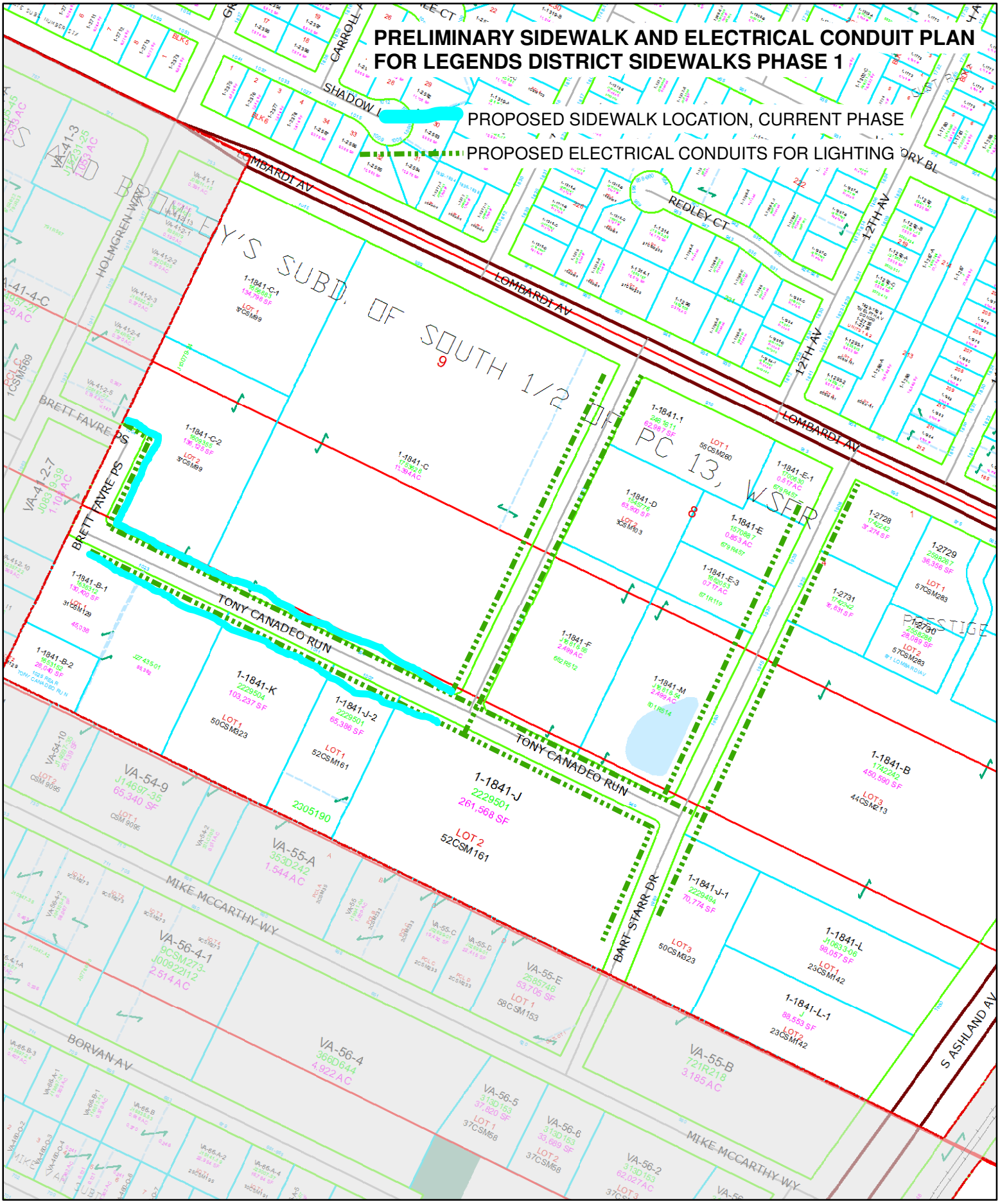
ATTACHMENTS

1. RDA Prelim Legends District Phase 1 Map GIS
2. Legends Sidewalk 7-1-21 Electrical Project Area

PRELIMINARY SIDEWALK AND ELECTRICAL CONDUIT PLAN FOR LEGENDS DISTRICT SIDEWALKS PHASE 1

PROPOSED SIDEWALK LOCATION, CURRENT PHASE

PROPOSED ELECTRICAL CONDUITS FOR LIGHTING



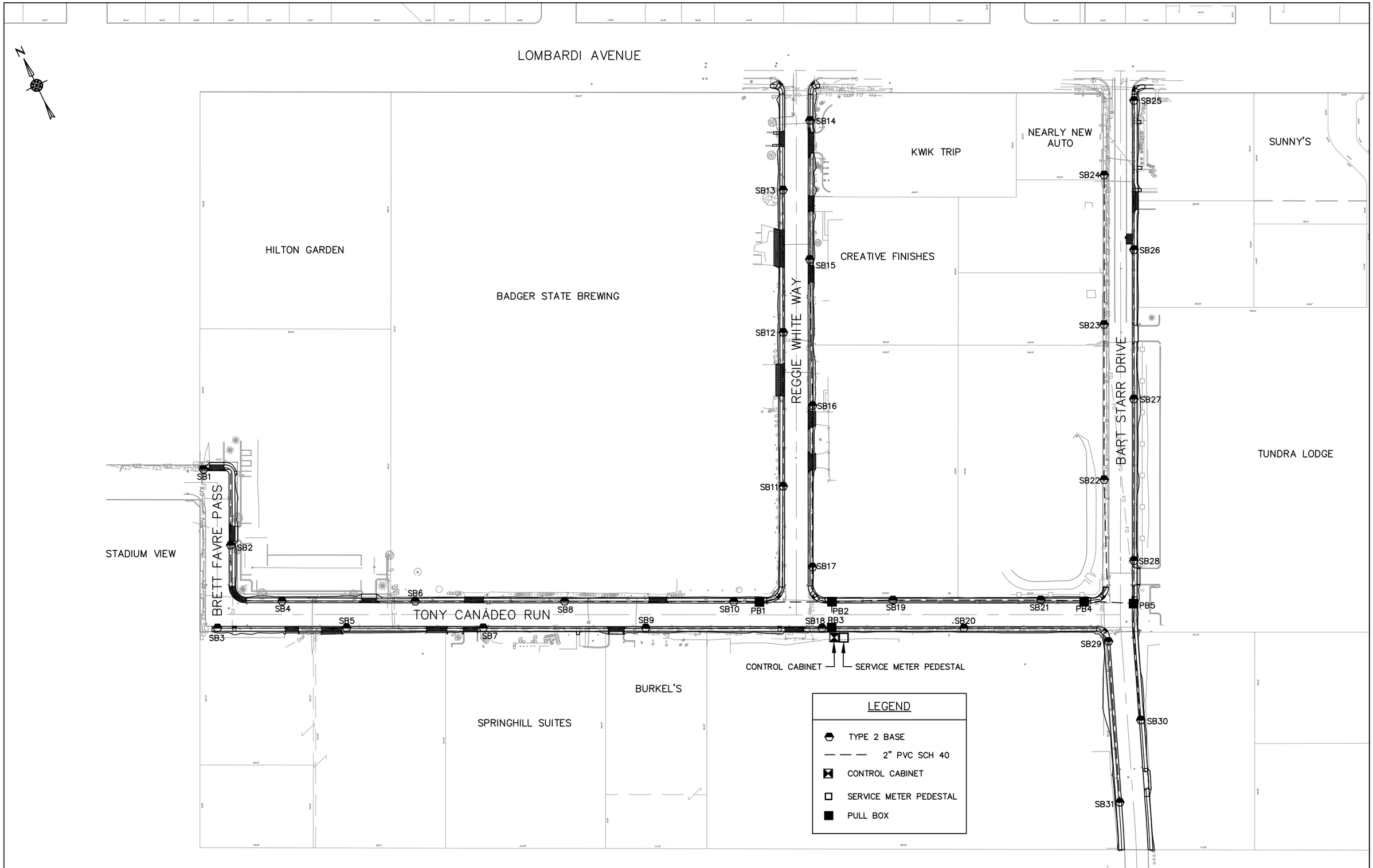
This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.

Map prepared by City of Green Bay Public Works Department.

N

0 195 390 780 Feet

CITY OF GREEN BAY



SCALE	NOTEBOOKS	SURVEY	AS BUILTS
1" = 40'	TOPO SURVEY	–	–
	SAN SEWER	–	–
	STORM SEWER	–	–
	LEGENDS SIDEWALK		

CITY OF GREEN BAY, WISCONSIN
DEPT. OF PUBLIC WORKS– ENGINEERING DIVISION

LEGENDS DISTRICT
ELECTRICAL PLAN

	BY	DATE	REVISIONS		
DRAWN	AB	6/5/20	DATE	BY	REMARKS
PAVEMENT-DESIGN	CY	5/20	–	–	–
CHECKED	–	–	–	–	–
SEWER-DESIGN	–	–	–	–	–
CHECKED	–	–	–	–	–

PAGE NO. 3.1

I:\DeptData\PubWorks\Eng\CAD\ACAD\2022 Contracts\Pavement\Sidewalks - Legends District\Sidewalks - Legends District_Design.dwg, 7/1/2021 9:45:04 AM

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
October 19, 2021	Cheryl Renier-Wigg, Staff

AGENDA ITEM # M.2

To approve the 2021-2022 Tax Increment District Affordable Housing (TIDAH) Plan and forward to the City Council for approval.

BACKGROUND

In April of 2021, the RDA and City Council approved the Tax Increment District Affordable Housing (TIDAH) Policy. Part of the policy calls for an annual plan of action to be created and submitted to the RDA and City Council for approval before October 31 of each year. Staff spent a large part of last year and this year setting up the policy, getting approval from the Joint Review Board, RDA, and City Council to hold three TID districts open for an additional year to provide funding for affordable housing initiatives in the City. An application for the program has been completed and staff has been marketing this source of funding to potential developers. Attached is the plan for 2021-2022 for approval.

RECOMMENDATION

To approve the 2021-2022 TIDAH Plan and forward to the City Council for approval.

FISCAL IMPACT

ATTACHMENTS

1. TIDAH - Policy -FINAL approved by RDA and Council
2. TIDAH Application Fillable
3. TIDAH -Plan RDA Oct 21

City of Green Bay
Department of Community and Economic Development

TAX INCREMENT DISTRICT AFFORDABLE HOUSING (TIDAH) FUND POLICY

Approved by City Council April 20, 2021

Program Overview

Housing is an integral element of a strong healthy neighborhood. As outlined by the Housing Market Study completed in October 2020, the City of Green Bay will need to create a variety of additional housing units to meet the projected housing demand by 2040. Wis. Stats. §66.1105(6) (g) permits the City of Green Bay to extend the life of a Tax Increment District (TID) that is required to close for one additional year, so long as all incremental property taxes from such additional year are used to improve housing stock within the City, and no less than seventy-five percent (75%) of the incremental property taxes from the additional year are allocated to affordable housing projects. The City Council approved the affordable housing extensions of TID 7 and 8 in 2021. The City shall establish a Tax Increment District Affordable Housing (TIDAH) Fund segregated account, from which all incremental property taxes collected shall be placed.

The Redevelopment Authority of the City of Green Bay (RDA) shall be responsible for management and administration of this TIDAH Fund. No later than October 31 of each year, the RDA will approve and submit to the Common Council for approval a plan that includes:

- A summary of revenues and expenditures for the current calendar year.
- Proposed allocations for program expenditures for the subsequent calendar year.
- Proposed adjustments to this policy to account for changes in inflation, cost of living, median income limits, and other market fluctuations.
- Priority neighborhoods or projects in which funds should be focused.

Program Purpose, Priorities and Allocations

The TIDAH Fund shall be used to create and improve housing stock within the City limits, with emphasis on increasing the quantity and quality of affordable housing units.

Affordable housing shall be defined as both:

- Housing units that cost no more than thirty percent (30%) of the gross monthly income of a household; and
- Housing units targeted towards households earning less than or equal to eighty percent (80%) of the Brown County median income, as defined by the U.S. Department of Housing and Urban Development (HUD).

Priority will be given to Projects/locations that are on or within:

1. Properties owned by the RDA or City, especially those owned for long periods of time.
2. Community Development Block Grant (CDBG)-eligible census tracts.
3. Places accessible to pedestrians and bicyclists, and/or serviced by public transit and places of employment.
4. Neighborhoods and properties designated for redevelopment purposes.

TIDAH Funds may be allocated to:

1. Larger multi-unit (rental or owner-occupied) development projects located outside of a TID.
2. Conversion of underutilized space to housing space.
3. RDA-led construction of new (rental or owner-occupied) single or multi-unit structures.
4. Home Improvement Loans for income qualified applicants.

Projects

Priority will be given to Projects that:

1. Create a higher per-acre property value than adjacent properties and the City average.
2. Generate property taxes greater than the cost of providing infrastructure and services when feasible.
3. Rehabilitate and/or build new structures for individuals of all ages and abilities.
4. Offer transitional housing with supportive on-site services.
5. Acquire, rehabilitate or remove structures due to blight and neglect and/or with high complaint and/or police call volumes.
6. Rehabilitate and/or build new structures using sustainability guidelines that result in high-performance designs, energy efficient systems, and finishes.
7. Convert underutilized spaces above businesses for housing purposes.
8. Are proposed by a developer who has experience and has completed successful affordable housing projects, especially in partnership with WHEDA and HUD.
9. Remediate environmental contamination and/or enhance the physical landscape.
10. Create and/or enhance unique public spaces, amenities, and art.

Developer Requirements

Developer shall have in place and shall provide RDA proof of:

1. Equity in the form of the value of the Property, less any mortgages thereon, or any other equity acceptable to the RDA, not less than twenty percent (20%) equity available for injection into the Project.
2. Financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the RDA, to complete the Project according to the plans and specifications.
3. For projects over five hundred thousand dollars ($500,000.00), 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 Public Art, in accordance with RDA Resolution 19-03 Regarding Percent for Art.
4. In circumstances where the developer is unable to meet the 20% equity requirement, supplemental equity may be provided through this program at no more than 10% of the project's value. The terms of this equity position will be negotiated by staff, approved by the RDA and City Council and may include ownership, gap financing, or other types of uncommitted collateral. Supplemental equity is not a project grant.

Project Limitations

A Project shall be limited by the following criteria:

With the exception of Home Improvement Loans for applicants who are not eligible under the HOME program, the TIDAH Incentive shall be less than or equal to all of the following:

- The amount of Developer equity in the Project.
- Twenty percent (20%) of the Project budget.
- Five hundred thousand dollars ($500,000.00).
- Under certain circumstances, project incentives in excess of $500,000 for large-scale multi-family developments that add additional qualifying units above and beyond the scope of a standard project may be considered and will need RDA and City Council approval.

Community & Economic Development Department
100 North Jefferson Street • Room 608
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3400
Fax 920.448.3426

TAX INCREMENT DISTRICT AFFORDABLE HOUSING (TIDAH) PROGRAM APPLICATION FORM

Name/Company:	
Contact Person:	
Current Address:	
Telephone Number: (Home)	(Work)
Email:	

Type of Application: (mark all that apply)

Acquisition:	New Construction:	Rehabilitation:

Type of Applicant: (mark all that apply)

Non-Profit:	For-Profit:	Project Developer:	Project Owner:

Project Location:
RDA/CITY owned parcel? YES or NO:
Does applicant have formal control over the site? YES or NO:
Is the project located in a Tax Incremental District or other priority location? YES or NO or UNSURE:

Project Cost:

Total Cost of Project:	Total # Units in Project:
TIDAH Funds Requested:	Rental Project or Homebuyer:

Project Description:

a. Provide a narrative description of the project, including details of the existing neighborhood housing stock, its average age, and general condition:

b. Explain the need, intended use, and justification for TIDAH funds:

c. Describe the population intended to be served by this project and TIDAH funds:

d. Describe any other formal City housing goals or other community objectives from approved City plans or policies that are addressed by this project that would make this application for TIDAH funds even more competitive:

e. Households/Persons Benefited:

Total # of households:	Total # of persons:

Targeted Income Level*	RENTAL UNITS				OWNER OCCUPIED				STAND ALONE OR TOWNHOUSE
	Studio	1 unit	2 units	3+ Units	Studio	1 unit	2 units	3+ Units	
0 to 30% AMI									
31 to 80% AMI									
81% + AMI									
TOTAL									

Project Costs & Use of TIDAH funds:

a. New Construction or Rehabilitation

	Total Budget	TIDAH Funding	TIDAH %	20% Match
Rehabilitation of existing units				
Renovation of non-residential structures into residential units				
New construction of residential units				
Other: (Detailed explanation must be attached)				
Other: (Detailed explanation must be attached)				

b. Acquisition

	Total Budget	TIDAH Funding	TIDAH %	20% Match
Land				
Buildings				
Other Expenses:				
(Detailed explanation must be attached)				

c. Site/Off-site Improvements

	Total Budget	TIDAH Funding	TIDAH %	20% Match
Clearance/demolition				
Drainage improvements				
Installation/renovation of sanitary sewers				
Remediation				
Transportation improvements (on-site)				
Transportation improvements (off-site)				
Other: (Detailed explanation must be attached)				
Other: (Detailed explanation must be attached)				

d. Total Cost and Total Home Funding

	Total Budget	TIDAH Funding	TIDAH %	20% Match
TOTALS				
Percentage of TIDAH Financing Project				
Total number of units				
Total number of TIDAH units				
Other: (Detailed explanation must be attached)				

Sources of Funds: Grants, Loans or Other Investors

a. Please attach commitment letters

b. Grant sources (complete as applicable)

Funding Agency	Amount	Application to be submitted/date	Application in review by agency/date	Approved for funding/date

c. Provide a list of previous affordable housing projects and project references.

**Any award of TIDAH Funds is subject to an executed agreement that shall include clawbacks or other penalties for failure to perform on the approved project.

Applicant's Certification:

The applicant certifies that all the information in this application and all information furnished in support of this application is given for the purpose of obtaining a grant under the City of Green Bay's Tax Increment District Affordable Housing Program.

Signature Date

Signature Date

Please initial the following:

	The applicant acknowledges that the City may enlist third party professional consulting services to assist in the evaluation of this request for funding, for which 100% of costs may be passed on to the applicant at the City's sole discretion.
	The applicant acknowledges that application may be subject to a public records search.

(For Office Use Only)
Date received: _____
Option awarded: _____
Payment received: _____

Equal Housing Opportunity

City of Green Bay
Department of Community and Economic Development

TAX INCREMENT DISTRICT AFFORDABLE HOUSING (TIDAH) FUND PLAN 2021-2022

Program Overview

The City Council approved the affordable housing extensions of TID 7 and 8 in 2021 and established the Tax Increment District Affordable Housing (TIDAH) Fund segregated account, from which all incremental property taxes collected are placed. The initial TIDAH plan was approved by City Council in April of 2021.

The Redevelopment Authority of the City of Green Bay (RDA) is responsible for management and administration of this TIDAH Fund. No later than October 31 of each year, the RDA will approve and submit to the Common Council for approval a plan that includes:

- A summary of revenues and expenditures for the current calendar year.
- Proposed allocations for program expenditures for the subsequent calendar year.
- Proposed adjustments to this policy to account for changes in inflation, cost of living, median income limits, and other market fluctuations.
- Priority neighborhoods or projects in which funds should be focused.

As stated in the TIDAH policy, funds may be allocated to:

1. Larger multi-unit (rental or owner-occupied) development projects located outside of a TID.
2. Conversion of underutilized space to housing space.
3. RDA-led construction of new (rental or owner-occupied) single or multi-unit structures.
4. Home Improvement Loans for income qualified applicants.

Follows is the plan for 2021-2022

Summary of revenues and expenditures for the current calendar year

Revenue	$1,161,279	
Expenses	$ 7,730	purchase of lot from Brown County (back taxes) for new house development
Balance	$1,153,549	

This balance was created by funding used from contributions from TID 7 and 8. The next TID allocation will be from TID 12 and will not be available until January of 2023. The approximate allocation will be 2.5 million dollars.

The amount of time spent to administer TIDAH plan will be tracked by staff and charged to the TIDAH fund for administration of the program.

Proposed allocations for program expenditures for the subsequent calendar year.

Staff is recommending the following as project allocations for 2021-2022

Larger multi-unit development projects	$600,000
Conversion of underutilized space into Housing	$353,549
Home Improvement Loan Program	$100,000
Acquisition/New Homes in Your Neighborhood Program	$100,000

Please note: these are recommended allocations and could change dependent on funding requests.

Proposed adjustments to this policy to account for changes in inflation, cost of living, median income limits, and other market fluctuations

There are no proposed adjustments for inflation changes, cost of living increases, or median income limits at this time.

Priority neighborhoods or projects in which funds should be focused.

Although the TIDAH funds can be used City wide, the Community and Economic Development Dept. will continue to focus efforts in specific neighborhoods. Staff has been concentrating efforts in the Shipyard area for the past 3 years and plan to start the transition into other neighborhoods. In 2022, over 1,000 parcels will be removed from the flood plain in the Olde North neighborhood. This presents an opportunity to rehabilitate and build in an area that previously had many restrictions due to this flood plain status. Staff will begin working with this neighborhood on many levels of redevelopment including rehabilitation, new home construction and neighborhood association reformation. TIDAH funds will play a role in these multi-year efforts, specifically in the assistance to low-income single family homeowners and renters.

Other sites/areas staff will continue to promote affordable housing creation:

All RDA-controlled sites that will accommodate new house construction
JBS donated land on Guns Road
Northwest corner of S. Monroe Avenue and Chicago Street
N. Broadway (Railyard)
S. Broadway (Shipyard)

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

MEETING DATE	PREPARED BY
October 19, 2021	

AGENDA ITEM # N.1

To approve a change of agent for Walgreens Co. at 1401 E. Mason St.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 1401 E Mason_COA

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

MEETING DATE	PREPARED BY
October 19, 2021	

AGENDA ITEM # N.2

To approve a request by Appleton Indoor Golf, LLC at 2255 Main St. to extend the issuance of their liquor license to November 15, 2021 (License granted at the August 3, 2021 Common Council Meeting).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Appleton Indoor Golf LLC

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

MEETING DATE	PREPARED BY
October 19, 2021	

AGENDA ITEM # N.3

To approve an application for an available "Class B" Combination liquor license by LCS LLC (Beats Lounge) at 1583 Main St. with a licensed premises description as "stored in coolers, walking cooler, liquor room, behind the bars." (Currently licensed as a "Class B" Combination-Reserve License by Club9Twenty).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. BEATS LOUNGE APPLICATION
2. LICENSE STIPULATION.AYRESS.503-20211051357576 57

Alders' Petitions and Communications

Name: Mark Steuer

Committee Name: Protection and Policy Committee

Today's Date: 8-19-2021

Text of Communication:

To have the City of Green Bay look into enforcement scenarios, including citations and warnings, with respect to loud automobile, truck and other vehicular forms of transportation.

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

City of Green Bay
100 N Jefferson St, Room 106
Green Bay, WI 54301

greenbaywi.gov/Clerk
920.448.3010
Fax 920.448.3016

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

MEETING DATE	PREPARED BY
October 19, 2021	

AGENDA ITEM # N.5

To approve General Ordinance No. 24-21 amending Section 24-6(14) of the Green Bay Municipal Code relating to public nuisances affecting peace and safety.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. DRAFT GO 24-21 - Amend Section 24-6(14) Nuisances

GENERAL ORDINANCE NO. 24-21

AN ORDINANCE AMENDING SECTION 24-6(14),
GREEN BAY MUNICIPAL CODE, RELATING TO
PUBLIC NUISANCES AFFECTING PEACE AND SAFETY

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

SECTION 1. Section 24-6(14), Green Bay Municipal Code, is hereby amended to read:

(14) Any phrase or symbol intentionally marked, drawn**,** or written with paint, ink**,** or another substance on or intentionally etched into the physical property of another which has not been removed in accordance with Section ~~26-47~~ **26-16**.

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

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication.

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

APPROVED:

_____
Mayor

ATTEST:

_____
Clerk

dkd

October 19, 2021

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

MEETING DATE	PREPARED BY
October 19, 2021	

AGENDA ITEM # N.6

To receive and place on file the Liquor Violation Report for October 11, 2021.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 20LiqVio
2. 21LiqVio
3. Report October 11 2021

REPORT OF THE PROTECTION AND POLICY COMMITTEE
GRANTING OPERATOR LICENSES
October 19, 2021

The Protection and Policy Committee wishes to request that the following applications for Operator Licenses be granted. Stipulations placed on licenses shall continue to be in effect.

OPERATOR LICENSES

Babik, Brandi L
Belisle, William H
Block, Danielle R
Bourassa, Daniel J
Brown, Bryan A
Chacara Jr, Jose Ramon
Converse, Edward J
Donart, Sarah L
Duckhorn, Molly K
Ekum, Cameron P
Finendale, Thomas J
Fisher, Michael N
Foster, Christopher J
Francies, Sean S
Gardner, Makenzie A
Hecker, Steven P
Heinonen, Mark A
Herrera, Albino
Holl, Timothy C
Holterman, Lauren G
Jackson, Ronald
Johnston, Michael J
Konshak, Jolene M
Laurence, Rainee M
Lee, Brianne N
Leonhard, Michael S
Nicks, Jared D
Olejniczak, Joshua S
Palmer, Kim M
Peterson, Amanda A
Rankin, Jessica L
Reynard, Janice L
Riemer, Patrick R
Scheelk, Jarrett J
Schinke, Alexis J
Spruce, Jacquelyn F
Tappa, Nastassia N
Vandenberg, Richard L
Vannewkirk, Macy R
Vanseveren, Amy L
Willems, Hunter K
Wishart, Malakai G

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: October 12, 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.

• Forestry Worker I – Replacement position due to the resignation of David Blohowiak effective September 30, 2021. Salary range: $20.56 - $24.20 per hour.

Position Fill Request
Justification Report
10-5-21

Position Title: Forestry Worker 1 (FW1)

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 open position is the result of a Forestry Worker 1 employee accepting another position elsewhere.

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

   Yes, this position is in the current budget. The pay range is Grade F, $20.56-$24.20/HR.

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

   This is a Forestry Worker 1 (FW1) position. They perform stump grinding operations along with equipment operations for the tree removal, pruning, and planting crews. This position provides forestry services that keep street right of ways safe for pedestrians and vehicles.

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

   Internal staffing reduces expenses compared to contracting these services out. Contracting services would be considerably more expensive and would be cost prohibitive within the current City budget limitations.

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

   There are only 5 FW1 positions currently budgeted for in the entire Forestry division. There is currently a backlog of forestry work that needs to be done. Without this position, this backlog of work will continue to grow.

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

   Services are still being done by remaining staff. The level of services provided will not be at same quantity without this position.

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

These positions are essential to all forestry functions. All facets of the division will be impacted. This would include, storm event clean up, tree removals, pruning, planting and stump removal.

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

The position is part of a crew environment, this individual position cannot be contracted out. Other forestry personnel can fill in if necessary but at the expense of services provided by the division as a whole.

9. Are there union issues?

No.

10. Other supporting comments.

Filling this position will be critical in implementing the 3 year Ash tree removal plan and ongoing forestry operations.

Report to the
Personnel Committee of the City of Green Bay

MEETING DATE	PREPARED BY
October 19, 2021	

AGENDA ITEM # P.2

To approve the modification of the Municipal Judge position from .65 FTE to a .5 FTE position and continue to offer full-time benefits.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Memo - Personnel Committee - Municipal Judge modification 10.12.2021

Human Resources Department
100 North Jefferson Street • Room 500
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3147
Fax 920.448.3128

MEMORANDUM

To: Personnel Committee

From: Joseph Faulds, Human Resources Director

Re: Municipal Judge position modification from .65 FTE to a .5 FTE position and continue to offer benefits as a full-time employee.

Date: October 12, 2021

RECOMMENDATION

The Municipal Judge position is currently paid at a .65 FTE of Pay Grade R of the City Pay plan. The City proposes to pay the position the following salary for each year based on an expectation of about 20 hours of work per week:

Salary effective April 19, 2022: .5 FTE at $52,280.80
Salary effective April 19, 2023: .5 FTE at $54,371.98 (4% increase)
Salary effective April 19, 2024: .5 FTE at $56,546.88 (4% increase)
Salary effective April 19, 2025: .5 FTE at $58,808.88 (4% increase)

The position will be offered benefits as a full-time employee. The offer letter to the elected Municipal Judge will include the salary for each year of the term as outlined above and that the position offers full-time benefits.

Report to the
Personnel Committee of the City of Green Bay

MEETING DATE	PREPARED BY
October 19, 2021	

AGENDA ITEM # P.3

To approve Personnel Policy Chapter 11: Travel and Reimbursement to remove 11.5.4 Monthly Automobile and Parking Allowance.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Memo - Personnel Committee - Mileage Reimbursement and Parking Allowance 10.12.2021
2. Chapter 11 - Travel and Reimbursement Revisions 10.7.2021

Human Resources Department
100 North Jefferson Street • Room 500
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3147
Fax 920.448.3128

MEMORANDUM

To: Personnel Committee

From: Joseph Faulds, Human Resources Director

Re: Personnel Policy Chapter 11: Travel and Reimbursement to remove 11.5.4 Monthly Automobile and Parking Allowance

Date: October 12, 2021

RECOMMENDATION

The City allows some employees a flat rate of $30 a month for 0-100 miles of travel for City purposes. The City is proposing to remove this flat rate and to allow employees to submit for actual mileage traveled for City purposes starting in 2022. In addition, the employees are not receiving a reimbursement for monthly parking expenses and that portion of the policy should be removed as it is outdated.

CITY OF GREEN BAY PERSONNEL POLICY

Policy Title Travel and Reimbursement	**Policy Reference** Chapter 11
Policy Source Human Resources Department	**Legal Review Date** March 18, 2019
Personnel Committee Approval January 29, 2019	**City Council Approval** February 18, 2019

11.1 TRAVEL AUTHORIZATION: Travel is authorized by department heads based on funds allocated by the Common Council through the budget process.

11.2 REIMBURSEMENT. To obtain reimbursement for the reasonable and necessary expenses of approved travel, it will be necessary for the employee to complete the travel voucher and attach all required receipts. Requests for reimbursement and all refunds of unused cash advances must be completed no later than thirty days from the date that the employee returns to the City of Green Bay.

11.2.1 Cash Advances. Travel advances will be granted for specific purposes related to City business. Requests must be made to the Comptroller's Office in a manner prescribed by the Finance Director/Comptroller. Travel expenses of less than $50.00 will not be advanced.

11.2.2 Receipts. Credit cards and vendor receipts are acceptable, supplemented by a cash register receipt when available. In the event that required receipts are not available for certain purposes, it will be necessary for the employee to document the reason for not providing such receipt on the travel voucher.

11.3 REIMBURSABLE EXPENSES. The following items shall be considered appropriate items for reimbursement while on official City business:

11.3.1 Mileage. Reimbursement shall be at the standard rate per mile allowed by the Internal Revenue Service when operating a personal vehicle. Employees will also be reimbursed for necessary parking and tolls. When air fare is less expensive than driving the employee will be reimbursed the cost of air fare whether they drive or fly.

11.3.2 Travel in City Vehicles. Reimbursement for travel in City vehicles shall be as provided in Section 5, City Vehicle Use Policy.

11.3.3 Air Fares. Actual cost of an airline ticket will be reimbursed, but flight reservations shall be made as soon as possible in order to take advantage of discounts

available. Where airfare is less expensive than driving the employee will be reimbursed the cost of air fare whether they drive or fly.

11.3.4 Rental Cars. Actual expenses will be reimbursed for any compact or intermediate rental car. Receipts will be required for reimbursement and rental cars will be allowed only when other modes of transportation are too costly, too inconvenient or unavailable.

11.3.5 Lodging. Actual expenses will be reimbursed with appropriate receipts; however, employees are required to take advantage of any discounts available for seminar participants rather than opting for a hotel other than the one at which the seminar or conference is being held. Furthermore, reimbursement shall be for single occupancy only.

11.3.6 Telephone. Charges incurred while in traveling status are reimbursed when necessary for official business. Employees whose traveling requires overnight stays will be allowed 1-call home on a daily basis. Such calls will be limited to 10-minutes.

11.3.7 Meals. A per diem amount totaling $10 per day for day trips under 12-hours and $25 per day for trips of 12-hours or more, or an overnight stay, will be allotted for meals and sundry items not herein specified. No reimbursement will be provided for the cost of alcoholic beverages.

11.3.8 Taxis and Public Transportation. Reimbursement is limited to the lowest fare available and practical. Employees are to exercise discretion in choosing a taxi over public transportation.

11.3.9 Travel with Spouse. When travel is in a non-City owned vehicle, it is acceptable to be accompanied by a spouse while on official City business. However, the spouse's expenses will not be reimbursed and, any costs incurred jointly will be reimbursed at the individual or single rate.

11.3.10 Personal Travel. At times, employees will extend their stay in a particular location in order to follow the business trip with a vacation - such behavior is not discouraged as long as it has been authorized by the department head. However, any expenses incurred prior to, or beyond, the dates of the City business shall be borne entirely by the employee.

11.4 TERMINATING EMPLOYEES. No travel reimbursement shall be made to employees who have accepted employment elsewhere and the City may recover reimbursement made for travel-related reasons during the last three months of employment.

11.5 CITY VEHICLE USE POLICY:

11.5.1 Purpose. This policy applies to employees of the City of Green Bay and provides guidelines for determining the use of City vehicles and personal vehicles.

11.5.2 General Guidelines for use of City owned vehicles or personal vehicles.

a. All City vehicles shall be marked clearly as a City of Green Bay vehicle, except those vehicles required to remain unmarked for purposes of carrying out official duties of their positions.

b. City Employees are encouraged to use City vehicles whenever practical and available. They shall be reimbursed for the actual cost of gas, oil, and emergency repairs as indicated by appropriate receipts.

c. City owned vehicles shall only be used while performing or conducting City business activities.

d. Except in situations requiring the carrying out of official duties (e.g. Fire rescue transporting patients or Police transporting witnesses or suspects, etc.), travel in a City vehicle shall be limited to City employees, individuals representing the City, and/or other government officials. Other individuals may travel in a City vehicle, if it is directly related to the specific business being conducted at the time. This requires prior approval from the Department Head.

e. Employees using a personal vehicle for City business are required to maintain a current automobile insurance policy. Employees will be required to provide a certificate of insurance.

f. All drivers of a City-owned vehicle must have a valid Wisconsin Driver's License and a satisfactory driving record. The driver is responsible for any fines or penalties imposed for violation of traffic or parking laws or ordinances. All accidents shall be reported in accordance with the City Safety Program.

g. The employee is obligated to immediately inform their supervisor or manager of any unfavorable change in driver's license or insurance status.

h. Smoking and the use of smokeless tobacco products are not permitted in a City-owned vehicle.

i. Employees operating a city-owned vehicle must obey all alcohol and drug use regulations set forth in state and local legislation, as well as all alcohol and drug use rules outlined in the City of Green Bay Drug-Free Workplace Policy.

j. Travel required outside the City limits or the department's service area requires authorization from the Department Head or their designee.

k. City Employees using a City vehicle are required to keep the interior of the vehicle clean. Only city business related items/articles are allowed in the vehicle.

l. An employee using a City vehicle must park the vehicle at a designated City parking area after normal business hours unless the vehicle has been approved for take home.

m. Employees who are assigned a take home vehicle will be required to report the vehicle mileage to and from their home on a monthly basis and the appropriate payroll taxes will be withheld.

~~11.5.3 Monthly Automobile and Parking Allowance. Employees who receive a monthly automobile allowance will receive a flat rate of $30 for 0 to 100 miles per month.~~

~~Any mileage over 100 miles will be reimbursed at the current IRS rate. These employees will also receive reimbursement for monthly parking expenses at the rate charged by the Green Bay Parking Utility less state sales tax.~~

11.5.4 Criteria for Assigned Vehicles. The following criteria will be used to determine whether or not an employee is assigned a vehicle. The city retains the right to make vehicle assignments at its discretion.

a. Annual mileage at or in excess of 6,000 miles. The Department is required to maintain mileage records.

b. Positions requiring "On Call" status and/or the employee is required to leave home and respond to emergency situations.

c. An employee must transport equipment or supplies which are not easily transferred or transported in a personal vehicle.

d. An employee's duties that require a marked vehicle for purposes of identification as a City Official.

11.5.5 Criteria for Take Home Vehicles. Positions requiring "On Call" status and/or the employee are required to leave home and respond to emergency situations. If employees rotate on-call status, the employee is allowed to take the vehicle home only when on-call.

a. Consideration will also be given in the following situations.

b. An employee must transport equipment or supplies or animals which are not easily transferred or transported in a personal vehicle.

c. Employee's duties that require a marked vehicle for purposes of identification as a City Official.

d. Police School Liaison Officers and the Crime Prevention Officer will be allowed to take a City vehicle home, provided they reside within the corporate City limits. City vehicles will be kept at the Police Station during times of vacation.

e. Other exceptions to the above outlined criteria for take home vehicles must be brought by the department head to the Personnel Committee for approval. If timing does not allow for Personnel Committee action, the department head may make the exception and report that exception to the Personnel Committee.

f. If a Police or Fire Department employee is assigned a take home vehicle and that individual resides outside the corporate City limits, they will not be allowed to take the City vehicle home.

g. If any other City employee is assigned a take home vehicle and that individual resides outside the corporate County limits, they will not be allowed to take the City vehicle home.

h. In any event, all employees are still responsible to meet any response time requirements for their position and/or must adhere to more restrictive boundaries per labor contracts.

11.5.6 This policy applies to all City employees unless a labor agreement would supersede.

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF EXECUTIVE BUDGET AND FINANCE
DOA-2778 (R03/2019)

STATE CONTROLLER'S OFFICE-CMO
101 E. WILSON STREET, 5th FL
PO BOX 7932
MADISON, WI 53707-7932
(608) 261-7749

MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name	County Code Number	Report for Month/Year
Brown	05	September, 2021
Municipal Name	**Municipal Code Number**	**Telephone Number**
Green Bay Municipal Court	231	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.)	$ 73,748.83	$ 73,748.83		
Adjustment (if applicable)	$ .00	$ .00		
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	$ 25,774.05	$ 22,334.82		$ 3,439.23
Adjustment (if applicable)	$ .00	$ .00		$ .00
3. Penalty Surcharges (s. 757.05, Stats.)	$ 18,348.41			$ 18,348.41
Adjustment (if applicable)	$ .00			$ .00
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	$ 6,913.59		$ 6,913.59	
Adjustment (if applicable)	$ .00		$ .00	
5. Driver Improvement Surcharges (s. 346.655, Stats.)	$ 6,496.52		$ 3,433.50	$ 3,063.02
Adjustment (if applicable)	$ .00		$ .00	$ .00
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)	$ 8,873.29			$ 8,873.29
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.)	$ 600.00		$ 600.00	
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.)	$ 750.00			$ 750.00
Adjustment (if applicable)	$ .00			$ .00
12. Totals	$ 141,504.69	$ 96,083.65	$ 10,947.09	**Pay This Amount** $ 34,473.95

Continue onto the next page.

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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: Neil Basten Date: 10-1-21

III. TREASURER'S CERTIFICATION

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

Treasurer: Pamela R. Manley Date: 10/5/21

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

Name:	**Telephone #**	**Email Address**
Neil Basten	920-448-3131	neilba@greenbaywi.gov

COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN

October 19, 2021 **Resolution No. ___**

Resolution Providing for the Sale and Issuance of [up to]
$[27,915,000] Municipal Revenue Obligation, Series 2021
(KI Convention Center Expansion Project),
the Payment Thereof
and Other Related Details and Covenants

WHEREAS, the City of Green Bay, Wisconsin (the "**Municipality**") has established Tax Incremental District No. 13 (the "**TIF District**"), to permit certain costs incurred by the Municipality for redevelopment of the TIF District, which includes certain costs relating to the expansion of the KI Convention Center (the "**Project Costs**"), to be reimbursed from property tax increments, grants, and surplus from tax revenues, as described herein; and

WHEREAS, the Municipality has established the Redevelopment Authority of the City of Green Bay, Wisconsin (the "**Authority**") to carry out redevelopment projects in designated redevelopment areas; and

WHEREAS, the Municipality is authorized, by Section 66.1105 (9) (a) of the Wisconsin Statutes, as amended, to pay the Project Costs from the proceeds of bonds issued under Section 66.0621 of the Wisconsin Statutes, as amended; and

WHEREAS, Section 66.0621 permits the Municipality to issue revenue obligations to provide for purchasing, acquiring, leasing, constructing, extending, adding to, improving, conducting, controlling, operating, or managing a public utility, and to issue refunding obligations to refund outstanding revenue obligations, which obligations shall not be considered an indebtedness of the Municipality; and

WHEREAS, for the purposes of financing under Section 66.0621, the term "public utility" means any revenue producing facility or enterprise owned by the Municipality and operated for a public purpose and includes any necessary public works project undertaken by the Municipality; and

WHEREAS, the Municipality is authorized, by Section 66.1333 (13) of the Wisconsin Statutes, as amended, to assist any redevelopment project by furnishing services or facilities, providing property, lending, or contributing funds or entering into Cooperation Agreements; and

WHEREAS, the Municipality and the Authority entered into a Cooperation Agreement, dated as of December 1, 2013 (the "**Cooperation Agreement**"), to sell to the Municipality's revenue obligation to the Authority, to contribute to the Authority certain property within the TIF District on which the expansion to the KI Convention Center is situated, and to lease back the same property, thereby providing funding for the Project Costs; and

WHEREAS, on December 10, 2013 the Municipality issued its $24,840,000 Municipal Revenue Obligation, Series 2013 (KI Convention Center Project) (the "**2013 Municipal Revenue Obligation**"), relating to the Authority's $24,840,000 Taxable Lease Revenue Bonds, Series 2013 (KI Convention Center Project), dated December 10, 2013 (the "**2013 Bonds**"), issued under an Indenture of Trust, dated as of December 1, 2013 (the "**Indenture**"), between the Authority and Associated Trust Company, National Association, as trustee, for the purpose of financing the Project Costs; and

WHEREAS, the Authority and the Municipality have entered into a Lease, dated as of December 1, 2013 (the "**Lease**"), pursuant to which the Authority has leased the Leasehold Property (as defined in the Lease), which is located within the TIF District, to the Municipality for use in accordance with the Redevelopment Plan (as defined in the Lease), and provided for the rent payments to be paid by the Municipality in amounts sufficient to pay the 2013 Bonds; and

WHEREAS, the Cooperation Agreement, the Lease, and the Indenture contemplate the issuance of additional bonds and additional municipal revenue obligations; and

WHEREAS, the Municipality now desires the Authority to refinance a portion of the Municipal Development Costs (as defined in the Cooperation Agreement), including the Project Costs, by selling and issuing its taxable lease revenue refunding bonds (the "**Bonds**"), pursuant to the Redevelopment Act to refund and defease the 2013 Bonds (the "**Refunding**"); and; and

WHEREAS, on August 17, 2021 the Municipality adopted an initial resolution requesting the Authority to issue Bonds for the purpose of the Refunding, authorizing and approving the actions and support necessary by the Municipality for the issuance by the Authority of the Bonds, and approving the issuance of an additional municipal revenue obligation relating to the Bonds (the "**Municipal Revenue Obligation**");

WHEREAS, the Municpality now desires to issue the Municipal Revenue Obligation in exchange for the 2013 Municipal Revenue Obligation to facilitate the Refunding and to achieve debt service savings;

NOW, THEREFORE, be it resolved by the Common Council of the Municipality, as follows:

Section 1. <u>Definitions</u>.

The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

"**Additional Bonds**" means collectively each series of lease revenue bonds as the Authority may issue under the Indenture from time to time after the issuance of the Series 2013 Bonds.

"**Additional Municipal Revenue Obligations**" means collectively each series of municipal revenue obligations as the Municipality may issue from time to time with respect to any Additional Bonds.

"**Authority**" means the Redevelopment Authority of the City of Green Bay, Wisconsin.

"**Bonds**" means the $[27,915,000] principal amount of the Authority's Taxable Lease Revenue Refunding Bonds, Series 2021 (KI Convention Center Expansion Project), to be issued under the Supplemental Indenture.

"**Bond Purchase Agreement**" means the Bond Purchase Agreement[, dated as of the date of this Resolution,] to be entered into by and among the Authority, the Municipality, and the Underwriter, setting forth the terms and conditions on which the Authority will sell and the Underwriter will purchase the Bonds.

"**Common Council**" refers to the governing body of the Municipality.

"Continuing Disclosure Agreement" shall mean the Continuing Disclosure Agreement, dated as of November 1, 2021, delivered by the Municipality.

"**Cooperation Agreement**" means the Cooperation Agreement, dated as of December 1, 2013, between the Municipality and the Authority.

"Grants" means a grant from the State of Wisconsin, and all other gifts, contributions, grants, and other forms of public or private aid received or to be received by the Municipality specifically for the purpose of assisting in the redevelopment of the Improvement Area.

"**Improvement Area**" means the Improvement Area described in Exhibit C to the Cooperation Agreement.

"**Indenture**" means the Indenture of Trust, dated as of December 1, 2013, entered into between the Authority and the Trustee, as supplemented and amended by the Supplemental Indenture.

"**Lease**" means the Lease, dated as of December 1, 2021, between the Municipality and the Authority, as amended by the Supplement to Lease, and as may be amended from time to time.

"**Leasehold Property**" means the real property and real property improvements relating to the expansion of the KI Convention Center and subject to the Lease as described in Exhibit A to the Lease.

"**Municipal Development**" means, collectively, any and all real property improvements relating to the KI Convention Center, constructed or to be constructed or installed by the Municipality in accordance with the TIF Project Plan and the Redevelopment Plan, and may include, without limitation, any of the following: improvements to, and construction and furnishing of an expansion to, the KI Convention Center and any related site grading, landscaping, fencing, sidewalk and walkways, utility lines, and signage.

"**Municipal Development Costs**" means costs incurred or to be incurred by the Municipality for the Municipal Development as further described in Exhibit A to the Cooperation Agreement.

"**Municipal Development Property**" means all right, title, and interest of the Municipality in, to, and under all real property, real property improvements, and personal property in the Improvement Area, purchased, constructed, installed, or improved by the Municipality with the proceeds of its Municipal Revenue Obligations, Grants, Surplus Net Room Tax Revenues as described in Section 3.02(c) of the Lease, if available, and any other funds.

"**Municipal Revenue Obligation**" means the $[27,915,000] Municipal Revenue Obligation, Series 2021 (KI Convention Center Expansion Project), authorized to be issued by this Resolution.

"**Municipality**" means the City of Green Bay, Wisconsin.

"**Official Statement**" means the Authority's Official Statement, dated on or about the date hereof, relating to the Bonds.

"**Redevelopment Act**" means Section 66.1333 of the Wisconsin Statutes, as amended.

"**Redevelopment Area**" means the Downtown Green Bay Redevelopment District as described in the Redevelopment Plan.

"**Redevelopment Plan**" means the Redevelopment Plan for the Downtown Green Bay Redevelopment Area, adopted by the Governing Body of the Authority on November 18, 1997 and approved by the Governing Body of the Municipality on December 2, 1997, as amended from time to time pursuant to the Redevelopment Act.

"**Refunding**" has the meaning set forth in the recitals to this resolution.

"**Register**" means the books of the Municipality kept by the Registrar to evidence the registration and transfer of the Municipal Revenue Obligation.

"**Registrar**" means the Treasurer of the Municipality, or a successor designated as Registrar hereunder.

"**Revenues**" means (i) revenues derived from grants, (ii) revenues derived from sales, leases, or transfers by the Municipality of portions of the Municipal Development Property for use consistent with the Redevelopment Plan, (iii) Surplus Net Room Tax Revenues as

described in Section 3.02(c) of the Lease, if available, and (iv) moneys appropriated from time to time for such purpose by the Municipality's Common Council in its sole and absolute discretion.

"**Special Redemption Fund**" means the fund established pursuant to Section 10 hereof.

"**Supplemental Indenture**" means the First Supplemental Indenture of Trust, dated as of November 1, 2021, between the Authority and the Trustee, providing for the issuance of the Bonds.

"**Supplement to Lease**" means the First Supplement to Lease (Additional Bonds), dated as of November 1, 2021, between the Municipality and the Authority.

"**TIF Act**" means Section 66.1105 of the Wisconsin Statutes, as amended.

"**TIF District**" means the Municipality's Tax Incremental Financing District No. 13 identified as such in the TIF Project Plan, as amended.

"**TIF Project Plan**" means the Municipality's Tax Incremental Finance District No. 13 Project Plan Downtown Revitalization, Project Plan Amendment No. 2, Boundary Amendment No. 1, approved by the Governing Body of the Municipality on May 1, 2012, and as amended from time to time pursuant to the TIF Act.

"Trustee" means Associated Trust Company, National Association, as trustee.

"**Underwriter**" means Robert W. Baird & Co. Incorporated.

Section 2. <u>Findings and Determinations</u>.

The Municipality previously found and determined, and hereby confirms, that (i) the Municipal Development is consistent with the public purposes, plans, and objectives respectively set forth in the TIF Project Plan and the Redevelopment Plan, (ii) the Municipal Development accomplishes the public purpose objectives set forth in the TIF Project Plan and the TIF Act, and (iii) the right of the public to the lawful and reasonable use of the Adams Street right-of-way, for right-of-way purposes, will not unreasonably be obstructed or impaired by the Municipal Development, including the real property improvements to be constructed, installed, equipped, and operated as the KI Convention Center expansion.

The Municipality hereby finds and determines that the refinancing of the Municipal Development and the requirement each year to pay both principal of, and interest on, the Municipal Revenue Obligation as herein provided will be reasonable and in accordance with prudent municipal utility management.

Section 3. <u>Execution and Delivery of the Supplement to Lease</u>.

It is hereby found and declared that the rent payments under the Lease constitute reasonable payments for the use of the Leasehold Property.

The terms and provisions of the Supplement to Lease are hereby approved. The Mayor and the Clerk are hereby authorized, for and in the name of the Municipality, to execute, affix with the official seal of the Municipality, and deliver the Supplement to Lease in the form thereof presented to this body, or with such insertions therein and corrections and revisions thereto as shall be approved by the Mayor and the Clerk consistent with this Resolution, their execution thereof to constitute conclusive evidence of their approval of such insertions, corrections, and revisions.

Section 4. Authorization, Purpose, and Terms of Obligations.

For the purpose of effecting the Refunding and thereby providing for the Municipal Development in fulfillment of the Cooperation Agreement, there shall be issued a negotiable fully registered bond of the Municipality. The bond shall be designated "Municipal Revenue Obligation, Series 2021 (KI Convention Center Expansion Project)" and shall be issued in the aggregate principal amount of [not to exceed] $[27,915,000] (the "**Series 2021 Obligation**" or the "**Municipal Revenue Obligation**"). The Municipal Revenue Obligation as originally issued shall be dated as of the date of its initial delivery and shall also bear the date of its authentication by the Registrar; and shall be in the denomination of the entire principal amount. The Municipal Revenue Obligation shall be numbered in any manner at the discretion of the Registrar. The entire principal amount of the Municipal Revenue Obligation shall become due on June 1, 2043; *provided,* that the principal of the Municipal Revenue Obligation shall be retired in advance of final maturity in the [same] amounts and on the [same] dates specified [for the Bonds] in the [Supplemental Indenture] [table below:]

Due (June 1)	Principal Amount	Interest Rate
2022	000	.00
2023	,000	.00
2024	,000	.00
2025	,000	.00
2026	,000	.00
2027	,000	.00
2028	,000	.00
2029	,000	.00
2030	,000	.00
2031	,000	.00
2032	,000	.00
2033	,000	.00
2034	,000	.00
2035	,000	.00
2036	,000	.00
2037	,000	.00
2038	,000	.00
2039	,000	.00
2040	,000	.00
2041	,000	.00

Due (June 1)	Principal Amount	Interest Rate
2042	,000	.00
2043	,000	.00]

It is hereby found and declared that the [above] schedule of principal payment installments of the Municipal Revenue Obligation is conducive to prudent municipal utility management. [**discuss appropriate parameters**]

Section 5. Interest; Payment Provisions.

The Municipal Revenue Obligation shall bear interest from the date of its issuance or from the most recent interest payment date to which interest has been paid or duly provided for, in amounts equal to, and payable on the same days as, the interest payable from time to time on the Bonds. Principal of, and interest on, the Municipal Revenue Obligation shall be paid by wire or other electronic transfer or by check of the Municipality to the person or entity in whose name the Municipal Revenue Obligation is registered at the close of business on the 15th day of the calendar month immediately preceding the interest payment date.

To facilitate the prompt payment of the Bonds, the Municipality covenants to transfer, to the Trustee as the assignee of the Authority, its payments of the principal of, and interest on, the Municipal Revenue Obligation and its payments of rent under the Lease five business days prior to the date such payments are due.

Section 6. Execution; Authentication.

The Municipal Revenue Obligation shall be executed on behalf of the Municipality with the facsimile or manual signature of the Mayor, and with the facsimile or manual signature of the Clerk and sealed with the corporate seal of the Municipality or a printed facsimile thereof. In case any officer whose signature shall appear on the Municipal Revenue Obligation shall cease to be such officer before the delivery of the Municipal Revenue Obligation, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

The Municipal Revenue Obligation shall have thereon a certificate of authentication substantially in the form set forth in Exhibit A hereto, duly executed by the Registrar as authenticating agent of the Municipality and showing the date of authentication. The Municipal Revenue Obligation shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Registrar by manual signature, and such certificate of authentication upon the Municipal Revenue Obligation shall be conclusive evidence that the Municipal Revenue Obligation have been authenticated and delivered under this Resolution. The certificate of authentication on the Municipal Revenue Obligations shall be deemed to have been executed by the Registrar if signed by an authorized officer of the Registrar.

Section 7. Registration of Municipal Revenue Obligation; Registered Owner.

The Municipality shall cause the Register to be kept at the designated principal office of the Registrar, which is hereby constituted and appointed the registrar of the Municipality with respect to the Municipal Revenue Obligation herein authorized. Upon surrender for transfer of the Municipal Revenue Obligation at the designated office of the Registrar duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Registrar duly executed by, the registered owner or his, her, or its attorney duly authorized in writing, the Municipality shall execute and the Registrar shall authenticate, date, and deliver in the name of the transferee or transferees a new fully registered Municipal Revenue Obligation of the same denomination, for a like principal amount and like installments. The execution by the Municipality of any fully registered Municipal Revenue Obligation shall constitute full and due authorization of such Municipal Revenue Obligation and the Registrar shall thereby be authorized to authenticate, date and deliver such Municipal Revenue Obligation. The Registrar shall not be required to transfer or exchange the Municipal Revenue Obligation during the period of fifteen days immediately preceding any interest payment date on the Municipal Revenue Obligation, nor to transfer or exchange the Municipal Revenue Obligation after notice calling the Municipal Revenue Obligation for redemption has been sent nor during the period of fifteen days immediately preceding sending of a notice of redemption of the Municipal Revenue Obligation under Section 8 of this Resolution.

The person or entity in whose name the Municipal Revenue Obligation shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of, and premium (if any), or interest on the Municipal Revenue Obligation shall be made only to or upon the order of the registered owner thereof or his, her, or its legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Municipal Revenue Obligation to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of the Municipal Revenue Obligation, but the Municipality or the Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of the Municipal Revenue Obligation except in the case of the issuance of a new Municipal Revenue Obligation for the unredeemed portion of such Municipal Revenue Obligation surrendered for redemption.

Section 8. Redemption.

The principal of the Municipal Revenue Obligation may be redeemed, in whole or in part, on any date; *provided,* that the Municipal Revenue Obligation cannot be redeemed without the consent of the Authority except in connection with the redemption of a like principal amount of Bonds. At least forty-five days prior to the redemption date, the Municipality shall notify the Registrar of any such redemption.

Section 9. Redemption Procedure.

Notice of the call for any redemption under Section 8 of this Resolution shall be given by the Registrar on behalf of the Municipality by sending the redemption notice by

first-class mail, not less than 30, and not more than 60, days prior to the date fixed for redemption to the registered owner of the Municipal Revenue Obligation at the address shown on the Register or at such other address as is furnished in writing by such registered owner to the Registrar. Notwithstanding the foregoing, notice of redemption for the Municipal Revenue Obligations shall not be required if redemption is occurring in connection with the redemption of a like principal amount of the Bonds.

All notices of redemption shall state:

(a) the complete name of the Municipality and the Municipal Revenue Obligation issue,

(b) the redemption date and the date of sending of the notice,

(c) the redemption price,

(d) if less than all the principal amount outstanding of the Municipal Revenue Obligation is to be redeemed, complete identification, including interest rate and maturity date (and in the case of partial redemption, the respective principal amounts) of the installments of the Municipal Revenue Obligation to be redeemed,

(e) that on the redemption date the redemption price will become due and payable upon each such installment of the Municipal Revenue Obligation called for redemption, and that interest thereon shall cease to accrue from and after said date, and

(f) the place where the Municipal Revenue Obligation is to be surrendered for payment of the redemption price including a contact person and telephone number, which place of payment shall be the principal office of the Registrar.

Prior to any redemption date, the Municipality shall deposit with the Registrar an amount of money sufficient to pay the redemption price of all installments of the Municipal Revenue Obligation which are to be redeemed on that date.

Notice of redemption having been given as aforesaid, the portion of the Municipal Revenue Obligation so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Municipality shall default in the payment of the redemption price) such portions of the Municipal Revenue Obligation shall cease to bear interest. Upon surrender of the Municipal Revenue Obligation for redemption in accordance with said notice, such portion of the Municipal Revenue Obligation shall be paid by the Registrar at the redemption price; *provided, however,* that if there is only one registered owner of the Municipal Revenue Obligations on a redemption date, the Municipal Revenue Obligation need not be surrendered to receive payment. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of the Municipal Revenue Obligation, there shall be prepared for the registered owner a new Municipal Revenue Obligation of the same installments in the amount of the unpaid principal. If the Municipal Revenue Obligation has been redeemed and is held by the Registrar, it shall be cancelled and destroyed by the Registrar and shall not be reissued.

Section 10. Special Redemption Fund; Pledge of Revenues.

The Municipality hereby affirms and continues the "Special Redemption Fund" created in connection with the issuance of the 2013 Municipal Revenue Obligation as a separate special fund in the treasury of the Municipality to provide for the collection of the Revenues to pay the Municipal Revenue Obligation and any Additional Municipal Revenue Obligations. The Municipal Revenue Obligation, together with interest thereon, shall be payable only out of the Special Redemption Fund, and shall be a valid claim of the owners thereof only against the Special Redemption Fund and from the Revenues pledged to such fund; and sufficient Revenues are hereby pledged to the Special Redemption Fund and shall be used for no purpose other than to pay the principal of and interest on the Municipal Revenue Obligation and any Additional Municipal Revenue Obligations issued by the Municipality in connection with the issuance of Additional Bonds payable on a parity basis with the Bonds, as the same falls due.

Section 11. Form of Municipal Revenue Obligation.

The Municipal Revenue Obligation, the certificate of authentication to be endorsed thereon, and the form of assignment are all to be in substantially the forms attached hereto as Exhibit A with necessary and appropriate variations, omissions, and insertions as permitted or required by this Resolution.

Section 12. Covenants Regarding Revenues.

The Municipality hereby covenants and agrees with every owner (from time to time) of the Municipal Revenue Obligation that it will use good-faith efforts to obtain Revenues sufficient to pay the principal of and interest on the Municipal Revenue Obligation.

Section 13. Lien.

The Municipal Revenue Obligation shall be secured by a pledge of the Special Redemption Fund and the Revenues.

Section 14. Discharge and Satisfaction of Municipal Revenue Obligation.

The Municipality may fully discharge and satisfy covenants, liens, and pledges entered into, created, or imposed pursuant to this Resolution with respect to the Municipal Revenue Obligation in any one or more of the following ways:

(a) By paying the Municipal Revenue Obligation when the same shall become due and payable or upon prior redemption in the manner herein provided;

(b) By depositing with a corporate trustee selected by the Municipality, in trust for such purpose, at or before the date of maturity or redemption, money in the amount necessary to pay or redeem such Municipal Revenue Obligation, and to pay interest thereon to maturity or the date of redemption; or

(c) By depositing with a corporate trustee selected by the Municipality, in trust for such purpose, at or before the date of maturity or redemption, moneys or direct obligations of, or obligations the principal and interest on which are fully guaranteed by,

the United States of America, in such amount as, together with the income or increment to accrue thereon without consideration of any reinvestment thereof, will be fully sufficient to pay or redeem (when redeemable) and discharge the indebtedness of the Municipal Revenue Obligation at or before its maturity date; *provided,* that if the Municipal Revenue Obligation is to be redeemed prior to its maturity, notice of such redemption shall have been duly given or satisfactory arrangements shall have been made for the giving thereof.

Upon such payment or deposit of money in the amount and manner provided by this section, all liability of the Municipality with respect to the Municipal Revenue Obligation shall cease, determine, and be completely discharged, and the owners thereof shall be entitled only to payment out of the money so deposited.

Section 15. <u>Amendment of Resolution</u>.

This Resolution may be amended from time to time if such amendment shall have been consented to by the owner of the Municipal Revenue Obligation, but this Resolution may not be so amended in such manner as to make any change in the maturity or interest rate of the Municipal Revenue Obligation, or modify the terms of payment of principal of or interest on the Municipal Revenue Obligation or impose any conditions with respect to such payment.

Any consent given by the owner of the Municipal Revenue Obligation pursuant to the provisions of this section shall be irrevocable for a period of six months from the date of the instrument evidencing such consent and shall be conclusive and binding upon any future owner of the same Municipal Revenue Obligation during such period. The consent may be revoked at any time after six months from the date of such instrument by the owner or by a successor in title by filing notice of such revocation with the Clerk.

The fact and date of the execution of any instrument under the provisions of this section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

The ownership of the Municipal Revenue Obligation by any person executing such instrument and the date of his or her owning the same may be proved by an affidavit by such person or by a certificate executed by an officer of a bank or trust company showing that on the date therein mentioned such person had on deposit with such bank or trust company the Municipal Revenue Obligation.

Section 16. <u>Parity Obligations; No Priority Obligations</u>.

The Municipality may issue Additional Municipal Revenue Obligations payable from the Special Redemption Fund and having a lien on the Revenues on a parity basis with the Municipal Revenue Obligation on the terms and subject to the conditions set forth in the Cooperation Agreement. The Municipality will issue no bonds or obligations of any kind or nature payable from or enjoying a lien on the Special Redemption Fund or the Revenues having a priority over the Municipal Revenue Obligation.

Section 17. Sale of Municipal Revenue Obligation.

The sale of the Municipal Revenue Obligation to the Authority, at a price equal to the principal amount thereof, plus accrued interest thereon, if any, is hereby confirmed. The Municipal Revenue Obligation shall be delivered to the Authority by the Treasurer of the Municipality as soon as it can be prepared and authenticated, upon payment of the purchase price in immediately available funds.

Section 18. Exchange for 2013 Municipal Revenue Obligation.

The Municipal Revenue Obligation shall be issued to the Authority on the date of issuance of the Bonds in exchange for the surrender of the 2013 Municipal Revenue Obligation.

Section 19. Approval of Bonds; Execution of Official Statement and Bond Purchase Agreement.

The terms of the Bonds and the issuance and sale thereof pursuant to the Bond Purchase Agreement are hereby approved so long as the Bond Purchase Agreement is not inconsistent with this Resolution or the proposal previously submitted to the Municipality by the Underwriter. The portions of the Official Statement relating to the Municipality (particularly the information under the headings "THE CITY" and "ABSENCE OF MATERIAL LITIGATION" and in APPENDICES A and B) are hereby approved. The Mayor and the Clerk are hereby authorized and directed to execute and deliver the Official Statement and the Bond Purchase Agreement. [Execution of the Bond Purchase Agreement shall constitute conclusive evidence of the approval by the Municipality of the terms of the Municipal Revenue Obligation.]

Section 20. Resolution Shall be a Contract.

The provisions of this Resolution shall constitute a contract between the Municipality and the owner of the Municipal Revenue Obligation, and after the issuance of the Municipal Revenue Obligation, except as provided in Section 15 hereof, no change or alteration of any kind in the provisions of this Resolution may be made until the Municipal Revenue Obligation shall have been paid in full as to both principal and interest.

Section 21. Continuing Disclosure Agreement.

The Municipality hereby authorizes and directs the appropriate officers of the Municipality to execute the Continuing Disclosure Agreement in connection with the issuance of the Bonds and the Municipal Revenue Obligation. The Municipality hereby covenants and agrees to comply with and carry out all of the provisions of the Continuing Disclosure Agreement.

Section 22. Notice of Sale.

Notice of the sale of the Municipal Revenue Obligation, in the form attached hereto as Exhibit B, shall be published promptly after the execution of the Bond Purchase Agreement in the Municipality's official newspaper. The Clerk shall obtain proof, in affidavit form, of such publication and compare the Notice as printed with Exhibit B to confirm that no mistake has been made in publication.

Section 23. General Authorizations; Conveyance Documents; Existing KI Convention Center; Bond Insurance.

The Mayor and the Clerk and the appropriate deputies and officials of the Municipality in accordance with their assigned responsibilities are hereby each authorized to execute, deliver, publish, file, and record such other documents, instruments, conveyances (including deeds, leases, and easements), notices, and records, including any documents or instruments relating to the conveyance, sale, transfer, release, or amendment of any portion of the Municipal Development Property, the Leasehold Property, or any document or instrument relating thereto, or to the acquisition or conveyance of any other real or personal property or interest therein in respect of the existing KI Convention Center or the expansion thereof, in connection with the issuance of the Municipal Revenue Obligation, or in the future, and to take such other actions as shall be necessary or desirable to accomplish the purposes of this Resolution and to comply with and perform the obligations of the Municipality under the Municipal Revenue Obligation, the Cooperation Agreement, and the Lease.

Further, the Mayor and the Clerk and the appropriate deputies and officials of the Municipality in accordance with their assigned responsibilities are hereby each authorized to execute, deliver, publish, file, and record such other documents, instruments, conveyances, notices, and records, including any amendment of or supplement to any lease or other document or instrument relating to the lease revenue bonds issued in respect of the existing KI Convention Center, as may be necessary or desirable to integrate, or to confirm, correct, or adjust any property, right, title in, or interest in respect of, the existing KI Convention Center and the expansion thereof, and any document, instrument, financial information, or amendments to existing agreements as the municipal officers signing them may determine to be reasonable and appropriate to facilitate the Authority obtaining municipal bond insurance for the Bonds.

The execution, delivery, publication, filing, and recordation of all such documents, instruments, conveyances, notices, and records, heretofore made, are hereby ratified and affirmed in all respects.

In the event that said officers shall be unable by reason of death, disability, absence, or vacancy of office to perform in timely fashion any of the duties specified herein (such as the execution of the Municipal Revenue Obligation), such duties shall be performed by the officer or official succeeding to such duties in accordance with law and the rules of the Municipality.

Section 24. Severability of Invalid Provisions.

If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining sections, paragraphs, and provisions of this Resolution.

Section 25. <u>Effective Date; Conformity</u>.

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

Adopted: October 19, 2021

Approved: October __, 2021

_____
Mayor

_____
Clerk

EXHIBIT A

FORM OF MUNICIPAL REVENUE OBLIGATION

REGISTERED No. R-1	United States of America State of Wisconsin City of Green Bay	$[27,915,000]

MUNICIPAL REVENUE OBLIGATION, SERIES 2021
(KI CONVENTION CENTER EXPANSION PROJECT)

Interest Rate	Maturity Date	Original Issue Date
See Text	June 1, 20__	November __, 2021

REGISTERED OWNER: REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, WISCONSIN

PRINCIPAL AMOUNT: [TWENTY-SEVEN MILLION NINE HUNDRED FIFTEEN THOUSAND DOLLARS]

THE CITY OF GREEN BAY, WISCONSIN (the "**Municipality**"), for value received, hereby acknowledges itself to owe and promises to pay to the Registered Owner hereinabove identified, or registered assigns as hereinafter provided, on the Maturity Date, solely from the revenues hereinafter specified, the Principal Amount and from the same source, to pay interest on each June 1 and December 1, beginning on June 1, 2022; *provided, however,* that the Principal Amount of this Municipal Revenue Obligation shall be retired in advance of the Maturity Date in the amounts and on the dates specified below:

Due (June 1)	Principal Amount	Interest Rate
2022	$,000	.00%
2023	,000	.00
2024	,000	.00
2025	,000	.00
2026	,000	.00
2027	,000	.00
2028	,000	.00
2029	,000	.00
2030	,000	.00
2031	,000	.00
2032	,000	.00
2033	,000	.00

Due (June 1)	Principal Amount	Interest Rate
2034	,000	.00
2035	,000	.00
2036	,000	.00
2037	,000	.00
2038	,000	.00
2039	,000	.00
2040	,000	.00
2041	000	.00
2042	,000	.00
2043	,000	.00

This Municipal Revenue Obligation shall bear interest in amounts equal to, and payable on the same dates as, the interest payable from time to time on the Taxable Lease Revenue Refunding Bonds, Series 2021 (KI Convention Center Expansion Project) (the "**Bonds**") issued by the Redevelopment Authority of the City of Green Bay, Wisconsin, in like original principal amount and on the same date as this Revenue Obligation.

Payment of each installment of principal and interest shall be made to the Registered Owner hereof who shall appear on the registration books of the Municipality maintained by the Treasurer of the Municipality, who serves as registrar and paying agent (the "**Registrar**"), at the close of business on the 15th day of the calendar month immediately preceding the interest payment date, and shall be paid by wire transfer or other electronic transfer or by check of the Registrar sent to such registered owner at the owner's address as it appears on such registration books or at such other address as may be furnished in writing by such registered owner to the Registrar.

This Municipal Revenue Obligation has been issued to provide for the financing of an expansion to the KI Convention Center, a redevelopment project utility owned and operated by the Municipality pursuant to Article XI, Section 3 of the Wisconsin Constitution and Section 66.0621 of the Wisconsin Statutes and acts supplementary thereto, and is payable only from the income and revenues herein described, which income and revenues have been set aside as a special fund for that purpose and identified as the "**Special Redemption Fund**." This Municipal Revenue Obligation is issued pursuant to a resolution adopted on October 19, 2021 by the Common Council of the Municipality (the "**2021 Resolution**"), and does not constitute an indebtedness of the Municipality within the meaning of any constitutional or statutory limitation or provision. Reference is hereby made to the 2021 Resolution for a more complete statement of the revenues from which and conditions under which this Municipal Revenue Obligation is payable, a statement of the conditions on which additional obligations may hereafter be issued on a parity with this Municipal Revenue Obligation, and the general covenants and provisions pursuant to which this Municipal Revenue Obligation has been issued.

The principal of this Municipal Revenue Obligation may be redeemed, in whole or in part, on any date; *provided,* that no such redemption shall be made without the Authority's consent except in connection with the redemption of a like principal amount of the Bonds.

Except as otherwise provided in the 2021 Resolution, notice of any intended redemption shall be sent by first-class mail, not less than 30, nor more than 60, days prior to the date fixed for redemption to the Registered Owner of this Municipal Revenue Obligation at the address shown on the registration books of the Municipality maintained by the Registrar or at such other address as is furnished in writing by such registered owner to the Registrar. When so called for redemption, this Municipal Revenue Obligation, or the portion hereof being so called for redemption, will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

This Municipal Revenue Obligation is transferable by the Registered Owner hereof in person or by the Registered Owner's attorney duly authorized in writing at the designated office of the Registrar in Green Bay, Wisconsin, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing resolution, and upon surrender and cancellation of this Municipal Revenue Obligation. Upon such transfer a new Municipal Revenue Obligation of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

This Municipal Revenue Obligation is issuable in fully registered form only in the denomination of the entire outstanding principal amount of the Bonds.

The Municipality and the Registrar may deem and treat the Registered Owner as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof, and premium, if any, and interest due hereon and for all other purposes and neither the Municipality nor the Registrar shall be affected by any notice to the contrary.

It is hereby certified, recited, and declared that all acts, conditions, and procedures required to be done, exist, happen, and be performed precedent to and in the issuance of this Municipal Revenue Obligation have been done, do exist, have happened, and have been performed in due time, form and manner as required by the constitution and statutes of the State of Wisconsin.

This Municipal Revenue Obligation shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF the City of Green Bay, Wisconsin, by its Common Council, has caused this Municipal Revenue Obligation to be executed with the duly authorized facsimile signature of its Mayor and with the duly authorized facsimile signature of its Clerk and its official seal or a facsimile thereof to be impressed or reproduced hereon, as of November __, 2021.

CITY OF GREEN BAY, WISCONSIN

By_____
Mayor

[SEAL]

By_____
Clerk

CERTIFICATE OF AUTHENTICATION

Date of Authentication: November ____, 2021

This Municipal Revenue Obligation is described in the within-mentioned 2021 Resolution and is the Municipal Revenue Obligation, Series 2021 (KI Convention Center Expansion Project), of the City of Green Bay, Wisconsin.

_____

Treasurer, as Registrar

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned Redevelopment Authority of the City of Green Bay, Wisconsin, hereby assigns, without recourse, all its right, title, and interest in and to the above $[27,915,000] City of Green Bay, Wisconsin Municipal Revenue Obligation, Series 2021 (KI Convention Center Expansion Project), to Associated Trust Company, National Association, and to its successor or successors, as trustee, under that certain Indenture of Trust, dated as of December 1, 2013, as amended and supplemented by a First Supplemental Indenture of Trust, dated as of November 1, 2021, by and between the undersigned and said Trustee, securing the $[27,915,000] Redevelopment Authority of the City of Green Bay, Wisconsin Taxable Lease Revenue Refunding Bonds, Series 2021 (KI Convention Center Expansion Project), and any additional bonds issued under said Indenture.

Dated as of November ____, 2021.

REDEVELOPMENT AUTHORITY OF THE
CITY OF GREEN BAY, WISCONSIN

By _____
Its Chairperson

EXHIBIT B

NOTICE TO THE ELECTORS OF THE CITY OF GREEN BAY, WISCONSIN RELATING TO SALE OF MUNICIPAL REVENUE OBLIGATION

On October 19, 2021, a resolution was offered, read, approved, and adopted whereby the City of Green Bay, Wisconsin entered into a contract to sell a municipal revenue obligation in the principal amount of [up to] $[27,915,000], under Section 66.0621 of the Wisconsin Statutes, as amended, in exchange for an existing municipal revenue obligation. It is anticipated that the closing for the municipal revenue obligation will be held on or about November __, 2021. A copy of all proceedings had to date with respect to the authorization and sale of said revenue obligation and entering into the lease financing is on file and may be examined in the office of the City Clerk, 100 North Jefferson Street, Green Bay, Wisconsin 54301.

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

Publication Date: October ____, 2021

/s/ Celestine Jeffreys
City Clerk

CERTIFICATIONS BY CLERK

I, Celestine Jeffreys, hereby certify that I am the duly qualified and acting Clerk of the City of Green Bay, Wisconsin (the "**Municipality**"), and as such I have in my possession, or have access to, the complete corporate records of said Municipality and of its Common Council (the "**Governing Body**") and that attached hereto is a true, correct, and complete copy of the resolution (the "**Resolution**") entitled:

Resolution Providing for the Sale and Issuance of [up to]
$[27,915,000] Municipal Revenue Obligation, Series 2021,
(KI Convention Center Expansion Project),
the Payment thereof,
and Other Related Details and Covenants

I do hereby further certify as follows:

1. **Meeting Date**. On October 19, 2021, a meeting of the Governing Body was held commencing at _____ p.m.

2. **Posting**. On October __, 2021 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality's offices in Green Bay, Wisconsin a notice setting forth the time, date, location, and subject matter (including specific reference to the Resolution) of said meeting.

3. **Notification of Media**. On October __, 2021 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice.

4. **Open Meeting Law Compliance**. Said meeting was a regular meeting of the Governing Body which was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.

5. **Members Present**. Said meeting was duly called to order by the Mayor (the "**Presiding Officer**"), who chaired the meeting. Upon roll call, I noted and recorded that there were ___ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.

6. **Consideration of and Roll Call Vote on Resolution**. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved, and seconded, and after due

consideration, upon roll call, ___ of the Governing Body members voted Aye, __ voted Nay, and __Abstained.

7. **Adoption of Resolution**. The Resolution was supported by the affirmative vote of a majority of a quorum of Governing Body members in attendance. The Presiding Officer then declared that the Resolution was adopted, and I so recorded it.

8. **Approval of Presiding Officer**. The Resolution was approved by the Presiding Officer on October ___, 2021, and I have so recorded. Such approval is evidenced by the signature of the Presiding Officer on the copy of said Resolution attached hereto.

9. **Publication of Exhibit B to Resolution**. I have caused Exhibit B to the Resolution to be published in the newspaper specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality hereto as of October ____, 2021.

[SEAL]

_____
Clerk

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

MEETING DATE	PREPARED BY
October 19, 2021	

AGENDA ITEM # R.2

Resolution opposing construction on Enbridge Energy's lines 3 and 5 tar sands oil pipeline.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. DRAFT Resolution Opposing Lines 3 and 5 (Enbridge)
2. 2021-09-09 Dist 7 to P and P

RESOLUTION OPPOSING CONSTRUCTION ON ENBRIDGE ENERGY'S LINES 3 AND 5 TAR SANDS OIL PIPELINE

October 19, 2021

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS the Great Lakes comprise the largest freshwater system in the world, containing over twenty percent (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 ten percent (10%) of the Earth's fresh water; 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 the Kakagon and Bad River Sloughs on the shore of Lake Superior in the Bad River Reservation, which constitute the only remaining coastal wild rice wetland of its size on the Great Lakes, were designated Wetlands of International Importance by Ramsar in 2012; 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 have been codified by more than a dozen treaties with the US Government during the 1800s, 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 and portions of Line 5 by Enbridge Energy, a Canadian multinational corporation; and

WHEREAS Line 3 is an expanded, rerouted, tar sands pipeline passing through northern Minnesota, where it passes under more than 200 bodies of water and has 22 river crossings, including the Mississippi River; and

WHEREAS Line 5 is a 65-year-old, corroding crude oil pipeline well beyond its life expectancy that passes through northern Wisconsin and Michigan's Upper Peninsula and crosses under the Straits of Mackinac; and

WHEREAS the proposed reroute of Line 5 in Wisconsin, which should have been commissioned over a decade ago, passes under dozens of wetlands and crosses White River, Brunsweiler 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 Grand Rapids, Minnesota when 1.7 million gallons of oil spilled from Line 3 and flowed into the Prairie River; in 1999 when 222,600 gallons of oil and natural gas from Line 5 spilled in Crystal Falls, Michigan, located within the Menominee River Watershed, which feeds the Menominee River and flows into Green Bay of Lake Michigan; and in 2010 in Marshall, Michigan when 1.15 million gallons of tar sands oil spilled and saturated around forty (40) miles of the Kalamazoo River; and

WHEREAS, from 2002 to 2018, Enbridge and its joint ventures and subsidiaries reported 307 hazardous liquids incidents to federal regulators—an average of one incident every 20 days—which released a total of 2.8 million gallons of hazardous liquids; and

WHEREAS the construction of 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 seventeen (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 the portion of Line 5 running through their Reservation, two years after the expiration of easements previously granted to Enbridge; and

WHEREAS three (3) times during the permitting process, most recently in August 2020, the Minnesota Department of Commerce concluded that the Line 3 expansion is not in Minnesota's interest, citing environmental risks and other factors, 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 eleven 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 U.S. 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 and environmental sustainability, and recognized the Nation's leadership in environmental sustainability and combating climate change, while also recognizing that "adequate response to the threat of climate change requires action by all governments, including Tribal, national, state, and local governments"; 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 Climate Accord, a legally binding international treaty on climate change; and

WHEREAS, Green Bay being a community defined largely by the waters of Lake Michigan, the Common Council of the City of Green Bay understands the vital importance of protecting our natural resources, particularly the water around us;

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Green Bay supports the rights of the Anishinaabe to hunt, fish, and gather, as established by treaties 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 Common Council of the City of Green Bay hereby calls 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 to support water protection efforts in any way they can.

BE IT FURTHER RESOLVED that the Common Council of the City of Green Bay also calls upon the Wisconsin Department of Natural Resources to reject Enbridge's permit application for the

construction of Line 5 across so many sensitive environmental and cultural areas in Northern Wisconsin.

Adopted _____

Approved _____

_____
Mayor

_____
Clerk

Alders' Petitions and Communications

Name: Randy Scannell

Committee Name: Protection and Policy Committee

Today's Date: 09/09/2021

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.

RESOLUTION DIVIDING THE
CITY OF GREEN BAY INTO WARDS

October 19, 2021

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS Wis. Stats. § 5.15 requires the division of municipalities into wards; and

WHEREAS the Brown County Board of Supervisors adopted a tentative plan on September 22, 2021, establishing 11 supervisory districts in the City of Green Bay, which has been considered when adopting the following ward plan;

NOW, THEREFORE, BE IT RESOLVED that the City of Green Bay be divided into 47 wards, the boundaries of which are portrayed on a map attached hereto as Exhibit A and made a part hereof as though fully incorporated herein.

BE IT FURTHER RESOLVED that the wards, as depicted on Exhibit A, shall be numbered 1 through 47 consecutive and a shall have designated thereon a polling place for each ward. A list of said polling places is attached hereto as Exhibit B and made part hereof as though fully incorporated herein.

BE IT FURTHER RESOLVED that this resolution shall be accompanied by a list of the block numbers used by the United States Bureau of the Census that are wholly contained within each ward, a copy of which is attached hereto as Exhibit C and made a part hereof as though fully incorporated herein.

BE IT FURTHER RESOLVED that each boundary shall be established consistent with the conventions set forth in Wis. Stats. § 4.003 as described in the attached Exhibit D, which is made a part hereof as though fully incorporated herein.

BE IT FINALLY RESOLVED that the City Clerk be directed to transmit copies of this resolution, including the attachments, to the Brown County Clerk and the Legislative Reference Bureau within five days after the adoption of this resolution and to comply with all other requirements set forth in Wis. Stats. § 5.15.

Adopted October ____, 2021

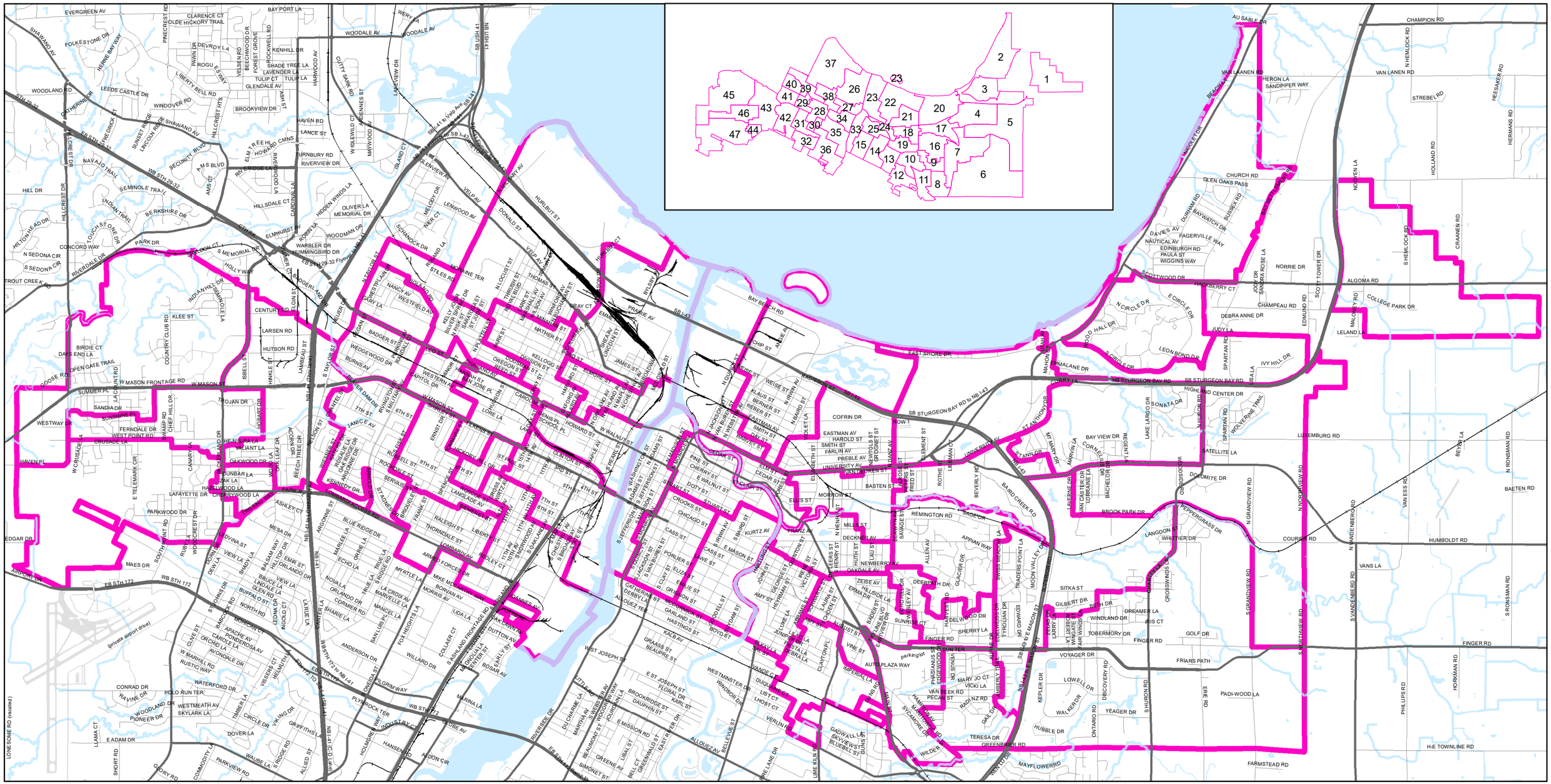
Approved October ___, 2021

_____
Mayor

_____
Clerk

Exhibit A

Map of the Wards
of the City of Green Bay



0 0.5 1 2 3 4 Miles

N

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 IT Department. M.H.
Date Printed: 15 Oct 2021
X:\IT\Projects\Y2021\Redistrict\Maps\RedistrictMapsOrdinance.mxd

City of Green Bay 2021 Redistricting Ward Plan

Exhibit B

Designated Polling Place for Each Ward

Ward	Polling Place	Address
1	University of Wisconsin – Green Bay	2420 Nicolet Dr., Green Bay, WI 54311
2	University of Wisconsin – Green Bay	2420 Nicolet Dr., Green Bay, WI 54311
3	University of Wisconsin – Green Bay	2420 Nicolet Dr., Green Bay, WI 54311
4	Christ of the Bay	450 Laverne Dr., Green Bay, WI 54311
5	Atonement Lutheran	2132 Deckner Ave., Green Bay, WI 54302
6	Frederick Froebel Garden of Early Learning	3542 Finger Road, Green Bay, WI 54311
7	Frederick Froebel Garden of Early Learning	3542 Finger Road, Green Bay, WI 54311
8	Atonement Lutheran	2132 Deckner Ave., Green Bay, WI 54302
9	Wilder Park Shelter	1217 Edgewood Dr., Green Bay, WI 54311
10	St. Bernard Parish	2040 Hillside Lane, Green Bay, WI 54302
11	Central Assembly of God	831 Shoen Street, Green Bay, WI 54302
12	Central Assembly of God	831 Shoen Street, Green Bay, WI 54302
13	Wildlife Sanctuary	1660 E. Shore Dr., Green Bay, WI 54302
14	Wilder Park Shelter	1217 Edgewood Dr., Green Bay, WI 54302
15	First United Church of Christ	509 S. Webster Ave., Green Bay, WI 54301
16	Union Congregational Church	716 S. Madison St., Green Bay, WI 54301
17	Wildlife Sanctuary	1660 E. Shore Dr., Green Bay, WI 54302
18	St. Bernard Parish	2040 Hillside Lane, Green Bay, WI 54302
19	Christ of the Bay	450 Laverne Dr., Green Bay, WI 54311
20	Wildlife Sanctuary	1660 E. Shore Dr., Green Bay, WI 54302
21	Green Bay Metro	901 University Ave., Green Bay, WI 54302
22	Wildlife Sanctuary	1660 E. Shore Dr., Green Bay, WI 54302
23	Wildlife Sanctuary	1660 E. Shore Dr., Green Bay, WI 54302
24	Green Bay Labor Temple	1570 Elizabeth St., Green Bay, WI 54302
25	Redeemer Lutheran Church	210 S. Oneida St., Green Bay, WI 54303
26	Neighborworks	437 S. Jackson St., Green Bay, WI 54301
27	Green Bay Metro	901 University Ave., Green Bay, WI 54302
28	First Presbyterian Church	200 S. Ashland Ave., Green Bay, WI 54303

29	Trinity Lutheran Church	330 S. Broadway, Green Bay, WI 54303
30	First Presbyterian Church	200 S. Ashland Ave., Green Bay, WI 54303
31	St. Joseph Church	936 Ninth Street, Green Bay, WI 54304
32	Redeemer Lutheran Church	210 S. Oneida St., Green Bay, WI 54303
33	Calvary Lutheran Church	1301 S. Ridge Rd., Green Bay, WI 54304
34	St. Joseph Church	936 Ninth Street, Green Bay, WI 54304
35	Calvary Lutheran Church	1301 S. Ridge Rd., Green Bay, WI 54304
36	Seventh-Day Adventist Church	1414 Shawano Ave., Green Bay, WI 54303
37	Seventh-Day Adventist Church	1414 Shawano Ave., Green Bay, WI 54303
38	St. Paul's United Methodist Church	341 Wilson Ave., Green Bay, WI 54304
39	St. Jude Church	1420 Division St., Green Bay, WI 54303
40	St. Jude Church	1420 Division St., Green Bay, WI 54303
41	Green Bay Botanical Garden	2600 Larsen Rd., Green Bay, WI 54303
42	Living Hope Church	1840 W. Mason St., Green Bay, WI 54303
43	Living Hope Church	1840 W. Mason St., Green Bay, WI 54303
44	Bridge Point Church	2421 W. Point Rd., Green Bay, WI 54304
45	Green Bay Botanical Garden	2600 Larsen Rd., Green Bay, WI 54303
46	Church of Christ	2683 W. Point Rd., Green Bay, WI 54304
47	Green Bay Botanical Garden	2600 Larsen Rd., Green Bay, WI 54303

Exhibit C

Block numbers used by the U.S. Bureau of the Census contained within each Ward

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

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Ward 24

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Ward 25

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Ward 31
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Ward 46

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Exhibit D

Ward Boundary Descriptions

Ward 1 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of Church Road and State Highway 57; thence south on State Highway 57 to Champeau Road; thence east on Champeau Road; thence south following the boundary with the Town of Scott to the boundary with the Town of Humboldt; thence east following the boundary with the Town of Humboldt, to the boundary with the Town of Scott; thence north and west following the boundary with the Town of Scott; thence west on Church Road to the point of beginning.

Ward 2 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of the shore of Green Bay with Au Sable Drive; thence southwest along the shore of Green Bay to the intersection with the extension of Circle Shore Drive; thence east on Circle Shore Drive; thence south on Utah Avenue; thence west and south on East Shore Drive to Nicolet Drive; thence northeast on Nicolet Drive; thence south on Mahon Court; thence east on Emmalane Drive; thence south on Enderby Lane; thence east on State Highway 57; thence north following the boundary with the town of Humboldt; thence west following the boundary with the Town of Scott; thence south on Bay Settlement Road; thence west on Leon Bond Drive; thence continuing west on S. Circle Drive; thence northeast on Nicolet Drive; thence east on Highwood Lane and the extension thereof; thence north on Crossway Road; thence east on Scottwood Drive; thence north following the boundary with the Town of Scott to Au Sable Drive; thence west on Au Sable Drive to the point of beginning.

Ward 3 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of Scottwood Drive and Sussex Road; thence south on Sussex Road (also being the boundary with the Town of Scott), to the extension of Judy Lane (also being the boundary with the Town of Scott); thence east following the boundary with the Town of Scott; thence south on Bay Settlement Road; thence west on Leon Bond Drive; thence continuing west on S. Circle Drive; thence northeast on Nicolet Drive; thence east on Highwood Lane and the extension thereof; thence north on Crossway Road; thence east on Scottwood Drive to the point of beginning;

Ward 4 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of State Highway 54-57 and N. Huron Road; thence south on N. Huron Road; thence west on Humboldt Road; thence north on Mt. Mary Drive; thence northwest on St. Ann Drive; thence northwest along the extension of Mt. Blanc Court to St. Anthony Drive; thence northeast on St. Anthony Drive to State Highway 54-57; thence east on State Highway 54- 57, to the point of beginning.

Ward 5 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of State Highway 54-57 and N. Huron Road; thence south on N. Huron Road; thence west on Humboldt Road; thence south on Laverne Drive; thence east on Brook Park Drive to the railroad tracks; thence northeast along railroad tracks to S. Grandview Road; thence south on S. Grandview Road; thence east on Finger Road; thence north on Northview Road (also being the boundary line with the Town of Humboldt); thence continuing north along the boundary line with the Town of Humboldt; thence west along the centerline of State Highway 54- 57, to the point of beginning.

Ward 6 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of Finger Road and Northview Road (also being the boundary line with the Town of Humboldt); thence south on Northview Road and the extension thereof; thence west following the boundary line with the Village of Bellevue; thence north on Interstate Highway 43; thence east on E. Mason Street; thence north on Superior Road; thence east on Gilbert Drive; thence south on Zelas Drive; thence east on Beth Drive; thence north on Ontario Road; thence east on Sitka Street; thence north on Huron Road; thence east along the railroad tracks; thence south on Grandview Road; thence east on Finger Road, to the point of beginning.

Ward 7 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of Interstate Highway 43 and Humboldt Road; thence east along Humboldt Road; thence south on Laverne Drive; thence east on Brook Park Drive to the railroad tracks; thence northeast along railroad tracks to Huron Road; thence south on Huron Road; thence west on Sitka Street; thence south on Ontario Road; thence west on Beth Drive; thence north on Zelas Drive; thence west on Gilbert Drive; thence south on Superior Road; thence west on E. Mason Street; thence south on Interstate Highway 43; thence northwest along the north line of the Alpine Pointe Condominium to the southeast extension of Alpine Drive; thence north on Alpine Drive; thence east on Van Beek Road; thence north on Amberly Trail; thence west on Englewood Road; thence north on Alpine Drive; thence east on Deckner Avenue; thence north on Burgundy Court; thence southeast on railroad tracks; thence north on Interstate Highway 43, to the point of beginning.

Ward 8 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of E. Mason Street and Alpine Drive; thence west on E. Mason Street; thence south on Edgewood Drive; thence west on Robinson Avenue; thence southeast on Hampton Avenue; thence southwest on Hemlock Drive; thence southeast on Manitowoc Road; thence east on Green Brier Road also being the boundary with the Village of Bellevue; thence north on Interstate Highway 43; thence northwest along the north line of the Alpine Pointe Condominium to the southeast extension of Alpine Drive; thence north on Alpine Drive; thence east on Van Beek Road; thence north on Amberly Trail; thence west on Englewood Road; thence north on Alpine Drive to the point of beginning.

Ward 9 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of E. Mason Street and Alpine Drive; thence west on E. Mason Street; thence north on Edgewood Drive; thence west on Finger Road; thence north on Pinehurst Avenue; thence west on Sunrise Court; thence north on Wesley Avenue; thence west on Hillside Lane; thence north on Bretcoe Drive; thence west on Maryland Avenue; thence north on Skyline Boulevard; thence east on Newberry Avenue; thence southeast on Morning Star Trail; thence south on Indian Springs Drive; thence west on Deerpath Drive; thence south on Wildwood Drive; thence east on Hillside Lane; thence north on Edgewood Drive; thence east on Edgewood Lane; thence south on Stella Vista Drive; thence northeast on Hillside Lane; thence north on Menlo Park Road; thence east on Newberry Avenue; thence south on Alpine Drive, to the point of beginning.

Ward 10 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of Skyline Boulevard and Oakdale Avenue; thence west on Oakdale Avenue to Main Street; thence south on Schwartz Street; thence west on Crooks Street; thence south on Abrams Street; thence east on Edison Street; thence north on Schoen Street; thence east on August Street; thence south on Lime Kiln Road; thence southeast on Manitowoc Road; thence northwest on Main Street; thence east on E. Mason Street; thence north on East Town Way; thence east on Finger Road; thence north on Pinehurst Avenue; thence west on Sunrise Court; thence north on Wesley Avenue; thence west on Hillside Lane; thence north on Bretcoe Drive; thence west on Maryland Avenue; thence north on Skyline Boulevard, to the point of beginning.

Ward 11 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of E. Mason Street and Main Street; thence southeast on Main Street, to the boundary with the Village of Bellevue; thence south and east following the boundary with the Village of Bellevue; thence northwest on Manitowoc Road; thence northeast on Hemlock Drive; thence northwest on Hampton Avenue; thence east on Robinson Avenue; thence north on Edgewood Drive; thence west on Finger Road; thence south on East Town Way; thence west on E. Mason Street, to the point of beginning.

Ward 12 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of Lime Kiln Road and August Street; thence south on Lime Kiln Road; thence southeast on Manitowoc Road; thence south on Main Street thence west following the boundary with the Village of Bellevue; thence south on Lime Kiln Road; thence west following the boundary with the Village of Bellevue; thence east on Elkay Lane; thence north on Abrams Street; thence east on Lilac Lane; thence north on Schwartz Street; thence west on Loretta Lane; thence north on Abrams Street; thence east on Edison Street; thence north on Schoen Street; thence east on August Street, to the point of beginning.

Ward 13 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of Crooks Street and Abrams Street; thence west on Crooks Street; thence north on Hartung Street; thence west on Deckner Avenue; south along the East River; thence east following the boundary with the Village of Bellevue; thence north on Abrams Street; thence east on Lilac Lane; thence north on Schwartz Street; thence west on Loretta Lane; thence north on Abrams Street, to the point of beginning.

Ward 14 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of Stuart Street and Roosevelt Street; thence south on Roosevelt Street; thence east following the boundary with the Village of Allouez; thence north along the East River; thence west on E. Walnut Street; thence south on Irwin Avenue; thence west on Stuart Street, to the point of beginning.

Ward 15 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of Stuart Street and Roosevelt Street; thence south on Roosevelt Street; thence west following the boundary with the Village of Allouez; thence north on Monroe Avenue; thence west on Porlier Street; thence north on Madison Street; thence east on E. Mason Street; thence north on Monroe Avenue; thence east on Stuart Street to the point of beginning.

Ward 16 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of Newberry Avenue and Danz Avenue; thence east on Newberry Avenue; thence southeast on Morning Star Trail, thence south on Indian Springs Drive; thence west on Deerpath Drive; thence south on Wildwood Drive; thence east on Hillside Lane; thence north on Edgewood Drive; thence east on Edgewood Lane; thence south on Stella Vista Drive; thence east on Hillside Lane; thence north on Menlo Park Road; thence east on Newberry Avenue; thence north on Alpine Drive; thence east on Deckner Avenue;. thence north on Burgundy Court; thence southeast on railroad tracks; thence northwest along Baird Creek; thence south on Danz Avenue, to the point of beginning.

Ward 17 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of University Avenue and Danz Avenue; thence east on University Avenue and the extension thereof; thence northeast on St. Anthony Drive to the extension of Mt. Blanc Court; thence southwest on said extension of Mt. Blanc Court; thence southeast on St. Ann Drive; thence south on Mt. Mary Drive; thence west on Humboldt Road; thence southeast on Interstate 43; thence west on the railroad tracks near Baird Creek; thence northwest along Baird Creek; thence north on Danz Avenue; thence east on Basten Street; thence north on Maccaux Drive; thence west on Maccuax Drive; thence north on Danz Avenue, to the point of beginning.

Ward 18 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of University Avenue and Danz Avenue; thence south on Danz Avenue; thence east on Maccaux Drive; thence south on Maccaux Drive; thence west on Basten Street; thence south on Danz Avenue; thence west on Deckner Avenue; thence north on Village Street; thence west on Mills Street; thence north on Berger Street; thence west on Brook Street; thence north on Henry Street; thence west along Baird Creek; thence west on Main Street; thence north on Elizabeth Street; thence west on Proper Street; thence north on Newhall Street; thence west on Elm Street; thence north on Forest Street; thence east on University Avenue, thence south on Henry Street; thence east on Van Duren Street; thence north on LaPlant Street; thence east on University Avenue, to the point of beginning.

Ward 19 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of Deckner Avenue and Danz Avenue; thence south on Danz Avenue; thence west on Newberry Avenue; thence south on Skyline Boulevard; thence west on Oakdale Avenue; thence south on Schwartz Street; thence west on Crooks Street; thence north on Hartung Street; thence west on Deckner Street; thence north along the East River; thence east along Baird Creek; thence south on Henry Street; thence east on Brook Street; thence south on Berger Street; thence east on Mills Street; thence south on Village Street; thence east on Deckner Avenue, to the point of beginning.

Ward 20 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of University Avenue and Turek Street; thence north on Turek Street and the extension thereof; thence west on Eastman Avenue; thence north on Danz Avenue; thence west on East Shore Drive; thence north on Alabama Avenue; thence east along the shore of Green Bay to the extension of Circle Shore Drive; thence east on Circle Shore Drive; thence south on Utah Avenue; thence west and south on East Shore Drive to Nicolet Drive; thence northeast on Nicolet Drive; thence south on Mahon Court; thence east on Emmalane Drive;

thence south on Enderby Lane; thence west on State Highway 57; thence south on St. Anthony Drive; thence west on University Avenue and the extension thereof, to the point of beginning.

Ward 21 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of University Avenue and Turek Street; thence north on Turek Street and the extension thereof; thence west on Eastman Avenue; thence north on Danz Avenue; thence northwest on Interstate Highway 43; thence south on Elizabeth Street; thence west on Eastman Avenue; thence south on Baird Street; thence east on University Avenue thence south on Henry Street; thence east on Van Deuren Street; thence north on La Plant Street; thence east on University Avenue, to the point of beginning.

Ward 22 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of University Avenue and Baird Street; thence west on University Avenue; thence north on Irwin Avenue; thence west on Day Street; thence north on Clay Street; thence west on Eastman Avenue; thence north on Van Buren Street; thence west on Weise Street; thence north on Quincy Street; thence east along the shore of Green Bay; thence south on Alabama Avenue; thence east on East Shore Drive; thence south on Danz Avenue; thence northwest on Interstate Highway 43; thence south on Elizabeth Street; thence west on Eastman Avenue; thence south on Baird Street, to the point of beginning.

Ward 23 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of University Avenue and Irwin Avenue; thence west on University Avenue; thence northwest along the East River; thence north along the Fox River; thence east along the shore of Green Bay; thence south on Quincy Street and the extension thereof; thence east on Weise Street; thence south on Van Buren Street; thence east on Eastman Avenue; thence south on Clay Street; thence east on Day Street; thence south on Irwin Avenue, to the point of beginning.

Ward 24 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of University Avenue and Forest Street; thence south on Forest Street; thence east on Elm Street; thence south on Newhall Street; thence east on Proper Street; thence south on Elizabeth Street; thence east on Main Street; thence west along Baird Creek; thence northwest along the East River; thence east on University Avenue, to the point of beginning.

Ward 25 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of Elm Street and Madison Street; thence east on Elm Street; thence north on Monroe Avenue, thence southeast along the East River; thence west on E. Walnut Street; thence south on Irwin Avenue; thence west on Stuart Street; thence north on Monroe Avenue; thence west on E. Walnut Street; thence north on Madison Street, to the point of beginning.

Ward 26 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of Bond Street and Broadway; thence west on Bond Street; thence north on Columbia Avenue; thence west on Mather Street; thence north on Roy Avenue; thence west on Holzer Street; thence north on Gray Street; thence east on Velp Avenue; thence north on

Atkinson Drive; thence east on Hurlbut Street; thence north on Bylsby Avenue and the extension thereof; thence east along the shore of Green Bay; thence south along the Fox River; thence west along the railroad tracks; thence south on McDonald Street; thence west on James Street; thence south on Broadway, to the point of beginning.

Ward 27 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of Bond Street and Broadway; thence north on Broadway; thence east on James Street; thence north on McDonald Street; thence east along the railroad tracks; thence south along the Fox River; thence west along Dousman Street; thence south on Oakland Avenue; thence west on Oregon Street; thence south on Norwood Avenue; thence east on Hubbard Street; thence south on Antoinette Street; thence west on Shawano Avenue; thence north on Allard Avenue; thence east on Dousman Street; thence north on Fink Street; thence west on Division Street; thence north on Columbia Street; thence east on Bond Street, to the point of beginning.

Ward 28 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of Reed Street and Gray Street; thence south on Gray Street; thence east on Shawano Avenue; thence south on Cleveland Street; thence east on Caroline Street; thence south on Oak Street and the extension thereof; thence west on W. Mason Street; thence south on Oneida Street; thence west on Hickory Hill Drive; thence north on Ridge Road; thence east on W. Mason Street; thence north on Maryhill Drive; thence west on Western Avenue; thence north on Locust Street; thence east along the railroad tracks; thence north on Platten Street; thence west on Deneys Place; thence north on Locust Street; thence east on Shawano Avenue; thence northwest along the former railroad tracks; thence north on Platten Street; thence east on Reed Street, to the point of beginning.

Ward 29 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of Dousman Street and Fisk Street; thence southeast along the former railroad tracks; thence west on Shawano Avenue; thence south on Locust Street; thence east on Deneys Place; thence south on Platten Street; thence west along the railroad tracks; thence south on Locust Street; thence east on Western Avenue; thence south on Maryhill Drive; thence west on W. Mason Street; thence north on Military Avenue; thence east on Shawano Avenue; thence north on Fisk Street, to the point of beginning.

Ward 30 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of W. Mason Street and Oneida Street; thence east on W. Mason Street; thence south on Gross Avenue; thence west on Sixth Street; thence south on Cleveland Street; thence west on Hickory Hill Drive; thence south on Marquette Avenue; thence west on Ninth Street; thence north on Spence Street; thence east on Hickory Hill Drive; thence north on Oneida Street, to the point of beginning.

Ward 31 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of W. Mason Street and Fisk Street; thence east on W. Mason Street; thence south on Ridge Road; thence east on Hickory Hill Drive; thence south on Spence Street; thence east on Ninth Street; thence south on Fourteenth Street; thence west on Langlade Avenue; thence south on Gross Avenue; thence west on Rockdale Street; thence south on Oneida

Street; thence west on Biemeret Street; thence north on Locust Street; thence west on Rockdale Street; thence north on Fisk Street, to the point of beginning.

Ward 32 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of Langlade Street and Fourteen Street; thence south on Fourteenth Street; thence west on Lombardi Avenue; thence south on Oneida Street; thence west following the boundary with the Village of Ashwaubenon; thence north following the boundary with the Village of Ashwaubenon; thence west on Lombardi Avenue; thence north on Ridge Road; thence northwest on St. Agnes Drive; thence north on Locust Street; thence east on Biemeret Street; thence north on Oneida Street; thence east on Rockdale Street; thence north on Gross Avenue; thence east on Langlade Avenue, to the point of beginning.

Ward 33 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of Monroe Avenue and the boundary with the Village of Allouez; thence west following the boundary with the Village of Allouez; thence north along the Fox River; thence southeast along the East River; thence south on Monroe Avenue; thence west on Elm Street; thence south on Madison Street; thence east on E. Walnut Street; thence south on Monroe Avenue; thence west on E. Mason Street; thence south on Madison Street; thence east on Porlier Street; thence south on Monroe Avenue, to the point of beginning.

Ward 34 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of Shawano Avenue and Oak Street; thence west on Shawano Avenue; thence north on Antoinette Street; thence west on Hubbard Street; thence north on Norwood Avenue; thence east on Oregon Street; thence north on Oakland Avenue; thence east on Dousman Street; thence south along the Fox River; thence west on W. Mason Street; thence north on Broadway; thence northwest along the railroad tracks; thence north on Oak Street, to the point of beginning.

Ward 35 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of Ninth Street and Eleventh Avenue; thence north on Eleventh Street; thence west on Hickory Hill Drive; thence north on Cleveland Street; thence east on Sixth Street; thence north on Gross Avenue; thence east on W. Mason Street, to the extension of Oak Street; thence north on Oak Street and the extension thereof; thence southeast along the railroad tracks; thence south on Broadway; thence east on W. Mason Street; thence south along the Fox River; thence west along the railroad tracks; thence north on State Street; thence west on Ninth Street, to the point of beginning.

Ward 36 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of Ninth Street and State Street; thence south on State Street; thence east along the railroad tracks; thence south along the Fox River; thence west following the boundary with the Village of Ashwaubenon; thence north following the boundary with the Village of Ashwaubenon (also being the west rights-of-way line of Brett Favre Pass and the extension thereof); thence east on Lombardi Avenue; thence north on Fourteenth Avenue; thence west on Ninth Street; thence north on Marquette Avenue; thence east on Hickory Hill Drive; thence south on Eleventh Avenue; thence east on Ninth Street, to the point on beginning.

Ward 37 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of Bond Street and Military Avenue; thence north along Military Avenue and following the boundary with the Village of Howard; thence east along the shore of Green Bay; thence south on the extension of Bylsby Avenue; thence west on Hurlbut Street; thence south on Atkinson Drive; thence west on Velp Avenue; thence south on Gray Street; thence west on Desnoyers Street; thence south on Buchanan Street; thence west on Minahan Street; thence south on Locust Street; thence west on Bond Street, to the point of beginning.

Ward 38 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of Bond Street and Locust Street; thence north on Locust Street; thence east on Minahan Street; thence north on Buchanan Street; thence east on Desnoyers Street; thence east on Holzer Street; thence south on Roy Avenue; thence east on Mather Street; thence south on Columbia Avenue; thence east on Division Street; thence south on Fink Street; thence west on Dousman Street; thence south on Allard Avenue; thence west on Shawano Avenue; thence south on Oak Street; thence west on Caroline Street; thence north on Cleveland Street; thence west on Shawano Avenue; thence north on Gray Street; thence west on Reed Street; thence north on Oneida Street; thence west on Division Street; thence north on Platten Street; thence west on Bond Street, to the point of beginning.

Ward 39 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of Bond Street and Taylor Street; thence north on Taylor Street; thence east following the boundary with the Village of Howard; thence south on Military Avenue; thence east on Bond Street; thence south on Platten Street; thence east on Division Street; thence south on Oneida Street; thence west on Reed Street; thence south on Platten Street; thence northwest along the former railroad tracks; thence south on Fisk Street; thence west on Shawano Avenue; thence north on Military Avenue; thence west on Dousman Street; thence northwest on Boland Road; thence north on Stevens Street; thence west on Bond Street, to the point of beginning.

Ward 40 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of Bond Street and Taylor Street; thence east on Bond Street; thence south on Stevens Street; thence southeast on Boland Road; thence east on Dousman Street; thence south on Military Avenue; thence west on Shawano Avenue; thence north on Taylor Street, to the point of beginning.

Ward 41 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of Shawano Avenue and Taylor Street; thence east on Shawano Avenue; thence south on Military Avenue; thence west on W. Mason Street; thence northwest along Beaver Dam Creek; thence north on Taylor Street, to the point of beginning.

Ward 42 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of W. Mason Street and Beaver Dam Drive; thence east on W. Mason Street; thence south on Fisk Street; thence east on Rockdale Street; thence south on Locust Street; thence southeast on St. Agnes Drive; thence south on Ridge Road; thence west on Lombardi Avenue; thence north on Military Avenue; thence west on Biemeret Street; thence south on Arnold Drive; thence west on Kennedy Drive; thence north on Wiesner Street; thence

west on Ninth Street; thence north on Chantel Street; thence north on Michaline Drive; thence north on Chantel Street; thence northwest on Beaver Dam Drive, to the point of beginning.

Ward 43 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of Oakwood Drive and Packerland Drive; thence north on Packerland Drive; thence east on He-Nis-Ra Lane; thence north on Edgehill Drive; thence east on West Point Road; thence north on Hobart Drive; thence west on W. Mason Street; thence north on Packerland Drive; thence east following the boundary with the Village of Howard; thence south on Taylor Street; thence southeast along Beaver Dam Creek; thence west on W. Mason Street; thence southeast on Beaver Dam Drive; thence south on Chantel Street; thence south on Michaline Drive; thence south on Chantel Street; thence east on Ninth Street; thence south on Wiesner Street; thence east on Kennedy Drive; thence north on Arnold Drive; thence east on Biemeret Street; thence south on Military Avenue; thence west following the boundary with the Village of Ashwaubenon; thence north on Wood Lane; thence west on Oakwood Drive, to the point of beginning.

Ward 44 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of Oakwood Drive and Packerland Drive; thence east on Oakwood Drive; thence south on Wood Lane; thence southwest following the boundary with the Village of Ashwaubenon; thence north on Fawn Lane; thence southwest on Parkwood Lane; thence north on Wintergreen Court and the extension thereof; thence west on Cherrywood Lane; thence north on Packerland Drive; thence west on Hazelwood Lane; thence north on Marybell lane; thence east on Zak Lane; thence north on Everbreeze Road; thence east on Woodridge Lane; thence north on Packerland Drive, to the point of beginning.

Ward 45 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of W. Mason Street and Packerland Drive; thence west on W. Mason Street; thence south on Crestwood Drive; thence west on Tradewinds Trail; thence north on Dancing Dunes Drive; thence west on Sandia Drive; thence south on Hillcrest Drive; thence west on Haven Place; thence north following the boundary with the Village of Hobart; thence east following the boundary with the Village of Howard; thence south on Packerland Drive, to the point of beginning.

Ward 46 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of W. Mason Street and Hobart Drive; thence south on Hobart Drive; thence west on West Point Drive; thence south on Edgehill Drive; thence west on He-Nis-Ra Lane; thence south on Packerland Drive; thence west on Forestville Drive; thence west on He-Nis-Ra Lane; thence north on South Point Road; thence west on West Point Road; thence north on Hillcrest Drive; thence east on Sandia Drive; thence south on Dancing Dunes Drive; thence east on Tradewinds Trail; thence north on Crestwood Drive; thence west on W. Mason Street, to the point of beginning.

Ward 47 shall consist of that portion of the City within the following boundaries:
Beginning at the intersection of West Point Road and Hillcrest Drive; thence east on West Point Road; thence south on South Point Road; thence east on He-Nis-Ra Lane; thence east on Forestville Drive; thence south on Packerland Drive; thence west on Woodridge Lane; thence

south on Everbreeze Road; thence west on Zak Lane; thence south on Marybell Lane; thence east on Hazelwood Lane; thence south on Packerland Drive; thence east on Cherrywood Lane; thence south on Wintergreen Court and the extension thereof; thence east on Parkwood Drive; thence south on Fawn Lane; thence west following the boundary with the Village of Ashwaubenon; thence north following the boundary with the Village of Hobart; thence east on Haven Place; thence north on Hillcrest Drive, to the point of beginning.

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

MEETING DATE	PREPARED BY
October 19, 2021	

AGENDA ITEM # S.1

General Ordinance No. 24-21
Amending Green Bay Municipal Code Section 24-6(14), relating to public nuisances affecting peace and safety.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. DRAFT GO 24-21 - Amend Section 24-6(14) Nuisances

GENERAL ORDINANCE NO. 24-21

AN ORDINANCE AMENDING SECTION 24-6(14),
GREEN BAY MUNICIPAL CODE, RELATING TO
PUBLIC NUISANCES AFFECTING PEACE AND SAFETY

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

SECTION 1. Section 24-6(14), Green Bay Municipal Code, is hereby amended to read:

(14) Any phrase or symbol intentionally marked, drawn**,** or written with paint, ink**,** or another substance on or intentionally etched into the physical property of another which has not been removed in accordance with Section ~~26-47~~ **26-16**.

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

SECTION 3. Effective date. This ordinance shall take effect on and after its passage and publication.

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

APPROVED:

_____
Mayor

ATTEST:

_____
Clerk

dkd

October 19, 2021