



AGENDA OF THE COMMON COUNCIL

TUESDAY, MAY 17, 2022, 6:00 PM

In person at City Hall Room 203--Council Chambers.

Virtual attendance also available via Zoom.

A. Zoom Meeting Information.

- I. This item contains Zoom virtual meeting information and the comment form.

B. Roll Call.

C. Pledge of Allegiance.

D. Invocation.

E. Approval of Minutes.

F. Approval of the Agenda.

G. Report by the Mayor.

H. Announcements.

I. Appointments.

I. New Appointments:

Zoning and Planning Board of Appeals

Steven Schuchart, 1690 Forest Glen Dr., Green Bay, WI 54304

Term to expire: May 1, 2025 (from alternate to member)

Green Bay Public Arts Commission

Gabrielle Metoxen, WI 137 County Rd. EE, De Pere, WI 54115

Term to expire: May 1, 2025 (liaison)

J. Ordinances - Second Reading for Adoption.

- I. Zoning Ordinance No. 07-22
An ordinance rezoning the property located at 1555 West Mason Street from General Commercial (C1) District to Highway Commercial (C3) District.

K. Report of the Redevelopment Authority (May 10, 2022).

1. To approve the Development Agreement as presented for financial assistance for a redevelopment project located at 216-222 Cherry Street and forward it to the City Council for their consideration, subject to final review by the City Attorney.
2. To approve amending Development Agreement 18-02 between the City of Green Bay and the Redevelopment Authority regarding improvements to the Shipyard to 1) reflect the current project description and costs for Phase I, and 2) increase the borrowing limit by \$2.65 million, and forwarding the agreement to the City Council for their consideration, subject to final review by the City Attorney.

L. Report of the Improvement & Services Committee (May 11, 2022).

1. To refer to staff for short-term and long-term solutions to lessen trash along West Mason/Highway 54 from Packerland to the City limits. (Ald. Brunette)
2. To refer to staff the request to review staffing the yard waste sites to ensure there is no contractor use of the facilities. (Ald. Steuer)
3. To receive and place on file the request to investigate the cause for damage to a private storm lateral serving 727 Gray Street. (Ald. Steuer)
4. To hold the request by Teri Johnson, 1350 Holiday Avenue, to have sidewalks removed from the Holiday Avenue frontage of the following properties: 1344 Holiday, 1345 Holiday, 1350 Holiday, 1351 Holiday, 1354 Holiday, 1355 Holiday, 1700-1702 Briquetet, and 1714 Briquetet Street. (Ald. Wery)
5. To approve the request by Department of Public Works to award the contract PARKS 3-22 METRO BOAT LAUNCH DOCKS at a staff level and report the award at the next regular meeting of the Improvement and Services Committee.
6. To approve the request by Department of Public Works to create a twelve-foot wide utility easement at back of right-of-way on Parcels 14-1094 and 21-1283 along East Mason Street.
7. To approve the text amendments to Chapters 16 & 42 relating to stormwater management.
8. To approve the award of the following contracts:
 - A. BRIDGE 3-22 (ASHLAND AVENUE OVER CNRR AND 6TH STREET B-5-018 EXPANSION JOINT RECONSTRUCTION) to the low responsive bidder, Norcon Corporation, in the amount of \$388,674.
 - B. BRIDGE 4-22 (MONROE AVENUE OVER EAST RIVER B-5-255 EXPANSION JOINT RECONSTRUCTION) to the low responsive bidder, Zenith Tech, Inc., in the amount of \$193,285.

C. PAVEMENT I-22 ROOSEVELT STREET RECONSTRUCTION to the low responsive bidder, PTS Contractors, Inc., in the amount of \$3,126,000.

To deny the award of the contract WSG I-22 WATER HEATER REPLACEMENT due to the absence of qualified bids.

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

A. Granting of Licenses

1. Sidewalk Builder

- a. Scott R. Weidner Concrete Construction LLC

2. Underground Sprinkler System

- a. Fox Valley Irrigation Inc.

10. To approve the request to review the City's Street Excavation Repair Policy and revise as directed to apply the new policy to all pending repairs. (Ald. Wery)

M. Report of the Protection & Policy Committee.

1. To deny the request by Duel Sports Bar LLC at 1114 Main St. to change their license premises to outdoor patio, restroom, green space based on the police department's inability to provide law enforcement services to the balance of the community and an adverse impact to the peace, quiet and cleanliness of the neighborhood (held from the 5/3/22 Council Meeting).
2. To hold the appeal, from Ms. Jackie Anthony on the declaration of "dangerous dog" for her animal, Jacob (Jake), until circuit court has concluded.
3. To approve a change of agent effective July 1, 2022 for Renard & Tisler Enterprises Inc. at 616 Lime Kiln Rd.
4. To approve a 2022-2023 Liquor License Renewal Application for a Class "B" Beer license by Marcus Cinemas of Wisconsin, LLC at 1000 Kepler Dr. with a change of agent.
5. To approve on a 2022-2023 renewal application for a "Class B" combination license by Brinker Restaurant Corporation at 2363 W. Mason St. with a change of agent.
6. To approve an application for an available "Class B" Combination license for the 2022-2023 license year by Sushi Lover Buffet LLC at 313 N. Broadway with a license premises description as "living room (seats 99 people), store in basement and dine in area cooler" (Currently licensed as Suo Suo You, LLC with a "Class" C Wine and Class "B" Beer license and contingent upon the approval of the proper authorities).
7. To approve an original application effective July 1, 2022 for a "Class A" Liquor and Class "A" Beer license by Oneida Nation at 501 Packerland Dr. with a license premises description as

- "1,100 sq ft convenience store" (Currently licensed by Oneida Nation as a Class "A" Beer license and contingent upon the approval of the proper authorities).
8. To approve an original application effective July 1, 2022 for a "Class A" Liquor and Class "A" Beer license by Oneida Nation at 2597 W. Mason St. with a license premises description as "1,100 sq ft convenience store" (Currently licensed by Oneida Nation as a Class "A" Beer license and license contingent upon the approval of the proper authorities).
 9. To approve an original liquor license application for a "Class A" Liquor and Class "A" Beer license by Badi Malinka LLC at 2278 Bay Settlement Rd. with a license premises description as "FRONT AREA OF BUILDING AND STORAGE ROOM BY THE COOLER" (Currently licensed as RKO Enterprises, Inc. and contingent on the approval of the proper authorities).
 10. To approve a renewal application for a "Class B" Combination license by Green Bay Botanical Garden, Inc. at 2600 Larsen Rd. with a permanent license description as "SCHNEIDER EDUCATION CENTER, PATIOS, CONCESSIONS and TRAILS." 2022-23 license year included an addition of "trails" in the premises description (Contingent upon the approval of the proper authorities and requires Council to waive the ordinance requirements for outdoor premises).
 11. To approve a renewal application for Kristine Dhein at 1689 E. Mason St. with a permanent license description as "one floor bar and deck" and a license description of "parking lot and garage" until December 31, 2022 as authorized by General Ordinance 01-22 (Contingent upon the approval of the proper authorities).
 12. To approve a 2022-2023 renewal application by J&B Gas, Inc. at 1480 Lime Kiln Rd. to change their license premises from "single-story office, c-store" to c-store (Contingent upon the approval of the proper authorities).
 13. To approve a renewal application for vonStiehl Winery at 345 S. Adams St. with a license premises description as "inside of building, porch, parking lot, front lawn," with the stipulation that the Council will approve a waiver of the fencing requirements for an outdoor area; noting there is a hedge at the property and there was previous use of this area, without incident.
 14. To approve a "Class B" Combination License for Captain Jacks, LLC at 101 Bay Beach Rd. with a revised license premises to include a west outdoor patio, with the requirement that Council will waive the fencing requirements; noting the marina is located on a peninsula and has an entrance gate.
 15. To approve a 2022-2023 renewal application by Daily Buzz LLC at 130 E. Walnut St. for a reserve "Class B" Liquor and Class "B" beer license with a new license description as "1st floor, 2nd floor, outdoor patio, 9th floor, 3rd floor Art Gallery" (3rd floor Art Gallery has been added and with the approval of the proper authorities).
 16. To approve a renewal application for a 6-month Class "B" beer license for De Pere Dodgers Baseball Club, Inc. at 1450 E. Walnut St. with a change of agent (Contingent upon the approval of the proper authorities).

17. To approve a 2022-2023 renewal application for a "Class B" Combination license by 129 South Washington LLC at 129 S Washington St. with a licensed premises description as "bar room-3900 SF, storage Room- outdoor patio" (Outdoor patio was granted by Council in 2020 and contingent upon the approval of the proper authorities and requires Council to waive the ordinance requirements for outdoor premises).
18. To approve a request by Taqueria Maldonado's Main Street LLC at 400 Schoen St. to change their license premises to "dining room, bar and outdoor beer garden patio, back area" contingent upon the approval of the proper authorities. (Currently no licensed outdoor area on premises)
19. To deny a 2022-2023 for a "Class B" Combination Liquor Renewal License Application by Code 920, Inc. (The Bay) at 805 Klaus St, based on "non-compliance with stipulation" report from the Green Bay Police Department, which is a violation of City ordinances.
20. To approve the various liquor and/or beer licenses renewal applications with no changes for the 2022-2023 license year, contingent upon the approval of the proper authorities. (see attached).
21. To approve various liquor and/or beer licenses renewal applications with changes to the license premises description for the 2022-2023 license year, contingent upon the approval of the proper authorities (see attached).

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

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

O. Report of the Plan Commission (May 9, 2022).

- I. To authorize a Conditional Use Permit (CUP) for a carwash facility in a Community Center Commercial (C3) District located at 1555 West Mason Street, subject to the following conditions:
 - a. CSM submission to create a lot as described in the legal.
 - b. Standard site plan review and approval.
 - c. Conditions listed by the City Traffic Engineer must be addressed.

(Public Hearing held 05/09/22)
2. To rezone 221 and 227 North Quincy Street and 618 and 624 Pine Street from Office Residential (OR) to Downtown One (D1). (Public Hearing held 05/09/2022)
3. To approve the request to vacate an alley between Cherry Street and Pine Street, subject to:
 - a. Adjacent property owners shall be responsible for, and owner of, the Storm Sewer within the vacated Alley.
 - b. Adjacent property owners shall be responsible for all costs to close curb openings to Pine Street and Cherry Street.

c. Any and all utility lines with another provider to be removed.

4. To amend the following text amendment sections to encourage Green Infrastructure as discussed:
Section 2. Section 44-1965 (b)(4b); Section 2. 44-1965 (c)(3b); Section 3. Section 44-1966 (c1); adding the following language:
"Except where the Director or their designee determines" (Public Hearing held 05/09/22)

P. Report of the Finance Committee (May 10, 2022).

1. To Approve a Resolution Authorizing and Providing for the Sale and Issuance of \$14,475,000 General Obligation Corporate Purpose Bonds, Series 2022A, and All Related Details.
2. To Approve a Resolution Authorizing and Providing for the Sale and Issuance of \$3,825,000 General Obligation Promissory Notes, Series 2022B, and All Related Details.
3. To approve the renewal of the City of Green Bay Copier Lease Agreement.
4. To approve the bid award for the Official Newspaper of the City of Green Bay to the lowest responsive responsible bidder which is Press Times.
5. To receive and place on file a report out of the purchase of rain barrels approved with ARPA money to Earthmark LLC for \$36,400.00.
6. To approve the American Rescue Plan Act (ARPA) allocation within the Crime Prevention and Neighborhood Enhancement category for Neighborhood Association support for \$150,000.
7. To approve the American Rescue Plan Act (ARPA) allocation within the Affordable Housing Development and Small Business Support category for Energy Efficiency grants for \$500,000.
8. To approve as amended. To amend the American Rescue Plan Act (ARPA) allocation within the Affordable Housing Development and Small Business Support category for Curb Appeal program for \$300,000 to mirror the Shipyard program with \$1,000 for landscaping, \$2,500 for structural, \$5,000 for site improvement and a minimum 25% match.
9. To approve the American Rescue Plan Act (ARPA) allocation within the Affordable Housing Development and Small Business Support category for Great to be Home! program for \$500,000.
10. To approve a name change to the American Rescue Plan Act (ARPA) allocation within the Affordable Housing Development and Small Business Support category for the Accelerator program for \$40,000 approved by Common Council in February 2022.
11. To approve the American Rescue Plan Act (ARPA) allocation within the Affordable Housing Development and Small Business Support category for Homelessness Blueprint Staff for \$90,000.

12. To approve the American Rescue Plan Act (ARPA) allocation within the Affordable Housing Development and Small Business Support category for Green Bay Area Chamber of Commerce Micro Business Staff for \$180,000.
13. To refer to staff, Law and Finance, to draft a policy revision for a vote in June by the full common council in response to a request by Ald. Brunette to the Finance Committee which states: "To create a policy or amend an existing policy to prohibit or prevent city personnel from the offices of Clerk, Mayor, Law, Finance, and IT in soliciting, accepting, or using any donation in the form of money, grants, property, or personal services from an individual or a nongovernmental entity for the purpose of funding election-related expenses, voter education, voter outreach, or voter registration programs with the exceptions of compensation of poll workers, securing leases for polling locations, and PPE for voters and volunteers."
14. To refer to staff to work with Ald. Brunette to bring forward to the Common Council a request by Ald. Brunette which states: "For a status update and discussion regarding legal services received from Law Forward, States United Democracy Center, and Stafford Rosenbaum LLP with possible actions such as continuing or discontinuing legal services received."

Q. Report of the Personnel Committee (May 10, 2022).

- I. To approve the request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.
 - a. Crime Analyst - Police
 - b. Zoning Administrator/Senior Planner - Community & Economic Development

R. Report of the Economic Development Authority. (May 12, 2022)

- I. To approve a development agreement with Carnivore Meat Company for the development of City-owned parcels 21-22 and 21-24 (partial), subject to final review and approval of the City Attorney (held from 5/3/2022 Council Meeting).

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

S. Receive and Place on File.

1. Building Report for April 2022
2. AprilMuniCtreport2022

T. Committee of the Whole.

1. Consideration, with possible action, on an updated resolution establishing the wards of the City, as a result of the statewide redistricting by the Wisconsin State Legislature.

U. Resolutions.

1. Resolution approving dedication of City-owned lands required for Chantel Street rights-of-way.
2. Resolution of public alley between Monroe Ave and Quincy Street from Cherry Street to Pine Street to be vacated.
3. Resolution authorizing conditional use permit at 1555 W Mason Street.
4. Resolution Authorizing and Providing for the Sale and Issuance of \$14,475,000 General Obligation Corporate Purpose Bonds, Series 2022A, and All Related Details.
5. Resolution Authorizing and Providing for the Sale and Issuance of \$3,825,000 General Obligation Promissory Notes, Series 2022B, and All Related Details.
6. Resolution approving dedication of public utility easements across City-owned lands adjacent to East Mason Street (Tax Parcel Numbers 14-1094 and 21-1283).
7. Resolution establishing the wards of the City, as a result of the statewide redistricting by the Wisconsin State Legislature.

V. Ordinances - First Reading.

1. Zoning Ordinance No. 09-22
An ordinance rezoning the properties located at 221 & 227 N Quincy Street and 618 & 624 Pine Street from Office Residential (OR) District to Downtown One (D1) District.
2. General Ordinance No. 12-22
An ordinance amending Section 44-1917, Green Bay Municipal Code, relating to service, loading, and storage areas.
3. General Ordinance No. 13-22
An Ordinance creating Sections 44-358(a)(13)-(15), permitted setback encroachments.
4. General Ordinance No. 14-22
An Ordinance amending Section 44-1694, Green Bay Municipal Code, relating to surfacing.
5. General Ordinance No. 15-22
An Ordinance amending Sections 44-1964, 44-1965, 44-1966, 44-1967 and 44-1968 Green Bay Municipal Code relating to landscaping.
6. General Ordinance No. 16-22
An ordinance amending Section 44-249, Green Bay Municipal Code, relating to general definitions.

7. General Ordinance 17-22

An ordinance amending Chapters 16 and 42 Relating to Stormwater Management

W. Referral of Petitions & Communications.

X. 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



2022-05-17 Common Council

Zoom Meeting Information & Comment Form

Topic: 2020-05-17 Council Zoom

Time: May 17, 2022 06:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/84997675412>

Meeting ID: 849 9767 5412

Passcode: 297757

One tap mobile

+13126266799,,84997675412#,,,,*297757# US (Chicago)

+19292056099,,84997675412#,,,,*297757# 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: 849 9767 5412

Passcode: 297757

Find your local number: <https://us02web.zoom.us/j/84997675412>

Public Comments

If you wish to speak at this public meeting or leave a comment, please fill out the online [Comment Form](#) prior to the meeting.

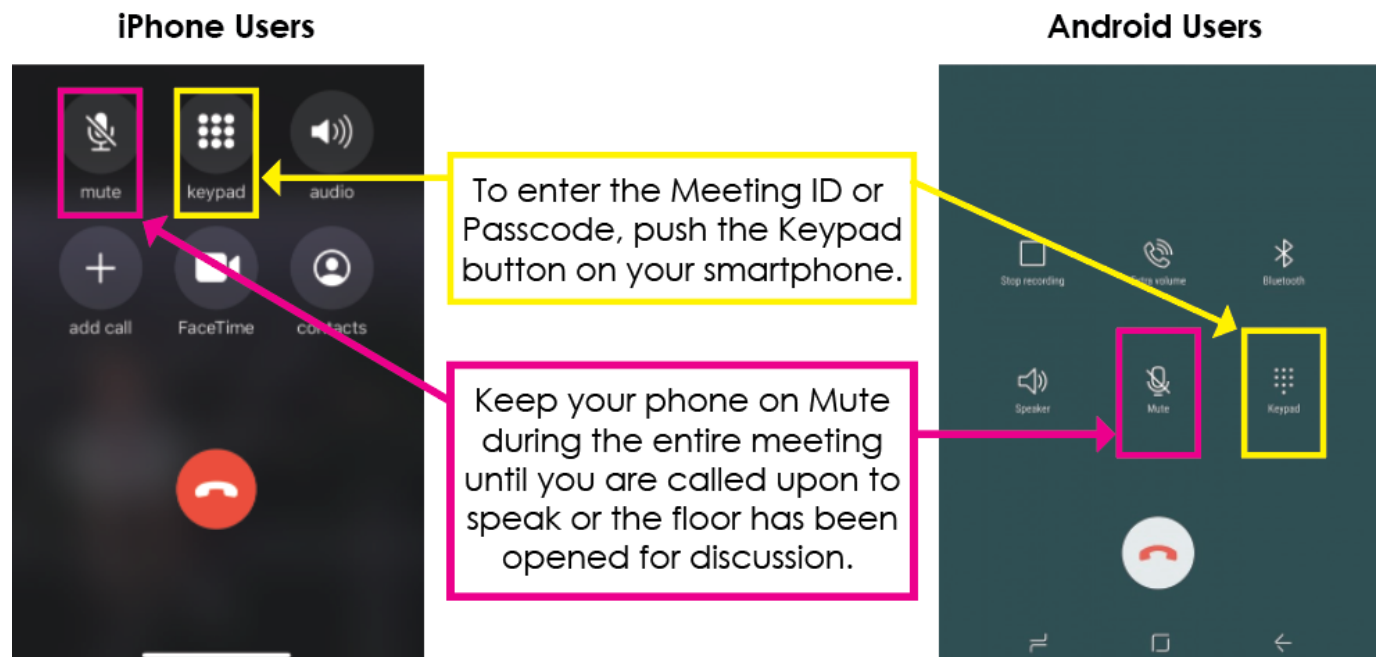
Additional Information

1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must state their name and address for the minutes.
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order Newly Revised 12th edition*.
2. Please log into the Zoom meeting at least 10 minutes before the meeting begins to ensure a proper connection and that your technology is working.
 - a. If you are a Board Member, please log into [CivicClerk](#) with a computer, laptop, or tablet device.
3. Once you are in the meeting please mute yourself.
 - a. You may unmute yourself when you are called upon to speak.
4. Waiting room
 - a. When you call in or connect via web or Zoom app, you will be placed in a "waiting room."
 - b. The meeting host will then admit you to the meeting, and mute you upon entrance (you will still be able to hear and or otherwise observe the meeting).
5. 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 be tied to an email.
6. Raising your hand
 - a. Committee/Commission/Board members—you can either use CivicClerk and request to speak or you can also utilize the "raise your hand" tool in the Zoom platform (you'd need to use a computer or tablet) to let the host know you would like to speak. You can also un-mute yourself and start speaking.
 - b. Persons with items on the agenda or other interested parties—you can also utilize the "raise your hand" tool on the Zoom platform via computer or mobile device. You will be allowed to speak once the committee, commission, or board has moved to "open the floor for interested parties to speak." Once discussion on your agenda item has concluded, the host will mute you, unless the committee opens the floor again.
7. What devices should I use?
 - a. Smart phone (please see more detailed instructions on page 3)
 - b. Land line
 - c. Tablet—in advance of the meeting, please download the Zoom Meeting app by using either the Apple Store or the Play Store. You will be asked to input your name, to identify you for the meeting.
 - d. Computer—you can access the meeting through a web browser by clicking on the meeting link, or through the Zoom Meeting app. If using the app, please download it in advance of the meeting. You will be asked to input your name, to identify yourself for the meeting.
 - e. For tablet and computer users—if you download the app you may be asked to verify your email.

8. Zoom etiquette
 - a. Muting yourself when you're not speaking 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 state your name and address before you speak. Zoom meeting hosts can see only your telephone number and will ask you to identify yourself.
9. Closed session
 - a. Persons in the Zoom meeting will be put into a waiting room while the committee/commission/board meets in Closed Session. Participants will be admitted back into the Zoom meeting once the committee reconvenes in Open Session.
 - b. Persons watching a Common Council meeting live on YouTube will see a gray screen with the City logo during closed session.
10. Persons interested in attending anonymously or listening to the meeting may call in by dialing *67 followed by the phone number in the Zoom Meeting Information box.

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



ZONING ORDINANCE NO. 07-22

AN ORDINANCE REZONING THE PROPERTY LOCATED AT 1555 W MASON STREET FROM GENERAL COMMERCIAL (C1) DISTRICT TO HIGHWAY COMMERCIAL (C3) DISTRICT (ZP 22-12)

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

SECTION 1. Section 44-680, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property, located at 1555 W Mason Street from General Commercial (C1) District to Community Center Commercial (C3) District:

DESCRIPTION FOR REZONING PARCEL 6-462

THAT PART OF LOTS 79, 80 AND 81, ASSESSOR'S PLAT NO. ONE AS RECORDED IN VOLUME 5 OF PLATS, PAGE 27, AS DOCUMENT NUMBER 247987; AND THAT PART OF LOT 30, C.L.A. TANK'S SUBDIVISION OF PRIVATE CLAIMS 2 – 9, WEST SIDE OF FOX RIVER, AS RECORDED IN VOLUME 1 OF PLATS, PAGE 160A-1; ALL LOCATED IN THE CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 80, ASSESSOR'S PLAT NO. ONE;
THENCE N25°-54'-19"E, 10.00 FEET ALONG THE EAST LINE OF SAID LOT 80, TO THE NORTH RIGHT-OF-WAY LINE OF SIXTH STREET, AND THE POINT OF BEGINNING;
THENCE N64°-03'-15"W, 298.06 FEET, ALONG SAID NORTH RIGHT-OF-WAY LINE OF SIXTH STREET, TO THE EAST RIGHT-OF-WAY LINE OF MILITARY AVENUE;
THENCE N26°-49'-30"E, 1004.14 FEET, ALONG SAID EAST RIGHT-OF-WAY LINE OF MILITARY AVENUE;
THENCE S64°-10'-11"E, 312.45 FEET;
THENCE N25°-50'-30"E, 200.00 FEET, TO THE SOUTH RIGHT-OF-WAY LINE OF WEST MASON STREET;
THENCE S64°-10'-11"E, 14.80 FEET, ALONG SAID SOUTH RIGHT-OF-WAY LINE OF WEST MASON STREET;
THENCE S25°-54'-42"W, 793.35 FEET;
THENCE S64°-08'-21"E, 3.90 FEET;
THENCE S26°-52'-19"W, 285.91 FEET;
THENCE N64°-08'-21"W, 44.07 FEET, TO THE EAST LINE OF SAID LOT 80;
THENCE S25°-54'-19"W, 125.40 FEET, ALONG SAID EAST LINE OF

ZONING ORDINANCE NO. 07-22

PAGE 2

LOT 80, TO THE POINT OF BEGINNING;

Said rezoning shall be granted subject to:

1. CSM dividing the area of the rezone be completed and recorded prior to the zoning being changed.

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 hereon as provided by Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2022.

APPROVED:

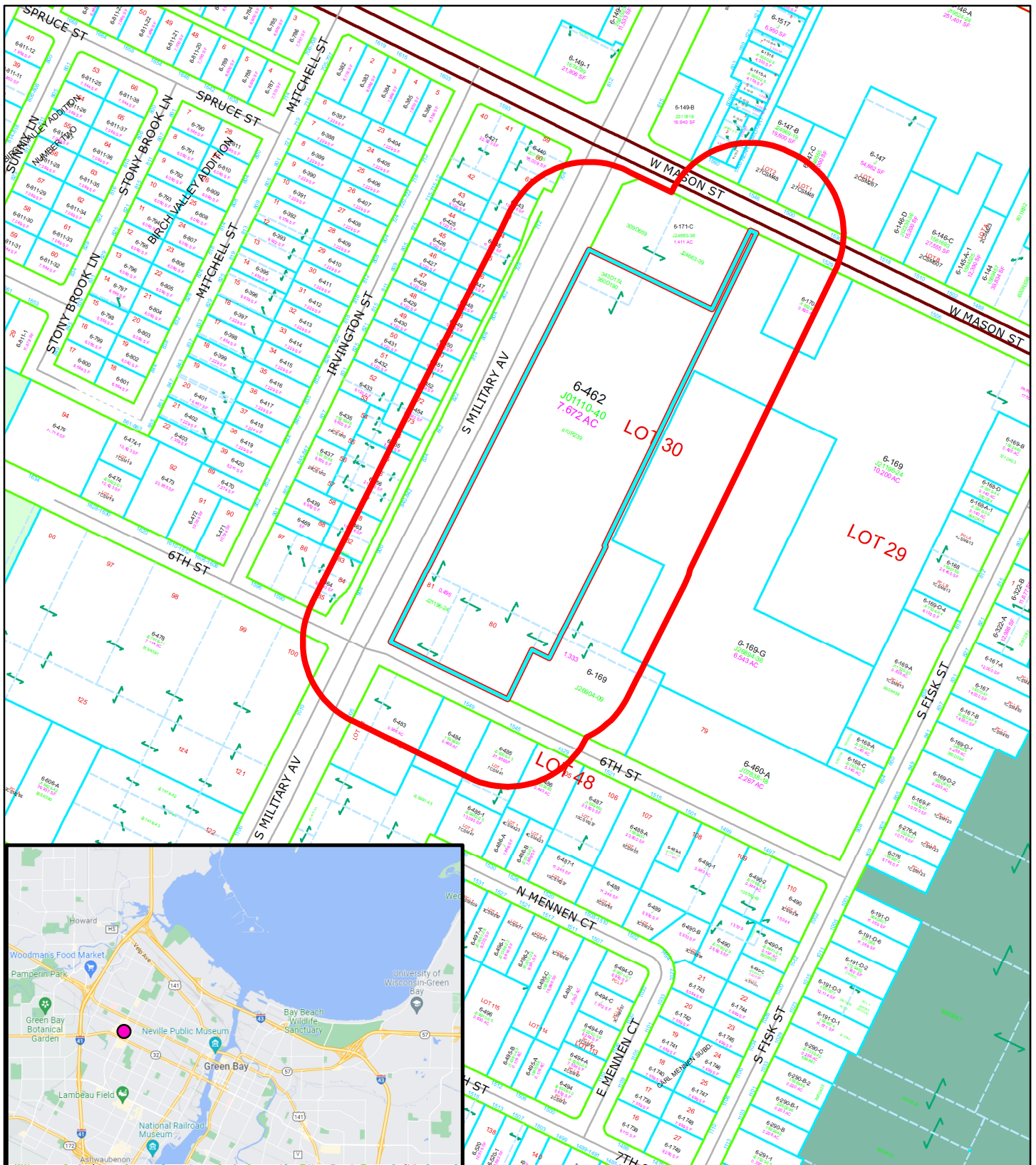
Mayor

ATTEST:

Clerk

MS

Attachment – Map



**(ZP 22-12) Zoning Petition
Rezone 1555 W Mason Street
Green Bay, WI, 54313**

Feet
0 87.5 175 350

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

Parcel Numbers:
6-142



Parcel



Notification Area
200'



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

MEETING DATE

May 17, 2022

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # K.I

To approve the Development Agreement as presented for financial assistance for a redevelopment project located at 216-222 Cherry Street and forward it to the City Council for their consideration, subject to final review by the City Attorney.

BACKGROUND

At the March 8, 2022 meeting, the RDA met and discussed a proposed development agreement for a redevelopment project at 222 Cherry Street, consisting of a multi-family project of at least three (3) stories (maximum five stories) with at least 39 (maximum 65) market rate apartment units to the existing 10,000 s.f. single story commercial retail/office building, and a connecting skywalk to the Cherry Street Parking Ramp to the residential portion of the project. RDA direction included 80% of the increment and requested that the developer consider the possibility of incorporating some affordable units into the project.

The agreement has been revised to reflect the following changes:

- "Adding five (5) stories with fifty-seven (57) market rate multi-family apartment units" replaced "Adding at least three (3) stories (maximum five stories) with at least 39 (maximum 65)."
- The projected value is now at \$13 million, up from \$6 million.
- The developer may end up pursuing some vouchers through Brown County for a few units in the project, but that is not required in this agreement.

These revisions have been reviewed by the City Attorney and the City Finance Director.

RECOMMENDATION

Staff recommends that the RDA approve the Development Agreement as presented and forward it to the City Council for their consideration, subject to final review by the City Attorney.

FISCAL IMPACT

A new TID will need to be created to provide the requested assistance. Financial assistance will be provided over time in a PayGo method. Any and all improvements needed to connect to the parking ramp are the responsibility of the Developer.

ATTACHMENTS

- I. 050622 Cherry Street Development Agreement Revised RDA



City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 22 - ____
216 - 222 CHERRY STREET REDEVELOPMENT

This Development Agreement is made this _____ day of _____, 2022,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and 222 CHERRY STREET, LLC], a Wisconsin limited liability company ("Developer").

RECITALS

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

<u>Tax Parcel</u>	<u>Address</u>	<u>Acres</u>	<u>Assessed Value</u>
12-114	216-222 Cherry St.	0.364	775,600

- B. The parcel listed above shall be referred to as the "Property." The Property comprises approximately zero and three hundred sixty-four thousandths (0.364) acres of land. A map of the Property is herein attached as EXHIBIT A; a legal description of the Property is herein attached as EXHIBIT B.

- C. Developer intends to complete a Project, which includes the following:

Adding five (5) stories with fifty-seven (57) market rate multi-family apartment units to the existing 10,000 s.f single story commercial retail/office building, and a connecting skywalk to the Cherry Street Parking Ramp to the residential portion of the project.

The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT C.

- D. As of January 1, 2022, the Property has an aggregate assessed value of Seven Hundred Seventy-Five Thousand Six Hundred Dollars (\$775,600) which based on the assessed tax rates in effect as of January 1, 2022, the Property yields approximately:

1. Twenty-Thousand and Ten dollars (\$20,010.48) in total gross real estate taxes annually (assessed mill rate of \$25.80);
2. Twenty-Thousand and Ten dollars (\$20,010.48) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$25.80); and
3. Seven Thousand Nine Hundred Four Dollars (\$7,904.05) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$10.19).

- E. Upon completion of Proposed Project, the City estimates the aggregate assessed property value of the Property to be approximately Thirteen Million Dollars (\$13,000,000), which is anticipated to yield approximately:

1. Three Hundred Thirty-Five Thousand Four Hundred and Seventy Dollars (\$335,400) in total gross real estate taxes annually (assessed mill rate of \$25.80);
2. Three Hundred Thirty-Five Thousand Four Hundred and Seventy Dollars (\$335,400) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of \$25.80); and
3. One Hundred Thirty-Two Thousand Four Hundred and Seventy Dollars (\$132,400) in real estate taxes to the City of Green Bay annually (assessed mill rate of \$10.19).

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

- F. The RDA and the City will ask the Joint Review Board (JRB) to create a new Tax Increment District (the TID), effective January 1, 2022, which includes the Property and may include adjacent property, and which will provide part of the financing for certain costs of the Project, and after creation, shall replace all references to the "TID."
- G. Developer has requested Tax Incremental Finance ("TIF") assistance from the City and RDA with regard to certain expenses, including, but not limited to; demolition, remodeling, repair or reconstruction of existing buildings;; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.
- H. The City and RDA desire to have Developer perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.
- I. In order to induce Developer to undertake the Project, such that it will bring t; build new structures for individuals of all ages and abilities; be located in a place easy to reach on foot, bicycle, or transit; generate job opportunities for individuals of all ages, abilities, and incomes; build new structures with high-performance designs, systems, and finishes; create a significantly higher per acre property value than adjacent properties and the City average; generate property taxes greater than the cost of providing infrastructure and services; enhance the physical (soil, water, air) landscape; expand our range of residential and commercial real estate products; be designed and built with options for conversion to alternative uses in the future; create and/or enhance unique public spaces, amenities, and art; and the public will generally benefit, the City has agreed to provide assistance to Developer as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

- A. Incorporation of Proceedings, Exhibits, and Recitals. All motions adopted, approvals granted, minutes documenting such motions and approvals, and plans and specifications submitted in conjunction with any and all approvals as granted by the City or RDA, including but not limited to adopted or approved plans or specifications on file with the City or RDA, along with all of the Recitals set forth above, shall be incorporated into this Agreement by reference, upon attachment, or upon consent by amendment if necessary if not referenced or attached at the time of execution of this Agreement.
- B. Implementation Schedule. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth and/or incorporated herein. Any material modification or deviation from an approved schedule

described in this Agreement shall occur only upon approval of the City and RDA, with any such approvals required to be in writing as an amendment to this Agreement, and which approvals shall not be unreasonably withheld. City shall cooperate and act promptly with respect to any and all permits or approvals necessary for completion of the Project. Notwithstanding the above, this Agreement shall not limit the discretion of the City, or any of its duly appointed and authorized governing bodies, boards or entities, in approving or rejecting any aspect of the Project or improvements contemplated on or about the Property.

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

II. DEFINITIONS; EXHIBITS

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

- A. “Agreement” means this Development Agreement among the City, RDA, and Developer, as amended and supplemented from time to time.
- B. “Annual Assessed Value” means the assessed value of the Private Improvements and the Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. “Available Tax Increment” means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of the Property above the base value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the City. The amount of Available Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.
- D. “Base Value” means the aggregate assessed value of the Property when the TID was created, which shall be determined as of 1/1/2022.
- E. “City” means the City of Green Bay, Brown County, Wisconsin.
- F. “Concept Plan” means the plan for the Project.
- G. “Developer” means 222 Cherry Street, LLC or any assignee of the same.

- H. “Exhibits” means the supplementary reference information attached to this development agreement that shall include the following:
1. Exhibit A – Map of the Property
 2. Exhibit B – Legal Description of the Property
 3. Exhibit C – Preliminary Concept Plan
- I. “Future Project” means any Private Improvements that will be constructed in the future not specifically detailed in this Agreement.
- J. “Plans and Specifications” means the plans and specifications developed for the Project.
- K. “Preliminary Concept Plan” means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- L. “Private Improvements” means the improvements to be constructed on the Property that are not Public Improvements.
- M. “Project” means the Project as defined in the Recitals.
- N. “Public Art” means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, neon, or other sculptures; environmental artworks; fountains, arches or other structures intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself.
- O. “Public Improvements” means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, without limitation:
1. road, pedestrian, and bicycle improvements; and
 2. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and
 3. telephone, high-speed cable, and related technology infrastructure; and
 4. natural gas, electrical power, and other public utilities; and
 5. any related engineering, grading, erosion control, and landscaping; and
 6. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.
- P. “Qualified Expenditures” means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section IV. C. 4.

- Q. “Special Assessment” means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.
- R. “Special Charge” means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.
- S. “Tax Increment” means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year’s equalized value of all taxable property in the TID.
- T. “TID” means the future Tax Increment District to be created in 2022 by the City of Green Bay, The RDA and the City will ask the Joint Review Board (JRB) to create a Tax Increment District (the ‘TID), effective January 1, 2022, which includes the Property and may include adjacent property, and which will provide part of the financing for certain costs of the Project, and after creation, shall replace all references to the “TID.”
- U. “TIF” means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.
- V. “TIF Incentive” means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. TAX INCREMENT FINANCING

- A. Qualification for TIF. Developer shall demonstrate to the satisfaction of City and RDA a need for TIF, with such determination to be made according to the “but for” test, that is, that but for the City and RDA providing TIF, the Project would not happen. At the request of the City or RDA, Developer shall provide an independent analysis from a consultant expert in TIF to justify to the satisfaction of the City and RDA the Developer’s qualification and need for TIF, both in terms of Qualified Expenditures and the amount of money to be paid to Developer.
- B. Nature of TIF Incentive. The TIF Incentive available to Developer under this Agreement shall be defined as the following:
 - a) The Developer shall prepare and obtain approvals for a CSM, for which desired parcel boundaries are herein attached on the Preliminary Concept Plan (EXHIBIT C), including any easements or other dedications required to accommodate the proposed skywalk connection to the Cherry Street Parking Ramp.
 - b) Upon recording of such CSM with the Brown County Register of Deeds, all references to Property shall include all such new parcels created through the actions of this Section III. B. I.
- 2. PAYGo Reimbursement. The City shall provide an additional TIF Incentive as a pay-as-you-go (PAYGo) obligation of the City, which is further defined as follows:
 - a) The Developer guarantees that the Property shall have a minimum aggregate assessed value of **Thirteen Million Seven Hundred and Seventy-Five Thousand and Six Hundred Dollars (\$13,775,600)** on or before January 1, 2025.

- b) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, to the extent TID revenues are sufficient to the limits of the TID and this Agreement, Qualified Expenditures shall be reimbursed to Developer.
 - c) Commencing the first year after the first occupancy permit for the Project has been issued, the assessed value of the Property shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property as of January 1 of the year in which construction commenced. The difference in assessed values shall be known as the Incremental Property Value.
 - d) Incremental Property Value multiplied by the assessed mill rate, less payments of real estate taxes to the State of Wisconsin, shall be known as the Available TIF Increment.
 - e) Developer shall not be entitled to any TIF Increment unless the aggregate assessed Property value meets or exceeds the guaranteed value of **Thirteen Million Seven Hundred and Seventy-Five Thousand and Six Hundred Dollars (\$13,775,600)**. Upon reaching this threshold, Available TIF Increment shall be distributed as follows:
 - (I) Provided the aggregate assessed Property value meets or exceeds **Thirteen Million Seven Hundred and Seventy-Five Thousand and Six Hundred Dollars (\$13,775,600)**, on or before January 1, 2025, the City shall make available **eighty percent (80%)** of the annual TIF Increment to the Developer until all Qualified Expenditures have been repaid or the incentive period expires. After all qualified expenditures have been paid, or the incentive period expires, these funds will be applied to public infrastructure, public improvements, or other eligible costs within the TID.
 - (II) The City shall utilize twenty percent (10%) of the annual TIF increment for public infrastructure and improvements within the new TID until all Qualified Expenditures have been repaid or the incentive period expires.
 - (III) The City shall utilize ten percent (10%) of the annual TIF increment to cover administrative costs incurred by the TID through the full life of the TID.
 - f) PAYGo Reimbursement payments will be payable to Developer in the year following the year of the TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, if the first occupancy permit is issued on September 1, 2023, the TIF Increment would be determined as of January 1, 2024 and the PAYGo reimbursement would first be payable in 2025.
3. Qualified Expenditures. Project Grant(s) shall be disbursed in the following priority, and only fund:
- a) Public Improvements, if applicable, as defined in Section II. N., and environmental remediation, and asbestos abatement as required by State and Federal law; then
 - b) "Private Improvements" specifically approved by the City or RDA as stated in Section IV. C.; then
 - c) Any other activity specifically approved by the City or RDA.

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

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

1. Monetary Limitation. The TIF Incentive in any year shall not exceed seventy percent (70%) of the Available Tax Increment for the Property.
2. Tax Incentive Cap. The City shall not be obligated to pay TIF Incentive in excess of the total amount of Qualified Expenses incurred and paid by Developer.
3. Tax Receipts Limitation. Only the Available Tax Increment actually received by the City, and no other property, revenue, or asset of the City, shall be used to pay such amounts.
4. Temporal Limitation. Provided Developer qualifies for TIF Incentive and provides adequate proof to the City and RDA that Developer has incurred and paid Qualified Expenditures, and provided Developer and all transferees have paid the real estate taxes and any Special Assessments and Special Charges in full for the previous tax year by July 31, TIF Incentive payments shall be made on or before September 1 of each year; provided, however, in no event shall TIF Incentive payments continue after the earlier of the termination date of the TID or the termination of this Agreement if before the termination of the TID.
5. Maximum Life of the TID. Payments shall not be made beyond the maximum life of the proposed TID, which is anticipated to be 20 years.

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

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

IV. OBLIGATIONS OF DEVELOPER

A. Concept Plan. Prior to July 1, 2022, Developer shall submit a Concept Plan to RDA for approval, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in this agreement. The Concept Plan shall clearly identify:

1. Any proposed changes in boundaries of the Property
 2. The approximate location of any proposed structures and/or projects to be built on the Property
 3. A preliminary rendering or other illustration of scale of proposed structures and buildings
- B. Construction Documents. Prior to August 1, 2022, and prior to commencement of construction of any Phase of the Project, Developer shall submit site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts, to RDA for approval. The Construction Documents shall include:
1. Plans and specifications for structural, mechanical and electrical systems, materials; and
 2. Full-color elevations for all sides of all proposed structures; and
 3. Descriptions and actual samples of all exterior building materials; and
 4. Descriptions and photographic examples of interior finishes; and
 5. Plans and specifications for any skywalk connection to the Cherry Street Parking Ramp, including the proposed method and timing of construction which shall subject to the approval of the Department of Public Works and the RDA.
 6. Other such essential items as may be reasonably determined by the RDA to be appropriate.
- C. Development Budget. Prior to August 1, 2022, Developer shall submit a Development Budget, prepared in accordance with general principles for construction and development budgeting, to RDA for approval. The Development Budget shall include:
1. Not less than Eight Million Dollars (\$8,000,000)) in “hard” construction costs for the entire Project; and
 2. A line item of not less than five percent (5%) of total Project costs for cost overruns and change orders; and
 3. A line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards
 - a) Public Art on the Property; or
 - b) Public Art within one-half (1/2) mile of the Property; or
 - c) A separate Public Art project(s) approved by the RDA and GBPAC; or
 - d) Funds for design and maintenance of Public Art, or any combination of the alternatives herein; and
 4. Line items for each of the Qualified Expenditures for which the Developer is seeking a TIF Incentive. specifically including:
 - a) Utility relocation costs.
 - b) Improvements or other assistance related to attracting or retaining approved commercial retail tenants consistent with the goals and objectives of this agreement, or otherwise consistent with the goals and objectives of the City of Green Bay and/or the Green Bay Redevelopment Authority.

- c) Enhanced building design, architecture, or materials beyond basic code requirements as approved by the RDA.
- d) Enhanced landscaping beyond basic code requirements as approved by the RDA.
- e) Structured parking costs allowing for better building design and improving the overall function of the site including a “skywalk” connection to the Cherry Street Parking Ramp.
- f) Enhanced stormwater management costs allowing for better building design and improving the overall function of the site.
- g) Costs related to the installation of environmentally sustainable infrastructure and practices in the project.
- h) Site improvements related to providing access to public transit or alternative transportation options.
- i) Enhanced pedestrian, bicycle, and streetscape improvements beyond basic code requirements as approved by the RDA.
- j) Excessive construction costs related to unusual supply and demand factors related to current economic conditions that prevent the project from being financially feasible as approved by the RDA.

5. A negotiated and approved lease for use of parking stalls after normal business hours in the Cherry Street Ramp with the Department of Public Works.

D. RDA Approvals. The RDA shall indicate its approval or further requirements in writing within thirty (30) days from the date of receipt of the Concept Plan, Construction Documents, or Development Budget, or any revisions; provided, however, that the RDA shall approve such revised Concept Plan, Construction Documents, or Development Budget unless it determines such revisions would impair the objectives of this Agreement, impose substantial financial burdens on the City or the RDA, or adversely affect the Concept Plan. The RDA will make all reasonable efforts to determine the acceptability of plans in less than thirty (30) days, including convening for special meetings to review and consider such plans. At any time during the implementation of the development contemplated by this Agreement, the RDA or Developer may propose modifications to the Preliminary Concept Plan and the approved Concept Plan subject to the agreement of the RDA and the Developer. At any time during the implementation of the development contemplated by this Agreement, Developer may submit to the RDA proposed revisions in the approved Concept Plan, Construction Documents, or Development Budget in order to enhance the achievement of the objectives of this Agreement and to improve and refine the approved Concept Plan.

E. Compliance with Planning; Zoning; Permits and Use. Developer will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above, including, but not limited to:

- I. Developer shall pay all water, sewer, and other impact fees that may be due and payable in connection with the Project.

2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.
 3. Developer shall have obtained the approval of the City, RDA, and State of Wisconsin Department of Transportation to a traffic impact analysis regarding the Project.
- F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than August 1, 2022, proof of equity in the form of the value of the Property, less any mortgages thereon, not less than twenty percent (20%) equity available for injection into the Project in an amount sufficient to obtain financing for all Project costs. Any available Developer funds obtained from sources other than lenders or the City shall be expended on the Project before any lender or City funds are expended or any third party financing is used to pay Project costs.
- G. Proof of Financing. By no later than August 1, 2022, Developer shall have delivered proof satisfactory to the City and RDA of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.
- H. Acquisition of Property. By August 1, 2022, Developer shall have closed on the purchase of all of the parcels comprising the Property and all of the necessary rights of way required for the Project. Developer shall provide copies of deeds and such other closing documents as requested by the City or RDA regarding the purchase of the Property and rights of way. The Property and rights of way shall be owned in the name of the Developer.
- I. Termination or Relocation of Easements. Developer shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
- J. Certified Survey Map. Promptly after the Property has been acquired by Developer, Developer shall cause a certified survey map to be prepared, approved by the City, RDA, and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.
- K. Use of Funds. Developer may use TIF supported funds only to fund Qualified Expenses as set forth in the approved Development Budget.
- L. Improvement of Property. Developer shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the City and RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction, which shall be no later than August 1, 2022. Construction shall be completed no later than March 1, 2024. Developer shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.
- M. Reports and Information. During the period before the commencement of construction, Developer shall from time to time provide to the RDA information having a bearing upon the interests of the City and the RDA in the Property or under this Agreement. Upon request of the RDA, Developer shall submit progress reports during the course of construction. Upon request of the RDA, Developer

shall submit a copy of annual, audited financial statements for Developer through termination of this Agreement.

- N. Copies of Documents. All documents from Developer to the City or RDA shall be submitted in triplicate.
- O. Maintenance and Repair. Developer shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- P. Transfer or Sale of Project Property.
 - 1. Notice of Intent to Transfer. If Developer intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, Developer shall provide to the City and RDA a written request for transfer thirty (30) days prior to the anticipated transfer. The City or RDA may deny the request for any commercially reasonable reason. Developer may assign all rights and obligations under this Agreement only to an entity controlled and affiliated with Developer to own, manage and operate the Property. This Agreement inures to the benefit and becomes the obligation of the heirs, successors and assigns of Developer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property. Owner shall not be required to provide the City or RDA with written notice of its intent to transfer in connection with the granting of any mortgage or security agreement to finance or refinance loans for the purchase of the Property or payment of costs of the Project.
 - 2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.
 - 3. Right of First Refusal. Developer shall not sell, trade, grant, or encumber the Property, except as specifically provided herein. Should Developer not complete elements of the Project as defined herein, Developer shall provide City and/or RDA the exclusive right, for a period not to exceed ninety (90) days, to purchase an undeveloped or underdeveloped portion of the Property. The purchase price shall be equivalent to the Assessed Value of the land, as determined by the City Assessor. This Right of First Refusal shall run with the land, and shall survive the termination or expiration of this Agreement, and shall remain in place until such time as the aggregate assessed Property value meets or exceeds Thirteen Million Seven Hundred and Seventy-Five Thousand and Six Hundred Dollars (\$13,775,600)
- Q. Easements. Developer shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. Developer shall cause existing easements to be relocated or terminated to accommodate the Project.
- R. Environmental.
 - 1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the First Phase, Developer shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any

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

2. Developer's Environmental Indemnification. Developer shall indemnify, pay on behalf of, defend and hold the City, the RDA, and their respective agents, officials, employees, representatives, successors and assigns, harmless from and against any loss, damage, claim, fine, penalty, assessment, liability, or other charge or claim, and all costs (including, without limitation, reasonable legal, accounting, consulting, engineering, and similar expenses incurred with respect to such matter and/or incurred in enforcing this indemnity):
 - a) Arising from the actual existence, treatment, deposit, release, storage, or disposal of any Hazardous Materials on, within or about the Property; or
 - b) Arising from the breach of any warranty, covenant or representation of Developer to the City or RDA, or any other obligation of Developer to the City or RDA regarding Hazardous Materials under this Agreement.
3. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:
 - a) Hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 1802; the Resource Conservation and Recovery Act, 42 U.S.C. 9601. et seq.; the Clean Water Act, 33 U.S.C. 1251; the Safe Drinking Water Act, 42 U.S.C. 300f et seq.; the Clean Air Act, 42 U.S.C. 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively, "Environmental Laws"); and
 - b) Any other substances, constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law, now or hereafter in effect, including but not limited to: petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos containing materials.
4. Survival. The provisions of this Section shall survive the conveyance to Developer of any City and/or RDA Property.
5. Insurance. Before commencement of construction activities on the Property, Developer shall deliver to the City and RDA certificates of insurance, copies of endorsements, and other evidence of insurance requested by the City or RDA, which Developer is required to purchase and maintain, or cause to be purchased or obtained, in the types and amounts of coverage listed below, each of which shall name the City and RDA as additional insured parties:

1. Workers Compensation and Related Coverage. Coverage for state and federal workers compensation shall be defined by state and federal statute. The amounts of employer's liability coverage shall be in not less than the following limits:
 - a) Bodily Injury by Accident – one hundred thousand dollars (\$100,000.00) per accident;
 - b) Bodily Injury by Disease – one hundred thousand dollars (\$100,000.00) per employee; and
 - c) Five hundred thousand dollars (\$500,000.00) policy limit.
2. Waiver of Workers Compensation Subrogation. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, RDA, its officers, officials, employees, and volunteers for losses paid under the terms of the policy that arises from the work performed by the names insured for or on behalf of the City or RDA.
3. Comprehensive General Liability Insurance. Coverage shall be written on a commercial general liability form, and shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages for personal injury, including accidental death, as well as claims for property damages which may arise from operation under this Agreement, whether such operations be by Developer, any subcontractor, or anyone directly or indirectly employed by either of them in such manner as to impose liability on the City or RDA. The amounts of such insurance shall be not less than the following limits:
 - a) General Aggregate Limit – two million dollars (\$2,000,000.00); Personal and Advertising Injury Limit (per person/organization) – two million dollars (\$2,000,000.00);
 - b) Bodily Injury and Property Damage – two million dollars (\$2,000,000.00) per occurrence;
 - c) Fire Legal Liability Damage Limit – one hundred thousand dollars (\$100,000.00) per occurrence; and
 - d) Medical Expense Limit – ten thousand dollars (\$10,000.00) per person.
4. Comprehensive Automobile Liability and Property Damage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement from claims or damages associated with operations of owned, hired, and non- owned motor vehicles. The amounts of such insurance shall be not less than the following limits:
 - a) Bodily Injury – two hundred fifty thousand dollars (\$250,000.00) per person; and
 - b) One million dollars (\$1,000,000.00) per occurrence; and Property Damage – two hundred fifty thousand dollars (\$250,000.00) per occurrence.
5. Umbrella Coverage. Coverage shall protect Developer and any subcontractor during the performance of work covered by this Agreement with limits of one million dollars (\$1,000,000.00) for bodily injury, personal injury, and property damage on a combined basis with the stated underlying limits of Paragraphs IV. S. 1. to IV S. 3. above.

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

T. General Indemnity.

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

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

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF CITY AND RDA

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

- A. Existence. Developer shall have provided City and/or RDA a certified copy of its organizational documents and a certificate from the Department of Financial Institutions for the State of Wisconsin indicating Developer's existence and good standing.
- B. Incumbency; Due Authorization. Developer shall have provided a certificate of incumbency and resolutions of the company, demonstrating Developer has been duly authorized to enter into this Agreement and authorizing the person signing this Agreement to execute and deliver it to the City and/or RDA, and to bind Developer to its terms.
- C. No Violation or Default. Developer shall not be in violation of any of its governing documents or other contracts subject to this Agreement or of any other agreement between Developer and the City and/or RDA.
- D. Insurance. Developer shall have delivered to the City and/or RDA certificates of all insurance required under this Agreement.
- E. TID District. The RDA and City intend to create a new TID effective January 1, 2022, and once created shall be in effect and in good standing with and certified by the Wisconsin Department of Revenue.

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

- A. TID. The RDA and City intend to create a new TID effective January 1, 2022, and once created shall be in effect and in good standing with and certified by the Wisconsin Department of Revenue.
- B. Due Authorization. The City Council shall consent to the City entering into this Agreement and shall authorize the person(s) signing this Agreement to execute and deliver it to Developer and to bind the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to Developer.

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

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

- K. Compliance with Laws and Codes. The Project, when completed, will conform and comply in all respects with all applicable laws, rules, regulations and ordinances, including without limitation, all building codes and ordinances of the City. Developer will comply with, and will cause the Project to be in compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.
- L. Fees or Commissions. Neither the City nor RDA shall be liable for any broker fees or commissions incurred by Developer in connection with the Property or any transactions contemplated by this Agreement.
- M. No Objection to Property Assessment. Prior to termination of this Agreement, Developer shall not file an objection to real or personal property assessment as provided under §70.47(7)(a), Wis. Stats.

VIII. DEFAULT

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

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

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

IX. TERMINATION

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

2. The City closes and terminates the TID;
 3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 4. This Agreement is terminated because of an Event of Default; or
 5. The parties agree in writing to terminate this Agreement.
- B. TIF Payments termination. TIF payments shall only continue for a period of no longer than twenty-two (22) years after the date of execution of this Agreement and therefore shall terminate at the end of tax year 2044.
- C. Survival of Certain Provisions. Sections III. B. I. d), III. D., IV. E., IV. I., IV. K., IV. P. 2., IV.P.3., IV. Q., IV. R. 2., IV. T., V. A., V. B., V. C., V. D., V. E., VII. C., VII. D., VII. E., VII. G., VII. K., VII. L., VIII. B., VIII. D., VIII. E., VIII. F., X. B., X. C., X. G., X. J., X. M., X. O., X. P., and X. R. shall survive the termination of this Agreement.

X. MISCELLANEOUS PROVISIONS

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

obligations of Developer under this Agreement or otherwise. There are no third party beneficiaries of this Agreement.

- G. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.
- H. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- I. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein. In the event this Agreement is not executed by both Parties prior to July 1, 2022 any and all approvals granted pursuant hereto or in conjunction herein by the City which are contemplated as part of this Agreement shall automatically expire.
- J. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given:
1. Upon receipt if sent via electronic mail (e-mail) or facsimile; or
 2. Upon receipt if hand-delivered to the party or person intended; or
 3. One (1) business day after deposit with a nationally-recognized overnight commercial courier service, air bill pre-paid; or
 4. Three (3) business days after deposit in the United States Postal Service (USPS), postage prepaid, by certified mail, return receipt requested.

All correspondence shall be addressed by name and address to the party or person intended as follows:

To the City: City of Green Bay
 Attn: City Clerk
 100 North Jefferson Street
 Green Bay, WI 54301
 e-mail: celestine.jefferys@greenbaywi.gov
 facsimile: 920-448-3010

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

e-mail: neil.stechschulte@greenbayi.gov
facsimile: 920-448-3426

To the Developer: 222 Cherry Street, LLC
[ADDRESS 1]
[ADDRESS 2]
[ADDRESS 3]
e-mail: [INSERT DEVELOPER EMAIL HERE]
Phone: [INSERT DEVELOPER PHONE HERE]

with a copy to: [INSERT DEVELOPER COUNSEL HERE]
[ADDRESS 1]
[ADDRESS 2]
[ADDRESS 3]

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

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

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

[Signature pages follow]

Signature page 1 of 3

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

DEVELOPER:
222 Cherry Street, LLC

By: _____

[INSERT DEVELOPER NAME AND TITLE HERE]

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2021, the above named _____, a member of 222 Cherry Street, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

Signature page 2 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
DEVELOPER NAME

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

Signature page 3 of 3

THE CITY OF GREEN BAY, THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, and
GORMAN AND COMPANY

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

[illegible]

EXHIBT B
Legal Description

15,892 SQ FT PLAT OF NAVARINO LOT 49 & N 1/2 OF LOT 50

EXHIBIT C
Preliminary Concept Plan

PROJECT METRICS

BUILDING DATA:
Height: 70-75'
-Proposed link to parking ramp at 4th floor.

FIRST FLOOR: ~11,000 GSF Comm/Retail
FLOORS 2-6: ~13,275 GSF Residential

Unit Mix:
1 Bedroom: 6 Units
1+ Bedroom: 20 Units
2 Bedroom: 25 Units
2+ Bedroom: 4 Units
3 Bedroom: 2 Units
TOTAL: 57 UNITS



PROJECT METRICS

222 CHERRY ST | CONCEPTUAL DESIGN



#00-22322
04.23.2022
03

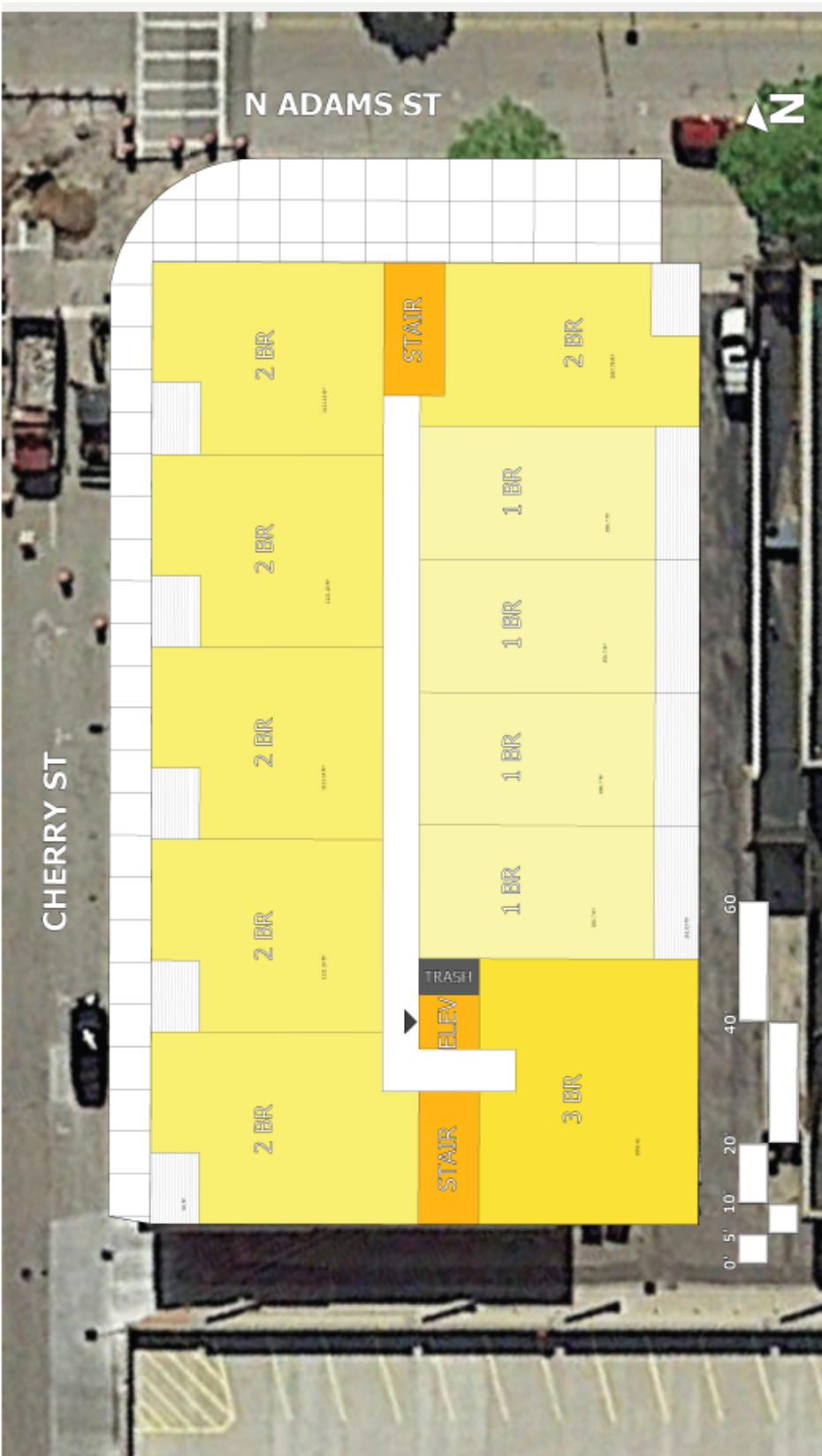


CHERRY STREET & NORTH ADAMS

#00-22232
04.25.2022
02

222 CHERRY ST | CONCEPTUAL DESIGN





TYPICAL FLOOR PLAN - LOWER LEVELS



TYPICAL FLOOR PLAN - UPPER LEVELS





Report to the Redevelopment Authority of the City of Green Bay

MEETING DATE

May 17, 2022

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # K.2

To approve amending Development Agreement 18-02 between the City of Green Bay and the Redevelopment Authority regarding improvements to the Shipyard to 1) reflect the current project description and costs for Phase I, and 2) increase the borrowing limit by \$2.65 million, and forwarding the agreement to the City Council for their consideration, subject to final review by the City Attorney.

BACKGROUND

In 2018, the City of Green Bay and the Redevelopment Authority entered into a development agreement to establish the funding mechanism for improvements to the Shipyard redevelopment project. That agreement identifies up to \$10 million in City funds to be allocated for the project, including \$500,000.00 in stadium tax revenues and up to \$9.5 million in debt service.

To date, the City has borrowed \$7.5 million for projects under this agreement. These funds are allocated as follows:

Land Acquisition: \$1.3 million (includes acquisition of the Badger Sheet Metal site)
Site Engineering: \$1.1 million
Full Site Grading: \$1.1 million

Available Fund Balance: \$4.0 million

The City has received bids for Phase I improvements. This work includes a riverfront promenade/multi-modal path, floating dock, fishing pier, habitat enhancement, and an accessible kayak launch. The estimated cost for these improvements is just under \$8 million. These bids expire on June 10, 2022. There is currently \$6 million available for the project under the current development agreement between the RDA and the City.

Staff is recommending that the current development agreement be amended to allow the City to borrow up to an additional \$2.65 million to fund the Phase I improvements. The justification for this additional borrowing at this time is based on the following:

- The City is currently contractually obligated to complete these improvements as a part of our development agreement with Merge Urban Development.
- The borrowing will be funded through TID proceeds and is not projected to have any negative impact on the general fund.
- The overall estimated assessed valuation for the two pending private development projects is currently projected at more than \$43 million between Merge Urban Development and Impact Seven.
- To date, the City has secured \$1,804,500.00 in grants to offset project cost. Staff anticipates additional grant funding to be announced this spring.

Staff will present a more detailed overview at the RDA meeting on May 10, 2022.

RECOMMENDATION

Staff is recommending approval of amending the development agreement between the City of Green Bay and the Redevelopment Authority to 1) reflect the current project description and costs for Phase I, and 2) increase the borrowing limit by \$2.65 million, and forwarding the agreement to the City Council for their consideration, subject to final review by the City Attorney.

FISCAL IMPACT

The debt service for Phase I improvements is anticipated to be funded through increased tax increment in TID 22 and awarded and anticipated grant funds. No impact on the levy or the general fund is anticipated.

ATTACHMENTS

1. TIF 5 THE SHIPYARD W MASON ST DEVELOPMENT AGREEMENT-compressed
2. City RDA Shipyard Development Agreement First Amendment 051022 RDA Recommended



TIF 5

City of Green Bay
Department of Community and Economic Development

DEVELOPMENT AGREEMENT 18-02

THE SHIPYARD

This Development Agreement is made this 20 day of JUNE, 2018,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"), and
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA").

RECITALS

- A. The City of Green Bay ("City") and the Redevelopment Authority of Green Bay ("RDA") seek to complete a major redevelopment project known as the Shipyard, which involves remediating brownfields, repurposing vacant and underused structures, and enhancing a residential neighborhood on the near west side of the City. The catalyst for development involves the construction of a signature public recreation and entertainment facility at 100 W. Mason Street (Parcel 2-78).
- B. RDA has proposed to acquire and develop certain real property, identified for real estate tax purposes and address as:

Tax Parcel	Address	Acres	Assesed Value
2-70	515 S. Broadway	0.085	\$0.00
2-71	517 S. Broadway	0.064	\$0.00
2-76	525 S. Broadway	0.066	\$0.00
2-77	531 S. Broadway	0.301	\$0.00
2-78	100 W. Mason St.	7.974	\$0.00
2-107	S. Broadway	0.023	\$0.00
2-109	613 S. Broadway	0.079	\$0.00
2-945	S. Pearl St.	1.266	\$0.00
2-946	505 S. Broadway	0.362	\$0.00
2-947	419 S. Maple	2.310	\$293,000.00
2-949-A	511-513 S. Broadway	0.145	\$0.00
3-551	239 Arndt St.	4.665	\$0.00
3-554-A	101 Bridge St.	0.293	\$0.00
3-556	119 Bridge St.	0.702	\$0.00
3-568	401 S. Broadway	0.568	\$0.00
3-568-I	S. Broadway	0.372	\$0.00
3-569	420 S. Broadway	2.190	\$611,500.00
3-572	402 S. Broadway	0.110	\$39,100.00

- C. The parcels listed above shall be referred to as the "Property." The Property comprises approximately sixteen and nine hundred and sixty five thousandths (16.965) acres of land. A legal description of the Property is herein attached as EXHIBIT A.

D. RDA intends to complete a Project, which shall be composed of the following components, in accordance with all applicable codes and ordinances:

1. The Shipyard. A signature public recreation and entertainment facility at 100 W. Mason St. (Tax Parcel 2-78) and surrounding property including, but not limited to:

- a) A multi-purpose, multi-season Outdoor Events Center ("Stadium") with an artificial turf field (for soccer, football, rugby, lacrosse, and similar sports), scoreboard, lighting, grass berm seating, and related improvements, capable of holding approximately two thousand (2,000) persons for sporting events and eight thousand (8,000) persons for concerts, festivals, and community events; and
- b) A permanent structure for restrooms, lockers, and/or concessions; and
- c) Permanent and/or seasonal structures (e.g. shipping containers) for food, beverage, retail, and recreation; and
- d) A multi-modal public path and/or boardwalk along the entire waterfront boundaries of the slip, composed of a combination of concrete, pavers, asphalt, crushed limestone, wood or engineered decking, and/or similar hard surfaces; and
- e) An urban beach, children's playground, splash pad and/or similar amenities; and
- f) A floating dock for transient boaters and an accessible kayak launch.

2. Public Improvements. Infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, but not limited to:

- a) Arndt Street. Appropriate paving, landscaping, lighting, controls, and other improvements required to ensure a safe, comfortable crossing of the CN railroad tracks for both motorized and non-motorized users.
- b) S. Pearl Street. Appropriate paving, landscaping, lighting, and other improvements required to ensure safe, comfortable, and contiguous pedestrian accommodations on S. Pearl Street between Arndt Street and Walnut Street.
- c) CN Railroad Crossings. Construction of appropriate paving, landscaping, lighting, controls, and other improvements required to ensure a safe, comfortable crossing of the CN railroad tracks for both motorized and non-motorized users at Mason Street, Arndt Street, and Bridge Street. The City and/or RDA will seek appropriate approvals for an additional CN railroad crossing with the future eastward extension of Clinton Street.
- d) Parking. Construction of approximately eight hundred (800) parking spaces with appropriate paving, landscaping, lighting, and other improvements, including:
 - (I) Approximately eighty (80) spaces adjacent to the Stadium within 100 W. Mason St. (Tax Parcel 2-78); and
 - (II) Approximately one hundred and twenty (120) spaces within S. Broadway and 613 S. Broadway (Tax Parcels 2-107 and 2-109) and the Mason Street right-of-way between S. Broadway and the Fox River; and

(III) Approximately twenty (20) spaces within 525 S. Broadway and 531 S. Broadway (Tax Parcels 2-76 and 2-77); and

(IV) Approximately one hundred and twenty (120) spaces within 401 S. Broadway, S. Broadway, 505 S. Broadway, 511-513 S. Broadway, 515 S. Broadway, and 517 S. Broadway (Tax Parcels 3-568, 3-568-1, 2-946, 2-949-A, 2-70, and 2-71); and

(V) Approximately one hundred and sixty (160) spaces within the Mason Street right-of-way between S. Ashland Avenue and Maple Street; and

(VI) Approximately three hundred (300) spaces within 419 S. Maple, 420 S. Broadway, and 402 S. Broadway (Tax Parcels 2-947, 3-569, and 3-572).

3. Neighborhood Investment. The City and/or RDA shall invest one million dollars (\$1,000,000.00), within three (3) years from the date of the execution of this Agreement, into residential acquisition, rehabilitation, and development projects in the neighborhood to the immediate west of the Property. Funds shall come from a combination of sources, including, but not limited to of Neighborhood Enhancement, Community Development Block Grant ("CDBG"), and/or HOME.

4. Private Improvements. The City and/or RDA may enter into separate agreements with other parties to construct Private Improvements on the Property in order to generate additional economic activity and tax base, including, but not limited to, residential, commercial (e.g. retail, restaurant, hotel), office, and recreational uses.

The Proposed Project improvements are shown on a Preliminary Concept Plan, which is herein attached as EXHIBIT B.

E. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the City has included the Property within Tax Increment District Number Five ("TID 5" or the "TID"), which may provide part of the financing for certain costs of the Project. The RDA and City request that the Joint Review Board (JRB) create a new conservation and rehabilitation or blight Tax Increment District ("TID 21" therein replacing references to the "TID"), effective January 1, 2018, which includes the Property and adjacent property, and which will provide part of the financing for certain costs of the Project.

F. RDA has requested Tax Incremental Finance ("TIF") assistance from the City and RDA with regard to all costs of the Public and/or Private Improvements, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; and construction of new buildings and infrastructure, which will constitute Qualified Expenditures for which TIF assistance may be afforded RDA.

G. The City and RDA desire for RDA to perform the Project in order to generate economic activity and tax base for the community consistent with the City Comprehensive Plan.

H. In order to induce RDA to undertake the Project, such that the Project will build new structures using the latest codes, remove attractive nuisances and other problem properties, invest in neighborhoods with high complaint and/or police call volumes, remediate environmental contamination from the parcel and/or structures, enhance the physical (soil, water, air) landscape, encourage human-powered movement, interact positively with adjacent properties, the neighborhood, and community, strengthen and/or expand pedestrian, bicycle, and transit

transportation networks, create and/or enhance public spaces and amenities, remove blighted and neglected structures, expand our range of residential and commercial real estate products, and the public will generally benefit, the City has agreed to provide assistance to RDA as provided by this Agreement, all in accordance with the terms and conditions of this Agreement.

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

I. PURPOSE

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

II. DEFINITIONS; EXHIBITS

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

- A. "Agreement" means this Development Agreement among the City and RDA, as amended and supplemented from time to time.

- B. "Annual Assessed Value" means the assessed value of the Private Improvements on the Property, as defined in this Agreement, as of January 1 of any calendar year.
- C. "Available TID Tax Increment" means the amount of Tax Increment (as defined below) actually received by the City generated by any increase of value of properties in the TID above the base value and attributable to development within a tax incremental finance district, during the twelve (12) month period preceding a payment date, that has not been previously used to make payment on bonds or other obligations as determined by the City. The amount of Available TID Tax Increment may fluctuate based on variations in the property valuations, tax rate, depreciation and other independent factors.
- D. "Base Value" means the aggregate assessed value of the Property when the TID was created.
- E. "City" means the City of Green Bay, Brown County, Wisconsin.
- F. "Concept Plan" means the plan for the Project.
- G. "Future Project" means any Private Improvements that will be constructed in the future, not specifically detailed in this Agreement.
- H. "Plans and Specifications" means the plans and specifications developed for the Project.
- I. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT B and which is subject to such changes as RDA, the City or RDA may propose and the City and RDA may accept in its sole discretion.
- J. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.
- K. "Project" means the Project as defined in the Recitals.
- L. "Public Improvements" means the infrastructure improvements in connection with the Project that will ultimately be dedicated for public service, including, without limitation:
 - 1. road, pedestrian, and bicycle improvements; and
 - 2. sanitary sewer, storm sewer, and potable water and wastewater mains and laterals, and storm water management facilities; and
 - 3. telephone, high-speed cable, and related technology infrastructure; and
 - 4. natural gas, electrical power, and other public utilities; and
 - 5. any related engineering, grading, erosion control, and landscaping; and
 - 6. any related land acquisitions and anticipated and intentional corrections to adjacent property affected by the public improvements, including grading.
- M. "Qualified Expenditures" means all costs of the Public and/or Private Improvements, including, but not limited to environmental remediation; demolition, remodeling, repair or reconstruction of existing buildings; clearing of land; and construction of new buildings and infrastructure.

- N. "Special Assessment" means any special assessment levied against the Property by the City under §66.0701-0733, Wis. Stats., the City Code of Ordinances and this Agreement.
- O. "Special Charge" means any special charge levied against the Property by the City under §66.0627, Wis. Stats., the City Code of Ordinances and this Agreement.
- P. "Tax Increment" means that amount obtained by multiplying the total county, city, school and other local general property taxes levied on all taxable property within a TID in a year by a fraction having as a numerator the value increment for that year in the district and as a denominator that year's equalized value of all taxable property in the TID.
- Q. "TID" means Tax Increment District Number Five ("TID 5" or the "TID"), of the City of Green Bay, which has been established and is in good standing by the City of Green Bay, Wisconsin. The City created TID 5 in 1999; TID 5 terminates in 2026. Should the Joint Review Board (JRB) create a new blight or conservation and rehabilitation TID encompassing the Property, all references to TID in this Agreement shall refer to such new TID.
- R. "TIF" means Tax Increment Financing relating to the TID.

III. FINANCING

- A. Budget. The total cost of the Project is expected to be ten million dollars (\$10,000,000.00), exclusive of the Neighborhood Investment funds described in Section D. 5. of the Recitals.
- B. Uses. The funds shall be exclusively used to complete improvements described in Section D. 1., D. 2., D. 3., and D. 4. of the Recitals. Approximately one million, one hundred sixty thousand, three hundred dollars (\$1,160,300.00) shall be used to acquire real property not currently owned by the RDA and/or City, including:
1. One hundred and forty-five thousand dollars (\$145,000.00) to acquire 525 S. Broadway, 531 S. Broadway, and 613 S. Broadway (Tax Parcels 2-76, 2-77, and 2-109) (acquired in April 2017 with neighborhood enhancement funds); and
 2. Three hundred dollars (\$300.00) to acquire S. Broadway (Tax Parcel 2-107) (acquired in May 2017 with neighborhood enhancement funds); and
 3. Twenty thousand dollars (\$20,000.00) to acquire 401 S. Broadway (Tax Parcel 3-568); and
 4. Nine hundred ninety-five thousand dollars (\$995,000.00) to acquire 419 S. Maple, 420 S. Broadway, and 402 S. Broadway (Tax Parcels 2-947, 3-569, and 3-572).
- C. Sources.
1. Project Grant. The RDA and/or City shall contribute no more than nine million, five hundred thousand dollars (\$9,500,000.00) as a Project Grant towards the Project. The Project Grant may be made in phases in order to reduce the total debt burden incurred by the City and/or reduce the amount of interest incurred.
 2. Stadium District Grant. The RDA and/or City shall contribute any Capital Project Grant funds from the Green Bay Brown County Professional Football Stadium District dedicated towards this Project.

3. Other Grants and Credits. The RDA and/or City, as appropriate and in its sole discretion, may also apply for such other grants and credits in regard to the Project as they shall deem appropriate for the benefit of the Project and as may be required to achieve necessary financing for the Project, provided, however, the RDA and City make no representations or warranties about the availability of such grants and credits or whether any such grants or credits that may be available will be awarded. RDA and City acknowledge and agree that such grants may be used for Public Improvements in addition to those identified herein, so long as the RDA and/or City's contribution does not exceed the Project Grant amount set forth in Section III. C. I.
- D. Revenues. The RDA intends to pay the debt service on the Project Grant from the following sources:
1. Available TID Increment. Pursuant to the provisions of §66.1105, Wis. Stats. (the "Tax Increment Law"), the City has included the Property within Tax Increment District Number Five ("TID 5" or the "TID"), which may provide part of the financing for certain costs of the Project. The RDA and City request that the Joint Review Board (JRB) create a new conservation and rehabilitation or blight Tax Increment District ("TID 21" therein replacing references to the "TID"), effective January 1, 2018, which includes the Property and adjacent property. New development in the TID will generate incremental taxes, which shall be used to repay debt service on the Project Grant. The City shall take no action to dissolve the TID before debt service payments on the Project Grant are satisfied, subject to the provisions of this Agreement.
 2. Other Sources. RDA and/or the City shall be permitted to enter into separate agreements with other parties, including, but not limited to user fees, tenant leases, naming rights, private contributions, sponsorships, grants, or any combination of the same or other source, which rights shall have been absolutely assigned to the RDA and/or City.
 3. General Obligation. Should the Available TID Increment be insufficient to cover the debt service on the Project Grant before the termination of this Agreement or the termination of the TID, the City's obligation to make debt service payments on the Project Grant may be considered a general obligation of the City, and the full faith and credit and the taxing powers of the City may be pledged to the payment of such amounts. Amounts due hereunder may count against the City's constitutional debt limitation, and taxes may be levied for its payment or pledged to its payment should the Available TID Tax Increment be insufficient to make such debt service payments.

IV. OBLIGATIONS OF RDA

- A. Concept Plan. RDA shall approve the Concept Plan, which shall be based on, but may differ in minor respects from the Preliminary Concept Plan presented in this Agreement. The Concept Plan shall clearly identify the location of the improvements as defined in Section D. of the Recitals.
- B. Construction Documents. Prior to commencement of construction of any Phase of the Project, RDA shall approve site plans, building plans, and other drawings that fix and describe the size and character of the entire Project, along with architectural and general contracts.
- C. Development Budget. RDA shall approve a Development Budget, prepared in accordance with general principles for construction and development budgeting.

- D. Compliance with Planning; Zoning; Permits and Use. RDA will obtain from the City and all other appropriate governmental bodies (and all other councils, boards, and parties having a right to control, permit, approve, or consent to the development and use of the Property) all approvals and consents necessary to develop and use the Property as set forth above.
- E. Acquisition of Property. RDA shall have closed on the purchase and shall have obtained all of the necessary rights of way required for the Project for all parcels within the Property. The Property and rights of way shall be owned in the name of the RDA or City.
- F. Termination or Relocation of Easements. RDA shall have agreements with all holders of easements or any other rights that may be affected by the Project, regarding the termination, modification or relocation of such easements and other rights in order to accommodate the Concept Plan.
- G. Certified Survey Map. RDA shall cause a certified survey map to be prepared, approved by the City and any other party whose consent is required, and shall cause the certified survey map to be recorded with the Brown County Register of Deeds.
- H. Improvement of Property. RDA shall promptly design and complete the Project. Substantial work on the Project shall commence no later than ninety (90) days after the last to occur of approval by the RDA of the Preliminary Concept Plan, approval by RDA of the Development Budget and Development Plans, and/or issuance of a building permit and all other permits or licenses required to commence construction. RDA shall file with the RDA copies of the detailed construction plans within ninety (90) days after completion of the Project.
- I. Maintenance and Repair. RDA shall at all times keep and maintain, or cause to be kept and maintained, the Property in good condition and repair, in a safe, clean, and attractive condition, and free of all trash, litter, refuse, and waste, subject only to demolition and construction activities contemplated by this Agreement.
- J. Transfer or Sale of Project Property. If RDA intends to sell, transfer or convey the Property or any part thereof before termination of this Agreement, RDA shall notify the City in writing thirty (30) days prior to the anticipated transfer. This Agreement shall run with the land and shall be binding upon all current and future owners of the Property.
- K. Easements. RDA shall grant to the City such easements as are reasonably necessary for public improvements, infrastructure, ingress or egress, utilities, lighting or landscaping or any other access necessary to effectuate this Agreement. RDA shall cause existing easements to be relocated or terminated to accommodate the Project.
- L. Environmental.
 - 1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the First Phase, RDA shall be satisfied, through such means as are commercially reasonable, that the Property is free of Hazardous Materials or that any Hazardous Materials on or within the Property are being stored and handled in strict compliance with all Environmental Laws. RDA shall provide the City with copies of all environmental reports pertaining to the Property no later than ten (10) days after receiving the same.
 - 2. Hazardous Materials Defined. As used herein, the term "Hazardous Materials" means:

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

3. Survival. The provisions of this Section shall survive the conveyance to RDA of any City Property.

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

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

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

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

- a) General Aggregate Limit - \$2,000,000.00; Personal and Advertising Injury Limit (per person/organization) - \$2,000,000.00;

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

N. Other.

- 1. Coal Trucks. RDA shall make a good faith effort to execute an Agreement with the property owners of 115 W. Mason St. (Parcel 2-950), 901-1011 S. Broadway (Parcel 2-958-A), and/or 1101 State Street (Parcel 1-1370) to relocate the primary means of ingress and egress from W. Mason St. to either S. Broadway, Sixth (6th) Street, or State Street.
- 2. 519 S. Broadway. RDA shall make a good faith effort to secure a right of first refusal or an offer to purchase the real property located at 519 S. Broadway (Parcel 2-72).

V. CONDITIONS PRECEDENT TO OBLIGATIONS OF PARTIES

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

- A. TID. The TID shall be in effect and in good standing certified by the Wisconsin Department of Revenue.
- B. Due Authorization. The City Council shall have authorized the City to enter into this Agreement and authorized the person(s) signing this Agreement to execute and deliver it to RDA and to bind

the City to its terms. All actions required to authorize RDA to enter into this Agreement shall have been taken and evidence of such actions, including authorization of the person signing this Agreement on behalf of RDA shall have been provided to RDA.

- C. Funding Source. The City shall have identified and approved a funding source in an amount greater than or equal to the Project Grant.
- D. Feasibility. This Agreement is contingent in on the RDA obtaining design and concept plans which demonstrate that the Project is capable of being completed within the amount identified in the Project Grant. The City and/or RDA may fund and obtain the necessary design and concept plans without waiving the contingency provided for by this provision, and which design and concept plans shall be eligible for reimbursement by the Project Grant once the contingency is satisfied.

VI. REPRESENTATIONS, WARRANTIES, AND COVENANTS

RDA represents and warrants to the City as follows:

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

compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all environmental laws, rules, regulations and ordinances.

- H. Fees or Commissions. The City shall not be liable for any broker fees or commissions incurred by RDA in connection with the Property or any transactions contemplated by this Agreement.

VII. DEFAULT

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

VIII. TERMINATION

- A. Date of Termination. This Agreement shall terminate upon the earliest of the date:
1. All Qualified Expenditures have been repaid in full by Tax Increment;
 2. The City closes and terminates the TID;

3. The Wisconsin Department of Revenue fails to certify or revokes certification of all or any portion of the TID or the Property;
 4. This Agreement is terminated because of an Event of Default;
 5. The parties agree in writing to terminate this Agreement;
 6. The contingencies set forth in Section V cannot be satisfied as determined in the sole discretion of the party obligated to satisfy the contingency.
- B. Survival of Certain Provisions. Sections IV. D., IV. F., IV. J., IV. K., IV. L., VI. B., VI. C., VI. D., VI. G., VI. H., VII. B., VII. C., VII. D., VII. E., IX. B., IX. C., IX. F., X. I., IX. L., IX. N., IX. O., and IX. Q. shall survive the termination of this Agreement.

IX. MISCELLANEOUS PROVISIONS

- A. Assignment. Nothing herein shall prohibit the RDA from creating a limited liability company (LLC), incorporated in the State of Wisconsin, which shall be completely owned and controlled by the RDA, for the sole purpose of owning and operating the Stadium and other Improvements at 100 W. Mason St. (Parcel 2-78), to which the RDA may assign its rights, for which RDA shall not be required to provide written notice to the City, and shall not be required to obtain consent of the City of such actions. RDA may not otherwise assign its rights under this Agreement without the express prior written consent of the City, until the obligations of the RDA under Section IV hereof are fully performed and satisfied. Thereafter, this Agreement may be assigned by RDA only upon the prior, written consent of the City, which shall not be unreasonably withheld.
- B. Nondiscrimination. In the performance of work under this Agreement, neither party shall discriminate against any employee or applicant for employment nor shall the Property or any portion thereof be sold to, leased or used by any party in any manner to permit discrimination or restriction on the basis of the basis of race, color, national or ethnic origin, ancestry, age, religion or religious creed, disability or handicap, sex or gender (including pregnancy), gender identity and/or expression, sexual orientation, military or veteran status, genetic information, or any other characteristic protected under applicable federal, state or local law. Retaliation is also prohibited. The construction and operation of the Property shall be in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.
- C. No Personal Liability. Under no circumstances shall any trustee, officer, official, commissioner, director, member, partner or employee of the City or RDA have any personal liability arising out of this Agreement, and no party shall not seek or claim any such personal liability.
- D. No Personal Interest of Public Employee. No official or employee of the City or RDA shall have any personal interest in this Agreement, nor shall any such person voluntarily acquire any ownership interest, direct or indirect, in the legal entities that are parties to this Agreement.
- E. Force Majeure. No party shall be responsible to any other party for any resulting losses and it shall not be a default hereunder if the fulfillment of any of the terms of this Agreement is delayed or prevented by revolutions or other civil disorders, wars, acts of enemies, strikes, fires, floods, acts of God, adverse weather conditions, legally required environmental remedial actions, industry-wide shortage of materials, or by any other cause not within the control of the party whose performance was interfered with, and which exercise of reasonable diligence, such party is unable to prevent, whether of the class of causes herein above enumerated or not, and the time for performance shall be extended by the period of delay occasioned by any such cause. The foregoing notwithstanding, a

Force Majeure event may not be used to avoid an Event of Default if the delay caused by the Force Majeure event exceeds ninety (90) days from the date the event occurred.

- F. Parties and Survival of Agreement. Except as otherwise expressly provided herein, this Agreement is made solely for the benefit of the parties hereto and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof. All representations and agreements in this Agreement shall remain operative and in full force and effect until fulfilled and shall survive the closing.
- G. Time. TIME IS OF THE ESSENCE with regard to all dates and time periods set forth herein.
- H. Notices. All notices, demands, certificates or other communications under this Agreement shall be given in writing and shall be considered given upon receipt if hand delivered to the party or person intended, or one (1) business day after deposit with a nationally recognized over-night commercial courier service, air bill pre-paid, or forty-eight (48) hours after deposit in the United States mail postage prepaid, by certified mail, return receipt requested, addressed by name and address to the party or person intended as follows:

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

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

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

- I. Governing Law. The laws of the State of Wisconsin shall govern this Agreement.
- J. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.
- K. Execution in Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature thereto and hereto were upon the same instrument.
- L. Severability. If any provision of this Agreement shall be determined to be unenforceable as applied in any particular case or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstance shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained unenforceable to any extent whatever.
- M. Recording of Agreement. The City may record this Development Agreement or a Memorandum of this Agreement with the Register of Deeds for Brown County, Wisconsin. Upon request of the City, RDA shall execute and deliver to the City any such Memorandum or any other document in connection with such recording.

- N. Priority Over Subsequent Liens. This Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties and their heirs, successors and assigns. As such, the current and all future owners of the Property shall be subject to all of the obligations stated herein. Owner warrants and represents that there will not be any mortgage or any other lien against the Property at the time this Development Agreement is recorded other than mortgages for the purchase of the Property and to finance costs of constructing the Project. This Development Agreement shall have precedence and shall take priority over any mortgage, lien or other encumbrance that may be recorded against the Property (or any portion thereof) after the recording of this Development Agreement (or Memorandum thereof).
- O. No Construction Against Drafter. This Agreement is a product of the negotiation and drafting of attorneys for the parties, and, as such, the rule of construing ambiguous contracts against the drafter shall not apply to this Agreement.
- P. Venue. The venue for any proceeding involving the negotiation, drafting, interpretation or enforcement of this Agreement shall be the circuit court for Brown County, Wisconsin, all other venues being inappropriate for any such proceeding.
- Q. Signatures and Counterparts. Electronic, facsimile and photocopy signatures shall have the same effect as original signatures.

[Signature pages follow]

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

THE CITY OF GREEN BAY

By:

~~James Schmitt, Mayor~~

By:

Kris A. Teske, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)

) SS

COUNTY OF BROWN)

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



Jean Bemeruk

Lean Semenuk

Notary Public, Brown County, Wisconsin

My Commission Expires 7/13/20

Signature page 2 of 2

THE CITY OF GREEN BAY and THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY.

REDEVELOPMENT AUTHORITY OF THE
CITY OF GREEN BAY

By:

Gary J. Delveaux
Gary Delveaux, Chair

Attest:

Kevin J. Vonck
Kevin J. Vonck, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

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



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

EXHIBIT A
Legal Description

515 S Broadway – Tax Parcel 2-70

Lot One (1), according to the recorded Plat of J. L. Jorgensen's Addition, in the City of Green Bay, West side of the Fox River, Brown County, Wisconsin.

Also:

Part of the surveyed part of Private Claim No. Two (2), West side of the Fox River, City of Green Bay, Brown County, Wisconsin described as follows:

Commencing at the intersection of the North line of said surveyed part of Private Claim No. 2, with the Westerly right of way line of the (former) C&NW Railroad Company, said point being 10 feet Westerly from the centerline of said Railroad Company's main line tract measured at right angles thereto; thence

S 24 degrees 40' 41" W along said Westerly right of way line 162.57 feet to the point of beginning; thence continuing S 24 degrees 40' 41" W along said Westerly right of way line 11.00 feet to the NE corner of Lot 1 of J. L. Jorgensen's Addition; thence N 58 degrees 34' 54" W along the North line of said Lot 1, 117.10 feet to the NW corner of Lot 1, and the Easterly line of South Broadway Street; thence Easterly to the point of beginning on the Westerly right of way line.

517 S Broadway – Tax Parcel 2-71

Lot two (2), according to the recorded Plat of Jorgensen's Addition, in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin, subject to easement described in Volume 23 miscellaneous records, page 516, Brown County Records and as amended by Volume 228 Deeds, Page 627.

525 S Broadway – Tax Parcel 2-76

Lot Seven (7), according to the recorded plat of J. L. Jorgensen's Addition, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin; AND

Easement for the benefit of Parcel 1 created by an instrument granted by Spencer Enterprises, Inc. to William R. Jauquet and James C. Schantz dated October 9, 1975 and recorded in the office of the Register of Deeds for Brown County, Wisconsin on October 14, 1975, at 2:00 P.M., Jacket 90 records, Image 29, as Document No. 819319 for one parking space and right of ingress and egress from South Broadway to said parking space located on Lot Six (6), according to the recorded Plat of Jorgensen's Addition, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

531 S Broadway – Tax Parcel 2-77

Lots Eight (8) and Nine (9), according to the recorded Plat of J. L. Jorgensen's Addition, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin AND that part of Private Claim No. 2, West side of Fox River, as described in Volume 316 Deeds, Page 607 and in Volume 361 Deeds, Page 622 and part of Lots Eleven (11) and Twelve (12), Block B, according to the recorded plat of Tank's First Addition, in the City of Green Bay, West side of Fox River, as described in Volume 361 Deeds, Page 621 and 622, Brown County Records EXCEPTING THEREFROM that part thereof, as described in Volume 972 Records, Page 556.

100 W Mason Street – Tax Parcel 2-78

Lot 1, Volume 27, Certified Survey Map, Page 247 (Map Number 4363), said map being part of Private Claim 2 West and Lots 1, 2, 3 and 4, M. Seller's Addition to Tank's First Addition, according to the recorded Plat thereof, and Mason Street, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

S Broadway – Tax Parcel 2-107

That part of Lot Twelve (12), Block "B", lying West of the West line of the railroad right of way, according to the recorded Plat of C.L.A. Tank's First Addition, in the City of Green Bay, West side of Fox River, Brown County, Wisconsin.

613 S Broadway – Tax Parcel 2-109

That part of Lot Eleven (11) and the Northerly 8.0 feet of Lot Ten (10), Block B, according to the recorded Plat of Tank's First Addition, in the City of Green Bay, West side Fox River, Brown County, Wisconsin, lying Westerly of Railroad right of way.

S Pearl Street – Tax Parcel 2-945

That part of the surveyed part of Private Claim No. 2 West side of Fox River, described as follows: Commencing at a point in the West government dock line of Fox River where the same is intersected by the North line of the surveyed part of Private Claim No. 2 West; thence South 12° 35' 14" West 108.41 feet; thence North 64° 6' 21" West 650.11 feet to the West line of Pearl Street produced Southerly; thence North 24° 42' 39" East along the West line of Pearl Street, produced 105.52 feet to the North line of the surveyed part of Private Claim No. 2 West; thence South 64° 6' 21" East along the North line of the surveyed part of Private Claim No. 2 West 627.34 feet to the place of beginning, EXCEPT the part thereof described in Volume 196 of Deeds, Page 294 and EXCEPT the part thereof that lies West of the center line of Pearl Street produced Southerly.

505 S Broadway – Tax Parcel 2-946

Unsurveyed prt of PC 2 WSFR prt of PC 2 des in 173 D 180 & prt of Lot 1 Blk 5 Arndts 1st Add ex prt sold Electrical Serv Corp & ex 251 D 449 & 253 D 269 BCR

511-513 S Broadway – Tax Parcel 2-949-A

Those parts of the surveyed part of private claim no. two (2) West side of Fox River, Green Bay, Wisconsin and lot number one (1) of J.L. Jorgensen's addition to the City of Green Bay, as described as follows:

Commencing at the intersection of the North line of said surveyed part of private claim no. 2, with the Westerly right-of-way of the (former) C&NW RY Co., said point being ten feet (10) Westerly from the center line of said RY. Co's main track, measured at right angles thereof; thence South 24 Deg. 40'41"

West along said right-of-way line 173.57 feet to the Northeast corner of said lot number 1 of J.L. Jorgensen's addition; thence North 58 Deg. 34'54" West along the North line of said lot number 1, 117.10 feet to the Northwest corner of said lot 1, and the Easterly line of South Broadway, the point of beginning, said point also the point of a tangent curve; thence Northerly on a curve whose center lies to the West whose radius is 688.16 feet and along the West line of South Broadway Street in Green Bay, Wisconsin, a distance of 54 feet; thence Easterly 118 feet more or less to a point in the aforesaid

Westerly right-of-way line of the C&NW RY. Co 108.67 feet Southerly from the point of commencement; thence South 24 Deg. 40'41" West along said right-of-way line 54 feet; thence Westerly to the point of beginning, the foregoing being a parcel of land bounded on the West by the Easterly line of South Broadway and on the East by the Western right-of-way line of C&NW RY. Co.

Together with and subject to easements and reservations as set out in 315 Deeds, Page 308 and 678 Brown Co. records, page 218, and further subject to easement to Wisconsin Public Service Corp. and easement to Northern Hydro-Electric Power Co. as recorded in Vol. 114 of Mortgages, page 49 & 50 Brown County records.

239 Arndt Street – Tax Parcel 3-551

Block 1, Arndt's Addition to Fort Howard, now part of the City of Green Bay and that part of the unsurveyed part of Private Claim No. 2, West side of Fox River, in the City of Green Bay, Brown County, Wisconsin, described as follows:

Commencing at a point where the Northerly line of the surveyed part of Private Claim No. 2 West intersects the Westerly line of Pearl Street extended which point is located 248.3 feet Southerly along said Westerly line of Pearl Street from the Southerly line of Arndt Street; thence North 24° 42' 39" East along the Westerly line of Pearl Street extended 248.3 feet to the Northeast corner of Block 5, Arndt's First Addition to Fort Howard; thence South 64° 6' 21" East along the Southerly line of Arndt Street 573.01 feet more or less to the West government dock line Fox River; thence South 12° 35' 14" West along said government dock line 255.1 feet to the Northerly line of the surveyed part of said Private Claim No. 2 West; thence North 64° 6' 21" West along said Northerly line of the surveyed part of Private Claim No. 2 West 627.34 feet to the point of beginning; EXCEPT that part thereof that lies West of the center line of Pearl Street produced Southerly.

Lots 1 and 2, including the East ½ of Water Street vacated, Block 2, Arndt's Addition to Fort Howard now a part of the City of Green Bay.

Lot 3, Block 2 Arndt's Addition to Fort Howard now a part of the City of Green Bay, except the part thereof described in Volume 241 Deeds, page 234.

The vacated portion of Arndt Street extending Easterly from the Easterly line of Water Street (vacated) to the Fox River.

EXCEPTING THEREFROM:

- (a) The 20 foot main line right of way of the (former) C&NW RR Co., described at 4 Deeds 462.
- (b) The side track easement of the (former) C&NW RR Co., described at 90 Deeds 167

101 Bridge Street – Tax Parcel 3-554-A

That part of Lot Five (5), Block Two (2), according to the recorded Plat of Arndt's First Addition to the City of Fort Howard, now a part of the City of Green Bay, West side of Fox River, Brown County, Wisconsin, bounded on the West by a line 280 feet Easterly from and parallel to the Easterly line of Pearl Street and bounded on the East by the channel bank of Fox River, on the North by the Southerly line of Bridge Street, and on the South by the Southerly line of said Lot 5, Block 2, Arndt's First Addition.

119 Bridge Street – Tax Parcel 3-556

Part of Lots 3, 4 and 5, Block 2, Arndt's First Addition to Fort Howard, in the City of Green Bay, Brown County, Wisconsin, described as follows:

All that part of Lot 3, Block 2, lying Westerly of the West line of the premises conveyed to Fort Howard Paper Company as described in Jacket 38 Image 34, also the East 5 feet of vacated Water Street lying between the North and South lines of said Lot 3, Block 2, extended Westerly.

All that part of Lot 4 Block 2, lying between the East line of vacated Water Street and the Channel Bank of Fox River.

The Westerly 120 feet of Lot 5, Block 2; the easterly 5 feet of vacated Water Street lying between the North line of the aforesaid Lot 5 and the South line of the aforesaid Lot 4, Block 2 extended westerly.

401 S Broadway – Tax Parcel 3-568

Part of Block One (1), and all of Block Five (5) of Arndt's First Addition, also part of the unsurveyed part of Private Claim 2, West side of Fox River, all in the City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Beginning at the Northwest Corner of Block 5, Arndt's First Addition; thence South $64^{\circ} 12' 32''$ East, 211.59 feet along the north lines of Block 5 and Block 1, Arndt's First Addition, also being the southerly right-of-way of Arndt Street, to the westerly right-of-way line of the (former) Chicago and Northwestern Railroad as described in Volume 4 Deeds, page 462, Brown County Records; thence South $24^{\circ} 51' 53''$ West 232.73 feet along said right-of-way to the north line of Volume 173, Deeds, page 180, Brown County Records; thence North $63^{\circ} 56' 38''$ West, 141.10 feet along said north line to the easterly right-of-way line of Broadway, also being the westerly line of said Block 5; thence North $8^{\circ} 02' 44''$ East, 243.64 feet along the easterly right-of-way line and said west line to the point of beginning, subject to easements of record. EXCEPTING therefrom that part of Block One (1) and Block Five (5), Arndt's First Addition as described in Brown County Document Number 1468994 recorded in Jacket 25638 as Image 22, Brown County Records.

S Broadway – Tax Parcel 3-568-1

That part of Block 1, Arndt's First Addition, that part of Lots 1, 2, and 3, Block 5, Arndt's First Addition, and that part of the unsurveyed part of Private Claim 2, West Side of the Fox River, all located in the City of Green Bay, Brown County, Wisconsin described as follows:

Commencing at the northwest corner of said Block 1, Arndt's First Addition; thence $S64^{\circ}-23'-16''E$, 22.44 feet along the north line of said Block 1, also being the southerly right-of-way line of Arndt Street to the point of beginning; thence continuing $S64^{\circ}-23'-16''E$, 8.44 feet along said north line of Block 1 to the westerly right-of-way line of the (former) Wisconsin Central Ltd. Railroad as described in Volume 4 of Deeds, Page 462 Brown County Records; thence $S24^{\circ}-41'-10''W$ 232.73 feet along said westerly right-of-way line to the northerly line of the property described in Volume 173 of Deeds, Page 180 Brown County Records; thence $N64^{\circ}-07'-24''W$, 141.10 feet along said northerly line of Volume 173 of Deeds, Page 180 to the easterly right-of-way line of Broadway; thence $N07^{\circ}-52'-01''E$, 22.64 feet along said easterly right-of-way line of Broadway; thence $N75^{\circ}-46'-39''E$, 6.66 feet; thence along the arc of a 399.26 foot radius curve to the left 248.11 feet, said curve having a chord which bears $N57^{\circ}-58'-29''E$, 244.14 feet to the point of beginning.

419 S Maple – Tax Parcel 2-947

PRT OF SURVEYED & PRT OF UNSURVEYED PRT OF PC2 WSFR & PRT OF VACANT STRIP & PRT OF BLK 1 NIELS HANSEN & PRT OF LOTS 6,7,8,9 & 10 BLK 1 & PRT OF LOTS 4 & 5 BLK A M SELLERS ADDN ALL DESC IN 2ND PCL IN 696 R 257 & IN 1932963 & IN 2145539

420 S Broadway – Tax Parcel 3-569

ARNDTS ADDN LOTS 1,2,3 & WLY 56 FT OF LOT 4 & E 63 FT OF LOTS 5 & 6 BLK 6 ALSO PRT OF UNSURVEYED PRT OF PC 2 WSFR DESC IN 71 MR 198 & 95 D 234 & 229 D 88 & 276 D 363 & 353 D 435 & 361 D 96 & 696 R 257 & 75J161-40 & 75J174-1 & PRT VAC ALLEY

402 S Broadway – Tax Parcel 3-572

ARNDTS ADDN LOT 4 EX WLY 56 FT BLK 6

EXHIBIT B Preliminary Concept Plan

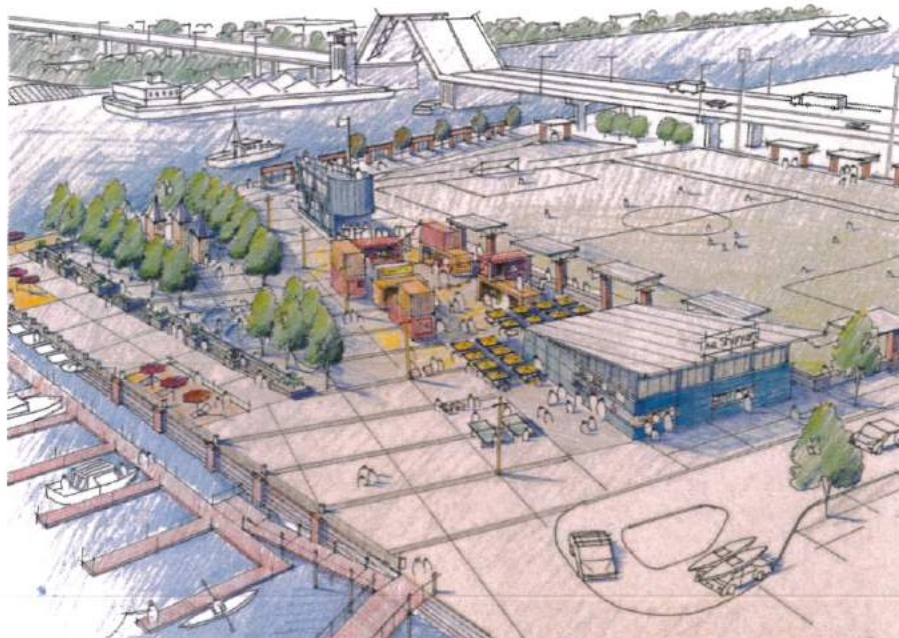
Phase 1



The Shipyard
Phase 1

CUNNINGHAM
GROUP

Phase 1



The Shipyard
Phase 1

CUNNINGHAM
GROUP

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT 18-02

THE SHIPYARD

This First Amendment to Development Agreement 18-02 is made this ____ day of ____, 2022,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"), and
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"), collectively the Parties.

RECITALS

WHEREAS, The City of Green Bay ("City") and the Redevelopment Authority of Green Bay ("RDA") seek to complete the major redevelopment project known as the Shipyard; and

WHEREAS, The City and the RDA seek to amend the original Development Agreement 18-02 ("Agreement") executed between the Parties, to reflect the current project and costs.

WHEREAS, The City has previously authorized the borrowing of up to nine million five hundred thousand dollars (\$9,500,000.00) for improvements to the Shipyard, and

WHEREAS, The City has borrowed seven million five hundred thousand dollars (\$7,500,000.00) in debt based on the aforementioned authorization, and

WHEREAS, To date the City has incurred approximately three million five hundred thousand dollars (\$3,500,000.00) on land acquisition site grading, and design engineering costs, leaving an available balance of four million dollars (\$4,000,000.00), and

WHEREAS, The City and RDA are considering awarding a bid for Phase I improvements that is approximately seven million eight hundred thousand dollars (\$7,800,000.00), and

NOW THEREFORE based upon the covenants and considerations contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

I. Amendments. The Agreement is hereby amended as follows:

A. In Recital D.I The Shipyard, delete sections a) through f) and replace them with:

a) Phase I

- I. A multi-modal public path and/or boardwalk with landscaping along the entire waterfront boundaries of the slip, composed of a combination of concrete, pavers, asphalt, crushed limestone, wood or engineered decking, and/or similar hard surfaces; and
- II. A floating dock for transient boaters, fishing pier, accessible kayak launch, and wildlife habitat enhancement features; and

- III. A temporary parking lot with approximately nineteen (19) parking stalls with connecting temporary access drive and temporary pedestrian walkway, all to be located on 100 W. Mason St. (Tax Parcel 2-78).

b) Phase II

- I. A multi-purpose, multi-season Outdoor Events Center ("Great Lawn") capable of holding approximately eight thousand (8,000) persons for concerts, festivals, and community events; and
- II. An urban beach, children's playground, splash pad and/or similar amenities; and
- III. A permanent structure for restrooms and/or concessions; and
- IV. A dog park.

c. Phase III

- I. Permanent and/or seasonal structures (e.g. shipping containers) for food, beverage, retail, and recreation."

B. In Recital D.2 Public Improvements, delete section b) and replace it with:

b) Bridge Street. Appropriate paving, landscaping, lighting, controls, and other improvements required to ensure a safe, comfortable crossing of the CN railroad tracks for both motorized and non-motorized users."

C. In Recital D.2, Public Improvements, delete the following text in section c):

"The City and/or RDA will seek appropriate approvals for an additional CN railroad crossing with the future eastward extension of Clinton Street. "

D. In Recital D.2. Public Improvements delete "eight hundred (800)" in section d) and replace it with "one hundred and sixty (160)".

E. In Recital D.2. Public Improvements from section d), delete sections (I), (II), (III), (IV), and (VI) in their entirety.

F. In Recital D.3. Neighborhood Investment, delete the following text:

"The City and/or RDA shall invest one million dollars (\$1,000,000.00), within three (3) years from the date of the execution of this Agreement, into residential acquisition, neighborhood rehabilitation, and development projects in the neighborhood to the immediate west of the Property. Funds shall come from a combination of sources, including, but not limited to of Neighborhood Enhancement, Community Development Block Grant ("CDBG"), and/or HOME."

And replace it with: "The Parties acknowledge that the City and/or RDA has spent one million two hundred ninety three thousand nine hundred seventy one dollars and forty six cents (\$1,293,971.46) in CDBG, HOME, and Neighborhood Enhancement Funds from 2018-2021 in this neighborhood. Investments included

acquisition, demo, curb appeal grants, home improvement loans, commercial facade grants, sidewalks and alleyways.”

G. In Recital D.3. Neighborhood Investment, add the following text:

“Furthermore, the City has invested approximately two million dollars (\$2,000,000.00) into stormwater infrastructure, including installation of stormwater lift stations to mitigate neighborhood flooding.”

H. In Recital E, delete “TID 21” and replace it with “TID 22”.

I. In Recital E, delete “2018” and replace it with “2019”.

J. In Section II. DEFINITIONS; EXHIBITS, from section Q., delete the terms “...Five (TID 5...)” and replace with “...Twenty-Two (TID 22...)”.

K. In Section II. DEFINITIONS; EXHIBITS, from section Q., delete the terms “...TID 5 in 1999; TID 5 terminates in 2026.” and replace it with “...TID 22 in 2019; TID 22 terminates in 2046.”

L. In Section II. DEFINITIONS; EXHIBITS, from section Q., delete the phrase “Should the Joint Review Board (JRB) create a new blight or conservation and rehabilitation TID encompassing the Property, all references to TID in this agreement shall refer to such new TID.”

M. In Section III. FINANCING, from section A., delete “ten million dollars (\$10,000,000.00)” and replace it with “seventeen million dollars (\$17,000,000.00)”.

N. In Section III. FINANCING, from section C.I, delete “nine million, five hundred thousand dollars (\$9,500,000.00)” and replace it with “twelve million one hundred fifty thousand dollars (\$12,150,000)”

O. In Section III. FINANCING, C.I. add “without Council authorization” to the end of the first sentence.

P. In Section III. FINANCING, in section C., delete subsection 2 in its entirety and replace with the following language:

2. Other Grants

b) EPA Brownfields Cleanup Grants. The RDA shall contribute five hundred thousand dollars (\$500,000.00) in Brownfield Cleanup grant funds secured from the US EPA to remediate contaminated soils on Tax Parcels 2-78, 2-551, and 3-556.

c) WEDC Brownfields Grants. The City shall contribute one million dollars (\$1,000,000.00) in Brownfields grant funds secured from the WEDC to remediate contaminated soils on Tax Parcels 2-78, 2-551,

3-556 and 3-554-A.

- d) NRDA Grants. The City shall contribute three hundred four thousand, five hundred dollars (\$304,500.00) in Natural Resource Damage Assessment Grant funds secured from US Fish & Wildlife Service to provide wildlife habitat improvements and a fishing pier in the Fox River adjacent to Tax Parcels 2-78, 2-551, 3-556 and 3-554-A.
- e) EPA GLRI Grant. If awarded, the City shall contribute five hundred sixty-five thousand, three hundred dollars (\$565,300.00) in Great Lakes Restoration Initiative Grant funds secured from the US EPA to construct stormwater infrastructure on Tax Parcels 2-78, 2-551, 3-556 and 3-554-A.

Q. In Section III. FINANCING from section C.3., delete “RDA and City acknowledge and agree that such grants may be used for Public Improvements in addition to those identified herein, so long as the RDA and/or City’s contribution does not exceed the Project Grant amount set forth in Section III. C. 1.”

R. In Section III. FINANCING from section D.1., delete “...Five (“TID 5...”)” and replace it with “...Twenty-Two (“TID 22...”)”.

S. In Section III. FINANCING from section D.1., delete “The RDA and City request that the Joint Review Board (JRB) create a new conservation and rehabilitation or blight Tax Increment District (“TID 21”) therein replacing reference to the “TID”), effective January 1, 2018, which includes the Property and adjacent property.”

T. In Section IV. OBLIGATIONS OF RDA in section N.1., add the following: “The RDA will also pursue potential acquisition of 115 W. Mason St. as part of the City and Brown County’s plans to relocate C. Reiss Company’s business to 1530 Bylsby Avenue (Tax Parcel 6-11).”

U. In Section IV. OBLIGATIONS OF RDA, delete the entirety of Section IV.N.2.

2. Remaining Terms and Conditions. The Parties hereby acknowledge and agree that, as of the date hereof, the Development Agreement is in full force and effect, and that except as set forth herein, all remaining terms and conditions of the Agreement shall remain unchanged and the Agreements as amended by this First Amendment shall remain in full force and effect.

[Signature pages follow]

Signature page 1 of 2

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

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

THE CITY OF GREEN BAY

By: _____
Eric Genrich, Mayor

By: _____
Celestine Jeffreys, Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2022, the above named _____ and _____, on behalf of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____

Signature page 2 of 2

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

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

By: _____
Gary J. Delveaux, Chair

Attest: _____
Neil Stechschulte, Executive Director

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF BROWN)

Personally came before me this _____ day of _____ 2022, the above named
_____ and _____, on behalf of the Redevelopment
Authority of the City of Green Bay, a Wisconsin municipal corporation, to me known to be the person
who executed the foregoing instrument and acknowledged the same.

*

Notary Public, _____ County, Wisconsin
My Commission Expires _____



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

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # L.I

To refer to staff for short-term and long-term solutions to lessen trash along West Mason/Highway 54 from Packerland to the City limits. (Ald. Brunette)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Online Form Submittal_ Alders' Petitions and Communications - Ald. Brunette

From: noreply@civicplus.com
To: [Celestine Jeffreys](#)
Subject: Online Form Submittal: Alders' Petitions and Communications
Date: Wednesday, May 4, 2022 9:45:52 PM

Alders' Petitions and Communications

Name	Jesse Brunette
Committee Name	Improvement and Services Committee
Text of Communication	For discussion with possible action on finding solutions to lessen trash along West Mason/Highway 54 from Packerland to the city limits.

Email not displaying correctly? [View it in your browser.](#)



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

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # L.2

To refer to staff the request to review staffing the yard waste sites to ensure there is no contractor use of the facilities. (Ald. Steuer)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # L.3

To receive and place on file the request to investigate the cause for damage to a private storm lateral serving 727 Gray Street. (Ald. Steuer)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Damaged Yard Drain Pipe—727 Gray St.
2. Photos for 727 Gray Street
3. 727 Gray St - Item 3

From: District Ten <District.10@greenbaywi.gov>
Sent: Friday, April 22, 2022 8:56 AM
To: Steven Grenier <Steven.Grenier@greenbaywi.gov>; Matt Heckenlaible <Matt.Heckenlaible@greenbaywi.gov>
Subject: Fwd: Damaged Yard Drain Pipe—-727 Gray St.

A few more photos and notes from the Ethel/Gray pipe situation. Steve, I'd like this item placed on the I & S agenda for May 11th. Will need some wordsmithing on your end. Later.

Mark

Sent from my iPhone

Begin forwarded message:

From: Carol Ray
Date: April 21, 2022 at 11:13:14 AM CDT
To: District Ten <District.10@greenbaywi.gov>
Subject: Damaged Yard Drain Pipe—-727 Gray St.

Photos taken 11/12/2021

These photos show the excavation job being done to discover what was blocking our drain pipe at 727 Gray St. It had functioned effectively to drain our back yards from late 1998 until spring of 2021. The timing of our pipe becoming blocked with dirt and gravel coincides with the major reconstruction of Gray Street and all the utilities from April to November, 2020. Literally, the earth moved and shook many days during that project. The ground that had been solid and intact for many years, had been upset and displaced, causing the gravel and soil to fill our drain pipe and plug it.

Carol Ray

Third email to follow.

Sent from my iPad







From: Carol Ray crayon29@live.com
Subject: Info for Committee Meeting--May 11, 2022
Date: May 9, 2022 at 7:25:28 PM
To: papavlik@gmail.com

Timeline of Neighborhood Yard Drain @ 727 Gray St.

- ~ 1976-1998 I moved into my home at 727 Gray St. in 1976. For many years, many of us on my block experienced heavy backyard flooding.
- ~ 8-1-98 Champion Trenching installed a yard drain from my back yard (lowest spot on the block) to the front sidewalk or street.
- ~ Fall, 1998 City of Green Bay connected our drain to city storm sewer.
- ~ Spring, 2021 The drain wasn't draining backyard water.
- ~ 8-13-2021 Twirl Sewer Service televised and jetted the drain pipe. The water became too murky to see the blockage.
- ~ 8-16-2021 Twirl televised and saw dirt, rocks, debris in the pipe, but couldn't push through the blockage.
- ~ 11-3-2021 Twirl televised and bored drain pipe until he hit the blockage near the front sidewalk. He was unable to move through the blockage.
- ~ 11-12-2021 Northeast Sewer & Water LLC dug two large holes near the front sidewalk and street. They discovered a large hole in our drain pipe caused by past installation(on unknown date post-1998 by unknown company [city can't find records]) of orange pipe, perhaps fiber optic

or phone. Drain pipe was clogged with gravel, soil and debris from the major reconstruction of Gray St. in May-October, 2020. The

drain

cleaned out and repaired, with two clean-out access

Ten of us neighbors paid for the installation of the drain, so we consider it our neighborhood drain. Someone damaged our property, requiring us to spend \$2044.75 to diagnose and repair it. We feel we should be reimbursed for the damage caused by someone's negligence.

Thank you,
Carol Ray

Sent from my iPad

SPECIALIZING IN SUMP PUMP LATERALS • GENERAL TRENCHING



Home: 391-9955
Shop: 866-9955
Mobile: 655-4158

Carol Ray
727 Gray St.

499 4563

DESCRIPTION	TOTAL PRICE
Instoll yard drain	
Permit	\$1300 ⁰⁰ \$15 ⁰⁰
pd c/k 10/16	
Thank you	
TOTAL	\$1315 ⁰⁰

DATE DONE

8/1/98

TOTAL

1315

SEWER AND WATER INSTALLATION PERMIT

Permit No.

34978

ADDRESS	LOT	BLOCK	PARCEL/CSM
787 ARMY ST			18-1420-866

- | | | |
|-------------------------------------|-------------------------------------|----------|
| ☐ | Sanitary Sewer & Water (03-40)..... | \$17.50 |
| ☒ | Storm Sewer (03-41)..... | \$15.00 |
| ☐ | Storm Sewer Assessment (03-41)..... | \$380.00 |
| ☐ | Mini-storm (03-42)..... | \$380.00 |

Date filed:

Date issued:

Owner:

Owner's Address:

Contractor

Storm Sewer lateral of CONCRETE material on
at about _____ feet _____ from manhole at the intersection of _____

Sanitary Sewer lateral of 6129 material on
at about _____ feet _____ from manhole at the intersection of _____

☐ Check if **storm** sewer not available ☐ Check if **sanitary** sewer not available

CONDITIONS OF APPROVAL:
All work shall be installed in accordance with all applicable codes, statutes and ordinances and with the conditions of this permit.
Contractor must expose and verify connection at the street prior to sewer installation.

Plumbing Supervisor

TWIRL SEWER SERVICE CO.

920-468-9919
1833 SAL ST.
GREEN BAY, WI 54302-2113

No. 32908
Name Carol Ray
Address 127 1st St
City Green Bay State WI Zip 54303
Service At _____
City _____

Twirl is not responsible for damage to the premises caused by the removal of the clean-out or drain cover or cap which is removed in the process of servicing the lines. Replacement shall be made at an additional charge for the replacement cover or cap and the labor for its installation. If the customer refuses to authorize such replacement, Twirl shall not be responsible for damage thereafter resulting from sewer gas, back-ups or leakage through such cover, cap or opening due to rain and/or other causes.

Twirl shall not be responsible for the cleaning of or damage to leaky or defective traps, improper or faulty plumbing, rusted or defective pipes, corrosion or unusual restrictions due to mineral or hard water buildup, cleaning chemicals, such as lye, lines which are settled, broken, deteriorated or damaged. If during the cleaning process, fixtures are damaged or broken or defective or corroded drainage tiles or lines are broken or if the Company's equipment becomes lodged in any such defective lines, tiles, piping or plumbing and cannot be practically removed without excavation, Twirl shall not be liable for the removal of said equipment or for the repairs or replacement of such fixtures, tiles, piping or plumbing.

Reported Problem ford man

X Carol L. Ray

Work Performed Televise 6' storm 99 ft
2nd floor 1st floor basement
clean 6.5 hrs about 100 ft
1st floor 1st floor 1st floor
Total \$285.00

Recommended Cleaning P.O.

Serviceman Ken PO# _____
Cleaned Sewer Length / Size _____ Guar. _____
C/O Condition _____
C/O Location _____
Cash _____ Check No. 444 C/C

Upon my request, the TWIRL SEWER SERVICE CO. performed services at the time and place herein stated; that the reasonable charge therefore is as stated herein; that said services were performed in an efficient and workmanlike manner, and are accepted by me as such. If this bill is not paid within 90 days, it will go to our collection agency and the initial bill will increase by 1% to cover our costs.

X Carol Ray

TWIRL SEWER SERVICE CO.

920-468-9919
1833 SAL ST.
GREEN BAY, WI 54302-2113

No. 33127
Name Carol Ray
Address 127 1st St
City Green Bay State WI Zip 54303
Service At _____
City _____

Twirl is not responsible for damage to the premises caused by the removal of the clean-out or drain cover or cap which is removed in the process of servicing the lines. Replacement shall be made at an additional charge for the replacement cover or cap and the labor for its installation. If the customer refuses to authorize such replacement, Twirl shall not be responsible for damage thereafter resulting from sewer gas, back-ups or leakage through such cover, cap or opening due to rain and/or other causes.

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Reported Problem city of

X _____

Work Performed cont from 8-15-21
rainbow 1st floor 1st floor basement
small work 1st floor
Total \$92.00

Recommended Cleaning if area access

Serviceman _____ PO# _____
Cleaned Sewer Length / Size _____ Guar. _____
C/O Condition _____
C/O Location _____
Cash _____ Check No. 444 C/C

Upon my request, the TWIRL SEWER SERVICE CO. performed services at the time and place herein stated; that the reasonable charge therefore is as stated herein; that said services were performed in an efficient and workmanlike manner, and are accepted by me as such. If this bill is not paid within 90 days, it will go to our collection agency and the initial bill will increase by 1% to cover our costs.

X _____

TWIRL SEWER SERVICE CO.

920-468-9919
1833 SAL ST.
GREEN BAY, WI 54302-2113

No. 34238
Name Carol Ray
Address 127 1st St
City Green Bay State WI Zip 54303
Service At _____
City _____

Twirl is not responsible for damage to the premises caused by the removal of the clean-out or drain cover or cap which is removed in the process of servicing the lines. Replacement shall be made at an additional charge for the replacement cover or cap and the labor for its installation. If the customer refuses to authorize such replacement, Twirl shall not be responsible for damage thereafter resulting from sewer gas, back-ups or leakage through such cover, cap or opening due to rain and/or other causes.

Twirl shall not be responsible for the cleaning of or damage to leaky or defective traps, improper or faulty plumbing, rusted or defective pipes, corrosion or unusual restrictions due to mineral or hard water buildup, cleaning chemicals, such as lye, lines which are settled, broken, deteriorated or damaged. If during the cleaning process, fixtures are damaged or broken or defective or corroded drainage tiles or lines are broken or if the Company's equipment becomes lodged in any such defective lines, tiles, piping or plumbing and cannot be practically removed without excavation, Twirl shall not be liable for the removal of said equipment or for the repairs or replacement of such fixtures, tiles, piping or plumbing.

Reported Problem storm 11099ed

X C Ray

Work Performed Televise - cannot move
Post 11099 due to heart 99 ft
cleaned 6' storm over 120 feet
to stop at sidewalk.
Green Bay City water locate
ing plates 99 ft before
sidewalk. Total \$715.00

Recommended Cleaning 267.75

Serviceman Ken PO# _____
Cleaned Sewer Length / Size 2' 0" / 120 ft
C/O Condition _____ Guar. _____
C/O Location _____
Cash _____ Check No. 444 C/C

Upon my request, the TWIRL SEWER SERVICE CO. performed services at the time and place herein stated; that the reasonable charge therefore is as stated herein; that said services were performed in an efficient and workmanlike manner, and are accepted by me as such. If this bill is not paid within 90 days, it will go to our collection agency and the initial bill will increase by 1% to cover our costs.

X Carol Ray

Northeast Sewer & Water LLC 4010
Depeau Rd New Franken, WI. 54229
4010 Depeau Rd
New Franken WI. 54229 US
jess2413@gmail.com

Northeast Sewer & Water LLC

Sewer, Sewer and Water Utilities, Installation & Repair
Pump Stations, Catch Basins, Inverts, Paved
Sewerage, Offsets, Manholes



Please call
Jesse Miller 920-680-0910
or text 920-465-0640
West Superior, WI
Over 30 years of experience

Receipt

BILL TO
Paid Pavik

Date 11/12/2021
Due Date
Payment Method Check
Reference No 5855

Invoice Date		Payment
1	11/13/2021	1400.00

Memo

BALANCE DUE

\$0.00















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

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # L.4

To hold the request by Teri Johnson, 1350 Holiday Avenue, to have sidewalks removed from the Holiday Avenue frontage of the following properties: 1344 Holiday, 1345 Holiday, 1350 Holiday, 1351 Holiday, 1354 Holiday, 1355 Holiday, 1700-1702 Briquette, and 1714 Briquette Street. (Ald. Wery)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Holiday Avenue
2. Holiday Ave - Item 4

Sent: Monday, May 2, 2022 5:27 PM

To: Steven Grenier <Steven.Grenier@greenbaywi.gov>; Chris Wery <chriswery@att.net>

Subject: RE: Holiday Avenue

How May thus be brought in front of Improvements & Services. Yes Holiday has a consistently low volume of pedestrians, and most walk on the street due to not having sidewalks on the other half of the block. Is there a law or precedent that states I have to have a sidewalk. And who does the sidewalk belong to. If it is my property, I should be allowed to remove the sidewalk. If the sidewalk belongs to the city, any and all repair should be the city's responsibility.

Teri Johnson

Sent from my Galaxy

----- Original message -----

From: Steven Grenier <Steven.Grenier@greenbaywi.gov>

Date: 5/2/22 4:45 PM (GMT-06:00)

To: teri; Chris Wery <chriswery@att.net>

Subject: RE: Holiday Avenue

Ald. Wery,

Thanks for your patience on this. Last week was one meeting after another!

When I wear my "City" hat, I can't endorse removing sidewalks. Historically, in situations like this, the request has most often been to install the walks on the properties that don't currently have them to complete the sidewalk network. That would be more consistent with the adopted Bike and Ped Plan as well.

I understand that Holiday is very likely a low volume street and that residents may feel comfortable walking without sidewalks there. It looks like Briquet Street has walk, but Locust does not.

This would be something that would have to come forward to Improvement & Services. It's not an area where traffic volumes or destinations would cause me to have a very strong opinion, like if the street fed a school or was Oneida Street. However, as a general rule, we don't support removing sidewalk once it has been installed.

If you have any other questions, please let me know.

Thanks,
Steve

Steven M. Grenier, P.E.

Director of Public Works

City of Green Bay
Department of Public Works
920.448.3097
steven.grenier@greenbaywi.gov
greenbaywi.gov

From: teri

Sent: Tuesday, April 26, 2022 6:14 AM

To: Chris Wery <chriswery@att.net>; Steven Grenier <Steven.Grenier@greenbaywi.gov>

Subject: RE: Holiday Avenue

Sidewalks are rarely used, as most individuals use the street to walk on. With the exception of home Packer games this street does not have a great deal of traffic. Thank you for your prompt response.
Teri Johnson

Sent from my Galaxy

----- Original message -----

From: Chris Wery <chriswery@att.net>

Date: 4/25/22 10:44 PM (GMT-06:00)

To: Teri Johnson, Steven Grenier <steven.grenier@greenbaywi.gov>

Subject: Holiday Avenue

Hi Teri and Steve,

Thanks for reaching out. I am going to have Director Grenier speak to the repair/replacement item. Also, Director Grenier what do you think about the sidewalk removal idea? It looks like half the block has sidewalks and the other half does not.

Alderman Chris Wery

920-490-9282

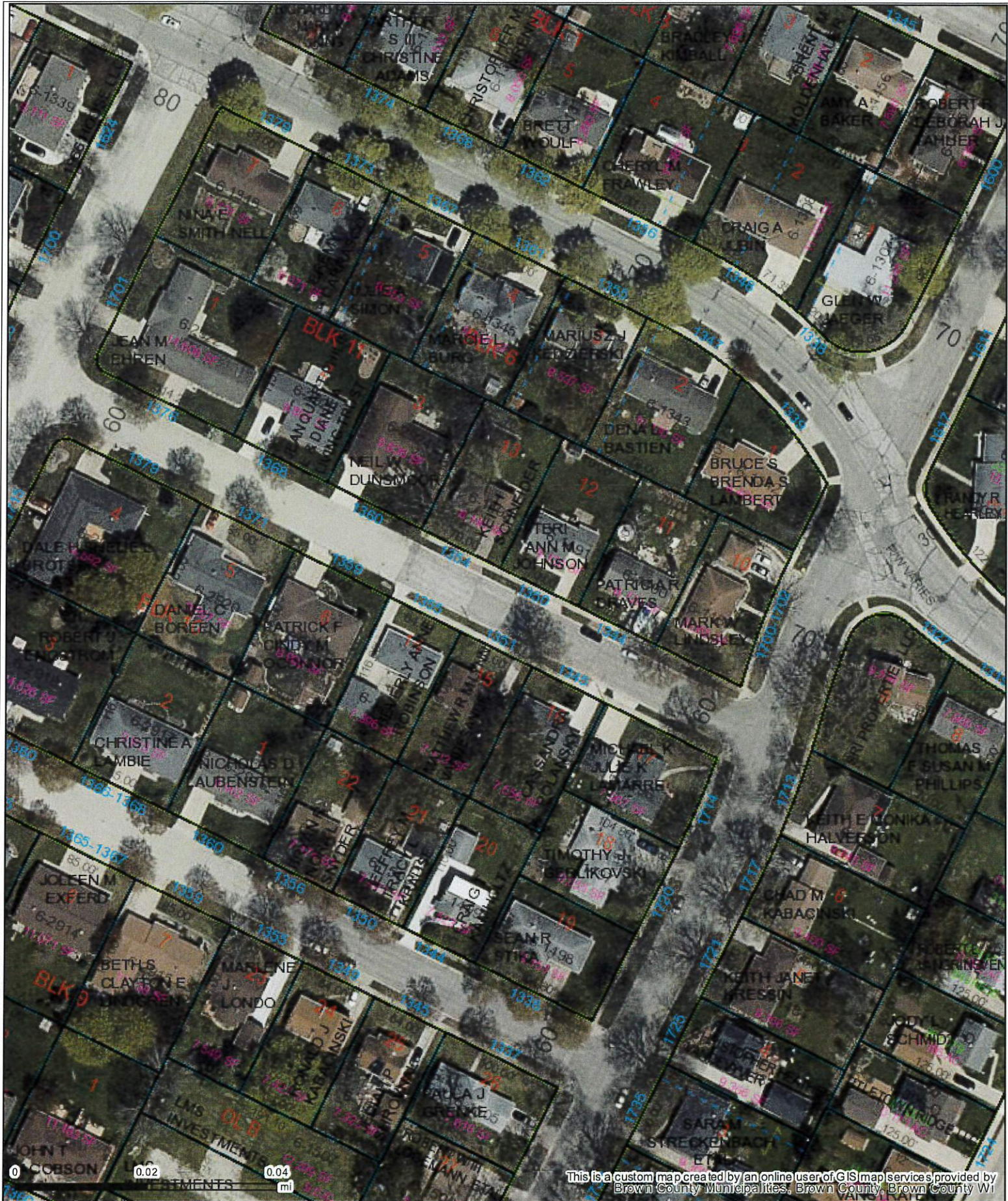
chriswery@att.net

Facebook: Alderman Chris Wery, District 8 City of Green Bay

On Thursday, April 21, 2022, 04:07:08 PM CDT, Teri Johnson wrote:

Hello Chris Wery. I live on Holiday Avenue in your district. Last year it appears that the City of Green Bay sent out what appeared to be summer help to assess or sidewalks. They were marked with either a C for City responsibility or x for residents responsibility to fix the sidewalks. There was no explanation as to how the fixed the c's and x's. I do not want my sidewalk at all, I would prefer to just have grass. The

sidewalks are on only half the block. The same for the next block and Regal street has none. Are the residents able to have the sidewalk removed/eliminated altogether rather than having them fixed. Please look into this. Teri Johnson
Thank you



Holiday Avenue

Map printed on 5/11/2022

1:1,200
1 inch = 100 feet*
1 inch = 0.0189 miles*
*original page size: 8.5"x11"
Appropriate format depends on zoom level

Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap

"hooks" indicate parcel ownership crosses a line

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

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



(920) 448-6480
www.browncountywi.gov



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

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # L.5

To approve the request by Department of Public Works to award the contract PARKS 3-22 METRO BOAT LAUNCH DOCKS at a staff level and report the award at the next regular meeting of the Improvement and Services Committee.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # L.6

To approve the request by Department of Public Works to create a twelve-foot wide utility easement at back of right-of-way on Parcels 14-1094 and 21-1283 along East Mason Street.

BACKGROUND

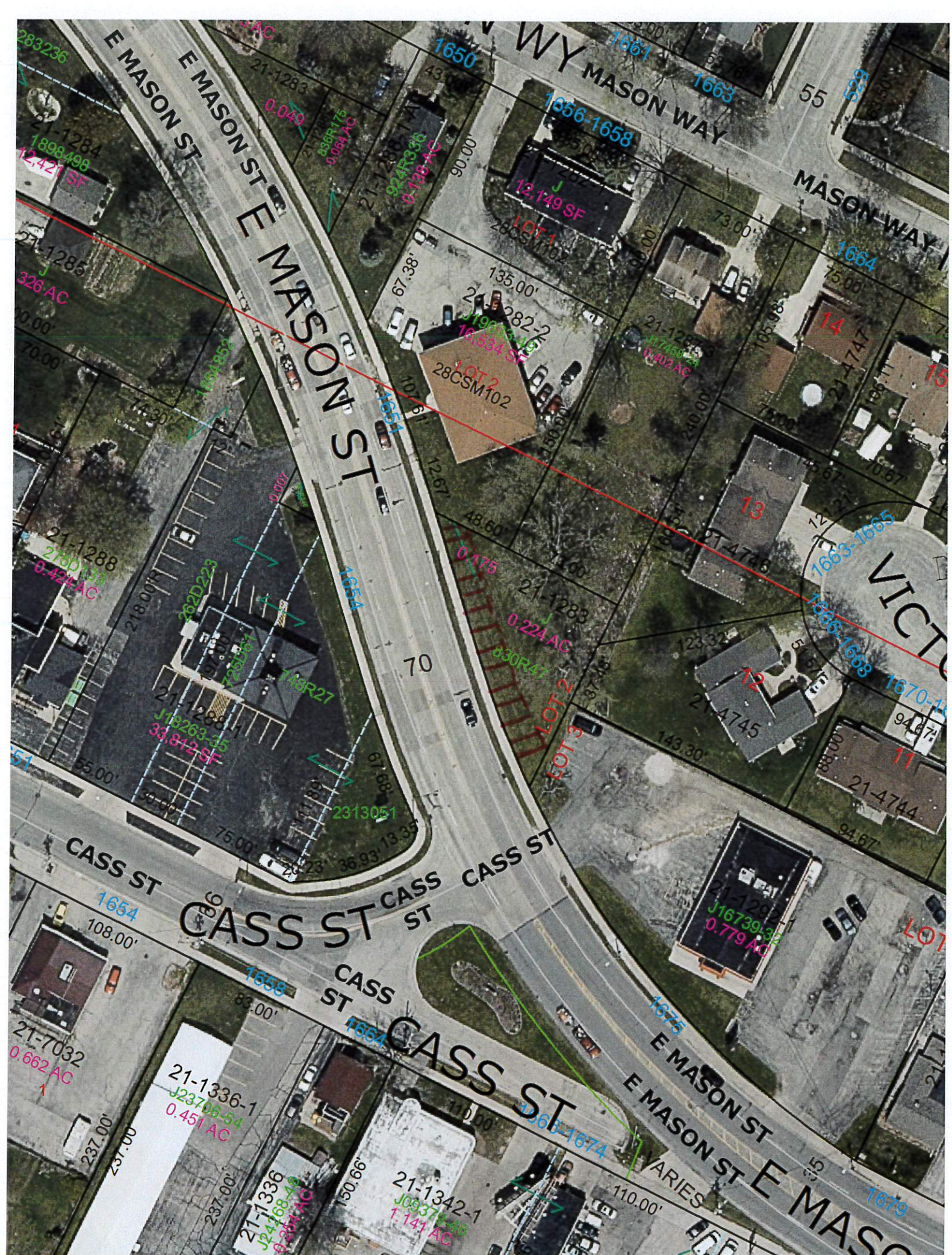
RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Parcel 14-1094 and 21-1283







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

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # L.7

To approve the text amendments to Chapters 16 & 42 relating to stormwater management.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Memo - 16_42 text amendments_Improvement Services
2. Chapter 16 42_Supporting docs
3. DRAFT GO 17-22 - Amend Chs 16, 42 - Stormwater Management



Public Works Department
100 North Jefferson Street - Room 300
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Administration | Engineering | Traffic 920.448.3100
Operations 920.448.3535
Parking 920.448.3431
Fax 920.448.3102

TO: Improvement & Services Committee

FROM: Melissa Schmitz, Resiliency Coordinator

DATE: May 3, 2022

RE: Proposed Green Infrastructure Amendments to Chapters 16 & 42

Purpose

The proposed amendments to Chapters 16 & 42 (related to stormwater management) are part of City's Green Infrastructure Code Project which began in 2019. The City is in the process of updating several municipal codes to encourage green infrastructure in stormwater management and landscaping standards.

Background

Green Infrastructure is part of a strategy to build a City resilient to a changing climate. Traditional "grey" infrastructure will continue to bear the bulk of the burden in terms of stormwater conveyance, but as a City, we should utilize innovative engineering approaches and best management practices such as green infrastructure to minimize impacts to City infrastructure and private property, and reduce pollutants from stormwater discharges.

Green Infrastructure Code Project Timeline

July – October 2019- City applied for and was awarded a Great Lakes Champions Grant to identify barriers and opportunities in codes, ordinances, and policies to support green infrastructure implementation in the City of Green Bay.

November 2019 – UW Sea Grant Outreach Specialist gave Green infrastructure 101 and code audit presentation to Sustainability Commission and Common Council.

January 2020 – With funding from the Great Lakes Champions grant, a consultant was hired to audit of the City's codes using the *Tackling Barriers to Green Infrastructure: An Audit of Local Codes and Ordinances* by the UW Sea Grant Institute.

February 2020- Green Infrastructure Code Workshop held for City staff from CED, DPW, Finance, IT, Law, Mayor's Office, Parks, and Water Utility.

October 2020 – Consultant completed draft markup and recommended revisions of Chapters 16 (Environment), 24 (Nuisances), 42 (Utilities), and 44 (Zoning). Recommendations were presented to the Sustainability Commission, Development Team, and Public Works staff.

November 2020 – Chapter 44 Q&A with CED Land Development Team, Zoning, consultant, and Resiliency Coordinator.

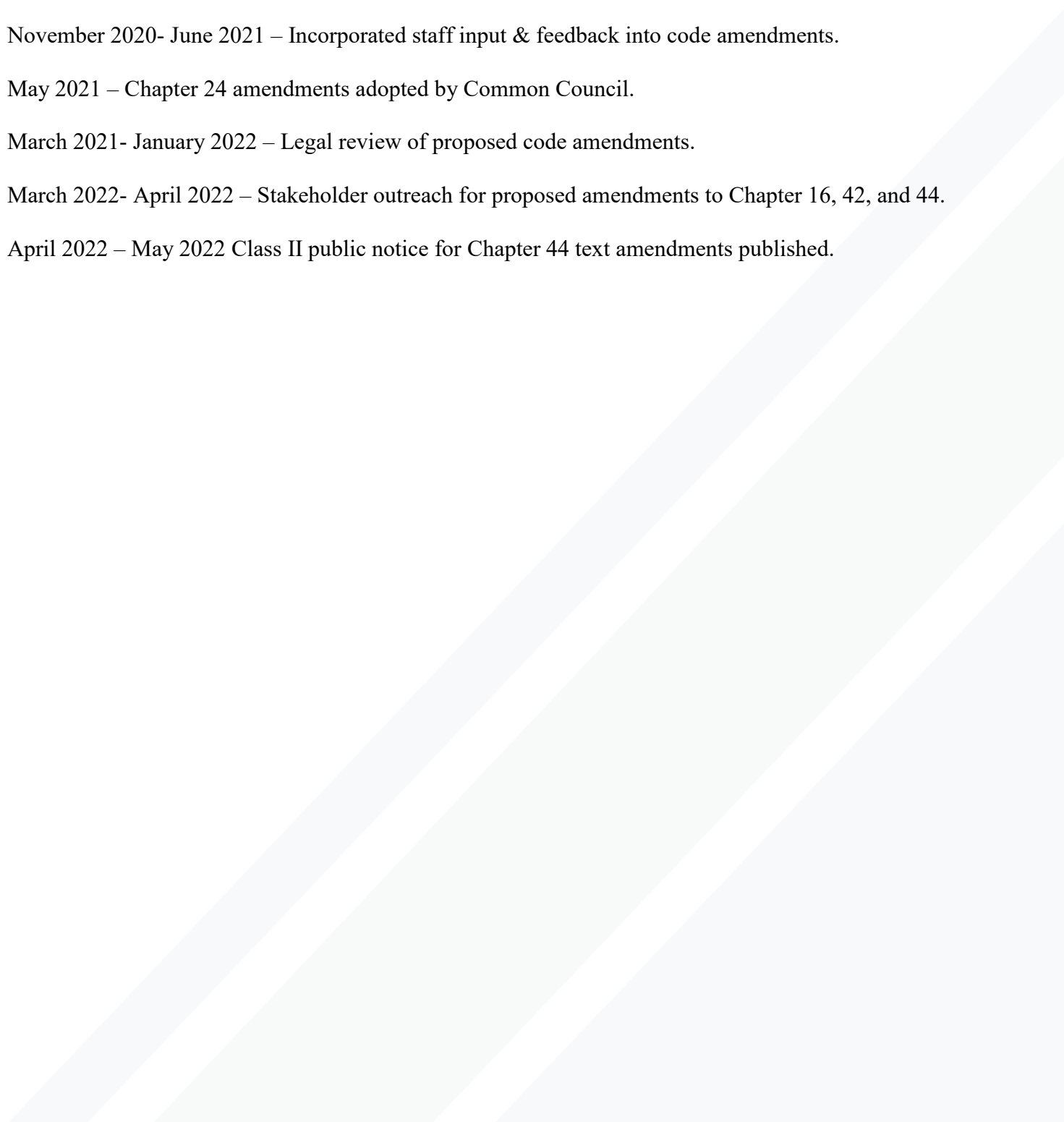
November 2020- June 2021 – Incorporated staff input & feedback into code amendments.

May 2021 – Chapter 24 amendments adopted by Common Council.

March 2021- January 2022 – Legal review of proposed code amendments.

March 2022- April 2022 – Stakeholder outreach for proposed amendments to Chapter 16, 42, and 44.

April 2022 – May 2022 Class II public notice for Chapter 44 text amendments published.



Tackling Barriers to Green Infrastructure:

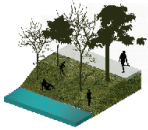
THE CITY OF GREEN BAY CODE CHANGES



GI ?

WHAT IS A GREEN INFRASTRUCTURE (GI) CODE AUDIT?

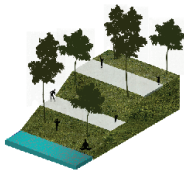
It is an approach municipalities use to audit, revise and prioritize codes that inhibit the use of green infrastructure.



WHY

DID THE CITY EXAMINE ITS CODES FOR GI?

Revising and adopting code recommendations sets the stage for greater use of GI, thereby increasing resilience to environmental, social and economic challenges.



WHAT

ARE THE BENEFITS OF GI?

- *Protect private & public properties from flood hazards*
- *Improve water quality of local waterways*
- *Increase resiliency for changing climate patterns*
- *Improves community livability*
- *Long-term cost savings*



KEY

MUNICIPAL CODES EXAMINED:

Chapters 16, 24, 42, 44

- *Definitions*
- *Architectural Design Standards*
- *Landscaping Standards*
- *Parking*
- *Permeable Materials and Surfacing*
- *Pollutant Reduction Through Site Plan Review*
- *Post-Construction Stormwater Standards and Long-Term Maintenance*

For more information please contact:

Community & Economic Development Department
920.448.3407

Chapter 44

Public Works Department
920.448.3040

Chapters 16, 24 and 42



WISCONSIN SEA GRANT WITH SUPPORT FROM THE NOAA COASTAL STORMS PROGRAM

Click
Link

[Tackling Barriers to Green Infrastructure](#)

City of Green Bay, Wisconsin
Green Infrastructure Codes Project
Summary of Text Amendments

CHAPTERS 16 (Environment) & 42 (Utilities) – RELATING TO STORMWATER MANAGEMENT**		
BMP=best management practice, SWM=stormwater management, GI=green infrastructure; ERU=equivalent runoff units		
Code Sections	Areas	Key Text Amendments
Sec. 16-79	General Definitions	Green infrastructure definitions added.
Sec. 16-81 (j)	BMP Location	Cisterns, Stormwater Planter Box added as onsite BMPs
Sec. 16-82	BMP Installation certification	Wisconsin-licensed landscape architect, arborist, or nursery professional shall certify vegetation planting and vegetation establishment one full growing season after planting.
Sec. 16-84	Maintenance Agreement	Establishment, verification, maintenance schedule for vegetated SWM, GI, and propriety SWM devices.
Sec. 42-203	Permeable Surfaces	Acceptable pervious surfaces to include approved permeable surfacing and green roofs - exempt from ERU calculation.
Sec. 42-203 (d)	Definitions	Definition for <i>permeable surfacing</i> added & <i>stormwater system</i> amended.

CHAPTER 44 – ZONING*		
Code Sections	Areas	Key Text Amendments
Sec. 44 -249	General Definitions	Green infrastructure definitions added.
Sec. 44 - 358	Permitted Setback Encroachments	Cisterns, stormwater planter boxes & other rainwater harvesting added as a permitted setback encroachment.
Sec. 44 -1694	Surfacing	Permeable pavement and other surfacing systems meeting WI DNR Technical Standards are acceptable to meet the purposes of the section.
Sec. 44 - 1917	Pollutant reduction in service, loading, and storage areas	Standards for trash receptacles and dumpsters updated to address drainage & covers. Changes also apply to Parking Lot Alterations.
Sec. 44 - 1964	Perimeter Landscape Buffers	Increase buffer widths by at least 5 feet between uses to improve water quality and stormwater runoff management.

City of Green Bay, Wisconsin
Green Infrastructure Codes Project
Summary of Text Amendments

Sec. 44 - 1965	Interior parking lot landscaping for landscaping islands & medians	Islands 10' wide x 18' long. Medians 10' wide. Minimum soil depth of 3 ft. A minimum soil volume of 1,200 ft ³ per tree. No more than 10% of the surface area of any island or median may be non-living material.
Sec. 44 - 1967	Building foundation Landscaping	Foundation plantings shall be installed across 80% of the length of the façade of the building. One tree/50 ft. May consist of trees planted in structural soils, permeable pavement. Minimum soil volume of 600 ft ³ / tree.
Sec. 44 - 1968	Plant materials	Attempt to preserve existing trees with a diameter of 6" DBA or greater. Minimum of 90% area required to be landscaped shall be covered in live material.
Sec. 44 - 1968	Plant materials (cont'd)	Plants indigenous to WI shall comprise no less than two-thirds (2/3) of the proposed trees and sixty percent (60%) of proposed shrubs, and shall be species proven adaptable to the climate and site conditions.
Sec. 44 - 1968	Plant materials (cont'd)	Where twenty (20) or more trees are proposed, at least three (3) species of tree shall be utilized.
Sec. 44-1969	Maintenance & installation of landscape materials	Plantings under this ordinance shall be maintained perpetually and replaced if they die or are substantially weakened or damaged. If plantings succumb due to site conditions to which they are ill adapted, they shall be replaced with more culturally suitable species of the same type.

*Questions or comments relating to Chapter 44: madison.smith@greenbaywi.gov; 920-448-3407

**Questions or comments relating to Chapter 16 and 42: melissa.schmitz@greenbaywi.gov; 920-448-3040

GENERAL ORDINANCE NO. XX-22

**AN ORDINANCE AMENDING CHAPTERS 16 AND 42,
GREEN BAY MUNICIPAL CODE, RELATING TO
STORMWATER MANAGEMENT**

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

SECTION 1. Section 16-35, Green Bay Municipal Code, is hereby amended to read:

Land disturbing construction activity (or disturbance) means any ~~manmade~~ **human-made** alteration of the land surface resulting in a change in the topography or existing vegetative or non-vegetative soil cover, that may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of the state. The term "land disturbing construction activity" includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling and grading activities, and soil stockpiling.

SECTION 2. Section 16-78(a)(4), Green Bay Municipal Code, is hereby created to read:

- (a) (4) Promote stormwater best management practices, including the use of green infrastructure, particularly where such can support efficient site design, reduce urban heat island impacts, increase beneficial tree canopy, and alleviate localized nuisance flooding.

SECTION 3. The following definitions are hereby added to Section 16-79, Green Bay Municipal Code:

Amended soil area or *soil amendment* means those landscaped portions of a site where decomposed organic material has been incorporated into the soil to improve its performance for infiltration and vegetation, enabling the area to function as a vegetated control measure.

Bioretention area means an excavated area that is back-filled with a prepared or amended soil mixture, which may or may not be covered with a mulch layer and planted with a diversity of woody or herbaceous vegetation, to which stormwater is directed to promote filtration, infiltration and/or evapotranspiration. Such an area may also be known as a "rain garden."

Cistern means a collection system that does not exceed 5,050 gallons and detains rainwater or stormwater runoff in above-ground or underground storage tanks for later outdoor use. A cistern of under one hundred twenty (120) gallons in capacity typically is known as a "rain barrel."

Cumulative land development means the cumulative area of all land development activities that have occurred and are proposed on a site or common development since the City's Stormwater Management ordinance was enacted in December 2001.

Director and *Director of Public Works* mean the Director of the Department of Public Works, or their designee.

Green infrastructure means any combination of landscaping, facilities, or equipment that captures rain at or near the site where it falls through infiltration, evapotranspiration, or storage for

beneficial use or delayed discharge. Green infrastructure includes, but is not limited to, amended soil areas, bioretention areas, biofiltration areas, rain gardens, green roofs, vegetated or biofiltration swales, landscaping with deeply-rooted plants in amended soil, rain barrels, stormwater trees, permeable pavements, planter boxes, and vegetated buffer strips, as well as the removal of structures or pavements to allow revegetation.

Green roof means an engineered roofing system that includes vegetation planted into a growing medium above an underlying waterproof membrane material which is designed to reduce the volume or peak flow of stormwater runoff from a building roof.

Green wall means the use of a supporting structure or wall panel installed to enable plants to grow vertically along the façade of a building or structure in order to provide air and water quality improvement as well as aesthetic enhancement.

Permeable surfacing means a material or materials and accompanying subsurface treatments designed and installed specifically to allow stormwater to penetrate into the material, thereby reducing the volume of stormwater runoff from the surfaced area. Permeable surfacing may include, without limitation, permeable interlocking pavers, concrete lattice pavers, porous blocks or pavers or similar structural support materials, and permeable concrete or asphalt.

Stormwater planter box means a structure with vertical walls and an open or closed bottom, which may be attached to a building or structure, that is planted with a soil medium and vegetation intended to collect, absorb, and filter runoff from impervious surfaces. Planter boxes may also be known as stormwater planters, infiltration planters, and flow-through planters.

Stormwater tree means a tree selected and installed, either with or without an engineered box or structure, as an integral and intentional component of a stormwater management or landscape plan, at points or sites where the tree will have the effect of capturing stormwater runoff and increasing tree canopy coverage.

Vegetated buffer strip or *vegetative filter strip* means a vegetated area designed, constructed, and planted as an integral and intentional component of a stormwater management or landscape plan, in a manner specifically intended to collect and slow stormwater runoff and promote uptake by plants and soils. A vegetated filter strip also may be designed in a manner that provides visual and noise buffering between uses. A “vegetated buffer strip” also may be known as a “vegetated filter strip.”

SECTION 4. Section 16-79, Green Bay Municipal Code, is hereby amended to read:

In-fill area means an undeveloped area of land located within an existing urban sewer service area surrounded by development ~~or development and~~ **and/or** natural or ~~manmade~~ **human-made** features where development cannot occur.

Infiltration system means a **designed and constructed** device or practice such as a basin, trench, **bioretention area**, rain garden, or swale designed specifically to encourage infiltration, ~~but~~ **This term** does not include natural infiltration in pervious surfaces such as lawns, redirecting of rooftop downspouts onto lawns, or minimal infiltration from practices, such as swales or ~~road~~ **roadside** channels designed for conveyance and pollutant removal only.

Land disturbing construction activity or disturbance means any ~~manmade~~ **human-made** alteration of the land surface resulting in a change in the topography or existing vegetative or non-vegetative soil cover; that may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of the state. Land disturbing construction activity includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling and grading activities, and soil stockpiling.

Maximum extent practicable or *MEP* means the highest level of performance that is achievable, but is not equivalent to a performance standard identified in this article which ~~takes into account~~ **considers** the best available technology, cost effectiveness, and other competing issues such as human safety and welfare, endangered and threatened resources, historic properties and geographic features. MEP allows flexibility in ~~the way to meet~~ **meeting** the performance standards and may vary based on the performance standard and site conditions.

Separate storm sewer means a conveyance or system of conveyances including roads with drainage systems, streets, ~~catchbasins~~ **catch basins**, curbs, gutters, ditches, constructed channels, or storm drains, which meets all of the following criteria:

- (1) Is designed or used for collecting water or conveying runoff.
- (2) Is not part of a combined sewer system.
- (3) Is not draining to a stormwater treatment device or system.
- (4) Is not part of a publicly-owned wastewater treatment works that provides secondary or more stringent treatment.
- (5) Discharges directly or indirectly to waters of the state or the U.S.

Top of the channel means an edge, or point on the landscape, landward from the ordinary ~~high-water~~ **high-water** mark of a surface water of the state, where the slope of the land begins to be less than 12 percent continually for at least 50 feet. If the slope of the land is 12 percent or less continually for the initial 50 feet, landward from the ordinary ~~high-water~~ **high-water** mark, the top of the channel is the ordinary ~~high-water~~ **high-water** mark.

Urban expansion district means those areas of the City which are located on the fringe of the Urban Service District and are already partially served and/or fully served with minimal additional facilities expansion, ~~as and is delineated on the~~ **most recent** City development district map ~~approved by ordinance dated December 1990.~~

Urban reserve district means those areas of the City in which land divisions are not allowed due to their distance from the urbanized and serviced areas of the City, ~~as and is delineated on the~~ **most recent** City development district map ~~approved by ordinance dated December 1990.~~

Urban service district means those areas of the City in which infilling is encouraged because they are already fully serviced by urban facilities, are within one **(1)** mile of an existing neighborhood park, and are within the City's developable areas, as designated in the Comprehensive Plan; and is ~~as~~ delineated on the **most recent** City development district map ~~approved by ordinance dated December 1990.~~

SECTION 5. Section 16-80(a), Green Bay Municipal Code, is hereby amended to read:

(a) *Applicability.* This article applies to land development, land disturbance, and ~~or~~ land disturbing construction activities that meet the applicability criteria specified in this section. This article also applies to land development activities that are smaller than the minimum applicability criteria if such activities are part of a larger common plan of development, cumulative development area, or sale that meets the following applicability criteria, even though multiple separate and distinct land development activities may take place at different times on different schedules.

SECTION 6. Section 16-81(a), Green Bay Municipal Code, is hereby amended to read:

(a) *Responsible party.* The landowner ~~or~~ of the post-construction site, or any other person ~~contracted or obligated by other agreement with the landowner to implement and maintain post-construction stormwater BMPs~~ management measures, is deemed the responsible party and shall comply with this article.

SECTION 7. Section 16-81(e), Green Bay Municipal Code, is hereby amended to read:

(e) *Stormwater discharge quantity.* Unless otherwise provided for in this article, all land development activities subject to this article shall establish on-site management practices to control the peak flow rates of stormwater discharged from the site as described in this article. The amount of peak discharge control previously required for the site shall not be reduced as a result of the proposed development or land disturbance. Infiltration of stormwater runoff shall be in accordance with Wis. Admin. Code Ch. NR 151 and WDNR ~~technical standards~~ Technical and Guidance Standards.

- (1) On-site management practices shall be used to meet the minimum performance standards for each development district as described in the applicable subsection below.
 - a. All developments ~~less~~ smaller than five (5) acres in size in the Urban Service District shall not increase peak flow rates of stormwater runoff from that which would have resulted from the same storm occurring over the site with the land in its existing land use conditions for design rainfall events with recurrence intervals of two, ten, and 100 years. The Director ~~of Public Works~~ may require more stringent or less stringent criteria if it has been determined that the downstream storm sewers can or cannot handle the runoff from the site.
 - b. All developments five (5) acres in size or ~~more~~ larger in the Urban Service District shall be subject to the criteria described in subsection (e)(1)c. of this section. The Director ~~of Public Works~~ may require more stringent or less stringent criteria if it has been determined that the downstream storm sewers can or cannot handle the runoff from the site.
 - c. All proposed land developments in the Urban Reserve and Urban Expansion Districts shall not increase peak flow rates of stormwater runoff from that which would have resulted from the same storm occurring over the site with the land in its pre-development land use conditions for design rainfall events with recurrence intervals of two, ten, and 100 years. The Director ~~of Public Works~~ may require more stringent or

less stringent criteria if it has been determined that the downstream storm sewers can or cannot handle the runoff from the site.

SECTION 8. Section 16-81(f), Green Bay Municipal Code, is hereby amended to read:

(f) *Stormwater discharge quality.* Unless otherwise provided for in this article, all land development activities subject to this article shall establish on-site management practices to control the quality of stormwater discharged from the site. ~~The amount of total suspended solids control previously required for the site shall not be reduced as a result of the proposed development or land disturbance.~~ On-site management practices shall be used to meet the following minimum ~~standard~~ **standards** established for each development district:

- (1) Stormwater management measures in the Urban Expansion District and Urban Reserve District shall be designed to remove, on an average annual basis, a minimum of **eighty (80)** percent of the total suspended solids load from the proposed on-site development when compared to the proposed on-site development without stormwater management measures. The effectiveness of the stormwater management measures shall be evaluated using criteria provided by the Director ~~of Public Works~~.
- (2) Stormwater management measures **for developments** in the Urban Service District ~~less~~ **smaller** than five **(5)** acres shall be designed to remove, on an average annual basis, a minimum total suspended solids load of **forty (40)** percent for redevelopment sites and a minimum of **eighty (80)** percent for new development from the proposed on-site development when compared to the proposed on-site development without stormwater management measures. The effectiveness of the stormwater management measures shall be evaluated using criteria provided by the Director ~~of Public Works~~.
- (3) The Director ~~of Public Works~~ may require stormwater management measures in the Urban Service District for developments five acres or ~~greater~~ **larger** to be designed to remove, on an average annual basis, a minimum of **eighty (80)** percent of the total suspended solids load from the proposed on-site development when compared to the proposed on-site development without stormwater management measures. The effectiveness of the stormwater management measures shall be evaluated using criteria provided by the Director ~~of Public Works~~.
- (4) Discharge of urban stormwater pollutants to natural wetlands shall have pretreatment and vegetative buffers, unless otherwise exempted by the Director ~~of Public Works~~.
- (5) Infiltration of stormwater runoff shall be in accordance with Wis. Admin. Code Ch. NR 151 and WDNR ~~technical standards~~ **Technical and Guidance Standards**. When **an applicant proposes** infiltration basins, bio-filtration or bio-infiltration basins, or other such practices ~~are proposed as a BMP~~ **BMPs** for the site, **the stormwater management plan required under Section 16-82 shall contain** a soils investigation following WDNR ~~technical standard~~ **Technical Standard** 1002.
- (6) Stormwater discharges shall have pretreatment prior to infiltration to prolong maintenance of the infiltration practice and to prevent discharge of stormwater pollutants at concentrations that will result in exceedance of groundwater preventive action limits or

enforcement standards established by the Department of Natural Resources in Wis. Admin. Code Ch. NR 140. Stormwater infiltration is prohibited under the following circumstances:

- a. Stormwater generated from highly contaminated source areas at manufacturing industrial sites;
 - b. Stormwater carried in a conveyance system that also carries contaminated, non-stormwater discharges;
 - c. Stormwater generated from active construction sites.
- (7) Petroleum products in runoff from gas pump areas and vehicle maintenance areas shall be controlled with a properly designed and maintained oil and grease separator, or other equivalent practice. The structure or practice shall remove all visible sheen from the runoff prior to discharge to waters of the state, the U.S., or the City's storm sewer system. **A With appropriate documentation, a combination of the following BMPs or others may be used and, maintained with appropriate documentation to prevent or treat petroleum in runoff:** canopies, oil and grease separator **separators**, petroleum spill cleanup materials, or any other structural or nonstructural **method methods** of preventing or treating petroleum in runoff.
- (8) Stormwater ponds and infiltration devices shall not be located closer to water supply wells than indicated below without first notifying the Director of Public Works.
- a. 100 feet from a private or transient non-public water supply well;
 - b. 1,200 feet from a municipal water supply well; or
 - c. The boundary of a recharge area to a well identified in a well head area protection plan.
- (9) The amount of total suspended solids control previously required for the site shall not be reduced as a result of the proposed **land** development ~~or, **land** disturbance, or **land-disturbing construction activities**~~.
- (10) Pollutant loading models such as SLAMM, P8, or equivalent methodology shall be used to evaluate the efficiency of the design in reducing total suspended solids.
- (11) If the design cannot achieve the applicable total suspended solids reduction **requirement** specified, the stormwater management plan shall include a written and site-specific explanation why that level of reduction is ~~is not~~ **cannot be** attained, and the total suspended solids load shall be reduced to the maximum extent practicable.
- (12) More or less stringent treatment limits may be required at the discretion of the Director of Public Works.
- (13) ~~The maximum~~ **Maximum** extent practicable applies when a person who is subject to a performance standard of **under** this article demonstrates to the ~~City of Green Bay's~~ **Director's** satisfaction that a performance standard is not achievable and that a lower level

of performance is appropriate. In making ~~this~~ **the** assertion that a performance standard is not achievable and that a level of performance different from the performance standard is ~~the maximum extent practicable~~, the responsible party shall ~~take into account~~ **consider** the best available technology, cost effectiveness, geographic features, and other competing interests such as protection of public safety and welfare, protection of endangered and threatened resources, and preservation of historic properties.

SECTION 9. Section 16-81(g), Green Bay Municipal Code, is hereby amended to read:

(g) *Technical standards.* The following methods shall be used in designing and maintaining the water quality, peak discharges and infiltration, protective area, and fueling/vehicle maintenance components of stormwater practices needed to meet the water quality standards of this article:

- (1) Consistent with the ~~technical standards~~ **Technical and Guidance** identified, developed, or disseminated by the Wisconsin Department of Natural Resources under Subch. V of Wis. Admin. Code Ch. NR 151 (Wis. Admin. Code §§ NR 151.30—151.32) and as modified herein:
 - a. Interior pond slopes shall be 4:1.
 - b. ~~Top of berm~~ **The top of all berms for stormwater facilities** shall be ten **(10)** feet wide unless analysis is shown that a lesser width is acceptable to withstand saturated soil pressure.
- (2) Where technical standards have not been identified or developed by the Wisconsin Department of Natural Resources, other technical standards may be used provided that the methods **are generally consistent with standards adopted by other Wisconsin jurisdictions and have been submitted to and** ~~have been approved by the City of Green Bay~~ **Director**.

SECTION 10. Section 16-81(h)(1)b., Green Bay Municipal Code, is hereby amended to read:

- (h)(1) b. For perennial and intermittent streams identified on a United States ~~geological survey~~ **Geological Survey** 7.5-minute series topographic map, or a county soil survey map, whichever is more current: 50 feet.

SECTION 11. Section 16-81(j), Green Bay Municipal Code, is hereby amended to read:

(j) *BMP location.*

- (1) To comply with the performance standards required under this section, BMPs **and stormwater management measures** may be located on-site or off-site as part of a regional stormwater device, practice, or system, but shall be installed in accordance with Wis. Admin. Code § NR 151.003.
- (2) **In addition to complying with Wis. Admin. Code § NR 151.003, additional requirements apply to certain onsite BMPs, as described in this section.**

- a. **Cisterns.** An above-ground cistern shall be limited to a maximum of 5,050 gallons. The cistern shall be installed with proper mosquito/vector control and shall comply with applicable setback requirements.
 - b. **Stormwater Planter Box.** Planter boxes should not be used in areas where their operation may create a risk for basement flooding, interfere with subsurface sewage disposal systems, or affect other underground structures. Stormwater planters should be designed so that overflow drains away from buildings to prevent negative impacts to structures.
- (3) The Administering Authority may approve off-site management measures, provided that all of the following conditions are met:
- a. The administering authority determines that the post-construction runoff is covered by a stormwater management system plan that is approved by the ~~City of Green Bay~~ **Director** and that contains management requirements consistent with the purpose and intent of this article.
 - b. The off-site facility meets all of the following conditions:
 - 1. The facility ~~is in place~~ **has already been constructed and is currently serving a stormwater management function.**
 - 2. The facility is designed and adequately sized to provide a level of stormwater control equal to or greater than that which would be afforded by on-site practices meeting the performance standards of this article.
 - 3. The facility has ~~a legally obligated entity responsible for its long-term operation and maintenance~~ **entered into a valid maintenance agreement in accordance with Section 16-84.**

SECTION 12. Section 16-82(b)(1), Green Bay Municipal Code, is hereby amended to read:

- (b)(1) Unless otherwise exempted or excluded by this article, a permit application must be accompanied by the following ~~in order for the permit application~~ to be considered by the Director of Public Works:

SECTION 13. Section 16-82(e)(4), Green Bay Municipal Code, is hereby amended to read:

- (e)(4) ~~Practice~~ **BMP** installations required as part of this article shall be certified as-built by a Wisconsin-licensed professional engineer. **When required by the Director, a Wisconsin-licensed landscape architect, an arborist, or a nursery professional shall certify vegetation planting and vegetation establishment one full growing season after planting.**

SECTION 14. Section 16-82(e)(7), Green Bay Municipal Code, is hereby amended to read:

- (e)(7) A permittee, landowner, or responsible party shall maintain all stormwater management practices specified in the approved stormwater management plan **in a healthy and functioning condition** until the practices either become the responsibility of the City of Green Bay or are transferred to subsequent private owners as specified in the approved maintenance agreement. **This requirement includes, but is not limited to, all trees, vegetated practices, amended soil areas where impervious cover has been removed, and vegetation established according to the stormwater management plan.**

SECTION 15. Section 16-82(e)(11), Green Bay Municipal Code, is hereby amended to read:

- (e)(11) Where a stormwater management plan involves **a** change in **the** direction of some or all runoff ~~off of~~ **from** a site, increases in peak rate, and/or **a change in the** total volume of runoff from the site, it shall be the responsibility of the permittee to obtain from adjacent property owners any easements or other necessary property interests concerning the prevention of endangerment to property or public safety and flowage of water per Section 16-81(e)(6). Issuance of this permit does not create or affect any such rights.

SECTION 16. Section 16-83(a), Green Bay Municipal Code, is hereby amended to read:

- (a) *Plan requirements.* ~~The~~ **Every applicant for a permit under Section 16-82 shall submit** **a** stormwater management plan ~~required under Section 16-82.~~ **The application** shall contain ~~any such~~ **sufficient** information **for** the Director of Public Works ~~may need to evaluate the~~ environmental characteristics of the area affected by land development activity, the potential impacts of the proposed development upon the quality and quantity of stormwater discharges, the potential impacts upon the area's water resources and drainage utilities, and the effectiveness and acceptability of proposed stormwater management measures in meeting the performance standards set forth in this article. Unless specified otherwise by this article, stormwater management plans shall contain, at a minimum, the information described below:

...

- (8) A discussion as to what short-term and long-term ~~best management practices~~ **BMPs** will be utilized during the course of construction and post-construction, including a complete construction/installation schedule.
- (9) A statement that the selected ~~BMP's~~ **BMPs** are designed in accordance with WDNR Technical **and Guidance** Standards. If they are not, a discussion as to how the design differs from the Technical **and Guidance** Standards and the reason for the variance.
- (10) ~~Are there~~ **A description of any** special construction, installation, and short-term/long-term maintenance items that need to be considered for the life of each stormwater management practice proposed, ~~if so, what are they and at what frequency are these items to be addressed.~~ **Include a list of the items and the frequency at which they are to be addressed.**

...

SECTION 17. Section 16-84(b)(2), Green Bay Municipal Code, is hereby amended to read:

- (b)(2) Identification of the **location and type of all** stormwater **collection, treatment, storage, and conveyance** facilities and designation of the drainage area served by ~~the facilities.~~ **each such facility, including the following:**
- a. **Identification of any special construction, installation, and short-term/long-term maintenance items to be considered for the life of each stormwater management practice proposed, and the frequency with which each consideration must be addressed.**
 - b. **For vegetated stormwater management measures and green infrastructure, identification of the season(s) within which plant materials are recommended to be established, the length of time required for establishment, and when verification is expected to occur.**
 - c. **Identification of all maintenance specifications for proprietary stormwater management devices to be used as part of the stormwater management plan.**

SECTION 18. Section 16-84(b)(4), Green Bay Municipal Code, is hereby amended to read:

- (b)(4) A schedule of regular maintenance of **indicators, activities, and frequencies for** each facility or aspect of the stormwater management system, **including the maintenance of vegetation and trees, as applicable,** consistent with the stormwater management plan.

SECTION 19. Section 16-106, Green Bay Municipal Code, is hereby amended to read:

Municipal separate storm sewer system (MS4), as defined in Wis. Admin. Code Ch. NR 216, means a conveyance or system of conveyances including roads with drainage systems, municipal streets, ~~catch basins~~ **catch basins**, curbs, gutters, ditches, constructed channels or storm drains, which meets all the following criteria:

- (1) Is owned or operated by a municipality;
- (2) Is designed or used for collecting or conveying stormwater;
- (3) Is not a combined sewer conveying both sanitary and stormwater; and
- (4) Is not part of a publicly owned wastewater treatment works that provides secondary or more stringent treatment.

Pollution, as defined in Wis. Stats. Ch. 283, means any ~~manmade~~ **human-made** or ~~man-induced~~ **human-induced** alteration of the chemical, physical, biological, or radiological integrity of water.

*Stormwater management plan/stormwater pollution ~~prevention plan~~ **prevention plan*** means documents which describe the best management practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable.

SECTION 20. Section 42-203(a)(3), Green Bay Municipal Code, is hereby amended to read:

- (a) (3) The City further finds that pervious surfaces are preferable to impervious surfaces for managing stormwater. Accordingly, the calculation of equivalent runoff units (ERU), which are used to calculate stormwater utility charges, as detailed in this chapter, shall be limited to impervious surface area. Pervious surfaces, such as forested areas, yard and terrace trees, lawns, gardens, planned natural landscaping, **approved permeable surfacing, green roofs,** and undeveloped property shall be exempt from the calculation of ERU and stormwater utility charges.

SECTION 21. The following definition is hereby added to Section 42-203(d), Green Bay Municipal Code:

Permeable surfacing means a material or materials and accompanying subsurface treatments designed, installed, and maintained specifically to allow stormwater to penetrate into the material, thereby reducing the volume of stormwater runoff from the surfaced area. Permeable surfacing may include, without limitation, permeable interlocking pavers, concrete lattice pavers, porous blocks or pavers or similar structural support materials, and permeable concrete or asphalt.

SECTION 22. Section 42-203(d), Green Bay Municipal Code, is hereby amended to read:

Stormwater system means any natural or manmade stormwater conveyance facility operated or maintained by the City, including, but not limited to, retention/detention ponds, ditches, storm sewer, roads, **green infrastructure stormwater management measures,** and navigable and non-navigable waterways.

SECTION 23. Section 42-203(f)(4), Green Bay Municipal Code, is hereby amended to read:

- (f) (4) The Administrator may revoke the credit if the basis for the credit has materially changed. The Administrator shall provide ~~a 30-day advance~~ written notice of any proposed revocation **at least 30 days in advance thereof.**

SECTION 24. Section 42-203(i)(3), Green Bay Municipal Code, is hereby amended to read:

- (i) (3) The customer has **thirty (30)** days from the decision of the Administrator to file a written appeal to the City of Green Bay Improvement and Services Committee. In considering an appeal, the ~~City of Green Bay Improvement and Services~~ Committee shall determine whether the stormwater utility charge is fair and reasonable and, in the event the appeal is granted, whether ~~or not~~ a refund is due the appellant and the amount of the refund. The Committee shall conduct a formal or informal hearing and obtain sufficient facts upon which to make a determination. The Committee's decision shall be based upon the evidence presented to it. After making such determination, the ~~Improvement and Services~~ Committee shall forward its recommendation to the Common Council for final approval.

SECTION 25. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 26. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2022.

APPROVED:

Mayor

ATTEST:

Clerk

MS

[Date]

GENERAL ORDINANCE NO. 17-22

AN ORDINANCE AMENDING CHAPTERS 16 AND 42, GREEN BAY MUNICIPAL CODE, RELATING TO STORMWATER MANAGEMENT

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

SECTION 1. Section 16-35, Green Bay Municipal Code, is hereby amended to read:

Land disturbing construction activity (or disturbance) means any ~~manmade~~ human-made alteration of the land surface resulting in a change in the topography or existing vegetative or non-vegetative soil cover, that may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of the state. The term "land disturbing construction activity" includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling and grading activities, and soil stockpiling.

SECTION 2. Section 16-78(a)(4), Green Bay Municipal Code, is hereby created to read:

(a) (4) Promote stormwater best management practices, including the use of green infrastructure, particularly where such can support efficient site design, reduce urban heat island impacts, increase beneficial tree canopy, and alleviate localized nuisance flooding.

SECTION 3. The following definitions are hereby added to Section 16-79, Green Bay Municipal Code:

Amended soil area or *soil amendment* means those landscaped portions of a site where decomposed organic material has been incorporated into the soil to improve its performance for infiltration and vegetation, enabling the area to function as a vegetated control measure.

Bioretention area means an excavated area that is back-filled with a prepared or amended soil mixture, which may or may not be covered with a mulch layer and planted with a diversity of woody or herbaceous vegetation, to which stormwater is directed to promote filtration, infiltration and/or evapotranspiration. Such an area may also be known as a "rain garden."

Cistern means a collection system that does not exceed 5,050 gallons and detains rainwater or stormwater runoff in above-ground or underground storage tanks for later outdoor use. A cistern of under one hundred twenty (120) gallons in capacity typically is known as a "rain barrel."

Cumulative land development means the cumulative area of all land development activities that have occurred and are proposed on a site or common development since the City's Stormwater Management ordinance was enacted in December 2001.

Director and Director of Public Works mean the Director of the Department of Public Works, or their designee.

Green infrastructure means any combination of landscaping, facilities, or equipment that captures rain at or near the site where it falls through infiltration, evapotranspiration, or storage for beneficial use or delayed discharge. Green infrastructure includes, but is not limited to, amended soil areas, bioretention areas, biofiltration areas, rain gardens, green roofs, vegetated or biofiltration swales, landscaping with deeply-rooted plants in amended soil, rain barrels, stormwater trees, permeable pavements, planter boxes, and vegetated buffer strips, as well as the removal of structures or pavements to allow revegetation.

Green roof means an engineered roofing system that includes vegetation planted into a growing medium above an underlying waterproof membrane material which is designed to reduce the volume or peak flow of stormwater runoff from a building roof.

Green wall means the use of a supporting structure or wall panel installed to enable plants to grow vertically along the façade of a building or structure in order to provide air and water quality improvement as well as aesthetic enhancement.

Permeable surfacing means a material or materials and accompanying subsurface treatments designed and installed specifically to allow stormwater to penetrate into the material, thereby reducing the volume of stormwater runoff from the surfaced area. Permeable surfacing may include, without limitation, permeable interlocking pavers, concrete lattice pavers, porous blocks or pavers or similar structural support materials, and permeable concrete or asphalt.

Planter box means a structure with vertical walls and an open or closed bottom that is planted with a soil medium and vegetation intended to collect, absorb, and filter runoff from impervious surfaces. Planter boxes may also be known as stormwater planters, infiltration planters, and flow-through planters.

Stormwater tree means a tree selected and installed, either with or without an engineered box or structure, as an integral and intentional component of a stormwater management or landscape plan, at points or sites where the tree will have the effect of capturing stormwater runoff and increasing tree canopy coverage.

Vegetated buffer strip or *vegetative filter strip* means a vegetated area designed, constructed, and planted as an integral and intentional component of a stormwater management or landscape plan, in a manner specifically intended to collect and slow stormwater runoff and promote uptake by plants and soils. A vegetated filter strip also may be designed in a manner that provides visual and noise buffering between uses. A "vegetated buffer strip" also may be known as a "vegetated filter strip."

SECTION 4. Section 16-79, Green Bay Municipal Code, is hereby amended to read:

In-fill area means an undeveloped area of land located within an existing urban sewer service area surrounded by development ~~or development and~~ **and/or** natural or manmade **human-made** features where development cannot occur.

Infiltration system means a **designed and constructed** device or practice such as a basin, trench, **bioretention area**, rain garden, or swale designed specifically to encourage infiltration, but **This term** does not include natural infiltration in pervious surfaces such as lawns, redirecting of rooftop downspouts onto lawns, or minimal infiltration from practices, such as swales or road-side **roadside** channels designed for conveyance and pollutant removal only.

Land disturbing construction activity or disturbance means any manmade **human-made** alteration of the land surface resulting in a change in the topography or existing vegetative or non-vegetative soil cover, that may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of the state. Land disturbing construction activity includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling and grading activities, and soil stockpiling.

Maximum extent practicable or *MEP* means the highest level of performance that is achievable, but is not equivalent to a performance standard identified in this article which ~~takes into account~~ **considers** the best available technology, cost effectiveness, and other competing issues such as human safety and welfare, endangered and threatened resources, historic properties and geographic features. MEP allows flexibility in the way to meet **meeting** the performance standards and may vary based on the performance standard and site conditions.

Separate storm sewer means a conveyance or system of conveyances including roads with drainage systems, streets, ~~catchbasins~~ **catch basins**, curbs, gutters, ditches, constructed channels, or storm drains, which meets all of the following criteria:

- (1) Is designed or used for collecting water or conveying runoff.
- (2) Is not part of a combined sewer system.
- (3) Is not draining to a stormwater treatment device or system.
- (4) Is not part of a publicly-owned wastewater treatment works that provides secondary or more stringent treatment.
- (5) Discharges directly or indirectly to waters of the state or the U.S.

Top of the channel means an edge, or point on the landscape, landward from the ordinary ~~high-water~~ **high-water** mark of a surface water of the state, where the slope of the land begins to be less than 12 percent continually for at least 50 feet. If the slope of the land is 12 percent or less continually for the initial 50 feet, landward from the ordinary ~~high-water~~ **high-water** mark, the top of the channel is the ordinary ~~high-water~~ **high-water** mark.

Urban expansion district means those areas of the City which are located on the fringe of the Urban Service District and are already partially served and/or fully served with minimal additional facilities expansion, as and is delineated on the most recent City development district map approved by ordinance dated December 1990.

Urban reserve district means those areas of the City in which land divisions are not allowed due to their distance from the urbanized and serviced areas of the City, as and is delineated on the most recent City development district map approved by ordinance dated December 1990.

Urban service district means those areas of the City in which infilling is encouraged because they are already fully serviced by urban facilities, are within one (1) mile of an existing neighborhood park, and are within the City's developable areas, as designated in the Comprehensive Plan, and is as delineated on the most recent City development district map approved by ordinance dated December 1990.

SECTION 5. Section 16-80(a), Green Bay Municipal Code, is hereby amended to read:

(a) *Applicability.* This article applies to land development, land disturbance, and or land disturbing construction activities that meet the applicability criteria specified in this section. This article also applies to land development activities that are smaller than the minimum applicability criteria if such activities are part of a larger common plan of development, cumulative development area, or sale that meets the following applicability criteria, even though multiple separate and distinct land development activities may take place at different times on different schedules.

SECTION 6. Section 16-81(a), Green Bay Municipal Code, is hereby amended to read:

(a) *Responsible party.* The landowner or of the post-construction site, or any other person contracted or obligated by other agreement with the landowner to implement and maintain post-construction stormwater BMPs management measures, is deemed the responsible party and shall comply with this article.

SECTION 7. Section 16-81(e), Green Bay Municipal Code, is hereby amended to read:

(e) *Stormwater discharge quantity.* Unless otherwise provided for in this article, all land development activities subject to this article shall establish on-site management practices to control the peak flow rates of stormwater discharged from the site as described in this article. The amount of peak discharge control previously required for the site shall not be reduced as a result of the proposed development or land disturbance. Infiltration of stormwater runoff shall be in accordance with Wis. Admin. Code Ch. NR 151 and WDNR technical standards Technical and Guidance Standards.

- (1) On-site management practices shall be used to meet the minimum performance standards for each development district as described in the applicable subsection below.
 - a. All developments ~~less~~ **smaller** than five **(5)** acres in size in the Urban Service District shall not increase peak flow rates of stormwater runoff from that which would have resulted from the same storm occurring over the site with the land in its existing land use conditions for design rainfall events with recurrence intervals of two, ten, and 100 years. The Director of Public Works may require more stringent or less stringent criteria if it has been determined that the downstream storm sewers can or cannot handle the runoff from the site.
 - b. All developments five **(5)** acres **in size** or ~~more~~ **larger** in the Urban Service District shall be subject to the criteria described in subsection (e)(1)c. of this section. The Director of ~~Public Works~~ may require more stringent or less stringent criteria if it has been determined that the downstream storm sewers can or cannot handle the runoff from the site.
 - c. All proposed land developments in the Urban Reserve and Urban Expansion Districts shall not increase peak flow rates of stormwater runoff from that which would have resulted from the same storm occurring over the site with the land in its pre-development land use conditions for design rainfall events with recurrence intervals of two, ten, and 100 years. The Director of ~~Public Works~~ may require more stringent or less stringent criteria if it has been determined that the downstream storm sewers can or cannot handle the runoff from the site.

SECTION 8. Section 16-81(f), Green Bay Municipal Code, is hereby amended to read:

(f) *Stormwater discharge quality.* Unless otherwise provided for in this article, all land development activities subject to this article shall establish on-site management practices to control the quality of stormwater discharged from the site. ~~The amount of total suspended solids control previously required for the site shall not be reduced as a result of the proposed development or land disturbance.~~ On-site management practices shall be used to meet the following minimum ~~standard~~ **standards** established for each development district:

- (1) Stormwater management measures in the Urban Expansion District and Urban Reserve District shall be designed to remove, on an average annual basis, a minimum of **eighty (80)** percent of the total suspended solids load from the proposed on-site development when compared to the proposed on-site development without stormwater management measures. The effectiveness of the stormwater management measures shall be evaluated using criteria provided by the Director of ~~Public Works~~.

- (2) Stormwater management measures **for developments** in the Urban Service District ~~less **smaller**~~ than five **(5)** acres shall be designed to remove, on an average annual basis, a minimum total suspended solids load of **forty (40)** percent for redevelopment sites and a minimum of **eighty (80)** percent for new development from the proposed on-site development when compared to the proposed on-site development without stormwater management measures. The effectiveness of the stormwater management measures shall be evaluated using criteria provided by the Director of ~~Public Works~~.
- (3) The Director of ~~Public Works~~ may require stormwater management measures in the Urban Service District for developments five acres or ~~greater~~ **larger** to be designed to remove, on an average annual basis, a minimum of **eighty (80)** percent of the total suspended solids load from the proposed on-site development when compared to the proposed on-site development without stormwater management measures. The effectiveness of the stormwater management measures shall be evaluated using criteria provided by the Director of ~~Public Works~~.
- (4) Discharge of urban stormwater pollutants to natural wetlands shall have pretreatment and vegetative buffers, unless otherwise exempted by the Director of ~~Public Works~~.
- (5) Infiltration of stormwater runoff shall be in accordance with Wis. Admin. Code Ch. NR 151 and WDNR ~~technical standards~~ **Technical and Guidance Standards**. When **an applicant proposes** infiltration basins, bio-filtration or bio-infiltration basins, or other such practices ~~are proposed as a BMP~~ **BMPs** for the site, **the stormwater management plan required under Section 16-82 shall contain** a soils investigation following WDNR ~~technical standard~~ **Technical Standard** 1002.
- (6) Stormwater discharges shall have pretreatment prior to infiltration to prolong maintenance of the infiltration practice and to prevent discharge of stormwater pollutants at concentrations that will result in exceedance of groundwater preventive action limits or enforcement standards established by the Department of Natural Resources in Wis. Admin. Code Ch. NR 140. Stormwater infiltration is prohibited under the following circumstances:
 - a. Stormwater generated from highly contaminated source areas at manufacturing industrial sites;
 - b. Stormwater carried in a conveyance system that also carries contaminated, non-stormwater discharges; ~~or,~~
 - c. Stormwater generated from active construction sites.
- (7) Petroleum products in runoff from gas pump areas and vehicle maintenance areas shall be controlled with a properly designed and maintained oil and grease separator, or other equivalent practice. The structure or practice shall remove all

visible sheen from the runoff prior to discharge to waters of the state, the U.S., or the City's storm sewer system. A With appropriate documentation, a combination of the following BMPs or others may be used and, maintained with ~~appropriate documentation~~ to prevent or treat petroleum in runoff: canopies, oil and grease separator separators, petroleum spill cleanup materials, or any other structural or nonstructural method methods of preventing or treating petroleum in runoff.

- (8) Stormwater ponds and infiltration devices shall not be located closer to water supply wells than indicated below without first notifying the Director of Public Works.
 - a. 100 feet from a private or transient non-public water supply well;
 - b. 1,200 feet from a municipal water supply well; or
 - c. The boundary of a recharge area to a well identified in a well head area protection plan.
- (9) The amount of total suspended solids control previously required for the site shall not be reduced as a result of the proposed land development, land disturbance, or land-disturbing construction activities.
- (10) Pollutant loading models such as SLAMM, P8, or equivalent methodology shall be used to evaluate the efficiency of the design in reducing total suspended solids.
- (11) If the design cannot achieve the applicable total suspended solids reduction requirement specified, the stormwater management plan shall include a written and site-specific explanation why that level of reduction is not cannot be attained, and the total suspended solids load shall be reduced to the maximum extent practicable.
- (12) More or less stringent treatment limits may be required at the discretion of the Director of Public Works.
- (13) ~~The maximum~~ Maximum extent practicable applies when a person who is subject to a performance standard of under this article demonstrates to the City of Green Bay's Director's satisfaction that a performance standard is not achievable and that a lower level of performance is appropriate. In making this the assertion that a performance standard is not achievable and that a level of performance different from the performance standard is the maximum extent practicable, the responsible party shall ~~take into account~~ consider the best available technology, cost effectiveness, geographic features, and other competing interests such as protection of public safety and welfare, protection of endangered and threatened resources, and preservation of historic properties.

SECTION 9. Section 16-81(g), Green Bay Municipal Code, is hereby amended to read:

(g) *Technical standards.* The following methods shall be used in designing and maintaining the water quality, peak discharges and infiltration, protective area, and fueling/vehicle maintenance components of stormwater practices needed to meet the water quality standards of this article:

- (1) Consistent with the ~~technical standards~~ **Technical and Guidance** identified, developed, or disseminated by the Wisconsin Department of Natural Resources under Subch. V of Wis. Admin. Code Ch. NR 151 (Wis. Admin. Code §§ NR 151.30—151.32) and as modified herein:

- a. Interior pond slopes shall be 4:1.

- b. ~~Top of berm~~ **The top of all berms for stormwater facilities** shall be ten **(10)** feet wide unless analysis is shown that a lesser width is acceptable to withstand saturated soil pressure.

- (2) Where technical standards have not been identified or developed by the Wisconsin Department of Natural Resources, other technical standards may be used provided that the methods **are generally consistent with standards adopted by other Wisconsin jurisdictions and have been submitted to and** ~~have been approved by the City of Green Bay~~ **Director**.

SECTION 10. Section 16-81(h)(1)b., Green Bay Municipal Code, is hereby amended to read:

- (h)(1) b. For perennial and intermittent streams identified on a United States geological survey **Geological Survey** 7.5-minute series topographic map, or a county soil survey map, whichever is more current: 50 feet.

SECTION 11. Section 16-81(j), Green Bay Municipal Code, is hereby amended to read:

(j) *BMP location.*

- (1) To comply with the performance standards required under this section, BMPs **and stormwater management measures** may be located on-site or off-site as part of a regional stormwater device, practice, or system, but shall be installed in accordance with Wis. Admin. Code § NR 151.003.

(2) In addition to compliance with Wis. Admin. Code. § NR 151.003, additional requirements apply to certain onsite BMPs, as described in this section.

- (a) Cisterns. An above-ground cistern shall be limited to a maximum of 5,050 gallons. The cistern shall be installed with proper**

mosquito/vector control and shall comply with applicable setback requirements.

(b) **Planter Boxes.** Planter boxes shall not be used in areas where their operation may create a risk for basement flooding, interfere with subsurface sewage disposal systems, or affect other underground structures. Stormwater planter boxes shall be designed so that overflow drains away from buildings to prevent negative impacts to structures.

(23) The Administering Authority may approve off-site management measures, provided that all of the following conditions are met:

- a. The administering authority determines that the post-construction runoff is covered by a stormwater management system plan that is approved by the City of Green Bay **Director** and that contains management requirements consistent with the purpose and intent of this article.
- b. The off-site facility meets all of the following conditions:
 1. The facility ~~is in place~~ **has already been constructed and is currently serving a stormwater management function.**
 2. The facility is designed and adequately sized to provide a level of stormwater control equal to or greater than that which would be afforded by on-site practices meeting the performance standards of this article.
 3. The facility has ~~a legally obligated entity responsible for its long-term operation and maintenance~~ **entered into a valid maintenance agreement in accordance with Section 16-84.**

SECTION 12. Section 16-82(b)(1), Green Bay Municipal Code, is hereby amended to read:

(b)(1) Unless otherwise exempted or excluded by this article, a permit application must be accompanied by the following ~~in order for the permit application to be considered by the Director of Public Works:~~

SECTION 13. Section 16-82(e)(4), Green Bay Municipal Code, is hereby amended to read:

(e)(4) Practice **BMP** installations required as part of this article shall be certified as-built by a Wisconsin-licensed professional engineer. **When required by the Director, a Wisconsin-licensed landscape architect, an arborist, or a nursery professional shall certify vegetation planting and vegetation establishment one full growing season after planting.**

SECTION 14. Section 16-82(e)(7), Green Bay Municipal Code, is hereby amended to read:

- (e)(7) A permittee, landowner, or responsible party shall maintain all stormwater management practices specified in the approved stormwater management plan in a healthy and functioning condition until the practices either become the responsibility of the City of Green Bay or are transferred to subsequent private owners as specified in the approved maintenance agreement. This requirement includes, but is not limited to, all trees, vegetated practices, amended soil areas where impervious cover has been removed, and vegetation established according to the stormwater management plan.

SECTION 15. Section 16-82(e)(11), Green Bay Municipal Code, is hereby amended to read:

- (e)(11) Where a stormwater management plan involves a change in the direction of some or all runoff ~~off of~~ from a site, increases in peak rate, and/or a change in the total volume of runoff from the site, it shall be the responsibility of the permittee to obtain from adjacent property owners any easements or other necessary property interests concerning the prevention of endangerment to property or public safety and flowage of water per Section 16-81(e)(6). Issuance of this permit does not create or affect any such rights.

SECTION 16. Section 16-83(a), Green Bay Municipal Code, is hereby amended to read:

- (a) *Plan requirements.* The Every applicant for a permit under Section 16-82 shall submit a stormwater management plan ~~required under Section 16-82. The application shall contain any such~~ sufficient information for the Director of Public Works ~~may need~~ to evaluate the environmental characteristics of the area affected by land development activity, the potential impacts of the proposed development upon the quality and quantity of stormwater discharges, the potential impacts upon the area's water resources and drainage utilities, and the effectiveness and acceptability of proposed stormwater management measures in meeting the performance standards set forth in this article. Unless specified otherwise by this article, stormwater management plans shall contain, at a minimum, the information described below:

...

- (8) A discussion as to what short-term and long-term best management practices BMPs will be utilized during the course of construction and post-construction, including a complete construction/installation schedule.
- (9) A statement that the selected ~~BMP's~~ BMPs are designed in accordance with WDNR Technical and Guidance Standards. If they are not, a discussion as to how the design differs from the Technical and Guidance Standards s and the reason for the variance.

- (10) ~~Are there~~ **A description of any** special construction, installation, and short-term/long-term maintenance items that need to be considered for the life of each stormwater management practice proposed; ~~if so, what are they and at what frequency are these items to be addressed.~~ **Include a list of the items and the frequency at which they are to be addressed.**

SECTION 17. Section 16-84(b)(2), Green Bay Municipal Code, is hereby amended to read:

- (b)(2) Identification of the **location and type of all** stormwater **collection, treatment, storage, and conveyance** facilities and designation of the drainage area served by the facilities. **each such facility, including the following:**
- a. **Identification of any special construction, installation, and short-term/long-term maintenance items to be considered for the life of each stormwater management practice proposed, and the frequency with which each consideration must be addressed.**
 - b. **For vegetated stormwater management measures and green infrastructure, identification of the season(s) within which plant materials are recommended to be established, the length of time required for establishment, and when verification is expected to occur.**
 - c. **Identification of all maintenance specifications for proprietary stormwater management devices to be used as part of the stormwater management plan.**

SECTION 18. Section 16-84(b)(4), Green Bay Municipal Code, is hereby amended to read:

- (b)(4) A schedule of regular maintenance of **indicators, activities, and frequencies for** each facility or aspect of the stormwater management system, **including the maintenance of vegetation and trees, as applicable,** consistent with the stormwater management plan.

SECTION 19. Section 16-106, Green Bay Municipal Code, is hereby amended to read:

Municipal separate storm sewer system (MS4), as defined in Wis. Admin. Code Ch. NR 216, means a conveyance or system of conveyances including roads with drainage systems, municipal streets, ~~catchbasins~~ **catch basins**, curbs, gutters, ditches, constructed channels or storm drains, which meets all the following criteria:

- (1) Is owned or operated by a municipality;
- (2) Is designed or used for collecting or conveying stormwater;
- (3) Is not a combined sewer conveying both sanitary and stormwater; and

- (4) Is not part of a publicly owned wastewater treatment works that provides secondary or more stringent treatment.

Pollution, as defined in Wis. Stats. Ch. 283, means any ~~manmade~~ **human-made** or ~~man-induced~~ **human-induced** alteration of the chemical, physical, biological, or radiological integrity of water.

*Stormwater management plan/stormwater pollution ~~prevention plan~~ **prevention plan*** means documents which describe the best management practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable.

SECTION 20. Section 42-203(a)(2), Green Bay Municipal Code, is hereby amended to read:

- (a) (3) The City further finds that pervious surfaces are preferable to impervious surfaces for managing stormwater. Accordingly, the calculation of equivalent runoff units (ERU), which are used to calculate stormwater utility charges, as detailed in this chapter, shall be limited to impervious surface area. Pervious surfaces, such as forested areas, yard and terrace trees, lawns, gardens, planned natural landscaping, **approved permeable surfacing, green roofs,** and undeveloped property shall be exempt from the calculation of ERU and stormwater utility charges.

SECTION 21. The following definition is hereby added to Section 42-203(d), Green Bay Municipal Code:

Permeable surfacing means a material or materials and accompanying subsurface treatments designed, installed, and maintained specifically to allow stormwater to penetrate into the material, thereby reducing the volume of stormwater runoff from the surfaced area. Permeable surfacing may include, without limitation, permeable interlocking pavers, concrete lattice pavers, porous blocks or pavers or similar structural support materials, and permeable concrete or asphalt.

SECTION 22. Section 42-203(d), Green Bay Municipal Code, is hereby amended to read:

Stormwater system means any natural or manmade stormwater conveyance facility operated or maintained by the City, including, but not limited to, retention/detention ponds, ditches, storm sewer, roads, **green infrastructure stormwater management measures,** and navigable and non-navigable waterways.

SECTION 23. Section 42-203(f)(4), Green Bay Municipal Code, is hereby amended to read:

- (f) (4) The Administrator may revoke the credit if the basis for the credit has materially changed. The Administrator shall provide ~~a 30-day advance~~ written notice of any proposed revocation **at least 30 days in advance thereof.**

SECTION 24. Section 42-203(i)(3), Green Bay Municipal Code, is hereby amended to read:

- (i) (3) The customer has **thirty (30)** days from the decision of the Administrator to file a written appeal to the City of Green Bay Improvement and Services Committee. In considering an appeal, the ~~City of Green Bay Improvement and Services~~ Committee shall determine whether the stormwater utility charge is fair and reasonable and, in the event the appeal is granted, whether ~~or not~~ a refund is due the appellant and the amount of the refund. The Committee shall conduct a formal or informal hearing and obtain sufficient facts upon which to make a determination. The Committee's decision shall be based upon the evidence presented to it. After making such determination, the ~~Improvement and Services~~ Committee shall forward its recommendation to the Common Council for final approval.

SECTION 25. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 26. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2022.

APPROVED:

Mayor

ATTEST:

Clerk

MS

05/17/2022



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

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # L.8

To approve the award of the following contracts:

A. BRIDGE 3-22 (ASHLAND AVENUE OVER CNRR AND 6TH STREET B-5-018 EXPANSION JOINT RECONSTRUCTION) to the low responsive bidder, Norcon Corporation, in the amount of \$388,674.

B. BRIDGE 4-22 (MONROE AVENUE OVER EAST RIVER B-5-255 EXPANSION JOINT RECONSTRUCTION) to the low responsive bidder, Zenith Tech, Inc., in the amount of \$193,285.

C. PAVEMENT I-22 ROOSEVELT STREET RECONSTRUCTION to the low responsive bidder, PTS Contractors, Inc., in the amount of \$3,126,000.

To deny the award of the contract WSG I-22 WATER HEATER REPLACEMENT due to the absence of qualified bids.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. QUESTCDN_ Project Bid Results - BRIDGE 3-22
2. QUESTCDN_ Project Bid Results - BRIDGE 4-22
3. QUESTCDN_ Project Bid Results - PAVEMENT I-22 ROOSEVELT STREET RECONSTRUCTION
4. Bid Summary - Public WSG I-22 WATER HEATER REPLACEMENT

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[Print Results](#)

Project Bid Results

BRIDGE 3-22 (ASHLAND AVENUE OVER CNRR AND 6TH STREET B 5 018 EXPANSION JOINT RECONSTRUCTION) (Quest project #8177164)

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

soliciting agent: Green Bay WI, City of

contact: Kayla Wasielewski

phone: 920-448-3134

e-mail: kayla.wasielewski@greenbaywi.gov

bid date: 05/03/2022 02:00 PM CDT

award date:

comments:

award status: Pending

bid result/award information: (no information presently available)

letting bid tabulation: [view](#)

Company/Contact	Phone/e-mail	Amount	Awarded
Norcon Corporation Tiare M. Penrose	7153595808 norcon@norconcorp.com	\$388,674.00	
Zenith Tech, INC. bridge JASON SAMZ	715-241-6992 ztiquote@zenithtechinc.com	\$392,550.00	
LUNDA CONSTRUCTION Lunda Estimating	715-284-9491 wiquotes@lundaconstruction.com	\$515,482.00	

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[Print Results](#)

Project Bid Results

BRIDGE 4-22 (MONROE AVENUE OVER EAST RIVER B-5-255 EXPANSION JOINT RECONSTRUCTION) (Quest project #8177171)

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

soliciting agent: Green Bay WI, City of

contact: Kayla Wasielewski

phone: 920-448-3134

e-mail: kayla.wasielewski@greenbaywi.gov

bid date: 05/03/2022 02:00 PM CDT

award date:

comments:

award status: Pending

bid result/award information: (no information presently available)

letting bid tabulation: [view](#)

Company/Contact	Phone/e-mail	Amount	Awarded
Zenith Tech, INC. bridge JASON SAMZ	715-241-6992 ztiquote@zenithtechinc.com	\$193,285.00	
Norcon Corporation Tiare M. Penrose	7153595808 norcon@norconcorp.com	\$244,444.00	
LUNDA CONSTRUCTION Lunda Estimating	715-284-9491 wiquotes@lundaconstruction.com	\$247,618.00	

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[Print Results](#)

Project Bid Results

PAVEMENT 1-22 ROOSEVELT STREET RECONSTRUCTION (Quest project #8183567)

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

soliciting agent: Green Bay WI, City of

contact: Ting Thompson-Eagan

phone: 920-448-3103

e-mail: ting.thompson-eagan@greenbaywi.gov

bid date: 05/03/2022 02:00 PM CDT

award date:

comments:

award status: Pending

bid result/award information: (no information presently available)

letting bid tabulation: [view](#)

Company/Contact	Phone/e-mail	Amount	Awarded
PTS Contractors, Inc Jeannie Petasek	920-468-5217 JPetasek@PTSCContractors.net	\$3,126,000.00	
Dorner Inc. Tina Aschenbrenner	920-845-2442 tina.asch@dornerinc.com	\$3,304,820.80	
Jossart Brothers, Inc. Jason Hermesen	920-339-8500 jasonh@jossartbrothers.com	\$3,427,497.85	
DE GROOT, INC. MARK DE GROOT	920-866-2348 mark@degrootinc.com	\$3,821,678.48	

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

WSG 1-22 WATER HEATER REPLACEMENT

Tuesday, May 3, 2022

Contractor	Bid	Bid Bond
NON-RESPONSIVE		
Any questions, call 920-448-3100		



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

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # L.9

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

A. Granting of Licenses

I. Sidewalk Builder

a. Scott R. Weidner Concrete Construction LLC

2. Underground Sprinkler System

a. Fox Valley Irrigation Inc.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # L.10

To approve the request to review the City's Street Excavation Repair Policy and revise as directed to apply the new policy to all pending repairs. (Ald. Wery)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Street Excavation Repair Policy

Inter-Office Memo

Greater Green Bay



1999

Date: January 19, 2001

To: Carl J. Weber, Director of Public Works
Edward E. Wiesner, Director of Engineering
Chris Pirlot, Traffic Engineer
Dave Damro, Operations Superintendent

 From: Frank, J. Dadam
Asst. Director of Public Works

RE: STREET EXCAVATION REPAIR POLICY

Attached herewith is one copy of the "Street Excavation Repair Policy" dated October 27, 2000 that was approved by the Common Council on January 16, 2001. This policy will be in effect until such time as it is revised by the Council. The policy is very similar to what has been done in the past through verbal instructions. It is now put in writing and approved by Council.

Please familiarize yourself with the policy and distribute copies to those who need them so that they can insure adherence to the policy.

In addition, a new ordinance entitled "Right-of-Way Excavation and Occupancy" was approved by council on January 16, 2001. It is scheduled for adoption sometime in late February or early March 2001. You can obtain copies of this proposed ordinance either from me or in the council packet for the February 6, 2001 meeting.

If you have any questions, feel free to contact me.

FJD:eg

attachment

CITY OF GREEN BAY

STREET EXCAVATION REPAIR POLICY

October 27, 2000

All street excavations and temporary repairs shall be made in accordance with Section 9.21 of the Municipal Code. All permanent repairs shall be made by the City, or its designated contractor, as follows:

- I STREET EXCAVATION REPAIRS – PAVEMENT LIFE ZERO (0) TO FIVE (5) YEARS OLD
 - A Bituminous Pavement
 - i The bituminous and/or gravel material used for the temporary repairs shall be removed down to the bottom of the pavement.
 - ii
 - a. Gravel Base
Bituminous binder material shall be placed in the area of the excavation from the bottom of the pavement to within one and one-half inch (1½") of the street grade.
 - b. Concrete Base
Bituminous binder material shall be placed in the area of the excavation from the concrete base to within one and one-half inch (1 ½") of the street grade..
 - iii The entire one-half (1/2) street affected by the excavation shall be milled to a depth of one and one-half inches (1½").
 - iv A one and one-half inch (1½") wearing surface shall be placed over the entire milled area.
 - v The length of the street that shall be milled and resurfaced will be based on the length of the excavation with the minimum street length being the lot width of all affected properties.
 - B Concrete Pavement
 - i The bituminous and/or gravel material used for the temporary repairs shall be removed down to the bottom of the pavement.
 - ii All panels affected by the excavation shall be replaced in their entirety at a thickness equal to the adjacent pavement.
 - C Other Pavement
 - i The bituminous and/or gravel material used for the temporary repairs shall be removed down to the bottom of the pavement.
 - ii Pavement repairs shall be made with in-kind materials.

II STREET EXCAVATION REPAIRS – PAVEMENT LIFE FIVE (5) TO FIFTEEN (15) YEARS OLD

A Bituminous Pavement

- i The bituminous and/or gravel material used for the temporary repairs shall be removed down to the bottom of the pavement.
- ii
 - a. Gravel Base
Bituminous binder material shall be placed in the area of the excavation from the bottom of the pavement to within one and one-half inches (1½") of the street grade.
 - b. Concrete Base
Bituminous binder material shall be placed in the area of the excavation from the concrete base to within one and one-half inch (1 ½") of the street grade.
- iii The entire lane width affected by the excavation shall be milled to a depth of one and one-half inches (1½").
- iv A one and one-half inch (1½") wearing surface shall be placed over the entire milled area.
- v The length of the street that shall be milled and resurfaced shall be equal to the length of the cut plus five (5') feet at each end with a minimum length of twenty (20') feet.

B Concrete Pavement

- i The bituminous and/or gravel material used for the temporary repairs shall be removed down to the bottom of the pavement.
- ii All panels affected by the excavation shall be replaced in their entirety at a thickness equal to the adjacent pavement.

C Other Pavement

- i The bituminous and/or gravel material used for the temporary repairs shall be removed down to the bottom of the pavement.
- ii Pavement repairs shall be made with in-kind materials.

III STREET EXCAVATION REPAIRS – PAVEMENT LIFE FIFTEEN (15) YEARS OR OLDER

A Bituminous Pavement

- i The bituminous and/or gravel material used for the temporary repairs shall be removed down to the bottom of the pavement.
- ii
 - a. Gravel Base
Bituminous binder material shall be placed in the area of the excavation from the bottom of the pavement to within one and one-half inches (1½") of the street grade.
 - b. Concrete Base
Bituminous binder material shall be placed in the area of the excavation from the concrete base to within one and one-half inch (1 ½") of the street grade.
- iii An area equal to the excavation, plus two feet (2') out from the excavation in all directions, shall be milled to a depth of one and one-half inches (1½").

- iv A one and one-half inch (1½") wearing surface shall be placed over the entire milled area.

B Concrete Pavement

- i The bituminous and/or gravel material used for the temporary repairs shall be removed down to the bottom of the pavement.
- ii The size of the permanent repair shall equal the size of the excavation plus two feet (2') from all edges of the excavation. If this leaves less than five feet (5') of concrete to a joint line, the repair area shall extend to the joint line.
- iii The pavement thickness shall be equal to the adjacent pavement.

C Other Pavement

- i The bituminous and/or gravel material used for the temporary repairs shall be removed down to the bottom of the pavement.
- ii Pavement repairs shall be made with in-kind materials.

IV SIDEWALK AND DRIVEWAY REPAIRS – ALL AGES

A Concrete

- i The bituminous and/or gravel material used for the temporary repairs shall be removed down to the bottom of the pavement.
- ii Any panel disturbed by the excavation shall be replaced in its entirety.

B Bituminous

- i The bituminous and/or gravel material used for the temporary repairs shall be removed down to the bottom of the pavement.
- ii Sidewalks: The entire length of the area disturbed by the excavation shall be replaced for the sidewalk's full width.
- iii Driveway: The entire driveway apron shall be replaced.

NOTES:

- (1) In cases I, II & III, when any street pavement has a concrete base or cement stabilized base, the concrete base or cement stabilized base shall be replaced with a 7" concrete base course.
- (2) Any exceptions to the above street excavation repair policy shall be requested and approved by the Director of Public Works prior to the start of repair work. The request shall be accompanied by a letter from the abutting property owner(s) supporting the request.
- (3) If the permittee disagrees with the decision of the Director of Public Works to deny the request for an exception, the permittee can petition the Improvement & Services Committee to appeal the decision.



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

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # M.1

To deny the request by Duel Sports Bar LLC at 1114 Main St. to change their license premises to outdoor patio, restroom, green space based on the police department's inability to provide law enforcement services to the balance of the community and an adverse impact to the peace, quiet and cleanliness of the neighborhood (held from the 5/3/22 Council Meeting).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. sharpescans@greenbaywi.gov_20220321_100944



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

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # M.2

To hold the appeal, from Ms. Jackie Anthony on the declaration of "dangerous dog" for her animal, Jacob (Jake), until circuit court has concluded.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2022-05-09 Ms. Anthony dangerous dog--Jacob--appeal



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

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # M.3

To approve a change of agent effective July 1, 2022 for Renard & Tisler Enterprises Inc. at 616 Lime Kiln Rd.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. COA 616 LIME KILN



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

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # M.4

To approve a 2022-2023 Liquor License Renewal Application for a Class "B" Beer license by Marcus Cinemas of Wisconsin, LLC at 1000 Kepler Dr. with a change of agent.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. sharpsscans@greenbaywi.gov_20220325_101946



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

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # M.5

To approve on a 2022-2023 renewal application for a "Class B" combination license by Brinker Restaurant Corporation at 2363 W. Mason St. with a change of agent.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. BRINKER CORP
2. 2363 W MASON app



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

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # M.7

To approve an original application effective July 1, 2022 for a "Class A" Liquor and Class "A" Beer license by Oneida Nation at 501 Packerland Dr. with a license premises description as "1,100 sq ft convenience store" (Currently licensed by Oneida Nation as a Class "A" Beer license and contingent upon the approval of the proper authorities).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2022-2023 AT-115 Original.New Alcohol Beverage License Application - 501 Packerland Dr (Larsen 2026).SIGNED.DP



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

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # M.8

To approve an original application effective July 1, 2022 for a "Class A" Liquor and Class "A" Beer license by Oneida Nation at 2597 W. Mason St. with a license premises description as "1,100 sq ft convenience store" (Currently licensed by Oneida Nation as a Class "A" Beer license and license contingent upon the approval of the proper authorities).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2022-2023 AT-115 Original.New Alcohol Beverage License Application - 2597 W Mason St (Four Paths 2027).SIGNED.DP



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

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # M.9

To approve an original liquor license application for a "Class A" Liquor and Class "A" Beer license by Badi Malinka LLC at 2278 Bay Settlement Rd. with a license premises description as "FRONT AREA OF BUILDING AND STORAGE ROOM BY THE COOLER" (Currently licensed as RKO Enterprises, Inc. and contingent on the approval of the proper authorities).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2278 BAY SETTLEMENT ORG APPLICATION
2. 2022-05-17 2278 Bay Settlement Rd Offer Amend



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

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # M.10

To approve a renewal application for a "Class B" Combination license by Green Bay Botanical Garden, Inc. at 2600 Larsen Rd. with a permanent license description as "SCHNEIDER EDUCATION CENTER, PATIOS, CONCESSIONS and TRAILS." 2022-23 license year included an addition of "trails" in the premises description (Contingent upon the approval of the proper authorities and requires Council to waive the ordinance requirements for outdoor premises).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2600 LARSEN RD
2. 2022-05-03 2600 Larsen Change of Description



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

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # M.11

To approve a renewal application for Kristine Dhein at 1689 E. Mason St. with a permanent license description as "one floor bar and deck" and a license description of "parking lot and garage" until December 31, 2022 as authorized by General Ordinance 01-22 (Contingent upon the approval of the proper authorities).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 1689 E MASON
2. 1689 E MASON ST MEMO



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

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # M.12

To approve a 2022-2023 renewal application by J&B Gas, Inc. at 1480 Lime Kiln Rd. to change their license premises from "single-story office, c-store" to c-store (Contingent upon the approval of the proper authorities).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 1480 LIME KILN RENEWAL APPLICATION



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

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # M.13

To approve a renewal application for vonStiehl Winery at 345 S. Adams St. with a license premises description as "inside of building, porch, parking lot, front lawn," with the stipulation that the Council will approve a waiver of the fencing requirements for an outdoor area; noting there is a hedge at the property and there was previous use of this area, without incident.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 345 S ADAMS
2. 345 S ADAMS



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

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # M.14

To approve a "Class B" Combination License for Captain Jacks, LLC at 101 Bay Beach Rd. with a revised license premises to include a west outdoor patio, with the requirement that Council will waive the fencing requirements; noting the marina is located on a peninsula and has an entrance gate.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. sharpscaans@greenbaywi.gov_20220419_165041
2. 101 BAY BEACH RD.
3. west patio













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

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # M.15

To approve a 2022-2023 renewal application by Daily Buzz LLC at 130 E. Walnut St. for a reserve "Class B" Liquor and Class "B" beer license with a new license description as "1st floor, 2nd floor, outdoor patio, 9th floor, 3rd floor Art Gallery" (3rd floor Art Gallery has been added and with the approval of the proper authorities).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. sharpescans@greenbaywi.gov_20220425_082359



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

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # M.16

To approve a renewal application for a 6-month Class "B" beer license for De Pere Dodgers Baseball Club, Inc. at 1450 E. Walnut St. with a change of agent (Contingent upon the approval of the proper authorities).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. sharpsscans@greenbaywi.gov_20220425_151439



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

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # M.17

To approve a 2022-2023 renewal application for a "Class B" Combination license by 129 South Washington LLC at 129 S Washington St. with a licensed premises description as "bar room-3900 SF, storage Room-outdoor patio" (Outdoor patio was granted by Council in 2020 and contingent upon the approval of the proper authorities and requires Council to waive the ordinance requirements for outdoor premises).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. SKMBT_42320091609550
2. 1 - COVER-SITE
3. 2-FLOOR
4. SitePlanLetter2020092102444958
5. 129swashingtonaddress
6. LMC Agenda Pkt (without minutes) 10.07.20
7. COMMON COUNCIL MINUTES_10.20.2020
8. IMG_3047
9. 129 S WASHINGTON_Renewal Application



AGENDA OF THE LANDMARKS COMMISSION

WEDNESDAY, OCTOBER 7, 2020, 4:30 PM
Virtual Meeting. Public may join via Zoom.

A. Zoom Meeting Information.

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

B. Roll Call.

- I. Members: Paul Martzke, Susan Ley, Ald. Mark Steuer, Justin Balsley, Ron Dehn, Ian Griffiths, and David Siegel

C. Approval of the Agenda.

- I. Approval of the agenda for the October 7, 2020, Special meeting of the Landmarks Commission.

D. Approval of Minutes.

- I. Approval of the minutes from the October 1, 2020, Special meeting of the Landmarks Commission.

E. Regular Business.

- I. (COA 20-14) Consideration with possible action on a design review for siding at 127 N. Broadway (rear).
2. (COA 20-26) Consideration with possible action on a design review for a clerestory window addition at 110 S. Adams Street.
3. (COA 20-29) Consideration with possible action on a design review for a rear deck located at 131 S Washington Street (rear).

F. Informational.

- I. Staff Update.

2. Date of next meeting: Wednesday, October 21, 2020.

G. Adjournment.

- 1) THIS MEETING IS RECORDED: THE VIDEO OF THIS MEETING AND MINUTES ARE AVAILABLE ONLINE AT www.greenbaywi.gov
- 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 Landmarks Commission 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



Landmarks Commission

Zoom Meeting Information

Join Zoom Meeting

<https://us02web.zoom.us/j/89692538356?pwd=azA0c1hWd3kxakIncGJzRXJQUW5qZz09>

Meeting ID: 896 9253 8356

Passcode: 973532

One tap mobile

+16468769923,,89692538356# US (New York)

+13017158592,,89692538356# US (Germantown)

Dial by your location

+1 646 876 9923 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 408 638 0968 US (San Jose)

+1 669 900 6833 US (San Jose)

Meeting ID: 896 9253 8356

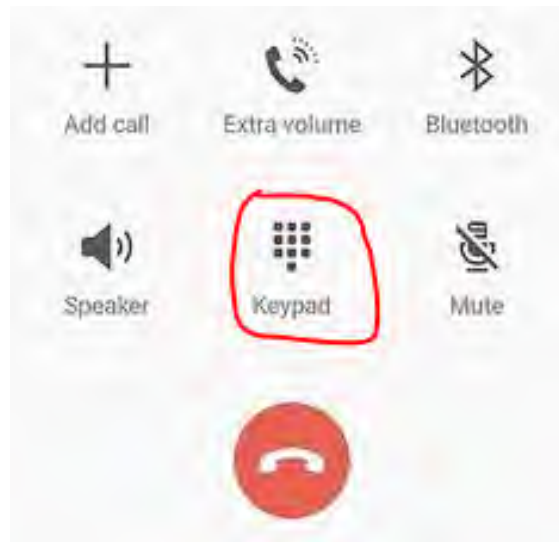
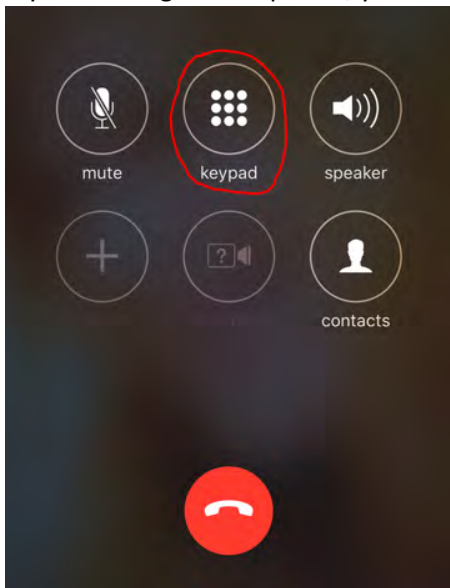
Find your local number: <https://us02web.zoom.us/j/89692538356?pwd=azA0c1hWd3kxakIncGJzRXJQUW5qZz09>

Additional Information

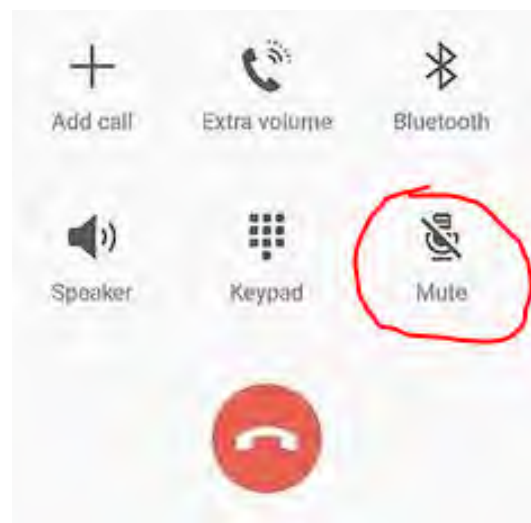
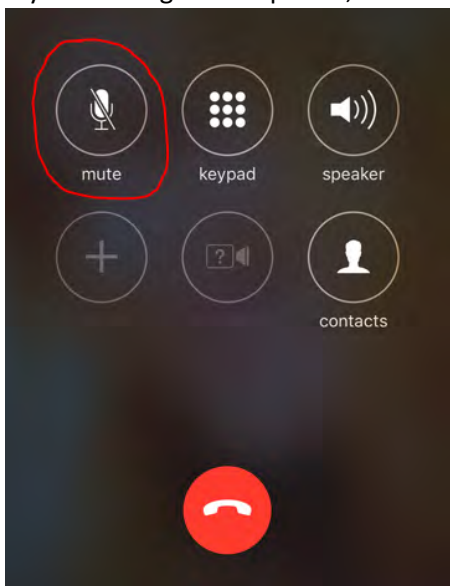
1. Wisconsin Open Meetings Law still applies
 - a. Persons interested in speaking to an item must give their name and address
 - b. Committee/Commission/Board members will still follow *Roberts Rules of Order*
2. All zoom meetings will have a password in the instructions. Please enter when prompted.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

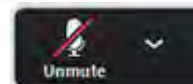
1. Dial the phone number listed at the beginning of this document.
2. When prompted, enter the Meeting ID number followed by #
 - a. If you're using a smartphone, you can access the keypad by clicking "Keypad" on your screen



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
Landmarks Commission
of the City of Green Bay

MEETING DATE

October 7, 2020

PREPARED BY

Jason Flatt, Staff

AGENDA ITEM # E.1

(COA 20-14) Consideration with possible action on a design review for siding at 127 N. Broadway (rear).

BACKGROUND

127 N. Broadway is a contributing property in the Broadway-Walnut NRHP Historic District. The building currently maintains a good degree of historic integrity. The property owner is proposing covering the rear masonry exterior walls of the rear of the building with vinyl siding ("white vinyl siding to cover white painted brick"). This request was denied by LC decision at the July 2020 LC meeting.

LC staff visited the building on September 16, 2020. LC staff notes that the brick and mortar are severely compromised and that the exterior paint, applied many years ago, has likely contributed to the spalling and degradation of the brick. LC staff further notes that vinyl siding had, in years previous, been added to portions of the opposite (south) side of the building's rear.

LC staff reaffirms its previous assessment of this building; however, it appears that the damage to the brick exterior is already done, and the more pressing threat is to the building's interior and the building's long-term viability. A proper repair of the brick exterior would call for a gentle removal of the paint, replacement of large sections of brick, and new tuck-pointing. This may not be an economically justifiable proposition for this building at this time.

The addition of vinyl siding, matching that already in place on the south side of the building's rear, would not address the issue of the damage already done to the brick exterior, but it could provide some protection against the continuing deterioration of the building's interior and exterior. The addition of vinyl siding could slow and perhaps eventually stop the deterioration of the brick exterior wall until such time that a major intervention can be undertaken on this building that would include a proper repair of the masonry.

RECOMMENDATION

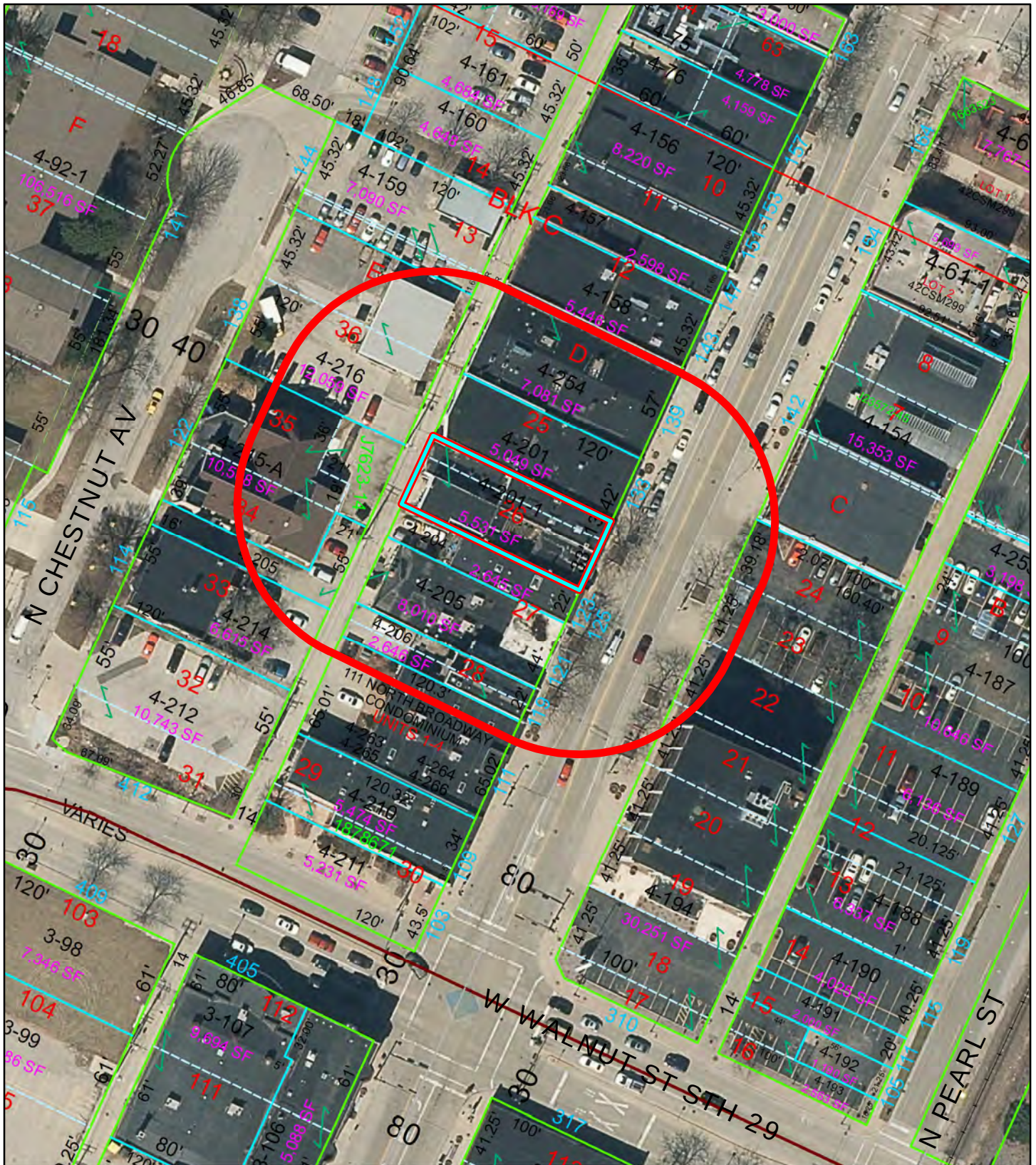
LC staff recommends that the LC approve the addition of vinyl siding to the north side of the building's rear recognizing that 1) the rear is visible only from a seldom-traveled alley way, 2) the south side of the rear has already been sided prior to the current preservation ordinances, 3) the continued deterioration of the building's interior and exterior are assured if no action is taken, and 4) the existing historic masonry here may already be compromised to the point of requiring extensive replacement (i.e. "the damage is already done").

FISCAL IMPACT

ATTACHMENTS

- I. COA 20-14 Map

2. 127 N Broadway 2020
3. 127 N Broadway Rear 2020
4. COA 20-14 Pic 2



(COA 20-14) Siding Application in Rear of 127 N Broadway

0 20 40 80 Feet



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. SJH 07 Jul 2020 X:\Planning\Basemaps\template_8.5x11.mxd

- Subject Parcel
- 100' Notification Area









Report to the
Landmarks Commission
of the City of Green Bay

MEETING DATE

October 7, 2020

PREPARED BY

Jason Flatt, Staff

AGENDA ITEM # E.2

(COA 20-26) Consideration with possible action on a design review for a clerestory window addition at 110 S. Adams Street.

BACKGROUND

110 S Adams is a contributing property in the Green Bay Downtown NRHP District, built 1937. This district was added to the NRHP in 2019.

Since initially discussed at the previous LC meeting, the architect has relocated the proposed clerestory window to the south by half a bay. Revised line-of-sight drawings show significant improvement (less visible from public view). The revised drawing raises some concerns. Those concerns include, but are not necessarily limited to, a parapet that has been identified where no parapet was before (?), wall heights appear to have changed (?), and what was once visible from Adams Street is no longer visible from Adams Street despite being the same distance (and roughly same height) from Adams Street.

The architect has suggested the possibility of creating a plywood mock-up of the clerestory window to assist the LC in evaluating this proposed addition to the building (e-mail from Wendy Harvey at RODAC, dated 9/22).

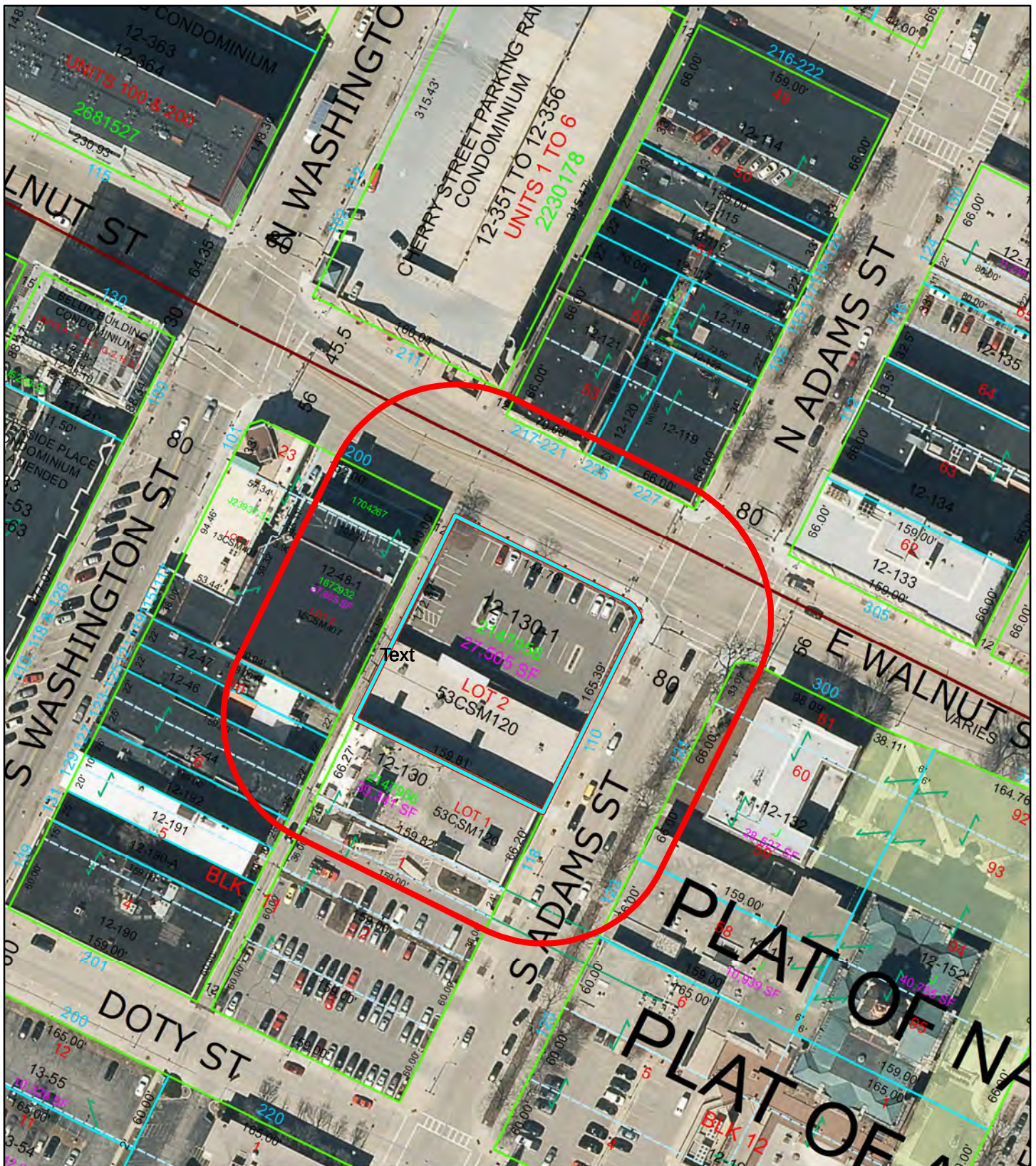
RECOMMENDATION

LC staff recommends construction of a plywood mock-up of the clerestory window as suggested by Wendy Harvey at RODAC, per her e-mail of 9/22. This will alleviate concerns related to the accuracy of the line-of-sight drawings.

FISCAL IMPACT

ATTACHMENTS

1. COA 20-26 Map
2. 110 S Adams Street, Picture
3. COA 20-26, Line of Sight Drawing- OLD
4. COA 20-26, Line of Sight- UPDATE



COA 20-26, 110 S Adams Street Expanded Doorway and Clerestory Window Addition

0 25 50 100 Feet



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Subject Parcel

100' Notification Area



INITIATIVE
ONE
Enter address
here

PROJEC
BUILDING REMODEL

PROJECT
#030-6-4-17

DRAWN
I. WILSON

ORIGINATION
9-7-20

REVISIONS

9-7-20	LINE OF SIGHT CLERESTORY
..	
..	
..	
..	

CONTENT
CLERESTORY
LINE OF SIGHT

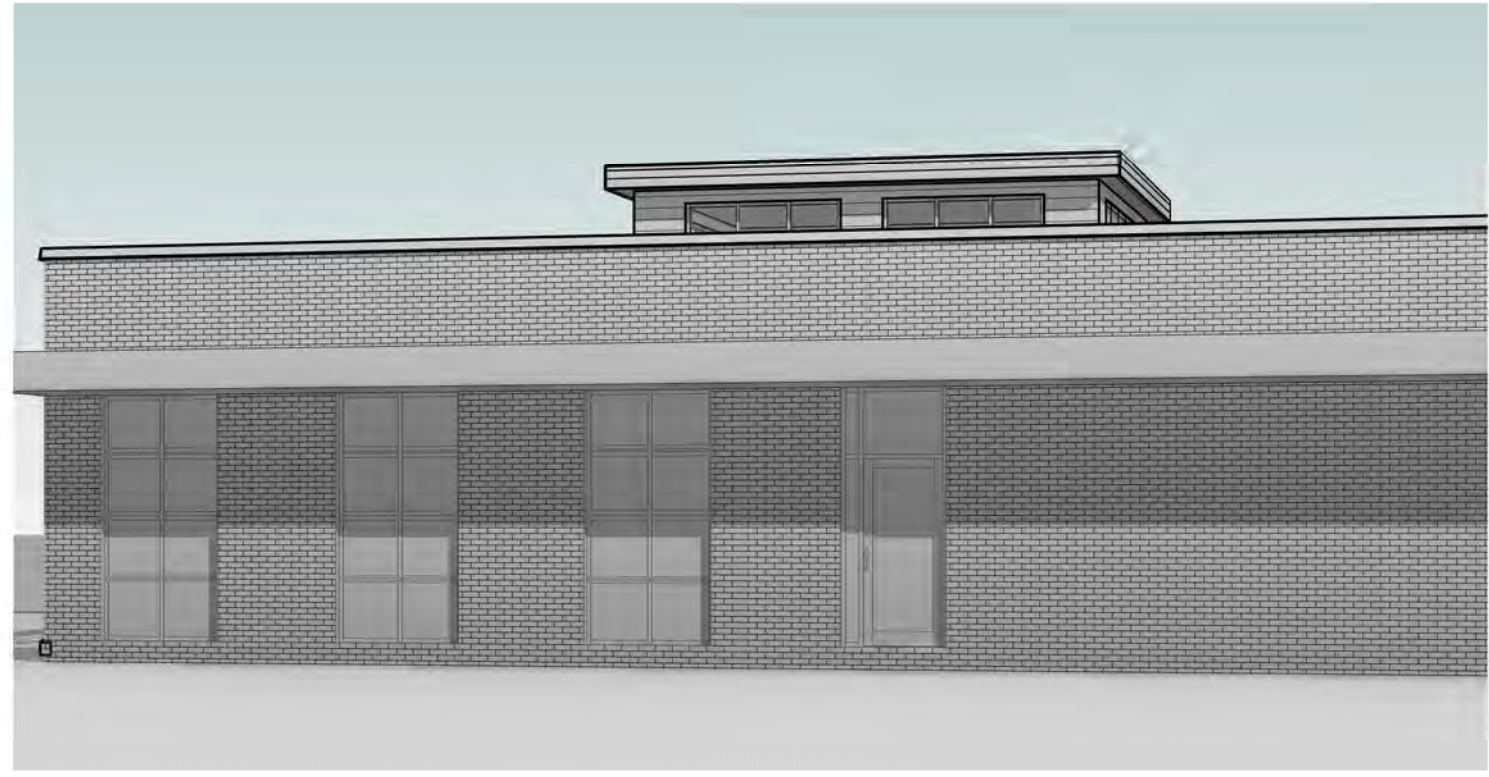
"COPYRIGHT

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SHEET

C1.0

PRELIMINARY - NOT FOR CONSTRUCTION



5 3D South Side Walnut



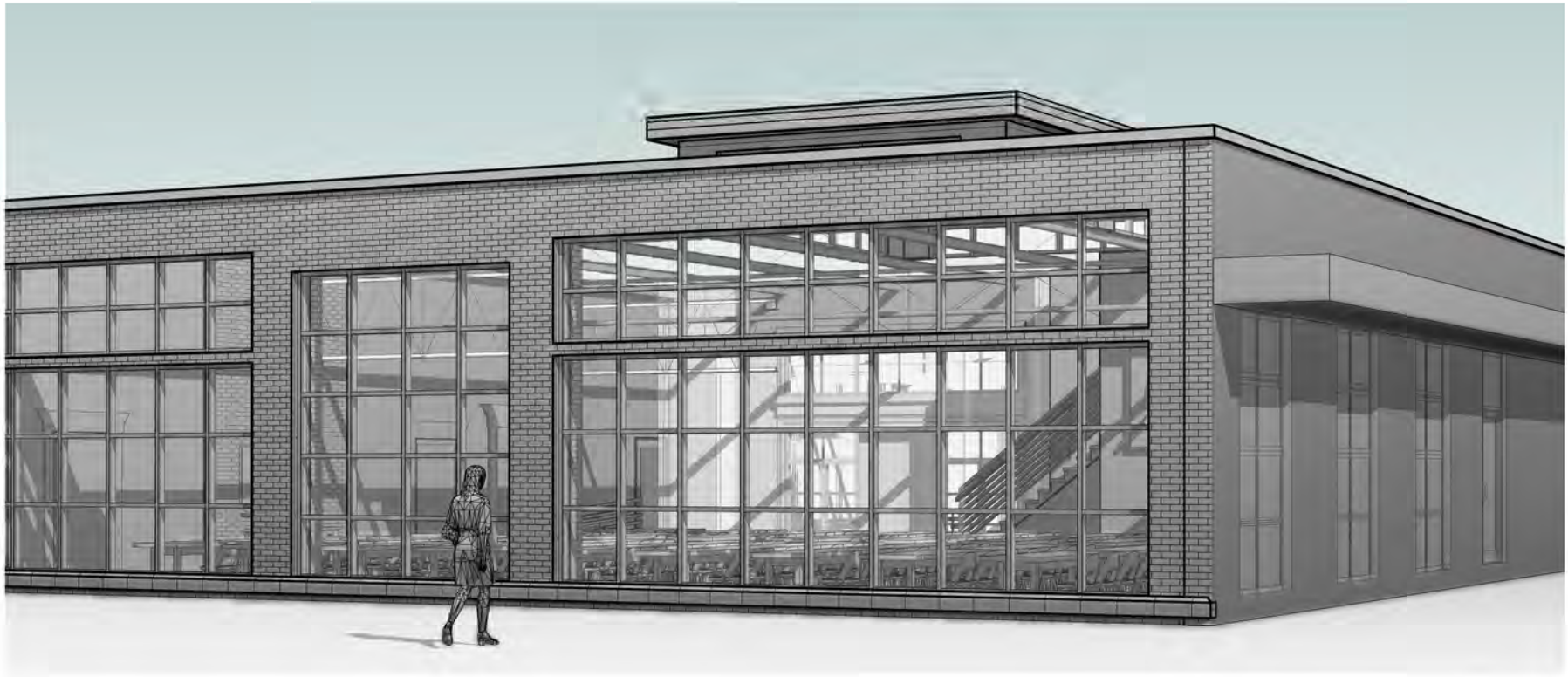
4 3D North Side Walnut



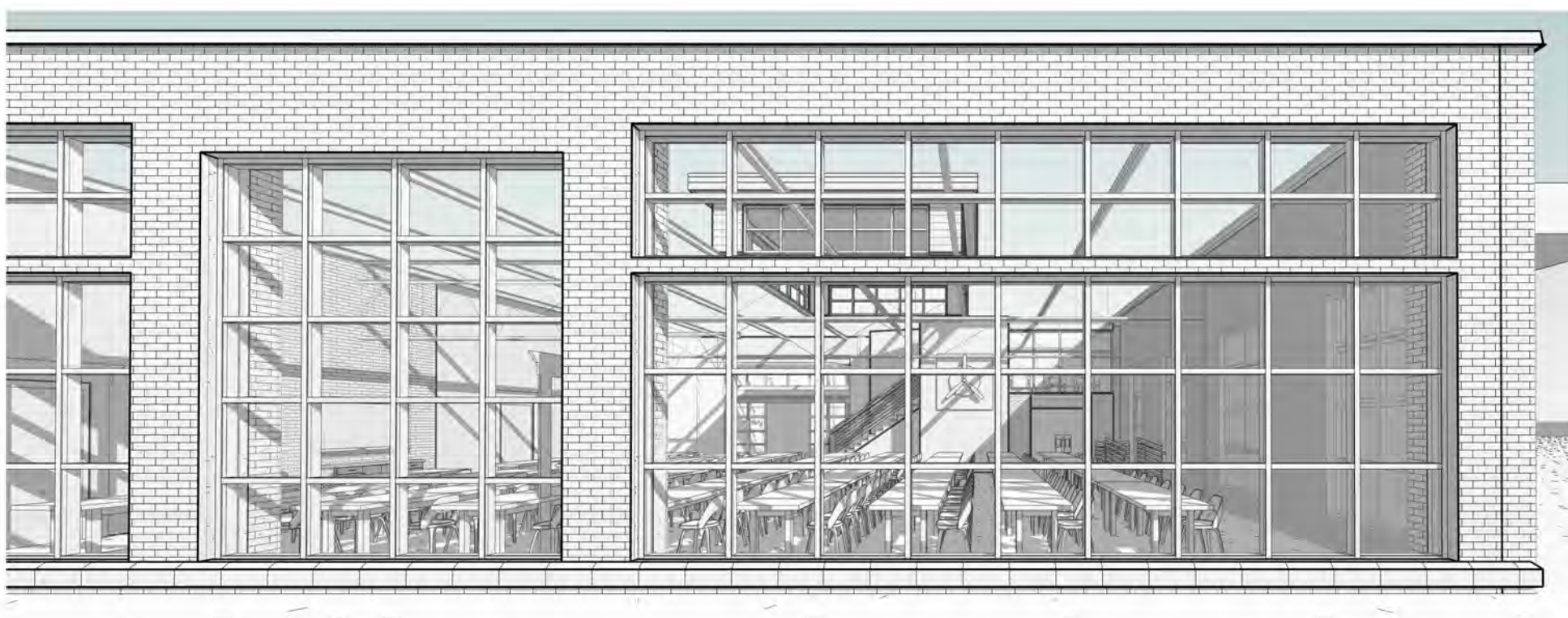
2 3D Corner Walnut & Adams



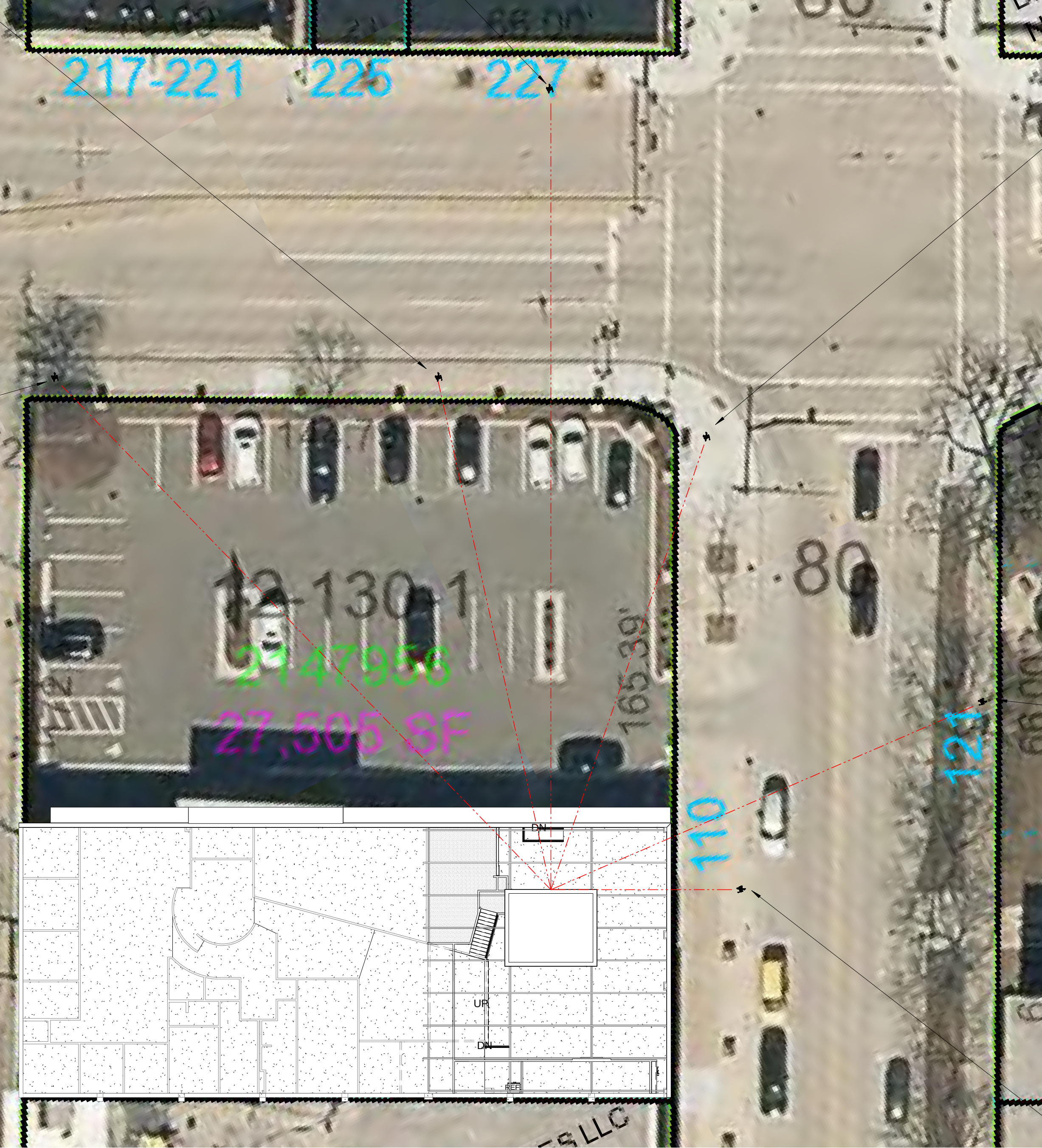
6 3D South West Walnut



3 3D East Side Adams



7 3D West Side Adams



1 LINE OF SIGHT - KEY

NOTE:
ALL 3D VIEWS ARE PROJECTED AT EYE
LEVEL. THAT LEVEL WAS AT 5'-6" OFF OF
FINISHED FLOOR

INITIATIVE
ONE

Enter address
here

PROJEC
BUILDING REMODEL

PROJECT
#030-6-4-17

DRAWN
I. WILSON

ORIGATION
9-7-20

REVISIONS

9-7-20 LINE OF SIGHT CLERESTORY
9-17-20 SIGHT MODIFICATION
9-21-20 BAY MOVE & MAX HEIGHT

CONTENT
CLERESTORY
LINE OF SIGHT

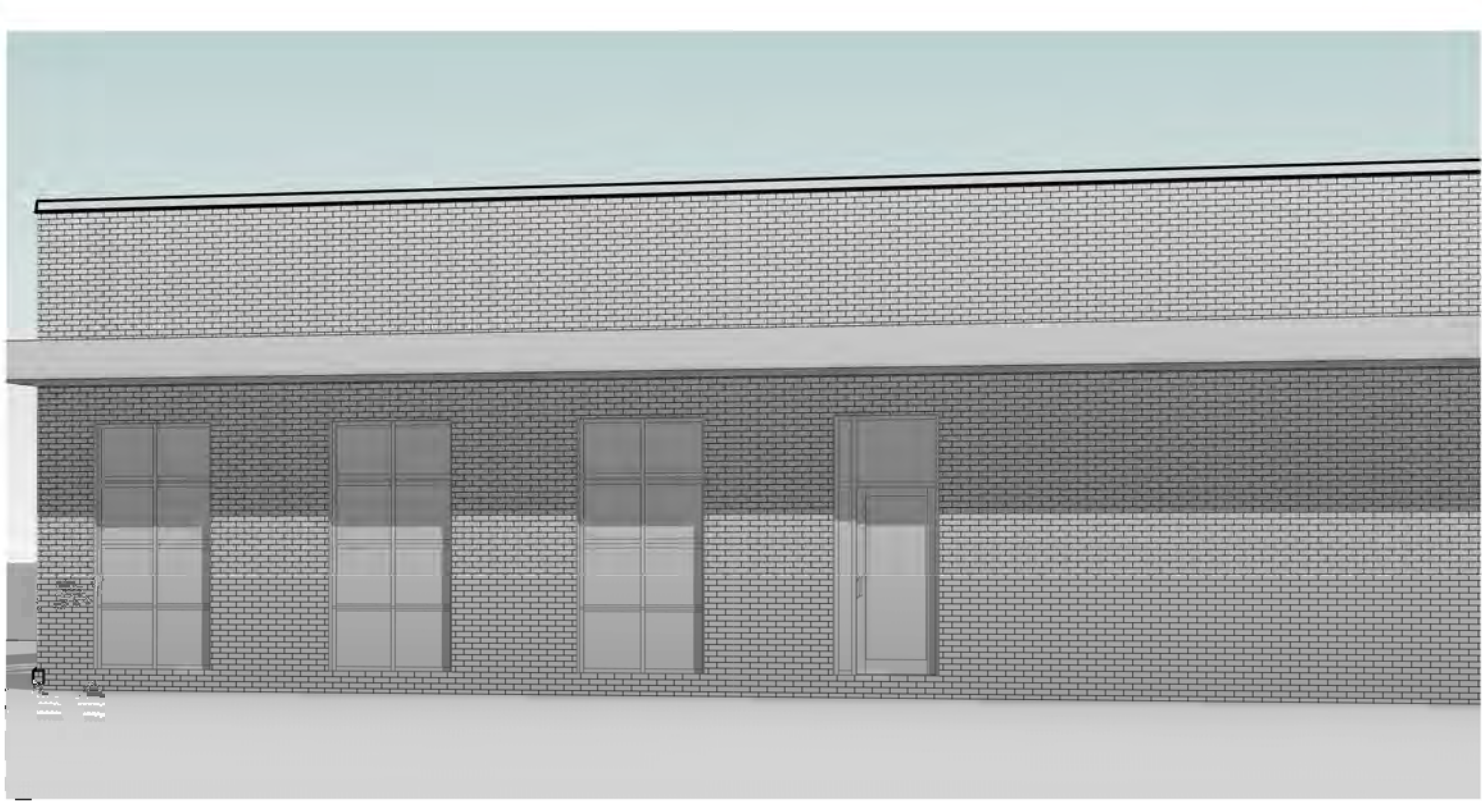
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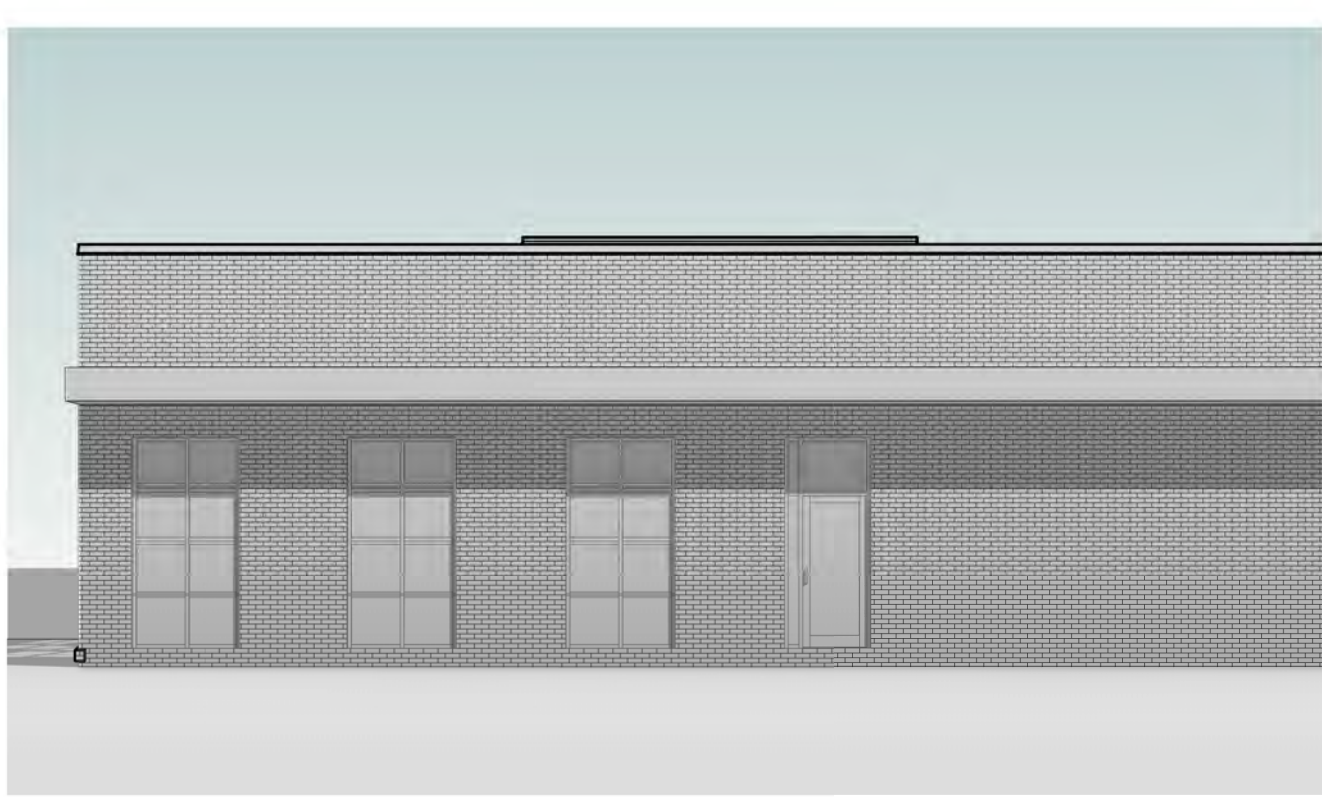
SHEET

C1.0

PRELIMINARY - NOT FOR CONSTRUCTION



5 **3D South Side Walnut**
C1.0



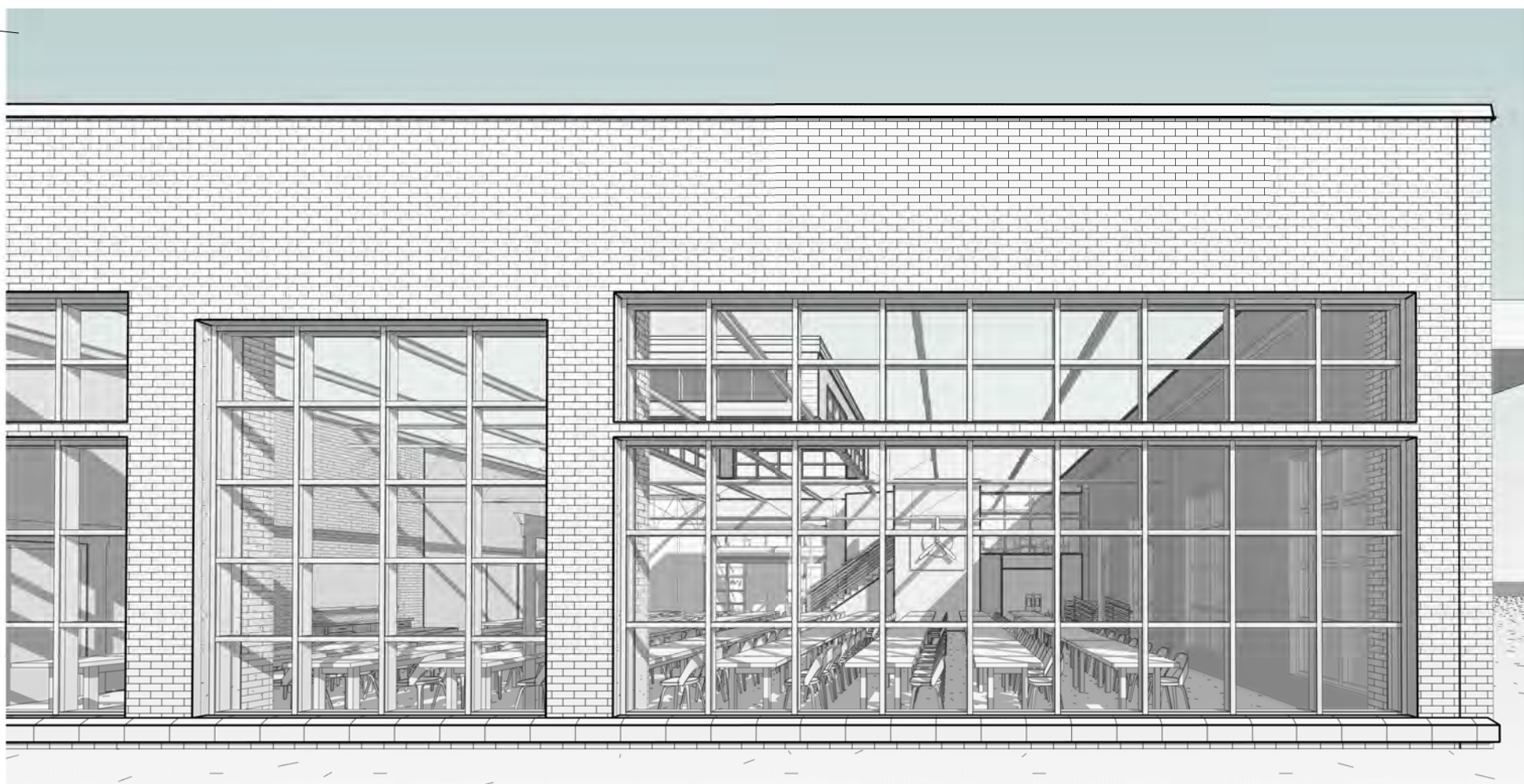
4 **3D North Side Walnut**
C1.0



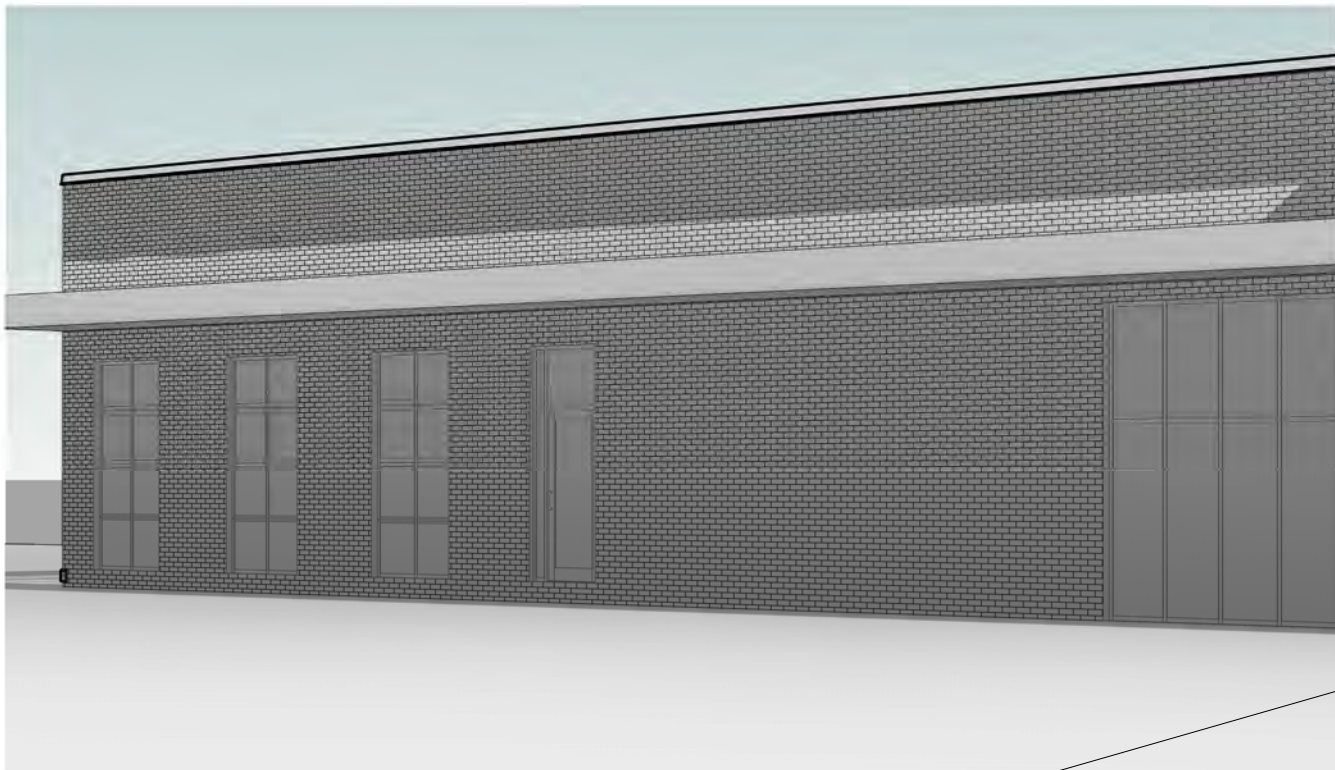
2 **3D Corner Walnut & Adams**
C1.0



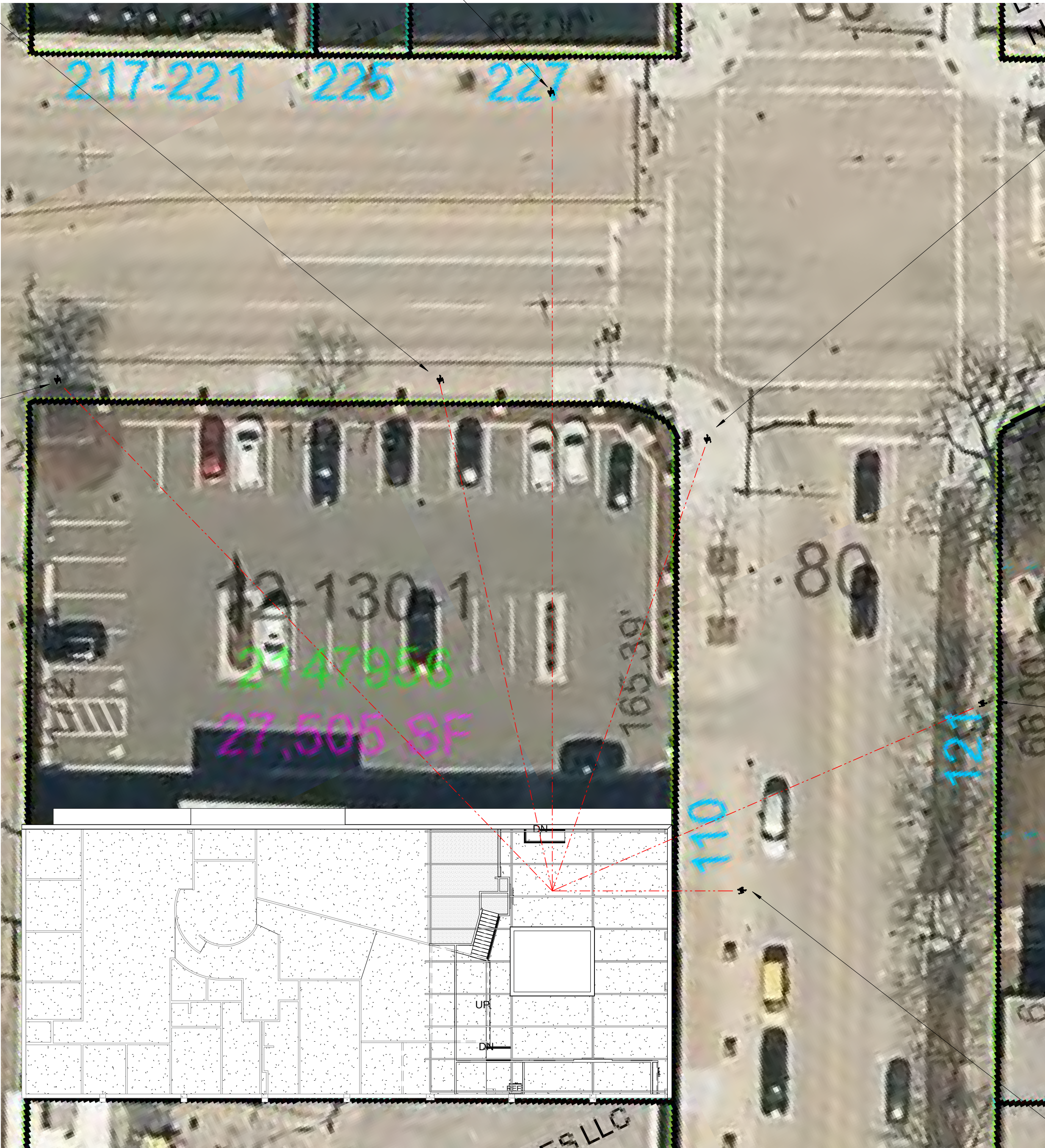
3 **3D East Side Adams**
C1.0



7 **3D West Side Adams**
C1.0

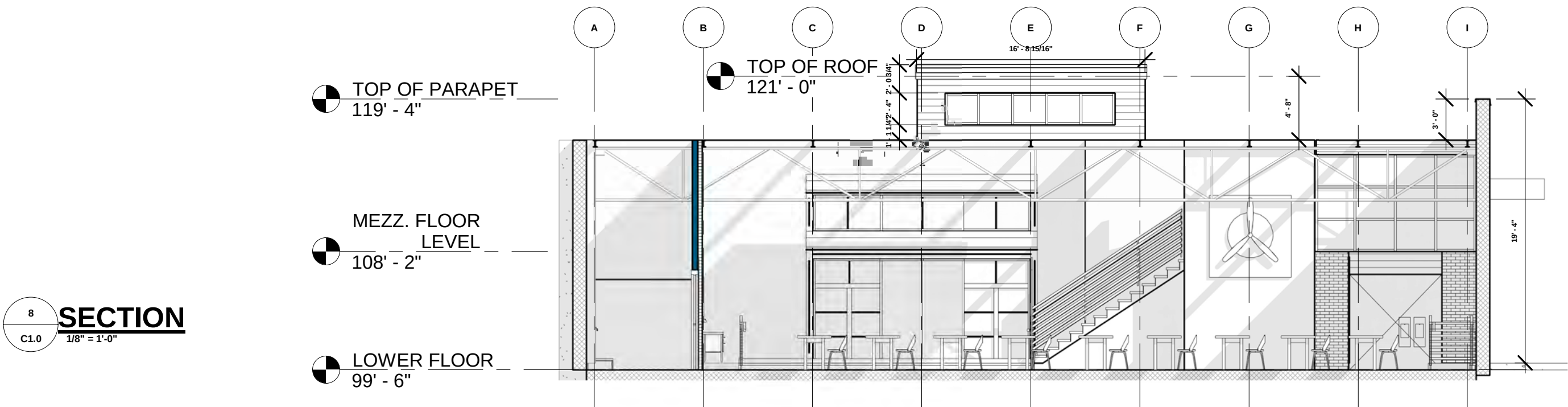


6 **3D South West Walnut**
C1.0



1 **LINE OF SIGHT - KEY**
C1.0 1" = 20'-0"

NOTE:
ALL 3D VEIWS ARE PROJECTED AT EYE
LEVEL. THAT LEVEL WAS AT 5'-6" OFF OF
FINISHED FLOOR



8 **SECTION**
C1.0 1/8" = 1'-0"



Report to the
Landmarks Commission
of the City of Green Bay

MEETING DATE

October 7, 2020

PREPARED BY

Jason Flatt, Staff

AGENDA ITEM # E.3

(COA 20-29) Consideration with possible action on a design review for a rear deck located at 131 S Washington Street (rear).

BACKGROUND

131 S Washington (Al's Hamburgers) is a contributing property in the Downtown NRHP District, built c. 1940. 129 S Washington (Kittner's Pub) is a contributing property within the district, built c. 1870). This district was added to the NRHP in 2019.

The owner of Kittner's Pub at 129 S Washington wishes to construct an outdoor, elevated deck in the courtyard behind Al's Restaurant. The deck is to be 9'-2" above ground. View of this deck will be completely blocked by the Al's Restaurant building (one story tall) on Washington Street and a garage (one story tall) on the alley behind Al's Restaurant.

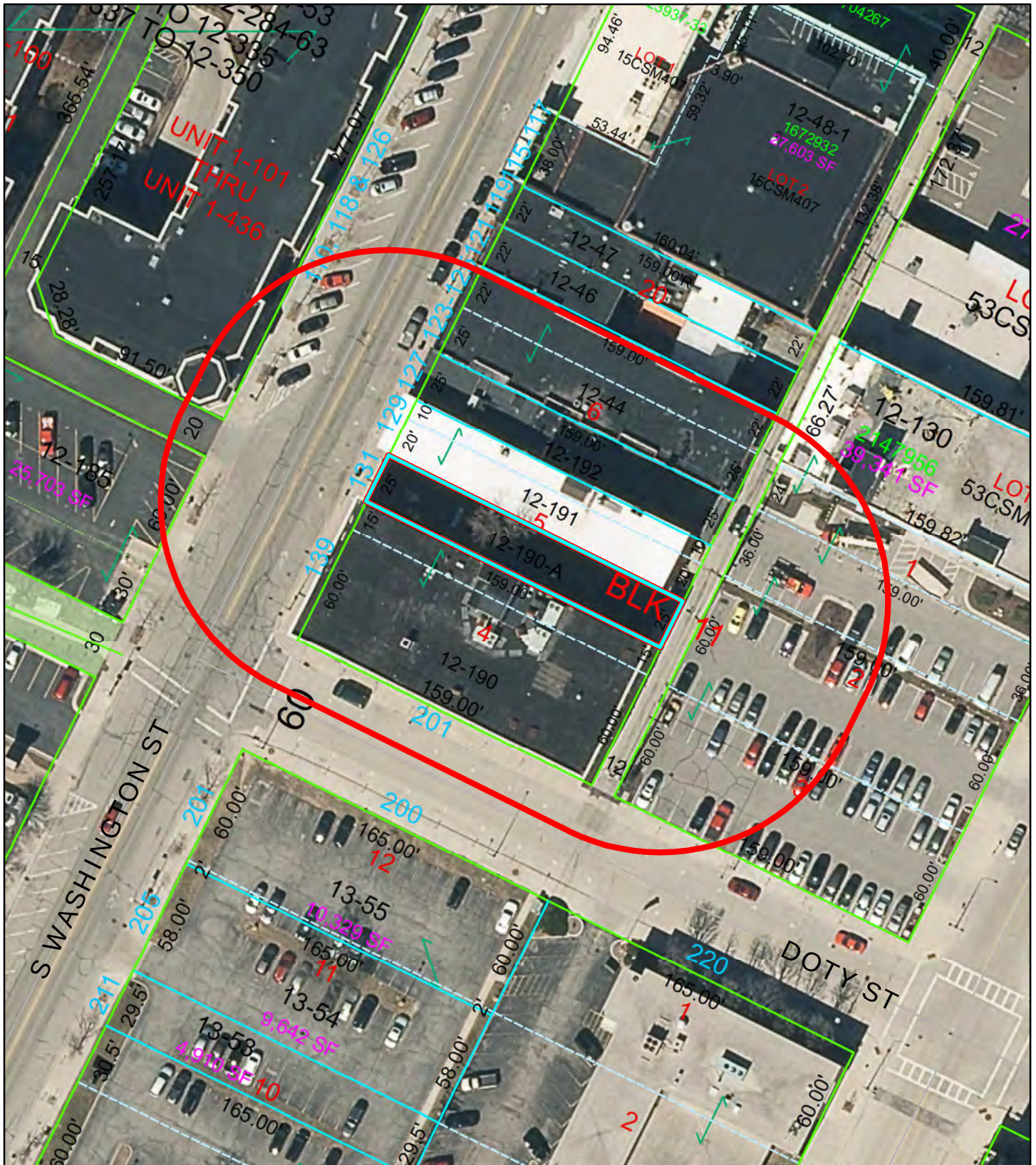
RECOMMENDATION

The LC may wish to verify that the proposed deck can be removed in the future with no damage to the adjacent buildings, and that the side door to Kittner's Pub is already present. Provided that this is true, LC staff recommends approval of the new courtyard deck as proposed. The proposed deck is not visible from any public right-of-way and will have no known negative impact to the district.

FISCAL IMPACT

ATTACHMENTS

1. COA 20-29 Map
2. 131 S Washington Street View
3. COA 20-29 Air Photo
4. COA 20-29 Building Specs
5. COA 20-29, Allunox Aluminum Decking
6. COA 20-29, Allunox Aluminum Railing

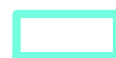


(COA 20-29) New Rear Deck
at 131 S Washington Street

0 15 30 60 Feet



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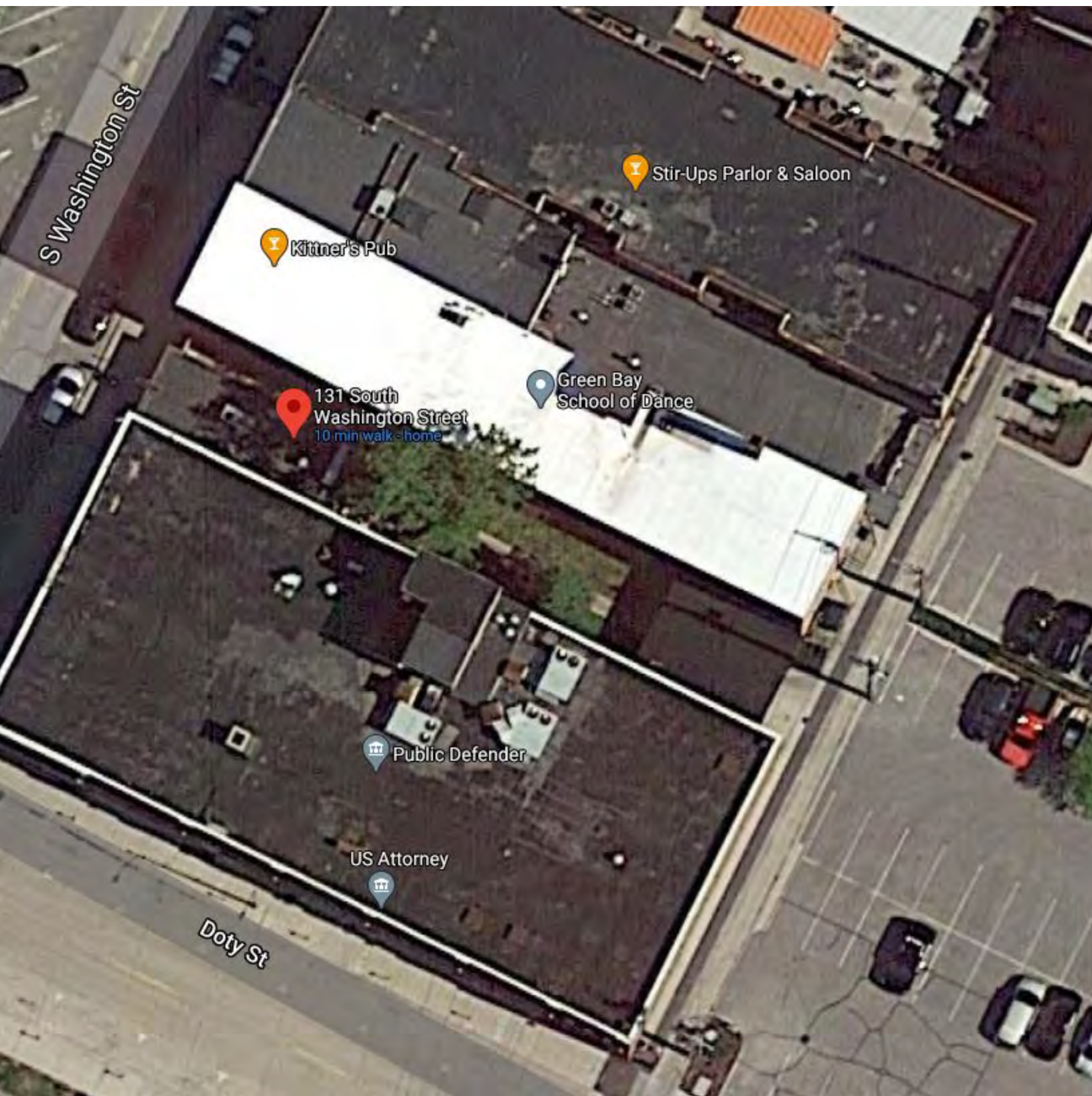


Subject Parcel



100' Notification Area





S Washington St

Stir-Ups Parlor & Saloon

Kittner's Pub

131 South
Washington Street
10 min walk home

Green Bay
School of Dance

Public Defender

US Attorney

Doty St

Deck For:

Karman Development LLP

129 S. Washington St.

Green Bay, Wisconsin

PROJECT INFORMATION

BUILDING SIZE		
NEW	PROJECT AREA	1,120
EXISTING	BUILDING AREA	4,920
	NUMBER OF STORIES	3
	ALLOWABLE AREA	27,000

CONSTRUCTION CLASSIFICATION

NEW – TYPE IIB

OCCUPANCY

1ST FLOOR – ASSEMBLY (A2)

PROJECT LOCATION

129 S WASHINGTON ST.
GREEN BAY, WISCONSIN 54301

OWNER

KARMAN DEVELOPMENT LLP
129 S WASHINGTON ST
GREEN BAY, WI. 54301

FIRE PROTECTION SYSTEMS

AUTOMATIC FIRE SPRINKLER SYSTEM – NFPA 13
STANDPIPE SYSTEMS – NOT REQUIRED
FIRE ALARM SYSTEM – 907.2.2., 907.2.11.2
SMOKE DETECTORS – 907.2.11.1, 907.2.11.2
EXIT SIGNS – PROVIDE EXIT SIGNS PER IBC 1013,1023
FIRE EXTINGUISHERS – INSTALL PER IFC AND APPLICABLE LOCAL CODES
EGRESS LIGHTING:
EXIT LIGHTS REQUIRED PER 1003.2.10.1
MEANS OF EGRESS ILLUMINATION TO BE PROVIDED PER 1003.2.11 = MIN. 1 FOOT CANDLE AVG.
EMERGENCY POWER SHALL BE PROVIDED PER 1003.2.11.2

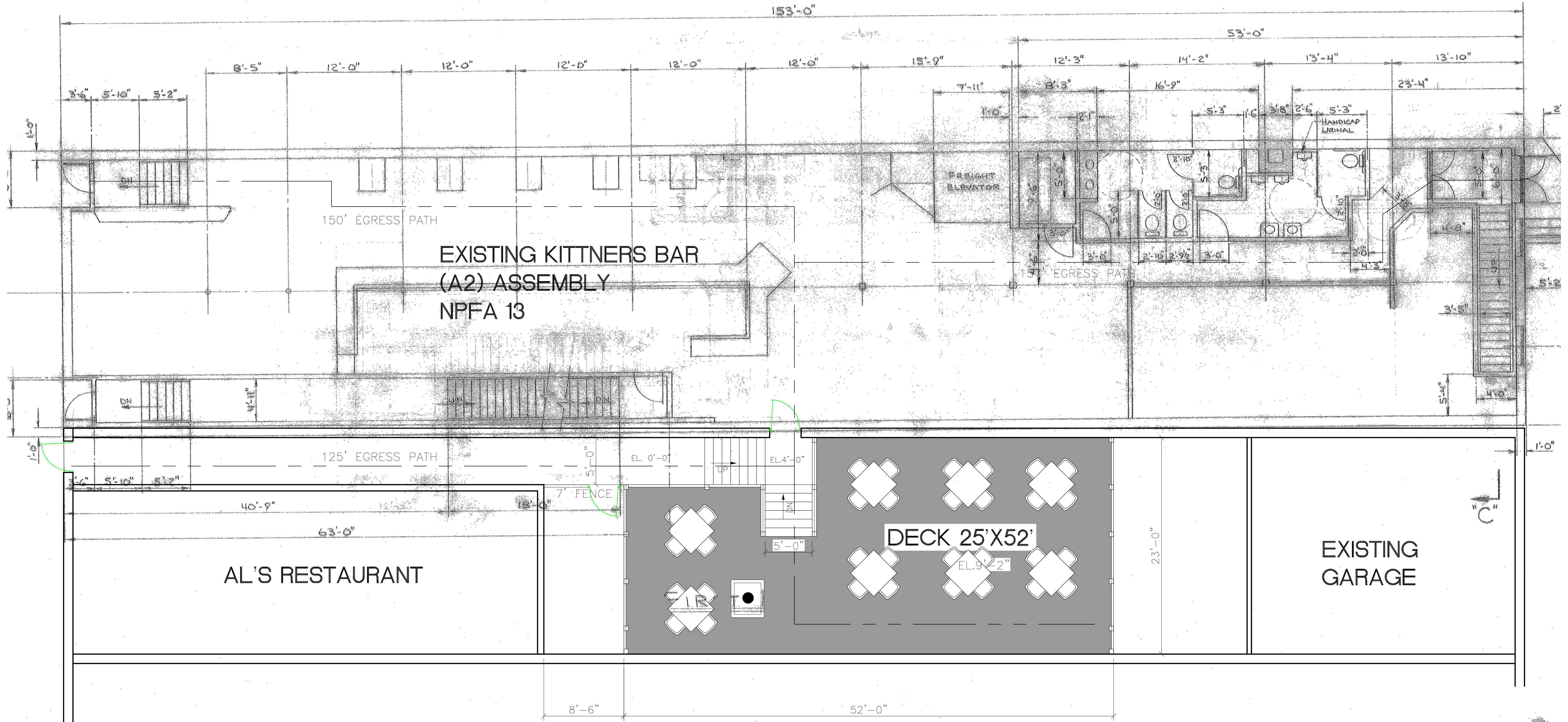
EXIT ACCESS TRAVEL DIST.

PER TABLE 1017.2 – 250’ ALLOWABLE / 92’ ACTUAL EAST EXIT
166’ ACTUAL WEST EXIT

ARCHITECT

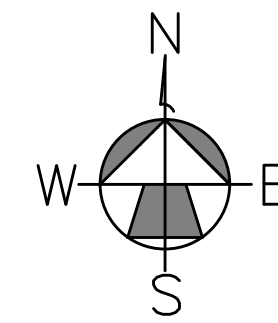
DAVID VAN LANEN
BAY ARCHITECTS
901 PARKVIEW ROAD
GREEN BAY, WISCONSIN 54304
920.337.9400





FIRST FLOOR PLAN

SCALE: 3/16"=1'-0"



NOTE:
ALTHOUGH EVERY
EFFORT HAS BEEN MADE
IN PREPARING THESE
PLANS AND CHECKING
THEM FOR ACCURACY,
THE CONTRACTOR MUST
CHECK ALL DETAILS &
CONSTRUCTION
RESPONSIBLE FOR THE
SAME

REVISION NO.	DATE	REVISION

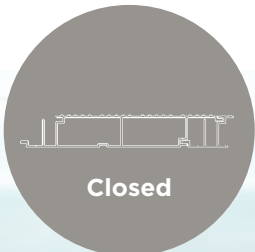
PROPOSED NEW DECK FOR:
KARMIN DEVELOPMENT
GREEN BAY, WISCONSIN
BAY ARCHITECTS, LLC
3049 RAMADA WAY STE. 125
GREEN BAY, WI 54304
PHONE: 920-337-9400

DATE	
FILE	13
JOB NO.	205985

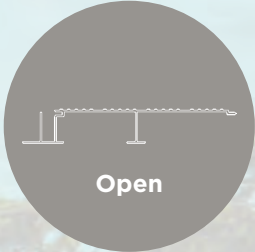
Aluminum Decking



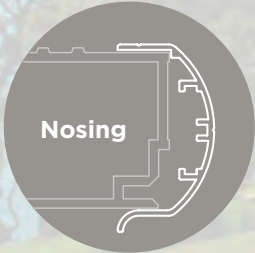
Here is the new ALLUNOX aluminum decking. Made entirely of aluminum, it does not rust and requires no maintenance. It is also extremely durable with an extended life span. The surface is non-slip and resistant to any corrosion. It has been rigorously tested with respect to flammability / combustion (according to National Building Code standards). Our aluminum decking comes with a limited lifetime guarantee. Installation is as easy as inserting each panel into one another, seamlessly and ultimately creating a robust, watertight and uniform floor.



Closed



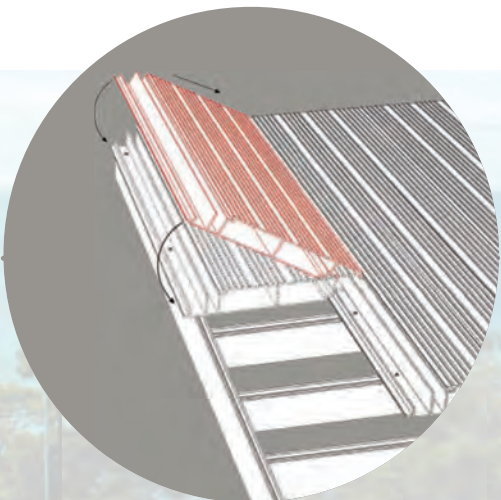
Open



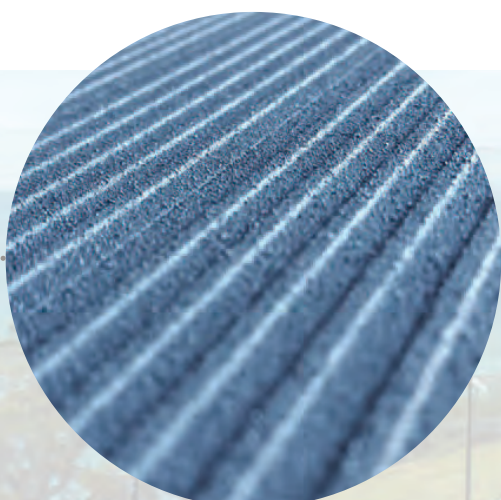
Nosing



Waterproof



Anti-flammable according to CAN/ULC-S114 specifications



Anti-slip powdered paint finish



Anti-slip
Standard
Colors



Special
Orders





Designed to be robust and pleasing to the eye, the Allunox railing system will give you decades of safety and peace of mind.

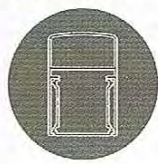
Handrail

Posts

Spindles

S1000

2 1/4" x 1 1/2"



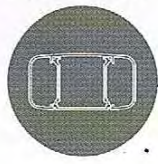
S2000

2 1/4" x 2"



S3000

1 5/16" x 2 1/2"



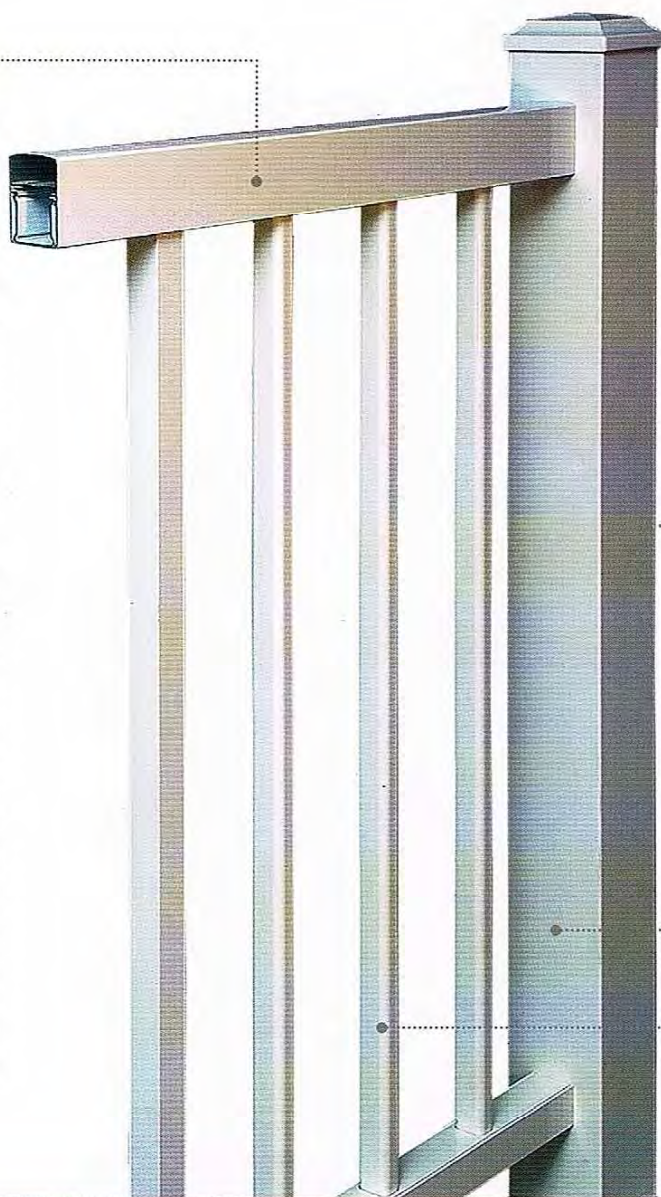
S4000

2 1/2" x 2 1/2"

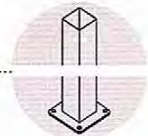


S5000

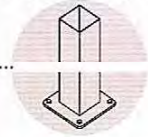
3 1/8" x 2 1/2"



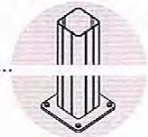
2 1/4" x 2 1/4"



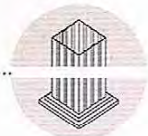
3 5/16" x 3 5/16"



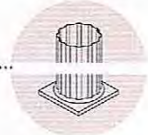
3 1/2" x 3 1/2"



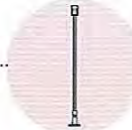
6" x 6"



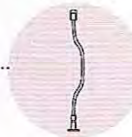
6" diam.



Straight



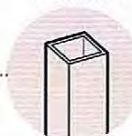
Curved



1" x 3/4"



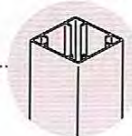
1" x 1" smooth



1" x 1" fluted



1 3/8" x 1 3/8" smooth



Colors

White

Sand

Dark Brown

Black





MINUTES OF THE COMMON COUNCIL

TUESDAY, OCTOBER 20, 2020, 6:00 PM

Virtual Meeting.

Public may join via Zoom.

A. ZOOM MEETING INFORMATION.

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

B. ROLL CALL.

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

C. PLEDGE OF ALLEGIANCE.

D. INVOCATION.

I. The invocation will be lead by Pastor Rachel Knoke of Trinity Lutheran, at the invitation of Mayor Eric Genrich.

The invocation was led by Pastor Rachel Knoke of Trinity Lutheran, at the invitation of Mayor Eric Genrich.

E. APPROVAL OF MINUTES.

I. Approval of the minutes from the October 6, 2020 Common Council Meeting.

Moved by Ald. Barbara Dorff, seconded by Ald. Craig Stevens to approve. Motion carried.

F. APPROVAL OF THE AGENDA.

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

G. REPORT BY THE MAYOR.

H. ANNOUNCEMENTS.

I. RECOGNITIONS AND AWARDS.

I. The City of Green Bay received the American Public Works Association Project of the Year, 2020 for the Webster Avenue reconstruction.

J. APPOINTMENTS.

Moved by Ald. Barbara Dorff, seconded by Ald. Randy Scannell to confirm the new appointments. Motion carried.

Moved by Randy Scannell, seconded by Veronica Corpus-Dax to confirm the re-appointments. Motion carried.

1. New Appointments

Police and Fire Commission

Melissa Cheslock, 2910 Ballybunion Lane, Green Bay, 54311

Term to expire: May 1, 2022

Brown County Plan Commission

John LeRoy, 1130 Eliza Street, Green Bay, 54301

Term to expire: May 1, 2023

2. Reappointments

Green Bay Room Tax Commission

Warren Wanezek, 2365 Donarski Ct., Green Bay, 54302

Term to expire: November 1, 2021

Wendy Townsend, 850 Ernst Dr., Green Bay, 54304
Term to expire: November 1, 2021

K. ORDINANCES - SECOND READING FOR ADOPTION.

Moved by Ald. Barbara Dorff, seconded by Ald. Veronica Corpus-Dax to suspend the rules and take up Items 1-3 and 5-7 with a roll call vote. Motion carried.

Moved by Ald. Randy Scannell, seconded by Ald. Barbara Dorff to adopt Ordinances 1-3 and 5-7. Motion carried.

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

1. General Ordinance 37-20

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

2. General Ordinance 38-20

An ordinance amending Sec. 29.307, Green Bay Municipal Code, index of traffic regulations.

3. General Ordinance 33-20

An ordinance amending Sec. 29.203, Green Bay Municipal Code, relating to Class "B" parking violations, (4) Railroad crossing.

4. General Ordinance 25-20

An ordinance creating Chapter 50, Green Bay Municipal Code, relating to equal rights.

Moved by Ald. Randy Scannell, seconded by Ald. Barbara Dorff to approve Item 4.

Moved by Ald. Bill Galvin, seconded by Ald. Brian Johnson to open the floor for discussion. Motion carried.

Moved by Ald. Randy Scannell, seconded by Ald. Lynn Gerlach to close the floor for discussion.

Motion carried.

A vote was taken on the original motion and motion carried.

Yes- Barbara Dorff, Bill Galvin, Brian Johnson, Craig Stevens, Mark Steuer, Randy Scannell, Veronica Corpus-Dax, Kathy Lefebvre, Lynn Gerlach, No- Chris Wery, Jesse Brunette, John VanderLeest

5. Zoning Ordinance No. 13-20

Minutes of the Common Council

An ordinance to rezone parcels along 0 North Huron Road from Rural Residential (RR) to Conservancy (CON).

6. Zoning Ordinance No. 14-20

An ordinance amending Zoning Ordinance No. 09-03 for Planned Unit Residential District located in the 2000 Block of Morrow Street.

7. General Ordinance No; 36-20

An ordinance amending Sections 25.04(1) and (11), Green Bay Municipal Code, relating to modifying daily park hours.

L. REPORT OF THE REDEVELOPMENT AUTHORITY (OCTOBER 13, 2020).

Moved by Ald. Barbara Dorff, seconded by Ald. Bill Galvin to approve with the exception of Item 3. Motion carried. Ald. Brian Johnson abstained from Item 4.

1. To approve the Housing Study provided by MSA Professional Services Inc. and recommend to Common Council.

2. To make no movement regarding the purchase of 2350 E. Mason Street a/k/a East Town Mall.

The Council may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

3. To approve and recommend to Common Council the reallocation of \$136,000.00 in federal CARES (CDBG-CV) funds from Green Bay Conservation Corps to Homelessness Assistance Programs.

Moved by Ald. Chris Wery, seconded by Ald. Jesse Brunette to send the contract awardees back through Council.

Moved by Randy Scannell, seconded by Barbara Dorff to open the floor. Motion carried.

Moved by Randy Scannell, seconded by Mark Steuer to close the floor. Motion carried.

Ald. Chris Wery withdrew his motion.

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

Minutes of the Common Council

carried.

4. To approve and recommend to Common Council the reallocation of \$20,000.00 in federal CARES (CDBG-CV) funds from Administration to Business Improvement District Events.

5. To refer to staff the communication from Ald. Steuer (District 10) to involve city staff, apartment owners, apartment renters, apartment association owners, and other housing related entities to work on and create a City Housing Ordinance that will work for owner and renter alike, with possible action.

M. REPORT OF THE IMPROVEMENT & SERVICES COMMITTEE (OCTOBER 14, 2020).

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

1. To deny the request by Bryan Hoff to appeal the nuisance, litter and solid waste materials invoice of \$411.89 at 1019 Velp Avenue.

2. To receive and place on file for the Department of Public Works to study the costs of recycling plastics versus collecting plastics as garbage and implementing the process that saves the City the most money. (Ald. Galvin)

3. To approve the request by Paul's Pantry, Inc. to rescind the special assessments for pavement construction levied against Parcel 20-271 associated with the North Webster Avenue reconstruction project in exchange for recording on the parcel deed a relinquishing of access rights from the Parcel to North Webster Avenue.

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

A. Granting of Licenses

I. Sidewalk Builder

- a. Tri-North Builders, Inc.
- b. Concrete Kings

N. REPORT OF THE PROTECTION & POLICY COMMITTEE (OCTOBER 12, 2020).

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

1. To receive and place on file a request by Ald. Brian Johnson for the Green Bay Police Department to provide a report on the surge of recent gun violence and other violent crimes in our community. A candid conversation around data, community comparisons, policing strategies and support needed from council and our community to understand and respond to the growing number of incidents is encouraged.

2. To approve a change of agent for Tar Escapades, LLP at 2657 University Ave.

3. To approve a change of agent for Kwik Trip 420 at 1712 E. Mason St.

4. To hold a request by Ald. Brunette to refund the re-inspection fees at 2468 West Point and for the city to appeal to the federal government to allow for the property owner's shed to remain, previously discussed at the April 27 and August 10 Protection & Policy Committee meetings.

5. To recommend that Council waive the ordinance requirements for an outdoor premise and approve a request by Kittner's Pub at 129 S. Washington St. to amend the liquor license to include an outdoor deck, with the approval of the proper authorities.

6. To approve an application for a "Class A" Liquor and "Class A" Beer license by RKO Enterprise Inc. at 2278 Bay Settlement Road with a license premises description as "small office and walk in cooler area, main open retail space," with the approval of the proper authorities. (Currently licensed as Bay Petro, LLC).

7. To approve an application for a "Class A" Liquor and Class "A" Beer license by Friends Convenience, Inc. at 1300 S. Military Ave. with a licensed premises description as "WALK IN COOLER, BEHIND COOLER," with the approval of the proper authorities. (Currently licensed as Convenience Store Operations, LLC).

8. To receive and place on file the Liquor Violation Report for October 12, 2020.

9. To receive and place on file the Water Utility Department regarding the lead pipe removal project.

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

Moved by Ald. Randy Scannell, seconded by Ald. Lynn Gerlach to approve. Motion carried. Ald. Mark Steuer abstained from Scott Vanidestine.

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

P. REPORT OF THE PLAN COMMISSION (OCTOBER 12, 2020).

Moved by Ald. Randy Scannell, seconded by Ald. Barbara Dorff to approve with the exceptions of Items 2 and 6. Motion carried.

1. To refer to staff a communication from Ald. Steuer (District 10) to review Zoning Code 13.541 pertaining to "fence location and heights" in order to seek updates on revisions to increase the efficiency of the ordinance.

2. To authorize a Conditional Use Permit (CUP) for a Material Recovery Facility (Auto & Metal Salvage Operation) at 1156 Velp Avenue, subject to the following conditions:

a) Salvage operations are prohibited along the Velp Avenue frontage within an area encompassed by the Velp Avenue right-of-way/western property line on the south extending northeast 130 ft. along the western property line and 200 ft. along the Winford Avenue right-of-way / eastern property line;

- b) Area prohibited for salvage uses (referenced in condition 1) shall have pavement, curb-cuts, and other improvements removed and the area returned to vegetative ground cover;
- c) Unused curb-cuts along Winford Avenue be removed and replaced with appropriate curbing as regulated by the Department of Public Works;
- d) Inclusion of a landscaped buffer/vegetative screen along the south side of the fence that is a minimum of six feet in height and not less than 90 percent opaque on a year-round basis;
- e) No drop-off/pick-up or other business operations are permitted after 7:00 p.m. on Monday through Friday or after 1:00 p.m. on Saturdays; No business shall be conducted on Sunday's;
- f) Area prohibited for salvage uses (referenced in condition 1) be brought forward for a zone change request from the General Industrial District designation to a Commercial District designation; and
- g) All conditions shall be in place prior to establishment/occupancy of the auto salvage / scrap yard use.

Moved by Ald. Veronica Corpus-Dax, seconded by Ald. Barbara Dorff to refer Item 2 back to committee. Motion carried.

3. To authorize a Conditional Use Permit (CUP) for a two-family dwelling in an Office/Residential (OR) district at 114 South Ashland Avenue, subject to compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit. (Public Hearing held 10/12/20)

4. To authorize a Conditional Use Permit (CUP) for a secondhand store located at 1524-1526 North Irwin Avenue, subject to:

- 1) Compliance with all other regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit.
- 2) A site plan is submitted per Chapter 13-1800, Green Bay Zoning Code.
- 3) External display or sale of products are limited to the requirements found in Chapter 13-522(a)(7), Green Bay Zoning Code. (Public Hearing held 10/12/20)

5. To rezone a portion of 3200 Finger Road from Rural Residential (RR) to Highway Commercial (C2). (Public Hearing held 10/12/20)

6. To authorize a Conditional Use Permit (CUP) for a restaurant drive-through at 901 Main Street, subject to the following conditions:

- 1) No objections from the Green Bay Fire Chief regarding EMS and fire service.
- 2) Approval from the Zoning & Planning Board of Appeals for the variance request eliminating the need for an emergency exit lane. (Public Hearing held 10/12/20)

Moved by Ald. Veronica Corpus-Dax, seconded by Ald. Randy Scannell to hold Item 6 for 90 days.
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Moved by Ald. Kathy Lefebvre, seconded by Ald. Mark Steuer to open the floor for discussion. Motion carried.

Moved by Barbara Dorff, seconded by Randy Scannell to close the floor for discussion. Motion carried.

A vote was taken on the original motion and motion carried. Ald. Brian Johnson abstained.

7. To amend the City's Development District Map along Finger Road.

8. To amend the City's Development District Map along Nicolet Drive.

9. To amend the City's Development District Map along N. Northview Road and Luxemburg Road.

Q. REPORT OF THE FINANCE COMMITTEE (OCTOBER 13, 2020).

Moved by Ald. Veronica Corpus-Dax, seconded by Ald. Barbara Dorff to approve with the exception of Item 6. Motion carried.

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

2. To approve a request to purchase a TEAMS Video Integration System for Green Bay Fire Department for a sum of \$142,959.09 off of the University of Wisconsin System state contract using CARES Route to Recovery grant.

3. To approve request to purchase a TEAMS Video Integration System for Green Bay Police Department for a sum of \$124,102.80 off of the University of Wisconsin System state contract using CARES Route to Recovery grant.

4. To approve request to purchase wireless network equipment for city buildings for a sum of \$146,600.74 off of the University of Wisconsin System state contract using CARES Route to Recovery grant.

5. To approve a contract with WISCNet for redundant internet connection to St. Norbert college for a one time cost of \$54,219, with an annual maintenance cost of \$4,356 using CARES Route to Recovery grant. Sole Source Attached.

6. To award a 3 year contract with two additional 1-year options for Financial Audit Services to Bakertilly, the highest scoring proposer to RFP #3268 for a 5 year total of \$280,300 for the City portion of the contract. Metro Transit and Water Utility will also consider Bakertilly for their audit services.

Moved by Ald. Randy Scannell, seconded by Ald. Barbara Dorff to approve Item 6. Motion carried.

7. To approve a resolution authorizing 2020 transfer of \$17,081.60 from Contingency to Fire New Equipment account related to replacement tornado siren on Lombardi at Lambeau approved at Common Council meeting on 8/18/2020.

8. To approve a resolution authorizing 2020 transfer of \$4,542.70 from Contingency to Tax adjustment and Accounts Payable accounts related to payment of 2018 Omitted real estate property tax bill for 2884 Sussex Road approved at Common Council meeting on 1/14/2020.

R. REPORT OF THE PARK COMMITTEE (OCTOBER 14, 2020).

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

1. To approve Downtown Green Bay Inc. to fund and install a holiday light display at CityDeck.

2. To award the purchase of playground equipment at Baird Park and Olde Preble Neighborhood Park to the vendor/vendors selected by the Playground Selection Committee contingent upon the playgrounds not exceeding the total cost of \$42,000 for Baird Park and \$66,500 for Olde Preble Neighborhood Park.

S. REPORT OF THE PERSONNEL COMMITTEE (OCTOBER 13, 2020).

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

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

- a. Building Inspector - Community & Economic Development
- b. Neighborhood Compliance Inspector - Community & Economic Development
- c. Parking Maintenance Technician (PMT) - Public Works
- d. Administrative Clerk - Community & Economic Development

T. REPORT OF THE ECONOMIC DEVELOPMENT AUTHORITY (OCTOBER 5, 2020).

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

I. To approve a planning option with GB Real Estate Investments, LLC, for the property located at 416 N. Monroe Avenue (Tax Parcel 11-92).

The Council may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Council may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

U. COMMITTEE OF THE WHOLE.

I. Consideration with possible action on the request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers.

- a. Custodian II
- b. Building Services Coordinator

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

2. Consideration with possible action on prohibiting weapons, including firearms, in any part of a building that is owned, occupied, or controlled by the City while being used for in-person polling locations and central count.

Moved by Ald. Barbara Dorff, seconded by Ald. Veronica Corpus-Dax to approve.

Moved by Ald. Barbara Dorff, seconded by Ald. Bill Galvin to open the floor for discussion. Motion

carried.

Moved by Ald. Randy Scannell, seconded by Ald. Craig Stevens to close the floor for discussion. Motion carried.

Moved by Ald. Brian Johnson, seconded by Ald. Jesse Brunette to amend the policy just for the November 2020 election. Motion failed.

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

Yes- Barbara Dorff, Bill Galvin, Craig Stevens, Mark Steuer, Randy Scannell, Veronica Corpus-Dax, Kathy Lefebvre, Lynn Gerlach, No- Brian Johnson, Chris Wery, Jesse Brunette, John VanderLeest

V. RECEIVE AND PLACE ON FILE.

Moved by Ald. Randy Scannell, seconded by Ald. Barbara Dorff to receive and place on file. Motion carried.

1. Building Permit Report for September 2020

2. Municipal Court Report for September 2020

W. RESOLUTIONS.

Moved by Ald. Randy Scannell, seconded by Ald. Barbara Dorff to suspend the rules and adopt Resolutions 2-3 and 5-7 with one roll call vote. Motion carried.

Moved by Ald. Randy Scannell, seconded by Ald. Barbara Dorff to adopt Resolutions 2-3 and 5-7. Motion carried.

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

1. Resolution authorizing conditional use permit at 1156 Velp Avenue.

2. Resolution authorizing conditional use permit at 114 South Ashland Avenue.

3. Resolution authorizing conditional use permit at 1524-1526 North Irwin Avenue.

4. Resolution authorizing conditional use permit at 901 Main Street.

5. To approve an amended resolution authorizing 2020 transfer of \$17,081.60 from Contingency to Fire New Equipment account related to replacement tornado siren on Lombardi at Lambeau approved at Common Council meeting on 8/18/2020.

6. To approve a resolution authorizing 2020 transfer of \$4,542.70 from Contingency to Tax adjustment and Accounts Payable accounts related to payment of 2018 Omitted real estate property tax bill for 2884 Sussex Road approved at Common Council meeting on 1/14/2020.

7. Resolution drawing final orders to contractors for October 20, 2020.

8. Resolution prohibiting the possession of weapons at polling places.

Moved by Ald. Barbara Dorff, seconded by Ald. Randy Scannell to adopt. Motion carried.
Yes- Barbara Dorff, Bill Galvin, Craig Stevens, Mark Steuer, Randy Scannell, Veronica Corpus-Dax, Kathy Lefebvre, Lynn Gerlach, No- Brian Johnson, Chris Wery, Jesse Brunette, John VanderLeest

X. ORDINANCES - FIRST READING.

Moved by Ald. Randy Scannell, seconded by Ald. Veronica Corpus-Dax to suspend the rules and advance Ordinances 1 through 4. Motion carried.

Moved by Ald. Randy Scannell, seconded by Ald. Craig Stevens to advance Ordinances 1 through 4. Motion carried.

1. Zoning Ordinance No. 15-20

An ordinance rezoning a portion of property located at 3200 Finger Road from Rural Residential (RR) District to Highway Commercial (C2) District.

2. Planning Ordinance No. 02-20

An ordinance amending the Development District Map of the City of Green Bay to revise the Boundaries of the Urban Reserve and Urban Expansion Districts along Finger Road.

3. Planning Ordinance No. 03-20

An ordinance amending the Development District Map of the City of Green Bay to revise the Boundaries of the Urban Reserve and Urban Expansion Districts along Nicolet Drive.

4. Planning Ordinance No. 04-20

An ordinance amending the Development District Map of the City of Green Bay to revise the Boundaries of the Urban Reserve and Urban Expansion Districts along Northview Road and Luxemburg Road.

Y. REFERRAL OF PETITIONS & COMMUNICATIONS.

Moved by Ald. Randy Scannell, seconded by Ald. Barbara Dorff to refer the petitions and communications to the appropriate Committee or Commission. Motion carried.

A request by Ald. Veronica Corpus-Dax to the Planning Commission to look at regulations regarding the current zoning code and "Drive Thru" or "Pickup" lanes, and the necessity of bypass lanes and/or menu boards.

A request by Ald. Kathy Lefebvre to the Parks Committee to look into Farlin's parking lot on Eastman Ave. and where the playground equipment & splash pad are located. As the park parking lot is almost a block away, it is causing illegal parking in the 1500 block of Smith Street, which is a dead end. The 1500 block of Harold has a cul-de-sac and reports no problem with parking for the park.

A request by Ald. Jesse Brunette to the Traffic Commission to consider changing the speed limit on Hillcrest.

Z. ADJOURNMENT.

Moved by Ald. Bill Galvin, seconded by Ald. Randy Scannell to adjourn at 8:42p.m. Motion carried.

Kim Wayte Green Bay
Deputy City Clerk

These minutes in their entirety, are available in the City Clerk's Office and on the City website at greenbaywi.gov

VERBATIM MINUTES

- [Ms. Jeffreys] Okay, we are now recording.

- I call to order The Meeting Of The Green Bay Common Council For Tuesday, October 20th, 2020. Clerk.

- Well I'm present your honor.

- I think you have a quorum and we will proceed. Please rise for the "Pledge Of Allegiance"

- "I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all".

- Now, before we move to the invocation I just want to introduce Pastor Rachel Knoke from Trinity Lutheran. Really appreciate her making some time to join us this evening. My family and I have had the privilege of attending a few services over at Trinity Lutheran and have always really appreciated the sermons that have been offered and no disrespect to any of the priests from my wife's childhood who might be on the Zoom tonight, but after witnessing the sermon that Pastor Rachel offered not this past Easter, but the previous one Emily said it was the best sermon she'd ever heard. So really lucky to have Rachel joining us tonight to offer the Invocation which I think is for a pretty important meeting, hoping that we'll be able to advance the Equal Rights Ordinance and wanted to have Pastor Rachel here as somebody who is obviously a member of the faith community, but also a real advocate for social justice and equal rights in our city here. So with that, we'd like to pass the mic to Pastor Rachel Knoke from Trinity Lutheran, pastor.

- Thank you so much for having me and for the invitation and mayor I don't appreciate you setting the bar quite so high but we do gather tonight and I would invite you to just take a moment and pray with me. So I do pray that the Lord would be with you. Gracious God, we thank you for your gift of vocation and especially for all of these men and women who have answered your call to serve their community in public leadership. We know that no matter our background or story, we are all equal before you, because we are equally imperfect. We each come with our own ideas of goodness, our own convictions of right, our own insistence that our way is the way. I'm gonna ask that you would soften our arrogance and crack open our stubborn hearts, open our eyes to see your vision for who we could be. Remind us that there is more to choosing good than just hating evil or to being faithful than just standing still. Give us all the courage we need to take each next step and if we air, let us air on the side of grace, on the side of justice, on the side of love, until the world that we live in, isn't a reflection of us but of you. Give us the strength and patience to work for the day when each hungry

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child, every lonely elder, every beautiful child wondering if they belong knows that there is a place at the table for them. Lord this is not our world it is yours. Keep us humble in the work you've set before us that we might keep growing into the people that you are calling us to be. In your loving name we pray. Amen.

- Thank you so much Pastor. Now we're on to "Approval of Minutes".

- Move to approve.

- [Alder Stevens] Second.

- Motion made by Alder Dorff, Seconded by Alder Stevens to approve the minutes from the October 6, 2020 Meeting. Any corrections? Seeing no requests, all in favor signify by say aye. Aye.

- Nay, the ayes have it. "Approval of the Agenda".

- Motion to approve.

- Second.

- Motion made by Alder Scannell, seconded by Alder Corpus-Dax. Any changes to be made?

- May I?

- Yes, Alder Johnson.

- I emailed Chief Of Staff Jeffreys on this and I think she was checking into it but the Landmarks Commission Report is missing from the agenda, but it was actually included in the agenda packet on the website. So I'm just curious if we're supposed to be taking that report up tonight or not.

- Very good. Chief Of staff Jeffreys?

- [Ms. Jeffreys] Yes, I had actually asked our planner Stephanie Hummel to address the issue since she was the one who actually is managing that report and I couldn't see what Alder Johnson saw in from my end. So unfortunately I could not see where that report was mistakenly placed.

- It was published on the website agenda packet and I think because it's not on the agenda, I presume it's a moved point if it's not been published and that it would be taken up at the next meeting but I was just looking to maybe get some clarity on that before we proceeded.

- [Attorney Chavez] This is Attorney Chavez, that is correct.

- So we'll just adjust it at our next meeting? Attorney Chavez, we can just take it up at our next meeting?

- [Attorney Chavez] Yeah. So it would just be item included in the packet. There's nothing to do on my end from the agenda.

- Okay, thank you.

- [Alder Lefebvre] May I?

- Alder Lefebvre on the agenda?

- [Alder Lefebvre] May I just make a quick suggestion for Alder Johnson? It's really hard sometimes to hear what he's saying 'cause there's such an echo that he should get a headset that he can plug into his computer. It'll keep that echoing down I believe.

- Thanks Alder. So we do have a motion and a second. All in favor of adopting the agenda will signify by saying aye. Aye.

- Who's nay? The ayes have it. The agenda has been approved. Onto "Report by the Mayor", just a couple of things to touch on tonight. First, I just wanted to let you all know that I will be doing a little bit of a budget open house. I did that last year and was able to do it in-person on the East side and the West side because we're living in COVID times, I'll be doing it virtually but planning to do it Thursday, October 29th. We'll be sure to send all that information to Alders so you can attend or watch the recording of it and obviously inviting members of the public to participate and sit through that presentation. So details will be forthcoming on that but just wanted to put a pin in that date for you all and then of course we have a meeting of our Joint Personnel And Finance Meeting on November 2nd, to take up the budget and then a final adoption by our Common Council will take place on November 10th. I just wanna note that for the public as well. Also to want it a little bit of an update on voting in the city of Green Bay today we had our first day of early in-person voting. Don't have the final count as of 30, but late this afternoon we had over 430 people who had voted in-person here at City Hall today. Just to give you a sense for the total number of people that have voted in the city that sits at right around 18,000 ballots actually returned either in-person or through the mail and ballots requested sit at 26,000. So balance requested is about 4% to 6% of our registered electorate which is a really strong number. So of course, just continuing to encourage people. If they'd made that request for an absentee ballot to participate that way, otherwise we have the early in-person option at City Hall here all week through Saturday this week and then again, next week through Saturday and the only thing to note is on that final Saturday, it'll be just registered voters who'll be able to vote in-person early at City Hall. Of course we always have same day registration at the polls on November 3rd, so if people are not registered in time, they can always do that but just directing people to our website, feel free to log on and check out all the voting options we have available, encouraging all of our eligible citizenry to participate in this election of utmost importance. So with that, I will move along to "Announcements". Any announcements?

- May I?

- Yes, Alder Johnson go ahead.

- Thank you. Alder Lefebvre point taken, I'll look into the microwave, to the microphone, sorry if it's a bad audio connection tonight but since I anticipate that we may not pull the items later I wanted to

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commend Chief Smith on the agenda item, talking about the increasing gun violence in our community. I appreciate the fact that he's already put together a task force that he's identified sort of the challenge and the problem that we have in our community, this stakeholders and so I just wanted to at least take an opportunity recognizing that we may not have it later to thank the Chief for swiftly responding to obviously that concern that it's been raised in our community and we appreciate everything that our police department does to keep our neighborhoods safe. So thank you Chief

- Thanks Alder Thank you Alder. Additional announcements.

- Alder Steuer.

- Alder Steuer go ahead.

- Thank you your honor. I'm gonna read this a little bit. The local Salvation Army has teamed up with Feeding America Eastern Wisconsin, ATTN: Stock The Shelves, 2911 W. Evergreen Drive Appleton, Wisconsin, on food banks. A campaign is on from October 1st to October 31st to collect monetary donation. 5 million has been raised since 2010, other area pantries that could use donations are Pulaski Community Pantry, Sturgeon Bay's Lakeland CAP, the Golden House in Green Bay and the Green Bay Assembly of God food pantry in my district town. Pastor Matt Miller there stated that they have handed out more than 10,000 bags of food and performed nearly 1200 deliveries since March. They are in acute need of freezer space and refrigerated space. Their address is 1460 Shawano Avenue, Green Bay, 54303-9720800 and he'd hoped that can be brought forward during this tough time would be appreciated. Thank you.

- Thanks for that Alder Steuer. Any others?

- Real quick mayor. Thank you mayor. I just want to extend condolences to Alderman VanderLeest in the loss of his brother, Roger VanderLeest as many of you are aware, served the city of Green Bay and other community groups for many decades. The VanderLeest name is very well-known. Know it have served their city well through the years and I don't know if it all started with Roger, but he certainly had a part in that. So my sincere condolences to you John, as you grieve and thank you to your brother for years of service to the city of Green Bay.

- Thank you for that Alder Brunette and certainly would pass along all of our condolences to the VanderLeest family.

- [Ms. Jeffreys] Mayor.

- Yes Chief Of Staff.

- [Ms. Jeffreys] I'm gonna mute everybody. I seem to be getting some interference. So I just wanna make sure it's not our system. Just give me one moment. Oh yeah. That unfortunately that is, that must be something in our system. I'll talk to Director Monronick thank you.

- All right. Are we good to proceed Ms. Jeffreys?

- [Ms. Jeffreys] Yes, we are. Sorry. I needed to unmute myself. Yes we are ready to proceed. Thank you.

- Thank you. Any other announcements? Okay. Seeing no other announcements, we'll move along to "Recognitions and Awards". An award recognize here, City of Green Bay received the American Public Works Association Project of the Year, 2020, for the Webster Avenue Reconstruction. So I just wanted to recognize the great work done by Steve Grenier, Director of our Department of Public Works, the entire team who was associated with that project within our department here in the city of Green Bay and Ayres Associates as well and their entire team who contributed to that effort. Obviously a fantastic project from our perspective but pretty meaningful to be recognized by the American Public Works Association. So sincerest congratulations to, as I said, Director Grenier our employees within DPW and all those that Ayres Associates. Director Grenier, any thoughts from you on the award?

- Thanks mayor. It seems almost unbelievable to think that it was 13 years ago when I came to the city, in 2007, that I was handed a concept plan and one of the worst streets in the entire city and over the past 13 years, we've been able to see that concept plan go from a pipe dream to fruition on the on the Northeast side and really serve a gateway project. So again, thank you for mentioning this in front of the Common Council. Many people on the staff and our consultant partners at Ayres Associates for helping make that dream a reality and I'd like to take some time very quickly to recognize one of the individuals when we had the ribbon cutting ceremony out there last Fall, I did

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recognize Tom Geasey, who's our writer voice specialist. Tom has been with the city for over 30 years and he's been instrumental in every major project we've done and I feel comfortable in saying that he was probably the linchpin on this project as well. The project simply wouldn't have happened without all the effort and time that Tom put into it to work with the property owners. We had 24 full acquisitions of property out there and well over 80 individual property interests that needed to be acquired. So Tom put a lot of effort into this and I wanted to make sure that we did recognize him specifically for his efforts but very proud, very happy with the outcome of the project. I think everyone's been pleased and nobody's losing feelings coming in from the Northeast side anymore. So that's a good thing.

- That is a very good thing. Well, thank you for that Director Grenier. It's also my understanding that Tom has never, is not ever permitted to retire. Is that correct?

- Yeah, that's what we keep trying to, we keep trying to say and he keeps threatening. So I do believe it's in the, not too distant future but not imminent.

- Good to hear. Well, very good, congratulations again and thanks to Department Of Public works and Ayres Associates for that great work. With that, we will move on to "Appointments".

- [Alder Dorff] Move to approve.

- [Alder Scannell] Second.

- Motion made by Alder Dorff, seconded by Alder Scannell to confirm the new appointments. Any discussion? All in favor will signify by saying aye. Aye.

- Nay? The ayes have it. Those appointments have been approved. "Re-appointments".

- [Alder Scannell] Motion to approve

- [Alder Corpus-Dax] Second.

- Motion by Alder Scannell, seconded by Alder Corpus-Dax. Any discussion on re-appointments? Seeing none all in favor signify by saying aye. Aye.

- Nay? The ayes have it and those re-appointments are made. Onto "Ordinances-Second Reading for Adoption"

- [Clerk Teske] Amending suspension on the rules, take up items one through seven with a roll call vote.

- Move to suspend the rules.

- Second.

- Motion made to suspend the rules made by Alder Dorff.-

- [Alder Scannell] Motion to take out number four separately.

- Yes, we can certainly do that. Alder Dorff, would you like to change that motion?

- Sure, move to approve items, four items, all the items except number four.

- [Alder Corpus-Dax] Second

- Seconded by Alder Corpus-Dax. All in favor of that motion signify by saying aye? Aye.

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- Who's nay? The ayes have it, the rules are suspended.
- Motion to adapt.
- Second.
- Motion to adopt made by Alder Scannell, seconded by Alder Dorff, that's to adapt of those items with the exception of item four, please use the board.
- Mine's not coming up, by vote aye.
- And those are adopted 12-0 and to item K4.
- Motion to adapt.
- [Alder Dorff] Second.
- Made by Alder Scannell, seconded by Alder Dorff. Any discussion?
- [Alder VanderLeest] Number four, I'd like to speak on that.
- Yeah Alder VanderLeest go ahead.

- [Alder VanderLeest] I'd just like to know what the city of Green Bay is gonna do as far as educating the public, as far as to stop discrimination. Are we just gonna put the ordinance in effect and have no educational drive as far as the stop discrimination, things like that? And as far as in the housing and in treatment of people of human rights, what is the city gonna be doing as far as educating the people public? I'd like to know that.

- Yeah, I could speak to that a little bit Alder if you'd like?

- [Alder VanderLeest] Thank you.

- You bet. Well yeah, I can just address it by saying that I think a really important piece of our ordinances is the creation of the Equal Rights Commission which will be populated by eight citizen members plus one Alder who will be serving on the commission and an important duty of the commission is to communicate both with my office, with our Common Council and with the public at large on these these issues. So I think that's gonna be an important role for them to play certainly as an educational one, the status of non-discrimination here in the City of Green Bay and different things that we can address. I think your point's well taken. I know that there is, as a result of this conversation, there are a couple of Alders who are gonna be engaged with the Landlord Community here in Green Bay, Alder Stevens and Alder Steuer. I think that's an opportunity for some education as well. So those are two points that I would make Alder Dorff as the author, I would go to you as well.

- Thank you mayor. Yes I certainly think that being that we are City Council, we certainly can lead by example and so this ordinance will be one step in that direction us leading by example and supporting the different groups and putting our stamp of approval on treating all equally. I know that as formerly part of the school district there are many educational opportunities through the school system for the students and parents. There's many different things that students do, clubs, diversity clubs, LGBTQ clubs. So our kids are probably far ahead of us and maybe they can be asked once this COVID is over to help us with the spreading more of the education and I think we as Alders might need education. So I look forward to perhaps having discussions here at City Hall or staff developments as we called them when I was in education and learning about these things. I feel that we'll be able to move forward on this and that our community will welcome the education. Thank you.

- [Alder VanderLeest] Thank you very much. Can we use a board on that please mayor?

- Any additional comments?

- Mayor.

- Go ahead.

- I'd like to open the floor for interested parties to speak on this.

- Second.

- Motion made to open the floor by Alder Galvin, seconded by Alder Johnson. All in favor, please signify by saying aye. Aye. Who's nay? The ayes have it the floor is open. Please just state your name and address for the council before beginning with your comments.

- Can I speak? This is David Bartikofsky, 2697 Bay Settlement Rd, Green Bay Wisconsin 5430. I would just like to make a comment and applaud you guys for putting in place a committee that's going to listen to this and interact with the local government and the police I hope as well. I think in saving grace that, you know, I'm lucky to have six children, very young and I think they're our future. They think a lot more so fairly in setting equality and things of that nature. So I think we're on the right track with our young people and I applaud you guys for taking action and implementing a committee like this. Thank you.

- Thank you Mr.Bartikofsky. Any other members of the public?

- [Ms. Jeffreys] Mayor we have Edward who's raised his hand. Edward, can you please? Thank you unmuted yourself, state your first and last name for the committee and your address.

- [Edward] Yes, I'm Edward Jensen. I live 541 Alpine Drive in Green Bay. Now I wrote to Alder Dorff and Alder Corpus-Dax and Alder Wery and also the mayor's office with some specific questions about this ordinance and I've yet to hear anything back and I don't know if any of them are prepared

to answer any of those questions tonight but I thought it's kind of unusual that you ask the elected official but with no single response. That's all I have to say.

- [Mayor Eric] Thank you Mr. Jensen, any other members of the public?

- [Ms Jeffreys] Yes mayor, we have Melissa Decker Cheslock, please unmute yourself and state your name and address for the committee.

- Melissa Decker Cheslock, P.O. BOX 8982, Green Bay 54308. I want to thank you, mayor and the Alders. Earlier today, I don't know if you had the opportunity to read it but I sent out an email to all of you and I included a video link to WBAY story by Aisha Morales, regarding children who are students in the school, in the school district here who I have been experiencing many of those same things I experienced over 35 years ago. Long story short, there's nothing to be afraid of. What we're asking for is for the same thing that most everybody else has. We want to be seen as humans. We want to be respected and treated with dignity. We're not asking for any more rights than what each and every one of you has. We just want to be able to enjoy our rights and be able to live like you do without fear of discrimination, racism or any type of hate and even though I've been talking about my own experiences as a black child and a young adult growing up here, I would be remiss in not including my brothers and sisters and people who do not identify as any gender, people of the LGBTQ+ community. I know last time there were some comments made a nugget which I don't understand. It shouldn't matter what your body parts are, it shouldn't matter how you identify, what should matter is that you, as a human being as I stated earlier, deserve the same respect and dignity that everybody else has. We're not saying that you can't have your prejudices, everybody has bias and what we're saying and asking for is that you don't act with the discrimination and with those biases in mind and with that, I'd like to thank you and I hope that each and every one of you votes in favor of this ordinance. Thank you.

- [Ms. Jeffreys] Thank you Ms. Cheslock. Next we have Corey King, Mr. King, please unmute yourself, state your name and address for the committee, for the council sorry.

- Dr. Corey King, 401, North Washington Street, Green Bay, Wisconsin, 54301. I am the vice chancellor for University Inclusivity and Student Affairs at the University of Wisconsin Green Bay. I am here tonight once again to speak on behalf of chancellor Alexander and the university in supporting the passage of this ordinance. We believe, that the Green Bay city has an opportunity once again to be a leader in our state, in terms of inclusivity and diversity and equity and send a clear message to everyone that we are a community that believes that everyone should be treated equally in the eyes of each other and our society. So we support Alder Dorff in this endeavor. We support the mayor and the council and applaud you in your consideration of this very important ordinance

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the impact to our faculty, our staff and our students who are part of the community is paramount and we join you the council and the city in this celebration of an opportunity of inclusivity, diversity and equity and with the passage, our hope we will join the city in educating anyone about this ordinance and about the importance of inclusivity. Thank you very much.

- [Jeffreys] Thank you Mr. King. Next we have Kellie. Kelly please unmute yourself, give your first and last name for the committee, sorry for the council and also your address.

- [Ms. Kellie] My name is Kellie Delvaux and my address is 17 Chapel View in Green Bay. I just wanna thank everybody who has been in support of this and I really feel as leaders in our community, it's your duty to make sure that everyone in our community is inclusive and has equity. I understand that there may be some personal or religious biases that make you uncomfortable. However, I would ask that as an elected official you look at it from the standpoint of this is becoming a much more diverse community compared to 30 years ago and we need to embrace everybody who is part of this community and love them for who they are and I'm really hoping that with the passage of this, we will make some steps forward. I believe the committee will be an amazing asset and I love the idea of having training at the leadership level as well to help foster that understanding of what a community that is inclusive and equitable can look like and I truly believe it would make Green Bay just a wonderful place if everybody can embrace that. So I'm really hopeful that this passes tonight with everybody voting yes.

- [Ms. Jeffreys] Thank you Ms. Delvaux. Next we have Gooosiehead Abby. Ms. Abby please unmute yourself and state your name and address for the council.

- [Ms. Ringle] Abby Ringle, address is 2042 Memorial Drive and I just wanna thank the mayor and the City Council for essentially putting into the city code that everyone in this city is included. Everyone in the city matters and giving a voice to maybe people who don't look like us or sound like us or identify like us and I'm just very encouraged that the majority of the council has spoken in favor of this and everyone on the council to vote in favor and show that you too would like to see Green Bay be the diverse robust community that we all know it is. Thank you.

- [Ms. Jeffreys] Thank you Ms. Ringle. Okay mayor I don't have anyone else who's raised their hand in Zoom using that feature. Is there anyone else who would like to speak? Please unmute yourself and state your name and address for the council. Anyone else wishing to speak?

- That I'll entertain a motion to close the floor.

- [Alder Scannell] Motion to close the floor.

- Second.

- Made by Alder Scannell, seconded Alder Gerlach to close the floor. All in favor signify by saying aye.
Aye.

- Who's nay? The ayes have it, the floor is closed. Any additional comments from Common Council?
Seeing none, we will use the board.

- My board is not working again, I'll vote aye.

- I'm afraid mine's not working either and I vote aye.

- Thanks Alder and that is adopted nine to three. Okay congratulations Alder Dorff. We're onto the
"Redevelopment Authority".

- Move to approve.

- [Alder Galvin] Second.

- Made by Alder Dorff, seconded by Alder Galvin to approve report L which is "Report of the
Redevelopment Authority" from the meeting on October 13, 2020. Any items here to be handled
separately?

- Item three

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- Item three. Any others?

- Mayor?

- Yes.

- I just need to be recorded as abstaining on item number four as my employer is one of the beneficiaries of that allocation.

- Okay, very good. That will be noted. Any other items to be handled separately? Item three will be handled separately hearing on others, all in favor of approving the remainder of that report please signify by saying aye. Aye.

- Nay? The ayes have it, the report has been approved with the exception of item three.

- Second.

- Who made the motion there?

- Alder Scannell.

- Motion made by Alder Scannell, seconded by Alder Corpus-Dax. The item was pulled by Alder Wery. You have the floor Alder.

- Thank you Mr. Mayor. I appreciated that Director Renier-Wigg even the information by email, that that helped a great deal. I just had a follow-up question, more of a clarification. This money is gonna

be pooled with previous money and some RFPs I believe are being sent out or a plan on how to proceed then that will go back to RDA, will that again come to council?

- I don't think it would come back to council unless you request that it would come back to council. Normally the council would approve that and then the RDA would handle the RFP and the approvals.

- My concern would be that we don't get any input on what plan is actually selected, we're setting money aside but we have no idea what it's gonna be used for. Does that make sense?

- It does. It's right. The RFP is for homelessness issues pertaining to persons with COVID and the issues with COVID. I suspect we'll get a number of applications for that and then it would go through the ranking process.

- Okay, like what type of groups do you think like existing groups within the city?

- They need to be providing services within the city. There are a number of housing agencies that are dealing with COVID and homelessness. So I would suspect a number of them would be applying for these funds.

- And this is a more of a short-term addressing of an issue. This isn't putting something in place long-term?

- Well it depends what the proposal is. I mean, I guess you'd have to define long-term. I mean it might be a program that lasts six months or three months. I mean, I don't know what would come in right.

- Long term, I guess. Multiple years or permanent.-

- Usually not multiple years 'cause the money doesn't last that long.

- Okay. All right, well, I appreciate the answers Cheryl.

- [Director Renier-Wigg] Yep.

- Any further comments?

- I would make them a motion send their vote to City Council for final approval.

- I second that.

- Motion made by Alder Wery, seconded by Alder Brunette.-

- It's a pretty important issue and I think this is something the City Council should weigh in on. I mean, we can all see the effects what's going on with COVID and I mean, heck driving downtown you drive by a park right by the church st. John's park and you're wondering, people ask them what the heck's going on down there and obviously it needs to be addressed. So I think we need to stay on top of this and put our voices in as well. So I would hope this can come back so we can weigh in on it.

- All right. We do have a motion and a second to send the contract awardees, RFP awardees back through council when those have been made additional comments from council.

- Mayor.

- Alder Lefebvre and Alder Dorff.

- [Lefebvre] Yes, I just want to know is this timely?

- That's it.

- I was gonna say it's timely.

- Well it's timely. It's homelessness and COVID. So we wanna get the money out the door as fast as we can.

- [Lefebvre] So to come back to the council would be when?

- Well the RDA meets on November 10th. So it would be the council meeting after that I would suspect

- [Lefebvre] Do you think that it can wait that long?

- I have faith that the RDA will make good decisions with the funding but you guys are the council members. If you want this to come back, that's your decision. Generally, block grant funds are you approve the master plan for block grant. Block grant and COVID block grant, you send that to the Redevelopment Authority and then they run the programs based on your recommendations on these funding levels, that's been the SOP. Is it easier and faster for us to get the money out the door for the RDA to approve it and not have to come back a week later for council? Yes. If that's what you're asking me.

- [Lefebvre] Yeah. For the council itself it's three weeks and then it's not gonna go right, then it takes a little bit after that, Right?

- Well, it'd be the first council meeting after the November 10th RDA Meeting.

- [Lefebvre] Right, yeah.

- [Renier-Wigg] So. Okay, thank you.

- So that's not actually until early December, our next council meeting.-

- [Ms. Jeffreys] Yes that one is December 1st and the one after that is December 15th.

- Okay, thanks Ms. Jeffreys. Alder Dorff.

- Thank you. I really feel I'm going to have to vote against this motion. I would invite the Alders to come to RDA. I know that I'm on RDA, so of course, I'm going to be in the position of being able to vote on this and you may not be depending on how this ends up but this is timely and this is going to stall the efforts to support members of our community that need help at this time and Director Grenier, I'm sorry, Renier-Wigg, Director Renier-Wigg, is there a time that the money has to be spent by or it has to be encumbered or distributed by?

- We don't have a deadline that would supersede this council meeting that we're talking about but I guess the bottom line is we want the money out the door, as fast as we can so it's providing services to homelessness.-

- Thank you and so all of you are very welcome to come to the RDA meeting on the 10th of November, you can Zoom in on it, you can share your opinions, you can talk, you can be in closed session if we go into closed session. So I would ask that you vote against this and instead come to the meeting and share your opinions there and I will be voting no, thank you.

- Alder Galvin.

- Thank you your honor. I've been dealing with the issue at St. John's Park that Alder Wery referenced to because I have a very , he's been in communication with me since the Spring about some of the ongoing problems there. I was at a meeting hosted by the Green Bay Police Department earlier this week. These funds, Director Renier-Wigg, if I understand correctly, these funds would be used to house homeless people who are unable to find a roof over their head or because of COVID they're unable to find a roof over their head. Is that correct?

- Potentially. You could also apply for these funds for anything like cleaning supplies, that could be essential services to homeless folks whether it's food, could be shelter.

- Okay and what I'm hearing at the meeting homeless department and some of the other NGOs they are involved with this. Is that because of COVID, especially there isn't that much room at DN , unfortunately and many of these individuals that are having to live out on the street we've seen the photos on social media of some of the tents. We might have some of you, like I have probably feel that some complaints from concerned citizens and what these funds do is it allows us to help these people transition off the street during the cold Winter months that my brother's out Minneapolis noticed this afternoon. It's coming, Winter is coming okay and the sooner we can get these individuals in a safe and secure place where they can get a roof, a bed, a meal, whatever services they need all these organizations out there that are already caring for them can have these funds to help them with PPE and cleaning and some of the other things that go along with this, the sooner the better and the RDA has been dealing with this already. So I understand the need for oversight. I do, but I think at this point, we've already given our trust to the RDA to make them send how these funds prior to this have been spent and I don't see a concern. At least I don't have a concern right now that these funds would be misspent. I think all this is gonna do is further what they've already been trying to do and get these individuals out of the cold and off the streets and allow some of these organizations that have been helping them to do so in a clean and safe manner. So I'm not really in favor of this either at this time. Thank you.

- To Gerlach.

- Thank you. I'm inclined not to support this either for two reasons. One is that as Alder Galvin just said, I'm really interested in with Winter approaching getting homes for people as quickly as possible and the other reason is that I have been attending the RDA meetings and I have been so impressed with the thoughtfulness and the professionalism of that group that I really do trust them. I say that with sincerity but I also am always concerned that I might be missing something in making a decision and I just wondered if I might ask, this would probably be a question of Alder Wery, if I would be allowed to do that, I don't understand why he would want it to come back to the council. What is the concern may I ask?

- Alder Wery.

- Well certainly I think as we all know, RDA of course meets during the day and those of us who are still working and unless you spend vacation, you're not really gonna make an RDA meeting and that's

unfortunate and I've always said they should meet at night, maybe something Mr. Mayor you could setup, get more participation from the public for something as big of an issue as this, we've debated different homeless programs since I've been on council almost 20 years now and some are good ideas, some are bad ideas and everybody in our district has an idea on it. It's a such an important decision. I don't wanna give up my vote to pretty much a board of unelected people as well-meaning and as good as they may be. This is something I wanna vote on. That's all.

- Thank you.

- Alder Gerlach, any further questions?

- Nope, thank you.

- Thank you. for console on the motion. Alder Brunette go ahead.

- Yeah, thank you mayor for the council members who may be on the fence regarding the timing that would be my big concern, the timing. If RDA meets the first few weeks of November and the next council meeting is December 1st or whatever the mayor mentioned, I can see that that would be a big deterrent to voting through our RDA. So as City Council president, I just want you all to know that I would authorize an emergency meeting if that's something that would be the necessary amongst this group, because I agree the homeless need any help that they can get, any organization that can assist, should get the funding as quickly as possible and it's not so much that we don't trust the RDA, they are in fact mostly unelected and not that, that means that they're not, they don't have a devotion to the public like we do, 'cause that's not true, but a lot of times when we hear a lot of the community conversations regarding homelessness and struggles that we have within our districts I think we all could lend very good oversight to how the funds are being spent so that we can ensure that all people in the community who we may have personal interactions or have knowledge of that they in fact are also considered. So I can see us going either way quite frankly but I wanna get the money in the hands of qualified organizations to assist as many people as possible, as quickly as possible. I do respect the desire for oversight as well. So thank you. Those are my comments.

- Thanks Alder. Any further comments?

- Mr. Mayor, I believe there's someone from the public who would like to speak so I'd like to make a motion to open the floor.

- Second.

- Alder Scannell makes a motion to open the floor, it's been seconded Alder Dorff. All in favor signify by saying aye. Aye.

- Nay, the ayes have it. The floor is open.

- I'd like to speak David Bartikofsky. Do I need to do my address once again?

- Yes please.

- All right, that's 2697 Bay Settlement Rd, Green Bay Wisconsin 54311. This is very close and dear to my heart. I was on the Green Bay Homeless Task force for a number of years, trying to get the Micah Center open and we had succeeded to get a daytime resource center open but I'm gonna give you an example here. A couple of months ago, it was a very cold evening and I ran into a gentleman on the Riverwalk and he's wearing shorts and it was probably 35, 40 degrees, I think and this could have been even six months but I don't remember the reference but I ran into this person and he was sitting on a bench and it was extremely cold and he was in shorts. So I went on my walk, came back and because I have a very, I'm very opinionated when it comes to homeless, I'm very, I stopped and I said, "Where are you going tonight?" He said, "I have nowhere to go". So I said, "Well, hold off and I'm going to take you somewhere for the evening". This was back in, I think it was back in April or May. I think it was April because it was still pretty cold out and there was a police officer coming my way and I flagged him down and he totally ignored me and kept on going. So I went and got my vehicle, came back to get Jonathan and drove him over to the St John's Homeless Shelter and they had turned them away because of the COVID and I had other resources. I wasn't gonna let him sit out there and freeze, although they did hand him some blankets to cover himself with and sleep outside with but I didn't think that was quite adequate and it's not adequate. So I took him over to the Cherry Motel and I paid for three nights and gave him some money for food and he was very appreciative but that was just a temporary arrangement there and I've experienced this day in and day out, this homeless issue and I think it's important that we get funding quickly. I think history is gonna judge us on how we actually treat each other and take care of each other and that's very clear that we need to make these important decisions and make them quickly and money is frivolously spent on a lot of things in other areas as well not only in government, but privately as well, businesses and

such. Accounting for every diamond nickel, I think is short-sighted. I think we need to approve this immediately. We are in a very difficult time in the history of our country. Here, we are dealing with a pandemic, we're dealing with homelessness. I see that I only got two seconds left here but I think it's extremely important that we will make the right decisions at the right time and not continue to delay these things. It's very important that we, like I said, that we're actually judged on how we take care of each other. That's how they're gonna judge society.-

- [Ms.Jeffreys] Thank you Mr. Bartikofsky, we appreciate that. Thank you so much.

- [Ms. Jeffreys] Mayor, next we have Kellie who would like to speak. I believe Kellie had spoken before.

- [Kellie] I had thank you. I'm Kellie Delvaux, 716 Chapel View Road in Green Bay. I have been to the park that was mentioned across some St John's. I and several friends of mine brought supplies down one day and returned later with a hot meal that someone had prepared, blankets, there is a crisis down there. There was a woman down there who is diabetic and had no way to get to the pharmacy to pick up her insulin, which is a life crisis, without the proper medication she could die. There were probably between that place and under the viaduct where the tents are at least 20 people and because of COVID, they have no place to go and with the temperatures dropping the way they are, the longer this is delayed, people are going to have catastrophic health issues if we wait. It's not an issue that's going away. I trust these non-profits and services in our community that do this on a daily basis to make the right decisions. These are not people who are going to frivolously spend the money. They are there with a purpose. They are there to help these people in our community. There's also issues with mental health down there. There are definitely some people who are mentally ill and could use the services and I've worked in that field and I am able to recognize the signs and symptoms and I have concerns with the safety of all the people down there with regard to sexual assault, with regard to hunger, the temperatures, COVID, there's so many issues and if we can't trust the people in our community who have taken this up as something they are passionate about, then that says a lot about our community and I agree with what the gentleman said before me, how we take care of the most vulnerable people in our society, speaks to who we are as a community and these people need our help. Thank you.

- [Ms. Jeffreys] Thank you Ms. Delvaux. Is there anyone else wishing to speak to the council on this matter?-

- Yeah I'd like to speak please.

- [Ms. Jeffreys] Yes please, state your name and address for the committee, for the Council.

- Jerry Bigelow, 1216 Buchanan Street and this homeless thing right now. The landlords cannot do evictions between now and the first of the year. So I'm predicting around January 15th to February 15th, you're gonna have hundreds of people to deal with, hundreds, just in those six, seven weeks. Speaking personally, I know quite a few that are gonna have to leave and they're not gonna be able to get places. So yeah we're gonna have a real big problem between January and February when they can do the evictions. 'Cause when they said they didn't have to pay their rent, a lot of people take it literally. That's all I got to say.

- [Ms. Jeffreys] Thank you very much. Is there anyone else wishing to speak to this matter? Please unmute yourself and state your name and address for the council. Anyone else? Thank you mayor.

- Motion to close the floor.

- Second.

- Motion by Alder Scannell seconded by Alder Steuer to close the floor. All in favor signify by saying aye. Aye.

- Mayor can I make a comment?

- I make a comment.

- Did you recognize me? I'm sorry I didn't catch that.

- I did. Okay. I just wanted to point out that I got a number today cause I know we're talking about, it seems like homeless individuals right now, but according to the Green Bay School District, we have 42 families that are in hotels right now and 10 families that are unsheltered through the district. So these monies are not just for folks that are assisting individuals. I mean, agencies that are helping

families as well are gonna be applying for these dollars, number one, and number two, I just want the council to know that we fully vet these organizations out when we run through the proposals that we receive. They have to meet the requirements that HUD provides for us and we make sure that we're investing money in programs that are gonna work. So thank you. Just wanted to say that

- That's a weighted point Director and I would just mention as Director Renier-Wigg said previously these organizations obviously have to be providing services in the Green Bay community, Green Bay proper but in addition to that, we would expect the well-known providers to step up and request assistance here. So the new Community Shelters of the world, of course the St John's, New CAP has been very active recently. You know Transformation House has been very helpful. So I think, you know, like I said, it's kind of a tried and true group of providers who are gonna be able to put these funds to use but I noticed that Alder Steuer had his hand.-

- Well your honor,-

- I don't think so.-

- Yeah, I raised my hand, Alder Scannell.-

- Alder Steuer.-

- All right. Thank you your honor. The comments that Mr. Bartikofsky made are spot on. I was with David on the committee for several years trying to get this resource center and some of the roadblocks that we hit were amazing. Alder Brunette was also involved in that. So, you know, if you go on a homeless counts, right, I did a couple of times, you know, it kind of opens your eyes as far as who has and who has not you know, I appreciate Alder Wvery bringing up this, as far as being transparent in session and we need to weigh in but I think the timing as Alder Brunette said is best right now. So I mimic or go along with what Mr. Bartikofsky said that was spot on and I agree with that and I will not support this as well. Thank you.

- Thanks Alder, Alder Scannell?

- We routinely make decisions and then staff carries them out or whoever. I mean, that's pretty much the norm, actually. It's not so much oversight. I see this as micro-managing and I just don't see the need for it and especially on this issue, it is very timely. So I also don't support that.

- Mayor I'd like to make one comment.

- Alder VanderLeest.

- Alder VanderLeest.

- Yes, go ahead.

- I recommend that we spend the money, let them spend the money and help the homeless, help the people that need it and I think I would just solve the problem would be that after they've used up the 136,000\$, it's not that much money. Just kind of let the council know what it was actually used for and that way we can have an informational part of it, of what the money was spent for and I think that'd be a very simple solution and whatever we can do to help the people right now let's get it done and give us a little update what the money was actually allocated for. That would be sufficient for me. Thank you.

- Okay, absolutely. Any final comments?-

- Mr. Mayor.

- With that we have a second.-

- Mr. Mayor.

- Alder Wery for a second time.

- I appreciate all the comments by everybody and I'm gonna withdraw my motion I think on this one. With all that's going on, I guess it's something we can get a report after and just move ahead with this one. We have enough other things to worry about.

- Okay, thank you Alder Wery. So with that, we do have a motion and a second to approve, all in favor will signify by saying aye. Aye. Who's Nay? The ayes have it and the motion is approved, onto Improvement & Services.

- Motion to approve.-

- [Stevens] Second.

- Motion made by Alder Scannell, seconded by Alder Stevens to approve report M which is "Report of the Improvement & Services Committee" from the meeting on October 14, 2020, any items to be handled separately? Hearing none all in favor of approving that report, please signify by saying aye. Aye. Who's nay? The ayes have it. The report has been approved. "Protection & Policy".

- [Scannell] Motion to approve.

- [Stevens] Second.

- Motion made by Alder Scannell seconded by Alder Stevens to prove report N which is the "Report of the Protection & Policy Committee" from the meeting on October 12, 2020. Any items here to be handled separately? Hearing none, all in favor of approving that report please signify by saying aye. Aye.

- Nay? The ayes have it, the report has been approved. "Granting Operator Licenses".

- Motion to approve.

- [Alder Gerlach] Second.

- Alder Scannell, seconded by Alder Gerlach, Alder Steuer?

- Yeah I'd like to abstain from Scott and Alder Stein as far as I know who he is. So I will abstain from that. Thank you.

- Very good. That is noted. Any other abstentions? Any names to be handled separately? Hearing none, all in favor of the report, please signify by saying aye. Aye.

- Nay, the ayes have it. Motion has been approved noting that abstention. "Plan Commission".

- Motion to approve.

- Second.

- Alder Scannell seconded by Alder Dorff to approve report P which is the "Report of the Plan Commission" from the meeting on October 12, 2020. Any items to be handled separately?

- Number two.

- Number, what number is it?

- Number two.

- And number six

- And six. Any others? Items two and six will be handled separately hearing none others all in favor of approving the remainder of that report please signify by saying aye. Aye.

- Nay, the ayes have it. The report has been approved with the exception of items two and six. Your wishes on item two.

- Motion to approve.

- [Alder Gerlach] Second.

- Motion made by Alder Scannell seconded by Alder Gerlach. This item was pulled by a couple of Alders but I'm gonna go to Alder Corpus-Dax as she is a member of Plan Commission.

- Yes, I would like to make a motion to send this back to Planning Commission due to submissions of additional information that were not presented at last week's planning commission.

- Second.

- Will be my motion.

- Second.

- Second.

- And motion to refer back made by Alder Corpus-Dax, seconded by Alder Dorff. Any further comments?

- Question if I could mayor. Yeah, I'm fairly familiar with this based on watching the meetings and whatnot. If we refer this back, I don't know who could answer this but will it impact this person's business at all? Is it going to be harmed in the short term?

- Yeah, just once, yeah. That's a good question. Director Renier-Wigg either you or Mr. Buck if-

- Yes I think Dave Buck is with me tonight, if you can. I don't know if he can answer that question but.-

- Mr. Buck, if you could just speak to why we would wanna refer this back at this time.

- [Mr. Buck] Sure, we did receive some additional information that the Plan Commission was not privy to, that staff believes is relevant to the petition. As far as impacting the business, this is a Conditional Use Permit request. So they are currently operating our Material Recovery business. This is to expand that use into a new use. So though I can't speak for them. I don't believe it would impact their business model to hold it.

- Okay, thank you.

- I would also like to add that part of our, one of the conditions that was added last week was that the CUP couldn't be used until all of the conditions have been met. So it wouldn't be impacting anything already standing.

- Okay, thank you.

- Thanks Alder. So we do have a motion and a second to refer this back to committee. All in favor will signify by saying aye. Aye.

- Nay, the ayes have it, the item has been referred back to the Plan Commission. Item six?

- Motion to approve.

- [Alder Dorff] Second.

- Motion made by Alder Scannell, seconded by Alder Dorff to approve. The item was pulled by Alder Corpus-Dax, you have the floor

- This one, I make a motion to hold for 90 days to allow the applicant time to address easement in ordinance questions that were brought up at last night's Zoning Board Meeting.

- Second.

- [Alder Dorff] Second.

- It has been made to hold for 90 days by Alder Corpus-Dax, seconded by Alder Scannell. Any comments from the department necessary on this? Well, someone from the public.-

- David Buck I mean that would be okay for the 90 day hold I think, right?

- [Mr. Buck] Sure, again I don't know if it'll affect the petitioner at all but a 90 day hold would be fine. This is a multifaceted petition that needs both the Conditional Use approval for the use itself and some dimensional regulation variances from the Board of Appeals. So it is multifaceted.

- Could this come back sooner if those issues were worked out? Or would it have to be held for 90 days?

- Are you asking me?

- I'm asking David as a planner or Vanessa, if you hold it for 90, let's say that everybody works things out before 90 days. I mean, we wouldn't wanna hold that up longer. Would we or?

- [Attorney Chavez] You can if the intent is to just do it until they actually get those items rectified, you can hold for 90 days and bring it back sooner if it's ready.

- Okay, thank you

- [Alder Lefebvre] Mr. Mayor.

- [Mayor Genrich] Yes Alder Lefebvre.

- [Alder Lefebvre] I know there's one person for sure that wants to speak on this item. Could we open the floor?

- [Mayor Genrich] Absolutely.

- [Alder Lefebvre] I make a motion to open the floor.

- Second.

- Moved by Lefebvre, seconded by Alder Steuer to open the floor. All in favor please signify by saying aye. Aye.

- Nay, the ayes have it, the floor is open.

- Okay, go ahead.

- Yeah, this is go ahead, well you can go first go on.

- Jerry Bigelow, 1260 Buchanan. I own some of the property alongside of it and I've been listening to the meetings and been trying to communicate with people and I tell them there's a six foot fence in a 10 foot hole. I tell them they're putting the six foot fence for a 30 foot upon stuff. This Steve Garner.

- [Ms. Jeffreys] Mr. Bigelow, we're discussing a different item.

- Oh, I'm sorry.

- [Mayor Genrich] Mr. Bartikofsky.

- Yeah, I'm gonna need more than three minutes to present my case on this. I needed to shut the door there, it's getting noisy out there sorry. So I'm gonna be three minutes to present my case here and give you a little history about myself. So I'm the fulfilled,-

- [Alder Scannell] Excuse me, point of order. I mean the motion is to hold so the comments should be on holding it. Anything else should be taken up when it shows up at those various commissions and-

- Yeah but I think it's important that the council here understands that I was never informed that there was any of this going on and I'm literally 10 feet away from the applicant.

- [Alder Scannell] And I appreciate that, and your comments are not saying that your comments aren't valid but the motion, if we were taking this item up, all your comments would be pertinent but we're not taking this item up, we're holding it. So that's what we should all be directing our comments to even though we opened the floor.

- Alder Scannell's comments are well taken by the chair. So Mr. Bartikofsky just make your comments direct to the motion.

- Well no, that's not fine for 90 days.

- Well Mr. Mayor if I could, did Mr. Bartikofsky have a question? Perhaps your comments Mr. Bartikofsky would be related that you wouldn't want it held that you would actually maybe want it approved or denied tonight and then it would be quite appropriate to hear those comments.

- That's what I was hoping.-

- All right you're perfectly within your right and don't let anybody tell you otherwise. So I'd be perfectly fine to hear from you.

- Thank you. Yeah, that would be my preferred preference would be to be heard tonight and a vote tonight on this 'cause this is my third meeting. I've been with planning, I've been with variance, which kicked it-

- Even though you have the right to speak tonight, Mr. Bartikofsky just keep it to three minute.

- Okay, and it was pumped into you from variance and I was hoping we'd have some conclusion to this. I did. I was not notified of this. I didn't know until an hour ahead of the meeting at the Planning Commission that this was even going down. I want everybody to understand this and be on record. I haven't had time to get an attorney, but I did finally, and he wasn't able to make it tonight but Chris Paul with Metzler Timntravus I think that's how you pronounce it, hopefully I didn't mess that up, but I have pictures I wanted to submit tonight and I was told by Chief of Staff, Ms. Celestine Jeffreys, that I could not submit them.

- [Ms. Jeffreys] What?

- That it was too late to submit those and so I have printed out stuff that I wanted to show you regarding this and showing you that there are certain spots with the easement that is actually seven feet, nine inches wide, which I think is very relevant. I do have a letter, I can read this to you but I feel really rushed here but I do have a letter pertaining an easement Moyers and Malian, Duodes Malian, Broad Malian main street. Are you aware we have had the property line between a survey the four foot wide assessment, two feet on either side of the common line is for the benefit of both parties. Therefore we'd like to see the four foot easement kept clear. We intend to exercise our rights to the easement and improve the side of the building and would appreciate anything in the easement removed by that day and this was dated August 5th, 1987. I realized that something passed recently that easements will go 40 years. Well from this day and I did request deeds, requesting this as well so I'm gonna need a little time before I get all of those and negotiate things with my attorney, but I was hoping that I'd be able to sufficiently present this to you this evening and there would be a vote on this and put to rest and that's it. Thank you very much your honor and the council members and Chief Of Staff. Thank you.

- Thank you sir. Any additional comments from the public?

- I have mayor one for Mr. Bartikofsky, a question.

- Go ahead Alder.

- Thank you. Mr. Bartikofsky is it your concern centered around not having room to maintain or improve your building and maybe possible damage from cars going through there?

- Well that's correct. I do have a brick building that was built in 1892 and am I gonna stop this drive-through when I put ladders up or a scissor lift to do tuck pointing in that area. You're talking a very small narrow corridor there. The building is old, it's fragile. It was built, like I said, in 1892, I have a glass windows along those pictures I was going to show you and hopefully I can present those, but I do have windows along the ground floor there that leads into the rock basement, a rock basement. This is a very old building that I'm restoring, I'm in the process of restoring that, I'm investing \$40,000 into tuck pointing the outside. I've made many improvements to it. I'm very concerned and it's extremely dangerous and tight there, especially the turn off to the left, which goes, I have pictures to show you that, that's 7.9 inches right there and my track that I drive is eight feet wide and, but yeah, I think it's going to inhibit a lot of my improvement of that building and maintaining it throughout the years.

- I appreciate it.

- I believe the applicant is also here tonight. Mr. Bader are you there?

- [Mr. Bader] I'm here is it appropriate to speak now?

- Yeah go ahead.

- [Mr. Bader] Good evening everyone. Per the original request to hold, things are changing and fluid with the submittal which is why what is being sought will probably change. Respectfully, any discussion on that is not really warranted at this time until we really know what's gonna happen there. Hence why the request for a 90 day delay. Thank you.

- Oh.

- Thank you sir.

- [Alder Lefebvre] May I ask Mr. Bader a question please?

- Go ahead Alder.

- [Alder Lefebvre] Mr. Bader, you had a survey done and I want to know how that survey was done as I did see the plat for the upper and according to, I did talk to David Buck and he said that according to your survey, it shows that your property goes all the way up to the building, Mr. Bartikofsky's building and if you look at the plat, that's not true. There's 2.43 feet to your property line and then there's that a walking easement two feet on Mr. Bartikofsky's foot lap and two feet on yours. So if you did look at that and that's, I mean, the commission did not see that, I believe that was not presented, that pretty much for your vehicles to go through that on your property, that leaves you less than eight feet and I was told that a parking spot is eight feet. I know sometimes opening your doors in eight feet if you have another car trying to open their door, you have to let one, one of you can only open your door at one time. So I want to know if now this has come to light that this would completely change your ideas for putting your drive-through.

- [Mr. Bader] With all due respect it does not change ideas but there are other aspects that may change things. Hence again, respectfully it is prudent to wait until the issue is formally better understood until commenting further, hence why no action is being requested of me tonight. Thank you.

- Any other members of the public?

- Motion to close the floor.

- Can I speak? I had my hand up.

- You've made your comments sir. We're gonna close the floor, additional speakers.

- Okay, thank you.

- Motion to close the floor made by Alder Dorff.

- [Alder Scannell] Second.

- Seconded by Alder Scannell. All in favor please signify by saying aye. Aye.

- Who's Nay, the ayes have it, the floor is closed. Alder Steuer.

- Thank you your honor. I sat in both at the Plan Commission and also at the Board of Appeals. The Board of Appeals did not rule on it and there were two conditional uses that were brought forward on this issue. One was for the fire department was safety issues and the other was okay from the Board of Appeals. They declined to vote on this. They decided to hold off till the next Board of Appeals Meeting. So you know in a sense, both Mr. Bartikofsky and Mr. Bader are correct in their stances but I think we need to look at it a little further. So like I said, it'd be very easy to vote it down now, but a lot of us haven't had a chance to look at any minor changes or anything that have come forward since then. I have in my gut feeling how I wanna vote but I don't think it would be done in the best of matters. So I think at this time, we're just looking to bring, delay this until we have the further information. So I'm fine with that. Thank you.

- Thanks Alder.

- Mayor Genrich I'd like to make a comment.

- [Mayor Genrich] Go ahead Alder.

- I think we should wait the 90 days. They haven't vetted this properly and it sounds like they need the time to regroup and get all the information properly addressed. So I recommend that we wait, we shouldn't rush this through. Thank you.

- [Mayor Genrich] Thanks Alder. Any final comments on the motion?

- One last one. [Mayor Genrich] Yep go ahead Alder.

- Thank you Mr. Mayor For myself, I've also watched the meetings and read the material and I went out to the property and walk it to see what it would look like visually and for me, I'm fine with not holding this in voting it down tonight proposal would work. So that's just my opinion, I'm gonna vote no and then hopefully we vote through this tonight. Thanks.

- Thanks Alder. So we do have a motion and a second to delay for 90 days, unless the conditions are met sooner. All in favor of signify by saying aye. Aye.

- Who's nay?

- No.

- The ayes have it.

- If I could have the record reflect that I need to abstain because Mr. Bader is a member of my executive committee.

- So with that, that motion is successful and we're onto the "Finance Committee".

- Motion to approve.

- [Alder Dorff] Second.

- Motion made by Alder Corpus-Dax, seconded by Alder Dorff to approve the report Q which is the "Report of the Finance Committee" from the meeting on October 13, 2020. Any items to be handled separately?

- Six.

- Item six, any others, all right. Hearing none others, all in favor of approving your remainder that report please signify by saying aye. Aye.

- Nay, the ayes have it. The report has been approved with the exception of item six.

- Motion to approve.

- [Alder Dorff] Second.

- Motion made by Alder Scannell, seconded by Alder Dorff. The item was pulled by Alder Johnson. Alder you have the floor.

- Thank you mayor. I want to have the opportunity to vote no on this. I voted no at the committee level. I wanna do so here as well largely in part, because I do think that we received proposals from other qualified organizations at a lower rate and I think it is trying to figure out how we can save money for fiscal reasons. I just wanted to have the opportunity to vote no on this.

- Thanks Alder. Director Ellenbecker, you want to just address the Alder's comments?

- Yes thank you mayor. Yes, we went through a full RFP process for this bid, for this service and based on the numbers before we saw any costs, the proposed winner which is Bakertilly did come out with many more points when this class got added and they weren't the more expensive one but in total, their total points came out and where the most qualified had the highest points for after we went through the full RFP.

- [Alder Lefebvre] Mr. Mayor.

- Yes, Alder Lefebvre go ahead.

- [Alder Lefebvre] Yes and this was discussed at the Water Utility and they agreed that Bakertilly was the best because of these points.

- Okay, thank you. Alder Dorff.

- Yes and so there was certainly more to it than just the cost of what this would involve working with two other, what are the two, Diana, what are the two other agencies that if they come on more with us?-

- There was CliftonLarsonAllen, which is our CLA, which is our current vendor and then there was also,-

- No I mean the two other agencies that were gonna be audited.-

- Green Bay Water Utility and Green Bay Metro, we're also looking in, we're in on the same bid correct.

- Right and so and I understand why Alder Johnson voted no, the rest, the other three of us voted yes and we did understand that there was a difference in cost and also in service and in reputation of the places that they had had more experience with a city of the size of ours. So that was a reason that I voted yes on it. So I wanted to ensure that the other Alders who didn't get a chance to watch the meeting knew that there were two sides and I understand why Alder Johnson voted no and I wanted you to know why I voted yes. Thank you.

- Are there any other comments? You know we have a motion and a second to award the contract. All in favor signify by saying aye. Aye.

- Who's nay?

- Nay.

- The ayes have it and the motion is successful. Onto "Park Committee".

- Motion to approve.

- [Alder Scannell] Second.

- Made by Alder Corpus-Dax, seconded by Alder Scannell to approve report R which is the "Report of the Park Committee" from the meeting on October 14, 2020. Any items to be handled separately? Hearing none, all in favor of approving that report, please signify by saying aye. Aye.

- Nay? The ayes have it. The report has been approved. "Personnel".

- Motion to approve.

- [Alder Dorff] Second.

- Made by Alder Corpus-Dax, seconded by Alder Dorff. Any comments? Seeing none, all in favor signify by saying aye. Aye.

- Who's nay? The ayes have it. Onto "EDA".

- Motion to approve.

- Second.

- Made by Alder Scannell, seconded by Alder Corpus-Dax to approve report T, which is the "Report of the Economic Development Authority" from the meeting on October 5th, 2020. Any comments?

- Mr. Bader is on my executive committee.

- That is noted Alder. Any other comments? All in favor signify by saying aye. Aye.

- Nay? The ayes have it. The report has been approved. On to "Committee of the Whole".

- Move to approve.

- [Alder Scannell] Second.

- So let's take these one by one Alder, though I appreciate the motion. So item I, "Consideration with possible action on the request to fill the following replacement positions and all subsequent vacancies resulting from internal transfers". It's a Custodian II and a Building Services Coordinator. Any discussion on this item? Alder Galvin go ahead.

- I'm just wondering why this thing come up in personnel.

- Yeah, very good question. We'll go to Director Faulds.

- I can actually answer that.

- Director Renier-Wigg go ahead.

- Because they received the notices from the staff people the day of Personnel Committee. So we wouldn't have had time to properly notice it and these are two maintenance positions for our public housing units in Green Bay. So we will have no maintenance people after November 10th. So that's why we're trying to move these along quickly to fill these positions.

- All right, that satisfies me. Thank you.

- Thanks Alder. Any other comments or questions? Hearing none, all in favor of approving that item, please signify by saying aye. Aye.

- Nay, the ayes have it. The item has been approved. On to item U.2, "Consideration with possible action on prohibiting weapons, including firearms, in any part of a building that is owned, occupied, or controlled by the City while being used for in-person polling locations and central count".

- Move to approve.

- Second.

- Seconded by Alder Corpus-Dax and first we're gonna go to the clerk, clerk Teske. Item is before us this evening and then at least some subsequent comments from Chief Smith. Clerk Teske.

- [Clerk Teske] So I brought this forward because I have been asked by some of the poll workers, if we could not have any weapons or firearms in the polling locations on election day.

- And in order to make that prohibition we received guidance from, was it WEC Clerk Teske?

- [Clerk Teske] Yes we did.

- Stating that the Common Council would need to adopt this resolution, correct?

- [Clerk Teske] Correct.

- So that's why we have it before us tonight. Chief Smith, any comments on the policy itself for us?

- The concerns that I've been hearing from members of the community are that they're that individuals might come from outside trying to disrupt the election or bring weapons to try and intimidate people from voting. During the August election, I went to the various locations and I did go to the one, the Sears building that we were using down there on Mason Street. While I was there, I was approached by some of the poll workers who said they were in fear or intimidated earlier by an individual who had a firearm open carried, affixed to their waist. I called the city attorney and asked if there was anything we could do in a situation like that. I was advised that because there was no ordinance or nor rule prohibiting people from carrying guns into that building, there was nothing we can do. So that was my experience. I know I have heard some concerns from people in the community, that this is a very emotional and very contentious election and that was evidenced this morning when I went to City Hall and talked to some of the folks that were in line there there were definitely some people that were very angry and very emotional in that line. So that's kind of the perspective I have. Of course it's entirely up to the City Council to make this decision.

- Thank you Chief.

- [Alder Lefebvre] Mr Mayor.

- Or comments from council. Just remember to press your buttons, I'm monitoring that as closely as I can Alder Lefebvre .

- [Alder Lefebvre] Okay, thank you mayor. I think this is a special situation. People have a right yes, as of the Second Amendment with the firearms but this is a special situation here with the polling and as the chief had mentioned and others that this is a very volatile time, we've had people well, just what happened to the Michigan governor, people are getting so over ruff on this election that I'm just afraid yes, that something might happen and that we need to put some kind of control on this and I'm hoping that I don't know if we will need the police at some of these polling stations, I don't know. This is becoming really scary. So I am definitely gonna vote for this. I'm not against people having their guns but there's certain times when you don't need to have your gun, this is one of them. Thank you.

- Alder Scannell.

- Thank you your honor. I'm curious, looking at just restricting within a building, is there a reason why we didn't go for the property? I mean, I think if we have people with weapons outside, right outside the doors that would be just as an extension of mind, we're just saying restrict it to within the building?

- It's probably a question for law. So either Attorney Chavez or if Attorney Mather is on the call.

- [Attorney Chavez] This is attorney Chavez. So there's a couple of reasons why we are unable to do that. So first and foremost, the authority that we're granted by statute actually applies specifically to buildings. The second component of that is parking lot. So what's ultimately determined and reviewing different laws and authorities pertaining to carry is that you have to still give people an option to be able to put weapons away somewhere so that they're not bringing it into the building. That's the main focus. So while there is definitely a potential for concern for people being out on the ground, we don't have the authority at this time under state statute to limit the parking lots themselves or to limit grounds themselves either and so what we're doing right now or what we're proposing right now is to address what authority is actually available to the city.

- That answers it. Thank you.

- Thanks Alder. Alder Galvin.

- Thank you your honor and I've had my question or concern answered with Alder Scannell's question. I guess my main concern is if we do vote in favor of this and it's restricted at the buildings, we're talking concealed or not concealed is that correct?

- Correct.

- [Attorney Chavez] That is correct.

- All right, and then I guess I would ask that if this does pass that we have very visible signs outside of the entrances to all these buildings that says, to make it very obvious, 'cause there's some people that go armed quite a bit and they may forget. So I don't want anyone to run any problems, but I guess my concern is and this would probably be more for Attorney Chavez 'cause I've already talked to the chief about my concerns, is that, so from what you're saying is if someone wanted to go and dress up with the tactical vest and in some kind of a long gun and all that other kind of stuff, nothing we can do to stop them from doing that, is that correct?

- [Attorney Chavez] It depends on what they're doing. So unauthorized militias are still prohibited by law under the constitution and so if somebody is appearing as an unauthorized militia that is definitely something we can address as per existing laws. Now, if somebody is just wearing a tactical vest under something that looks normal, available but we do have intimidation factors that we are trying to work on containing as well and so there is additional guidance that should be coming up from the WEC but as far as prohibiting carry in the buildings themselves, this is the only way to do it.

- All right 'cause as I understood from a article that I read today, the only legal militia in the state of Wisconsin would be the National Guard. Anyone else identify themselves as a militia would be in violation of state statute, except if someone's smart they just say, I'm not part of the militia, I'm just John Doe standing here with my tactical vest, helmet, long gun and if people are claiming that they feel intimidated by that, there's really, as I understand it, not much we could do.

- [Attorney Chavez] And we are waiting for additional guidance from the WEC.

- All right, I think that addresses most of my concerns and I guess since I'm a poll worker, I'm even more concerned about this. I guess part of my concern is if someone does walk into the building armed, are we setting up a procedure or something with what to do and how to handle it?

- [Attorney Chavez] Yes. As far as my understanding is that the intention is to have something in place where I would wish to differ to the chief but the recommendations that are coming out of the WEC are focused on providing something for people to address that whether it's having non uniformed officers in the vicinity or having somebody close by to address that this way it's not an altercation. It doesn't escalate to an altercation.

- Okay, all right. Thank you very much.

- [Mayor Genrich] Thanks Alder. Alder Dorff.

- Thank you. I know that there are some people here from the public. I understand that they'd rather like to speak. Would it be appropriate to open the floor at this time?

- [Mayor Genrich] Yeah.

- Okay. I'd like to move to open the floor.

- Second.

- [Mayor Genrich] Motion to open the floor by Alder Dorff, seconded by Alder Galvin. All in favor, please signify by saying aye. Aye.

- [Mayor Genrich] Nay? The ayes have it have it, the floor is open.

- [Ms. Jeffreys] Yes Ms. Paulson, please unmute yourself and state your name and address for the committee.

- [Miss Paulson] Hello, my name is Elizabeth Paulson and I live at 2550 Martha Avenue, 54301. Thank you so much for putting together this resolution. I am the local group lead for Moms Demand Action for Gun Sense in America here in Green Bay and I think this is a really smart thing to do at this time when tensions are so high it won't sell everything but I think it's a really good step in the right direction. We wanna support creating a safe environment for democracy that allows anyone, regardless of their beliefs, to vote for the candidate of their choice without fear and some people are perfectly fine with them but some people really don't react well to open guns and it's intimidating and if I were there with my son I'd probably just turn around and leave because to me it's such a risky thing to have around. So I definitely support prohibiting firearms at polling locations and at government buildings on election day and just for what it's worth, if more guns made Americans safer America would be the on earth instead of having a hundred people a day die from gun violence. So that's all I have to say. Thank you.

- [Ms. Jeffreys] Thank you Ms. Paulson. Ms. Ringle please unmute yourself and state your name and address again for the committee. Ms. Ringle.

- [Ms. Ringle] Okay, there we go. Sorry I think I pushed buttons apparently. Abby Ringle, 2042 Memorial drive. I would just like to express my concerns that stating that we can't take our guns to a polling place actually makes me feel less safe as a holder of my CCW. I carry that for protection and as chief Smith said, there are individuals that are having guns and are very uptight about this election and are very passionate about it and if those individuals show up with their weapons and they decide to intimidate and ultimately draw their weapon on me, I don't feel comfortable going to a voting place without being able to protect myself as is my Fourth Amendment Right in Wisconsin, we do have that right to open carry. So I would just like to express my concern there that I think we're opening up a can of worms by saying that, especially since you can only limit it in a building and not on the property per se. So you've got a whole can of worms that you're opening there. Thank you.

- [Ms. Jeffreys] Thank you Ms. Ringle. Is there anyone else who would like to speak to the committee about this matter? Theresa Kennedy please unmute yourself and state your name and address for the council.

- [Theresa] Hi, I'm Theresa Kennedy at 1301 Emily street, and this really is just in response to the last caller although I appreciate her point of view I am a poll worker and I feel if she feels unsafe standing in line outdoors, because as I understand from the earlier discussion that we wouldn't be able to limit the carrying of weapons outside of the building, but on the inside the building, then perhaps she

should take advantage of early voting in-person at her municipalities area but again, as a poll worker I'm already scared enough of COVID. I'd have somebody becoming unhinged honestly and perhaps taking out frustrations inside a polling center and that's really all I have to say. It sounds like a lot of the Aldermen that have been commenting are in favor of this and I appreciate that so much because protecting our right to vote is the number one reason why I have become a poll worker. So I appreciate your time. Thank you.

- [Ms. Jeffreys] Thank you very much Ms. Kennedy. Kellie.

- [Kellie] Thank you. I know there are mixed feelings on this for multiple reasons. I do open carry. I did not start opening carrying until this past Summer when I was participating in some of the peaceful protests and the anger that came at our group. I've never drawn my weapon. However, having it, there has been a deterrent at times and so I guess I have very mixed feelings especially with the parking lot and walking in and out of a polling place. I understand I do have the right to vote early in person. However, I do have to agree with Ms. Ringle that I think it's opening a really big can of worms and it's not that they right to open carry would necessarily become unhinged. We, I think are more worried about those who are claiming to be Patriots and showing up with long guns and a tactical vest. Those are the concerns that I have. So I feel for you with this decision because I think it's a double-edged sword in many ways. Thank you.

- [Ms Jeffreys] Thank you very much. Ms. Hutchison, if you'd like to state your name and address for the committee, sorry for the council. Yes.

- I'm Denise Gaumer Hutchison. I live at 3184 Herman's road at 54229. I am here tonight as a poll worker and I was actually at this as the first person greeting people and welcoming them to the polling place in the August election and I was also at the Sears, excuse me at West high school in April and I have thought a lot about this because it was very uncomfortable to me when two different gentlemen came in with guns on their hips when they came in to vote and it created a really uncomfortable energy for everybody working and one of the gentlemen had to register to vote and he got rather agitated because there were some issues and he had to go back to his car and it could have escalated. It did not escalate except for you get a little angry and the person working the registration was able to pull it and take care of it but we shouldn't be the kinds of situations where we are fearful for our lives and we're fearful for the people coming to the polls and this is one day out of the year and it is one day not out of the year, but one time in our election process and I would just encourage all of you to support the poll workers and support democracy and support people being able to come and feeling safe and secure when they come to their polling locations and knowing, and also those of us who are working those polling locations, that we're not going to be injured or hurt or potentially killed and I'm also here as a member of the League of Women Voters who has worked over a hundred years to make sure that people have the right to vote. Specifically women have the right to vote and I would encourage you to take that into consideration that our

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minority communities and women have worked very hard to get to the point where it's okay to go and vote and I don't wanna see anything hurt that opportunity to happen in this situation so please vote to eliminate guns at the polling place on this election. Thank you.

- [Ms. Jeffreys] Thank you Ms. Hutchison. Is there anyone else who would like to speak to this issue? Please unmute yourself and state your name and address for the council.

- [Ms. Seidl] Hi, my name is Christine Seidl. My address is 1222 Hasting Street and I am a poll worker also and I just want to alert to everyone to the fact that it is a felony to intimidate voters and anyone who brings a weapon to a polling place is like actively intimidating voters. I can't think of any other reason why you would bring a weapon. I don't think that you go to vote and have to fear for your life and I also think that the council should really consider the poll workers and what we are doing as a service to the community and to the nation and I would really want respect for our lives and also for the right to vote and all those people who are coming to vote and I do think that if anyone has any sense about being afraid to go to the poll place and they have to bring a gun in order to exercise their right to vote that there are lots of ways to vote early and you can take advantage of all of those opportunities to vote and not feel that, I really just don't think that we need to be in a position where we are having to fear for exercising our rights in this country, in this democracy. So thank you to the council for putting together this resolution. I really appreciate it. Thank you very much.

- [Ms. Jeffreys] Thank you Ms. Seidl. Anyone else wishing to speak to this issue, please unmute yourself and state your name and address for the council.

- My name is Joyce Fritz and I too am a poll worker. I live at 822 South Clay Street in Green Bay and the polling place where I normally work is Union Congregational Church and that polling place is not going to be used this time but that church has a sign on the door that says, "No guns are allowed". So we've already had that protection at a number of our polling places and I urge you to pass this resolution and give us that additional protection with the change of venues for many of the polling places. I do not feel protected by a civilian with a gun and I feel that poll workers and voters alike deserve to have that ease of guns not being allowed in the polling place. So thank you for proposing this resolution and I do urge you all to support it.

- [Ms. Jeffreys] Thank you Ms. Fritz. Anyone else wishing to speak to this item, please unmute yourself and state your name and address for the council. Anyone else wishing to speak?

- [Ms. Louanne] My name is Louanne Crowder. I live at 818 South Roosevelt street. My husband Joe Wall and I are going to be city poll workers in November. It's difficult enough that voters are not required to wear masks but the thought that they might also be armed with deadly weapons is chilling. In your considerations, please consider the safety of all concerned. A weapon that is not present can not be used against anyone. This election is already so fraught with emotions. Please vote to ban weapons and keep voters and poll workers safe. Thank you for listening.

- [Ms. Jeffreys] Thank you Ms. Crowder. Anyone else wishing to speak to this item, please unmute yourself and state your name and address for the council. Anyone else? Okay Mayor.

- [Alder Scannell] Motion to close the floor.

- [Alder Stevens] Second.

- Motion by Alder Scannell, seconded about Alder Stevens to close the floor. All in favor, please signify by saying aye. Aye.

- Nay, the ayes have it the floor is closed. Alder Brunette is in queue.

- Thank you mayor. I have questions for staff. Just so they're ready. Clerk Teske, Chief Smith and Attorney Chavez. First for clerk Teske, you said poll workers have asked for this change. How many poll workers have asked for this resolution be passed or something similar to it?

- [Clerk Teske] We've had probably four that have either had arguments taking place, like in August, at the polling locations and they were concerned. I did have Denise contact me about a month ago and that's when I got the ball rolling with the city attorney and then some of the other workers have commented that they're worried about their safety. So probably more than four 'cause when I think of the safety question, I'm getting those now, since the assignments have been sent out.

- Prior to the August election, have we had any issues or concerns from poll workers or the general public about people carrying firearms whether concealed or at their side?

- [Clerk Teske] Yes. I've been questioned many times by poll workers are they allowed to have guns and bring them in? And they do feel intimidated.

- How many times? I mean, just ballpark, like how many times per year does that come up?

- [Clerk Teske] Every big election. The question comes up.

- Okay, thank you Clerk Teske. For chief Smith, you mentioned you were outside of the City Hall when people were waiting in line and you said that people were agitated, voters were agitated, but what were they agitated about? Did they give any indication of what their grievances were?

- A couple of things, one, several people mentioned that they were agitated by having to wait in line. There was a period of time there and early in the day, they had a big crowd and they were agitated about that but I heard some people make comments. So one woman was agitated and she specifically cited Clarence Thomas as the the culprit in whatever issue she had with the court. I would say that would be the type of interactions I had with folks out there.

- How many interactions?

- I probably talked to 50 people out there and most of that was just a hello and others were concerned they were gonna get a parking citation because they had to wait so long and they were parked at a meter and things of that nature. So I would say I probably talked to 50 people out there over the course of two or three visits to the polling location.

- Okay, thank you Chief. Attorneys Chavez, if a person does not, perhaps this might be a question for chief Smith I don't know but if a person does not comply, they have a sidearm and holstered and they come into vote and our officer or poll worker whoever's at the door says, "Ma'am" or "Sir, you cannot bring that in here" and if they refused, then what?

- Okay from my perspective, I will have officers on duty, they'll be briefed on what to do, we'll have detectives that will be in plain clothes, that'll be going between the different polling locations. If that does happen, we would ask that the senior person at the poll contacts us through the 911 line or one of our telephone lines and we'll send an officer over there to keep it more of an education thing I would suggest than anything else and our officers are really good at that. They're trained at that and they excel at keeping the peace and getting voluntary compliance from people. I don't anticipate making arrest or things of that nature.

- Okay, thank you for that but I guess and I have complete confidence in your officers on this chief, I'm not discrediting them, I'm just saying if we are painting this huge picture where oh my gosh, election day is going to be a disaster in our country and our community, I guess my fear would be if someone does show up with a firearm and one of the speakers said why would a person want to bring a gun in? Well we heard one person say for their own self defense. So there are legitimate reasons why a person would wanna carry as they vote, but if a person just absolutely does not comply would we be issuing a citation because they don't see that resolution has anything to that effect?

- Yeah, I would defer to Attorney Chavez about what a city ordinance would be. I believe it would just be a simple citation.

- [Attorney Chavez] So this would actually be a statutory requirement. So under state laws, if we adopt to the resolution prohibiting it the only thing we have to do is post then the sign and then it's a violation of state statute.

- It's a violation of state statute. What would the penalty be for violation?

- [Attorney Chavez] I'd have to go find that out for you.

- Okay, could we, I mean it is important because I do, if we are anticipating some really weird scenarios, we have to anticipate this and how long will that take Attorney Chavez?

- [Attorney Chavez] I have to do some research. You're gonna have to give me a few minutes.

- Okay. Well mayor, while Attorney Chavez finds that if there's any other speakers, I'm fine with.-

- Thank you Alder. We do have Alders Dorff and Galvin in the queue.

- I don't have anything right now mayor. I just forgot to turn that off when I opened the floor. Thank you.

- Alder Galvin.

- Thank you your honor. I would ask them and unfortunately Attorney Chavez is the one that could probably answer this. Is this ordinance going to be from now on until we decide to rescind it in the future at some point in time? I mean, will it be good for 2021, 2022 any other election going forward?

- [Attorney Chavez] Resolutions stay in effect until another resolution changing things is adopted.

- Okay and if it doesn't pass and life goes back to normal next year, God willing and we move our polling places back to where they used to be and in the cases of say like the church that was mentioned that is posted no weapons, that would prevent voters from carrying weapons into that facility, is that correct?

- [Attorney Chavez] It's kind of murky situation because private property owners are entitled to do whatever they want as far as posting and prohibiting carry. When we have access to the buildings, it's kind of been a murky situation. So I don't have a solid answer for you on whether or not it would apply to all polling locations or just if it would apply to private locations that are being used as polling places or if the requirement that it'd be a polling location trumps it.

- Okay and then I guess, regardless of what the penalty is, which is what Alder Burnett is getting at, my concern is if John citizen walks into a location with a weapon and he's observed with and he's asked to leave and he refuses and so we call the police department to show up, if he refuses to leave, my understanding would be that he would then be placed in custody and taken away whether he receives a citation or asked to post bond in some type of bond to ensure that he would show up for court at a later date but stay long in that?

- [Attorney Chavez] That's a question for the chief. These would not be handled at the municipal level since it would be a violation of state law.

- And I think you're correct sir. I think we would do everything we can to educate the person to try and convince him that, this is a path that leads to him being ultimately arrested but if that were the case and somebody had to push it and was trying to make a point, then we would be able to take that person into custody like we would for any other violation like that. Again, I'm an optimist and I hope it doesn't get there but optimism is not a great policing strategy. We have to be ready for things.

- We did run into a couple of incidents at my polling location, where we had a number of at-risk individuals that were using the building, where we were using two rooms out of a larger building. The building was many individuals that were health wise were at risk. We had two individuals without masks and there was one individual that made the statement "Well, the Sheriff's not gonna enforce the mask law anyway. So I'm refusing to leave and you can't stop me from voting". Luckily the inspector, did some real good verbal interaction with this individual but it took almost 10 minutes to come to a resolution and so I guess if we're gonna have people getting upset just about a mask, my concern is we have individuals walking in with that same kind of attitude as it comes to their weapons or something like that could escalate and so I just wanted to see what the, I was wondering what the end result would be if they ultimately . I appreciate that answer chief. Thank you.

- [Attorney Chavez] It looks like it's a Class B forfeiture. Do you know what that would equate to as far as the fine goes? If not I can keep looking, I just thought you might know.

- Well mayor, if I could have the floor back. Well Attorney Chavez, I can kind of explain my reasoning is that it is tense and in our country and our community, we need to come together as a community, as a people and if ever there is a sign that we cannot allow politicians divide us in both sides, extreme sides, this is what is created now to the point that in this city poll workers are afraid to work the polls to allow democracy to work. People have done this to us and maybe to some degree we're all responsible as Americans that we allowed our hatred of each other get to this point on a partisan scale and so it's really unfortunate. So now we have a situation where a person will come to exercise their vote their right to vote, for whatever reason, they decide to have a firearm perhaps it's because they want some protection because of what we're painting this to be this horrid situation where people are gonna be shooting and intimidating each other. So person will show up to vote, with a firearm at their signage is their right, and our police officers or our poll workers will ask them to leave, perhaps they don't want to give up their firearm, perhaps they don't want to leave. So now we are basically going to possibly arrest them and not allow them to vote because they do not want to comply with a resolution we're putting in place two weeks before the election. When many people have voted already. I'm uneasy about it for a lot of reasons. Not because I'm a gun nut which I am

certainly not, but I understand why people cling to their right to bear arms especially in contentious times also I'm not comfortable putting our officers in a very precarious position and highly tense situation across the entire city. I don't want to bring attention to this. I think if you pass something like this, especially two weeks before the election, no matter what your reason is, many valid reasons why many of you would vote yes and I don't discredit or I don't argue with many of your points because they're valid, my point is we're gonna be bringing more attention to the situation. So now people may say, what in the world is the city of Green Bay doing now? They're gonna deny us our right to bear, a concealed carry or something open carry, that is our right? You have gone through classes and gone through all the proper permitting and training classes to exercise that right? It's tough all the way around right? But we cannot forget why this is. We're divided as a people and we deserve better from our leaders, from our community, from our politicians, everyone in America is responsible to some degree, I would argue. Whether either you are voicing, posting comments on social media, the hatred has been festering. I don't like it because of the real world applications we're all facing now. So I don't feel comfortable with passing the resolution as is, Attorney Chavez if you have that number, that total that's great, if not, then honestly I don't think it would affect my decision at this point.

- [Attorney Chavez] It's a forfeiture the judge has discretion from one dollar to \$1000.

- [Alder Brunette] Okay. Thank you.

- Thanks Alder. Any further comments?

- Yup, I do.

- Go ahead Alder Wery.

- Thank you Mr. Mayor. If I could clarify with Attorney Chavez, there was some discussions Alderman Brunette. We don't know if this law will cover all polling locations or just those directly under our control, like the Sears.-

- [Attorney Chavez] No. What I'm saying is that what the question that got posed was whether or not, if this didn't go through what the fact that private locations had, other had posted "No Carry" signs, which is different than . If this goes through, yes, we absolutely have the right to prohibit carry.

- Okay. Perfect, that answers and I appreciate it. Alder Brunette brought up a few important points. I think this is just a, it's a feel good measure unfortunately, it's a solution looking for a problem and really, as Alder Brunette stated this could potentially create issues that would not have been there before. People who may have brought their sidearm with them to vote are not gonna know about this. They may not see the sign go in and all of a sudden they're being told you have to have to go back to the car and disarm recreating that situation and really this is for me, maybe not for others I understand, this is irrational feelings versus constitutional rights. Do we get to take away a constitutional right because some people have these feelings that they can't get over. It's a perceived protection really, if you're putting a sign up, that doesn't mean there won't be guns in there, come on now, we're smart folks, we're all adults. Putting a sign up does not mean there won't be guns in there. Bad guys and ladies don't care. They don't care. They don't turn around to see the sign or hear there's an ordinance. They're going in to do whatever they're gonna do and for me as a poll worker coming up here, I sure hope someone in the building as a concealed gun. You want some good people there who wanna protect and others with them. I don't want just bad people running around with guns and that's what this has potential and it's sending a loud signal right now. We are creating unsafe zones. It's shooting the flare up and we are putting out on safe zone. It has a couple of those issues and it's nice to see, I agree with Ms. Ringle and Ms. Delvaux on that item. So it's good to be with them myself. We've been around for 160 years as a city. We've had contentious elections before. You can not tell me this is the most contentious election 'cause none of us have been around that long. I'm sure back in the 1800s there was some issue that the farmers were all worked up about and the state folk and there've been tales of the farmers coming in with their pitchforks to go after elected officials 'cause they were going to be sent off to war and a lot of contention and we haven't had this issue. I think I've said just about everything I wanted to say. I think also and I think everybody probably realizes this as well, just using common sense, most, especially in Winter, you don't know if they're carrying, ordinance or not, signs or not and I'm just, that's true, they aren't bad guys. So I just think this is misguided and I don't think we need it, we haven't needed it. I think we can trust the people. Thanks.

- Thanks Alder. Alder Dorff.

- Thank you. So I now I do have something to say. First of all, a number of people, at least seven or eight emails, three texts, two poll workers contacted me today all asking me to vote yes on this. I am on the Elections Committee and part of being on the Elections Committee was to ensure that we have a good election and then a huge part of that was to support our poll workers and our clerk and our clerk and our poll workers are asking for this and they will feel supported and they will feel safer and they will be more willing to work. Then I don't think it's something that I would want to vote against. I definitely will vote for this, it's one day, it's five minutes, maybe an hour in a person's life, if the poll workers and there are more than two or three or four, don't want weapons in the polling places, then I'm gonna support them as a part of the Elections Committee and as an Alder on the City Council. Thank you

- Alder Scannell.

- I'm clicking away here and nothing's happened. First before I take the floor, I've seen Kris Teske trying to get in some words, that's why so I would prefer her to speak before I speak.

- Yeah, you bet Clerk Teske.

- Thank you Alder Scannell. I just, this was brought forward, not to start anything with the rights and everything, this is for the poll workers. We saw what happened in April when COVID came around. People didn't wanna work because of COVID, understandable. Now they're asking us, we wanna feel safe and then we'll work. So the voters have a choice, many different choices vote, different ways for us to get poll workers, there's no choice. We either have them or we don't and then people can't vote. So we are trying for the people that have stepped up to work in this pandemic now asking to just not have weapons because of the political atmosphere. This is for the poll workers. This has nothing to do with, you can carry, you can't carry. It's for the poll workers who are.-

- What is the purpose?

- [Ms. Jeffreys] Excuse me. The floor is closed and only members of the committee or staff members can speak. Thank you. Please continue Clerk Teske.

- So I just wanna make that clear. It just has to do with the poll workers who have no choice but to sit there with people coming in. That's the only reason why this was brought forward. Thank you.

- Mr. Mayor, I'd like to comment something to that.

- I'll really.-

- I'm sorry Alder Scannell.-

- Oh no, you can take your question and then I'll speak.

- Okay Alder Wery go ahead.

- First question did we ask all poll workers? Because I think we have what, 300, 350 now or did we just listen to four to seven? Because that really doesn't tell you much. I mean, if you would've asked everyone I'm a poll worker and I would have told you I'm fine with it and I could probably get you a dozen or more who'd say they were fine with it but calling us for the statement, you know, doesn't necessarily work.-

- Four to seven. When I know that they are representing their team, they're not all gonna tell me like Denise, I know that she was at two elections. She worked with some of the same people. I didn't take a poll.-

- Poll's like anecdotal, it's just kind of maybe I just do think a majority, a simple majority can negate inalienable rights?

- I think most of the poll workers.-

- If majority can do away with constitutional rights just because they feel that way.

- Alder Wery, you know that we did not have enough poll workers in April. You wanna have that same situation again?

- I know, I'm just saying though, this is a right.-

- We don't need to get into, we're running back and forth here.

- Yep and I'd like to speak now. I've got that right.

- Alder Scannell go ahead.

- Who, we let's hear this, where's this argument on Packer Game Day when we could go into the stadium. Guns aren't allowed there, I don't hear all this righteous talk then. Courts, you can't bring a gun into court. There's plenty of places where this right ends and for safety reasons and that our number of poll workers seven is fine by me. That's a good enough number. I think that's representative of many others, let's say it's two dozen. That's a significant number and I think it's probably bigger than that, but it doesn't matter. I'm not gonna get into the numbers. We know there's enough poll workers or some poll workers are concerned. I understand that concern. I appreciate that concern. I'm gonna support them and all the arguments about gun rights is just a lot of bladder. Seriously. There are limitations, you act as if you can carry a gun no matter what, any time, everything you can't and this is another instance where I believe it's appropriate and for safety reasons where you can't. So I support this. I hope we can move forward in a safe way, whatever happens, but I have no problem with telling gun rights activists, yes you have the right, but it's not unlimited. You can't bring a gun into the Packer Stadium. Don't laugh at me. You can't bring a gun into the Packer stadium. Try it Alder Wery, try it.

- I'm sorry.

- I'm done.

- Alder Wery order in the floor.

- I can laugh. I do have another comment if no one else does.

- [Alder Scannell] Yeah you can laugh.

- Are you finished Alder Scannell? Alder Lefebvre.

- [Alder Lefebvre] Thank you mayor. I just wanna say that I'm voting for this, the reason is now I'm hearing that we have a poll workers and it's probably more than just the a few that spoke up that have concerns and some are really nervous about this issue and remember we had some Alder, not gonna say who, who was so upset with what happened in Spring and that's just because of the COVID, a lot of the poll workers backed out. I'm not gonna jeopardize that, the we're gonna end up going through some kind of fiasco again, like what happened in spring, because we're gonna have poll workers who are gonna say no. I'm not gonna come. If you're not gonna support us, we're not gonna show up. This could be more than you think and we could end up being again where we're gonna have just one or two polling places and we're gonna have lines again, people standing in the cold who knows what the weather is gonna be like, standing for hours. I'm voting for this. I'm sorry. This is something come on. If you're a citizen, for Pete's sakes, come together and realize that for once you don't have to have your weapon there and as Alder Scannell said, come on, there's other places where you cannot bring your gun in or any weapon. There's reasons for it. There's a reason here and if we don't support our poll workers, I don't know what we're gonna do. Thank you.

- Alder Johnson.

- Thank you mayor. I'd like to offer up an amendment and then I'll speak to it if it gets a second, but I would move that we amend the document and however legal would need to word it so that this particular resolution only applies to the November, 2020 election.

- Attorney Chavez.

- [Attorney Chavez] You would just need to, well, I can look at the language but essentially you would just say for the 2020 elections to be held on November 3rd.

- Okay is there a second for that motion?

- I'll second it for a discussion.

- So I'm listening to the conversation on this and admittedly when I came into this, I was on the fence about it and quite frankly, I still do remain on the fence and one of the things that often when I listen

to these arguments, I think both sides sometimes have a tendency to paint a more extreme picture than what's reality. On one end, I think it's being painted as people will be unsafe if they're allowed on the other end, it's, we're continuing to infringe on these rights and eventually we won't be able to have guns anymore and I don't think either one of those extremes is really reality and so I'm looking to see if we can find some middle ground here. It seems to me that the issue that's come up is that tensions are high for this election. A number of poll workers have expressed concern for this election. We wanna make sure that we have enough poll workers this election and that we're not losing those again for this election and so I'm always a little bit leery when we talk about making semi-permanent or permanent policy changes based on anecdotes and I don't know that there's been real, a whole lot of information being presented to talk about risks or feedback that had been presented in the past and so I think if the middle ground here seems to me to address this election and if we can do that successfully, we can ensure that we're not gonna lose poll workers for this election. There's not a permanent change to the privilege that comes with those or that comes with the state law that is currently in place and so that's the purpose of the amendment. I think if the amendment were to be supported, I would have a tendency to support, I would have a tendency to vote yes on this, again, if it were supported that it would apply just to this election and if we feel the need then to revisit this for future elections we have the ability to gather a little bit more information and have that dialogue looking forward. Thank you.

- Thanks Alder. Comments on the amendment. Alder Corpus-Dax would you like to comment on the amendment?

- I will wait.

- Okay. Alder Galvin on the amendment?

- Thank you your honor and this amendment with the other one. Everyone knows retired police officer and any time I went on a call, the less people with guns on that call, the safer I felt. I never liked to think that there was any one whether they had legal right to carry a gun or an illegal right to carry a gun standing around me on a call. I felt unsafe because I don't know those people. I don't know why they have that gun. I don't know what they're thinking. What's on their mind. What's going on and I've never met an officer that enjoyed having anyone around them with a weapon other than other officers. I know that we're talking about poll workers here but I did reference it to Alder Johnson that if you look at this down the road, if we want these same poll workers to stay with this job, we're gonna be looking at this problem down the road then and as Alder I mean, as Attorney Chavez says, it's murky once we get back into the other areas whether some are posted and some aren't posted. I think I'd prefer something that's clean, that's long-term. I mean, if it's all we have I'll support it but I would prefer having the original proposal go forward. Thank you.

- Thanks Alder. We got a bunch of people with their buttons pressed. I don't know if it's related to the amendment however, so if you could make sure it's pressed to speak on this item, this motion I'd appreciate it and we have Alder Dorff and Alder Scannell.

- Nope and I took it off.

- [Alder Scannell] I also took mine off.

- Okay, any others on the amendment? Okay, seeing no further debate, we have a motion and a second to identify November 3rd, 2020 as the election upon which this resolution would apply. So seeing no further debate.-

- [Attorney Chavez] Mayor one clarification.

- Yes Attorney Chavez.

- [Attorney Chavez] We should actually be for the November election rather than just the date of the election, the general election, because it should apply to all of the polling locations equally which would include the early in-person voting.

- Okay, this would be applying to November, 2020 election and Alder Johnson has we will do that.

- What's that Alder?

- I'm kind of on the fence with it. I second Alder Johnson's motion vote no person

- I'm missing some of those comments. Are you asking if you can second a motion and then vote against it?

- [Alder Brunette] Yes.

- I'm not hearing your comments Alder. I don't know if that's just me or if you have a bad connection.

- It's the internet connection, can you hear me now?

- Yes, it's better now.

- Yeah you got my question correct mayor. I second the motion but if I choose to vote against it, is that okay procedurally? Or do I have to withdraw my second?

- I don't think that's a problem. Attorney Chavez.

- [Attorney Chavez] Seconding a motion does not require you to vote in favor of it.

- Thank you.

- Request has been made to use the board. So we will do that.

- My board doesn't work, I'm gonna say no.

- That fails seven to five and we have the range of motion in front of us. Final comments on the motion, around the item itself.

- Yep, last comment.

- Alder Wery.

- It just we really need to use common sense here because this problem must've really built up over 160 years. Boy, it must've just been this bubbling below the surface and all of a sudden bam now it's an issue. Let's use common sense. Signs and laws stop good guys. Right? Those who want to obey the law and the sign will will not care Not the bad guys though. So you're setting up a bad situation. All this does. So some people can feel good. Think about that please. I mean, it's just such common sense. All you're doing is it'll be a nice headline. You can say, Hey, we're not having a weapons in there. Well not that you know of. It just really dumbfounds me how simple this is and you start, Alder Scannell was right when you do start whittling away at your rights, because you can always make an excuse for a little more. I mean, you can always can. You can see in some States, California, New York they whittled down their gun rights and things like that to almost nothing. Well, you know, I'm gonna vote no. I haven't heard a reason, a sound reason that this will actually do anything except make it more unsafe. Thank you.

- Wery. Alder Galvin.

- You honor. I've had a total of 13 people contact me on this ordinance. Eight of them, which live in my district. Several of those are coworkers. All those people that have contacted me want this ordinance in place and again, like I said, I'm a firm believer in less guns, less trouble, less problems. I can't trust the fact that someone went through a four hour classroom training on still be in the state of Wisconsin is suddenly the person I want pulling a trigger in a confrontation or trying to make a decision of who to shoot or who not to shoot or even though he's got his concealed carry doesn't make him a good guy. It could just make them a bad carry it doesn't make the difference. If they make a decision, you wrong reason at the last second then I just think the more we can do to prevent guns in the polling places and to make people feel safer. I think we should do that. I'm gonna vote yes for this. Thank you.

- Alder. Alder Corpus-Dax.

- Thank you Mr. Mayor. So I'm gonna support the ban because we don't allow guns in City Hall, early in-person voting occurs at City Hall that should extend to all of the other polling locations. That's it?

- Any other comments?

- Actually a point of order carrying a sidearm at City Hall is allowed. We voted on that a number of years ago, I was part of the vote. It was a big discussion. You can carry at City Hall.

- Okay, I'm still gonna support the ban.-

- I just pointed out you probably weren't aware of it. Yeah, that's okay.

- Thanks Alder. Any final comments. I'm seeing none, we have a motion and a second.-

- Can we use the board mayor?

- Yep absolutely. A request has been made to use the board.

- I vote yes.

- And that is a successful eight to four. On to "Receive and Place on File".

- Motion to receive and place on file.

- [Alder Dorff] Second.

- Motion made by Alder Scannell, seconded by Alder Dorff to receive and place on file The Building Permit and Municipal Court Reports for September, 2020. Any discussion? Hearing none, all in favor please signify by saying aye. Aye.

- And the ayes have it. The Report has been received and placed on file. "Resolutions".

- Motion to.-

- Yeah, so I will entertain a motion to adopt resolutions one through seven.

- Except for one and four.

- Oh yes. So yes. How are those resolutions handled Attorney Chavez the Velp Avenue and 901 Main Street.

- [Attorney Chavez] Those are the two, the Plan Commission items?

- Yes.

- [Attorney Chavez] So those ones would just be ignored at this point. They're on the agenda as action items but if the other items have ultimately failed or been referred back, then those items should not be taken up. You can receive and place on file but at this point I would just recommend you skip them.

- Okay, so we will heed that advice and ignore those resolutions. So I entertain a motion to adopt resolutions two, three, five, six, and seven.

- Well moved.

- [Alder Dorff] Second.

Minutes of the Common Council

- Motion made by Alder Scannell, seconded by Alder Dorff to suspend the rules, those items with one roll call. All those in favor signify by saying aye. Aye. Nay? The ayes have it, those there suspended. Motion to adopt.

- [Ms. Lefebvre] Mayor. I think you said, let's see, you said down to a number seven you did not include number eight?

- Correct, we're gonna have a free-standing vote on that.

- [Ms. Lefebvre] Okay thank you.

- Motion to adopt.

- Second.

- Motion made by Alder Scannell, seconded by Alder Dorff to adopt, we will use the board.

- I vote yes.

- Resolutions two, three, five, six, seven.

- I vote yes.

- And those are successful 11 to one. Alder Brunette intending to vote no there?

- No, a slippery finger but please change to yes if you could mayor.
- Okay.
- Yeah thank you.
- That was unanimous 12-0. So we're onto resolution eight.
- Move to approve.
- Second.
- Motion by Alder Dorff, seconded by Alder Scannell. We will use the board.
- I vote yes.
- Eight to four onto "Ordinances-First Reading".
- Motion to suspend the rules.
- Second.
- Motion by Alder Scannell, seconded by Alder Corpus-Dax to suspend the rules. Take up these items with one roll call vote. All in favor of that motion, please signify by saying aye. Aye. Nay, the ayes have it. The rules are suspended.

- Motion to advance.

- [Alder Stevens] Second.

- Motion to advance made by Alder Scannell, seconded by Alder Stevens, advanced items one through four. All in favor please signify by saying aye. Aye.

- The ayes have it, they have been advanced to final adoption. Onto "Referral of Petitions & Communications".

- I have a question. I'm not sure if this goes to protection and policy or planning, but refer to staff to look at regulations regarding the current zoning code and drive-through and pick up lanes and the necessity of bypass lanes and or mini boards.

- [Attorney Chavez] That should go to Plan Commission.

- [Ms. Jeffreys] Plan Commission.

- Okay.

- Alder. Any other communications. Alder Lefebvre.

- [Alder Lefebvre] Yes. One, I have written out this, there's two that I have to check a couple of things with that I can still submit them after the committee, I mean, after the council, this one here goes to parks. I'm asking parks to look at Violin parks parking lot, which is on Eastman Avenue and the location of the playground equipment and splash pads. As the parking lot is almost a block away is causing people to park illegally in the 1500 block of Smith street, which is a dead end.

- Thanks Alder. You have another communication?

- [Alder Lefebvre] No, I have to wait. I got to find out two more things on them and I will submit them probably within a day or two. That's still acceptable right?

- Yep.

- [Alder Lefebvre] Okay, thank you and I will send this, I will type this out and send it to Kris Teske

- Okay, very good thank you.

- Other communication?

- I have one mayor.

- Go ahead Alder.

- To the Traffic Commission consideration with possible action on changing the speeding limit on Hillcrest.

- Thanks Alder, are there any others? Seeing no others, I entertain a motion to refer.

- Motion to refer even though everybody could have done these tomorrow and then we wouldn't have to pay for them. Motion to refer.

- [Alder Lefebvre] Thanks Randy.

- Do we have a second?

- I Second.

- Motion by Alder Scannell, seconded by Alder Dorff to refer all the petitions and communications to the proper authority. All in favor of the motion, please signify by saying aye. Aye.

- Nay, the ayes have it. Petitions and communications have been referred.

- Motion to adjourn.

- Motion made by Alder Galvins, seconded by Alder Scannell. All in favor please signify by saying aye. Aye.

- The ayes have it, we're adjourned. Goodnight everybody.

- Goodnight guys.

- Goodnight.



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

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # M.18

To approve a request by Taqueria Maldonado's Main Street LLC at 400 Schoen St. to change their license premises to "dining room, bar and outdoor beer garden patio, back area" contingent upon the approval of the proper authorities. (Currently no licensed outdoor area on premises)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. sharpescans@greenbaywi.gov_20220428_144430



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

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # M.19

To deny a 2022-2023 for a "Class B" Combination Liquor Renewal License Application by Code 920, Inc. (The Bay) at 805 Klaus St, based on "non-compliance with stipulation" report from the Green Bay Police Department, which is a violation of City ordinances.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 805 KLAUS RENEWAL APPLICATION



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

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # M.20

To approve the various liquor and/or beer licenses renewal applications with no changes for the 2022-2023 license year, contingent upon the approval of the proper authorities. (see attached).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2022-2023 Liquor Licenses no changes

**2022-2023 Liquor License Renewals with no changes based on the answer to
Question 7 (except noted) on the Renewal Application AT-115.
(Subject to the approval of the proper authorities).**

Class “B” Beer:

Sergio Plascencia (Ind)
Los Arcos
At 607 Bodart St.

Pedro Curiel (Ind)
Taco Burrito Mason
at 1697 E. Mason St.

Scotts Subs East Green Bay, LLC
Scotts Sub East Green Bay
Agent: Mary Ellen Graham
At 810 S. Huron Rd.

Laborel, Inc.
Golden Basket
Agent: Constantinos Bourantanis
At 1350 S. Military Ave.

Antonio Soto (Ind)
Taqueria El Local
At 1615 University Ave

Class “B” Beer and “Class C” Wine

Happy Joe’s of Green Bay, Inc.
Happy Joe’s Pizza & Ice Cream Parlor
Agent: Terri A. Hanold
at 1675 E. Mason St.

Home Town Café & Catering, Inc.
Home Town Café & Catering
Agent: Brenda Hecker
at 1456 W. Mason St.

Aldo’s Pizza of Green Bay, LLC
Aldo’s Pizza of Green Bay
Agent: Jean Cleary
At 1247 Velp Ave.

“Class B” Winery

Stillmank Brewing Company
Stillmank Brewing Company
Agent: Bradley Stillmank
At 215 N. Henry

Noble Roots Brewing Company, LLC
Noble Roots Brewing Company
Agent: Alexander Falish
at 2790 University Ave.

"Class B" Liquor & Class "B" Beer

El Pastorcito Mexican Restaurant LLC

El Pastorcito Mexican Restaurant

741 Abram St.

Agent: Julio Govea

Angelina Inc.

Angelina

At 117 N Adams St.

Agent: Salvador Cervantes

Mangiare LLC

Mangiare

121 N Adams St.

Agent: Patrick Neph

REPUBLIC CHOPHOUSE, INC

REPUBLIC CHOPHOUSE

218 N Adams St.

Agent: Patrick Neph

304 North Adams Green Bay, LLC

Hotel Northland

304 N. Adams St.

Agent: Peter Donkonics III

The Automobile Gallery, Inc.

The Automobile Gallery

400 S. Adams St.

Agent: Megan Lehmann

The Booyah Shed LLC

The Booyah Shed

1800 S. Ashland Ave.

Agent: Daniel Nitka

CUQUIO TOWN BAR, LLC

CUQUIO TOWN BAR

500 N BAIRD ST

SERGIO PLASCENCIA

Green Bay Yachting Club, Inc.

Green Bay Yachting Club

At 100 Bay Beach Rd.

Agent: Patrick Bender

Party Line LLC

Party Line Tavern

At 601 Bellevue St.

Agent: Scott Douglas

CJK Corp

Getaway

At 631 Bellevue

Agent: Jason Charles

Cheri's Place LLC

Cheri's Place

At 704 Bellevue St.

Agent: Cheryl Skenadore

(#7 Yes-Married on 8/14/2021 Last
name changed from Knoll to Skenadore)

Pizza Parlor, Inc.

Cranky Pat's Pizza

At 709 Bellevue St.

Agent: Sarah Veldkamp

May-Marie, Inc.

Jill's

At 613 Bodart St.

Agent: Jill Jacobe

MJ Hospitality Corporation

Drink

At 708 Bodart

Agent: Melissa Peguero

Vica Enterprises, Inc.

La Cueva (The Cave)

Agent: Vincent Hernandez

718 Bodart St.

Lee & Kingsada Corporation

Little Toyko Restaurant

At 121 N Broadway

Xa Lee

Amphora Wine Bar, LLC
Amphora Wine Bar
At 131 N Broadway
Agent: Trevor Commons

Gather on Broadway, LLC
Gather on Broadway
At 139 N Broadway
Agent: Thomas Everman

Kavarna Café, LLC
Kavarna
At 143 N Broadway
Agent: Kayla Viste

Keggers, LLC
Keggers & Lyric Room
At 231-233 N Broadway
Agent: Will Liebergen

A&V Custom Creations
Board & Brush Creative Studios
At 235 N Broadway
Agent: Vanessa Schoen

BGR Corporation
Bangkok Garden Restaurant
At 240 N Broadway
Pachia Stange

Chefusion, Inc.
Chefusion
At 307 N Broadway
Agent: Robert A. Phillips

Martin Leonhard (Ind)
Lenny's Tap
431 N Broadway

Mai See Vue (Ind)
The Egg Roll Food Truck Restaurant Bar
100 S. Broadway

Cole J Ductan (Ind)
Bay Area Burger Co
At 126 S. Broadway

The Sardine Can, Inc.
The Sardine Can
128 S. Broadway
Agent: Christopher Hansen

White Dog LLC
White Dog
201 S. Broadway
Agent: Nicole Wiltgen

Big Mitch LLC
Jekyll & Hyde Bar
226 S Broadway
Agent: Mitchell Hyde

CH Bar, LLC
Old School
301 S. Broadway
Agent: Vincente Hernandez

J&M Group LLC
Rum Runners
715 S. Broadway
Agent: Jeffrey Hunter
(#7 Yes-Matthew Kispert is no longer active
as manager and is leaving the LLC)

The Public Haus, LLC
The Public Haus
At 813 S. Broadway
Agent: Gregg Ness

Susan Robinson (Ind)
Bourbon Street
At 821 S. Broadway

Beachme LLC
Richard Craniums
At 840 S Broadway
Agent: Donald Mjelde

Tux 2, Inc.
Blue Collar Bar & Grill
At 1313 S. Broadway
Kimberly Glover

Rebel One, LLC
Cheesesteak Rebellion
At 1301 S. Broadway
Agent: JoLinda Gorzelanczyk

Lil Jamaica LLC
Lil Jamaica Lounge
At 1332 S. Broadway
Agent: Nemard Wilson

Basil I LLC
Overtime Grill & Pub
At 1423 S. Broadway
Agent: Theresa Cherney

Witche's Den, LLC
Robyn's Nest
At 1623 Cass St.
Agent: Robyn Schadt

BSCTBC, LLC
The Job Site Tavern
At 1647 Cass St.
Agent: Stephanie Medley

Court House of GB LLC
Court House Bar & Grill
At 1654 Cass St.
Agent: Cindy Rivard

BMT LLC
C Street Pub
At 312 Cherry St.
Agent: William Duranceau

Oneida Golf and Country Club
Oneida Golf and Country Club
207 Country Club Road
Agent: Kevin Betts
(#7 Yes-2 New Board Members-Tori
Szkodzinski and Michael Madson)

Copper State Brewery, LLC
Copper State Brewery
At 313 Dousman St.
Agent: Gregg Mattek

The Woods Operation, LLC
The Woods Golf Club
At 530 Erie Rd
Agent: Chad Lardo

Chipstacks, Inc.
Glass Nickel Pizza Co.
At 416 Dousman St.
Agent: Daniel Krause

Pearly Gates Venture, LLC
Pearly Gates Bar & Grill
At 3551 Finger Rd.
Agent: Jeffrey Fonferek

Sepia Wedding Chapel, LLC
Sepia Wedding Chapel
At 3562 Finger Rd.
Agent: Barry Krahn

Jimmy Simms LLC
Jimmy Simms
At 2850 Humboldt Rd.
Agent: Dianne Crowley

Allen Pizza, Inc.
Rosatis Pizza Green Bay
At 745 S Huron Rd.
Agent: David Allen

Pablo's Mexican Grill House, LLC
Pablo's Mexican Grill & Cantina
At 850 Kepler Dr. Suite C
Agent: Pablo G. Torres

Anduzzi's East Green Bay, LLC
Anduzzi's Sports Club
At 900 Kepler Dr.
Agent: Anthony Szymanski

The Bar of Green Bay, Inc.
The Bar
At 606 Lime Kiln Rd.
Agent: Daniel Timmers

Barleys Pub & Grill, LLC
Barley's Pub & Grill
At 846 Lime Kiln Rd.
Agent: Craig Barlament

Funke's BC's LLC
Funke's BC's
At 617 Lime Kiln Rd.
Agent: Carol Kruse

Carol Stein (Ind)
Stinger's Pub
At 619 Lime Kiln Rd.

Bays Tundra Hospitality Corp
Tundra Lodge Resort & Waterpark
At 865 Lombardi Ave.
Agent: Jason Hager

Kokoro, LLC
Koko Sushi Bar
At 875 Lombardi Ave.
Agent: Virginia Wilson
(#7 Yes-address change effective July 1, 2021)

KNK Plaza Hotel of Green Bay, LLC
Hilton Garden Inn
At 1015 Lombardi Ave.
Agent: Teresa Ringelsetter

Green Bay Sportservice, Inc.
Lambeau Field
At 1265 Lombardi Ave.
(#7 Yes-James C. Obletz has been named President)

Peachtree Hospitality Management, LLC
Hampton Inn Green Bay Downtown
At 201 Main St.
Agent: Barbara Myer

Simonets Bar Inc.
Simonets Bar
At 925 Main St.
Agent: Mark Simonet

GB Entertainment LLC
Oval Office
At 1100 Main St.
Agent: Kevin Weaver

Neumritz Inc.
XS Nightclub
At 1106 Main St.
Agent: Robert Neuman

Sorjah Hospitality LLC
Crown & Common
At 1139 Main St.
Agent: Kaveh Barakhshan

Cock & Bull, Inc.
Cock & Bull Pub
At 1237 Main St.
Agent: Darrell Greig

Sliced on Main LLC
Sliced on Main
At 1238-11 Main St.
Agent: Pat O'Connell

BB's Bar of Green Bay, Inc.
BB's Bar
At 1577 Main St.
Agent: Mary Jewel Kralovetz

Centro Botanero La Carreta LLC
Centro Botanero La Carreta
At 1657 Main St.
Agent: Juvencio Cendejas Mosqueda

Kroll's East, Inc.
Kroll's East
At 1658 Main St.
Agent: Benjamin Schauer

Taqueria Maldonado's Main Street LLC
Taqueria Maldonado's
At 1737 Main St.
Agent: Juan Maldonado

Pauly G's, Inc.
Pauly G's
At 1803 Main St.
Agent: Paul Koehn

Konitzer, Inc.
Wise Fools Pub
At 1939 Main St.
Agent: Thomas Konitzer

Appleton Indoor Golf LLC
Green Bay Indoor Golf
At 2255 Main St.
Agent: Michael Moldenhauer

2WB, Inc.
The Sandbox
At 2042 Manitowoc Rd.
Agent: Michael Watson
(#7 Yes-Change of Corp. Secretary)

Eunoia Studio Café, LLC
Studio 1212 Café & Wine Bar
1212 Marine St.
Agent: Beth Hrubesky

Ricarda Vargas (Ind)
Taqueria Michoacan & Bar
1207 E. Mason St.

Timsan's, Inc.
Timsan's Japanese Steakhouse
At 1654 E. Mason St.
Agent: Timothy Long

Carnitas El Bajio LLC
Carintas El Bajio
At 1698 E Mason St.
Agent: Juan Mozqueda

El Sarape, LLC
El Sarape
At 2030 E. Mason St. Suite H&I
Agent: Maria Herrera

Los Banditos West, Inc.
Los Banditos West
At 2335 W. Mason St.
Agent: Steve Svobada

TNT Holdings, LLC
TNT's Sports Bar & Grill
At 2511 W. Mason St.
Agent: Troy Piontek

Wisconsin Apple LLC
Applebee's
At 2420 E. Mason St.
Agent: Frank Gonzales

Brinker Restaurant Corporation
Chili's Grill & Bar
At 2363 W. Mason St.
Agent: John Hein

Oneida Casino
West Mason Casino
At 2522 W. Mason St.
Agent: Brenda Mendolla-Buckley

Gallagher's Acquisition, LLC
Gallaghers Pizza
At 2655 W. Mason St.
Agent: Vanessa Miller

Diane Szczepanski (Ind)
Rendezvous Bar
At 2928 W. Mason St.

Jalisco Mexican Restaurant LLC
Jalisco Mexican Restaurant
At 418 S Military Ave.
Agent: Moris Rivera Pineda

Bay Motel and Family Restaurant, Inc.
Bay Family Restaurant
At 1301 S. Military Ave.
Agent: Joshua Olejniczak

Lori Coopman (Ind)
The Slammer
At 316 Ninth St.

Creamery Café, LLC
The Creamery Downtown
At 114 Pine St.
Agent: Brad Carpenter

Ramis River Run LLC
Ramis River Run
At 324 N Roosevelt
Agent: Ramiro Cerda

Charlie Tunas Hammer Inn
Hammer Inn
At 1208 State St.
Agent: Kevin Charles

Toothpicks LLC
Bulldogs
At 1234 State St.
Agent: Anthony Batchner

State Street Pub of Green Bay LLC
State Street Pub of Green Bay
At 1238 State St.
Agent: Tera Hansen

Cropsey's On State, LLC
Cropsey's On State
At 1336 State St.
Agent: Chad Gezella

K Burkel, Inc.
Burkel's One Block Over
At 1007 Tony Canadeo Run
Agent: Kevin Burkel

Stadium View, Inc.
Stadium View
At 1023 Tony Canadeo Run
Agent: Amanda Watson

The Bar Holmgren Way, Inc.
The Bar Holmgren Way
At 1025 Tony Canadeo Run
Agent: Joseph Zehren

Maricque's Inc.
Maricque's
At 1517 University Ave.
Agent: James Maricque

Trista's Juice Box, LLC
The Juice Box
At 1542 University Ave.
Agent: Trista Watermolen

Gippers Restaurant, Inc.
Gippers Sports Bar & Grill
At 1860 University
Agent: Robert Geniesse

KLC SMC, LLC
Chatter Box 22
At 1911 University Ave.
Agent: Kevin Charles

Nehvert Ventures, LLC
Frets & Friends
At 2105 University Ave.
Agent: Trevor Commons

RRDK, S-Corp
R&D's House Divided
At 2148 University Ave.
Agent: DeeDee Klug

Roglio Perez Jr (Ind)
Rocky Z Café
At 2475 University Ave.

Escapades LLP
Escapades
At 2657 University Ave.
Agent: Mary Lawler

Los Magueyes, Inc.
Los Magueyes
At 1053 Velp Ave.
Agent: Julio Herrera

Confetti's, Inc.
Confetti's
At 217 E. Walnut St.
Agent: Daniel Hakes

Latosha Greenleaf
Urban Cultural Arts
At 906 E. Walnut St.

The Tarlton Theatre, LLC
The Tarlton Theatre
At 405 W. Walnut St.
Agent: Mark Mariucci

NW Spirits, LLC
The Libertine
At 209 N Washington St.
Agent: Paul Thompson

Washington Street Pub LLC
Ned Kelly's Pub
At 223 N Washington St.
Agent: Trevor Commons

Hagemeister Park, Inc.
Hagemeister Park
At 325 N Washington St.
Agent: Jess Miller

Meyer Theatre Corporation
Meyer Theatre
At 117 S. Washington St.
Agent: Matthew Goebel

Vintage WMW LLC
Vintage
119 ½ S. Washington St.
Agent: William Schleis

Vintage WMW LLC
Vintage Cantina
119 S. Washington St.
Agent: William Schleis

TPJS, LLC
The Nines
At 121 S Washington St.
Agent: Shane Todt

Stir-Ups, LLC
Stir-Ups Saloon
At 123 S Washington St.
Agent: Paul Thompson

Harp & Eagle, LTD.
St. Brendan's Inn
At 234 S. Washington St.
Agent: Ashley Oates

Thu Automobile Gallery, Inc.
The Automobile Gallery & Event Center
At 419 S. Washington St.
Agent: Megan Lehmann

Fox Harbor, Inc.
Fox Harbor Pub & Grill
At 348 S. Washington St.
Agent: Jesse Wotruba

Taco Burrito Mexico of Green Bay, LLC
Taco Burrito Mexico Of Green Bay
At 218 S. Webster Ave.

"Class A" Liquor and Class "A" Beer

Ernesto Perez (Individual)
El Dorado Liquor Store
at 741 Abrams St. Suite 2

Dino Shell, LLC
Dino Stop
Agent: Jennifer Erickson
At 1828 S. Ashland Ave.

Traveling Chef, Inc.
The Traveling Chef
Agent: Christopher Mangless
At 335 N Broadway

Kwik Trip, Inc.
Kwik Trip 1051
Agent: Shannon Mattson-Hinton
At 3525 Humboldt Rd.

Kwik Trip, Inc.
Kwik Trip 292
Agent: Anthony Hock
at 840 S. Huron Rd.

Simer Liquor & Grocery, LLC
IG Liquor & Beer Mart
Agent: Simerdeep Grewal
At 1020 N Irwin Ave.

Kwik Trip, Inc.
Kwik Trip 827
Agent: Randy Aschenbrenner
At 935 Lombardi Ave.

Wisconsin CVS Pharmacy, LLC
CVS Pharmacy #2237
Agent: Jennifer VanGroll
At 930 Main St.

ASN Petroleum, Inc.
Main Street BP
Agent: Sandeep Singh

At 1335 Main St.
JLA, Inc.
Main Street Mini Mart
Agent: Nicole Appleton
1698 Main St.

Ultimate Mart, LLC
Pick N' Save #186
Agent: Stephanie Bain
At 1819 Main St.

Walgreen Co.
Walgreens #11339
Agent: Bryant Phillips
At 1995 Main St.

Neo Beverages LLC
Neo Discount Tobacco & Liquors
Agent: Tark Ojha
At 2042 Main St. Suite 102

Green Bay Petroleum and Investment
LLC
Green Bay Petrol
Agent: Basudev Adhikari
At 2115 Main St.

N.C.G., Inc.
Superior Discount Liquor
Agent: Naudine Guske
At 2295 Manitowoc Rd.

Krist Oil Company
Krist Food Mart #90
Agent: Jennifer Leyva-Quinones
At 1180 E. Mason St.

Neo Beverages LLC
Neo Discount Tobacco & Liquors
At 1215 E. Mason St.

True North Energy, LLC
True North #818
Agent: Daniel Pamperin
At 1593 E. Mason St.

Kwik Trip, Inc.
Kwik Trip 420
Agent: Steve Willis
At 1712 E. Mason St.

Mi Favorita Supermarket LLC
Mi Favorita Supermarket
Agent: Nora Grajeda
At 1908 E. Mason St.

Aldi, Inc. (Wisconsin)
Aldi #30
Agent: Matthew Noble
At 2440 E. Mason St.

Singhs C Store 2, Inc.
SR Quick Mart
Agent: Ranbir Shergill
At 952 W. Mason St.

Badger Liquor Store No. 2, Inc.
Badger Liquor Store No. 2
Agent: Benjamin Smits
At 1047 W. Mason St.

Walgreen Co.
Walgreens #03115
Agent: Jason Nicks
At 1165 W. Mason St.

Wisconsin CVS Pharmacy, LLC
CVS Pharmacy #8541
Agent: Brad Staudenmaier
At 1561 W. Mason St.

Skogen's Foodliner, Inc.
Festival Foods
Agent: Jonathan Arlt
At 2250 W. Mason St.

Sam's East, Inc.
Sam's Club #8149
Agent: Brady Brevick
At: 2470 W. Mason St.

Wal-Mart Stores East, LP
Walmart #1453
Agent: Ross Rosenow (#7 Yes-Change
of Agent Approved by 5/3/2022 Council)
At 2440 W. Mason St.

Walgreen Co.
Walgreens #11339
Agent: Michael Kamuda
At 116 N Military

N.C.G., Inc.
Superior Discount Liquor
Agent: Naudine Guske
At 216 Military Ave.

Sarpanch, Inc.
Military Marathon
Agent: Gurpal Dhaliwal
At 1300 S. Military Ave.

MEJ Corporation
Mason Bros. Red Owl
Agent: Jared Mason Sr.
At 923 Ninth St.
(#7 Yes-one Member of ownership
group died during the past year)

True North Energy, LLC
True North #820
Agent: Daniel Pamperin
At 1121 Radisson Ave.

Kwik Trip, Inc.
Kwik Trip 700
Agent: Amy Foley
At 1871 Shawano Ave.
(#7-Change of Agent effective 7/2021)

Tapatio Jalisco, LLC
El Tapatio Bakery
Agent: Ruben Rodriguez
1638 University Ave.

Prosperity Liquor, Inc.
Prosperity Liquor
Agent: Gurjit Randhawa
At 1970 University Ave.

Neo Beverages LLC
University Shell
Agent: Tark Ojha
At 2030 University Ave.

Foodmen 3, Inc.
University Avenue Market
Agent: Paul Fassbender
At 2080 University Ave.

True North Energy, LLC
True North #819
Agent: Daniel Pamperin
At 2145 University Ave.

Walgreen Co.
Walgreens #3253
Agent: Patrick Boucher
At 2204 University

Kwik Trip, Inc.
Kwik Trip 143
Agent: Tina Willis
At 2400 University Ave.

Skogen's Foodliner, Inc.
Festival Foods
Agent: Rick Teegarden
At 2430 University Ave.

Aldi, Inc. (Wisconsin)
Aldi #32
Agent: Benjamin Diers
At 1560 Western Ave.

Bay Petro LLC
Stone Ridge Shell
Agent: Kurt Boulanger
At 1053 Velp Ave.

Sairama LLC
U Pump Citgo
Agent: Mitul Patel
At 1233 Velp Ave.

Wimiles 2, Inc.
Wimiles 2
Agent: Ranbir Shergill
At 2590 University Ave.

Gerczak's Liquor and Catering Inc.
Gerczak's Liquor and Catering
Agent: Kimberly Agostine
At 1244 Velp Ave.

Class "A" Beer & "Class A" Cider

KWIK TRIP, INC
KWIK TRIP 115
AT 515 W WALNUT ST
AGENT: MATHEW PESMARK

Speedway LLC
Speedway 4334
At 1688 E. Mason St.
Agent: Goran Ratokiv

Ran-Di Enterprises, LLC
Military Avenue BP
Agent: Randy Zaidel
At 612 S Military Ave.

Class "A" Beer

Mi Tierra Food Market, LLC
Mi Tierra Food Market
At 1333 Cedar St.

N.C.G., Inc.
Petro Center
Agent: Jodi Berglund
At 2295 Manitowoc Rd.

Antonio Soto (Ind)
Supermercado El Local #1
Agent: Antonio Soto
At 1209 E. Mason

Isaias Alvarez (Ind)
La Guadalupana #2
At 2030 E. Mason St. #B

Terry's EZ-GO, Inc.
Terry's EZ-GO
Agent: Terry Cayemberg
At 401 Mather St.

Oneida Tribe of Indians of WI
Oneida One Stop Westwind
Debra Powless
At 2370 W. Mason St.

Antonio Soto (Ind)
Supermercado El Local #2
Agent: Antonio Soto
At 1209 E. Mason

Singhs C Store 3, LLC
Singhs C Store 3
At 610 E Walnut St.
Agent: Ramneet Kaur



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

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # M.21

To approve various liquor and/or beer licenses renewal applications with changes to the license premises description for the 2022-2023 license year, contingent upon the approval of the proper authorities (see attached).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. 2022-2023 CHANGE OF LICENSE DESCRIPTION

Class A Beer & Class A Liquor

**Dousman Fuel, Inc.
Express**

**Agent: Sarbjit Singh
At 606 Dousman St.**

Old License Description: sing story office walk in cooler

New License Description: C STORE, BACKROOM, 2 BATHROOMS, WALKIN COOLER

**Nicolet Gas, Inc.
University Mini Mart
Agent: Sarbjit Singh
At 2260 Nicolet Dr.**

Old License Description: SINGLE STORY BUILDING (GAS STATION PART) WITH WALK IN COOLERS. BEER COOLER& LIQUOR SHELF

New License Description: SNG-STORY BLD(GAS STATION PART) W/WALKIN COOLERS. BEER COOLER/ LIQ SHELF/OFF/BCKRM/2BTHRMS

**Everado Curiel (Ind)
El Ranchito
At 240 S. Webster Ave.**

OLD DESCRIPTION: GROCERY STORE

NEW DESCRIPTION: ALCOHOL BEVERAGES ARE TO BE SOLD AT REGISTER COUNTER

**Badimaalika LLC
Green Bay Mobil
Agent: Jayasara Upadhyaya Sharma
At 1465 University Ave.**

Old License Description: COOLER, OFFICE, BEHIND THE COUNTER

New License Description: inside the store, cooler, liquor cabinet, office, behind the counter

**Heralys Beverages LLC
Heralys Beverages
Agent: Kevin Heraly
At 1751 University Ave.**

Old Description: 30X60 1 STORE ROOM IN SAME AREA

New Description: 30X60 STORE "OPEN AREA", 1 STORAGE ROOM 6' X 18', 2 WALK-IN COOLERS

Class "A" Beer License

La Espiga, LLC

La Espiga

Agent: Ruben Mosqueda

At 1606 Main

Old License Description: storage room

New License Description: Walk-in Cooler, on pallets in front of walk-in cooler

Class "B" Beer and "Class B" Liquor

Sissypants!Jake's, LLC

Jake's Pizza Green Bay

At 112 S Broadway

Agent: Brook Sanders

Old License Description: RESTAURANT SERVING ALCOHOL, LIQUOR
CAVE/COOLERS/LIQUOR SHELVES

New License Description: Restaurant w/ a bar, liquor storage in locked room of the
basement

Susan Robinson (Ind)

Bourbon Street

At 821 S. Broadway

OLD DESCRIPTION: BAR, DINING ROOM, GARAGE, PARKING LOT

NEW DESCRIPTION: BAR, DINING ROOM, KITCHEN, GARAGE, PARKING LOT

OMG-Kim 3, Inc.

Packer Stadium Lounge

At 1342 S Broadway

Agent: Kimberly Glover

OLD DESCRIPTION: BAR, BACKROOM, BACK PATIO

NEW DESCRIPTION: BAR, OUTSIDE BACK PATIO

Leather and Lace Enterprises, LLC

Napalese Lounge & Grille

At 1351 Cedar St.

Agent: Arnold Pendergast

OLD DESCRIPTION: BAR ROOM, BACK ROOM, PATIO

NEW DESCRIPTION: BAR ROOM, BACK ROOM, PATIO, BASEMENT

Everardo Curiel (Individual)

Mi Pueblo

At 1905 N Irwin Ave.

Old Description: BAR, RESTAURANT, STORAGE

New Description: Sold and consumed at/in dining area

Riverside Ballroom, Inc.
Riverside Ballroom
At 1560 Main St.

Agent: Kenneth Tedford

OLD DESCRIPTION: CRYSTAL BALLROOM AND CARRIAGE ROOM.

NEW DESCRIPTION: CRYSTAL BALLROOM AND CARRIAGE ROOM. ONE-STORY BUILDING WITH THREE BARS

Renard and Tisler Enterprises, Inc.
Stop 4-1

At 616 Lime Kiln

Agent: Dan Tisler

OLD DESCRIPTION: BAR AREA/BEER GARDEN/ BATHROOMS/STORAGE IN BACK ROOM

NEW DESCRIPTION: MAIN BAR ROOM, BACK ROOM, FURNANCE ROOM, OUTDOOR BEER GARDEN

Baker & MacArthur, Inc.
Someplace Else
At 1605 University

Agent: William Baker

OLD DESCRIPTION: BAR, BACKROOM, BASEMENT

NEW DESCRIPTION: BAR, 2 BATHROOMS, LIQUOR ROOM, BASEMENT

Rivera Lanes LTD
Riviera Lanes
At 2450 University Ave.

Agent: Larry Ehlinger

Old License Description: BOWLING CENTER TO SERVING STATION & MAIN COCKTAIL LOUNGE/BAR

New License Description: BOWLING CENTER, HALL RENTAL, BARS, LOUNGE

Mackinaws Grill & Spirits LLC
Mackinaws Grill & Spirits
At 2925 Voyager Dr.

Agent: Kevin Quinn

Old License Description: MAIN BAR, LOFT, EAST DINING ROOM, WEST DINING ROOM, PATIO, BANQUET ROOM

New License Description: MAIN BAR/EAST&WEST DINING/ LOFT BAR&DINING/ PRIVATE RM (OUTPOST), LIQ RM IN BSMNT, PATIO

Madrid Tapas & Wine Bar, LLC

Madrid Tapas & Wine Bar

At 225 E. Walnut St.

Agent: Amanda Patterson

Old License Description: 1ST FLOOR OF 225 DINING BAR AREA, COURTYARD AND ALLEYWAY

New Description: 1ST FLOOR 225 E. Walnut St. Dining & Bar Area

Player 2, LLC

Player 2 Arcade Bar

At 219 N . Washington

Agent: Marissa Joyce

Old Description: UPPER AND LOWER LEVEL BAR AREA BASEMENT FOR STORING SOME LIQUOR AND FROZEN FOOD

New Description: UPPER & LOWER LEVEL BAR AREA BASEMENT FOR STORING/BEHIND BARS/WALK-IN COOLERS

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

May 17, 2022

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

Abernathy, Sarah D
Ahlsvede, Tylee M
Alberts, Jade CC
Bogan, Brittany A
Brott, Jane A
Carlson, Kristiana L
Chrisman, Markelle M
Clark, Olivia MM
Doemel, Kristine M.
Fowler, Diandra R
Gilson, Jody M
Haen, Angela A
Johnson, Joshua J
Leiser, Samantha S
Liethen, Tonya M
Lindeman, Mary K
Lopez Campa, Dania M
Main, Renee A
Malcore, Deanna L
Medukas, Jasmine R
Patton, Mallory A
Reiffers, Margaret A
Ristow, Lindsay M
Schmidt, Linda M
Thyssen, Alexis R
Vaness, Ashley M



Report to the Green Bay Plan Commission

MEETING DATE

May 17, 2022

PREPARED BY

Madison Smith

AGENDA ITEM # O.I

To authorize a Conditional Use Permit (CUP) for a carwash facility in a Community Center Commercial (C3) District located at 1555 West Mason Street, subject to the following conditions:

- a. CSM submission to create a lot as described in the legal.
- b. Standard site plan review and approval.
- c. Conditions listed by the City Traffic Engineer must be addressed.

(Public Hearing held 05/09/22)

BACKGROUND

Primary Address: 1555 West Mason Street

Aldersperson/District: Ald. Melinda Eck / District 11

Reason for Request: To permit a carwash business in the C3 District

Surrounding Zoning and Land Uses:

SUBJECT: Community Center Commercial (C3) - Commercial/Business

NORTH: General Commercial (C1) - Commercial/Business

SOUTH: Highway Commercial (C2) - Commercial/Business; General Commercial (C1) - Commercial/Business

EAST: Community Center Commercial (C3) - Commercial/Business

WEST: General Commercial (C1) - Commercial/Business

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

Consistency Analysis: While Ch. 66.1001 Wis. Stats. does not specifically require conditional uses to meet the consistency requirement, the proposed conditional use permit is consistent with the comprehensive plan. The proposed use of the subject property is compliant with the future land use map.

Report: The subject property, 1555 West Mason Street, is currently being rezoned to Community Center Commercial (C3) from General Commercial (C1). The applicant is requesting a Conditional Use Permit (CUP) to permit the development of a future carwash on the corner of Military Avenue and Sixth Street in Green Bay.

A carwash facility is part of this development and requires a CUP in the C3 zoning district. This proposed business will have a carwash circulation. The proposed site plan for Club Car Wash has a footprint of 1.381 acres with access to Military Avenue and Sixth St through Green Bay Plaza.

In the review of the CUP, the Zoning Ordinance Section 44-83(e) establishes seven standards for the Plan

Commission to consider when reviewing a CUP:

- (1) The establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, or general welfare.*
- (2) The establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.*
- (3) The conditional use, its exterior architectural design, and functional plan of any proposed structure will not be injurious to the use of other property in the immediate vicinity nor substantially diminish or impair property values within the surrounding neighborhood.*
- (4) Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.*
- (5) Adequate measures have been or will be taken to provide ingress and egress and so designed as to minimize traffic congestion.*
- (6) Adequate parking facilities as specified in Article XVIII of this chapter.*
- (7) The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located and all other applicable City ordinances.*

Additionally, Development Standards for a carwash can be found in Section 44-1584(j):

- (1) The carwash shall be completely enclosed when not in operation.*
- (2) Any access drive shall be located at least 30 feet from any public street intersection, measured from the interior curbline commencing at the intersection of the street.*
- (3) Any carwash line exit shall be at least 30 feet distant from any street line.*
- (4) Sound from any speakers used on the premises shall not be audible at the boundary of any surrounding residential district or on any residential property.*
- (5) Water from the carwash shall not drain across any sidewalk or into a public right-of-way*

Planning staff feel approval of this request meets the standards above as it keeps with surrounding land uses and is an adequate use for the area. The West Mason and Military Avenue Corridors are auto-oriented, making a carwash an appropriate addition. Staff is supportive of this Conditional Use Permit because the applicant has taken initial steps to ensure traffic safety through completing a precursor traffic study (IR) and will need a Traffic Impact Analysis (TIA). Staff would like to see a land use that fits with adjacent developments and hope a CUP to construct a carwash in a C3 district will provide convenience for the public and help revitalize Green Bay Plaza. The conditions listed in the memo by the City Traffic Engineer analysis must be addressed.

These include:

- a. To be compliant with that corridor plan, Driveways A and C would be the only driveways allowed onto S Military Ave.
- b. Driveway locations must be compliant with Sec. 44-1698 (Access distance from intersections) and Sec 44-1773 (Multifamily residential, mixed-use, institutional, commercial, and industrial use driveways).
- c. Corrected revisions to the supplied IR and a complete Traffic Impact Analysis (TIA) to be submitted.

Full comments are attached in the memo.

Ald. Melinda Eck and property owners within 200 ft. have been notified of the request. As of the drafting of this report, staff has not received any inquiries or objections to the request.

RECOMMENDATION

Approval of the request, subject to the following conditions:

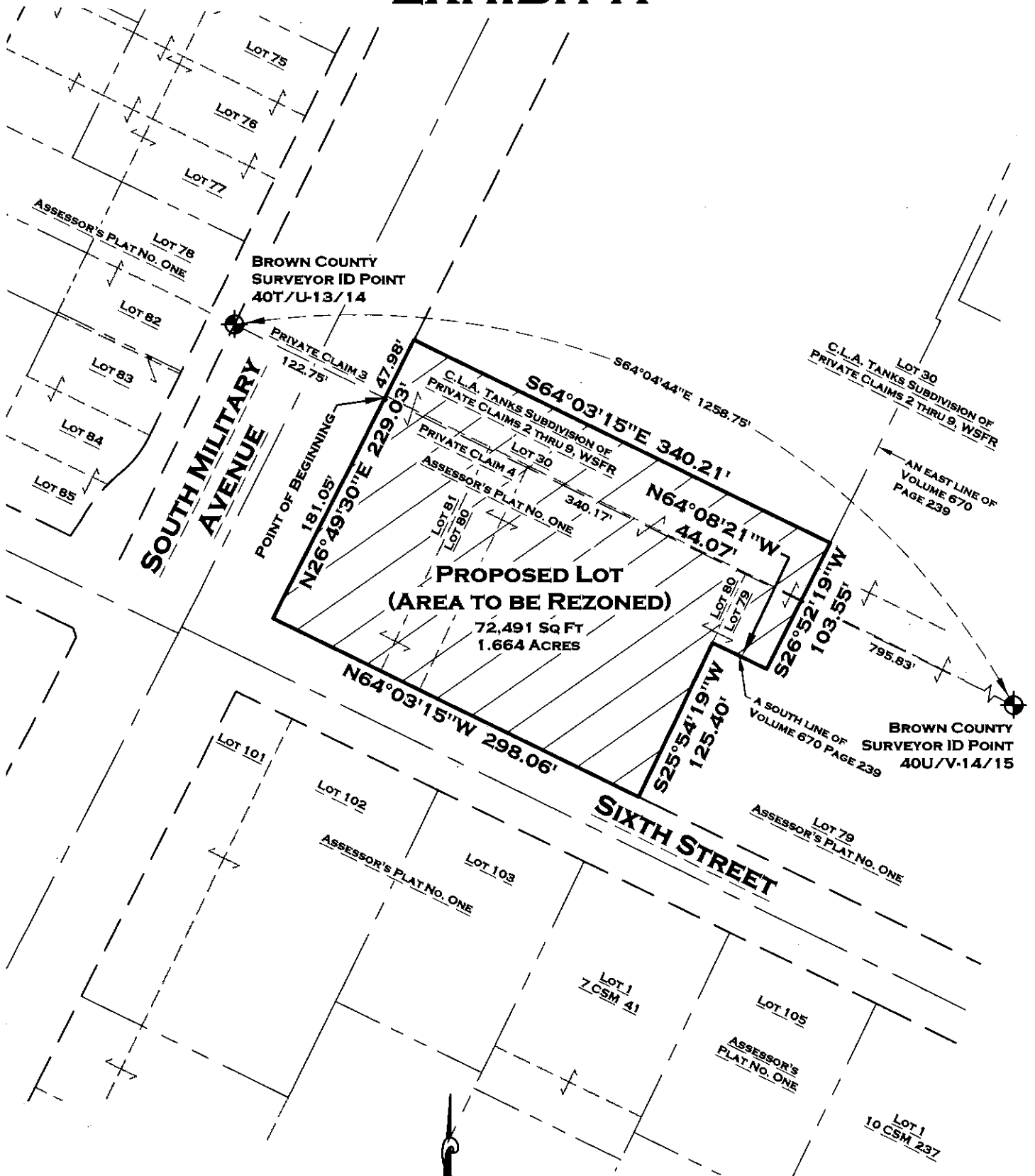
1. CSM submission to create a lot as described in the legal.
2. Standard site plan review and approval.
3. Conditions listed by the City Traffic Engineer must be addressed.

FISCAL IMPACT

ATTACHMENTS

1. ZP 22-13, EXHIBIT A
2. ZP 22-13, Renders
3. ZP 22-13, CUP Carwash
4. GB Plaza Traffic Engineer Memo

EXHIBIT A



SCALE: 1" = 100'

0' 50' 100' 200'

BEARINGS ARE REFERENCED TO THE BROWN COUNTY COORDINATE SYSTEM.



ROBERT E. LEE & ASSOCIATES, INC.
 ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
 1250 CENTENNIAL CENTRE BOULEVARD
 HOBART, WI 54155
 INTERNET: WWW.RELEEINC.COM
 PHONE: (920) 662-9641
 FAX: (920) 662-9141

R:\6200\6258\6258005\DWG\6258005REZONE.DWG



Coil Construction
Building a Better Community

1201 Winneconne Ave
Neenah, WI 54956

Date: 12/03/2021

Issued For: PERMIT S

REVISION

[illegible]

REGISTRATION



PROJECT TEAM

ARCHITECT	FINKLE+WILLIAMS ARCHITECTURE
CIVIL	ROBERT E. LEE & ASSOCIATES, INC.
LANDSCAPE	ROBERT E. LEE & ASSOCIATES, INC.
STRUCTURAL	CROCKETT ENGINEERING
PLUMBING	TIMBERLAKE ENGINEERING
MECHANICAL	TIMBERLAKE ENGINEERING
ELECTRICAL	TIMBERLAKE ENGINEERING
FIRE PROTECTION	N/A
CONTRACTOR	COIL CONSTRUCTION

FINKLE + WILLIAMS
ARCHITECTURE

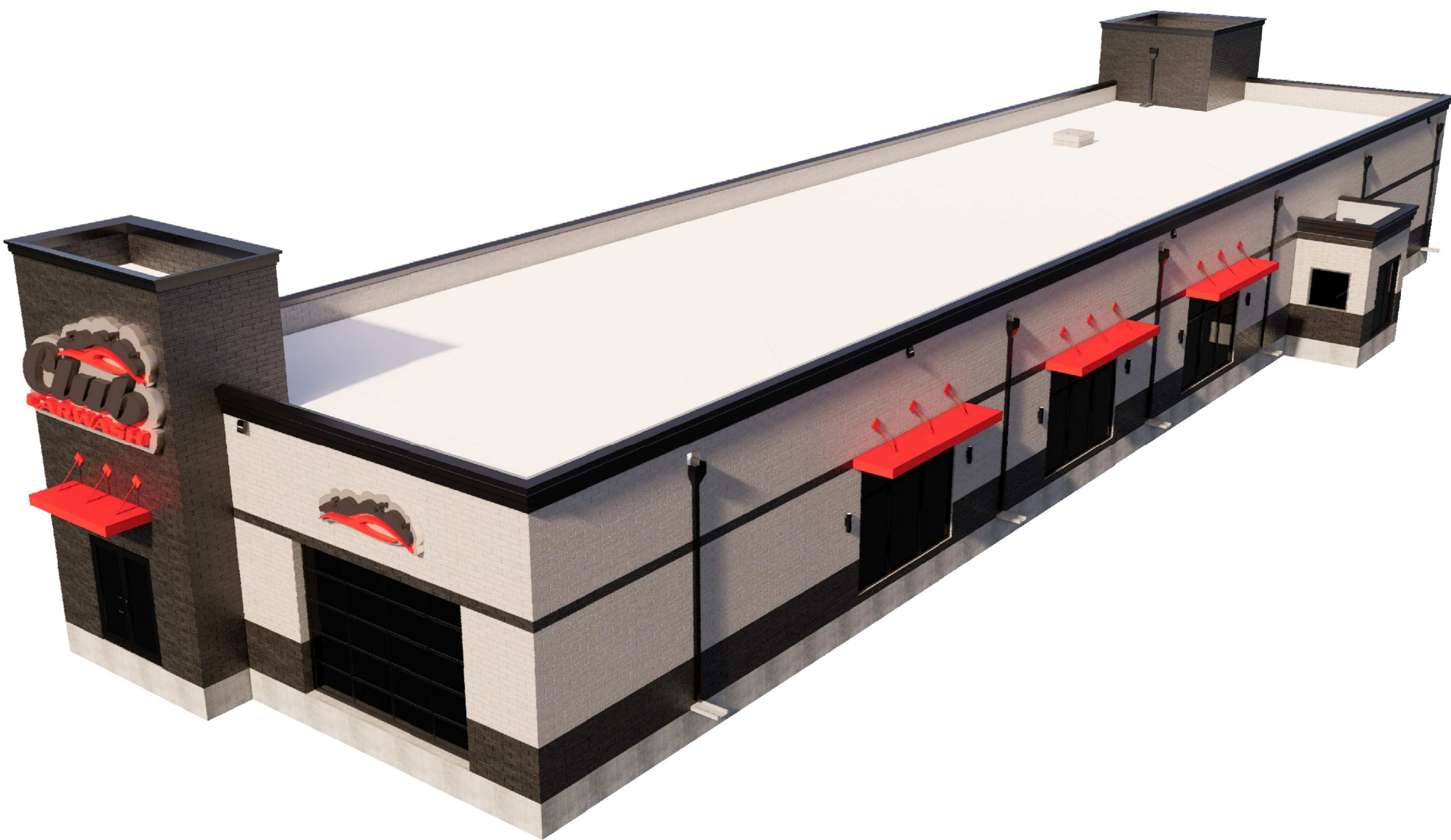
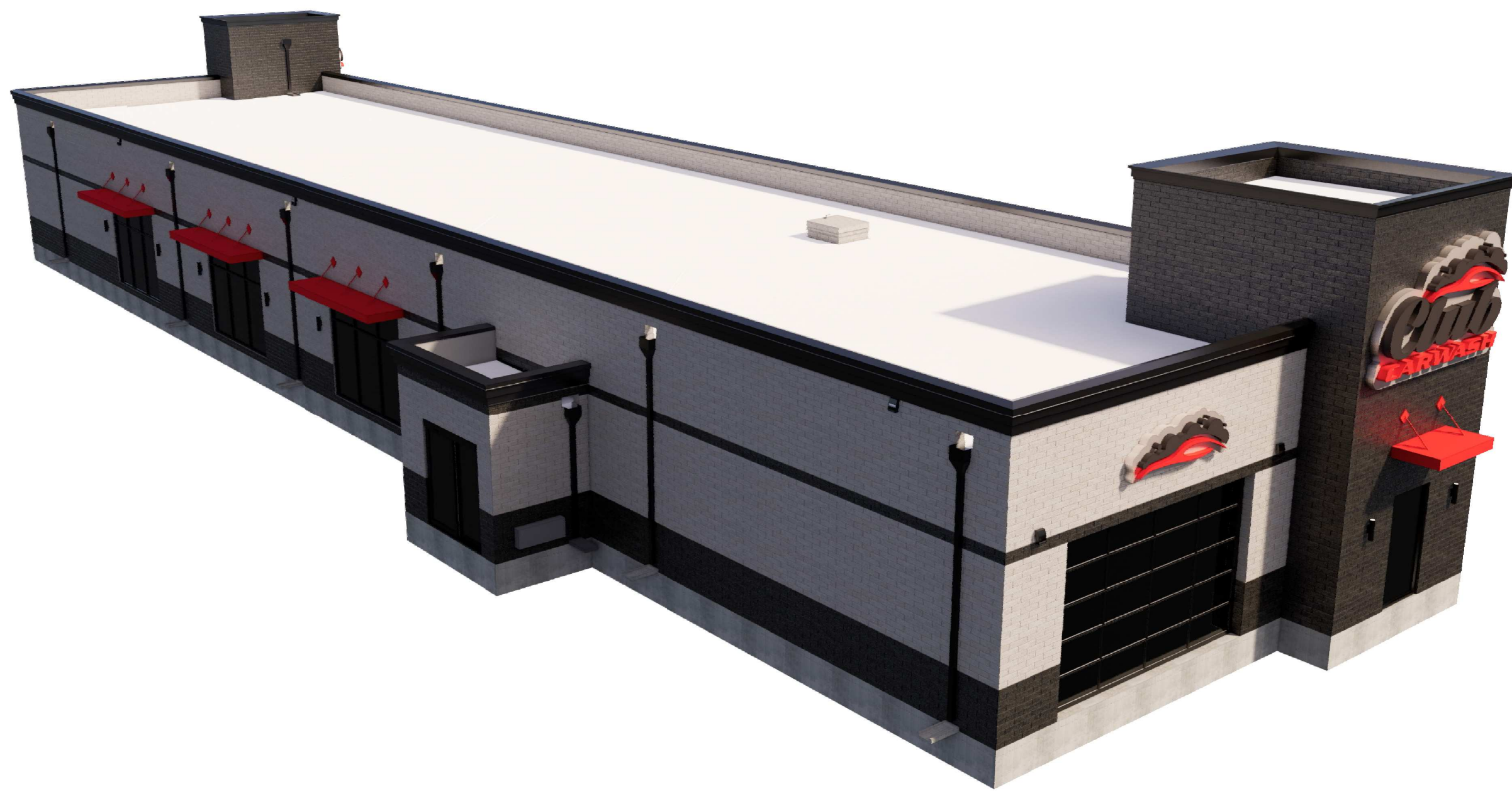
007 College Blvd, Suite 415
Overland Park, Kansas 66211
13+498-1550

SHEET TITLE

3D VIEWS

SHEET NUMBER

A10.01





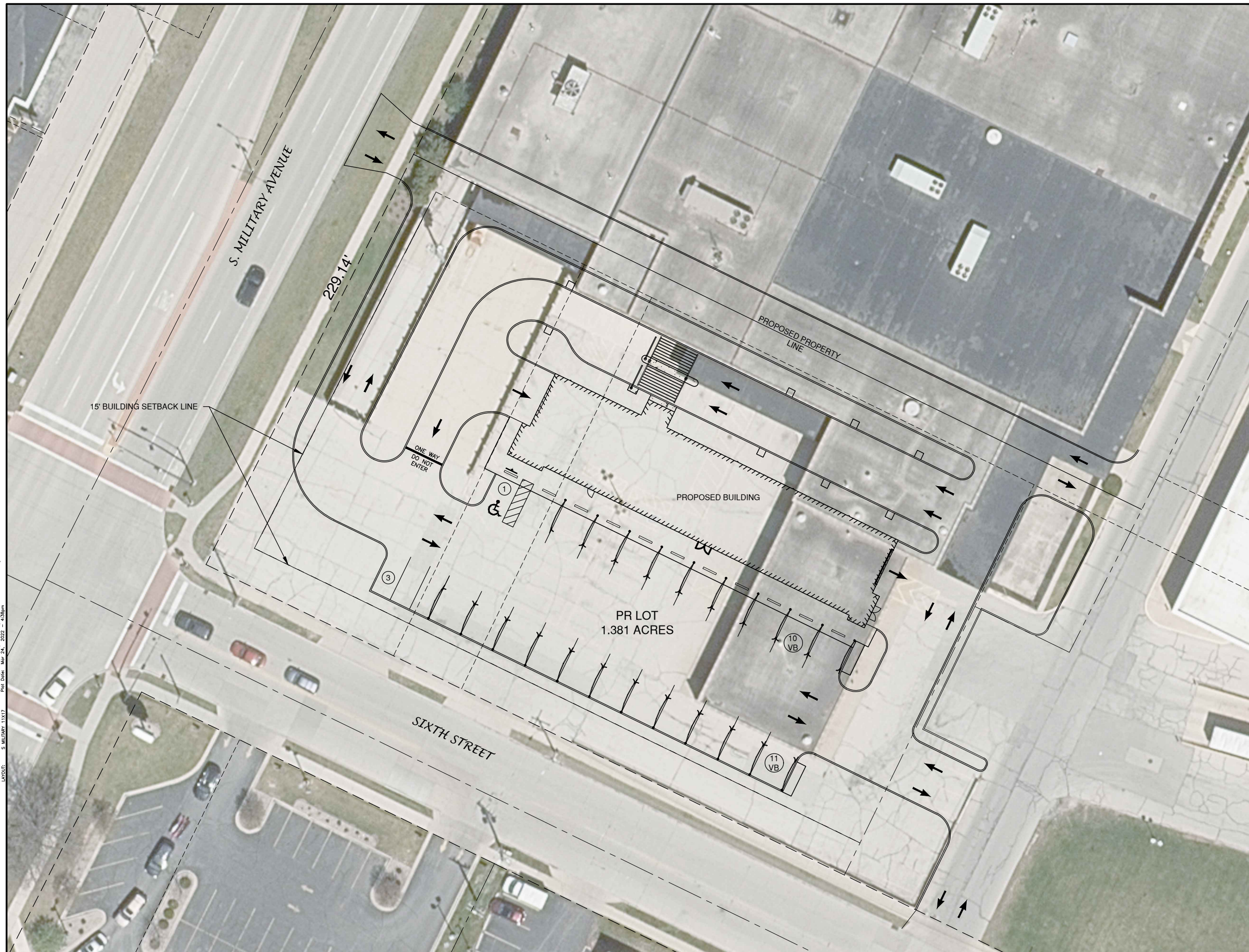






Davenport Alt layout





10
VR INDICATES NUMBER OF VACUUM STALLS

SHEET NO	1
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Public Works Department
100 North Jefferson Street - Room 300
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Administration | Engineering | Traffic 920.448.3100
Operations 920.448.3535
Parking 920.448.3431
Fax 920.448.3102

MEMORANDUM

To: Michael May, P.E., PTOE, Traffic Analysis & Design, Inc.
John Bieberitz, P.E., PTOE, Traffic Analysis & Design, Inc.
J.J. Alaily, Partner, ICAP Development

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

Re: Review Comments
Green Bay Plaza Redevelopment Initial Review (IR), S Military Avenue at W Mason Street

Date: Thursday, May 5, 2022

This memorandum serves as review comments to the Initial Review document submitted on April 8, 2022.

1. Page 1, PART B, B2 Study Area

- a. The Military Avenue corridor has its own access management plan which was approved by Common Council in 2009 when they adopted the Military Avenue (Biemeret St to Dousman St) project design and construction. In general, driveways that exist today are the driveways to remain with no other access points created. To be compliant with that corridor plan, Driveways A and C would be the only driveways allowed onto S Military Ave.
- b. Mason Street was not part of the Military Ave corridor approval, nor does it have its own corridor plan. Therefore, driveway locations must be compliant with Sec. 44-1698 (Access distance from intersections) and Sec 44-1773 (Multifamily residential, mixed-use, institutional, commercial, and industrial use driveways). Only Driveway D is reviewed for compliance as the other driveways are not included in the proposal. Driveway D is located about 260 ft from the Military Ave intersection. Although this driveway is 45 ft less than the required 305 ft per Sec. 44-1773, parcel size at Driveway D and proximity to Military Ave limits its location onto W Mason St. Therefore, Driveway D would be "grandfathered in" *unless future redevelopment is proposed to the Green Bay Plaza parcels east of the subject redevelopment.*

2. Pages 3-5, PARTS C and D – Trip generation and the additional assumptions are acceptable but will need to be updated based on the revisions needed per Item 1.
3. Page 5, PART E, Driveway Spacing – Given the Military Ave corridor plan supersedes Sec. 44-1698 and Sec. 44-1773, no response comment on DPW's interpretation of these ordinances is being provided.
4. Provided all Items are addressed, the IR is approved. Preparation of the TIA can begin.



Report to the Green Bay Plan Commission

MEETING DATE

May 17, 2022

PREPARED BY

Stephanie Hummel, Staff

AGENDA ITEM # O.2

To rezone 221 and 227 North Quincy Street and 618 and 624 Pine Street from Office Residential (OR) to Downtown One (DI). (Public Hearing held 05/09/2022)

BACKGROUND

Primary Address: 221 and 227 North Quincy Street and 618 and 624 Pine Street

Aldersperson/District: Ald. Randy Scannell / District 7

Reason for Request: The proposed rezoning would allow for the creation of a large development site

Surrounding Zoning and Land Uses:

SUBJECT: Office Residential (OR) - Parking Lot

NORTH: General Commercial (CI) - Office and Multi-Family Residential

SOUTH: Office Residential (OR) - Jackie Nitschke Center

EAST: Office Residential (OR) - Two-Family Residential and Educational Uses

WEST: Downtown One (DI) - Parking Lot

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for Downtown and High Intensity Retail, Office, or Housing uses.

Report: The subject parcels are a half-block in total between Pine Street and Cherry Street along North Quincy Street. All four parcels total 1.21 acres and are zoned Office Residential (OR). The Community and Economic Development Department is requesting a rezoning to Downtown One (DI). This, along with an alley vacation, will prepare the entire block for a development site; the parcels could be combined and would all have one zoning district.

Both OR and DI are mixed-use zoning districts. OR district is a transitional district intended for the edges of downtown or segments of commercial corridors. The DI district is designed specifically for the downtown core on both sides of the Fox River, permitting a full range of high-intensity uses: retail, multifamily housing, offices, entertainment, and civic uses. While these are similar districts, DI allows for more service, entertainment, and retail businesses. The largest difference between these districts are the dimensional and area requirements; DI allows a higher floor area ratio for more dense development (1.0 compared to .3 in OR), has a maximum height of 45 ft. (compared to 35 ft. in OR), and allows for 100 percent impervious surface coverage (compared to 60 percent in OR).

The rezoning to DI is consistent with the Comprehensive Plan. Staff believes this rezoning is appropriate given the location. It is adjacent to DI zoning across the alley to the west, which will create one cohesive zoning district for the block. Additionally, there is existing OR zoning to the east and south of this block which maintains the zoning buffer from downtown to the residential neighborhood.

Ald. Randy Scannell and adjacent property owners within 200 ft. have been notified of the request. As of the drafting of this report, staff had received no inquiries regarding the request.

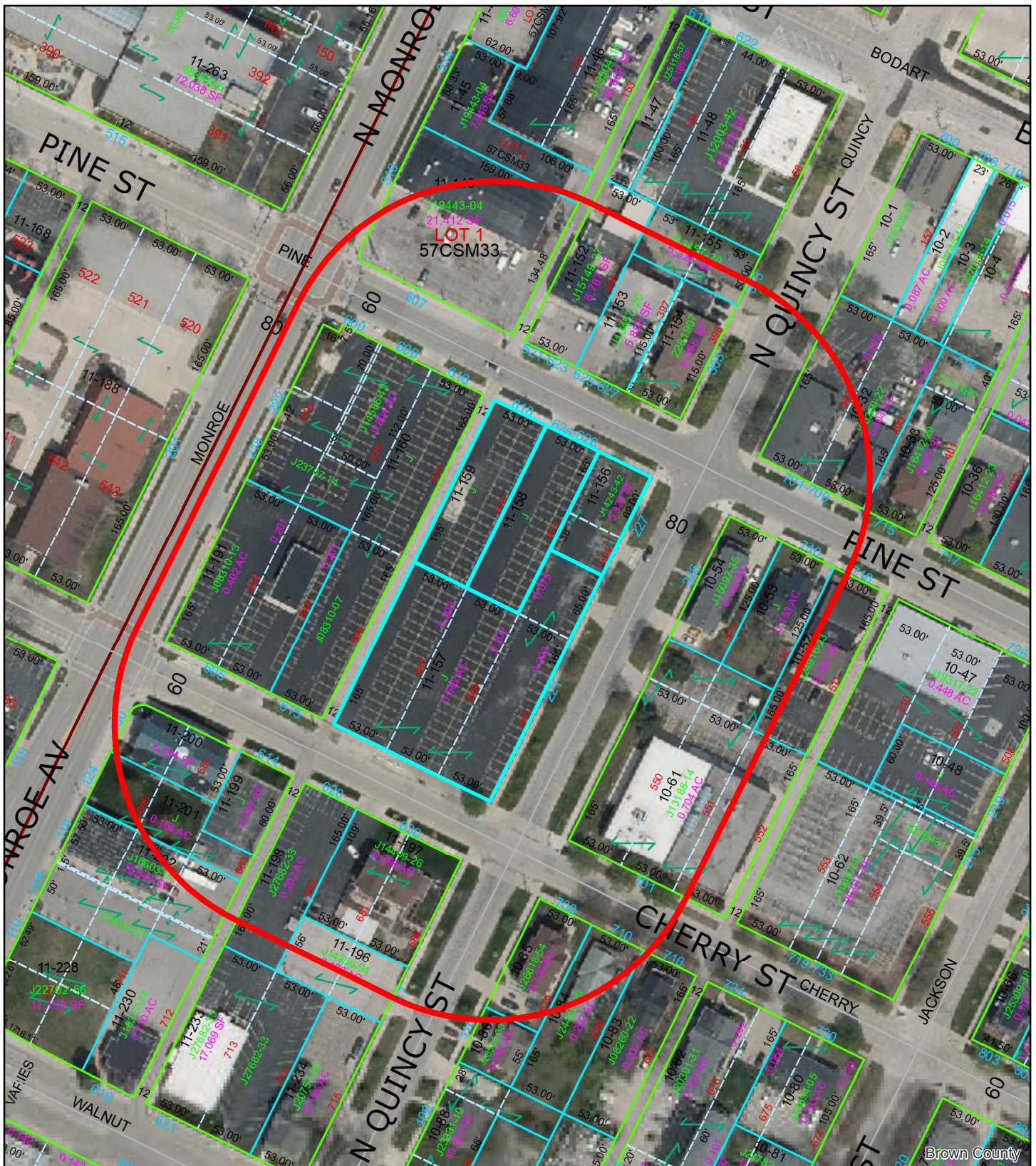
RECOMMENDATION

Approval of the request.

FISCAL IMPACT

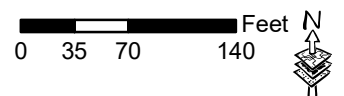
ATTACHMENTS

- I. ZP 22-15 Map



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 19 Apr 2022 X:\Planning\Basemaps\template_8.5x11.mxd

(ZP 22-15) Rezone from OR to D1
221, 227 N Quincy Street
618, 624 Pine Street



- Parcels to Rezone
- 200-ft. Notification Area



Report to the Green Bay Plan Commission

MEETING DATE

May 17, 2022

PREPARED BY

Madison Smith

AGENDA ITEM # O.3

To approve the request to vacate an alley between Cherry Street and Pine Street, subject to:

- Adjacent property owners shall be responsible for, and owner of, the Storm Sewer within the vacated Alley.
- Adjacent property owners shall be responsible for all costs to close curb openings to Pine Street and Cherry Street.
- Any and all utility lines with another provider to be removed.

BACKGROUND

Primary Address: Alley between Cherry Street and Pine Street

(All of the platted Public Alley lies westerly of Lots 516 and 547, and easterly of Lots 517 and 546).

Aldersperson / District: Ald. Randy Scannell / District 7

Reason for Request: To vacate the alley.

Current Zoning: DI and OR; parking lot

NORTH: DI - Downtown One, CI - General Commercial

EAST: OR - Office Residential

SOUTH: DI - Downtown One, OR - Office Residential

WEST: DI - Downtown One

Comprehensive Plan: The Smart Growth 2022 Plan notes that the subject alley and impacted parcels remain downtown land use. The surrounding parcels to the north, south and west on the future land use plan illustrate Downtown District. To the east there are parcels designated as undeveloped.

Analysis: The City is proposing an alley vacation located between Pine Street and Cherry Street, bound by Monroe Street and Quincy Street in the City of Green Bay. The parcels surrounding the proposed vacation are currently paved and the primary use is a parking lot. The alley is located in the downtown district and in the OR (office residential) zoning district and DI (Downtown I) zoning district.

In the City Zoning Code Chapter 44: Alley means a public or private way typically less than 20 feet wide and permanently reserved as a means of access to abutting property. A street or alley “vacation” means that the public/owner is letting go of, or “vacating,” the public interest in a property. After a street or an alley is vacated, the public no longer has a right to use the property for access. The applicant is the only affected property owner for the proposed alley vacation.

Ald. Randy Scannell, affected property owners and the following departments and agencies were informed of this request with the following comments:

- Green Bay Department of Public Works: No objections, provided:
Adjacent property owners shall be responsible for, and owner of, the Storm Sewer within the vacated Alley.
Adjacent property owners shall be responsible for all costs to close curb openings to Pine Street and Cherry Street.
- Green Bay Water Utility: No objections
- Green Bay Traffic Engineer: No facilities and no objection
- Green Bay Fire Department: No comment
- Green Bay Police Department: No comment
- NEW Water: No facilities and no objection
- Green Bay Area Public Schools: No comment
- Utility Providers (Mobilitie, ATC, WPS, ATT): No comment at this time.

Staff did not receive any comments from the alderperson or property owners.

RECOMMENDATION

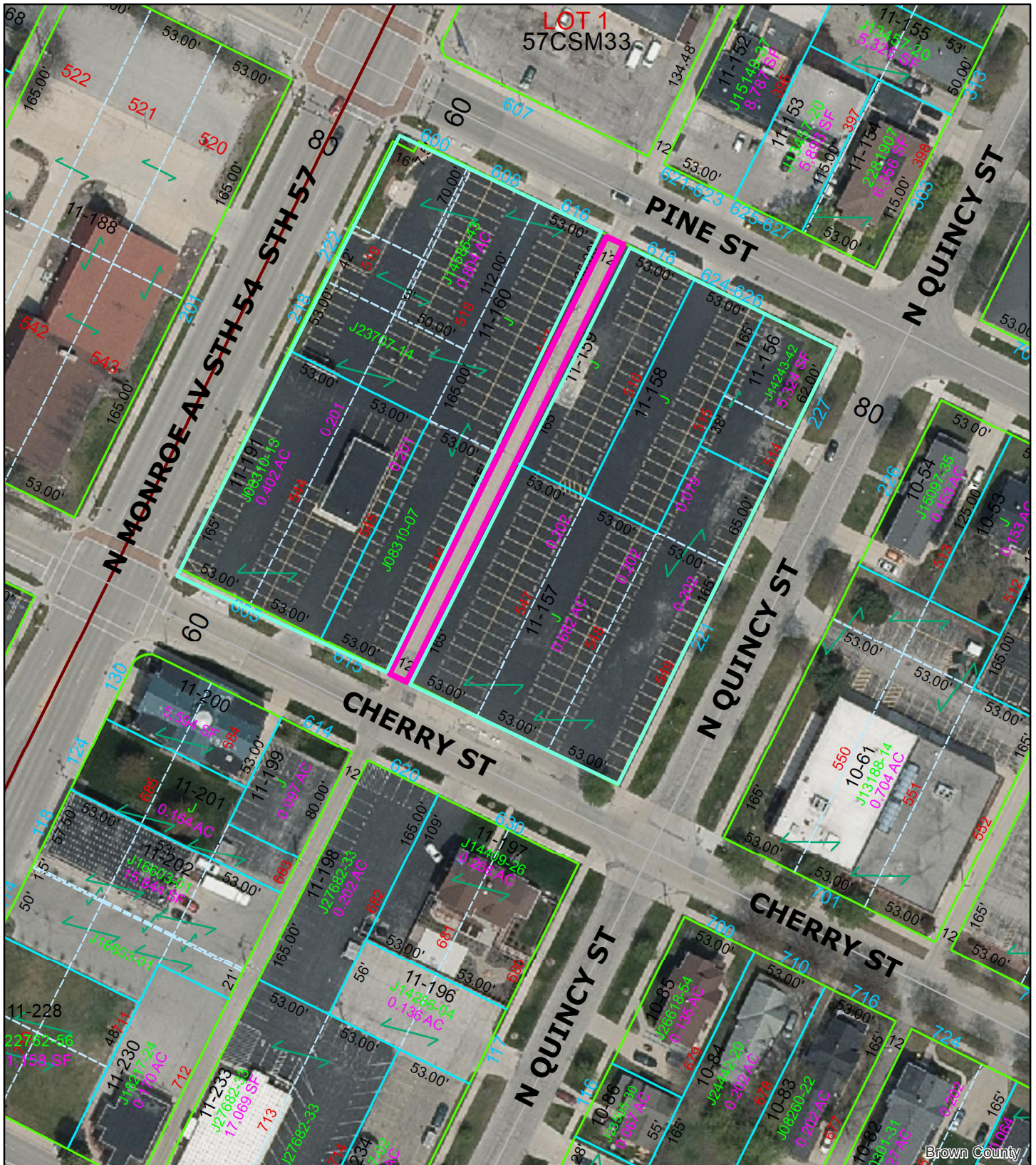
Approval of the request, subject to:

- a. Adjacent property owners shall be responsible for, and owner of, the Storm Sewer within the vacated Alley.
- b. Adjacent property owners shall be responsible for all costs to close curb openings to Pine Street and Cherry Street.
- c. Any and all utility lines with another provider to be removed.

FISCAL IMPACT

ATTACHMENTS

1. AV 22-02 Colored Map
2. DESCRIPTION OF ALLEY TO BE VACATED SV22-02
3. Street View Cherry
4. Street View Pine



Brown County

(AV 22-02) Alley Vacation

Block bound by Monroe, Pine, Quincy, and Cherry

0 25 50 100 Feet



- Notified Adjacent Properties
- Street Vacation Area

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



DESCRIPTION OF PUBLIC ALLEY BETWEEN MONROE AVE AND QUINCY STREET
FROM CHERRY STREET TO PINE STREET TO BE VACATED
(SV 22-02)

All of the platted Public Alley lying westerly of Lots 516 and 547, and easterly of Lots 517 and 546, according to the recorded Plat of Navarino as recorded in Volume 1 of Plats, Page 35, all located in the City of Green Bay, East Side of the Fox River, Brown County, Wisconsin, described as follows:

Beginning at the northwest corner of said Lot 516, Plat of Navarino;
thence southerly along the west line of said Lots 516 and 547, to the southwest corner of said Lot 547;
thence westerly to the southeast corner of said Lot 546;
thence northerly along the east line of said Lots 546 and 517, to the northeast corner of said Lot 517;
thence easterly to said northwest corner of said Lot 516, and the point of beginning.

Parcels affected

11-157, 11-159
& 11-160

Owner Name and Mailing Address

City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301







Report to the Green Bay Plan Commission

MEETING DATE

May 17, 2022

PREPARED BY

Madison Smith

AGENDA ITEM # O.4

To amend the following text amendment sections to encourage Green Infrastructure as discussed: Section 2. Section 44-1965 (b)(4b); Section 2. 44-1965 (c)(3b); Section 3. Section 44-1966 (c1); adding the following language:

"Except where the Director or their designee determines" (Public Hearing held 05/09/22)

BACKGROUND

Purpose: The proposed amendments to Chapter 44 (Zoning) are part of the City's Green Infrastructure Code Project which began in 2019. The city is in the process of updating several municipal codes to encourage green infrastructure in landscaping standards and stormwater management.

Background: Green Infrastructure is part of a strategy to build a City resilient to a changing climate. Traditional "grey" infrastructure will continue to bear the bulk of the burden in terms of storm water management, but as a City, we should utilize innovative engineering approaches and best management practices such green infrastructure to minimize impacts to City infrastructure and private property, and reduce pollutants from stormwater discharges.

Green Infrastructure Code Project Timeline:

July – October 2019 - City applied for and was awarded a Great Lakes Champions Grant to identify barriers and opportunities in codes, ordinances, and policies to support green infrastructure implementation in the City of Green Bay. A consultant was hired to examine the municipal code, identify opportunities, and recommend text amendments.

November 2019 – UW Sea Grant Institute gave Green infrastructure 101 and code audit presentation to Sustainability Commission and Common Council.

January 2020 - Consultant hired to audit the City's codes using the *Tackling Barriers to Green Infrastructure: An Audit of Local Codes and Ordinances* by the UW Sea Grant Institute.

February 2020 - Green infrastructure code workshop held for city staff from the following departments: Community & Economic Development (CED), Public Works (DPW), Finance, IT, Law, Mayor's Office, Parks Recreation & Forestry and Water Utility.

October 2020 – Consultant completed draft markup and recommended revisions of Chapter 16, 24, 42, and 44. Draft text amendments for Landscape Standards presented Development Team.

November 2020 – Chapter 44 Q&A with CED Land Development Team, consultant, and Resiliency Coordinator.

January-March 2021 – Staff comments and feedback incorporated into Chapter 44 mark-up. Proposed amendments in Law Department review.

Outreach and Engagement

- Green Infrastructure code workshop held for City staff
- Multiple meetings with staff from various departments to gain input
- March – April 2022: GI Code Flyer and summary of text amendments sent to local developers and other stakeholders for questions and comments
- April 2022: Draft text amendments presented 5/9 Plan Commission agenda packet

It is important to note that this is an interdepartmental project and administration duties including code enforcement will also be interdepartmental. Text amendments are evaluated through duration. The proposed text amendments will impact additional codes (i.e. the parking code), and will require staff to review conflicting sections to ensure consistency throughout the municipal code.

RECOMMENDATION

Approval of the code changes in Chapter 44

FISCAL IMPACT

ATTACHMENTS

- I. Chpt 44 Support Docs and TAs

Tackling Barriers to Green Infrastructure:

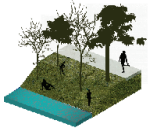
THE CITY OF GREEN BAY CODE CHANGES



GI ?

WHAT IS A GREEN INFRASTRUCTURE (GI) CODE AUDIT?

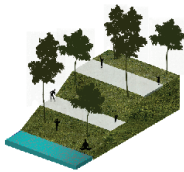
It is an approach municipalities use to audit, revise and prioritize codes that inhibit the use of green infrastructure.



WHY

DID THE CITY EXAMINE ITS CODES FOR GI?

Revising and adopting code recommendations sets the stage for greater use of GI, thereby increasing resilience to environmental, social and economic challenges.



WHAT

ARE THE BENEFITS OF GI?

- *Protect private & public properties from flood hazards*
- *Improve water quality of local waterways*
- *Increase resiliency for changing climate patterns*
- *Improves community livability*
- *Long-term cost savings*



KEY

MUNICIPAL CODES EXAMINED:

Chapters 16, 24, 42, 44

- *Definitions*
- *Architectural Design Standards*
- *Landscaping Standards*
- *Parking*
- *Permeable Materials and Surfacing*
- *Pollutant Reduction Through Site Plan Review*
- *Post-Construction Stormwater Standards and Long-Term Maintenance*

For more information please contact:

Community & Economic Development Department
920.448.3407

Chapter 44

Public Works Department
920.448.3040

Chapters 16, 24 and 42



Click
Link

[Tackling Barriers to Green Infrastructure](#)

City of Green Bay, Wisconsin
Green Infrastructure Codes Project
Summary of Text Amendments

CHAPTER 44 – ZONING*		
Code Sections	Areas	Key Text Amendments
Sec. 44 -249	General Definitions	Green infrastructure definitions added.
Sec. 44 - 358	Permitted Setback Encroachments	Cisterns, stormwater planter boxes & other rainwater harvesting added as a permitted setback encroachment.
Sec. 44 -1694	Surfacing	Permeable pavement and other surfacing systems meeting WI DNR Technical Standards are acceptable to meet the purposes of the section.
Sec. 44 - 1917	Pollutant reduction in service, loading, and storage areas	Standards for trash receptacles and dumpsters updated to address drainage & covers. Changes also apply to Parking Lot Alterations.
Sec. 44 - 1964	Perimeter Landscape Buffers	Increase buffer widths by at least 5 feet between uses to improve water quality and stormwater runoff management.
Sec. 44 - 1965	Interior parking lot landscaping for landscaping islands & medians	Islands 10' wide x 18' long. Medians 10' wide. Minimum soil depth of 3 ft. A minimum soil volume of 1,200 ft ³ per tree. No more than 10% of the surface area of any island or median may be non-living material.
Sec. 44 - 1966	Perimeter parking lot landscaping	Perimeter of parking areas screened by a landscaped area at least 15' wide along each frontage of public street or sidewalk.
Sec. 44 - 1967	Building foundation Landscaping	Foundation plantings shall be installed across 80% of the length of the façade of the building. One tree/50 ft. May consist of trees planted in structural soils, permeable pavement. Minimum soil volume of 600 ft ³ / tree.
Sec. 44 - 1968	Plant materials	Attempt to preserve existing trees with a diameter of 6" DBA or greater. Minimum of 90% area required to be landscaped shall be covered in live material.

City of Green Bay, Wisconsin
Green Infrastructure Codes Project
Summary of Text Amendments

Sec. 44 - 1968	Plant materials (cont'd)	Plants indigenous to WI shall comprise no less than two-thirds (2/3) of the proposed trees and sixty percent (60%) of proposed shrubs, and shall be species proven adaptable to the climate and site conditions.
Sec. 44 - 1968	Plant materials (cont'd)	Where twenty (20) or more trees are proposed, at least three (3) species of tree shall be utilized.
Sec. 44-1969	Maintenance & installation of landscape materials	Plantings under this ordinance shall be maintained perpetually and replaced if they die or are substantially weakened or damaged. If plantings succumb due to site conditions to which they are ill adapted, they shall be replaced with more culturally suitable species of the same type.
CHAPTERS 16 & 42 – RELATING TO STORMWATER MANAGEMENT** BMP=best management practice, SWM=stormwater management, GI=green infrastructure; ERU=equivalent runoff units		
Code Sections	Areas	Key Text Amendments
Sec. 16-79	General Definitions	Green infrastructure definitions added.
Sec. 16-81 (j)	BMP Location	Cisterns, Stormwater Planter Box added as onsite BMPs
Sec. 16-82	BMP Installation certification	Wisconsin-licensed landscape architect, arborist, or nursery professional shall certify vegetation planting and vegetation establishment one full growing season after planting.
Sec. 16-84	Maintenance Agreement	Establishment, verification, maintenance schedule for vegetated SWM, GI, and propriety SWM devices.
Sec. 42-203	Permeable Surfaces	Acceptable pervious surfaces to include approved permeable surfacing and green roofs - exempt from ERU calculation.
Sec. 42-203 (d)	Definitions	Definition for <i>permeable surfacing</i> added & <i>stormwater system</i> amended.

*Questions or comments relating to Chapter 44: madison.smith@greenbaywi.gov; 920-448-3407

**Questions or comments relating to Chapter 16 and 42: melissa.schmitz@greenbaywi.gov; 920-448-3040

GENERAL ORDINANCE NO. 12-22

AN ORDINANCE AMENDING SECTION 44-1917, GREEN BAY MUNICIPAL CODE, RELATING TO SERVICE, LOADING, AND STORAGE AREAS

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

SECTION 1. Section 44-1917, Green Bay Municipal Code, is hereby amended to read:

44-1917. Service, loading, and storage areas.

(a) *Placement and orientation.* Loading, delivery, and service bays should be oriented away from existing residences and public streets to the extent feasible.

(b) *Setback from street.* No areas for outdoor storage, trash collection or compaction, loading, or other such uses shall be located within twenty (20) feet of any public street or public sidewalk.

(c) *Screening.* Trash receptacles and dumpsters, trash recycling containers, and loading docks shall be fully enclosed and screened with walls and/or fences at least six (6) feet in height and ninety (90) 90 percent impervious to sight. All receptables and dumpsters shall have secure, fully closing lids or covers that prevent rainfall or snowmelt from coming into contact with the refuse being stored. All enclosure gates and receptable and dumpster lids shall remain closed when not in use.

(d) *Design.* Architectural elements, materials, colors and design of screening walls, coverings, and/or fences shall be compatible with those used as predominant materials, colors, and elements on the building or landscaping.

(e) Drainage. All outdoor storage and trash collection or compaction areas shall be graded, curbed, or drained to prevent the discharge of storm water runoff directly to storm drains or surface waters. Runoff shall be directed through a grassed or vegetated area prior to reaching a storm drain or surface water or, where approved by the Director of Public Works or their designee, to a properly designed sanitary sewer inlet.

(i) Rehabilitation, reconstruction, and new construction Parking Lot Alterations, as defined in Section 44-249, Green Bay Municipal Code, are subject to the drainage requirements for outdoor storage and trash collection in this section.

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 _____, 2022.

APPROVED:

Mayor

ATTEST:

Clerk

ljm

05/17/2022

GENERAL ORDINANCE NO. 13-22

**AN ORDINANCE CREATING SECTIONS 44-358(a)(13)-(15),
GREEN BAY MUNICIPAL CODE, RELATING TO
PERMITTED SETBACK ENCROACHMENTS**

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

SECTION 1. Sections 44-358(a)(13) through (15), Green Bay Municipal Code, are hereby created to read:

(13) A cistern or cisterns with a maximum combined capacity of three hundred (300) gallons. Cisterns exceeding 300 gallons in capacity shall be located within rear or side yards and no closer than one-half the applicable setback to a side or rear property line.

(14) Planter boxes for stormwater management projecting not more than three (3) feet into a yard.

(15) Any other similar item as those listed above, as determined by the Zoning Administrator.

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 _____, 2022.

APPROVED:

Mayor

ATTEST:

Clerk

ljm

05/17/2022

GENERAL ORDINANCE NO. 14-22

**AN ORDINANCE AMENDING SECTION 44-1694,
GREEN BAY MUNICIPAL CODE, RELATING TO SURFACING**

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

SECTION 1. Section 44-1694, Green Bay Municipal Code, is hereby amended to
read:

44-1694. Surfacing.

(a) All off-street parking facilities and driveways leading to such parking facilities,
and all other areas upon which motor vehicles may traverse or be parked shall
be graded and surfaced with a dust-free all-weather hard surface material
capable of carrying a wheel load of 4,000 pounds.

(1) Acceptable surfacing materials include asphalt, concrete, brick, cement
pavers, permeable pavement as defined in Section 44-249, or similar
material approved by the City and installed and maintained per industry
standards.

(b) Residential drives serving single- and two-family dwellings may contain a
grass or permeable center, provided that the areas on which the vehicle's
wheels touch are a minimum of 12 to 18 inches in width.

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 _____, 2022.

APPROVED:

Mayor

ATTEST:

Clerk

MS

05/17/2022

GENERAL ORDINANCE NO. 15-22

AN ORDINANCE AMENDING SECTIONS 44-1964, 44-1965,
44-1966, 44-1967, AND 44-1968, GREEN BAY MUNICIPAL CODE,
RELATING TO LANDSCAPING

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

SECTION 1. Section 44-1964, Green Bay Municipal Code, is hereby amended to
read:

44-1964. Perimeter Landscape Buffers. Buffers shall be used to provide visual
and noise separation of intensive uses from less intensive between uses, and to
improve water quality and stormwater runoff management. Buffer landscaping shall
be provided as follows:

~~(a) Non-residential or multifamily uses in residential districts: At least 10 feet~~
~~wide abutting residential uses (at least fifteen (15) feet wide if the nonresidential use is~~
~~two (2) stories or more). Large nonresidential buildings (25,000 square feet or greater)~~
~~shall provide a buffer yard at least 20 feet wide. Nonresidential buildings with service~~
~~areas or mechanicals oriented toward residential uses shall provide a buffer yard of 20~~
~~feet or more depending on the intensity of the development.~~

~~(b) Nonresidential or multifamily uses in commercial or industrial districts: At~~
~~least fifteen (15) feet wide abutting residential uses in residential districts (at least twenty~~
~~(20) feet wide if the nonresidential use is two (2) stories or more). Large nonresidential~~
~~buildings (25,000 square feet or greater) shall provide a buffer yard at least twenty-five~~
~~(25) feet wide.~~

(a) For non-residential or multifamily uses, buffers shall be at least twenty
(20) feet wide. The following buffers shall be at least twenty-five (25) feet wide:

(1) Buffers for non-residential or multifamily residential buildings of two or
stories in residential, commercial, or industrial districts.

(2) Buffers for non-residential buildings of 25,000 square feet of floor area
or more in residential, commercial, or industrial districts.

(3) Buffers along loading docks, service areas, or outdoor mechanical
systems in residential, commercial, or industrial districts.

(4) Buffers for non-residential uses abutting residential uses or districts
in commercial or industrial districts.

(c) Buffer design.

(1) Buffer areas shall consist of either a masonry wall, fence, berm, ~~or hedge plantings,~~ or ~~a~~ combination thereof that forms a screen a minimum of four (4) feet in height, ~~a maximum of 6 feet in height,~~ and not less than 90 percent opaque on a year-round basis. Screening located along front and corner side yards ~~are~~ is limited to four (4) feet in height and not less than 90 percent opaque on a year-round basis and which shall effectually ~~blocks~~ block automobile headlights from trespass on roads or adjacent property.

(2) Buffers shall be landscaped with at least one (1) tree and five (5) shrubs for every 50 linear feet. A minimum soil volume of 1,200 cubic feet for the indicated tree species shall be provided in the landscape island. A minimum of three (3) feet of soil depth shall be provided below the final surface elevation of the landscape island where the tree is planted.

(3) Buffers may be interrupted for necessary pedestrian and vehicle access.

(4) Buffer designs included in an approved stormwater management plan under Chapter 16 of this Code shall be constructed in accordance with said plan. Any combination of fencing and plantings may be used, provided the degree of opacity and screening required in this section is achieved.

SECTION 2. Section 44-1965, Green Bay Municipal Code, is hereby amended to read:

44-1965. Interior parking lot landscaping. The purpose of interior parking lot landscaping is to minimize the expansive appearance of parking lots, to ~~and~~ provide shaded parking areas, and to provide water quality and stormwater management benefits where appropriate. Landscaping shall consist of planting islands and medians comprising the required planting area specified under item (1) below.

(a) Planting area.

(1) At least ten (10) percent of the interior area of parking lots with ~~more than~~ twenty-five (25) or more spaces shall be devoted to landscape planting areas.

(2) ~~Shade~~ Canopy trees shall be provided within the interior of parking lots areas of twenty-five (25) or more spaces ~~in accordance with the following table at the rate of one tree per ten (10) spaces. Trees required to be planted in landscape islands, landscape medians, and perimeter areas shall count toward this requirement.~~

Number of Parking Spaces	Minimum Required Tree Planting
0—24	None required
25—100	1 tree per 10 spaces
101+	1 tree per 15 spaces

(3) Parking lot landscape areas shall be protected with concrete curbing, wheel stops, or other suitable barriers to protect plant function and ensure survivability, with breaks as required to allow storm water inflow where the landscape areas have been designed to provide storm water treatment and control.

(b) Landscape islands.

(1) Landscape islands shall be provided at the end of each parking row and within the row of parking spaces so that there are no more than ~~fifteen (15)~~ **ten (10)** consecutive parking spaces without a landscape island.

(2) Landscape islands shall have minimum interior dimensions of at least ten (10) feet in width and ~~fifteen (15)~~ **eighteen (18)** feet in length. **Double rows of parking shall provide parking lot islands opposite one another to form continuous double islands. Where islands include a sidewalk, their width shall be increased to provide a planting area of at least ten (10) feet in width.**

(3) ~~Landscape islands~~ **Each landscape island** shall be planted with **a mix of herbaceous or woody** ground cover, ~~or sod and a minimum of one (1) shade/deciduous tree.~~ **shrubs, and mulch, or other ground cover sufficient to fully cover the ground surface and prevent the growth of weeds. No more than ten percent (10%) of the surface area of any landscape island may be non-living material, and no more than twenty percent (20%) of the surface area of any landscape island may be turf grass. A minimum soil depth of three feet (3') shall be provided unless this provision is specifically waived due to on-site conditions.**

(4) Required tree planting in landscape islands.

a. A minimum of one canopy tree shall be planted per 180 square feet of landscape island on the site.

b. Except where the requirements for soil volume and depth in this section cannot be met due to dimensional or site conditions, or where an individual landscape island is designed as part of an approved stormwater management plan described herein, at least one (1) tree shall be planted in each ten by eighteen-foot landscape island. Where tree planting is not possible, the required tree(s) shall be planted in another interior or perimeter parking lot landscape area.

c. A minimum soil volume of 1,200 cubic feet per tree for the indicated tree species shall be provided in the landscape island.

d. A minimum of three (3) feet of soil depth shall be provided below the final surface elevation of the landscape island where the tree is planted.

(5) Landscape island designs included in an approved stormwater management plan under Chapter 16 of this Code shall be constructed in accordance with said plan.

(c) ~~Landscape medians. Parking lots with more than 100 spaces shall be divided into at least two smaller areas by landscape medians. Parking lot landscape medians shall be placed between every other bay of parking in any lot with more than two parallel bays and more than forty (40) spaces. A parking bay shall be defined as one or two rows of spaces accessed from a single drive aisle.~~

(1) Landscape medians shall be a minimum of eight (8) feet wide or fourteen (14) to eighteen (18) feet wide with a pedestrian walk. ~~ten (10) feet wide. Where medians include a sidewalk running lengthwise, their width shall be increased to provide a planting area of at least ten (10) feet in width.~~

(2) Landscape medians shall have a minimum of one (1) shade tree per forty (40) lineal feet along the length of the median and shall contain mulch or irrigated grass. ~~be planted with a mix of herbaceous or woody ground cover, shrubs, and mulch, or other ground cover sufficient to fully cover the ground surface and prevent the growth of weeds. No more than ten percent (10%) of the surface area of any landscape island may be non-living material, and no more than twenty percent (20%) of the surface area of any landscape island may be turf grass. A minimum soil depth of three (3) feet shall be provided unless this provision is specifically waived due to on-site conditions.~~

(3) Required tree planting in landscape medians.

a. Landscape medians shall have a minimum of one (1) canopy tree per fifty (50) lineal feet along the length of the median.

b. Except where the requirements for soil volume and depth described in this section cannot be met due to dimensional or site conditions, or where an individual landscape median is designed as part of an approved stormwater management plan described herein, at least one (1) tree shall be planted in each landscape median. Where tree planting is not possible, the required tree(s) shall be planted in another interior or perimeter parking lot landscape area.

c. A minimum soil volume of 1,200 cubic feet per tree for the indicated tree species shall be provided in the landscape median.

d. A minimum of three (3) feet of soil depth shall be provided for and accessible to the tree below the final surface elevation of the landscape median where the tree is planted.

(4) Landscape median designs included in an approved stormwater management plan under Chapter 16 of this Code shall be constructed in accordance with said plan.

(d) ~~General Compliance~~ **Existing parking lots**. For existing parking lots that currently do not comply with the interior **parking** lot landscaping **requirements of this section** as of the **its** adoption of this ordinance, such **compliant** landscaping shall be provided when any one of the following occurs:

(1) Any ~~new~~ construction of a **new** parking lot must comply with the current requirements of this ordinance.

(2) Existing approved parking areas that are either rehabilitated or reconstructed are required to ~~replace existing approved interior lot landscaping or provide a total of 5% interior lot landscaping.~~ **either:**

a. Replace existing approved interior lot landscaping with landscape islands or landscape medians that meet the requirements of this section for dimensions, tree planting, planting mix, and soil volume and depth, or

b. Construct new interior landscape islands or landscape medians, the cumulative area of which is equal to at least five percent (5%) of the interior area of the parking lot.

(3) When an existing approved parking lot is expanded by **twenty-five percent (25%)** or greater **by more** than 7,500 sq. ft. **square feet** in total surface area, **whichever is less**, the entire parking area shall be brought into compliance with the requirements of this ordinance. ~~All expanded~~ **When determining the applicability of this standard, all permitted expansions of parking lot** areas are considered cumulative.

(4) Re-striping, patching, resurfacing of an existing parking area shall not be subject to this requirement.

(e) General Compliance. All new or replaced parking lot landscaping shall meet the standards for dimensions, tree planting, planting mix, and soil volume and depth set forth in this section. The Director of the Department of Community and Economic Development, or their designee, may vary or waive the requirements of this section upon a finding that site conditions or planting area sizes are not likely to lead to successful establishment and growth of required plantings.

SECTION 3. Section 44-1966, Green Bay Municipal Code, is hereby amended to read:

44-1966. Perimeter parking lot landscaping. Parking area edges shall be screened from public streets and sidewalks, public open space, and adjacent properties. The perimeter of parking areas shall be screened ~~from residential uses~~ by **means of:**

(a) A landscaped frontage strip at least 5 feet wide along the public street or sidewalk. If a parking area contains over 100 spaces, the minimum required yard shall be increased to 8 feet in width. area meeting the following standards:

(1) Landscaped areas shall be at least fifteen (15) feet wide along each frontage of a public street or sidewalk.

(2) If a parking area adjacent to a public street or sidewalk contains over 100 parking spaces, the minimum required landscaped area shall be increased to twenty (20) feet in width.

(3) Where parking lots border property lines, setbacks from the property line to the edge of the parking lot pavement shall meet the buffer requirements of Section 44-1964, but in no case shall a property line setback be fewer than twenty (20) feet.

(4) Exception. In Downtown One and Downtown Two zoning districts, the landscaped area shall be at least five (5) feet wide along each frontage of a public street or sidewalk.

(b) Screening consisting of either a masonry wall, fence, berm, ~~or hedge plantings~~, or a combination thereof that forms a screen a minimum of four (4) feet in height, ~~a maximum of 6 feet in height (6-8' in industrial districts)~~, and not less than 90 percent opaque on a year-round basis. Screening located along front and corner side yards ~~are is~~ limited to four (4) feet in height and ~~not less than~~ must be at least 90 percent opaque on a year-round basis and which effectually blocks block automobile headlights from trespass on adjacent property.

(c) Tree planting. Trees shall be planted at a minimum of one (1) shade tree per forty (40) lineal feet within the frontage strip. A minimum of one (1) canopy tree per forty (40) lineal feet shall be planted within the perimeter parking lot landscape area.

(1) Except where the requirements for soil volume and depth in this section cannot be met due to dimensional or site conditions, or where the perimeter parking lot landscape area is designed as part of an approved stormwater management plan described herein, at least one (1) tree shall be planted per forty (40) lineal feet within each perimeter parking lot landscaping area. Where tree planting is not possible, the required tree(s) shall be planted in another interior or perimeter parking lot landscape area.

(2) A minimum soil volume of 1,200 cubic feet per tree for the indicated tree species shall be provided in the perimeter parking lot landscape area.

(3) A minimum of three (3) feet of soil depth shall be provided for and accessible to the tree below the final surface elevation of the perimeter parking lot area where the tree is planted.

(4) Perimeter parking lot landscaping designs included in an approved stormwater management plan under Chapter 16 of this Code shall be constructed in accordance with said plan.

(d) General compliance. For existing parking lots that currently do not comply with the perimeter parking lot landscaping standards of this section as of its adoption, compliant landscaping is required when any one of the following occurs:

(1) Any construction of a new parking lot must comply with the current requirements of this ordinance.

(2) Re-striping, patching, resurfacing of an existing parking area shall not be subject to the requirements of this section.

(3) When an existing approved parking lot is expanded by 25 percent or by more than 7,500 square feet in total surface area, whichever is less, the entire parking area shall be brought into compliance with the requirements of this ordinance. All permitted expansions of parking lot areas are considered cumulative in determining the applicability of this standard.

(4) Existing approved parking areas that are either rehabilitated or reconstructed, but do not meet the thresholds set forth in (3) above, are required to take one of the following actions with respect to perimeter parking lot landscaping:

a. Replace all existing, approved perimeter parking lot landscaping with perimeter landscape areas meeting the standards for tree planting, planting mix, soil volume, and soil depth set forth in this section; OR

b. Implement a new perimeter parking lot landscape area with a minimum width of five feet (5'), meeting the standards for tree planting, planting mix, soil volume, and soil depth set forth in this section.

(5) The number of trees required to be planted pursuant to this Section may be varied or waived upon finding that site conditions or planting area sizes are not likely to lead to successful establishment and growth of a canopy tree.

(6) Exceptions.

a. Where the Plan Commission determines that full compliance with this Section would not be possible due to site dimensions or the location

of existing buildings; or where full compliance would result in the number of existing parking spaces being reduced by more than ten percent or in a manner that would result in non-compliance of the proposed use(s) with the provisions of this ordinance,

b. The Plan Commission may approve a substitute landscaping plan for the perimeter area which shall consist at a minimum of any combination of a three-foot masonry wall, three-foot ornamental metal fence, and plantings of low shrubs, perennials, or ornamental grasses.

SECTION 4. Section 44-1967, Green Bay Municipal Code, is hereby amended to read:

44-1967. Building foundation landscaping. Building foundations adjoining parking areas, walkways, or open space shall be planted with ornamental plant material such as ornamental trees, flowering shrubs, and perennials, annuals, and ground covers, with the exception of buildings that have facades flush with the sidewalk, i.e., downtown or storefronts.

(a) Foundation plantings shall be installed across eighty (80) percent of the length of the façade of the building, except where walkways and driveways are located.

(b) Foundation plantings shall include trees planted at the rate of one (1) tree per fifty (50) lineal feet of building façade, and may also include shrubs, herbaceous perennials, bioretention or rain garden plantings, and groundcover. Tree planting requirements may be varied, or required trees located on another portion of the site, if a minimum distance of five (5) feet from the building cannot be maintained.

(c) Where the area between the building and parking or street curb is entirely paved for pedestrian use, landscaping may consist of canopy trees planted in structural soils beneath tree grates or permeable pavement. The minimum structural soil volume provided shall be 600 cubic feet per tree.

(d) Above-ground planter boxes along building facades may be substituted for foundation plantings.

SECTION 5. Section 44-1968, Green Bay Municipal Code, is hereby amended to read:

44-1968. Plant Materials.

(a) In general. A reasonable attempt shall be made to preserve as many existing trees with a diameter of six (6) inches diameter at breast height or greater as is practicable, and to incorporate them into the site plan.

~~(1) All required landscaping shall emphasize the use of native species or plants that are proven adaptable to the climate but are not invasive on native species.~~

~~(2)~~**(1) Each A minimum of ninety percent (90%) of each area required to be landscaped shall be covered in live material. Live material includes trees, shrubs, perennials, ground cover, and sod. Areas not covered in live material may be covered by mulch, rock, or other natural materials. Exposed gravel, aggregate rock, or concrete shall only be used where drainage ~~and/or~~ or soil conditions require a non-irrigated and/or hard surface pan at finished grade adjoining a building foundation.**

(2) Plants indigenous to Wisconsin shall comprise no fewer than two-thirds (2/3) of the proposed trees and sixty percent (60%) of proposed shrubs, and shall be species proven adaptable to the climate and site conditions.

(3) Tree Plant species mix. Any Where twenty (20) or more trees are proposed, at least three (3) species of tree shall be utilized, and no single one species of ~~trees~~ tree shall not make up more than fifty percent (50%) of the total tree plantings for the property. Where thirty (30) or more shrubs are proposed, no single species of shrub shall comprise more than one-third (1/3) of shrub plantings.

(4) Minimum sizes. All required trees shall meet the following minimum size requirements:

Tree/Plant	Minimum Required Size at time of planting
Deciduous trees	Two (2) inch caliper
Ornamental deciduous trees	One and one-half (1-½) inch caliper
Evergreen trees	Six (6) feet in height
Shrubs	Five gallon (#5) container size

(5) Any plant materials used to meet the requirements of this ordinance shall not include any species identified as a Regulated Invasive Plant by the Wisconsin Department of Natural Resources pursuant to Wis. Admin. Code Ch. NR 40.

SECTION 6. Section 14-1969, Green Bay Municipal Code, is hereby amended to read:

44-1969. Maintenance and installation of materials. Installation and maintenance of all landscape materials shall comply with the following standards:

(a) All landscape materials shall be installed to current industry standards. All installed landscape shall conform to the most recently approved American Standard for Nursery Stock, published by the American National Standards Institute.

- (b) An adequate water supply shall be indicated in the site plan.
- (c) All required landscaping and screening features shall be kept free of refuse and debris.
- (d) Maintenance and replacement of landscape materials, **including the maintenance of any trees planted in the public right-of-way**, shall be the responsibility of the applicant or property owner, ~~including the maintenance of any trees planted in the public right-of-way.~~ **All plantings required under this ordinance shall be maintained perpetually and replaced if they die or are substantially weakened or damaged. If plantings succumb due to site conditions to which they are ill adapted, they shall be replaced with more culturally suitable species of the same type (tree, shrub, ground cover, etc.).**

SECTION 7. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 8. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2022.

APPROVED:

Mayor

ATTEST:

Clerk

MS

05/17/2022

GENERAL ORDINANCE NO. 16-22

AN ORDINANCE AMENDING SECTION 44-249, GREEN BAY MUNICIPAL CODE, RELATING TO GENERAL DEFINITIONS

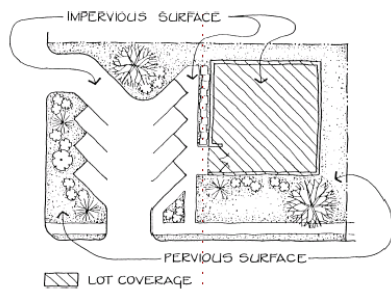
THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Certain definitions in Section 44-249, Green Bay Municipal Code, are hereby amended as follows:

~~Drainage system:~~ One **Drainage system means one** or more artificial ditches, tile drains, or similar devices which collect surface runoff or groundwater and convey it to a point of discharge. **The term “drainage system” shall include storm water conveyance systems as defined in Section 16-79, Green Bay Municipal Code.**

~~Gross acre:~~ An **Gross acre means** an acre of land (43,560 sq. ft.) that includes street rights-of-way and other publicly-dedicated improvements, such as parks, open space, and stormwater detention and retention facilities **management measures.**

~~Impervious surface:~~ A surface that has been compacted or covered with a layer of material so that it is highly resistant to infiltration by water. It includes semi-impervious surfaces, such as compacted clay or gravel, as well as conventional street or alley surfaces, roofs, sidewalks, drives, parking lots, and similar improvements. **Impervious surface means an area that releases as runoff all or a large portion of the precipitation that falls on it, except for frozen soil. Rooftops, swimming pools, ponds, decks, sidewalks, driveways, gravel, and paved parking lots and streets are examples of areas that typically are impervious. See graphic example. Green infrastructure, gardens, forests, or other similar vegetated areas are examples of surfaces that typically are permeable.**



Graphic Courtesy of the American Planning Association

Replace the words ‘pervious surface’ with ‘permeable surface’ in the graphic to match wording of the definition.

~~Land-disturbing construction activity:~~ Any manmade change of the land surface, including removing vegetative cover, excavating, filling, and grading but not including agricultural land uses, such as planting, growing, cultivating, and harvesting of crops, growing and tending of gardens, harvesting of trees, and landscaping modifications. **Land-disturbing construction activity means any human-made alteration of the land surface resulting in a change in the topography or existing vegetative or non-vegetative soil**

cover that may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of the state, including clearing and grubbing, demolition, excavating, pit trench dewatering, filling and grading activities, and soil stockpiling.

Pond: Any **Pond means any** naturally occurring or **constructed** manmade body of water that retains or detains the natural flow of water. This definition does not include ponds used for or as a part of a stormwater management plan, as regulated in Chapter 30 of the Green Bay Municipal Code.

~~Stormwater management plan: A written description of the number, locations, sizes, and other pertinent information of stormwater control measures designed to meet the requirements of the municipal code submitted by the applicant for review and approval by the Director of Public Works.~~ **Stormwater management plan means a comprehensive plan that identifies and designs what actions will be taken to reduce storm water quantity and pollutant loadings from the post-development land use condition to levels meeting the requirements of Chapter 16.**

SECTION 2. Section 44-249, Green Bay Municipal Code, is hereby amended by creating definitions of the following terms:

Bioretention area means excavated area that is back-filled with a prepared or amended soil mixture, which may or may not be covered with a mulch layer and planted with a diversity of woody or herbaceous vegetation, to which stormwater is directed to promote infiltration or evapotranspiration. Such an area may also be known as a “rain garden.”

Canopy tree means a woody perennial usually having one dominant trunk and a mature height greater than 5 meters (16 feet).

Cistern means a collection system that does not exceed 5,500 gallons and detains rainwater or stormwater runoff in above-ground or underground storage tanks for later outdoor use. A cistern of under one hundred twenty (120) gallons in capacity typically is known as a “rain barrel.”

Green infrastructure means any combination of landscaping, facilities, or equipment that captures rain at or near the site where it falls through infiltration, evapotranspiration, or storage for beneficial use or delayed discharge. Green infrastructure includes but is not limited to amended soil areas, bioretention areas, rain gardens, green roofs, vegetated swales, landscaping with deeply-rooted plants in amended soil, cisterns, rain barrels, stormwater trees, permeable pavements, planter boxes, and vegetated buffer strips, as well as the removal of structures or pavements to allow revegetation.

Green roof means an engineered roofing system that includes vegetation planted into a growing medium above an underlying waterproof membrane material which is designed to reduce the volume or peak flow of stormwater runoff from a building roof.

Green wall means the use of a supporting structure or wall panel installed to enable plants to grow vertically along the façade of a building or structure in order to provide air and water quality improvement as well as aesthetic enhancement.

Ornamental refers to trees that are grown primarily for blooms, fruit, foliage, or other seasonal interest. Ornamental trees may be small to medium size at maturity.

Permeable Surfacing means material(s) and accompanying subsurface treatments designed and installed specifically to allow stormwater to penetrate into the material, thereby reducing the volume of stormwater runoff from the surfaced area. Permeable surfacing may include, without limitation, permeable interlocking pavers, concrete lattice pavers, porous blocks or pavers or similar structural support materials, and permeable concrete or asphalt.

Rain barrel has the same meaning as “Cistern.”

Rain garden has the same meaning as “Bioretention Area.”

Stormwater planter box means a structure with vertical walls and an open or closed bottom, which may be attached to a building or structure, that is planted with a soil medium and vegetation intended to collect, absorb, and filter runoff from impervious surfaces.

Vegetative buffer strip means a vegetated area designed, constructed, and planted as an integral and intentional component of a stormwater management or landscape plan, in a manner specifically intended to collect and slow stormwater runoff and promote uptake by plants and soils. A vegetated filter strip also may be designed in a manner that provides visual and noise buffering between uses. A “vegetated buffer strip” also may be known as a “vegetated filter strip.”

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

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

Dated at Green Bay, Wisconsin, this _____ day of _____, 2022.

APPROVED:

Mayor

ATTEST:

Clerk

MS

05/17/2022



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # P.3

To approve the renewal of the City of Green Bay Copier Lease Agreement.

BACKGROUND

RECOMMENDATION

To approve.

FISCAL IMPACT

ATTACHMENTS

- I. 2022 copier lease request



Purchasing Department
100 North Jefferson Street - Room 101
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3047
Fax 920.448.3050

05/02/2022

Finance Committee 05/10/2022

Consideration with possible action of approval on the renewal of the City of Green Bay Copier Lease Agreement. Our current lease expired in April 2022; we are currently running on a month to month lease until the contract gets renewed. The contract is held with Rhyme. Total Cost of Ownership on the 60-month contract is \$4895.75 Month X 60 Month's = 293,745.00 Total Cost.

Our Contract for Copiers located with:
State of Wisconsin
NASPO Value Point Master Agreement # 140603
Contract # 505ENT-M20-MFDCOPIER-03

We currently have a fleet of fifty machines. The new contract would bring thirty-seven new machines and keep thirteen redeployed (tabletop) devices (City owns these – would only pay copy charge on those going forward)

Key Takeaways from the new contract:

- Current per copy charge: Black and White .0069 and Color .0839 the new contract will be Black and White at .0039 and Color .035.
- Technology refresh – fleet will be consistent which will standardize users and any instructions on use.
- On the new lease the City of Green Bay will own the machines upon lease completion.
- Billing and Tracking of machine leases will be streamlined decreasing work hours for administration.
- Performance/Equipment Clause in place through Rhyme and NASPO.

Respectfully Submitted,

Thomas J. Walenski
Procurement Manager
City of Green Bay

Dept - Division	Account No.	Current Model	<u>PROPOSED</u> <u>LEASE</u> <u>PAYMENT</u>	<u>2019 B/W</u> <u>AVERAGE</u> <u>MONTHLY</u>	0.0039	<u>2019</u> <u>COLOR</u> <u>AMV</u>	0.035	<u>TOTAL</u> <u>EACH/MO</u>
DPW ES Garage 1820 Mills Street	101503-53002	MX3550N	\$ 76.57	328	\$1.28	504	\$17.64	\$ 95.49
DPW WS Garage 519 S. Oneida	101503-53002	MX3550N	\$ 91.12	2128	\$8.30	3010	\$105.35	\$ 204.77
DPW WS Garage (Parts) 519 S. Oneida	101503-53002	MXM363N	\$ 57.73	1845	\$7.20			\$ 64.93
300 DPW - Beth	101503-53002	P3055dn	\$ -	624	\$2.43			\$2.43
300 DPW - Jamie/Dawn	101503-53002	P3055dn	\$ -	2077	\$8.10			\$8.10
300 DPW Engineering	101500-53002	MX3550N	\$ 91.12	2602	\$10.15	3067	\$107.35	\$ 208.61
300 DPW Sewer	201520-53002 205525-53002	MX3550N	\$ 91.12	1938	\$7.56	6225	\$217.88	\$ 316.55
Parking Garage 333 Pine St.		MX3550N	\$ 76.57	1650	\$6.44	1898	\$66.43	\$ 149.44
300 Pavement (WS)	101500-53002	MXM503N	\$ 63.05	2084	\$8.13			\$ 71.17
300 Special Projects	101500-53002	MXM363N	\$ 63.05	1937	\$7.55			\$ 70.60
202 Econ Dev	101140-53002	MX3550N	\$ 91.12	691	\$2.69	774	\$27.09	\$ 120.90
102 Finance/Assessor	101102-53002	MXM363N	\$ 73.37	1320	\$5.15			\$ 78.52
106 Finance/Clerk	101101-53002	MX5070N	\$ -	4812	\$18.77	46	\$1.61	\$ 20.38
101 Finance/Payroll	101100-53002	MXM453N	\$ 67.08	3581	\$13.97			\$ 81.04
101 Finance/Purchase	101103-53002	MXM363N	\$ 79.12	3002	\$11.71			\$ 90.83
105 Finance Division	101100-53002	MXM623N	\$ 71.10	4164	\$16.24			\$ 87.34
501 S. Washington Fire (Admin)	101410-53002	MX3550N	\$ 84.82	2298	\$8.96	1901	\$66.54	\$ 160.32
929 University Ave Fire Department	101410-53002	M2040dn	\$ -	327	\$1.28			\$ 1.28
135 Dauphin St Fire Department	101410-53002	M2040dn	\$ -	303	\$1.18			\$ 1.18
500 HR/Risk Mgmt.	101180-53002	MX3550N	\$ 94.62	6883	\$26.84	1094	\$38.29	\$ 159.76
500 HR	101180-53002	P3055dn	\$ -	510	\$1.99			\$1.99
200 Law	101140-53002	MXM453N	\$ -	2849	\$11.11			\$11.11
200 Mayor	101140-53002	P3055dn	\$ -	603	\$2.35			\$2.35
IT 4th Floor	101106-53002	MXM363N	\$ 51.44	456	\$1.78			\$ 53.22
330 S. Jefferson Muni Court	101160-53002	MXM363N	\$ 63.05	1120	\$4.37			\$ 67.41
Municipal Court Work Station Area	101160-53002	P3055dn	\$ -	1534	\$5.98			\$5.98
Park/Sanctuary	101600-53002	MXM503N	\$ 79.71	1339	\$5.22			\$ 84.93
510 Park & Rec Office	101600-53002	MX3550N	\$ 84.82	1933	\$7.54	1292	\$45.22	\$ 137.58
510 Park Dept	101600-53002	MXM453N	\$ 58.82	4806	\$18.74			\$ 77.57
919 Crocker Street Park Shop	101600-53002	MXM453N	\$ 51.44	1437	\$5.60			\$ 57.04
608 Planning	101250-53002	MX3550N	\$ 79.71	2719	\$10.60	4489	\$157.12	\$ 247.43
610 Planning/Inspection	101250-53002	MX3550N	\$ 69.19	703	\$2.74	1855	\$64.93	\$ 136.85
610 Planning/Inspection	101250-53002	MXM453N	\$ 63.05	1308	\$5.10			\$ 68.15
608 Planning	101250-53002	MX3550N	\$ 91.12	5388	\$21.01	2693	\$94.26	\$ 206.39
2nd Floor (Outside Classroom) Police	101300-53002	MX3550N	\$ 91.12	2230	\$8.70	4216	\$147.56	\$ 247.38
Records Window Police	101300-53002	P3055dn	\$ -	5557	\$21.67			\$ 21.67
1st Floor Records Police	101300-53002	MXM453N	\$ 66.88	8541	\$33.31			\$ 100.19
1st Floor Records Police	101300-53002	MX3550N	\$ 84.82	707	\$2.76	1307	\$45.75	\$ 133.33
Detectives (Main) Police	101300-53002	MX3550N	\$ 69.19	1763	\$6.88	3727	\$130.45	\$ 206.51
Detectives (Lt's Room) Police	101300-53002	MX3550N	\$ 69.19	575	\$2.24	1394	\$48.79	\$ 120.22
1st Floor Hallway (Front Desk) Police	101300-53002	MXM503N	\$ 60.59	16030	\$62.52			\$ 123.10
307 S. Adams Police/Basement	101300-53002	MXM363N	\$ 51.44	317	\$1.24			\$ 52.68
307 S. Adams 1st - Shift Comm.	101300-53002	MX3550N	\$ 74.31	1404	\$5.48	6092	\$213.22	\$ 293.00
Police Officer's Room	101300-53002	P3055dn	\$ -	1976	\$7.71			\$ 7.71
901 University Transit/Admin	603901-53002	MXM363N	\$ 69.34	3016	\$11.76			\$ 81.10
Transit Station Garage (Maintenance)	603920-53002	MXM503N	\$ 57.73	2363	\$9.22			\$ 66.95
901 University Ave Transit Station (Operations Dispatch)	603910-53002	MXM503N	\$ 69.34	4842	\$18.88			\$ 88.22
Wildlife Sanctuary-Kinder Garden		M3655idn	\$ -	909	\$3.55			\$3.55
1660 East Shore Drive Basement 105 Printing #1	101107-53002	P3055dn	\$ -	233	\$0.91			\$0.91



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # P.4

To approve the bid award for the Official Newspaper of the City of Green Bay to the lowest responsive responsible bidder which is Press Times.

BACKGROUND

With the exception of any items per state statute that must be published in a daily print newspaper such as liquor licenses.

CONTRACT: Official Newspaper of the City of Green Bay

TERM: 6/1/22 - 5/31/23

Bid Process following Wisconsin Statute 985.06

RECOMMENDATION

Award BID to Press Times allowing exceptions as required by state statute.

FISCAL IMPACT

ATTACHMENTS

- I. Official newspaper bid summary

CITY OF GREEN BAY IFB #2022-16
Official City of Green Bay Newspaper

Issued: 4/5/2022 Due: 5/3/22	VENDOR #1	VENDOR #2
	GREEN BAY PRESS GAZETTE	THE PRESS TIMES
DESCRIPTION		
Line Length:	9.18	9.00
Type Size:	6 pt	8 pt
Name of Type:	Arial	Arial
Font Base Rate:	0.6594	0.05441
Percentage of Font Base Rate that will be charged for 1, 2 and 3 column ads:		
1st:	0.6594	0.5441
2nd:	1.3908	1.1439
3rd:	2.1222	1.7431
Line Rates:		
1 Column 1st Insertion:	1.011	0.5441
1 Column Subsequent Insertion:	0.7988	0.4299
1 Column Width (pica):	9.18	9.00
2 Columns 1st Insertion:	2.1326	1.1439
2 Columns Subsequent Insertion:	1.6848	0.9037
2 Columns Width (pica):	19.36	18.92
3 Columns 1st Insertion:	3.2542	1.7431
3 Columns Subsequent Insertion:	2.5707	1.3770
3 Columns Width (pica):	29.54	28.83
Intended number of newspapers to be circulated with these notices and the geographic area:	19,423	5200 (Weekly) Brown County
Affidavit Cost:	1.00	1.00
Additional costs the City may incur:	N/A	Display ad rates at BW \$11.90, Color \$14.90, Inserts \$50 per thousand.
Exceptions :	None	Deadline 10am Wednesday for Friday. Others listed on letter provided with bid.
Payment Terms:	Net 30	Net 30

Total Annual Payment 2021

37,500.00

City of Green Bay - Purchasing Division - Contract Checklist**IFB #2022-16****CONTRACT: Official Newspaper of the City of Green Bay****C.Code: #91571****TERM: 6/1/22 - 5/31/23**

Date/Initials

By March 15, pull current contract file, start checklist,	3/3/2022 - B
Advertise Bid on/before the 2nd Tuesday of April as per state statute. Publish 4/5/2022	3/24/2022- B
Get Quote #. Update Invitation for Bid (both pages) with current dates. To be issued 1 week before the 2nd Tuesday of April and to be due at noon on <u>1st Tuesday of May</u> ** Issue on 4/5/22 due on 5/3/22 **	
Prepare IFB packet. E-mail previous contact per to see if they are still the contact person. Current Contact: Tara thamm@gannett.com (e-mailed Tara 3-3-22 & confirmed her last name changed)	3/3/2022 - B
Send legal notice to Green Bay Press Gazette (to publish on April 5, 2022)	3/23/2022 - B
In Outlook, schedule bid opening at noon on the 1st Tuesday of May in Mayors office with Mayor, City Clerk & Purchasing Manager. (If Mayor unavailable, ask Clerk which Alderperson to contact.) Email Mayors Secretary time, date, location of bid opening. (Terry Sorelle)	Confirmed w/Terry regarding Mayor's schedule 3/23/2022 - B
Send IFB to interested parties and include a copy of Anti-Litter Ordinance thamm@gannett.com mhollihan@mmclocal.com April 5, 2022	4/5/2022 - B
Present to Finance/Council. Fin 5/10/22 Council 5/17/22 Fill in Pending Agenda Items. 101101-53004 City Clerk Advertising ETC Started info-just needs awarded vendor and # of responses filled in	TW
Verify Council Approval	TW
By the Friday after Council approval, send award letter (e-mail letter). INCLUDE BID SUMMARY.	
Update Contract file in Public Access Folder including hyperlink	

NO RENEWALS ALLOWED. BID ANNUALLY PER STATE STATUTE, Chapter 985.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # P.5

To receive and place on file a report out of the purchase of rain barrels approved with ARPA money to Earthmark LLC for \$36,400.00.

BACKGROUND

The ARPA rain programs for approved for a total of \$60,000 for the full project (rain gardens, reimbursement and purchasing rain barrels).

RECOMMENDATION

Receive and Place on File

FISCAL IMPACT

ATTACHMENTS

- I. RainBarrel request Finance 5-10-22 for consideration



Purchasing Department
100 North Jefferson Street - Room 101
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3047
Fax 920.448.3050

CITY OF GREEN BAY - PURCHASING DIVISION

TO: Finance Committee

FR: Purchasing Department

DT: May 10, 2022

RE: Purchasing Report

Cc: Diana Ellenbecker, Pam Manley

Report of the Procurement: RFQ-2022-17 Rain Barrels

1. Discussion and possible action on the award of Rain Barrel's. This equipment was sent out for bids. Earthmark currently has the City of Milwaukee and Dunn County supply for Rain Barrels. The bid is identical cost to what they are paying. Only one bid was received, and this was posted on DemandStar and Vendornet. The City of Green Bay is requesting 520 rain Barrels w/diverters. The complete cost is 70.00 each. The total cost is \$36,400.00 Total.
2. ARPA Funds are to be used for this Purchase Account # 218100-55150-83089
3. Using Department : DPW

Melissa M. Schmitz, CEM, LEED GA

Resiliency Coordinator

City of Green Bay



CITY OF GREEN BAY PURCHASING DEPT
RFQ - #2022 - 17 Rain Barrels with Diverters

To:	Notice to all Vendors	CC: 33500
From:	Thomas J. Walenski - Buyer	
For Questions:	E-mail in writing to Purchasingag@greenbaywi.gov	
Issue Date:	4/14/2022	
Response Due Date & Time:	Thursday, April 28, 2022 by 2:00 p.m. CT	
Submit Quotes to:	Via demandstar electronically or Mail a Sealed Quote to City of Green Bay Purchasing Department 100 North Jefferson Street, Room 101 Green Bay WI. 54301-5026	

Response to this request is required to be on this specification/worksheet. Additional information may be attached. The City of Green Bay reserves the right to reject any and all quotations or to waive any technicality and accept any quotations that are deemed to be in the best interest of the City. Purchases are Wisconsin Sales and Federal tax-exempt.

Items may be awarded individually by line.

Thank you for your time and interest in doing business with the City.

QTY	UOM	DESCRIPTION of MATERIALS	EA PRICE	TOTAL
520	EA	Rain Barrels with Diverter Kits (See Table)	\$70.00	\$ 36,400.00
Prices are to include all delivery charges, FOB: 420 South Broadway Green Bay WI 54303			TOTAL:	\$ 36,400.00
STATE DELIVERY LEAD-TIME: 4 - 6 weeks from PO				
PAYMENT TERMS NET 30 (INCLUDE DISCOUNTS FOR EARLY PMT): Credit card payments due net 5 days from delivery				
STATE IF COMPANY ACCEPTS PAYMENT BY CREDIT CARD: ☒ YES ☐ NO (The City will not pay any fees associated with credit card purchases) Net 5 day terms for credit card payments				
ADDENDUMS: Any addendums will be posted on demandstar and vendornet it is the vendors responsibility to check these sites for addendums: The undersigned hereby acknowledges receipt of the following addenda: Addenda Number: _____ Date: _____				

VENDOR'S SIGNATURE & INFORMATION:

Vendor Full Legal Co. Name: EarthMark LLC
Street Address: 1000 Alpha Drive
City, State, Zip: Delaware OH 43015
Bidders Contact Name & Title (Print): Edwin Beck, Sole Proprietor
Phone # & Fax#: 614 282 0686
Taxpayer I.D. Number: 81-0861500
Date: 4/14/2022
E-mail Address: edwin@earthmark.co
Authorized Signature:

CITY OF GREEN BAY QUOTATION SUMMARY
RFQ #2022-17 Rain Barrels with Diverters

DEPT: DPW		REQ #	VENDOR #1	
DS Planholders: 2 Vendors		CC# 10000	EARTHMARK LLC	
ISSUED: 4/14/22		DUE: 4/28/22	Delaware, OH	
QTY	UNIT	DESCRIPTION	UNIT	PRICE
520	EA	Rain Barrels with Diverter Kits	\$ 70.00	\$ 36,400.00
LEAD TIME:			4-6 Weeks	
PAYMENT TERMS: NET 30			Credit card payments due net 5 days from delivery	
EARLY PAYMENT DISCOUNT:				
COMPANY ACCEPTS P-CARD PAYMENTS:			Yes	
BID COMPLIANT:			Yes	

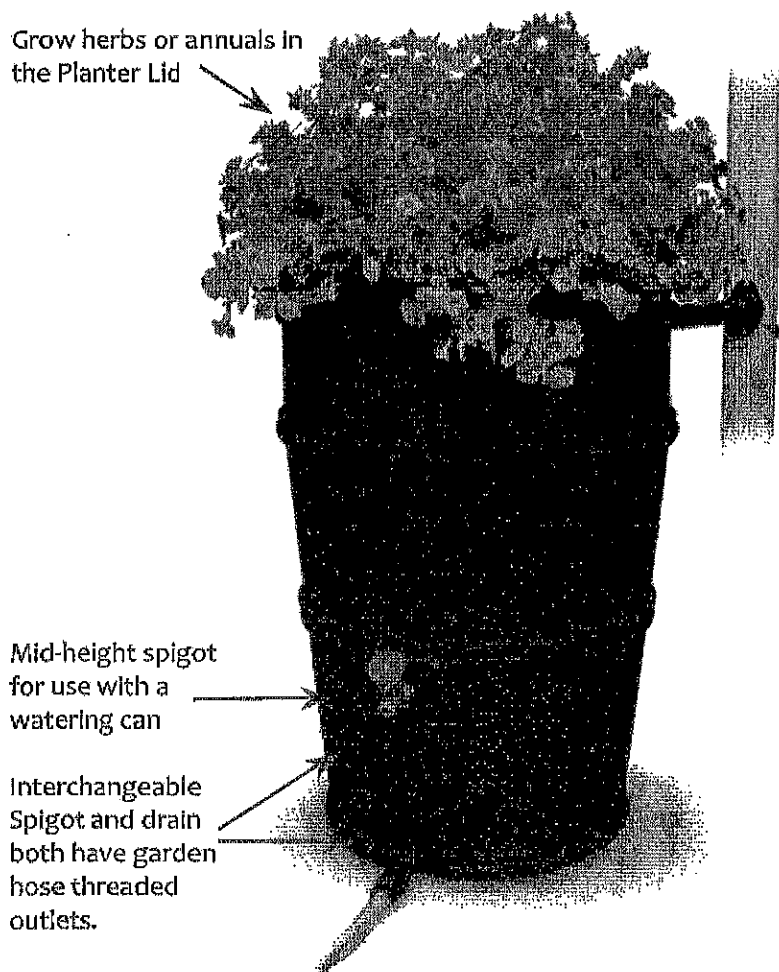
Recommendation: Award to Earthmark LLC for \$36,400.00

RainStation[™] 50 gal RS-50

EarthMinded RS50 is an attractive and easy to install rain barrel with best-in-class features:

- 50 gal. capacity
- Diverter system reduces overflows
- Reversible "Planter Lid" is decorative & functional
- Barrels nest for efficient transportation & storage
- Durable drum grade HDPE resin
- 10 Year UV resistance

Grow herbs or annuals in the Planter Lid



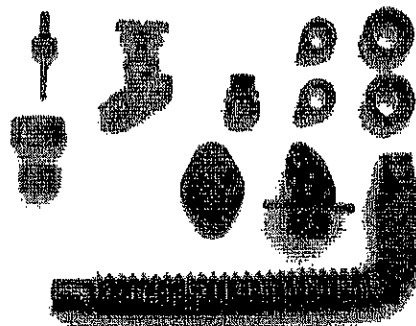
Mid-height spigot for use with a watering can

Interchangeable Spigot and drain both have garden hose threaded outlets.



Large removable lid for easy dunk-to-fill watering cans and buckets
Snap on lid resists sunlight and pests.

FlexiFit[™] Diverter system, hole saw, and all parts included for easy installation.



Diverter automatically passes excess water through the downspout when the barrel is full to reduce flooding.

Works on standard 2"x3" and 3"x4" rectangular downspouts. Water capture rate is reduced on 3"x4" downspouts.
Round diverter an available accessory

For winter storage, the diverter is easily removed from the downspout to prevent ice damming. Winter hole cover is included.

RS50's are packed nested; each unit has a parts kit in the bottom, lids nest above each stack.

Available colors:

PRN1053 - Recycled Black - 85% recycled
PRN1051 - Granite
PRN1052 - Terra-cotta - special order

Capacity	Diameter	Height	Weight	Nesting	Packing	Pallet
50 gallons 190 liters	23.5" bumper 19" base	39" domed lid 36" planter lid	17 lbs dry 435 lbs full	10" increment	Stacks of 4 standard Stacks of 5 optional *	16 units/ 48"x48"x 74" - 325 lbs 20 unit / 48"x48"x 85" - 390 lbs *special order only



EarthMinded Consumer Products LLC.
366 Greif Parkway
Delaware OH 43015
www.earthmindedconsumerproducts.com



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # P.6

To approve the American Rescue Plan Act (ARPA) allocation within the Crime Prevention and Neighborhood Enhancement category for Neighborhood Association support for \$150,000.

BACKGROUND

American Rescue Plan Act resolution was approved at council on 12/7/21.

RECOMMENDATION

Approval

FISCAL IMPACT

ATTACHMENTS

- I. I ARPA - NE association support \$150,000



Finance Department
100 North Jefferson Street - Room 105
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3020
Fax 920.448.3050

Memo

To: Finance Committee
Diana Ellenbecker, Finance Director

From: Susan House, Grant Administrator

Date:

Re: ARPA Requests- Revenue Replacement

The Finance Committee and Common Council have approved, on December 7, 2021, by resolution the following ARPA fund categories:

1. \$10,000,000 Capital Needs and Organizational Priorities
2. \$6,000,000 Affordable Housing Development and Small Business Support
3. \$3,000,000 Stormwater, Green Infrastructure, and Climate Resilience
4. \$2,000,000 Crime Prevention and Neighborhood Enhancement
5. \$1,500,000 Arts, Culture, and Tourism

The following requests are eligible, one (1) request from the Crime Prevention and Neighborhood Enhancement category and three (3) from the Affordable Housing Development and Small Business Support category. I recommend approving the requests individually.

Crime Prevention and Neighborhood Enhancement

Control #9-3-004 Neighborhood Association Support \$150,000.00

Project Summary: Partnership with GBN, (a non-profit organization that represents all 47 recognized neighborhood associations) provide funding to assist recognized neighborhood associations in building a safer community, enhancing neighborhoods, educating residents about important issues in the neighborhood and support residents who are struggling with COVID fatigue.

- \$15,000 for Competitive mini grants for bricks and mortar/special events projects- annual application

- \$20,000 for Operating grants for funding to help sustain neighborhood associations through newsletters creation and distribution, outreach and meeting expenses
- \$1,000 for Creation of a City Hall Academy, a learning experience where neighbors can sign up to learn how City Government works by attending meetings with various City departments
- \$9,000 for Crime Prevention grants, in partnership with the GBPD, funding creative ways to decrease neighborhood crime and set up crime prevention initiatives in neighborhoods
- \$5,000 for Neighborhood asset building- teaching neighborhood associations how to discover the human assets that exist in each neighborhood and to help find ways to increase diversity and inclusiveness in board representation and event attendance.

Project Outcomes: Decrease in crime, diverse and supportive neighborhoods. Over 75,000 residents are within recognized neighborhood association boundaries.

Recurring Costs: When ARPA funds are depleted, the nonprofit Green Bay Neighborhoods (GBN) will still have a pool of privately raised dollars to provide limited support of neighborhood associations

Recommendation: Motion to approve request 9-3-004, Neighborhood Association Support project, from the Crime Prevention and Neighborhood Enhancement category for \$150,000.

Affordable Housing Development and Small Business Support

Control #5-2-201 Energy Efficiency Grants \$500,000.00

Project Summary: The Energy Efficiency Grants are added as a rider to loans provided under the Home Improvement Loan Program HILP. HILP Program offers property owners at or below 80% of median income, an interest free, pay it back when you move or sell loan to make home improvements to their properties. It is administered by NeighborWorks Green Bay and is primarily funded through the City's HOME allocation. The ARPA funding would be used to subsidize each loan. The owner would be eligible for a grant of up to \$10,000 to be used for energy efficiency improvements at the home such as furnaces, water heaters, windows, doors etc.

- The City has been administering an owner rehab loan program for over 30 years. It has been a very successful program that has allowed

working families and elderly residents the ability to stay in their homes, thus providing housing security and a safe living environment.

- The additional grant dollars will ensure all needed repairs can be completed with essential energy efficiency improvements included in the project.

Project Outcomes: The HILP program is very popular with a current a waiting list of over 100 people. These grant dollars will assist over 50 low income homeowners in Green Bay. This subsidy would help the owner pay for items that would have a cost savings to the household by decreasing energy costs.

Recurring Costs: Once ARPA funding is exhausted, the HILP Program will still exist funded solely by HUD HOME and CDBG funding

Recommendation: Motion to approve request 5-2-201, Energy Efficiency Grants Program project, from the Affordable Housing Development and Small Business Support for \$500,000.

Control #5-2-202 Curb Appeal \$300,000.00

Project Summary: The Curb Appeal Program is a program set up for property owners to complete exterior improvements to their properties, specifically items that aren't eligible under the City's HOME funded rehab programs.

- This is a program that provides a grant of up to \$7,500 to cover the cost of exterior repairs.
- Historically, the average curb appeal grant has been \$4,000. Staff has packaged 29 of these grants in the past. Based on this average \$4,000 grant, 75 properties would be improved.
- This program would operate within the eligible Qualified Census Tracts only

Project Outcomes: Providing this grant allows the owners to have a funding resource to make these exterior improvements, thus improving the overall beautification of the neighborhood, 75 properties would be improved.

Recurring Costs: None

Recommendation: Motion to approve request 5-2-202, Curb Appeal project, from the Affordable Housing Development and Small Business Support category for \$300,000.

Control #5-2-203 Great to be Home! \$500,000.00

Project Summary: Great Being Home is a homeownership program serving employees of participating Green Bay employers. Eligible buyers will receive a \$5,000 grant in addition to other assistance programs for which they may qualify (up to \$10,000) Staff worked with our outside partners, NeighborWorks Green Bay and the Greater Green Bay Chamber of Commerce (Housing Committee) to craft this program. Great Being Home will help employers attract and retain talent, increase awareness and resources for homeownership among local employees, increase homeownership rates within the City, and strengthen neighborhoods. If fully funded, 100 buyers would be assisted in purchasing homes in Green Bay.

Project Outcomes: If fully funded, 100 buyers would be assisted in purchasing homes in Green Bay.

Recurring Costs: When ARPA funding is exhausted, there will still be a pool of funding available from donations made by businesses and Federal and State funding available.

Recommendation: Motion to approve request 5-2-203, Great to be Home project, from the Affordable Housing Development and Small Business Support category for \$500,000.

Total of Projects:

May 10, 2022 Requests

Crime Prevention/ Neighborhood Enhancement Remaining
Balance

\$1,689,340.80

9-3-004 Neighborhood Association Support

\$150,000.00

Remaining Balance

\$1,539,340.80

Affordable Housing Development & Small Business Support
Remaining Balance

\$4,885,000.00

5-2-201 Home Improvement Loan Program

\$500,000.00

5-2-202 Curb Appeal Program

\$300,000.00

5-2-203 Great to be Home! Program

\$500,000.00

	Remaining Balance	<u>\$3,585,000.00</u>
ARPA Grant Award		\$23,695,516.00
ARPA Grant Amount Received		\$11,847,758.00

Approved Projects

3-2-001	Administrative Expenses	\$200,000.00
10-6-001	One Time Expenses FY22	\$655,000.00
9-2-007	NIBIN	\$188,358.00
9-1-008	Recruit/ Retain	\$88,000.00
9-2-009	Lot Cop	\$40,000.00
12-3-001	Shot Detection System	\$0.00
7-5-001	Rain Barrel/ Rain Garden	\$60,000.00
5-5-001	E. Seymour Park Stormwater	\$1,000,000.00
2-6-001	Roads	\$1,500,000.00
2-3-002	Body-worn Cameras	\$307,316.25
2-2-003	City Façade Project	\$1,000,000.00
2-2-004	Blueprint Business Accelerator	\$40,000.00
2-2-005	Farmers Markets	\$75,000.00
2-2-006	Tourism Grants	\$250,000.00
2-7-008	Audio Upgrades	\$29,440.83
<u>1-4-004</u>	<u>Pandemic Pay</u>	<u>\$38,811.00</u>
		\$5,466,227.28

Proposed Projects

9-3-004	Neighborhood Assoc Support	\$150,000.00
5-2-001	Energy Efficiency Grants	\$500,000.00
5-2-202	Curb Appeal	\$300,000.00
5-2-203	Great to be Home!	\$500,000.00

Proposed Remaining Unobligated Balance \$4,931,530.72

**RESOLUTION ADOPTING THE CITY'S PLAN FOR
EXPENDITURE OF FUNDS RECEIVED PURSUANT TO
THE AMERICAN RESCUE PLAN ACT OF 2021**

December 7, 2021

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, on March 11, 2021, President Biden signed into law the American Rescue Plan Act of 2021 (ARPA), under which the Coronavirus State and Local Fiscal Recovery Funds will deliver \$350 billion for state, local, territorial, and tribal governments to respond to the COVID-19 emergency; and

WHEREAS ARPA permits municipalities to use Fiscal Recovery Funds for four broad purposes: to respond to the public health emergency or its negative economic impacts; to respond to workers providing essential services during the public health emergency; to replace lost public sector revenue; and to invest in water, sewer, and broadband infrastructure; and

WHEREAS the City's Plan for expenditure of the Fiscal Recovery Funds received pursuant to ARPA (ARPA Plan) was created after receiving input from residents and consulting with staff as to the most appropriate and effective utilization of those funds to assist the citizens of the City of Green Bay in recovering from the COVID-19 emergency; and

WHEREAS the City of Green Bay received \$11,847,758 in Fiscal Recovery Funds in May 2021, and is projected to receive a second disbursement of \$11,847,758 in May 2022; and

WHEREAS the ARPA Plan described herein is intended to provide a general framework for the amount of Fiscal Recovery Funds to be spent in each of the listed categories, and contemplates expenditure of the combined disbursements; and

WHEREAS plans for specific projects and/or services funded by Fiscal Recovery Funds will be presented to the Common Council in more detail prior to the expenditure of such funds;

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Green Bay hereby approves and adopts the following ARPA Plan for expenditure of Fiscal Recovery Funds in the following categories:

- \$10 million for City of Green Bay capital needs (roads, bridges, etc.) and organizational priorities;
- \$6 million for affordable housing development and small business support;
- \$3 million for stormwater, green infrastructure, and climate resilience;

ARPA Plan Resolution
Page 2

- \$2 million for crime prevention and neighborhood enhancement;
- \$1.5 million for arts, culture, and tourism.

BE IT FURTHER RESOLVED that the above-referenced amounts are intended to be approximate.

Adopted December 7, 2021

Approved December 8, 2021

Clerk 


Mayor



City of Green Bay
Department of Community and Economic Development

MEMORANDUM

TO: Finance Committee
FROM: Cheryl Renier-Wigg, Deputy Community & Economic Development Director
RE: Recommended ARPA Allocations (Crime Prevention and Neighborhood Enhancement)
DATE: May 5, 2022

Staff is seeking approval for ARPA funding for the below described neighborhood programs.

Crime Prevention and Neighborhood Enhancement (\$150,000)

Green Bay Neighborhoods Program (\$50,000 per year for 3 years)

In partnership with GBN, (a non-profit organization that represents all 47 recognized neighborhood associations) the Community and Economic Development Department would oversee and provide funding to assist recognized neighborhood associations in building a safer community, enhancing neighborhoods, educating residents about important issues in the neighborhood and support residents who are struggling with COVID fatigue. Over 75,000 residents are within recognized neighborhood association boundaries. Funding would include:

- Competitive mini grants for bricks and mortar/special events projects
 - \$15,000 NA would apply annually with best applications awarded
- Operating grants for funding to help sustain neighborhood associations through newsletters creation and distribution, outreach and meeting expenses
 - \$20,000 NA would apply annually with grant amount up to \$1,000 with requirement of NA fundraising 25% of ask
- Creation of a City Hall Academy, a learning experience where neighbors can sign up to learn how City Government works by attending meetings with various City departments
 - \$1,000 meeting/program supplies Program set up and administered by City Staff
- Crime Prevention grants, in partnership with the GBPD, funding creative ways to decrease neighborhood crime and set up crime prevention initiatives in neighborhoods
 - \$9,000 cost of supplies for specific programs or pool of funding for associations to apply for crime prevention/safety initiatives
- Neighborhood asset building- teaching neighborhood associations how to discover the human assets that exist in each neighborhood and to help find ways to increase diversity and inclusiveness in board representation and event attendance.
 - \$5,000 Cost of staff to administer programs in specific neighborhoods

CARW

Enclosure

The Green Bay Neighborhood Associations Deliver:

Neighborhood Association Outreach

- Newsletters
- Guest Speakers
- Bi-monthly Meetings

Crime Prevention

- Education (Heroin, Gangs, Graffiti, etc.)
- Funding of National Night Out events
- Neighborhood Watch Walks

Community Enhancement

- Funding Community Gardens
- Funding Park Improvements
- Coordinating Planning & Visioning Sessions

Branding

- Logo Street Signs
- Neighborhood Identity Signs & Landscaping

Neighborhood Events & Projects

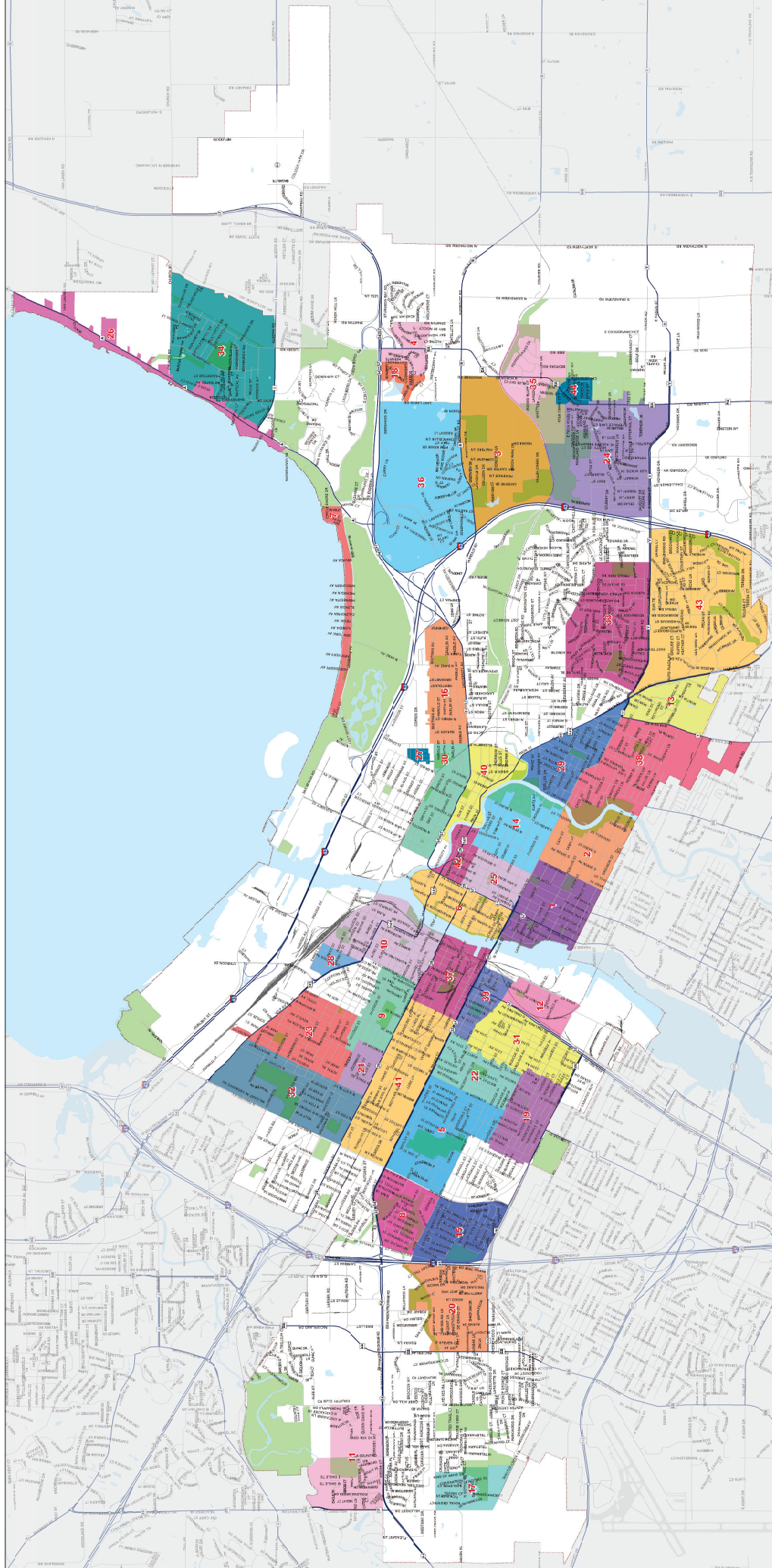
- Scholarships
- Fundraisers for area schools
- Little Libraries
- Parenting & Nutrition Classes
- Community Gardens
- Picnics
- Concerts
- Movies in the Park
- Rummage Sales
- Candidate Forums
- Fitness Groups
- Trail benches
- Wildlife Preservation

Leadership Training

- Mailing Training
- How To Conduct Meetings
- Leadership Classes
- Leadership Green Bay Support
- City Council Recognition
- Gavel Presentation to New Associations
- Access to Elected Leaders and Department Heads

Public Art Installations

- Life of the River, Public Sculpture Walk
- Whitney Commons Sculpture
- Oak Grove NHA, "Twig" metal sculpture
- Astor "Fox" mural on Monroe

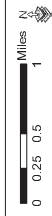


City of Green Bay Neighborhood Associations

This is a representation of the current neighborhood associations in the City of Green Bay. The map is for informational purposes only and does not constitute an official map of the City of Green Bay. The City of Green Bay reserves the right to change the map at any time without notice.

© 2018 City of Green Bay. All rights reserved. Map data by Google.

1 Astor	12 Graceland	23 Matter Heights	34 Red Smith
2 Astor East River	13 Imperial Pride	24 McAuliffe Park	35 Royal Ponds Preserve
3 Bay Creek	14 Joannes Park	25 Navarino	36 Schmitt Park
4 Bay Highlands	15 John Muir Park	26 Nicolet Drive	37 Seymour Park
5 Colburn	16 Kennedy Park	27 North Bird Traller Court	38 Starlite
6 Downtown	17 King of Arms	28 Northwest Railway Gardens	39 Tank Park
7 East Shore Drive	18 Lake Largo	29 Oak Grove	40 Three Corners
8 Firemans Park	19 Lombardi	30 Old North	41 Western Corridor
9 Fisk Addition	20 MacArthur Heights	31 Oldenwood	42 Whitney Park
10 Fort Howard	21 Maple Arches	32 Perkins Park Area	43 Wilder Park
11 Frisch Park	22 Marquette Park	33 Preble Park	44 Woodside Heights





Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # P.7

To approve the American Rescue Plan Act (ARPA) allocation within the Affordable Housing Development and Small Business Support category for Energy Efficiency grants for \$500,000.

BACKGROUND

American Rescue Plan Act resolution was approved at council on 12/7/21.

RECOMMENDATION

Approval

FISCAL IMPACT

ATTACHMENTS

- I. 2 ARPA - Energy Efficiency Grants \$500,000



Finance Department
100 North Jefferson Street - Room 105
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3020
Fax 920.448.3050

Memo

To: Finance Committee
Diana Ellenbecker, Finance Director

From: Susan House, Grant Administrator

Date:

Re: ARPA Requests- Revenue Replacement

The Finance Committee and Common Council have approved, on December 7, 2021, by resolution the following ARPA fund categories:

1. \$10,000,000 Capital Needs and Organizational Priorities
2. \$6,000,000 Affordable Housing Development and Small Business Support
3. \$3,000,000 Stormwater, Green Infrastructure, and Climate Resilience
4. \$2,000,000 Crime Prevention and Neighborhood Enhancement
5. \$1,500,000 Arts, Culture, and Tourism

The following requests are eligible, one (1) request from the Crime Prevention and Neighborhood Enhancement category and three (3) from the Affordable Housing Development and Small Business Support category. I recommend approving the requests individually.

Crime Prevention and Neighborhood Enhancement

Control #9-3-004 Neighborhood Association Support \$150,000.00

Project Summary: Partnership with GBN, (a non-profit organization that represents all 47 recognized neighborhood associations) provide funding to assist recognized neighborhood associations in building a safer community, enhancing neighborhoods, educating residents about important issues in the neighborhood and support residents who are struggling with COVID fatigue.

- \$15,000 for Competitive mini grants for bricks and mortar/special events projects- annual application

- \$20,000 for Operating grants for funding to help sustain neighborhood associations through newsletters creation and distribution, outreach and meeting expenses
- \$1,000 for Creation of a City Hall Academy, a learning experience where neighbors can sign up to learn how City Government works by attending meetings with various City departments
- \$9,000 for Crime Prevention grants, in partnership with the GBPD, funding creative ways to decrease neighborhood crime and set up crime prevention initiatives in neighborhoods
- \$5,000 for Neighborhood asset building- teaching neighborhood associations how to discover the human assets that exist in each neighborhood and to help find ways to increase diversity and inclusiveness in board representation and event attendance.

Project Outcomes: Decrease in crime, diverse and supportive neighborhoods. Over 75,000 residents are within recognized neighborhood association boundaries.

Recurring Costs: When ARPA funds are depleted, the nonprofit Green Bay Neighborhoods (GBN) will still have a pool of privately raised dollars to provide limited support of neighborhood associations

Recommendation: Motion to approve request 9-3-004, Neighborhood Association Support project, from the Crime Prevention and Neighborhood Enhancement category for \$150,000.

Affordable Housing Development and Small Business Support

Control #5-2-201 Energy Efficiency Grants \$500,000.00

Project Summary: The Energy Efficiency Grants are added as a rider to loans provided under the Home Improvement Loan Program HILP. HILP Program offers property owners at or below 80% of median income, an interest free, pay it back when you move or sell loan to make home improvements to their properties. It is administered by NeighborWorks Green Bay and is primarily funded through the City's HOME allocation. The ARPA funding would be used to subsidize each loan. The owner would be eligible for a grant of up to \$10,000 to be used for energy efficiency improvements at the home such as furnaces, water heaters, windows, doors etc.

- The City has been administering an owner rehab loan program for over 30 years. It has been a very successful program that has allowed

working families and elderly residents the ability to stay in their homes, thus providing housing security and a safe living environment.

- The additional grant dollars will ensure all needed repairs can be completed with essential energy efficiency improvements included in the project.

Project Outcomes: The HILP program is very popular with a current a waiting list of over 100 people. These grant dollars will assist over 50 low income homeowners in Green Bay. This subsidy would help the owner pay for items that would have a cost savings to the household by decreasing energy costs.

Recurring Costs: Once ARPA funding is exhausted, the HILP Program will still exist funded solely by HUD HOME and CDBG funding

Recommendation: Motion to approve request 5-2-201, Energy Efficiency Grants Program project, from the Affordable Housing Development and Small Business Support for \$500,000.

Control #5-2-202 Curb Appeal \$300,000.00

Project Summary: The Curb Appeal Program is a program set up for property owners to complete exterior improvements to their properties, specifically items that aren't eligible under the City's HOME funded rehab programs.

- This is a program that provides a grant of up to \$7,500 to cover the cost of exterior repairs.
- Historically, the average curb appeal grant has been \$4,000. Staff has packaged 29 of these grants in the past. Based on this average \$4,000 grant, 75 properties would be improved.
- This program would operate within the eligible Qualified Census Tracts only

Project Outcomes: Providing this grant allows the owners to have a funding resource to make these exterior improvements, thus improving the overall beautification of the neighborhood, 75 properties would be improved.

Recurring Costs: None

Recommendation: Motion to approve request 5-2-202, Curb Appeal project, from the Affordable Housing Development and Small Business Support category for \$300,000.

Control #5-2-203 Great to be Home! \$500,000.00

Project Summary: Great Being Home is a homeownership program serving employees of participating Green Bay employers. Eligible buyers will receive a \$5,000 grant in addition to other assistance programs for which they may qualify (up to \$10,000) Staff worked with our outside partners, NeighborWorks Green Bay and the Greater Green Bay Chamber of Commerce (Housing Committee) to craft this program. Great Being Home will help employers attract and retain talent, increase awareness and resources for homeownership among local employees, increase homeownership rates within the City, and strengthen neighborhoods. If fully funded, 100 buyers would be assisted in purchasing homes in Green Bay.

Project Outcomes: If fully funded, 100 buyers would be assisted in purchasing homes in Green Bay.

Recurring Costs: When ARPA funding is exhausted, there will still be a pool of funding available from donations made by businesses and Federal and State funding available.

Recommendation: Motion to approve request 5-2-203, Great to be Home project, from the Affordable Housing Development and Small Business Support category for \$500,000.

Total of Projects:

May 10, 2022 Requests

Crime Prevention/ Neighborhood Enhancement Remaining
Balance

\$1,689,340.80

9-3-004 Neighborhood Association Support

\$150,000.00

Remaining Balance

\$1,539,340.80

Affordable Housing Development & Small Business Support
Remaining Balance

\$4,885,000.00

5-2-201 Home Improvement Loan Program

\$500,000.00

5-2-202 Curb Appeal Program

\$300,000.00

5-2-203 Great to be Home! Program

\$500,000.00

	Remaining Balance	<u>\$3,585,000.00</u>
ARPA Grant Award		\$23,695,516.00
ARPA Grant Amount Received		\$11,847,758.00

Approved Projects

3-2-001	Administrative Expenses	\$200,000.00
10-6-001	One Time Expenses FY22	\$655,000.00
9-2-007	NIBIN	\$188,358.00
9-1-008	Recruit/ Retain	\$88,000.00
9-2-009	Lot Cop	\$40,000.00
12-3-001	Shot Detection System	\$0.00
7-5-001	Rain Barrel/ Rain Garden	\$60,000.00
5-5-001	E. Seymour Park Stormwater	\$1,000,000.00
2-6-001	Roads	\$1,500,000.00
2-3-002	Body-worn Cameras	\$307,316.25
2-2-003	City Façade Project	\$1,000,000.00
2-2-004	Blueprint Business Accelerator	\$40,000.00
2-2-005	Farmers Markets	\$75,000.00
2-2-006	Tourism Grants	\$250,000.00
2-7-008	Audio Upgrades	\$29,440.83
<u>1-4-004</u>	<u>Pandemic Pay</u>	<u>\$38,811.00</u>
		\$5,466,227.28

Proposed Projects

9-3-004	Neighborhood Assoc Support	\$150,000.00
5-2-001	Energy Efficiency Grants	\$500,000.00
5-2-202	Curb Appeal	\$300,000.00
5-2-203	Great to be Home!	\$500,000.00

Proposed Remaining Unobligated Balance \$4,931,530.72



City of Green Bay
Department of Community and Economic Development

MEMORANDUM

TO: Finance Committee

FROM: Cheryl Renier-Wigg, Deputy Community & Economic Development Director

RE: Recommended ARPA Allocations (Affordable Housing Development)
Energy Efficiency Grant

DATE: May 5, 2022

Staff is seeking approval for ARPA funding for the below described housing programs.

Affordable Housing Development \$500,000

I. Energy Efficiency Grants (\$ 500,000)

- The Energy Efficiency Grants are grants that are added as a rider to loans provided under the Home Improvement Loan Program (HILP). HILP is an existing loan program that offers property owners at or below 80% of median income, an interest free, pay it back when you move or sell loan to make home improvements to their properties. It is administered by NeighborWorks Green Bay (under contract with the RDA) and is primarily funded through the City's HOME allocation. This is a very popular program with a current a waiting list of over 100 people.
- The ARPA funding would be used to fund the Energy Efficiency Grants and would be available to each loan recipient in hopes of extending the rehab project to include items that would provide energy savings to them after rehab. The loan recipient would be eligible for a grant of up to \$10,000 to be used for energy efficiency improvements at the home such as furnaces, water heaters, windows, doors etc. This subsidy would help the owner pay for items that would have a cost savings to the household by decreasing energy costs.
- The City has been administering an owner rehab loan program for over 30 years. It has been a very successful program that has allowed working families and elderly residents the ability to stay in their homes, thus providing housing security and a safe living environment. The additional grant dollars will ensure all needed repairs can be completed with essential energy efficiency improvements included in the project.
- These grant dollars will assist over 50 low income home owners in Green Bay.

CARW
enclosure

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100 North Jefferson Street, Room 608, Green Bay, Wisconsin 54301-5026
(p) 920.448.3400 (f) 920.448.3426 greenbaywi.gov

HOME IMPROVEMENT LOAN PROGRAM



The HOME Improvement Loan Program is a zero interest, deferred payment loan, designed to assist low- to moderate-income homeowners with upgrades to your homes without negatively impacting personal budgets.

HOME IMPROVEMENT LOAN PROGRAM

Eligible Upgrades:

- Exterior upgrades are the primary focus including roofs, siding, windows, doors, trim, porches, concrete, gutters, down spouts, and insulation
- Interior upgrades are eligible if exterior is up to code
- Electrical upgrades, plumbing upgrades, floors, kitchens, bathrooms, plaster, and painting
- Garages are eligible if home is entirely up to code

Eligibility:

To qualify, applicant must meet HUD income requirements:

Family Size	Max Income	Family Size	Max Income
1	\$45,200	5	\$69,750
2	\$51,650	6	\$74,900
3	\$58,100	7	\$80,050
4	\$64,550	8	\$85,250

- Owner-occupant must have owned the home for at least 5 years or have equivalent equity
- Loan amount is based on the homeowners available equity (up to 100% equity)
- All code violations must be corrected
- Must be current on property taxes
- Flood insurance is required if located in 100 year floodplain

Terms:

- Minimum loan \$2,000 / Maximum loan \$35,000
- Zero interest for the life of the loan
- Payments are deferred as long as you live in the home
- Personal guarantee required for all loans

Loan Applications:

- Applications are accepted year round
- All applications must be complete to be accepted
- Priority given to applicants living within CDBG eligible area
- Eligible applicants are taken on a first come first serve basis



Department of Community & Economic Development

100 North Jefferson Street • Green Bay, WI 54301-5026
920.448.3400

www.greenbaywi.gov

To apply, please contact the
NeighborWorks Green Bay
staff at: 920.448.3075



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

May 17, 2022

PREPARED BY**AGENDA ITEM # P.8**

To approve as amended. To amend the American Rescue Plan Act (ARPA) allocation within the Affordable Housing Development and Small Business Support category for Curb Appeal program for \$300,000 to mirror the Shipyard program with \$1,000 for landscaping, \$2,500 for structural, \$5,000 for site improvement and a minimum 25% match.

BACKGROUND

American Rescue Plan Act resolution was approved at council on 12/7/21.

RECOMMENDATION

Approval

FISCAL IMPACT**ATTACHMENTS**

- I. 3 ARPA - Curb Appeal \$300,000



Finance Department
100 North Jefferson Street - Room 105
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3020
Fax 920.448.3050

Memo

To: Finance Committee
Diana Ellenbecker, Finance Director

From: Susan House, Grant Administrator

Date:

Re: ARPA Requests- Revenue Replacement

The Finance Committee and Common Council have approved, on December 7, 2021, by resolution the following ARPA fund categories:

1. \$10,000,000 Capital Needs and Organizational Priorities
2. \$6,000,000 Affordable Housing Development and Small Business Support
3. \$3,000,000 Stormwater, Green Infrastructure, and Climate Resilience
4. \$2,000,000 Crime Prevention and Neighborhood Enhancement
5. \$1,500,000 Arts, Culture, and Tourism

The following requests are eligible, one (1) request from the Crime Prevention and Neighborhood Enhancement category and three (3) from the Affordable Housing Development and Small Business Support category. I recommend approving the requests individually.

Crime Prevention and Neighborhood Enhancement

Control #9-3-004 Neighborhood Association Support \$150,000.00

Project Summary: Partnership with GBN, (a non-profit organization that represents all 47 recognized neighborhood associations) provide funding to assist recognized neighborhood associations in building a safer community, enhancing neighborhoods, educating residents about important issues in the neighborhood and support residents who are struggling with COVID fatigue.

- \$15,000 for Competitive mini grants for bricks and mortar/special events projects- annual application

- \$20,000 for Operating grants for funding to help sustain neighborhood associations through newsletters creation and distribution, outreach and meeting expenses
- \$1,000 for Creation of a City Hall Academy, a learning experience where neighbors can sign up to learn how City Government works by attending meetings with various City departments
- \$9,000 for Crime Prevention grants, in partnership with the GBPD, funding creative ways to decrease neighborhood crime and set up crime prevention initiatives in neighborhoods
- \$5,000 for Neighborhood asset building- teaching neighborhood associations how to discover the human assets that exist in each neighborhood and to help find ways to increase diversity and inclusiveness in board representation and event attendance.

Project Outcomes: Decrease in crime, diverse and supportive neighborhoods. Over 75,000 residents are within recognized neighborhood association boundaries.

Recurring Costs: When ARPA funds are depleted, the nonprofit Green Bay Neighborhoods (GBN) will still have a pool of privately raised dollars to provide limited support of neighborhood associations

Recommendation: Motion to approve request 9-3-004, Neighborhood Association Support project, from the Crime Prevention and Neighborhood Enhancement category for \$150,000.

Affordable Housing Development and Small Business Support

Control #5-2-201 Energy Efficiency Grants \$500,000.00

Project Summary: The Energy Efficiency Grants are added as a rider to loans provided under the Home Improvement Loan Program HILP. HILP Program offers property owners at or below 80% of median income, an interest free, pay it back when you move or sell loan to make home improvements to their properties. It is administered by NeighborWorks Green Bay and is primarily funded through the City's HOME allocation. The ARPA funding would be used to subsidize each loan. The owner would be eligible for a grant of up to \$10,000 to be used for energy efficiency improvements at the home such as furnaces, water heaters, windows, doors etc.

- The City has been administering an owner rehab loan program for over 30 years. It has been a very successful program that has allowed

working families and elderly residents the ability to stay in their homes, thus providing housing security and a safe living environment.

- The additional grant dollars will ensure all needed repairs can be completed with essential energy efficiency improvements included in the project.

Project Outcomes: The HILP program is very popular with a current a waiting list of over 100 people. These grant dollars will assist over 50 low income homeowners in Green Bay. This subsidy would help the owner pay for items that would have a cost savings to the household by decreasing energy costs.

Recurring Costs: Once ARPA funding is exhausted, the HILP Program will still exist funded solely by HUD HOME and CDBG funding

Recommendation: Motion to approve request 5-2-201, Energy Efficiency Grants Program project, from the Affordable Housing Development and Small Business Support for \$500,000.

Control #5-2-202 Curb Appeal \$300,000.00

Project Summary: The Curb Appeal Program is a program set up for property owners to complete exterior improvements to their properties, specifically items that aren't eligible under the City's HOME funded rehab programs.

- This is a program that provides a grant of up to \$7,500 to cover the cost of exterior repairs.
- Historically, the average curb appeal grant has been \$4,000. Staff has packaged 29 of these grants in the past. Based on this average \$4,000 grant, 75 properties would be improved.
- This program would operate within the eligible Qualified Census Tracts only

Project Outcomes: Providing this grant allows the owners to have a funding resource to make these exterior improvements, thus improving the overall beautification of the neighborhood, 75 properties would be improved.

Recurring Costs: None

Recommendation: Motion to approve request 5-2-202, Curb Appeal project, from the Affordable Housing Development and Small Business Support category for \$300,000.

Control #5-2-203 Great to be Home! \$500,000.00

Project Summary: Great Being Home is a homeownership program serving employees of participating Green Bay employers. Eligible buyers will receive a \$5,000 grant in addition to other assistance programs for which they may qualify (up to \$10,000) Staff worked with our outside partners, NeighborWorks Green Bay and the Greater Green Bay Chamber of Commerce (Housing Committee) to craft this program. Great Being Home will help employers attract and retain talent, increase awareness and resources for homeownership among local employees, increase homeownership rates within the City, and strengthen neighborhoods. If fully funded, 100 buyers would be assisted in purchasing homes in Green Bay.

Project Outcomes: If fully funded, 100 buyers would be assisted in purchasing homes in Green Bay.

Recurring Costs: When ARPA funding is exhausted, there will still be a pool of funding available from donations made by businesses and Federal and State funding available.

Recommendation: Motion to approve request 5-2-203, Great to be Home project, from the Affordable Housing Development and Small Business Support category for \$500,000.

Total of Projects:

May 10, 2022 Requests

Crime Prevention/ Neighborhood Enhancement Remaining
Balance

\$1,689,340.80

9-3-004 Neighborhood Association Support

\$150,000.00

Remaining Balance

\$1,539,340.80

Affordable Housing Development & Small Business Support
Remaining Balance

\$4,885,000.00

5-2-201 Home Improvement Loan Program

\$500,000.00

5-2-202 Curb Appeal Program

\$300,000.00

5-2-203 Great to be Home! Program

\$500,000.00

	Remaining Balance	<u>\$3,585,000.00</u>
ARPA Grant Award		\$23,695,516.00
ARPA Grant Amount Received		\$11,847,758.00

Approved Projects

3-2-001	Administrative Expenses	\$200,000.00
10-6-001	One Time Expenses FY22	\$655,000.00
9-2-007	NIBIN	\$188,358.00
9-1-008	Recruit/ Retain	\$88,000.00
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12-3-001	Shot Detection System	\$0.00
7-5-001	Rain Barrel/ Rain Garden	\$60,000.00
5-5-001	E. Seymour Park Stormwater	\$1,000,000.00
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2-7-008	Audio Upgrades	\$29,440.83
<u>1-4-004</u>	<u>Pandemic Pay</u>	<u>\$38,811.00</u>
		\$5,466,227.28

Proposed Projects

9-3-004	Neighborhood Assoc Support	\$150,000.00
5-2-001	Energy Efficiency Grants	\$500,000.00
5-2-202	Curb Appeal	\$300,000.00
5-2-203	Great to be Home!	\$500,000.00

Proposed Remaining Unobligated Balance \$4,931,530.72



City of Green Bay
Department of Community and Economic Development

MEMORANDUM

TO: Finance Committee

FROM: Cheryl Renier-Wigg, Deputy Community & Economic Development Director

RE: Recommended ARPA Allocations (Affordable Housing Development)
Curb Appeal Program

DATE: May 5, 2022

Staff is seeking approval for ARPA funding for the below described housing program.

Affordable Housing Development \$300,000

I. Curb Appeal Program (\$100,000 a year for 3 years)

- The Curb Appeal Program is a program set up for property owners to complete exterior improvements to their properties, specifically items that aren't eligible under the City's HOME funded rehab programs. Staff discovered that there were a number of properties in our older neighborhoods that were in good shape, but had overgrown or missing landscaping, gravel driveways, dying trees and minor exterior repair issues that needed correction. Providing this grant allows the owners to have a funding resource to make these exterior improvements, thus improving the overall beautification of the neighborhood.
- This is a program that provides a grant of up to \$7,500 to cover the cost of exterior improvements.
- Historically, the average curb appeal grant has been \$4,000. Staff has packaged 29 of these grants in the past. Based on this average \$4,000 grant, 75 properties would be improved.
- This program would operate within the eligible Qualified Census Tracts only
- It would be administered by Community and Economic Development Staff

CARW
enclosure



CURB APPEAL GRANT PROGRAM
Department of Community and Economic Development
100 N. Jefferson Street, Room 608
Green Bay, WI 54301



PROGRAM GUIDELINES

The City of Green Bay Curb Appeal Program is an assistance program for property owners to improve the appearance and quality of their property and enhance neighborhood aesthetic appeal.

PROGRAM OBJECTIVES

1. To assist in overall revitalization and improvement of a property's appearance and image.
2. To help raise and improve the value of housing within the defined neighborhood.
3. To help provide property owners in the defined neighborhoods resources to make improvements to the exterior of their homes and their property.
4. To help leverage larger improvement projects and investment that may not otherwise take place.
5. To create a positive influence on surrounding properties and encourage further investment by neighboring and nearby property owners.

PROGRAM OVERVIEW/APPLICABILITY

The Curb Appeal Program provides a grant as an incentive to property owners to enhance the exterior appearance / "curb appeal" of their property. The program is available to owners of residentially used owner-occupied or rental properties within the qualified census tract area. Participants in the program can receive a grant of up to a maximum of \$7500.

ELIGIBLE GRANT PROJECTS/EXPENDITURES

Items/projects that are eligible for reimbursement fall under three grant categories:

LANDSCAPING CATEGORY

Eligible Projects (must be visible from the public sidewalk or right of way):

1. Lawns
2. Landscape beds or planter areas
3. Tree and/or shrub maintenance or installation

Eligible Items for reimbursement for landscaping:

1. Soil, mulch, sod, landscape stone or another groundcover
2. Flowers, shrubs, bushes, trees, or other vegetation
3. Landscape fabric, edging, and pavers
4. Other items may be eligible for reimbursement upon approval of the Program Coordinator

EXTERIOR BUILDING/STRUCTURE REHABILITATION CATEGORY

Painting/Staining

Eligible Painting/Staining Projects (must be visible from the public sidewalk or right of way):

1. Exterior washing of the primary building
2. Exterior painting of the primary building
3. Exterior painting of a detached garage or accessory building
4. Painting or staining of porches, decks or fences
5. Other projects may be eligible upon approval of the Program Coordinator

Eligible Items for reimbursement for painting/staining projects:

1. Lead-based paint testing/remediation
2. Exterior paint/primer/stain
3. Brushes, rollers, scrapers or cleaners to remove existing paint
4. Painting tape, drop cloths and paint pans
5. Other items may be eligible upon approval of the Program Coordinator

Exterior Building/Structure Rehabilitation

Any material required to complete the exterior rehabilitation project that was included within the approved application. This does not include tools such as ladders, nail guns, etc.

Eligible Building Rehabilitation Projects (must be visible from the public sidewalk or right of way):

1. Roofing and/or siding repair of the primary building, detached garage, or accessory building
2. Tuck-pointing, masonry repair or reconstruction of the primary building, detached garages, existing masonry walls, or accessory structures
3. Repair or replacement of features on the primary building, detached garage, or accessory building including, but not limited to, the following:
 - Windows, doors and trim
 - Lighting
 - Gutters, soffit and fascia
 - Porches and/or decks, including railings and steps
4. Other projects may be eligible for reimbursement upon approval of the Program Coordinator.

SITE IMPROVEMENTS CATEGORY

Any material required to complete the site improvement that was stated on the approved application. This does not include tools such as ladders, nail guns, etc.

1. Repair, reconstruction, removal, or installation of private walks, including masonry steps
2. Repair, reconstruction, removal, or installation of driveways/driveway aprons
3. Repair, reconstruction, removal, or installation of fencing

***LABOR**

Only professional labor can be claimed for reimbursement. Professional labor is someone other than the property owner/applicant who is trained and engaged in such work for a career. Professional labor is required to have a Wisconsin Builders License and be lead certified (if applicable). An invoice from an established professional detailing the work performed/completed and that indicates the invoice has been "Paid in Full" is required in order to be considered for reimbursement.

ADMINISTRATION

The Department of Community and Economic Development will administer the Curb Appeal Program. Representatives can be reached at the Department of Community and Economic Development, 100 North Jefferson Street, Room 608, Green Bay, WI 54301-5026 / 920-448-3400 / www.greenbaywi.gov.

PROGRAM ELIGIBILITY

This program is available to:

1. Residentially used owner-occupied or rental property within the Qualified Census Tract area.
2. All projects must be visible from public sidewalk and/or street right-of-way (typically within the front or side yards).

INELIGIBLE PROPERTIES

A property which has any of the following conditions is ineligible:

1. Not located within the limits of the Qualified Census Tract area.
2. Owner owes the City of Green Bay any money or debt such as delinquent property taxes and/or outstanding citations. This does not include loan balances associated with other City programs.
3. Owner has an open Correction Notice. Applications that are submitted for projects that will close a Correction Notice will be considered on a case-by-case basis.
4. Property that has received Curb Appeal Grant Program funds within any of the three categories are not eligible for another grant within the same category for a minimum of 12 months.
5. Properties owned by a current elected official of the City of Green Bay or by a government entity.

GRANT GUIDELINES

1. Applicants must submit a completed application packet including “before” photos, prior to any work being completed to be considered for a Curb Appeal Grant Program.
2. The Curb Appeal Grant Program is for the most part a reimbursement grant. The applicant is required to pay all expenses related to their approved project and then submit for reimbursement from the city. At the discretion of the Program Coordinator, payment directly to professional contractors from the City may be applicable if the participant is low to moderate income.
3. For any painting or staining projects applicants are required to remove peeling paint and prime surfaces prior to painting or staining. Photo documentation of finished prep work is required. *Be aware lead-based paint testing/remediation may be required but is an eligible for reimbursement.
4. Owner agrees to obtain all necessary approvals and permits, at owners’ expense if needed.
5. All work must meet local, state, and national standards and regulations.
6. All project participants will receive the EPA brochure “Protect Your Family from Lead in Your Home” and “The Lead Safe Certified Guide to Renovate Right”.

INELIGIBLE GRANT EXPENDITURES

Items/projects that are NOT eligible for reimbursement under the Curb Appeal Grant Program include, but are not limited to, the following:

1. Any item that is not visible from the public sidewalk or right of way
2. Any interior projects to the primary building, detached garage, or accessory buildings
3. Rental companies may not use this program to reimburse their own staff's labor expenses to complete their projects. Must be an outside contractor
4. Materials that have been purchased or projects that are started or underway prior to issuance of a signed Contract for Services and Grant Award Letter by the Curb Appeal Grant Program Coordinator
5. Owner, owner's family or owner's employees labor costs

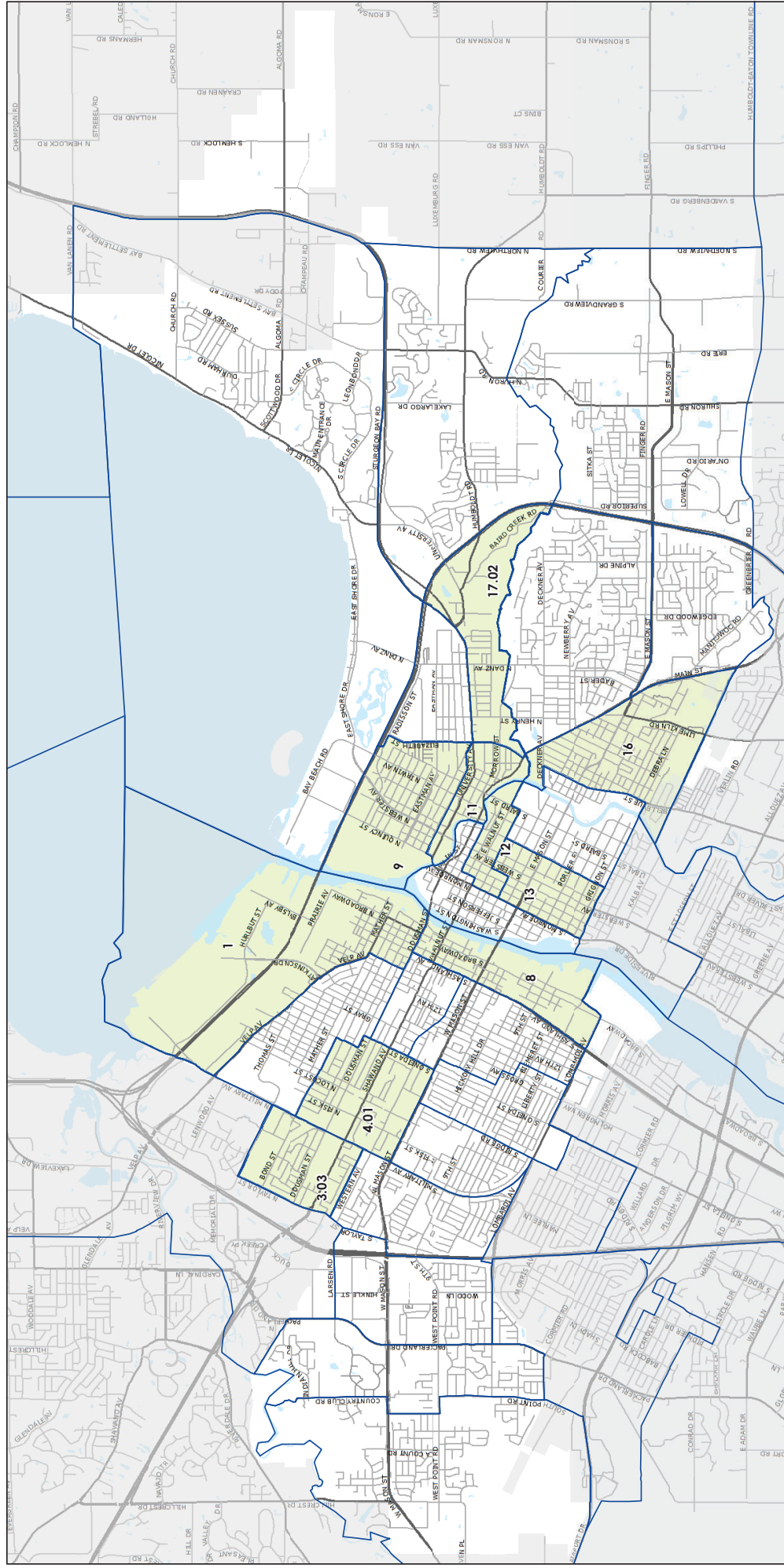
APPLICATION

1. All applicants must submit a complete application to be considered for a Curb Appeal Grant Program. A complete application includes:
 - a. A completed Pre-Documentation Form. This Form must include an itemized description of the proposed project and an estimated cost for each item. Any item not listed will not be considered for reimbursement. If the project is being completed by a contractor, a signed copy of their estimate to complete the work must be attached.
 - b. Before photos of the proposed project. Applications will not be considered if before photos are not submitted.
 - c. A complete W-9 Form. A W-9 form must be submitted to be eligible for the program. This form is required to process reimbursement requests.
2. Once the application is considered complete, the Program Coordinator will review the application to ensure that the proposed project(s) is/are eligible under the Program's guidelines.
3. If the application meets program requirements, the Program Coordinator determines the amount of award, based on the estimated cost, grant caps, and required fund match.
4. An award letter will be sent to the applicant informing them that their application has been approved and indicating the estimated amount to be awarded. The applicant has twelve (12) months to complete the project(s).

REIMBURSEMENT

To receive reimbursement for completed projects the applicant must submit the following:

1. A completed Final Reimbursement Form/Worksheet. This Form must include a description of the proposed project(s) and the actual cost for each project. Any items not listed on the Pre-Documentation Form will not be considered for reimbursement.
2. Copies of receipts/paid invoices showing proof of purchase of the approved/completed items/materials for each project. The applicant is required to mark on their receipts which item(s) is/are being requested for reimbursement and what project they were for.
3. Final photo documentation of the completed project. ("After" Photos)
4. After the applicant submits all the required information for reimbursement, the Program Coordinator reviews all information submitted to ensure it is eligible for reimbursement. The Program Coordinator also reviews the applicant's requested reimbursement amount to make sure the correct amount is stated on the form.
5. Once it is determined the request is complete, the Reimbursement Form and all receipts and/or paid invoices are forwarded to the City of Green Bay's Finance Department for reimbursement back to the participant/applicant.



City of Green Bay Qualified Census Tracts

Source: 2022 IRS Section 42(d)(5)(B) Qualified Census Tract

Low-Income Housing Tax Credit Qualified Census Tracts must have 50% of households with incomes below 60 percent of the Area Median Gross Income (AMGI) or have a poverty rate of 25% or more.

Legend

- Census Tract
- Qualified Census Tract

This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development, E.R. 21 Jan 2022 X:\Planning\Work Order Requests\2022\22.01 Office Maps\CensusTracts.mxd

CURB APPEAL GRANT PROGRAM

Program Mission:

The Curb Appeal program is a grant program designed to assist property owners with funding projects that improve the exterior appearance of their property as viewed from the street.



Department of Community & Economic Development

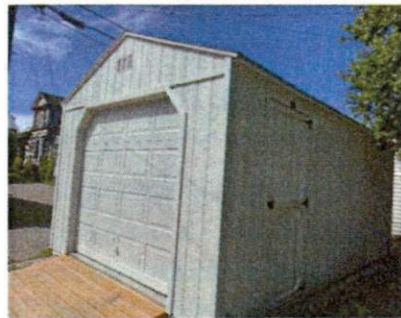
100 North Jefferson Street • Green Bay, WI 54301-5026
920.448.3300

www.greenbaywi.gov

CURB APPEAL GRANT PROGRAM

Program Eligibility:

- Owner of a residential or rental property
- Project must be visible from the public sidewalk/street
- Project includes:
 1. Landscaping
 2. Exterior Structural Rehabilitation
 3. Site Improvement



Other Relevant Information:

- Grant will reimburse eligible project costs up to \$7,500 maximum grant amount
- Reimbursement Grant. Recipient required to pay all expenses of approved project up front and be reimbursed when complete
- All work must meet local, state and federal regulations
- Recipient is responsible for all costs associated with approval and permits
- Total grant funds are limited. Program is administered on a first-come first-served basis

To apply, please contact the
City's Economic Development staff at:
920.448.3300



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # P.9

To approve the American Rescue Plan Act (ARPA) allocation within the Affordable Housing Development and Small Business Support category for Great to be Home! program for \$500,000.

BACKGROUND

American Rescue Plan Act resolution was approved at council on 12/7/21.

RECOMMENDATION

Approval

FISCAL IMPACT

ATTACHMENTS

- I. 4 ARPA - Great to be home \$500,000



Finance Department
100 North Jefferson Street - Room 105
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3020
Fax 920.448.3050

Memo

To: Finance Committee
Diana Ellenbecker, Finance Director

From: Susan House, Grant Administrator

Date:

Re: ARPA Requests- Revenue Replacement

The Finance Committee and Common Council have approved, on December 7, 2021, by resolution the following ARPA fund categories:

1. \$10,000,000 Capital Needs and Organizational Priorities
2. \$6,000,000 Affordable Housing Development and Small Business Support
3. \$3,000,000 Stormwater, Green Infrastructure, and Climate Resilience
4. \$2,000,000 Crime Prevention and Neighborhood Enhancement
5. \$1,500,000 Arts, Culture, and Tourism

The following requests are eligible, one (1) request from the Crime Prevention and Neighborhood Enhancement category and three (3) from the Affordable Housing Development and Small Business Support category. I recommend approving the requests individually.

Crime Prevention and Neighborhood Enhancement

Control #9-3-004 Neighborhood Association Support \$150,000.00

Project Summary: Partnership with GBN, (a non-profit organization that represents all 47 recognized neighborhood associations) provide funding to assist recognized neighborhood associations in building a safer community, enhancing neighborhoods, educating residents about important issues in the neighborhood and support residents who are struggling with COVID fatigue.

- \$15,000 for Competitive mini grants for bricks and mortar/special events projects- annual application

- \$20,000 for Operating grants for funding to help sustain neighborhood associations through newsletters creation and distribution, outreach and meeting expenses
- \$1,000 for Creation of a City Hall Academy, a learning experience where neighbors can sign up to learn how City Government works by attending meetings with various City departments
- \$9,000 for Crime Prevention grants, in partnership with the GBPD, funding creative ways to decrease neighborhood crime and set up crime prevention initiatives in neighborhoods
- \$5,000 for Neighborhood asset building- teaching neighborhood associations how to discover the human assets that exist in each neighborhood and to help find ways to increase diversity and inclusiveness in board representation and event attendance.

Project Outcomes: Decrease in crime, diverse and supportive neighborhoods. Over 75,000 residents are within recognized neighborhood association boundaries.

Recurring Costs: When ARPA funds are depleted, the nonprofit Green Bay Neighborhoods (GBN) will still have a pool of privately raised dollars to provide limited support of neighborhood associations

Recommendation: Motion to approve request 9-3-004, Neighborhood Association Support project, from the Crime Prevention and Neighborhood Enhancement category for \$150,000.

Affordable Housing Development and Small Business Support

Control #5-2-201 Energy Efficiency Grants \$500,000.00

Project Summary: The Energy Efficiency Grants are added as a rider to loans provided under the Home Improvement Loan Program HILP. HILP Program offers property owners at or below 80% of median income, an interest free, pay it back when you move or sell loan to make home improvements to their properties. It is administered by NeighborWorks Green Bay and is primarily funded through the City's HOME allocation. The ARPA funding would be used to subsidize each loan. The owner would be eligible for a grant of up to \$10,000 to be used for energy efficiency improvements at the home such as furnaces, water heaters, windows, doors etc.

- The City has been administering an owner rehab loan program for over 30 years. It has been a very successful program that has allowed

working families and elderly residents the ability to stay in their homes, thus providing housing security and a safe living environment.

- The additional grant dollars will ensure all needed repairs can be completed with essential energy efficiency improvements included in the project.

Project Outcomes: The HILP program is very popular with a current a waiting list of over 100 people. These grant dollars will assist over 50 low income homeowners in Green Bay. This subsidy would help the owner pay for items that would have a cost savings to the household by decreasing energy costs.

Recurring Costs: Once ARPA funding is exhausted, the HILP Program will still exist funded solely by HUD HOME and CDBG funding

Recommendation: Motion to approve request 5-2-201, Energy Efficiency Grants Program project, from the Affordable Housing Development and Small Business Support for \$500,000.

Control #5-2-202 Curb Appeal \$300,000.00

Project Summary: The Curb Appeal Program is a program set up for property owners to complete exterior improvements to their properties, specifically items that aren't eligible under the City's HOME funded rehab programs.

- This is a program that provides a grant of up to \$7,500 to cover the cost of exterior repairs.
- Historically, the average curb appeal grant has been \$4,000. Staff has packaged 29 of these grants in the past. Based on this average \$4,000 grant, 75 properties would be improved.
- This program would operate within the eligible Qualified Census Tracts only

Project Outcomes: Providing this grant allows the owners to have a funding resource to make these exterior improvements, thus improving the overall beautification of the neighborhood, 75 properties would be improved.

Recurring Costs: None

Recommendation: Motion to approve request 5-2-202, Curb Appeal project, from the Affordable Housing Development and Small Business Support category for \$300,000.

Control #5-2-203 Great to be Home! \$500,000.00

Project Summary: Great Being Home is a homeownership program serving employees of participating Green Bay employers. Eligible buyers will receive a \$5,000 grant in addition to other assistance programs for which they may qualify (up to \$10,000) Staff worked with our outside partners, NeighborWorks Green Bay and the Greater Green Bay Chamber of Commerce (Housing Committee) to craft this program. Great Being Home will help employers attract and retain talent, increase awareness and resources for homeownership among local employees, increase homeownership rates within the City, and strengthen neighborhoods. If fully funded, 100 buyers would be assisted in purchasing homes in Green Bay.

Project Outcomes: If fully funded, 100 buyers would be assisted in purchasing homes in Green Bay.

Recurring Costs: When ARPA funding is exhausted, there will still be a pool of funding available from donations made by businesses and Federal and State funding available.

Recommendation: Motion to approve request 5-2-203, Great to be Home project, from the Affordable Housing Development and Small Business Support category for \$500,000.

Total of Projects:

May 10, 2022 Requests		
Crime Prevention/ Neighborhood Enhancement Remaining Balance		\$1,689,340.80
9-3-004 Neighborhood Association Support	\$150,000.00	
	Remaining Balance	<u>\$1,539,340.80</u>
Affordable Housing Development & Small Business Support Remaining Balance		\$4,885,000.00
5-2-201 Home Improvement Loan Program	\$500,000.00	
5-2-202 Curb Appeal Program	\$300,000.00	
5-2-203 Great to be Home! Program	\$500,000.00	

	Remaining Balance	<u>\$3,585,000.00</u>
ARPA Grant Award		\$23,695,516.00
ARPA Grant Amount Received		\$11,847,758.00

Approved Projects

3-2-001	Administrative Expenses	\$200,000.00
10-6-001	One Time Expenses FY22	\$655,000.00
9-2-007	NIBIN	\$188,358.00
9-1-008	Recruit/ Retain	\$88,000.00
9-2-009	Lot Cop	\$40,000.00
12-3-001	Shot Detection System	\$0.00
7-5-001	Rain Barrel/ Rain Garden	\$60,000.00
5-5-001	E. Seymour Park Stormwater	\$1,000,000.00
2-6-001	Roads	\$1,500,000.00
2-3-002	Body-worn Cameras	\$307,316.25
2-2-003	City Façade Project	\$1,000,000.00
2-2-004	Blueprint Business Accelerator	\$40,000.00
2-2-005	Farmers Markets	\$75,000.00
2-2-006	Tourism Grants	\$250,000.00
2-7-008	Audio Upgrades	\$29,440.83
<u>1-4-004</u>	<u>Pandemic Pay</u>	<u>\$38,811.00</u>
		\$5,466,227.28

Proposed Projects

9-3-004	Neighborhood Assoc Support	\$150,000.00
5-2-001	Energy Efficiency Grants	\$500,000.00
5-2-202	Curb Appeal	\$300,000.00
5-2-203	Great to be Home!	\$500,000.00

Proposed Remaining Unobligated Balance \$4,931,530.72



City of Green Bay
Department of Community and Economic Development

MEMORANDUM

TO: Finance Committee

FROM: Cheryl Renier-Wigg, Deputy Community & Economic Development Director

RE: Recommended ARPA Allocations (Affordable Housing Development)
Great Being Home Down-payment Assistance Program

DATE: May 5, 2022

Staff is seeking approval for ARPA funding for the below described housing programs.

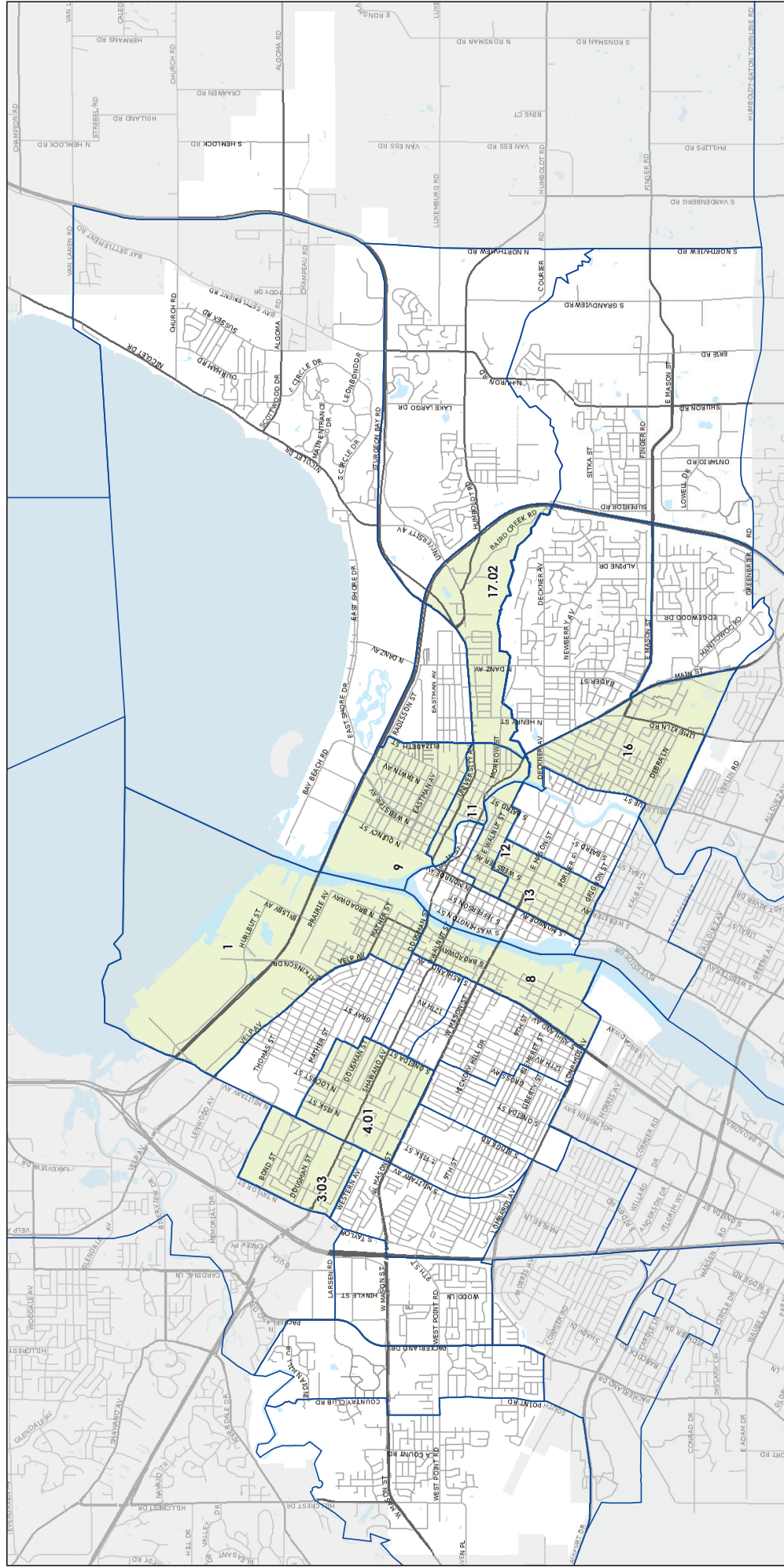
Affordable Housing Development \$500,000

Great Being Home Down-payment Assistance Program (\$ 500,000) over a 3 year timeline

Great Being Home is a homeownership program serving employees of participating Green Bay employers. Eligible buyers will receive a \$5,000 grant in addition to other assistance programs for which they may qualify (up to \$10,000) Staff worked with our outside partners, NeighborWorks Green Bay and the Greater Green Bay Chamber of Commerce (Housing Committee) to craft this program. Great Being Home will help employers attract and retain talent, increase awareness and resources for homeownership among local employees, increase homeownership rates within the City, and strengthen neighborhoods. The City of Green Bay is currently under contract with NeighborWorks Green Bay to provide down-payment assistance under the City's HOME Program. We would continue to use NWGB to administer this program along with the HOME funded program. We will also continue to work with the Chamber of Commerce in attracting larger employers to participate in this program by making a donation on behalf of their employees. If fully funded, 100 buyers would be assisted in purchasing homes in Green Bay.

- Eligible buyers include:
 - Employees of the City of Green Bay
 - Employees of Green Bay headquartered non-profits and businesses with 25 or fewer employees
 - Employees of larger employers who contribute to the Great Being Home Program
- Requirements of the Program
 - Applicants must complete pre-purchase education and counseling provided by NeighborWorks Green Bay and comply with other program requirements prior to receiving assistance.
 - Grants may be used for down-payment and closing costs assistance and to fund home repairs needed to be completed prior to closing
 - Purchased homes can be existing or new construction and can be 1-2 units
 - Purchased home must be owner occupied and serve as the primary residence of the buyer
 - Purchased homes must be located within the City of Green Bay
 - For buyers above 80% of median income, purchased homes must be in a Qualified Census Tract

CARW
enclosure



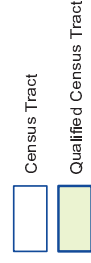
City of Green Bay Qualified Census Tracts

Source: 2022 IRS Section 42(d)(5)(B) Qualified Census Tract

Low-Income Housing Tax Credit Qualified Census Tracts must have 50% of households with incomes below 60 percent of the Area Median Gross Income (AMGI) or have a poverty rate of 25% or more.



Legend



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Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # P.10

To approve a name change to the American Rescue Plan Act (ARPA) allocation within the Affordable Housing Development and Small Business Support category for the Accelerator program for \$40,000 approved by Common Council in February 2022.

BACKGROUND

RECOMMENDATION

Approve

FISCAL IMPACT

ATTACHMENTS

- I. 5 ARPA Finance Cmte Accelerator Memo



Finance Department
100 North Jefferson Street - Room 105
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3020
Fax 920.448.3050

Memo

To: Finance Committee
Diana Ellenbecker, Finance Director

From: Susan House, Grant Administrator

Date: May 9, 2022

Re: ARPA Requests- Changes to 2-2-004 Accelerator Program

The following request, 2-2-004 Green Bay Area Chamber of Commerce (GBACC) Blueprint business Accelerator Program was approved in February 2022 by the Finance Committee and the Common Council. This request is for adjustments in the program, I recommend approving the request.

Adjustment of the Blueprint Accelerator (which already passed council) but due to changing of contracts, the language needs to be amended to provide that flexibility.

- **New Language** (We recognize in the entrepreneurial ecosystem that needs are ever changing. This would help us with the flexibility to contract with the appropriate people to meet market demands over the course of time. We will still always offer an accelerator program. The name may need to fluctuate.)

Recommendation: Approve request 2-2-004 Accelerator Program project name changes.

Attachment: ORIGINAL REQUEST

2-2-004 Blueprint Business Accelerator \$40,000

Project Summary: The Blueprint Green Bay is an accelerator program located in the Urban Hub and operated by the Green Bay Area Chamber of Commerce that provides entrepreneurs of color, female and veteran-owned businesses and startups in the Green Bay area with mentorship, technology training and the opportunity to secure seed funding via two focused cohorts (an idea session and a market validation session).

Project Outcomes:

- Funds go to directly supporting business startups that will hopefully end up growing here in Green Bay.
- The program provides technical and financial support to entrepreneurs and small business owners that might not otherwise have been able to find assistance.
- The program successfully operated by the Chamber of Commerce and has no immediate or long-term staffing or cost demands on the City beyond the sponsorship.
- Investment in this program by the City is leveraged several times over by private sector investment.
- The program fills a need for business startups that do not qualify for assistance in the Titledown Tech.
- The program attracts business interest and investment from outside of Green Bay.
- Meets the small business assistance national objectives of ARPA funding.

Reoccurring costs: None

Recommendation: Approve request 2-2-004 Blueprint Accelerator Program project for \$40,000 from the Affordable Housing Development and Small Business Support category.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # P.II

To approve the American Rescue Plan Act (ARPA) allocation within the Affordable Housing Development and Small Business Support category for Homelessness Blueprint Staff for \$90,000.

BACKGROUND

RECOMMENDATION

Approve

FISCAL IMPACT

ATTACHMENTS

- I. 6 ARPA Homelessness blueprint Greater GB Community foundation staff position



Finance Department
100 North Jefferson Street - Room 105
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3020
Fax 920.448.3050

Memo

To: Finance Committee
Diana Ellenbecker, Finance Director

From: Susan House, Grant Administrator

Date: May 9, 2022

Re: ARPA Requests- GBACC Homelessness and Micro Business support

The Finance Committee and Common Council have approved, on December 7, 2021, by resolution the following ARPA fund categories:

1. \$10,000,000 Capital Needs and Organizational Priorities
2. \$6,000,000 Affordable Housing Development and Small Business Support
3. \$3,000,000 Stormwater, Green Infrastructure, and Climate Resilience
4. \$2,000,000 Crime Prevention and Neighborhood Enhancement
5. \$1,500,000 Arts, Culture, and Tourism

The following requests are eligible from the Affordable Housing Development and Small Business Support category. I recommend approving the requests individually.

Affordable Housing Development and Small Business Support

2-2-004 Homelessness Blueprint Staff \$90,000

Project Summary: Funding for a staff person to implements the preventing homelessness blueprint, which would be managements by the Greater Green Bay Community Foundation (Attached the Report and Job Description)

Project Outcomes: Reduction in homelessness within the City.

Reoccurring costs: None

Recommendation: Approve request 5-1-204 Homelessness Blueprint Staff project for \$90,000 from the Affordable Housing Development and Small Business Support category.

9-2-214

GBACC Micro Business Staff

\$180,000

Project Summary: Funding for a staff person that engages small and micro businesses of color over 3 years implemented by the Chamber of Commerce (Description Attached)

Project Outcomes: Support micro business

Reoccurring costs: None

Recommendation: Approve request 9-2-214 GBACC Microbusiness Staff project for \$180,000 from the Affordable Housing Development and Small Business Support category.

Greater Green Bay Regional Council to Prevent and End Homelessness and Housing Insecurity

Description and Charter

Purpose

The Greater Green Bay Regional Council to Prevent and End Homelessness and Housing Insecurity is charged with providing vision, direction, and advocacy on the implementation of the community's collaborative workplan known as the Greater Green Bay Blueprint to Prevent and End Homelessness.

Duties

- 1) Provide vision, direction, and advocacy for the implementation of the Greater Green Bay Blueprint to Prevent and End Homelessness
- 2) Meet quarterly to receive and review updates from the Blueprint Implementation Director on progress, challenges, and opportunities provided by the implementation team. Offer counsel, problem solving and barrier busting when needed.
- 3) Identify measures to be included in community wide dashboards, data tracking, and implementation progress towards the goal of preventing homelessness whenever possible, and otherwise making it rare, brief, and non-recurring.
- 4) Help identify resources to ensure successful implementation of the Greater Green Bay Blueprint to Prevent and End Homelessness, including sufficient staff time to carry out the actions contained within the document.
- 5) Make decisions necessary to facilitate the execution of a community-wide communications plan, informing the larger community about issues related to homelessness and housing insecurity.

Membership

The council will be made up of community members representing a variety of institutions and perspectives, including, but not limited to Brown County, the City of Green Bay, Brown County Homeless & Housing Coalition, Green Bay Police Dept., Local Housing Authorities, the Brown County District Attorney, members of the philanthropic community, the Bay Area Workforce Development Board, New North Inc., Regional WHEDA staff, local Chambers of Commerce and other organizations or individuals who might help advance implementation of the Greater Green Bay Blueprint To Prevent And End Homelessness.

Membership Responsibilities

Community members participating on the Greater Green Bay Regional Council to Prevent & End Homelessness are responsible for:

- 1) Attending regularly scheduled meetings
- 2) Contributing to the work of the regional council
- 3) Respecting all other council members and their contributions
- 4) Serving as leading advocates for the tools and strategies deployed by the Greater Green Bay Blueprint to Prevent and End Homelessness

Meeting Schedule

Quarterly: January, April, July and October of each calendar year

*Other meetings as determined necessary by the Regional Council

Title: Blueprint Implementation Project Director

Reports to: Regional Council to Prevent and End Homelessness

Status: Full-time, three-year limited-term independent contracted employee

Location: Greater Green Bay Community Foundation Collective Impact Office in Green Bay, WI

Project Focus:

Urgent issues of homelessness and the growing need for supportive housing in the Greater Green Bay Region led the Greater Green Bay Community Foundation, Brown County United Way, City of Green Bay, Brown County, and Brown County Homeless & Housing Coalition to form the Greater Green Bay Community Housing Initiative Task Force to collaborate with our community for the purpose of identifying and activating coordinated solutions to address homelessness and housing insecurity.

The Task Force engaged the Corporation for Supportive Housing (CSH), a national leader in advancing collaborative community-wide housing solutions, to work across sectors, identify gaps and facilitate the development of an actionable [blueprint](#) to prevent and end housing insecurity within our community. Implementation of this blueprint will foster collaboration and guide solutions in which all members of the community can actively engage. Positive outcomes of this work will be helping our community build an environment to end homelessness.

Position Summary:

The Blueprint Implementation Project Director will work with the Regional Council, lead the implementation team, and facilitate action groups.

The Project Director will:

- Map existing efforts that overlap with the tasks in the blueprint, creating an efficient and effective path forward.
- Manage efforts to implement the recommendations and actions set forth in the blueprint and be responsible for keeping the implementation process on track.
- Provide leadership and structure for monthly and quarterly meetings to support implementation on a day-to-day basis.
- Ensure creation of a data dashboard or other reporting structures that track progress across workgroups.
- Create feedback mechanisms with providers, front-line staff, and people with lived experience to keep apprised of changing realities and add or change recommendations and actions as the work moves forward.

Specific Responsibilities:

Blueprint Management (50%)

- Provide leadership during the implementation of the blueprint strategies and actions, including establishing processes, workflows, connections between partners, project goals, benchmarks, and oversight of the project blueprint.
- Support workgroup members to ensure successful accomplishment of the blueprint goals with refinement and revisions as needed.
- Develop feedback mechanisms to iterate and refine blueprint goals throughout the duration of the blueprint implementation.
- Facilitate collaborative planning activities across blueprint workgroups.
- Support blueprint collaborators as appropriate.
- Ensure measurable action around blueprint strategies and goals.

Integration within Coalition (25%)

- Serve as a liaison between the Regional Council to Prevent and End Homelessness and the Brown County Homeless & Housing Coalition.
- Work closely with the Brown County Homeless & Housing Coalition leadership team to facilitate work as defined by the blueprint and ongoing recommendations of committees.
- As needed, oversee and project manage special initiatives of the coalition that advance the strategies and goals of this blueprint.

Administration and Other Activities (25%)

- Provide scheduled updates and reports on blueprint implementation progress to the blueprint's Regional Council to Prevent and End Homelessness.
- Develop appropriate reporting mechanisms to keep the Regional Council, Coalition, and community aware of implementation progress.
- Serve as main point of contact in communication, both written and verbal, with stakeholders, media and others as needed.
- Lead planning of events and other activities related to the implementation of the blueprint.

Qualifications:

The successful candidate will possess a demonstrated commitment to preventing and ending issues related to housing insecurity and should possess the following characteristics:

- A minimum of three years of experience in the field of social services. Previous experience working within the realm of housing-related issues is a benefit.
- Previous experience and training with trauma-informed practices or a willingness to develop an understanding of trauma-informed practices via sponsored training opportunities.
- Strong management skills with the ability to motivate, stimulate, and inspire workgroups to maximize their efforts in productivity and quality.
- Self-motivation with the ability to prioritize, meet deadlines, and manage changing priorities in a fast-paced environment.
- Strong project management skills.
- Excellent professional writing and verbal communication skills.

- Working knowledge of Microsoft Office Suite of products including, but not limited to, Word, PowerPoint, Excel.

Preferred Strengths:

- Demonstrated experience working with and engaging diverse communities and populations.
- Lived experience with the impacts of homelessness or housing insecurity or other structural inequities.

Work Environment:

- This will be a flexible, full-time independent contracted employee with time expected for face-to-face and virtual interaction with blueprint collaborators, stakeholders, officials, and nonprofits
- Access to dedicated office space and support will be provided.

*This opportunity values diversity and strongly encourages women, people of color, LGBTQ+ individuals, people with disabilities, ethnic minorities, and veterans to apply. This position seeks to employ qualified individuals based on individual merit. We do not discriminate against any individual with respect to terms and conditions of employment based on that individual's race, sex, age, religion, color, national origin, disability, marital status, veteran status, sexual orientation, gender identity or expression, housing status or any other non-merit factor protected under local, state, or federal laws. Equal Employment Opportunity applies to all personnel actions such as recruiting, hiring, compensation, benefits, opportunities for training, and termination.

Compensation:

This is a full-time, limited-term agreement of three (3) years with the Regional Council to Prevent and End Homelessness and will be paid as an independent contracted employee at \$70,000 per year.

Interested candidates should please submit a cover letter and resume to Katelyn Retzlaff at katieretzlaff@ggbcf.org by April 22, 2022.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # P.12

To approve the American Rescue Plan Act (ARPA) allocation within the Affordable Housing Development and Small Business Support category for Green Bay Area Chamber of Commerce Micro Business Staff for \$180,000.

BACKGROUND

RECOMMENDATION

Approve

FISCAL IMPACT

ATTACHMENTS

- I. 7 ARPA Small business -staff person



Finance Department
100 North Jefferson Street - Room 105
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3020
Fax 920.448.3050

Memo

To: Finance Committee
Diana Ellenbecker, Finance Director

From: Susan House, Grant Administrator

Date: May 9, 2022

Re: ARPA Requests- GBACC Homelessness and Micro Business support

The Finance Committee and Common Council have approved, on December 7, 2021, by resolution the following ARPA fund categories:

1. \$10,000,000 Capital Needs and Organizational Priorities
2. \$6,000,000 Affordable Housing Development and Small Business Support
3. \$3,000,000 Stormwater, Green Infrastructure, and Climate Resilience
4. \$2,000,000 Crime Prevention and Neighborhood Enhancement
5. \$1,500,000 Arts, Culture, and Tourism

The following requests are eligible from the Affordable Housing Development and Small Business Support category. I recommend approving the requests individually.

Affordable Housing Development and Small Business Support

2-2-004 Homelessness Blueprint Staff \$90,000

Project Summary: Funding for a staff person to implements the preventing homelessness blueprint, which would be managements by the Greater Green Bay Community Foundation (Attached the Report and Job Description)

Project Outcomes: Reduction in homelessness within the City.

Reoccurring costs: None

Recommendation: Approve request 5-1-204 Homelessness Blueprint Staff project for \$90,000 from the Affordable Housing Development and Small Business Support category.

9-2-214

GBACC Micro Business Staff

\$180,000

Project Summary: Funding for a staff person that engages small and micro businesses of color over 3 years implemented by the Chamber of Commerce (Description Attached)

Project Outcomes: Support micro business

Reoccurring costs: None

Recommendation: Approve request 9-2-214 GBACC Microbusiness Staff project for \$180,000 from the Affordable Housing Development and Small Business Support category.



GREATER GREEN BAY CHAMBER

Small Business Outreach Position

This 3-year role would serve as central engagement for small business services in Green Bay, helping to create a 21-Century model that creates a robust successful ecosystem for our local businesses most impacted by COVID-19. The coordinator would utilize direct contact engagement that will build a public facing directory for community use, develop a report on the small business needs of the impacted population and play a match maker to City and Chamber services. Despite an inclusive set of programming, too often, local small and micro businesses in communities of color and other historically marginalized populations have experienced barriers to participate in local economic programming and support. This role would serve as a central point bridging the trust gap as well as building robust programming that meets the needs of everyone looking to build and grow a business in Green Bay.

The role would serve is three major capacities:

- 1) Serve as a grassroots engagement for small and micro businesses with a focus on businesses owned by communities of color, women, immigrants, and other owners who are a part of historically marginalized populations. Activities would include 1-1 meetings at the business, door knocking, phone contact and event attendance. This would also support the evolution of City and Chamber services to better meet the needs of these businesses, while also make our small business ecosystem more resilient in the face of unpredictable economic tumult and emergencies.
- 2) Mapping Green Bay's small and micro businesses for better public and private engagement for growth. This would result in a directory by industry, owner, size, products etc. that would be utilized for engagement services, specialized programming, direct contact for the public as well as support industry wide engagement.
- 3) Serve as a matchmaker to currently existing services to ensure our target businesses are more integrated in our economic programming and set on path for continued growth and success.

The estimated costs are as follows:

\$85,000/year with a 3-year commitment adding \$15,000 for benefits=\$100,000/yr

At a 60/40 split= \$300,000 total for all 3 years

\$180,000 (\$60K yr) City

\$120,000 (\$40k yr) Chamber

This position could be housed between the Urban Hub and Startup Hub providing a grass roots connection and outreach to small and micro businesses working to understand needs, connect owners to resources and helping to shape resources and policies to benefit small businesses owned by people of color, women, LGBTQ and veterans.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # P.13

To refer to staff, Law and Finance, to draft a policy revision for a vote in June by the full common council in response to a request by Ald. Brunette to the Finance Committee which states: "To create a policy or amend an existing policy to prohibit or prevent city personnel from the offices of Clerk, Mayor, Law, Finance, and IT in soliciting, accepting, or using any donation in the form of money, grants, property, or personal services from an individual or a nongovernmental entity for the purpose of funding election-related expenses, voter education, voter outreach, or voter registration programs with the exceptions of compensation of poll workers, securing leases for polling locations, and PPE for voters and volunteers."

BACKGROUND

Attached is the current City of Green Bay's Grant Administration policy for your reference. The policy addressing approvals needed for grants and donation.

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Brunette communication - election donation packet

Diana Ellenbecker

From: noreply@civicplus.com
Sent: Wednesday, May 4, 2022 9:43 PM
To: Celestine Jeffreys
Subject: Online Form Submittal: Alders' Petitions and Communications

Alders' Petitions and Communications

Name	Jesse Brunette
Committee Name	Protection and Policy Committee
Text of Communication	To create a policy or amend an existing policy to prohibit or prevent city personnel from the offices of Clerk, Mayor, Law, Finance, and IT in soliciting, accepting, or using any donation in the form of money, grants, property, or personal services from an individual or a nongovernmental entity for the purpose of funding election-related expenses, voter education, voter outreach, or voter registration programs with the exceptions of compensation of poll workers, securing leases for polling locations, and PPE for voters and volunteers.

Email not displaying correctly? [View it in your browser.](#)



CITY OF GREEN BAY GRANT ADMINISTRATION POLICY

CITY OF GREEN BAY GRANT ADMINISTRATION POLICY	
Title: Grant Administration Policy	Policy Reference: Chapter 15
Policy Source: Finance Department	Legal Review Date: 06/13/2016
Finance Committee Approval: 06/14/2016	City Council Approval: 06/21/2016

I. PURPOSE

To establish a common procedure for all City of Green Bay Departments when both applying and accounting for any type of grant funding. Focus criteria includes: 1) solicitation of funds for programs that are consistent with the goals of the City; 2) administration of grant funds awarded in the most efficient manner (including annual audit, single audit, and grant specific compliance requirements); and 3) regular evaluation of the performance of the program(s) receiving funding.

This policy is necessary for the City of Green Bay to comply with the new guidelines set out by the US Office Management and Budget “Super-circular” which became effective fiscal years beginning after December 26, 2014.

II. DEFINITIONS

Grant is external funding from a State or Federal agency usually awarded through a competitive application process for a specific purpose under a specific period of time. Grants include a written agreement which is enforceable by law, and the funds are revocable if certain conditions are not met. The funds are usually disclosed in the City of Green Bay’s annual audit.

Local match refers to a specific amount of funding or goods/services equivalent to that amount of funding (“in kind”) required from a grantee in order to be awarded a grant. Generally a match is equal to or less than the awarded amount and is meant to show commitment from the grantee.

Subrecipients per 2 CFR §200.330 A subaward is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. Characteristics which support the classification of the non-Federal entity as a subrecipient include when the non-Federal entity:

1. Determines who is eligible to receive what Federal assistance;
2. Has its performance measured in relation to whether objectives of a Federal program were met;
3. Has responsibility for programmatic decision making;
4. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and

5. In accordance with its agreement, used the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

III. POLICY

This policy establishes procedures addressing both the content, accounting and compliance responsibilities associated with each respective grant, in addition to procedures for acceptance and ongoing administration of awarded funds until grant close out. The policy pertains to all agencies, departments or offices of the City, and those committees, boards or commissions that manage or operate other City properties, installations or activities, unless otherwise provided by statute.

IV. GRANT APPLICATION PROCEDURES

A. Grant Administration/Notification

Notification of grant applications must be sent to the Finance Department via electronic submission of *PART #:1* Grant Tracking Form (attached). This form addresses the following review criteria:

- 1.) Consistency with City/Department needs;
- 2.) Local match requirements and/or other budget impacts;
- 3.) Personnel requirements to implement objectives of the grant;
- 4.) Identification of responsible staff for program compliance and fiscal monitoring;
- 5.) Applicant Department Head; and
- 6.) Finance Department notification.

B. Personnel Committee Notification/Approval and Common Council Approval

Personnel Committee and Common Council notification prior to grant application will be required only if personnel will need to be added to the table of organization.

C. Criteria for Applications Involving Outside Subrecipient Agencies

For grants where the City is a pass-through agency of funding being distributed to subrecipients, it is pertinent that the capability of the potential subrecipient agencies be examined. Thus, if an agency that has not previously received grant funds from the City of Green Bay expresses interest in participating in one of our grant funding sources, that agency will be subject to a screening conducted by a Finance Department representative and staff directly involved in implementation and spend down of associated grant funds. The screening will involve:

1. Examination of Agency Documents. The agency seeking to become a subrecipient will be asked to submit the following items to the City for review and verification:
 - a. Federal Tax Identification Number
 - b. Articles of Incorporation/Bylaws and Mission Statement
 - c. Administrative Structure Chart
 - d. Board of Directors/Officers Roster
 - e. Agency Budget/Financial Statements (from previous fiscal year).

2. Interview of Potential Subrecipient. A panel consisting of a Finance Department representative and others directly associated with administration of the grant may conduct an interview with agency representative(s) to address both general agency capacity and appropriateness of activities planned to be accomplished with grant funds if they are awarded.

Upon completion of this screening, the interview panel will make a recommendation related to the capacity and appropriateness of the agency to carry out activities funded under the grant sought. This recommendation along with the *PART #1: Grant Tracking Form* will be submitted to the appropriate committee as an action item by the applying department.

V. GRANT ACCEPTANCE PROCEDURES

A. Grant Administration/Finance Department Notification

Upon notification that the applicant department was successful in obtaining grant funding, they shall electronically submit the following to the Finance Department:

- *Part #2: Grant Tracking Form* (attached)
- Award Notification Letter from the Grantor/Funder including grant agreement to determine if single audit regulations will apply
- Budget Amendment Form OR Budget Page Reference for the Grant (to show that a budget amendment is not needed).

B. Committee Notification/Approval and Common Council Approval

All new grants awarded to the City of Green Bay must be presented to the Department's appropriate committee along with its budget for approval before a grant agreement is executed. In doing so, the aforementioned Grant Tracking Form shall be included as an attachment to the action item on that committee agenda. Applicable budget adjustments will be placed on the Finance Committee Agenda at the same time. Recurring annual grants do not need to be approved after initial approval unless increased workload responsibility resulting in addition of staff or funding is more than \$100,000.

VI. GRANT TERM RESPONSIBILITIES

A. Grantee Department Financial and Reporting Responsibilities

The grantee department maintains full responsibility for fully reading and understanding the requirements of the grant contract, meeting deadlines and complying with grant program requirements. In doing so, the grantee department will be responsible for maintaining the following documents in a single grant file:

1. Original Grant Application
2. Copy of Executed Grant Contract/Agreement with Original filed in Clerk's Office
3. Payment Requests/Activity Reports Provided to the Grantor/Funder
4. Documentation of Grant Amendments
5. And any other pertinent documentation relevant to the administration of the grant, including period extensions, amount changes, or any other amended terms or other performance standards required to meet the grants objective.

The grantee department must be prepared to share this file with the Finance Department at the same time requested for internal monitoring and specifically during the external financial and single audit as well as any regulatory inquiries or investigations.

For reimbursement grants, the grantee department will be expected to submit payment requests to the granting agency with a copy provided to the Finance Department. Departments will be responsible for maintaining documentation supporting all reimbursement requests. The Finance Department can assist with reimbursement requests if needed. Reimbursement should be requested in a timely manner but no later than forty-five (45) days from the date expense incurred. Notify the Finance Department when a grant payment is to be received.

B. Financial and Program Reporting Reviews

1. Financial Review:

- a. On an on-going basis, the grantee department will monitor the accuracy of expenditures, and grant expenditure/financial reporting requirements.
- b. The Finance Department may perform random audits throughout the grant term to ensure City compliance with grant and/or single audit requirements.

2. Program Review:

- a. On an on-going basis, the grantee department and a Finance Department designee will monitor activity related to meeting objectives/requirements of the grant.

Any financial, program, and/or performance issues identified will be brought to the attention of the grantee department head for discussion and deficiencies will be reported to the Mayor and Finance Director.

C. Procurement

Any procurement activities that will take place as part of a grant award shall follow all City purchasing policies and procedures. If the procurement requirements of a grant are stricter than those of the City of Green Bay, then those requirements must be followed. Grantee departments are encouraged to consult with the Purchasing Manager in Administrative Services. If the grant funds the purchase of IS-related equipment or software the IT Administrator must be contacted immediately to ensure the items are compatible with the City's IT infrastructure.

D. Grant-Funded Staff

If grant funds will be used for the hiring of personnel, the grantee department must contact the Human Resources Department to determine employee status and to start the selection process. Any person hired to fill a grant-funded position is subject to all applicable City policies.

VII. SPECIAL SITUATIONS/CIRCUMSTANCES

A. Unsolicited Grant Funds

For unsolicited grant funds, or those offered to a City department without an application process, in excess of \$10,000, the recipient must follow the instructions in Section V, Grant Acceptance Procedures and follow all City purchasing policies and procedures.

B. Items Received in Lieu of Grant Funds (Donations)

For donated items or in-kind services (i.e., materials/equipment) with a market value in excess of \$10,000, the recipient department shall informationally notify their appropriate committee of the said donation(s), in addition to providing written documentation of the monetary value of the donation(s) and a related budget adjustment to the Finance Department within thirty (30) days of receipt in order to assess whether there are any compliance items to monitor or single audit implications.

C. Critical Timing Issue

If a situation arises where the Grant Administration Policy will not accommodate the timeframe in which to apply or accept a grant, the Finance Director, Mayor and Department Director responsible for the grant can expedite the process and/or acquire the appropriate authorization in order to apply for or accept a grant with the exception that there is no match required of the City. Critical Timing Issue utilization will be monitored, however, so that it is not used as a method to avoid compliance with the intent of the Grants Administration Policy. Any decisions made will be reported out to the Finance Committee at the next available meeting.



GRANT TRACKING FORM

PART #1: Notification of Grant Funds

([emailto:PamelaMa@greenbaywi.gov](mailto:PamelaMa@greenbaywi.gov))

APPLICANT DEPARTMENT: _____

DATE: __/__/__

APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE: ____/____

APPROPRIATE COMMITTEE: _____

NAME OF GRANT/FUNDING SOURCE: ____/____

AMOUNT OF GRANT REQUEST: \$_____

LOCAL MATCH REQUIREMENT: \$_____

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

TIMEFRAME OF GRANT: __/__/__ through __/__/__

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

PURPOSE OF GRANT (summary): _____

How does the grant meet City/Department needs? _____

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

DEPARTMENT HEAD SIGNATURE: _____

PART #2: Request to Accept Grant Funds

(complete after notification of grant award; [emailto:PamelaMa@greenbaywi.gov](mailto:PamelaMa@greenbaywi.gov))

AMOUNT OF GRANT AWARD: \$_____

CFDA/STATE ID #: _____

LOCAL MATCH REQUIREMENT: \$_____

Please describe the source of match, if applicable: _____

Please describe any major changes in proposed grant-funded activities: _____

Please describe what the grant money will be spent on: _____

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



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # P.14

To refer to staff to work with Ald. Brunette to bring forward to the Common Council a request by Ald. Brunette which states: "For a status update and discussion regarding legal services received from Law Forward, States United Democracy Center, and Stafford Rosenbaum LLP with possible actions such as continuing or discontinuing legal services received."

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Brunette communication - legal service Election

Diana Ellenbecker

From: noreply@civicplus.com
Sent: Wednesday, May 4, 2022 9:33 PM
To: Celestine Jeffreys
Subject: Online Form Submittal: Alders' Petitions and Communications

Alders' Petitions and Communications

Name	Jesse Brunette
Committee Name	Finance Committee
Text of Communication	For a status update and discussion regarding legal services received from Law Forward, States United Democracy Center, and Stafford Rosenbaum LLP with possible actions such as continuing or discontinuing legal services received.

Email not displaying correctly? [View it in your browser.](#)



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

May 17, 2022

AGENDA ITEM # Q.I

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

- a. Crime Analyst - Police
- b. Zoning Administrator/Senior Planner - Community & Economic Development

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Request to Fill Memo 5.10.2022
2. Crime Analyst - M. Warych
3. Zoning Administrator - Neumeyer 2022

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: May 10, 2022

The Human Resources Department is requesting authorization to fill the following replacement positions approved as part of the 2022 budget and all subsequent vacancies resulting from internal transfers. The justification reports are attached.

- Crime Analyst – Replacement position due to the resignation of Melissa Warych effective May 12, 2022. Salary range: \$29.37 - \$34.54 per hour.
- Zoning Administrator/Senior Planner – Replacement position due to the retirement of Paul Neumeyer effective June 2, 2022. Salary range: \$65,644 - \$77,251 annually.

Position Fill Request
Justification Report
May 4, 2022

Position Title: Crime Analyst

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

 X Replacement Position Not a Replacement Position

This is a replacement position for Melissa Warych who is resigning effective 5/12/2022.

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 included in the current budget at Grade J (\$29.37-\$34.54/hour).

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

Crime Analysts research and analyze complex intelligence information. More specifically, these positions gather and manage data, prepare reports and maps, monitor data for crime patterns and trends, assist with investigative analysis on cases, monitor social media for criminal intelligence and prepare internal bulletins on wanted persons.

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

No revenue generated or reduction in expenses.

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

This second Crime Analyst position was originally added because of the workload on one staff member who performed the duties. Duties and responsibilities have increased over time and current employees will not be able to absorb the responsibilities.

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

The duties are currently being performed by the incumbent. Once the position is vacant, we have had to prioritize duties of the one remaining Crime Analyst to continue to deliver the information to the department, City Officials, and the community.

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

Strategic and crime analysis would be restricted, wait time for information, statistics, weekly updates, and intel and information projects requested internally and from outside the department would be delayed. Some projects or products that come out of the Crime Analyst position would be up for elimination or significant reduction, to include weekly crime reports, statistical analysis of crime numbers, release of IBRS numbers would be delayed and the focus of assisting on major investigations (i.e. homicides, shootings, critical incidents) would be impacted.

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

The work and job responsibilities would need to be assigned to other areas of the department for completion. If this were to occur long term or permanently, it would create issues of those assigned to now do Crime Analyst work, to have less time to do normally assigned work as listed in their job description. This would create issues of out of class pay, which would again create additional work for the leadership team to schedule, monitor and approve the out of class pay situation. The Crime Analyst position is responsible for reporting of crime statistics to the State of Wisconsin and to the Federal Bureau of Investigation as mandated by law. This work cannot be ignored and must be evaluated, monitored, and reported on a regular basis. This is a labor-intensive process and is a priority of the Crime Analyst position.

9. Are there union issues?

This is a non-union position.

10. Other supporting comments.

This is a valuable position to the successful day to day operation of the Police Department. This position is vital to the evaluation and analysis of criminal activity and vital to criminal investigations such as shootings, homicides, and other critical incidents.

Position Fill Request
Justification Report
(May 3, 2022)

Position Title: Zoning Administrator/Senior Planner

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

 X Replacement Position Not a Replacement Position

This is a replacement position for Paul Neumeyer who is retiring on June 2, 2022.

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 included in the current budget at grade K (\$65,644- \$77,251)

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

Zoning Administration; Board of Appeals management; short and long-range planning; monitoring comprehensive plan in relation to community development; assists with official mapping, land divisions, rezonings, conditional use permits and planned unit developments; reviews multiple-family, commercial and industrial site plans; prepares reports and graphics for board presentations.

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

Not directly, fees collected are part of the department's permitting and plan review/enforcement functions.

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

This is a full-time planning position as well as the City's appointed Zoning Administrator. Other planning staff are at capacity with existing workloads.

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

They are being performed by the incumbent. When he leaves only the essential duties will be able to be assigned to other staff until the position is filled.

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

Work related to zoning including primary customer contact/assistance, staffing the Board of appeals, review and approval of site plans and sign permits, review and oversight of flood plain compliance, and capacity to process zoning petitions

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

Zoning administration and planning are statutory requirements. There are no other methods to complete the work.

9. Are there union issues?

No, this is a non-union position.

10. Other supporting comments.

Current staff has been in the position for 30 years and is an integral “cog” in the department’s functions. Replacement in a timely manner is paramount.



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

MEETING DATE

May 17, 2022

PREPARED BY

Neil Stechschulte, Director

AGENDA ITEM # R.1

To approve a development agreement with Carnivore Meat Company for the development of City-owned parcels 21-22 and 21-24 (partial), subject to final review and approval of the City Attorney (held from 5/3/2022 Council Meeting).

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

BACKGROUND

At the March 7, 2022, meeting, the EDA met and discussed a terms sheet for development of City-owned parcels 21-22, 21-24 and 21-189 and provided direction to staff in closed session. Through site planning, this has been reduced to parcels 21-22 and 21-24 (partial). Staff has prepared a formal development agreement related to the acquisition of land and to the developer's request for tax incremental financing assistance. As of the time of issuance of this meeting packet, legal counsel for both parties were still reviewing the agreement, but staff was anticipating substantial agreement on the language. In order to keep this project moving forward on a timely basis, Staff is prepared to provide a detailed overview of the agreement at the EDA meeting on Monday, April 11, 2022. The City Attorney will also be in attendance to answer any questions. This item has been posted for closed session as final terms may still require some negotiation with the developer.

RECOMMENDATION

Approval of the development agreement subject to final review and approval of the City Attorney.

FISCAL IMPACT

The City will need to create a new industrial TID for this project. Staff will provide an overview of the developer's offer to purchase, as well as the request for tax incremental financing assistance at the EDA meeting.

ATTACHMENTS

- I. 04082022 CMC Development EDA Packet Draft

Detail Summary of Projects Issued

4/1/2022 to 4/30/2022

Proj #	Address	Owner	Applicant	Fees Paid	Estimated \$	Status
108087	2976 SUSSEX RD..22-2103	STEPHANIE L & ERIC L ROCKWELL		\$1,418.66	\$455,100.00	Pending
[1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOME W/ ATTACHED GARAGE EC APPROVED 4/6/22						
108204	2717 LAFAYETTE DR..6H-4446	BROBERG CONSTRUCTION LLC		\$1,236.18	\$337,000.00	Pending
[1-101 - Residential - New - Single Family House] SINGLE STORY HOME W/ ATTACHED GARAGE Took EC to DPW 4/12/2022 EC approved 4/20/22						
108205	2044 BUCKTHORN TR..6H-4435	BROBERG CONSTRUCTION LLC		\$1,287.70	\$325,000.00	Pending
[1-101 - Residential - New - Single Family House] ONE-STORY SINGLE FAMILY HOME W/ ATTACHED GARAGE Took EC to DPW 4/12/2022 EC APPROVED 4/20/22						
108207	2953 GRAND CYPRESS LN..22-2056	TJDM LLC		\$1,382.91	\$295,000.00	Pending
[1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOME WITH ATTACHED GARAGE APPROVED EC 4/15/22						
102416	3105 TOBERMORY DR..21-5383	ADAM B & NICOLE M ZEINERT		\$50.00	\$4,000.00	Closed
[2-434 - Residential - Alteration - 1 -2 Family House] EGRESS WINDOW						
107651	2688-2690 SHERRY LN..21-3181	MUENSTER PROPERTIES LLC		\$125.00	\$20,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REPAIR FROM VEHICLE DAMAGE						
108019	1176 LANGLADE AV..1-400-A	RANDALL L & ELISSE L MEIER		\$180.00	\$35,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] ADDITION & DECK						
108069	922 ABRAMS ST..21-5729	MARIA DEL ROSARIO MENDEZ		\$50.00	\$1,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] MOVE AND REPLACE FRONT DOOR						
108083	711 ST. GEORGE ST..7-726	WATERS EDGE REAL ESTATE LLC		\$150.00	\$18,150.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] BATHROOM REMODEL/MISC ELEC						
108100	1319 SANDSTONE PL..6H-3528	DENNIS J & LESLIE C ROSSNER		\$175.00	\$83,000.00	Pending
[2-434 - Residential - Addition - Single Family House] REMODEL BATHROOM AND ADD HOT TUB ROOM						
108117	1819 ST. AGNES DR..6-2763	DEWENDS PROPERTIES LLC		\$175.00	\$0.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] UPDATE KITCHEN, TURN 1/2 BATH INTO FULL BATH, REMODEL MASTER BATHROOM						
108133	732 S CLAY ST..14-844	PATRICK G & ANDREA M STILLER		\$175.00	\$7,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] ADDING MUDROOM/OFFICE						
108135	1120 ELIZA ST..17-140	DEBORAH & MARK SCHWALLIE		\$150.00	\$60,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] DETACHED GARAGE AND DRIVEWAY *** The driveway is approved to have a 1' side yard setback but the owner is going to pursue a variance requesting the driveway go all the way up to the property line. See email about the builder going ahead with the garage portion and holding poff on the driveway until the variance hearing.						
108161	626 S JACKSON ST..14-547	JONATHAN P & CHERYL A RENIERWIGG		\$175.00	\$52,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] NEW ROOF OVER ATTIC						
108176	3405 SCOTTWOOD DR..22-1735-8	CAROL L RAY		\$350.00	\$40,500.00	Pending

[2-434 - Residential - Alteration - 1 -2 Family House] REMODEL

108195 1335 DOUSMAN ST..5-662-K NICOLE NISCHKE \$225.00 \$4,800.00 Pending

[2-434 - Residential - Alteration - 1 -2 Family House] KITCHEN REMODEL

108233 505 VROMAN ST..5-240 ANDREW J BASTEN \$255.00 \$10,000.00 Pending

[2-434 - Residential - Alteration - 1 -2 Family House] INTERIOR REMODEL INCLUDING OPENING WALL IN KITCHEN AND EXPANDING BATHROOM. DETACHED GARAGE REHABILITATION.

108237 1850 PARKLAND WAY..6-2260 KEVIN LEURQUIN \$155.00 \$10,000.00 Pending

[2-434 - Residential - Alteration - 1 -2 Family House] OPEN LOAD BEARING WALL - INSTALL BEAM

108299 1931 TREELAND DR..6H-4336 PAUL MATTHEW WHITAKER \$255.00 \$35,000.00 Pending

[2-434 - Residential - Alteration - 1 -2 Family House] BASEMENT REMODEL
*DOUBLE FOR FOR ELEC PERMIT PER KEVIN

108329 1193 LANGLADE AV..1-398-B ZACHARY & TAYLOR CURLESS \$75.00 \$5,000.00 Pending

[2-434 - Residential - Alteration - 1 -2 Family House] EGRESS WINDOWS

108360 2576 N TRILLIUM CIR..6H-2549 TODD M & MICHAEL T HOLLOWAY \$280.00 \$114,629.00 Pending

[2-434 - Residential - Addition - Single Family House] MASTER BEDROOM AND BATHROOM ADDITION

108367 905 S MONROE AV..16-122 LEAH ANN & BENJAMIN S COHEN \$255.00 \$150,000.00 Pending

[2-434 - Residential - Alteration - 1 -2 Family House] REMODEL KITCHEN AND MASTER BATH

108414 1177 SHADOW LN..1-2226 DOROTHY HARRSCH \$75.00 \$6,000.00 Pending

[2-434 - Residential - Alteration - 1 -2 Family House] EGRESS WINDOW

108025 2968 SITKA ST..21-8446 GREEN VIPER INC \$1,975.24 \$310,000.00 Pending

[3-103 - Residential - New - 2 Family House (Duplex)] NEW 2 FAMILY HOUSE WITH ATTACHED GARAGES
EC APPROVED 4/13/22

107924 1312 BIEMERET ST..6-850 ZACHARY J VANDERMEULEN \$100.00 \$25,000.00 Pending

[4-438 - Residential - Addition - Garage, Carport] EXPANDING ATTACHED GARAGE AND DRIVEWAY - variance granted

108046 2089 FERN LN..21-2475-D-1 JULIE A & TIMOTHY P PHILIPPS \$50.00 \$0.00 Pending

[4-438 - Residential - Alteration - Garage or carport or Shed] Adding Decorative Gable over the garage door.

108145 1521 SHAWANO AV..6-1698 BFH REALTY LLC \$562.21 \$50,000.00 Pending

[4-438 - Residential - Addition - Garage, Carport] SITE PLAN UNDER 102482

107944 1019 MENDOTA DR..21-8382 JASON P & LARA L VANDERMEULEN \$100.00 \$1,900.00 Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK

107945 3573 BLACK SHEEP WAY..21-8385 NIKKI M & JAMES G ESTEL \$100.00 \$20,000.00 Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)] 16' X 24' DECK

108107 928 GALLAGHER ST..18-34 JAMES J HAMMES \$100.00 \$6,500.00 Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)] HANDICAP RAMP

108125 2578 WILDFLOWER ROW..21-4654 HOUA & TOUE VANG \$50.00 \$2,650.00 Closed

[7-1 - Deck, Porch, Patio, Ramp (Residential)] PATIO 16' X 19'
*REMOVING EXISTING STRUCTURE AND PUTTING IN CONCRETE PATIO INSTEAD

108126 1099 KENWOOD ST..1-2638 LIBERTY STREET INVESTMENTS LLC \$50.00 \$2,000.00 Closed

[7-1 - Deck, Porch, Patio, Ramp (Residential)] 15' X 15' PATIO

108153 1216 S IRWIN AV..17-217-A JASON M & JILL M P LEMKE \$75.00 \$1,700.00 Pending

[7-1 - Deck, Porch, Patio, Ramp (Residential)] Replacement of porch

108190	1400 BAUMGART RD..6H-1800	VICTORIA L NAPIER	\$50.00	\$4,700.00	Closed
[7-1 - Deck, Porch, Patio, Ramp (Residential)] PATIO 35' W X 20' L					
108220	1577 LOUISE ST..8-622	SHANE VANROSSUM	\$50.00	\$1,200.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] 19.5' X 9.5 PATIO					
108225	1732 12th AV..1-1772	KAREN J VINYETA	\$75.00	\$2,500.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] REBUILD FRONT PORCH AND STAIRS					
108235	3528 CHURCH RD..22-2031	CYNTHIA A & CHAD B LALUZERNE	\$50.00	\$2,500.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] PATIO - CONCRETE SLAB 16' X 16'					
108271	1108 DOUSMAN ST..5-643	DAVID L DELFOSSE	\$50.00	\$7,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] REMOVE EXISTING FLOATING FRONT PORCH. INSTALL 4 FT FROST WALL WITH STOOP SLAB ON TOP AND PRECAST STEPS ON PAD IN FRONT.					
108275	3541 GLEN OAKS PS..22-2005	KELLI JO & NICHOLAS R ADAMS	\$50.00	\$4,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] PATIO					
108340	1114 SHADOW LN..1-2299	STAY GREEN BAY LLC	\$75.00	\$4,500.00	Closed
[7-1 - Deck, Porch, Patio, Ramp (Residential)] NEW PATIO AND WALKWAY					
108341	1120 SHADOW LN..1-2298	STAY GREEN BAY LLC	\$75.00	\$4,500.00	Closed
[7-1 - Deck, Porch, Patio, Ramp (Residential)] NEW CONCRETE PATIO AND WALKWAY					
108350	1856 PREBLE AV..21-2182	ANGEL H ACEVEDOROSA	\$50.00	\$2,800.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] PATIO WITH FIRE PIT					
108368	2915-2917 FINGER RD..21-3179-3	STACY L & GREGORY B FELTHEIM	\$50.00	\$4,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] PATIO					
108378	1100-1102 BELLEVUE ST..21-416-6	DANYA & WAIL ALNASHAF	\$50.00	\$4,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] PATIO					
108392	3022 ANGELINE CT..6H-3604	TRUDY & CLARE STEARNS	\$100.00	\$60,500.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK					
108393	141 MANDRAKE DR..21-8147	JASON & DAWN KOSTICHKA	\$200.00	\$9,400.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] PERGOLA ALREADY BUILT					
108395	3246 HIGHLAND VIEW LN..21-7128	KIMBERLY A BRINKER	\$200.00	\$9,150.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] PERGOLA ALREADY BUILT					
108417	617 PARK ST..5-1659	STEPHEN J & JANET SCHMITT	\$100.00	\$4,000.00	Pending
[7-1 - Deck, Porch, Patio, Ramp (Residential)] WOOD ACCESSIBILITY RAMP (Work already done)					
108405	1113 DAY ST..7-226	ECUMENICAL PARTNERSHIP FOR HOUSING INC	\$50.00	\$6,000.00	Pending
[9-649 - Demolition - Interior (Residential)] INTERIOR DEMO ONLY					
108407	162 BADER ST..21-1730	WAGNER SHERRY TRUST	\$50.00	\$7,000.00	Pending
[9-649 - Demolition - Interior (Residential)] INTERIOR DEMO ONLY					
102863	1522 SHAWANO AV..6-239	HUYEN T VU	\$50.00	\$1,200.00	Closed
[11-1 - Garage/Carport/Shed (residential)] DRIVEWAY EXPANSION					
No double fee -					
Owner called was unaware contractor did not pull permit. Contractor submitted application. reach out to contractor					
104031	1043 S CLAY ST..17-158	JOHN R BORSKI	\$150.00	\$61,000.00	Pending

[11-1 - Garage/Carport/Shed (residential)] RAZE EXISTING 21' X 22 ' GARAGE AND BUILD NEW 22' X 24' GARAGE

107902	3176 OPEN GATE TR..6H-3713	MATT MOTIFF, ETAL	\$150.00	\$50,000.00	Pending
[11-1 - Garage/Carport/Shed (residential)] INSTALL 3RD STALL TO GARAGE, ADD DRIVEWAY APPROACH AND SIDEWALK TO BACK *Variance approved 4/18/22 to reduce side yard setback from 8 feet to proposed 6' 6"					
107938	1562 MORROW ST..19-199	JORDAN & LEAH RAE STENSON	\$50.00	\$750.00	Pending
[11-1 - Fence (Residential)] 4' VINYL FENCE					
107991	1255 CHERRY ST..14-118	GABRIELA PEREZ	\$50.00	\$8,000.00	Pending
[11-1 - Fence (Residential)] 6' WOOD FENCE					
108005	811 NICOLET AV..2-714	KAYLEA ANN QUINN	\$50.00	\$0.00	Closed
[11-1 - Foundation Repair (Residential)] REPLACE INTERIOR DRAIN TILE, CHECK BACKPLASTER FOR CRACKS, INSTALL 14 2X5 STEEL BEAMS ALONG THE NORTH AND EAST WALL					
108042	1363 DOTY ST..14-1394	DARRELL G TACHICK	\$100.00	\$15,000.00	Pending
[11-1 - Garage/Carport/Shed (residential)] GARAGE					
108044	1051-1057 LAURA ST..21-1110-M-100	DONARSKI TRUST OF 1996	\$50.00	\$26,000.00	Pending
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR					
108051	1370 DOUSMAN ST..6-84-A	PATRICIA A PETZEL	\$50.00	\$300.00	Pending
[11-1 - Garage/Carport/Shed (residential)] SHED					
108073	312 N ASHLAND AV..5-609	JENNIFER & LOGAN & JOHN RAINVILLE	\$50.00	\$4,220.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY/PAVEMENT TO BACK ALLEY					
108090	3173 WINDLAND DR..21-7121	KENNETH C SEVCIK	\$50.00	\$4,200.00	Pending
[11-1 - Fence (Residential)] FENCE - 6' CEDAR					
108092	1259 BOND ST..5-1718	ELAINE & MILTON W HENDERSON	\$50.00	\$8,684.00	Closed
[11-1 - Fence (Residential)] FENCE					
108094	2433 MANITOWOC RD..21-3076	MATTHEW ALAN & SAMANTHA ROSE JENSEN	\$50.00	\$3,000.00	Pending
[11-1 - Fence (Residential)] 6' WOOD FENCE					
108109	1939 ZEISE AV..21-2445-P-29	TELESFORO MENDEZSANCHEZ, ETAL	\$50.00	\$8,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY REPLACEMENT AND CONCRETE PATIO					
108110	2905 TIMBERLINE CT..6H-3946	PAUL F & JANE M JADIN	\$50.00	\$9,200.00	Closed
[11-1 - Fence (Residential)] 4' ALUMINUM FENCE					
108118	1195 HICKORY HILL DR..1-1795	KEELY A GOBAT	\$50.00	\$3,860.00	Pending
[11-1 - Fence (Residential)] 5' CHAINLINK FENCE					
108119	3012 COLLEEN DR..21-1111-D-228	ANTONIO D TORRES CHAVEZ	\$50.00	\$2,000.00	Pending
[11-1 - Fence (Residential)] 6 FT TALL WOOD FENCE					
108121	2816 COUNTRY CLUB CT..6H-4195	ROBERT D DEAN REVOCABLE TRUST	\$250.00	\$67,000.00	Pending
[11-1 - Swimming Pool (Residential)] 32' X 14' INGROUND SWIMMING POOL EC APPROVED 4/8/2022					
108127	2649 HILLY HAVEN RD..21-4469	GENE BIADASZ	\$50.00	\$2,000.00	Pending
[11-1 - Garage/Carport/Shed (residential)] SHED					
108128	2567-2569 SUN TERR..21-4706	MATTHEW KACZMAREK	\$50.00	\$3,000.00	Pending

[11-1 - Fence (Residential)] 4' CHAIN LINK FENCE

108138 915 N NORTHVIEW RD..21-391-10 RUBEN R & MARIA E PONCE \$50.00 \$39,250.00 Pending

[11-1 - Fence (Residential)] 6' VINYL FENCE

108140 1729 MURPHY CT..6-2455 MICHAEL S MCCOY, ETAL \$50.00 \$2,460.00 Pending

[11-1 - Fence (Residential)] FENCE
*PAPER FORM TURNED IN

108148 915 N NORTHVIEW RD..21-391-10 RUBEN R & MARIA E PONCE \$50.00 \$5,606.00 Pending

[11-1 - Garage/Carport/Shed (residential)] 10 X 12 SHED ON EXISTING CONCRETE PAD

108154 2908 LOST HORIZON RD..6H-2886 LYNN A & GLENN J GERONDALE \$75.00 \$6,000.00 Pending

[11-1 - Garage/Carport/Shed (residential)] 12' X 16' ADDITION TO EXISTING SHED

108160 3554 HIGHLAND CENTER DR..21-5799 NICKI & JONATHAN B & MARIANNE PIGEON \$50.00 \$7,600.00 Pending

[11-1 - Garage/Carport/Shed (residential)] TUFF SHED

108162 1225 REED ST..3-1199 DEBORAH M MATSEN \$50.00 \$2,805.00 Closed

[11-1 - Z - Misc Project Not Listed (Residential)] REPLACE GARAGE FLOOR

108163 1213 HICKORY HILL DR..1-1626 AARON P KIETZMANN \$50.00 \$1,500.00 Pending

[11-1 - Fence (Residential)] 4' CHAINLINK FENCE

108164 1413 ELM ST..8-154 KATHERINE F LARIOS \$50.00 \$2,000.00 Pending

[11-1 - Fence (Residential)] 6' WOOD FENCE

108166 221 ALLARD AV..5-526 VICKI A & JOHN E MURPHY \$50.00 \$6,500.00 Pending

[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY
PICTURES IN FILE ATF PERMIT ISSUED

108167 2679 MEADOWCREST DR..6H-4310 JOHN H & EMILINA BEBEAU \$50.00 \$3,500.00 Pending

[11-1 - Fence (Residential)] 6' VINYL FENCE

108171 3167 ST. GREGORY DR..21-3025 DAVID J & GENA E PLZAK \$50.00 \$17,000.00 Pending

[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY EXPANSION

108173 1578 CAREFUL DR..6-1027-35 DEAN M & MICHELLE L RINTAMAKI \$50.00 \$8,000.00 Pending

[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY

108175 1476 ELIZA ST..17-983 LUCAS STRASBURG \$50.00 \$9,500.00 Pending

[11-1 - Foundation Repair (Residential)] LEVEL FLOOR WITH 8 JACKS & 2 BEAMS AND CLEAN/REPAIR CRAWL SPACE.

108180 517 S OAKLAND AV..2-288 CARMEN MARIA & ISHI BARRIENTOS \$50.00 \$10,000.00 Pending

[11-1 - Fence (Residential)] FENCE 6'

108184 1513 TRAEGER ST..6-1197 MARC A HAMLIN \$50.00 \$12,000.00 Pending

[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY EXPANSION AND REPAIR; FENCE REPLACEMENT

108185 1917 MULBERRY LN..6H-1508-M-24 ADAM P & CHRISTINA L CHARNIAK \$50.00 \$6,500.00 Pending

[11-1 - Fence (Residential)] FENCE 6' CEDAR

108187 901 SHEA AV..18-27 JOANNE J VANDENHOY \$50.00 \$15,000.00 Closed

[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR - REPLACE INTERIOR DRAIN TILE, CHECK OUTSIDE BACKPLASTER FOR CRACKS

108188 1017 NEVILLE AV..18-272 MARVIN M & PATRICIA A MOLDENHAUER \$50.00 \$3,863.00 Pending

[11-1 - Garage/Carport/Shed (residential)] 10 X 10 TUFF SHED

108198 1734 FIESTA LN..21-1111-P-42 JUDY A & SCOTT E GELLIN \$50.00 \$1,100.00 Pending

[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY EXPANSION

108199 1354 EMILIE ST..17-573 TERRY L & MARY JANE CHANEY \$50.00 \$9,780.00 Pending

[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

108201 1202 8th ST..1-1625 VICKI L DAMMAN \$50.00 \$700.00 Pending

[11-1 - Fence (Residential)] FENCE

108209 1313 BIEMERET ST..6-919 JOHN ADAM VANDERLEEST \$250.00 \$3,500.00 Pending

[11-1 - Z - Misc Project Not Listed (Residential)] ENCLOSE COVERED PORCH. INSTALL PATIO DOOR, NEW INTERIOR WOOD PANEL, ADD 2 WINDOWS, NEW OUTDOOR SIDING, ADD CEILING FAN/ MISC ELEC WORK

108221 1131 ROCKDALE ST..1-2422 BARBARA NOGGLE \$150.00 \$37,500.00 Pending

[11-1 - Garage/Carport/Shed (residential)] DETACHED GARAGE

108230 3018 HUMBOLDT RD..21-1111-D-186 SARA A SIMONAR \$50.00 \$2,772.00 Pending

[11-1 - Fence (Residential)] FENCE 4' Chainlink

108234 1150 DIVISION ST..5-1347 JOSHUA ANDREW & ERIKA ASHLEY RITCHIE \$50.00 \$21,000.00 Closed

[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

108245 1848 ROWE LN..6-2523 DANIELS FAMILY IRREVOCABLE TRUST \$50.00 \$4,000.00 Pending

[11-1 - Garage/Carport/Shed (residential)] REMOVE 11' X 17' SHED AND REPLACE WITH 10' X 12' SHED
PLAN CHANGE TO 10 X10

108250 1067 ST. PAUL ST..2-766-A NATALIE A EHREN \$50.00 \$8,500.00 Closed

[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY EXPANSION

108251 1436 ELM ST..8-128 LITTLE SWAN PROPERTIES LLC \$50.00 \$1,200.00 Pending

[11-1 - Fence (Residential)] FENCE 4FT TALL

108264 929 9th ST..1-323 RYAN J WIGMAN \$50.00 \$3,000.00 Pending

[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

108270 2034 BUCKTHORN TR..6H-4437 BROBERG CONSTRUCTION LLC \$100.00 \$20,000.00 Pending

[11-1 - Fence (Residential)] INSTALL A NEW FENCE AND DECK

108274 2730 CORMIER RD..6H-3147 BONITA A MEADOWS \$50.00 \$3,867.00 Closed

[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR WITH SUMP PUMP

108281 1684 BADGER ST..6-683 GREEN BAY HOLDINGS II LLC \$50.00 \$6,500.00 Closed

[11-1 - Z - Misc Project Not Listed (Residential)] RE-ROOF, REPLACING BOARDS

108282 2430 MANITOWOC RD..21-3299 CYNTHIA L LUEDTKE \$50.00 \$800.00 Pending

[11-1 - Swimming Pool (Residential)] POOL

108285 3367 PAULA ST..22-2178 CODY J & LINDSAY SANDAHL \$100.00 \$20,000.00 Pending

[11-1 - Swimming Pool (Residential)] POOL

108296 229 DE LEERS ST..21-1514-30 PORFIRIO CURIEL GUZMAN \$50.00 \$1,500.00 Pending

[11-1 - Z - Misc Project Not Listed (Residential)] PERGOLA ON PATIO

108304 1360 HARVEY ST..8-572 ALBERTO HERNANDEZ MUNGUIA \$50.00 \$2,500.00 Pending

[11-1 - Fence (Residential)] REAR YARD FENCE

108310	1510 BRIQUELET ST..6-1447	ALEX S HULTMAN	\$50.00	\$4,900.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] GARAGE FLOOR REPLACEMENT, NEW PATIO -13.5' X 8' AND WALKWAY -3' X 18'					
108311	1676 NANCY AV..6-1239	LOGAN L & CULLEN J HOFFMANN	\$50.00	\$2,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY EXPANSION					
108323	3610 COLLEGIATE WAY..21-7283	ELIZABETH E BAUER	\$50.00	\$5,305.03	Pending
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR					
108330	991 ST. PAUL ST..2-747	JEFFREY D PROCESS	\$50.00	\$4,765.00	Pending
[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR					
108331	1427 ELIZA ST..17-720	KAYLA LYN & STACIE L SCHINDLER	\$100.00	\$2,000.00	Pending
[11-1 - Swimming Pool (Residential)] INSTALL NEW SUBPANEL AND CIRCUIT FOR 120 VOLT HOT TUB					
108332	1942 HAROLD ST..21-1514-E-10	ALEXANDRIA & ZACHARY HORN	\$50.00	\$1,000.00	Pending
[11-1 - Fence (Residential)] 6' WOOD FENCE					
108334	319 BELLEVUE ST..21-2473	ZHEH DE & XIAO LING HUANG	\$50.00	\$1,000.00	Pending
[11-1 - Z - Misc Project Not Listed (Residential)] WALKWAY AROUND HOUSE					
108336	717 LARK ST..18-1346	WITNEY N & CREED SEIBEL	\$50.00	\$6,192.00	Pending
[11-1 - Fence (Residential)] FENCE - 6' CEDAR					
108344	1217 ST. AGNES DR..6-1035	KIMBERLY I WAYTE	\$50.00	\$15,048.00	Pending
[11-1 - Fence (Residential)] 6' WOOD FENCE					
108347	931 SCHOOL PL..3-849	JOSE I GOMEZ, ETAL	\$50.00	\$100.00	Pending
[11-1 - Fence (Residential)] 3' WOOD FENCE					
108349	1171 HARVEY ST..7-69	SARA THEYS	\$50.00	\$4,000.00	Pending
[11-1 - Driveway Replacement and/or Expansion (Residential)] EXPAND FRONT DRIVEWAY					
108359	919 APHRODITE RD..21-4319	BRAD S & MELANIE S ZABEL	\$50.00	\$10,000.00	Pending
[11-1 - Fence (Residential)] FENCE - 6' VINYL					
108361	2406 RUFFED CT..21-4201	KATHRYN E & SAMUEL M JOHNSON	\$50.00	\$500.00	Pending
[11-1 - Garage/Carport/Shed (residential)] SHED 12 x 12					
108365	409 S FISK ST..6-115-1	BUFFY LEE & MICHAEL K LUBINSKI	\$50.00	\$1,400.00	Pending
[11-1 - Garage/Carport/Shed (residential)] 10' X 10' WOOD SHED					
108366	901 GERARD ST..21-5742	NOU & PA DAU YANG	\$50.00	\$5,798.13	Pending
[11-1 - Fence (Residential)] 6' WOOD FENCE					
108372	2535 PARKWOOD DR..6H-2523	MICHAELA M & JASON R GEURTS	\$175.00	\$20,000.00	Pending
[11-1 - Swimming Pool (Residential)] INSTALL AN ABOVE GROUND POOL WITH BOILER. INSTALL FENCE ALONG SOUTH EAST AND SOUTH WEST PROPERTY LINES					
108375	1810 BURNS AV..6-153-E-1	JOSE & MARIA D LINARES	\$50.00	\$6,957.00	Pending
[11-1 - Fence (Residential)] FENCE					
108376	1113-1115 LAWE ST..14-1163	ANDREW ERIC ST LOUIS	\$50.00	\$2,000.00	Pending
[11-1 - Fence (Residential)] FENCE					
108377	1295-1297 CRESTWOOD DR..6H-1167-2	LA POINTE PROPERTIES LLC	\$50.00	\$4,000.00	Pending

[11-1 - Driveway Replacement and/or Expansion (Residential)] REPLACE DRIVEWAY

108398 1243 THORNDALE ST..1-2183 GLENDA M & ARDEN W SCHALK \$50.00 \$3,674.00 Pending

[11-1 - Fence (Residential)] FENCE 6FT VINYL FENCE

108404 1177 SHADOW LN..1-2226 DOROTHY HARRSCH \$50.00 \$9,000.00 Pending

[11-1 - Garage/Carport/Shed (residential)] 10 x 12 SHED
*MAIL PERMIT TO OWNER

108451 1225 MEACHAM ST..1-1675 BARBARA A VANDERLOOP \$75.00 \$5,700.00 Pending

[11-1 - Z - Misc Project Not Listed (Residential)] ALUMINUM RAMP

108463 1821 ASPEN LN..6-2026 TEDDY A SPIEGELBERG \$100.00 \$3,000.00 Pending

[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR, SUMP PUMP AND BURIED DISCHARGE LINE

108464 1585 CEDAR ST..19-108 STEPHEN C POELLOT \$50.00 \$15,000.00 Pending

[11-1 - Fence (Residential)] REAR YARD FENCE 6'

107315 411 ST. JOHN ST..13-106 SAINT JOHNS CONGREGATION \$870.00 \$250,000.00 Pending

[30-434 - Commercial - Alteration - Multi-Family of 3 or more units] NEW ELEVATOR

108226 1055 LIME KILN RD..21-420-30 RED SUNSET #5 LLC \$70.00 \$28,987.00 Pending

[30-434 - Commercial - Alteration - Multi-Family of 3 or more units] FOUNDATION REPAIR - INSTALL 8 PUSH PIERS, 4' EXCAVATION FOR WATERPROOFING

107145 1265 LOMBARDI AV..1-1841-A GREEN BAY CITY OF LAMBEAU FIELD \$5,273.61 \$1,200,000.00 Pending

[31-437 - Commercial - Addition - Non-Residence, Non-housekeeping] NEW NORTH GENERATOR ADDITION

107267 2380 E MASON ST , SUITE A..21-126-3 HOBLOB GREEN BAY EAST LLC \$1,874.00 \$378,619.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] NEW TENANT SPACE - SHELL SEPARATION WALL-HOBY LOBBY-5 BELOW SITE PLAN
\$5000 SWB

107329 2380 E MASON ST..21-126-3 HOBLOB GREEN BAY EAST LLC \$17,429.95 \$615,685.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] HOBBY LOBBY - ALTERATION

107350 1630 W MASON ST..6-150-1-2 NEUFELD ENTERPRISES II LLC \$2,060.02 \$1,400,000.00 Pending

[31-327 - Commercial - New - Stores, Customer Services (restaraunts, beauty shops, malls, taverns, auto showrooms, laundromats, warehouses, markets, kennels)] Site plan is under 6-150-1-1

107757 846 LIME KILN RD..21-1351 BARLEYS REAL ESTATE HOLDINGS LLC \$595.00 \$2,000.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] NEW BATHROOMS
*PLUMBING CONTRACTOR CHANGED WAITING FOR NEW CONTRACTOR

107797 975-999 LOMBARDI AV..1-1841-C F F LLC \$3,246.00 \$350,000.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] TRUE NORTH RENOVATIONS

108048 544 ACME ST..21-1200 GREEN BAY DRESSED BEEF LLC \$1,953.92 \$875,000.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] NEW BOILER ROOM AND SKYWALK
APPROVED EC 4/20/22

108093 635 MAIN ST..11-104 JNT VENTURE LLC \$360.00 \$35,417.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] 3 NEW OFFICE SPACES

108113 1678 E MASON ST ..21-1342-1 E&P PROPERTIES LLP \$210.00 \$7,500.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] INTERIOR DEMO ONLY - STARTED UNDER WRONG ADDRESS AS 1666 CASS

108208 515 PINE ST..11-263 BROWN COUNTY LIBRARY DOWNTOWN \$290.00 \$126,265.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] EXIT STAIRS/LOADING DOCK/DOORS

108240 3086 VOYAGER DR..21-142-1 C-7 LLC \$70.00 \$400.00 Pending

[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] DEMO ONLY

107778	1814 ELIZABETH ST..21-5713	1814 ELIZABETH STREET LLC	\$711.00	\$150,000.00	Pending
[33-320 - Commercial - New - Industrial Buildings (factories, machine shops, paper mills, beverage plants, manufacturing plants, printing plants)] NEW UNHEATED STORAGE BUILDING					
101222	1001 S HURON RD..21-170-2-1	D & D AUTOMOTIVE GROUP LLC	\$70.00	\$16,000.00	Pending
[34-1 - Siding (Commercial)] EXTERIOR SIDING					
107060	808 PACKERLAND DR..6H-1744	PACKERLAND COLD STORAGE LLC	\$140.00	\$35,000.00	Pending
[34-1 - Cell Tower - Alteration to Existing (Commercial)] T-MOBILE UPGRADE					
108088	312 VICTORIA ST..21-2324	SAINT PHILIPS CONGREGATION	\$70.00	\$9,964.00	Pending
[34-1 - Fence (Commercial)] FENCE 4' CHAIN LINK					
108091	118 S WASHINGTON ST..12-341	KATHRYN L & MICHAEL P TUBBS	\$70.00	\$156,000.00	Pending
[34-1 - Siding (Commercial)] TUCKPOINTING AND EXTERIOR PAINTING					
108152	975-999 LOMBARDI AV..1-1841-C	F F LLC	\$70.00	\$170,000.00	Pending
[34-1 - Roofing (Commercial)] ROOF WORK - AREA H					
108194	400 SCHOEN ST..21-1298-1	JUAN MALDONADO	\$70.00	\$3,000.00	Pending
[34-1 - Fence (Commercial)] REPAIR MAJORITY OF FENCE AND REPLACE FRONT PART CHANGING IT FROM WOOD TO METAL/STONE. SAME SIZE/LOCATION AS EXISTING FENCE					
108229	2961 GILBERT DR..21-3888	RAUL M & SONIA O BARRERA	\$50.00	\$700.00	Pending
[34-1 - Fence (Commercial)] FENCE					
108327	117-119 S CHESTNUT AV..3-100	BADGERLAND MANAGEMENT LLC	\$70.00	\$3,000.00	Pending
[34-1 - Fence (Commercial)] FENCE					
108399	2350 E MASON ST..21-126-7	GB EAST TOWN LLC	\$70.00	\$0.00	Pending
[34-1 - Temporary Office/Trailer/Event (Commercial)] AMERICAN TENT/ TENT SCHOOL - SET UP 5/19/22 TAKE DOWN 5/25/22					
108406	933 SMITH ST..7-324	SMITH STREET HOLDINGS LLC	\$70.00	\$3,000.00	Pending
[34-649 - Demolition - Interior (Commercial)] DEMO ONLY FIRE DAMAGE					
108435	2115 MAIN ST..21-453	GREEN BAY PETROLEUM & INVESTMENTS LLC	\$70.00	\$37,000.00	Pending
[34-1 - Z - Misc Project Not Listed (Commercial)] REPLCE 33 X 35 PAD OVER EXISTING TANKS, AND 4 GAS DISPENSER ISLANDS UNDER CANOPY					
108096	856 HOWARD ST..3-946	RACHEL HEIM	\$50.00	\$500.00	Closed
[40-1 - Electrical Service - Change (Residential)] REROUTE RISER UNDER SOFFIT TO SERVICE ATTACHMENT POINT					
108139	1415 ROSALIE LN..6-1014	KIMBERLY KLUMB	\$50.00	\$4,348.00	Pending
[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE - 100A OH TO 200A UG					
108149	3499 EDINBURGH RD..22-1588-129	DAVID N & BARBARA C SCHOENLEBER	\$50.00	\$8,079.00	Closed
[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] INSTALL 18K WHOLE HOUSE STANDBY GENERATOR WITH 200A SERVICE RATED TRANSFER SWITCH					
108150	1729 FARLIN AV..19-529	SCOTT R BERGEN	\$50.00	\$8,179.00	Pending
[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] INSTALL 14KW WHOLE HOUSE STANDBY GENERATOR & REPLACE ENTIRE ELECTRICAL SERVICE WITH NEW 100A SERVICE					
108165	452 DELWICHE RD..21-4608	CJS VINTAGE REMODELING LLC	\$50.00	\$500.00	Pending
[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] MOVED SWITCHES AND RECEPTACLES IN SOME INTERIOR WALLS					
108168	1112 LYNDON ST..18-596	CARVER INVESTMENTS LLC	\$50.00	\$1,000.00	Closed

[40-1 - Electrical Service - Change (Residential)] EMERGENCY PANEL CHANGE

108177 1671 DEBRA LN..21-1111-P-21 DIANE M & MICHAEL J DELVAUX \$50.00 \$1.00 Pending

[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE TO 100 AMP OVERHEAD

108178 1722 BURNS AV..6-1830 GE L & KHAM MOUA \$70.00 \$2,000.00 Pending

[40-1 - New Electrical System (Commercial)] INSTALL OVERHEAD POWER SUPPLY SERVICE

108189 1588 DOUSMAN ST..6-228-A ANNE VANDENAVOND \$50.00 \$3,000.00 Closed

[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE 60 AMP TO 100 AMP

108192 1278 DOTY ST..14-1344 BRENDA STAUDENMAIER \$50.00 \$1,000.00 Pending

[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] ELECTRICAL UPGRADE TO ENTIRE HOUSE. REMOVING KNOB AND TUBE. NEW CEILING LIGHT BOXES, ADDING SOME OUTLETS TO BRING UPT O CODE, ADDING GFCI IN BATHROOM, KITCHEN AND SUMP IN BASEMENT.

108193 1956 DECKNER AV..21-2286-1 ALEXANDER M & GINA J BECKER \$50.00 \$200.00 Closed

[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] PANEL CHANGE - 20 SPACE TO 30 SPACE.

108196 102 S ASHLAND AV..3-72 CATHERINE H & MICHAEL G ORETO \$50.00 \$450.00 Pending

[40-1 - Electrical Service - Repair (Residential)] REPAIR CONDUIT BETWEEN METER AND PANEL. INSPECT PANEL AND GROUNDING

108203 1003 SHEA AV..18-68 TIMOTHY & FRANCES HUEMPNER \$50.00 \$900.00 Closed

[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR

108217 1248 N BUCHANAN ST..18-781-5 M T REAL ESTATE HOLDINGS LLC \$70.00 \$2,200.00 Pending

[40-1 - Electrical Service - Change (Commercial)] REPLACE EXISTING 200A SERVICE ON POLE TO NEW PANEL & METERBASE

108239 1542 FOREST GLEN DR..6-1027-11 THOMAS J ARNOLDI \$50.00 \$800.00 Pending

[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR

108247 1691 WESTERN AV..6-121-G JKG PROPERTIES LLC \$70.00 \$200.00 Pending

[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] ELEC WIRING - NEW WIRE BEING REPLACED/INSTALLED FOR A VENT FAN.

108262 905 S MONROE AV..16-122 LEAH ANN & BENJAMIN S COHEN \$50.00 \$2,400.00 Pending

[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE 100A TO 200A, OVERHEAD

108263 840-842 EDGEWOOD DR..21-4858 JANE P & ERIC M GERLACH \$50.00 \$1,500.00 Pending

[40-1 - Electrical Service - Repair (Residential)] SERVICE UPGRADE

108283 1229 REDWOOD DR..1-1880 JOHN H & BARBRA A BYRNES \$50.00 \$2,000.00 Pending

[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE TO 200 A

108284 219 ALLEN AV..21-88-3-2 MARGARET A & ETHAN T SMITH \$50.00 \$2,000.00 Pending

[40-1 - Electrical Service - Change (Residential)] SERVICE CHANGE - NEW SERVICE 200A

108295 384 BRETCOE DR..21-1147-36 PATRICIA A & ALBERT P LORENZ \$50.00 \$10,781.00 Pending

[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] GENERAC GENERATOR INSTALL

108297 408 MANCHESTER DR..6-2844 PAUL K & MARY E PETT \$100.00 \$10,660.00 Pending

[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] AIR CONDITIONER AND WIRING FOR NEW AC

108328 1828 HAROLD ST..21-2173-2 GRACE RENTALS LLC \$50.00 \$500.00 Pending

[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] MISC LIGHTING AND WIRING RELOCATION REPAIRS TO MAKE HOUSE CODE CONFORMING

108346 2313 HILLSIDE LN..21-95-3 CHRISTY & PATRICK MCCLURE \$50.00 \$1,800.00 Pending

[40-1 - Electrical Service - Change (Residential)] REPLACE ELEC PANEL FROM MAIN BREAKER, NOT WORKING

108351	1436 BEECH TREE DR..6H-1713	ALFREDO & SHELLEY JO RUEDA	\$50.00	\$500.00	Closed
[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR					
108352	2010 WEST POINT TERR..6H-1097-2	CARMELA & JOE ERIVES	\$50.00	\$500.00	Closed
[40-1 - Electrical Service - Repair (Residential)] REPAIR SERVICE DUE TO FALLEN TREE					
108353	2050 WEST POINT TERR..6H-1560	DANIEL TORRES	\$50.00	\$500.00	Closed
[40-1 - Electrical Service - Repair (Residential)] REPAIR SERVICE DUE TO FALLEN TREE					
108356	1115 S IRWIN AV..17-584	AMANDA R KVIGNE	\$50.00	\$1,200.00	Closed
[40-1 - Electrical Service - Change (Residential)] SERVICE CHANGE - NEW 100 AMP PANEL					
108364	574 BAIRD CREEK RD..21-1242-13	WS PROPERTY INVESTMENTS LLC	\$100.00	\$1,500.00	Pending
[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] REMODEL - PER ERIK W. NO BULDG PERMIT NEEDED, JUST ELEC AND PLBG					
108379	1919 S BROADWAY..1-1407	GEORGIA PACIFIC CONSUMER PRODUCTS LP	\$70.00	\$1.00	Pending
[40-1 - Electrical Service - Temporary (Commercial)] TEMPORARY SERVICE					
108385	1426 BEECH TREE DR..6H-1714	JORGE SUAREZMARTINEZ, ETAL	\$50.00	\$3,000.00	Pending
[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIR - MAST THAT WAS DESTROYED BY A TREE					
108396	1611 STATE ST..1-1407-5	GEORGIA PACIFIC CONSUMER PRODUCTS LP	\$70.00	\$1.00	Pending
[40-1 - Electrical Service - Temporary (Commercial)] TEMPORARY SERVICE					
108400	1529 LANGLADE AV..6-1068	MARIE HELMKE	\$50.00	\$2,300.00	Pending
[40-1 - Electrical Service - Change (Residential)] SERVICE UPGRADE 100 AMP OH TO 200 AMP UG AND CLEAN UP WIRING IN BASEMENT PANEL ROOM					
108403	1401 NELSON ST..6-2187	TODD M & SANDRA M SIELOFF	\$50.00	\$1,349.00	Pending
[40-1 - Electrical Service - Change (Residential)] SERVICE CHANGE					
108416	933 SMITH ST..7-324	SMITH STREET HOLDINGS LLC	\$70.00	\$1,000.00	Pending
[40-1 - Electrical Service - Repair (Residential)] RECONNECT POWER AFTER FIRE					
108440	119-123 HUTH ST..21-2286-4	JONATHAN C DEPREZ	\$70.00	\$800.00	Pending
[40-1 - Electrical Service - Repair (Residential)] SERVICE REPAIRS					
108455	1931 TREELAND DR..6H-4336	PAUL MATTHEW WHITAKER	\$100.00	\$14,000.00	Pending
[40-1 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] GENERATOR					
108457	1749 S BROADWAY..1-1415	GEORGIA PACIFIC CONSUMER PRODUCTS LP	\$70.00	\$1.00	Pending
[40-1 - Electrical Service - Temporary (Commercial)] TEMPORARY POWER 1200 AMP CORNER OF BROADWAY AND MOTOR STREET					
108132	200 PACKERLAND DR..6H-1736	RENN PACKERLAND PROPERTIES LLC	\$70.00	\$49,740.00	Closed
[50-1 - AC Unit Only (Commercial)] AIR CONDITIONER					
108141	3114 EASTBREEZE LN..21-5341	JESSICA M & JOHN M YOUNGWIRTH	\$50.00	\$8,380.00	Closed
[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER					
108142	2663 EAST SHORE DR..21-1110-5	SCHINDLER DAVID TRUST	\$50.00	\$6,100.00	Closed
[50-1 - Heating Unit Only (Residential)] BOILER					
108143	603 FAIR WINDS LN..21-7160	JOHN & JESSICA YOUNGWIRTH	\$50.00	\$5,064.00	Closed

[50-1 - Heating Unit Only (Residential)] FURNACE

108144	1021 WIRTZ AV..2-779	RONALD J RENIER LIVING TRUST	\$50.00	\$4,000.00	Closed
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[50-1 - Heating Unit Only (Residential)] FURNACE

108202	623 ABRAMS ST..21-2632	GREGORY J KRUMHOLZ	\$50.00	\$2,600.00	Pending
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[50-1 - Heating Unit Only (Residential)] FURNACE

108206	1621 ARGONNE DR..6-301-A	TIFFANY M & MACEO L MCCRORY	\$50.00	\$10,674.00	Pending
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[50-1 - Heating Unit Only (Residential)] BOILER

108211	2511 VALIANT LN..6H-1926	EMILY A GIBBONS	\$50.00	\$7,981.00	Closed
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[50-1 - AC Unit Only (Residential)] AIR CONDITIONER

108212	2719 SHERRY LN..21-3448	MICHAEL J FISHER	\$50.00	\$8,100.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER

108213	816 N ASHLAND AV..5-17	CHESTER WEIER, ETAL	\$50.00	\$3,550.00	Pending
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[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER

108214	2582 FINGER RD..21-120-39	BARRY P WRITT REVOCABLE LIVING TRUST	\$50.00	\$3,200.00	Closed
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[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER

108215	1140 CRESTWOOD DR..6H-1156-4	STEVEN M ZAHN	\$50.00	\$4,250.00	Closed
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[50-1 - Heating Unit Only (Residential)] A FURNACE

108218	1110 COLONIAL AV..1-1797	DALE L TEASE	\$50.00	\$2,875.00	Pending
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[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER

108219	1226 N DANZ AV..21-290-4	JOYCE D STEPHANY	\$50.00	\$2,561.00	Closed
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[50-1 - Heating Unit Only (Residential)] A FURNACE

108266	2705 OLD COACH RD..21-5778	KYLEEN M & JAMES V DRAKE	\$50.00	\$11,753.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITIONER

108267	2389 WILDER ST..23-320	DEBRA A & MARK S SGARIOTO	\$50.00	\$4,640.00	Closed
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[50-1 - Heating Unit Only (Residential)] FURNACE

108268	153 ROSE LN..21-89-22	DARLENE D ADAMSON	\$50.00	\$7,593.35	Pending
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[50-1 - Heating Unit Only (Residential)] NEW BOILER

108307	1207 HARVEY ST..7-107	KLEIFGEN PROPERTIES LLC	\$50.00	\$3,400.00	Pending
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[50-1 - Heating Unit Only (Residential)] FURNACE

108308	1418 E MASON ST..17-796	MICHAEL E TOELLNER	\$50.00	\$6,200.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER

108324	1537 9th ST..6-1280	KENNETH J & ANN M KABACINSKI	\$50.00	\$7,200.00	Pending
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[50-1 - Heating and Air Conditioning Units (Residential)] A FURNACE AND AIR CONDITONER

108337	510 W CHICKADEE LN..6H-3046	SARAH M & DARIN W RADTKE	\$50.00	\$4,250.00	Pending
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[50-1 - Heating Unit Only (Residential)] A FURNACE

108339	2974 W MILKY WAY CT..6H-3692	JENNIFER L & ALEC D TANTILLO	\$50.00	\$5,300.00	Closed
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[50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER

108342	1112-1114 LA COUNT RD..6H-3677 [50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER	JAMES S DAMOUR, ETAL	\$50.00	\$3,250.00	Closed
108343	1112-1114 LA COUNT RD..6H-3677 [50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER	JAMES S DAMOUR, ETAL	\$50.00	\$3,250.00	Closed
108348	911 PACKERLAND DR..6H-1725 [50-1 - Heating and Air Conditioning Units (Commercial)] A FURNACE AND AIR CONDITIONER	PEOPLES MARINE BANK	\$140.00	\$23,155.00	Pending
108363	414 S JEFFERSON ST..13-87 [50-1 - Heating Unit Only (Commercial)] A FURNACE	414 S JEFFERSON ST GREEN BAY LLC	\$70.00	\$7,428.00	Pending
108369	903 WILSON AV..18-331 [50-1 - Heating Unit Only (Residential)] A FURNACE	STEVEN A STEIMLE	\$50.00	\$6,250.00	Pending
108380	2568 S TRILLIUM CIR..6H-2534 [50-1 - AC Unit Only (Residential)] AIR CONDITIONER	JAMIE S & BRADLEY M DUBORD	\$50.00	\$4,763.00	Pending
108381	735 NORTHERN AV..18-1451 [50-1 - AC Unit Only (Residential)] AIR CONDITIONER	NHIA LEE	\$50.00	\$5,091.00	Pending
108382	2700 HE-NIS-RA LN..6H-2151 [50-1 - AC Unit Only (Residential)] AIR CONDITIONER	MATTHEW A & JENNIFER M CARSON	\$50.00	\$4,350.00	Pending
108433	486 SKYLINE BLVD..21-822-7 [50-1 - Heating and Air Conditioning Units (Residential)] INSTALL 5 WALL MOUNTED INDOOR COOLING UNITS AND OUTDOOR CONDENSING UNIT WITH PAD AND HEAT PUMP STAND	ROBERT & JACQUELINE BETHKE	\$50.00	\$19,602.00	Pending
108436	1662 LAKE LARGO DR..21-262-30 [50-1 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER	LEHMAN JOINT REVOCABLE TRUST	\$50.00	\$7,660.00	Pending
108449	414 E WALNUT ST..11-257 [50-1 - AC Unit Only (Commercial)] AN AIR CONDITIONER	COLUMBUS OFFICE BUILDING LLC	\$70.00	\$88,500.00	Pending
108465	510 12th AV..2-602 [50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER	RYAN T WOOD	\$50.00	\$4,603.00	Pending
108466	1249 MARIAN LN..1-2085 [50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER	KATHY & JOHN P SHIMON	\$50.00	\$3,300.00	Pending
108467	1579 PROPER ST..19-257 [50-1 - AC Unit Only (Residential)] AN AIR CONDITIONER	SCOTT D & CHRISTOPHER D DIX	\$50.00	\$4,000.00	Pending
108470	1030 DOTY ST..14-911 [50-1 - Heating Unit Only (Residential)] FURNACE	ELIZABETH & DANIEL FIELDS	\$50.00	\$5,000.00	Pending
108009	3017 SANDIA DR..6H-2751 [60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION	STEVEN J GLASER	\$50.00	\$720.00	Pending
108115	512 LORRAINE LN..21-4347 [60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER REPLACEMENT	TODD J LUKES	\$50.00	\$13,940.00	Closed
108120	920 PACKERLAND DR..6H-1745 [60-1 - Sanitary Sewers - Connection/Repair (Commercial)] REPAIR PIPE AND INSTALL NEW INLET	CALUMAR PROPERTIES LLC	\$30.00	\$3,600.00	Closed
108122	700 EMILIE ST..16-210	PETER B W C & KRISTINE M ANDREWS	\$30.00	\$1,000.00	Closed

[60-1 - Water Service - Connection/Repair (Residential)] REPLACE WATER SERVICE

108123	1320 ELIZA ST..17-550	WAYNE R GEORGE	\$30.00	\$1,000.00	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] REPLACE WATER SERVICE

108124	1507 CEDAR ST..19-133	ALLEN E & JANET M DREWESKI	\$30.00	\$1,000.00	Pending
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[60-1 - Water Service - Connection/Repair (Residential)] REPLACE WATER SERVICE

108151	1170 GRIGNON ST..17-201-A	BENJAMIN R & SARAH E T VANDERZANDEN	\$30.00	\$11,000.00	Closed
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[60-1 - Sanitary Sewers - Connection/Repair (Residential)] REPLACE SANITARY SEWER LATERAL FROM MAIN TO INSIDE THE HOUSE - PIPE BURST

108158	1013 THRUSH ST..18-1132	NICHOLAS & APRIL KALLIES	\$50.00	\$16,690.00	Closed
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[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION

108159	1170 GRIGNON ST..17-201-A	BENJAMIN R & SARAH E T VANDERZANDEN	\$30.00	\$1,150.00	Closed
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[60-1 - Repair/Alter Existing Plumbing System (Residential)] REPLACE DRAIN LINE IN BASEMENT AND ADD BACKWATER VALVE

108179	846 LIME KILN RD..21-1351	BARLEYS REAL ESTATE HOLDINGS LLC	\$70.00	\$1,000.00	Pending
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[60-1 - Water Heater (Commercial)] WATER HEATER REPLACEMENT

108200	100 BLK S CHESTNUT AV..3-99	HISTORIC WEST LLC	\$30.00	\$2,700.00	Closed
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[60-1 - Misc Plumbing (treatment systems, grease traps, backflow valve)(Commercial)] CATCH BASIN REPLACEMENT

108223	1067 ST. PAUL ST..2-766-A	NATALIE A EHREN	\$30.00	\$6,695.00	Closed
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[60-1 - Repair/Alter Existing Plumbing System (Residential)] REPLACE SEWER AND WATER

108232	604 COLUMBIA AV..5-268	TRACY L & DAWN J TESNOW	\$50.00	\$1,050.00	Pending
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[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER REPLACEMENT

108246	1616 W MASON ST, SUITE B..6-149	NEUFELD ENTERPRISES II LLC	\$30.00	\$4,500.00	Closed
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[60-1 - Storm Sewers - Connection/Repair (Commercial)] REPAIR STORM SEWER INLET

108248	1020 AMBERLY TR..21-152-16	CHRIS R SKALESKI	\$50.00	\$9,986.00	Pending
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[60-1 - Repair/Alter Existing Plumbing System (Residential)] REPLACE MIXER VALVE AND SHOWER STALL

108252	418 NORTHERN AV..5-362	JOHN LARDINOIS	\$30.00	\$1,000.00	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] REPLACE WATER LINE

108253	968 BOND ST..5-1286	JODY R & AUDRA A SMET, ETAL	\$30.00	\$1,000.00	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] REPLACE WATER SERVICE

108254	708 N BROADWAY..5-71	SERENE PROPERTIES LLC	\$30.00	\$1,000.00	Pending
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[60-1 - Water Service - Connection/Repair (Residential)] REPLACE WATER LINE

108255	877 DIVISION ST..5-1196	K&K ELITE PROPERTIES LLC	\$30.00	\$1,000.00	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] REPLACE WATER LINE

108256	120 ALLARD AV..3-32	JAYNE L RISING	\$30.00	\$1,000.00	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] REPLACE WATER LINE

108265	1828 HAROLD ST..21-2173-2	GRACE RENTALS LLC	\$100.00	\$3,000.00	Pending
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[60-1 - Repair/Alter Existing Plumbing System (Residential)] REPIPING WATER & DRAIN
*fees were doubled due to working without permits so they were charged \$100 in total.

108276	884 HOWARD ST..3-437	KATHERINE M MATYSHAK	\$30.00	\$3,500.00	Pending
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[60-1 - Water Service - Connection/Repair (Residential)] REPLACE WATER LINE

108277	824 N CHESTNUT AV..5-51	AMELIA JORDAN	\$30.00	\$4,300.00	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] REPLACE WATER LINE

108278	517 MATHER ST..5-967	MICK SCHEUER	\$30.00	\$3,900.00	Pending
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[60-1 - Water Service - Connection/Repair (Residential)] REPLACE WATER LINE

108279	510 CASS ST..15-167	NORA & MIKE R KANZENBACH	\$30.00	\$4,250.00	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] REPLACE WATER LINE

108280	1101 LANGLADE AV..1-1394-1	MATTHEW C SWIECICHOWSKI	\$30.00	\$4,900.00	Pending
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[60-1 - Water Service - Connection/Repair (Residential)] REPLACE WATER LINE

108305	325 S ONEIDA ST..3-1246	KELLY S BIGELOW	\$30.00	\$2,500.00	Closed
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[60-1 - Storm Sewers - Connection/Repair (Commercial)] TAPPING STORM SEWER MAIN TO PROVIDE ADDITIONAL INLET TO PROPERTY

108313	832 N CHESTNUT AV..5-53	DENNIS J & GERTRUDE F DOLAN REVOCABLE LIVING TRUST	\$30.00	\$4,445.00	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] REPAIR SEWER LATERAL WHERE LATERAL MEETS MAIN IN THE ALLEY WAY

108314	533 MELROSE AV..5-259	DANIEL T PETERS	\$30.00	\$3,995.00	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] REPLACE GALVANIZED WATER LINE

108315	139 S BUCHANAN ST..3-211	RALPH B LYMAN, ETAL	\$30.00	\$5,595.00	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] REPLACE GALVANIZED WATER LINE

108316	973 VELP AV..18-821	JENNIFER L & PATRICK G BELANGER	\$30.00	\$4,531.75	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] REPLACE WATER LINE

108317	887 VELP AV..18-846	JOYCE M NEWELL	\$30.00	\$4,281.75	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] REPLACE WATER LINE

108318	1006 N CHESTNUT AV..18-519	LOANN M JOHNSON	\$30.00	\$4,995.00	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] REPLACE COPPER WATER LINE FROM METER TO CURB STOP

108319	948 SCHOOL PL..3-512	MICHELE & TIMOTHY W ROSINSKI	\$30.00	\$3,831.75	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] REPLACE WATER LINE

108320	318 13th AV..3-855	SCOTT W ROSENBERG	\$30.00	\$4,500.00	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] REPLACE GALVANIZED WATER LINE

108325	234 S WASHINGTON ST..13-2	HARP & EAGLE LTD	\$70.00	\$2,000.00	Pending
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[60-1 - Misc Plumbing (treament systems, grease traps, backflow valve)(Commercial)] REPLACE GREASE TRAP

108326	126 S JACKSON ST..14-446	MARLENE L MUELLER, ETAL	\$50.00	\$300.00	Closed
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[60-1 - Water Heater (Residential)] WATER HEATER

108345	1598 FOREST GLEN DR..6-1027-1	WILLIAM LISON	\$50.00	\$8,321.00	Closed
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[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION INCLUDING MIXING VALVE AND TRAP

108357	218 OAK ST..3-1168	LORRAINE A & ROBERT C PETERS	\$30.00	\$1,000.00	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] REPLACE WATER LINE

108358	1023 HOWARD ST..3-506	HOWARD PINE PROPERTIES LLC	\$30.00	\$1,000.00	Closed
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[60-1 - Water Service - Connection/Repair (Residential)] REPLACE WATER LINE					
108386	1775 EDISON ST..21-1347-5	DAVID J RIEDY	\$30.00	\$1,200.00	Pending
[60-1 - Storm Sewers - Connection/Repair (Redisential)] STORM SEWER REPAIR					
108387	1058 SHAWANO AV..3-1121	YVONNE & WILLIAM ORTON	\$30.00	\$4,800.00	Closed
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE WATER SERVICE					
108388	1158 PINE ST..14-78	YOLI & JAIME MINAN	\$30.00	\$3,800.00	Pending
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE WATER SERVICE					
108391	1226 S BROADWAY..1-849	WAVE ENTERPRISE LLC	\$30.00	\$5,000.00	Closed
[60-1 - Sanitary Sewers - Connection/Repair (Residential)] SANITARY SEWER REPAIR					
108394	1634 COFRIN DR..21-1192-4	CONTRACT TRANSPORT SERVICES REAL ESTATE LLC	\$70.00	\$1,000.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Commercial)] INSTALL R.P. VALVE ON PRESSURE WASHER					
108418	1796 JUNIPER DR..21-1110-M-141	KATIE F & PETE ZACARIAS	\$30.00	\$20,000.00	Pending
[60-1 - Storm Sewers - Connection/Repair (Redisential)] REPLACE STORM SEWER SUMP PUMP					
108419	1614 SHAWANO AV..6-235-A-1	PSR REAL ESTATE HOLDINGS, LLC	\$30.00	\$16,650.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Commercial)] ADDING 2 CATCH BASINS					
108423	1012 DAY ST..7-40	NANCY ROWELL	\$50.00	\$935.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION					
108425	811 11th AV..2-470	BROWN COUNTY INVESTMENTS LLC	\$30.00	\$4,600.00	Pending
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE GALVANIZED WATER LINE					
108426	1225 SPENCE ST..1-1664	DANA J ANDERSON	\$30.00	\$8,495.00	Pending
[60-1 - Sanitary Sewers - Connection/Repair (Residential)] PIPEBURST NEW SEWER LATERAL FROM THE BASEMENT					
108427	1231 10th AV..1-181	MARY K COONEY	\$30.00	\$3,981.00	Pending
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE WATER LINE					
108428	800 12th AV..2-540	GREEN BAY HOLDINGS II LLC	\$30.00	\$4,581.00	Pending
[60-1 - Water Service - Connection/Repair (Residential)] REPLACE WATER LINE					
108429	515 PINE ST..11-263	BROWN COUNTY LIBRARY DOWNTOWN	\$30.00	\$2,000.00	Pending
[60-1 - Water Service - Connection/Repair (Commercial)] EXTERIOR - WATER SERVICE REPAIR					
108432	912 SHEA AV..18-125	BARBARA P & DENNIS E REED	\$50.00	\$15,418.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION INCLUDING MIXING VALVE AND TRAP					
108437	802 CORA ST..3-400	BROWN COUNTY INVESTMENTS LLC	\$30.00	\$1,000.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] REPLACE WATER LINE					
108438	1037 SHAWANO AV..3-250	FOX VALLEY INVESTMENTS LLC	\$30.00	\$0.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] REPLACE WATER LINE					
108439	832 BOND ST..5-1222	LEE F BRAATZ	\$30.00	\$1,000.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] REPLACE WATER LINE					
108441	3420 BAY HIGHLANDS DR..21-5508	TERRI A & STEVEN M LONG	\$50.00	\$8,750.00	Pending

[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION

108447	1220 HOBART DR..6H-1110-2	TVO HOBART LLC	\$50.00	\$6,935.00	Pending
[60-1 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION AND REPLACE MIXER VALVE					
108462	2055 BUCKTHORN TR..6H-4441	MARK L & NONA R SCHLEY JOINT REVOCABLE TRUST	\$100.00	\$4,000.00	Pending
[60-1 - Lawn Sprinklers (Residential)] LAWN SPRINKLERS					
107761	600 S MILITARY AV..6-149-5	NEUFELD ENTERPRISES II LLC	\$370.73	\$28,300.00	Pending
[70-1 - Signs - Permanent] Wall & Pole Signs					
107881	610 N BROADWAY..5-1523-1	NEW COMMUNITY CLINIC LTD	\$133.97	\$11,200.00	Pending
[70-1 - Signs - Permanent] New Wall Signs					
107986	1465 UNIVERSITY AV..19-48	BADIMAALIKA LLC	\$150.14	\$20,000.00	Pending
[70-1 - Signs - Permanent] New Fuel Canopy Signs					
107987	1125 W MASON ST..2-1102	SALVATION ARMY THE	\$30.00	\$300.00	Pending
[70-1 - Signs - Permanent] Temporary Ground Sign					
107993	1538 W MASON ST..6-147-C	L&J MASON STREET PROPERTIES LLC	\$90.40	\$2,070.00	Pending
[70-1 - Signs - Permanent] New Sign Contractor					
108032	234 S ADAMS ST..13-49	RUMMELES JEWELERS INC OF GREEN BAY	\$87.50	\$13,000.00	Pending
[70-1 - Signs - Permanent] New Wall Sign					
108039	627 N IRWIN AV..8-227	MIRHASHEMI INC	\$84.80	\$4,900.00	Pending
[70-1 - Signs - Permanent] New Wall Sign					
108070	135 PACKERLAND DR..6H-1052-2	JN INVESTMENT PROPERTIES LLC	\$98.00	\$250.00	Pending
[70-1 - Signs - Permanent] Expanded Monument Sign					
108080	1620 S ASHLAND AV..1-1097-1	HILGENBERG & ASSOCIATES INC	\$90.50	\$3,200.00	Pending
[70-1 - Signs - Permanent] New Wall Sign					
108101	1616 W MASON ST, SUITE C..6-149	NEUFELD ENTERPRISES II LLC	\$254.79	\$11,125.00	Pending
[70-1 - Signs - Permanent] New Wall Signs					
108147	1630 W MASON ST..6-150-1-2	NEUFELD ENTERPRISES II LLC	\$274.41	\$25,000.00	Pending
[70-1 - Signs - Permanent] New Sign Package					
108155	1632 W MASON ST..6-150-1-1	NEUFELD ENTERPRISES II LLC	\$219.06	\$10,500.00	Pending
[70-1 - Signs - Permanent] New Sign Package					
108181	100 W WALNUT ST..4-180	GREEN BAY REDEVELOPMENT AUTHORITY	\$201.02	\$9,000.00	Pending
[70-1 - Signs - Permanent] Updated Site Signage					
108182	409 S WEBSTER AV..14-872	WP HART PROPERTIES LLC	\$86.60	\$14,000.00	Pending
[70-1 - Signs - Permanent] Updated Monument Sign					
108183	2700 HUMBOLDT RD..21-1244-1	GB GREEN BAY LLC	\$85.40	\$850.00	Pending
[70-1 - Signs - Permanent] Wall Sign					
108222	2710 HUMBOLDT RD..21-1244	GB GREEN BAY LLC	\$121.40	\$9,500.00	Pending

[70-1 - Signs - Permanent] New Monument/Wall Signage

108303	599 S MILITARY AV..6-1516	G & A LARSEN PROPERTIES LLC	\$89.24	\$1.00	Closed
[70-1 - Signs - Permanent] New Wall Sign					
108415	1693 E MASON ST..21-2644	LUIS A GOMEZ	\$87.20	\$8,000.00	Pending
[70-1 - Signs - Permanent] Pole Sign					
Totals: 308 projects			\$63,146.56	\$10,090,053.76	

Summary of Projects Issued

4/1/2022 to 4/30/2022

Class of Work	Proj	Site	Plan	Bldg	Elec	HVAC	Plbg	EC	Fees Paid	Estimated Cost
1 Residential - New - Single Family House	4	4	8	4	4	4	4	4	\$5,325.45	\$1,412,100.00
2 Residential - Addition - Single Family House	2	1	2	2	2	1	2	0	\$455.00	\$197,629.00
2 Residential - Alteration - 1 -2 Family House	17	2	14	17	13	5	8	0	\$2,875.00	\$458,450.00
3 Residential - New - 2 Family House (Duplex)	1	1	2	1	1	1	1	1	\$1,975.24	\$310,000.00
4 Residential - Addition - Garage, Carport	2	1	2	2	1	0	0	0	\$662.21	\$75,000.00
4 Residential - Alteration - Garage or carport or Shed	1	0	0	1	0	0	0	0	\$50.00	\$0.00
7 Deck, Porch, Patio, Ramp (Residential)	21	8	8	21	0	0	0	0	\$1,700.00	\$159,500.00
9 Demolition - Interior (Residential)	2	0	0	2	0	0	0	0	\$100.00	\$13,000.00
11 Driveway Replacement and/or Expansion (Residential)	12	0	0	12	0	0	0	0	\$600.00	\$80,220.00
11 Fence (Residential)	31	1	1	31	0	0	0	0	\$1,600.00	\$200,845.13
11 Foundation Repair (Residential)	11	0	0	11	0	0	1	0	\$600.00	\$101,217.03
11 Garage/Carport/Shed (residential)	15	4	5	15	3	0	0	0	\$1,125.00	\$204,969.00
11 Swimming Pool (Residential)	5	3	2	5	3	2	0	1	\$675.00	\$109,800.00
11 Z - Misc Project Not Listed (Residential)	6	1	1	6	1	0	0	0	\$525.00	\$21,005.00
30 Commercial - Alteration - Multi-Family of 3 or more units	2	1	1	2	1	1	1	0	\$940.00	\$278,987.00
31 Commercial - Addition - Non-Residence, Non-housekeeping	1	1	4	1	1	1	1	1	\$5,273.61	\$1,200,000.00
31 Commercial - Alteration - Non-Residence, Non-Housekeeping	9	2	11	9	8	4	5	0	\$26,028.87	\$2,390,886.00
31 Commercial - New - Stores, Customer Services (restaraunts, beauty shops, malls, taverns, auto showrooms, laundromats, warehouses, markets, kennels)	1	0	4	1	1	1	1	1	\$2,060.02	\$1,400,000.00
33 Commercial - New - Industrial Buildings (factories, machine shops, paper mills, beverage plants, manufacturing plants, printing plants)	1	1	1	1	1	0	0	0	\$711.00	\$150,000.00
34 Cell Tower - Alteration to Existing (Commercial)	1	0	0	1	1	0	0	0	\$140.00	\$35,000.00
34 Demolition - Interior (Commercial)	1	0	0	1	0	0	0	0	\$70.00	\$3,000.00
34 Fence (Commercial)	4	0	0	4	0	0	0	0	\$260.00	\$16,664.00
34 Roofing (Commercial)	1	0	0	1	0	0	0	0	\$70.00	\$170,000.00
34 Siding (Commercial)	2	0	0	2	0	0	0	0	\$140.00	\$172,000.00
34 Temporary Office/Trailer/Event (Commercial)	1	0	0	1	0	0	0	0	\$70.00	\$0.00
34 Z - Misc Project Not Listed (Commercial)	1	0	0	1	0	0	0	0	\$70.00	\$37,000.00
40 Electrical Service - Change (Commercial)	1	0	0	0	1	0	0	0	\$70.00	\$2,200.00
40 Electrical Service - Change (Residential)	12	0	0	0	12	0	0	0	\$600.00	\$21,898.00
40 Electrical Service - Repair (Residential)	10	0	0	0	10	0	0	0	\$540.00	\$9,950.00
40 Electrical Service - Temporary (Commercial)	3	0	0	0	3	0	0	0	\$210.00	\$3.00
40 Electrical Wiring (Misc., Alteration, Repair) (Commercial)	1	0	0	0	1	0	0	0	\$70.00	\$200.00
40 Electrical Wiring (Misc., Alteration, Repair) (Residential)	10	0	0	0	10	1	1	0	\$650.00	\$55,399.00
40 New Electrical System (Commercial)	1	0	0	0	1	0	0	0	\$70.00	\$2,000.00
50 AC Unit Only (Commercial)	2	0	0	0	0	2	0	0	\$140.00	\$138,240.00

50 AC Unit Only (Residential)	13	0	0	0	0	13	0	0	\$650.00	\$55,513.00
50 Heating and Air Conditioning Units (Commercial)	1	0	0	0	0	1	0	0	\$140.00	\$23,155.00
50 Heating and Air Conditioning Units (Residential)	7	0	0	0	0	7	0	0	\$350.00	\$68,895.00
50 Heating Unit Only (Commercial)	1	0	0	0	0	1	0	0	\$70.00	\$7,428.00
50 Heating Unit Only (Residential)	13	0	0	0	0	13	0	0	\$650.00	\$66,382.35
60 Lawn Sprinklers (Residential)	1	0	0	0	0	0	1	0	\$100.00	\$4,000.00
60 Misc Plumbing (treatment systems, grease traps, backflow valve)(Commercial)	2	0	0	0	0	0	2	0	\$100.00	\$4,700.00
60 Repair/Alter Existing Plumbing System (Commercial)	2	0	0	0	0	0	2	0	\$100.00	\$17,650.00
60 Repair/Alter Existing Plumbing System (Residential)	16	0	0	0	0	0	16	0	\$750.00	\$95,590.00
60 Sanitary Sewers - Connection/Repair (Commercial)	1	0	0	0	0	0	1	0	\$30.00	\$3,600.00
60 Sanitary Sewers - Connection/Repair (Residential)	3	0	0	0	0	0	3	0	\$90.00	\$24,495.00
60 Storm Sewers - Connection/Repair (Commercial)	2	0	0	0	0	0	2	0	\$60.00	\$7,000.00
60 Storm Sewers - Connection/Repair (Residential)	2	0	0	0	0	0	2	0	\$60.00	\$21,200.00
60 Water Heater (Commercial)	1	0	0	0	0	0	1	0	\$70.00	\$1,000.00
60 Water Heater (Residential)	1	0	0	0	0	0	1	0	\$50.00	\$300.00
60 Water Service - Connection/Repair (Commercial)	1	0	0	0	0	0	1	0	\$30.00	\$2,000.00
60 Water Service - Connection/Repair (Residential)	28	0	0	0	0	0	28	0	\$840.00	\$88,787.25
70 Signs - Permanent	18	17	0	18	0	0	0	0	\$2,555.16	\$171,196.00
Totals:	308	48	66	173	79	58	85	8	\$63,146.56	\$10,090,053.76



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name Brown		County Code Number 05		Report for Month/Year April, 2022	
Municipal Name Green Bay Municipal Court		Municipal Code Number 231		Telephone Number 920-448-3131	
I. MUNICIPAL COURT OFFICIAL	Total Amount Collected	Share to be retained by Municipality	Share to be sent to County	Share to be sent to State	
1. Forfeitures for Municipal Ordinance Violations (Except for Municipal Ordinances in Conformity with Ch 348, Stats.)	\$ 73,210.83	\$ 73,210.83			
Adjustment (if applicable)	\$.00	\$.00			
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	\$ 26,199.18	\$ 22,523.52		\$ 3,675.66	
Adjustment (if applicable)	\$.00	\$.00		\$.00	
3. Penalty Surcharges (s. 757.05, Stats.)	\$ 18,562.47			\$ 18,562.47	
Adjustment (if applicable)	\$.00			\$.00	
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	\$ 7,338.01		\$ 7,338.01		
Adjustment (if applicable)	\$.00		\$.00		
5. Driver Improvement Surcharges (s. 346.655, Stats.)	\$ 9,619.71		\$ 4,927.89	\$ 4,691.82	
Adjustment (if applicable)	\$.00		\$.00	\$.00	
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)	\$ 9,475.37			\$ 9,475.37	
Adjustment (if applicable)	\$.00			\$.00	
7. Domestic Abuse Surcharges (s. 973.055(2)(b), Stats.)	\$.00			\$.00	
Adjustment (if applicable)	\$.00			\$.00	
8. Truck Weight Restrictions (Municipal Ordinances in Conformity with Ch. 348, Stats., s. 66.12(3)(c))	\$.00	\$.00		\$.00	
Adjustment (if applicable)	\$.00	\$.00		\$.00	
9. Ignition Interlock Device Surcharge (s. 343.301(5), Stats.)	\$ 1,049.52		\$ 1,049.52		
Adjustment (if applicable)	\$.00		\$.00		
10. GPS Tracking Surcharge (for violations of ordinances conforming to s. 813.12 or s. 813.125, Stats.)	\$.00			\$.00	
Adjustment (if applicable)	\$.00			\$.00	
11. Safe Ride Program (s. 85.55, Stats.)	\$ 1,127.50			\$ 1,127.50	
Adjustment (if applicable)	\$.00			\$.00	
12. Totals	\$ 146,582.59	\$ 95,734.35	\$ 13,315.42	Pay This Amount \$ 37,532.82	

Continue onto the next page.



MUNICIPAL COURT MONTHLY FINANCIAL REPORT

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

II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

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

Name: NEIL BASTEN Signature: Neil Basten Date: 5-2-22

III. TREASURER'S CERTIFICATION

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

Treasurer: Paul R. Manly Date: 5/2/22

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

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

RESOLUTION DIVIDING THE CITY OF GREEN BAY INTO WARDS

May 17, 2022

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 Wisconsin Supreme Court approved the redistricting of state legislative districts under article IV, section 3, of the Wisconsin constitution on April 15, 2022, resulting in the splitting of certain wards within the City of Green Bay into two or more parts; and

WHEREAS, as a result of said ward splits, the City must complete its own redistricting pursuant to Wis. Stats. § 5.15;

NOW, THEREFORE, BE IT RESOLVED that the City of Green Bay shall 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 that where wards are split by the redistricting of state legislative districts, the larger shall retain the original ward number, and the number of any smaller ward(s) shall be identified by the original number followed by a letter, in alphabetical order. For example, if ward number 5 is split, the resulting ward numbers shall be 5 and 5A.

BE IT FURTHER RESOLVED that the Common Council hereby designates as the polling place for each ward the location indicated on the attached Exhibit B, which is incorporated herein by reference.

BE IT FURTHER RESOLVED that each boundary shall be established consistent with the conventions set forth in Wis. Stats. § 4.003.

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 May _____, 2022

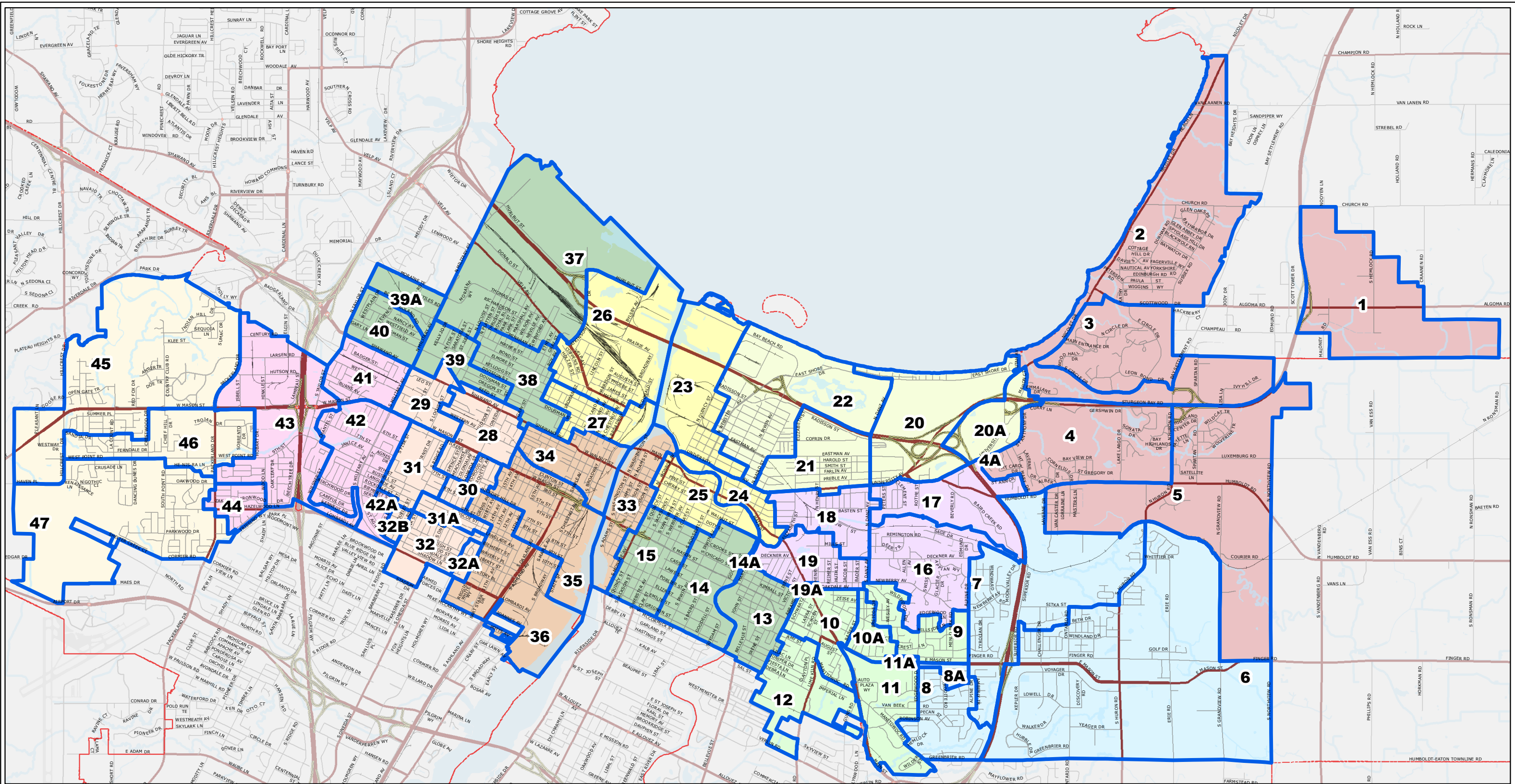
Approved May _____, 2022

Mayor

Clerk

Exhibit A

Map of the Wards
of the City of Green Bay



0 1.5 3 6 9 12 Miles



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: 11 May 2022 X:\IT\Projects\Y2021\Redistrict\State2\StateWardMapsMike.mxd



Alder Districts

1	7
2	8
3	9
4	10
5	11
6	12

City of Green Bay

SB 621

Exhibit B

Designated Polling Place for Each Ward

Ward	Polling Place	Location address
1, 2, 3	UWGB--Univ. Union Phoenix Rm	2420 Nicolet Dr.
4, 4A, 5	Christ of the Bay	450 Laverne Dr.
18, 19, 19A	Atonement Church	2132 Deckner Ave.
6, 7 ,8, 8A	Froebel Early Learning	3542 Finger Rd.
16, 17	Triangle Hill Park Shelter	500 Beverly Rd.
9, 10, 10A	St. Bernard's Church	2040 Hillside Ln
11, 11A, 12	Central Assembly Church	831 Schoen St.
20, 20A, 22, 23	Wildlife Sanctuary DRC Learning Ctr	1660 E. Shore Dr.
13	First United Church	509 S. Webster Ave.
14	Union Congregational Church	716 S. Madison St.
24, 25	Green Bay Metro	901 University Ave.
21	Green Bay Labor Temple	1570 Elizabeth St.
28, 34	Redeemer Church	210 S. Oneida St.
15, 33	Neighborworks	437 S. Jackson Ave.
26	Salvation Army	626 Union Ct.
27	First Presbyterian Church	200 S. Ashland Ave.
35	Trinity Church	330 S. Broadway
30, 36	St. Joseph Church--Holy Grounds Café	936 9th Street
31, 31A, 32, 32A, 32B	Calvary Church	1301 S. Ridge Rd.
29, 40	Seventh Day Church	1414 Shawano Ave.
37	St. Paul's Church	341 Wilson Ave.
38, 39, 39A	St. Jude's Church	1420 Division St.
41, 45, 47	Botanical Garden Cornerstone Rm	2600 Larsen Rd.
42, 42A	Living Hope Church	1840 W. Mason St.
43	St. Elizabeth Ann Seton Church	2771 Oakwood Dr.
44	Bridge Point Church	2421 W. Point Rd.
46	Church of Christ	2683 W. Point Rd.

**RESOLUTION APPROVING DEDICATION OF
CITY-OWNED LANDS REQUIRED FOR CHANTEL STREET RIGHTS-OF-WAY**

May 17, 2022

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

That the following described lands required for Chantel Street be dedicated for public street rights-of-way purposes.

That part of Lot 57, C.L.A. Tank's Subdivision of Private Claims 2 – 9, West Side of the Fox River, City of Green Bay, Brown County, Wisconsin described as follows: Commencing at the southwest corner of said Lot 57, C.L.A. Tank's Subdivision of Private Claims 2 – 9; thence N25°-52'-52"E, 47.00 feet, along the west line of said Lot 57, to a point on the extension of the north rights-of-way line of Ninth Street; thence S64°-08'-16"E, 30.00 feet, along said extension of the north rights-of-way line of Ninth Street, to the intersection with the east rights-of-way line of Chantel Street and the point of beginning; thence continuing along the north rights-of-way line of Ninth Street S64°-08'-16"E, 15.00 feet; thence N25°-52'-52"E, 115.00 feet; thence N64°-08'-16"W, 15.00 feet, to the east rights-of-way line of Chantel Street; thence S25°-52'-52"W, 115.00 feet, along said east rights-of-way line of Chantel Street to the point of beginning.

Parcel affected is part of Tax Parcel Number 6-275-A

ALSO,

That part of Lot 58, C.L.A. Tank's Subdivision of Private Claims 2 – 9, West Side of the Fox River, City of Green Bay, Brown County, Wisconsin described as follows: Commencing at the southeast corner of said Lot 58, C.L.A. Tank's Subdivision of Private Claims 2 – 9; thence N25°-52'-52"E, 47.00 feet, along the east line of said Lot 58, to a point on the extension of the north rights-of-way line of Ninth Street; thence N64°-08'-16"W, 35.00 feet, along said extension of the north rights-of-way line of Ninth Street, to the intersection with the west rights-of-way line of Chantel Street; thence N25°-52'-52"E, 25.00 feet, along the west rights-of-way line of Chantel Street to the point of beginning; thence continuing along said west rights-of-way line of Chantel Street N25°-52'-52"E, 70.00 feet; thence N64°-08'-16"W, 5.00 feet; thence S25°-52'-52"W, 70.00 feet; thence S64°-08'-16"E, 5.00 feet, to the point of beginning;

Parcel affected is part of Tax Parcel Number 6-275-A

Adopted _____

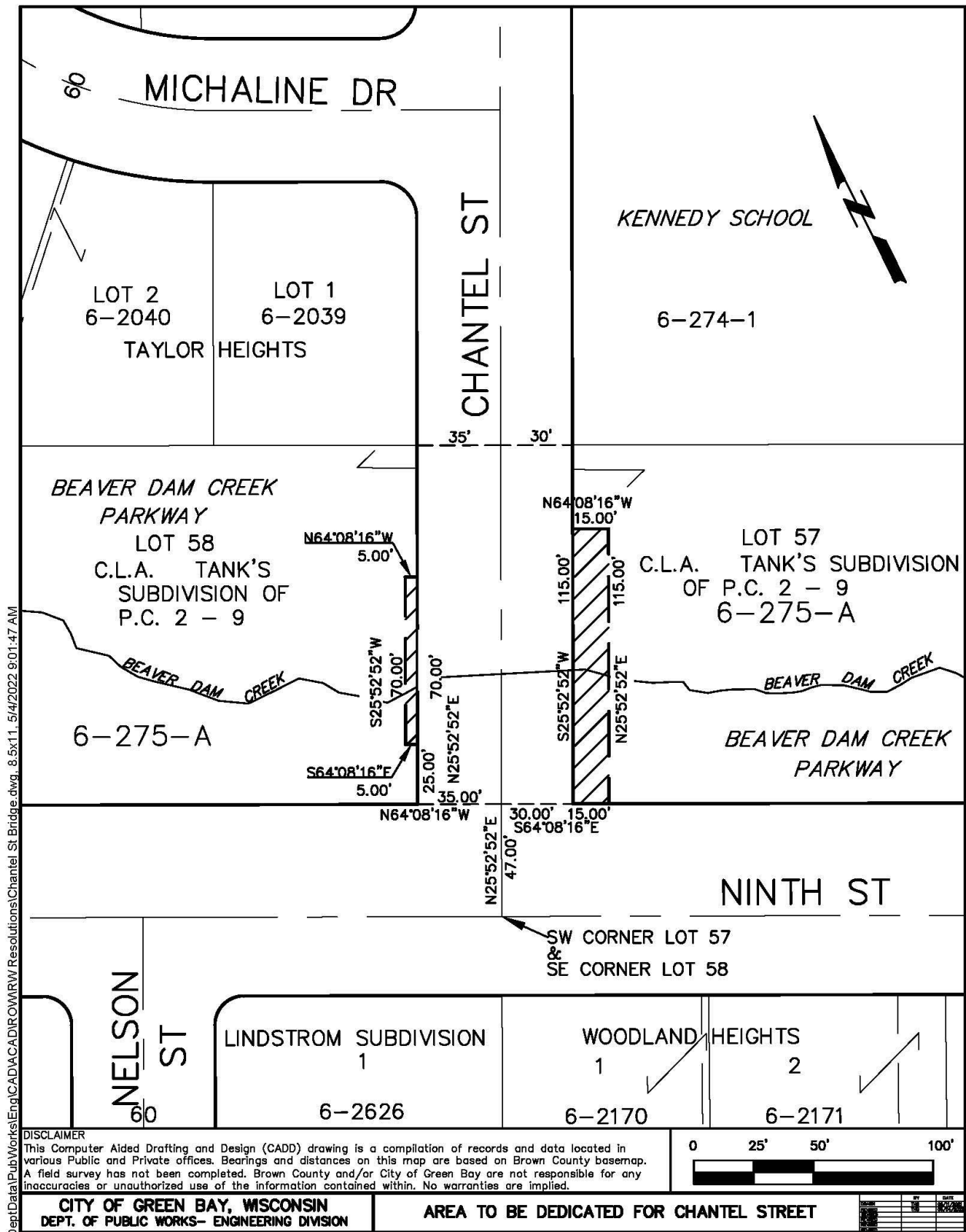
Approved _____

Mayor

Clerk

tg

Attachment – Map



**RESOLUTION OF PUBLIC ALLEY BETWEEN MONROE AVE AND QUINCY
STREET FROM CHERRY STREET TO PINE STREET TO BE VACATED
(AV 22-02)**

MAY 17, 2022

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, a request has been filed with the Common Council requesting vacation of all of the Alley dedicated to the Public Alley lying westerly of Lots 516 and 547, and easterly of Lots 517 and 546, according to the recorded Plat of Navarino as recorded in Volume 1 of Plats, Page 35, all located in the City of Green Bay, East Side of the Fox River, Brown County, Wisconsin, described as follows:

Beginning at the northwest corner of said Lot 516, Plat of Navarino;

thence southerly along the west line of said Lots 516 and 547, to the southwest corner of said Lot 547; thence westerly to the southeast corner of said Lot 546; thence northerly along the east line of said Lots 546 and 517, to the northeast corner of said Lot 517; thence easterly to said northwest corner of said Lot 516, and the point of beginning.

WHEREAS, the public interest may require that the aforesaid street be abandoned, vacated, and discontinued; and

WHEREAS, the Plan Commission of the City of Green Bay has given approval to such abandonment, vacation, and discontinuance.

BE IT FURTHER RESOLVED that a notice of such hearing be served on the owners of the frontage of the lots and lands abutting on the portion of the street sought to be abandoned, vacated, and discontinued at least 30 days before such hearing, and that notice of such hearing be published in the official newspaper of the City of Green Bay once a week for three successive weeks before the date of hearing.

BE IT FURTHER RESOLVED that the City Attorney, upon adoption of this resolution, cause a lis pendens to be prepared and filed with the Register of Deeds for Brown County, Wisconsin, pursuant to §840.11, Wis. Stats.

NOW, THEREFORE, BE IT RESOLVED that it appears to be in the public interest that the alley be vacated, and discontinued by the City of Green Bay subject to the above-referenced conditions, and that a reading be held on the abandonment, vacation, and discontinuance of the same on May 17, 2022 at 6:00 p.m. in the Council Chambers, City Hall, 100 North Jefferson Street, Green Bay, Wisconsin. The second a final reading will include a hearing and take place 40 days after the first reading in the Council Chambers, City Hall, 100 North Jefferson Street, Green Bay, Wisconsin.

Subject to the following conditions:

1. Adjacent property owners shall be responsible for, and owner of, the Storm Sewer within the vacated Alley.
2. Adjacent property owners shall be responsible for all costs to close curb openings to Pine Street and Cherry Street.
3. Any and all utility lines with another provider to be removed.

Parcels affected
11-157, 11-159
& 11-160

Owner Name and Mailing Address
City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

Adopted _____

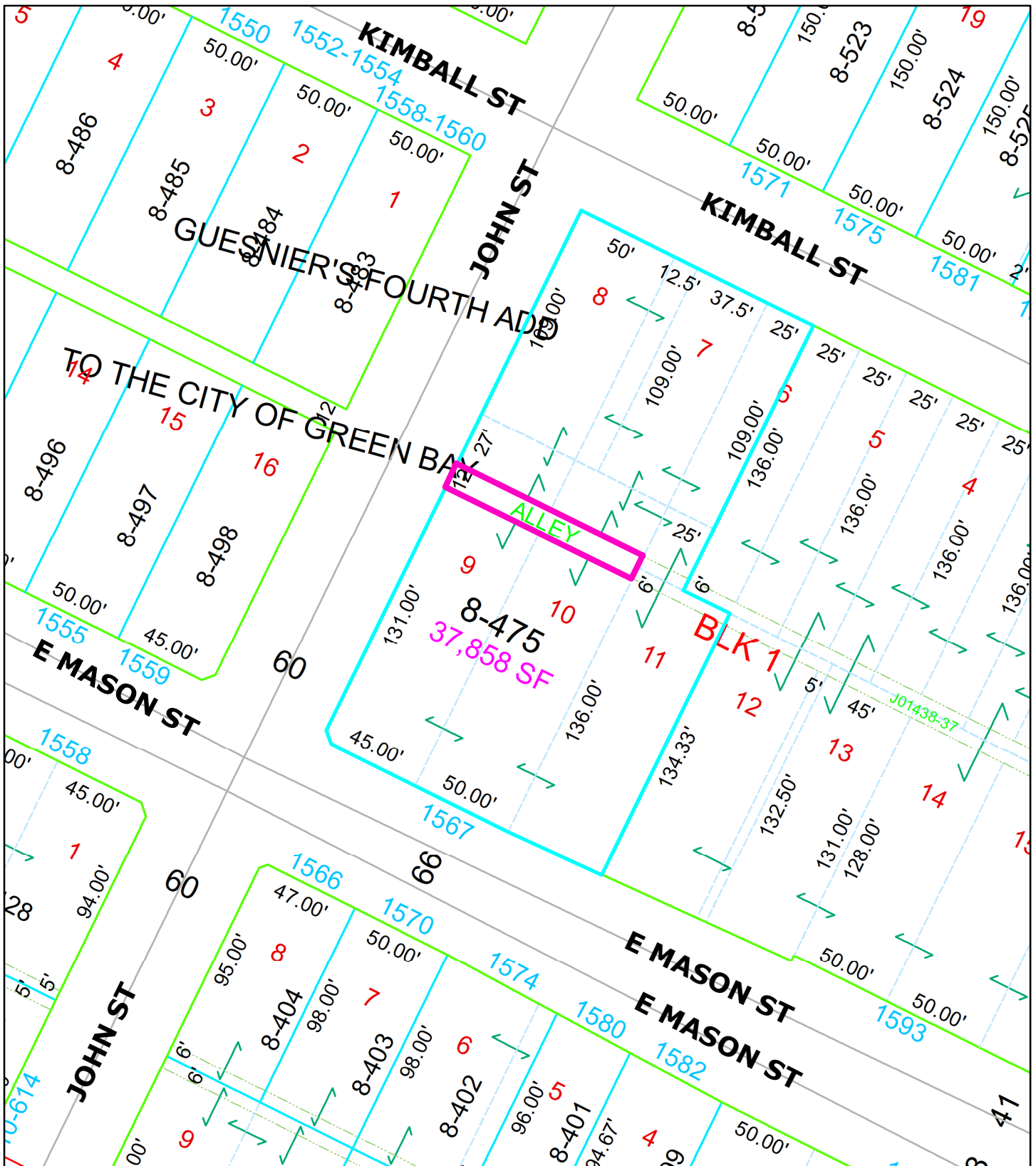
Approved _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk

MS:

Attachments (legal description and map)



(AV 22-01) Alley Vacation Between
NE Corner of E Mason Street & John Street

0 15 30 60 Feet



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



Alley Vacation Area



Notified Adjacent Properties

DESCRIPTION OF PUBLIC ALLEY BETWEEN MONROE AVE AND QUINCY STREET
FROM CHERRY STREET TO PINE STREET TO BE VACATED
(SV 22-02)

All of the platted Public Alley lying westerly of Lots 516 and 547, and easterly of Lots 517 and 546, according to the recorded Plat of Navarino as recorded in Volume 1 of Plats, Page 35, all located in the City of Green Bay, East Side of the Fox River, Brown County, Wisconsin, described as follows:

Beginning at the northwest corner of said Lot 516, Plat of Navarino;
thence southerly along the west line of said Lots 516 and 547, to the southwest corner of said Lot 547;
thence westerly to the southeast corner of said Lot 546;
thence northerly along the east line of said Lots 546 and 517, to the northeast corner of said Lot 517;
thence easterly to said northwest corner of said Lot 516, and the point of beginning.

Parcels affected

11-157, 11-159
& 11-160

Owner Name and Mailing Address

City of Green Bay
100 N. Jefferson Street
Green Bay, WI 54301

**RESOLUTION AUTHORIZING CONDITIONAL USE
PERMIT AT 1555 WEST MASON STREET
(ZP 22-13)**

May 17, 2022

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

That, pursuant to Zoning Petition 22-13 and the recommendation of the Plan Commission on May 9, 2022, the City of Green Bay does authorize a Conditional Use Permit (CUP) for a carwash in a Community Center Commercial (C3) district on the following described property located at 1555 West Mason Street, submitted by JJ Alaily, ICAP Developments, and Aaron Breitenfeldt, Robert E. Lee, on behalf of Justin Barnes, SRL2 Inc.:

Part of Lot 30, C.L.A. Tank's Subdivision of Private Claims 2 thru 9, West site of Fox River, Volume , Plats, Page 160, and part of Lots 79, 80, and 81, Assessor's Plat No. One, Volume 5, Plats, Page 27, Document Number 247987, being located in part of Private Claims 3 and 4, West side of the Fox River, City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at an angle point on the north line of Private Claim 4, West side of Fox River, being Brown County Surveyor I.D. Point 40T/U-13/4; thence S64°04'44"E, 122.75 feet on the north line of said Private Claim to the east right of way of South Military Avenue, the POINT OF BEGINNING; thence N26°49'30"E, 47.98 feet on said right of way; thence S64°03'15"E, 340.21 feet to an east line of the lands described in Volume 670, Page 239, Brown County Records; thence N64°08'21"W, 44.07 feet on said south line to the east line of said Lot 80; thence S25°54'19"W, 125.40 feet on said east line to the north right of way of Sixth Street; thence on said north right of way N64°03'15"W, 298.06 feet to said east right of way of South Military Avenue; thence N26°49'30"E, 181.05 feet on said east right of way to the point of beginning.

As show and dimensioned on the attached Exhibit A.

Said described lands contains 72,491 square feet or 1.664 acres more or less.

Tax Parcel No. 6-462

Said conditional-use permit shall be granted subject to:

- a. Standard site plan review and approval. Such site plan must address the conditions established by the City Traffic Engineer.
- b. CSM submission to create the lot as described in the legal description.
- c. Compliance with all other regulations of the Green Bay Municipal Code.

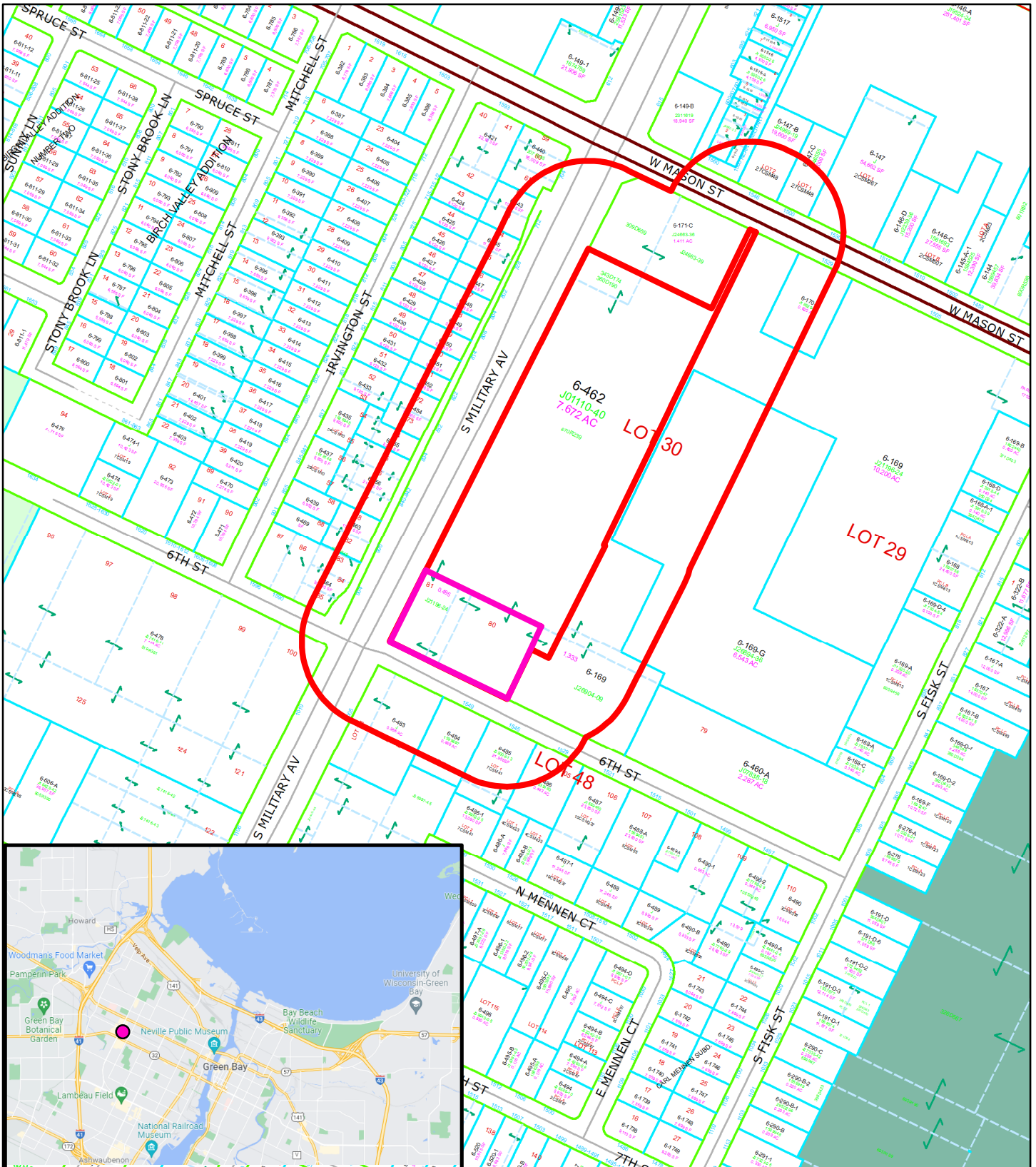
Adopted _____

Approved _____

Mayor

Clerk

ms
Attachment – Map



(ZP 22-13) Conditional Use Permit
CUP Portion of 1555 W Mason Street Carwash in a C3
Green Bay, WI, 54313

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

Parcel Numbers:
6-142



0 87.5 175 350 Feet

- Parcel
- Portion of Parcel
- Notification Area 200'

Part of Lot 30, C.L.A. Tank's Subdivision of Private Claims 2 thru 9, West side of Fox River, Volume 1, Plats, Page 160, and part of Lots 79, 80 and 81, Assessor's Plat No. One, Volume 5, Plats, Page 27, Document Number 247987, being located in part of Private Claims 3 and 4, West side of Fox River, City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at an angle point on the north line of Private Claim 4, West side of Fox River, being Brown County Surveyor I.D. Point 40T/U-13/14; thence S64°04'44"E, 122.75 feet on the north line of said Private Claim to the east right of way of South Military Avenue, the **POINT OF BEGINNING**; thence N26°49'30"E, 47.98 feet on said east right of way; thence S64°03'15"E, 340.21 feet to an east line of lands described in Volume 670, Page 239, Brown County Records; thence S26°52'19"W, 103.55 feet on said east line to a south of said lands; thence N64°08'21"W, 44.07 feet on said south line to the east line of said Lot 80; thence S25°54'19"W, 125.40 feet on said east line to the north right of way of Sixth Street; thence on said north right of way N64°03'15"W, 298.06 feet to said east right of way of South Military Avenue; thence N26°49'30"E, 181.05 feet on said east right of way to the point of beginning.

As shown and dimensioned on the attached Exhibit A.

Said described lands contains 72,491 square feet or 1.664 acres more or less.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # U.4

Resolution Authorizing and Providing for the Sale and Issuance of
\$14,475,000 General Obligation Corporate Purpose Bonds, Series 2022A,
and All Related Details.

BACKGROUND

RECOMMENDATION

Approve

FISCAL IMPACT

ATTACHMENTS

1. PreSaleReport.GreenBay.2022A_4.29
2. Green Bay 2022A G.O

April 19, 2022

Pre-Sale Report for

City of Green Bay, Wisconsin

\$14,475,000 General Obligation Corporate
Purpose Bonds, Series 2022A



Prepared by:

Ehlers
N21W23350 Ridgeview Parkway West,
Suite 100
Waukesha, WI 53188

Advisors:

Todd Taves, Senior Municipal Advisor
Jonathan Schatz, Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

\$14,475,000 General Obligation Corporate Purpose Bonds, Series 2022A (“Bonds”)

Purposes:

The proposed issue provides financing for projects included in the City’s 2022 Capital Improvements Plan including street, parking, building and parks improvements, sanitary sewer system improvements, and purchase of fire department equipment.

-

Except for that portion of the Bonds funding sewer system improvements (which will be paid from sewer utility revenues), debt service will be paid from ad valorem property taxes.

Authority:

The Bonds are being issued pursuant to Wisconsin Statute(s) 67.04 and will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

The Bonds count against the City’s General Obligation debt capacity limit of 5% of total City equalized valuation. Following issuance of the Bonds, the City’s total General Obligation debt principal outstanding will be \$171,086,300, which is 42% of its limit. Remaining General Obligation Borrowing Capacity will be approximately \$231,476,055.

Term/Call Feature:

The Bonds are being issued for a term of 20 years. Principal on the Bonds will be due on April 1 in the years 2023 through 2042. Interest is payable every six months beginning April 1, 2023.

The Bonds will be subject to prepayment at the discretion of the City on April 1, 2030 or any date thereafter.

Bank Qualification:

Because the City is issuing, or expects to issue, more than \$10,000,000 in tax-exempt obligations during the calendar year, the City will be not able to designate the Bonds as “bank qualified” obligations.

Rating:

The City’s most recent bond issues were rated by Moody’s Investors Service. The current ratings on those bonds are “Aa3”. The City will request a new rating for the Bonds.

If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City's bond rating if the bond rating of the insurer is higher than that of the City.

Basis for Recommendation:

Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of Bonds as a suitable option based on:

- The expectation this form of financing will provide the overall lowest cost of funds while also meeting the City's objectives for term, structure, and optional redemption.
- The City having adequate General Obligation debt capacity to undertake this financing and anticipating any potential rating impacts.
- The City's current Capital Improvements Plan which identified issuance of General Obligation Bonds to finance these projects.

Method of Sale/Placement:

We will solicit competitive bids for the purchase of the Bonds from underwriters and banks and will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or "discount") but will pay the remainder of the premium to the City.

For this issue of Bonds, any premium amount received that is more than the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Bonds.

The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Bonds intended to achieve the City's objectives for this financing.

Other Considerations:

The Bonds will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to “term up” some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Bonds. This makes your issue more marketable, which can result in lower borrowing costs. If the successful bidder utilizes a term bond structure, we recommend the City retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City’s outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the “MSRB”), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations (“Arbitrage Rules”) throughout the life of the issue to maintain the tax-exempt status of the Bonds. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City’s specific arbitrage responsibilities will be detailed in the Tax Certificate (the “Tax Compliance Document”) prepared by your Bond Attorney and provided at closing.

The Bonds may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

We recommend that the City review its specific responsibilities related to the Bonds with an arbitrage expert to utilize one or more of the exceptions listed above.

Investment of Bond Proceeds:

Ehlers can assist the City in developing a strategy to invest your Bond proceeds until the funds are needed to pay project costs.

Risk Factors:

The City expects to abate a portion of the City debt service with sanitary sewer utility and parking revenues. In the event this revenue is not available, the City is obligated to levy property taxes in an amount sufficient to make all debt payments.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel: Foley & Lardner LLP

Paying Agent: Associated Trust Company, N.A.

Rating Agency: Moody's Investors Service, Inc.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by Common Council:	April 19, 2022
Due Diligence Call to review Official Statement:	Week of May 2, 2022
Distribute Official Statement:	Week of May 2, 2022
Conference with Rating Agency:	May 3, 2022
Common Council Meeting to Award Sale of the Bonds:	May 17, 2022
Estimated Closing Date:	June 9, 2022

Attachments

Estimated Sources and Uses of Funds

Estimated Proposed Debt Service Schedules

Bond Buyer Index

EHLERS' CONTACTS

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Peter Curtin, Public Finance Analyst	(262) 796-6187
Kathy Myers, Senior Financial Analyst	(262) 796-6177

City of Green Bay, WI

Notes:
1) Project Total Estimates

Table 02
Allocation of Debt Service - 2022A and 2022B

City of Green Bay, WI

Year Ending	2022A G.O. Bonds - Streets				NON-LEVY							
	Principal	Est. Rate	Interest	Total	2022A G.O. Bonds - Sewerage (Storm and Sanitary)				2022A G.O. Bonds - Parking			
	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total
2022												
2023	75,000	2.25%	253,486	328,486	105,000	2.25%	156,922	261,922	20,000	2.25%	29,681	49,681
2024	230,000	2.50%	189,418	419,418	145,000	2.50%	116,413	261,413	25,000	2.50%	22,048	47,048
2025	240,000	2.60%	183,423	423,423	150,000	2.60%	112,650	262,650	30,000	2.60%	21,345	51,345
2026	245,000	2.70%	176,995	421,995	155,000	2.70%	108,608	263,608	30,000	2.70%	20,550	50,550
2027	250,000	2.80%	170,188	420,188	160,000	2.80%	104,275	264,275	30,000	2.80%	19,725	49,725
2028	260,000	2.85%	162,983	422,983	160,000	2.85%	99,755	259,755	30,000	2.85%	18,878	48,878
2029	265,000	2.95%	155,369	420,369	165,000	2.95%	95,041	260,041	30,000	2.95%	18,008	48,008
2030	275,000	3.05%	147,266	422,266	170,000	3.05%	90,015	260,015	35,000	3.05%	17,031	52,031
2031	285,000	3.15%	138,584	423,584	180,000	3.15%	84,588	264,588	35,000	3.15%	15,946	50,946
2032	295,000	3.25%	129,301	424,301	185,000	3.25%	78,746	263,746	35,000	3.25%	14,826	49,826
2033	300,000	3.30%	119,558	419,558	190,000	3.30%	72,605	262,605	35,000	3.30%	13,680	48,680
2034	310,000	3.30%	109,493	419,493	195,000	3.30%	66,253	261,253	35,000	3.30%	12,525	47,525
2035	325,000	3.30%	99,015	424,015	200,000	3.30%	59,735	259,735	40,000	3.30%	11,288	51,288
2036	335,000	3.35%	88,041	423,041	210,000	3.35%	52,918	262,918	40,000	3.35%	9,958	49,958
2037	345,000	3.40%	76,565	421,565	215,000	3.40%	45,745	260,745	40,000	3.40%	8,608	48,608
2038	355,000	3.45%	64,576	419,576	225,000	3.45%	38,209	263,209	40,000	3.45%	7,238	47,238
2039	370,000	3.50%	51,978	421,978	230,000	3.50%	30,303	260,303	45,000	3.50%	5,760	50,760
2040	380,000	3.50%	38,853	418,853	240,000	3.50%	22,078	262,078	45,000	3.50%	4,185	49,185
2041	395,000	3.55%	25,191	420,191	245,000	3.55%	13,529	258,529	45,000	3.55%	2,599	47,599
2042	505,000	3.60%	9,090	514,090	255,000	3.60%	4,590	259,590	50,000	3.60%	900	50,900
2043												
Total	6,040,000		2,389,369	8,429,369	3,780,000		1,452,975	5,232,975	715,000		274,776	989,776

Notes:

1) Estimated Rate for 2022A and 2022B are based on a WI (Aa2) sale of 4/27/2022 + 15 basis points, then a TIC of 4% in 2023, 4.25% in 2024, 4.5% in 2025 and 4.75% in 2026.

Table 02 (cont.)

Allocation of Debt Service - 2022A and 2022B

City of Green Bay, WI

2022A G.O. Bonds - Fire				2022A G.O. Bonds - Parks				2022A G.O. Bonds - Buildings				2022A GO Bonds Total		
Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Interest	Total
45,000	2.25%	67,849	112,849	30,000	2.25%	41,248	71,248	35,000	2.25%	54,427	89,427	310,000	603,613	913,613
65,000	2.50%	50,310	115,310	40,000	2.50%	30,543	70,543	50,000	2.50%	40,400	90,400	555,000	449,130	1,004,130
65,000	2.60%	48,653	113,653	40,000	2.60%	29,523	69,523	50,000	2.60%	39,125	89,125	575,000	434,718	1,009,718
65,000	2.70%	46,930	111,930	40,000	2.70%	28,463	68,463	55,000	2.70%	37,733	92,733	590,000	419,278	1,009,278
70,000	2.80%	45,073	115,073	40,000	2.80%	27,363	67,363	55,000	2.80%	36,220	91,220	605,000	402,843	1,007,843
70,000	2.85%	43,095	113,095	40,000	2.85%	26,233	66,233	55,000	2.85%	34,666	89,666	615,000	385,609	1,000,609
75,000	2.95%	40,991	115,991	45,000	2.95%	24,999	69,999	60,000	2.95%	32,998	92,998	640,000	367,405	1,007,405
75,000	3.05%	38,741	113,741	45,000	3.05%	23,649	68,649	60,000	3.05%	31,198	91,198	660,000	347,900	1,007,900
75,000	3.15%	36,416	111,416	45,000	3.15%	22,254	67,254	60,000	3.15%	29,338	89,338	680,000	327,125	1,007,125
80,000	3.25%	33,935	113,935	50,000	3.25%	20,733	70,733	65,000	3.25%	27,336	92,336	710,000	304,878	1,014,878
80,000	3.30%	31,315	111,315	50,000	3.30%	19,095	69,095	65,000	3.30%	25,208	90,208	720,000	281,460	1,001,460
85,000	3.30%	28,593	113,593	50,000	3.30%	17,445	67,445	70,000	3.30%	22,980	92,980	745,000	257,288	1,002,288
85,000	3.30%	25,788	110,788	55,000	3.30%	15,713	70,713	70,000	3.30%	20,670	90,670	775,000	232,208	1,007,208
90,000	3.35%	22,878	112,878	55,000	3.35%	13,884	68,884	70,000	3.35%	18,343	88,343	800,000	206,020	1,006,020
95,000	3.40%	19,755	114,755	55,000	3.40%	12,028	67,028	75,000	3.40%	15,895	90,895	825,000	178,595	1,003,595
95,000	3.45%	16,501	111,501	60,000	3.45%	10,058	70,058	75,000	3.45%	13,326	88,326	850,000	149,908	999,908
100,000	3.50%	13,113	113,113	60,000	3.50%	7,973	67,973	80,000	3.50%	10,633	90,633	885,000	119,758	1,004,758
105,000	3.50%	9,525	114,525	65,000	3.50%	5,785	70,785	85,000	3.50%	7,745	92,745	920,000	88,170	1,008,170
105,000	3.55%	5,824	110,824	65,000	3.55%	3,494	68,494	85,000	3.55%	4,749	89,749	940,000	55,385	995,385
110,000	3.60%	1,980	111,980	65,000	3.60%	1,170	66,170	90,000	3.60%	1,620	91,620	1,075,000	19,350	1,094,350
1,635,000		627,262	2,262,262	995,000		381,646	1,376,646	1,310,000		504,607	1,814,607	14,475,000	5,630,636	20,105,636

Table 02 (cont.)

Allocation of Debt Service - 2022A and 2022B

City of Green Bay, WI

2022B G.O. Notes - 10 yr				2022B G.O. Notes - 8 yr				2022B G.O. Notes - 5 yr				2022B G.O. Notes Total			Year	2022A and 2022B Total Debt Service		
Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Interest	Total	Ending	Principal	Interest	Total
0	2.25%	97,815	97,815	75,000	2.25%	23,763	98,763	25,000	2.25%	20,778	45,778	100,000	142,356	242,356	2022			
110,000	2.50%	73,230	183,230	75,000	2.50%	16,143	91,143	100,000	2.50%	14,250	114,250	285,000	103,623	388,623	2023	410,000	745,969	1,155,969
105,000	2.60%	70,490	175,490	75,000	2.60%	14,230	89,230	100,000	2.60%	11,700	111,700	280,000	96,420	376,420	2024	840,000	552,753	1,392,753
350,000	2.70%	64,400	414,400	75,000	2.70%	12,243	87,243	100,000	2.70%	9,050	109,050	525,000	85,693	610,693	2025	855,000	531,138	1,386,138
225,000	2.80%	56,525	281,525	85,000	2.80%	10,040	95,040	275,000	2.80%	3,850	278,850	585,000	70,415	655,415	2026	1,115,000	504,970	1,619,970
350,000	2.85%	48,388	398,388	100,000	2.85%	7,425	107,425					450,000	55,813	505,813	2027	1,190,000	473,258	1,663,258
350,000	2.95%	38,238	388,238	100,000	2.95%	4,525	104,525					450,000	42,763	492,763	2028	1,065,000	441,421	1,506,421
350,000	3.05%	27,738	377,738	100,000	3.05%	1,525	101,525					450,000	29,263	479,263	2029	1,090,000	410,168	1,500,168
350,000	3.15%	16,888	366,888									350,000	16,888	366,888	2030	1,110,000	377,163	1,487,163
350,000	3.25%	5,688	355,688									350,000	5,688	355,688	2031	1,030,000	344,013	1,374,013
												0	0	0	2032	1,060,000	310,565	1,370,565
												0	0	0	2033	720,000	281,460	1,001,460
												0	0	0	2034	745,000	257,288	1,002,288
												0	0	0	2035	775,000	232,208	1,007,208
												0	0	0	2036	800,000	206,020	1,006,020
												0	0	0	2037	825,000	178,595	1,003,595
												0	0	0	2038	850,000	149,908	999,908
												0	0	0	2039	885,000	119,758	1,004,758
												0	0	0	2040	920,000	88,170	1,008,170
												0	0	0	2041	940,000	55,385	995,385
															2042	1,075,000	19,350	1,094,350
															2043			
2,540,000		499,398	3,039,398	685,000		89,893	774,893	600,000		59,628	659,628	3,825,000	648,919	4,473,919	Total	18,300,000	6,279,555	24,579,555

Table 03
Financing Plan Tax Impact

City of Green Bay, WI

Year Ending	Existing Debt			Proposed Debt										Year Ending
	Tax Rate Assessed Value (TID OUT) Per \$1,000			2022 G.O. Bonds 14,475,000 Dated: 8/1/2022	2022 G.O. Notes 3,825,000 Dated: 8/1/2022	Proposed Debt issues 2023-2026	Abatements			Levy and Tax Rate				
							Less: Storm/ Sewer	Less: Parking	Less: Other Revenue (2023-2026)	Total Net Debt	Total Tax Rate for	Levy Change from Prior	Annual Taxes \$150,000	
	Net Tax Levy	(TID OUT)	Per \$1,000	Total P&I	Total P&I	Total P&I				Service Levy	Debt Service	Year	Home	
2022	10,656,291	7,659,647,230	\$1.39							10,656,291	\$1.39		\$208.68	2022
2023	10,260,215	7,745,842,986	\$1.32	913,613	242,356		(261,922)	(49,681)	0	11,104,580	\$1.43	448,289	\$215.04	2023
2024	9,770,069	7,831,192,209	\$1.25	1,004,130	388,623	1,208,602	(261,413)	(47,048)	(507,613)	11,555,351	\$1.48	450,771	\$221.33	2024
2025	9,538,909	7,915,588,541	\$1.21	1,009,718	376,420	2,406,577	(262,650)	(51,345)	(1,010,762)	12,006,866	\$1.52	451,516	\$227.53	2025
2026	9,061,179	7,998,920,558	\$1.13	1,009,278	610,693	3,614,171	(263,608)	(50,550)	(1,517,952)	12,463,210	\$1.56	456,344	\$233.72	2026
2027	8,125,514	8,081,071,570	\$1.01	1,007,843	655,415	4,868,753	(264,275)	(49,725)	(2,044,876)	12,298,648	\$1.52	(164,563)	\$228.29	2027
2028	7,190,435	8,969,142,225	\$0.80	1,000,609	505,813	4,850,575	(259,755)	(48,878)	(2,037,242)	11,201,557	\$1.25	(1,097,091)	\$187.33	2028
2029	5,879,242	9,070,074,027	\$0.65	1,007,405	492,763	4,833,781	(260,041)	(48,008)	(2,030,188)	9,874,954	\$1.09	(1,326,603)	\$163.31	2029
2030	4,557,068	9,170,014,572	\$0.50	1,007,900	479,263	4,826,825	(260,015)	(52,031)	(2,027,267)	8,531,743	\$0.93	(1,343,211)	\$139.56	2030
2031	3,749,250	9,268,839,321	\$0.40	1,007,125	366,888	4,824,163	(264,588)	(50,946)	(2,026,148)	7,605,743	\$0.82	(926,000)	\$123.09	2031
2032	3,362,333	9,366,417,797	\$0.36	1,014,878	355,688	4,820,475	(263,746)	(49,826)	(2,024,600)	7,215,201	\$0.77	(390,542)	\$115.55	2032
2033	3,323,921	9,462,613,365	\$0.35	1,001,460		4,805,756	(262,605)	(48,680)	(2,018,418)	6,801,435	\$0.72	(413,766)	\$107.82	2033
2034	3,306,121	10,502,508,777	\$0.31	1,002,288		4,319,569	(261,253)	(47,525)	(1,814,219)	6,504,980	\$0.62	(296,455)	\$92.91	2034
2035	3,292,087	10,620,695,902	\$0.31	1,007,208		3,807,825	(259,735)	(51,288)	(1,599,287)	6,196,811	\$0.58	(308,170)	\$87.52	2035
2036	2,724,204	10,737,722,306	\$0.25	1,006,020		3,288,150	(262,918)	(49,958)	(1,381,023)	5,324,476	\$0.50	(872,335)	\$74.38	2036
2037	1,961,073	10,853,442,155	\$0.18	1,003,595		2,772,725	(260,745)	(48,608)	(1,164,545)	4,263,496	\$0.39	(1,060,980)	\$58.92	2037
2038	1,283,599	10,967,702,669	\$0.12	999,908		2,765,663	(263,209)	(47,238)	(1,161,578)	3,577,144	\$0.33	(686,352)	\$48.92	2038
2039	785,211	11,080,343,852	\$0.07	1,004,758		2,759,969	(260,303)	(50,760)	(1,159,187)	3,079,688	\$0.28	(497,456)	\$41.69	2039
2040	369,220	12,298,020,016	\$0.03	1,008,170		2,755,438	(262,078)	(49,185)	(1,157,284)	2,664,281	\$0.22	(415,407)	\$32.50	2040
2041	312,900	12,436,412,439	\$0.03	995,385		2,746,956	(258,529)	(47,599)	(1,153,722)	2,595,392	\$0.21	(68,889)	\$31.30	2041
2042	0	12,573,445,702	\$0.00	1,094,350		2,739,406	(259,590)	(50,900)	(1,150,551)	2,372,716	\$0.19	(222,677)	\$28.31	2042
2043		10,810,802,423	\$0.00			2,737,469			(1,149,737)	1,587,732	\$0.15	(784,984)	\$22.03	2043
2044		11,047,705,961	\$0.00			2,089,013			(877,385)	1,211,627	\$0.11	(376,105)	\$16.45	2044
2045		11,289,800,906	\$0.00			1,413,975			(593,870)	820,106	\$0.07	(391,522)	\$10.90	2045
2046		11,537,201,022	\$0.00			706,388			(296,683)	409,705	\$0.04	(410,401)	\$5	2046
Total				20,105,636	4,473,919	75,962,222	(5,232,975)	(989,776)	(31,904,133)					Total

Notes:

Table 04

General Obligation Debt Capacity Analysis - Impact of Financing Plan

City of Green Bay, WI

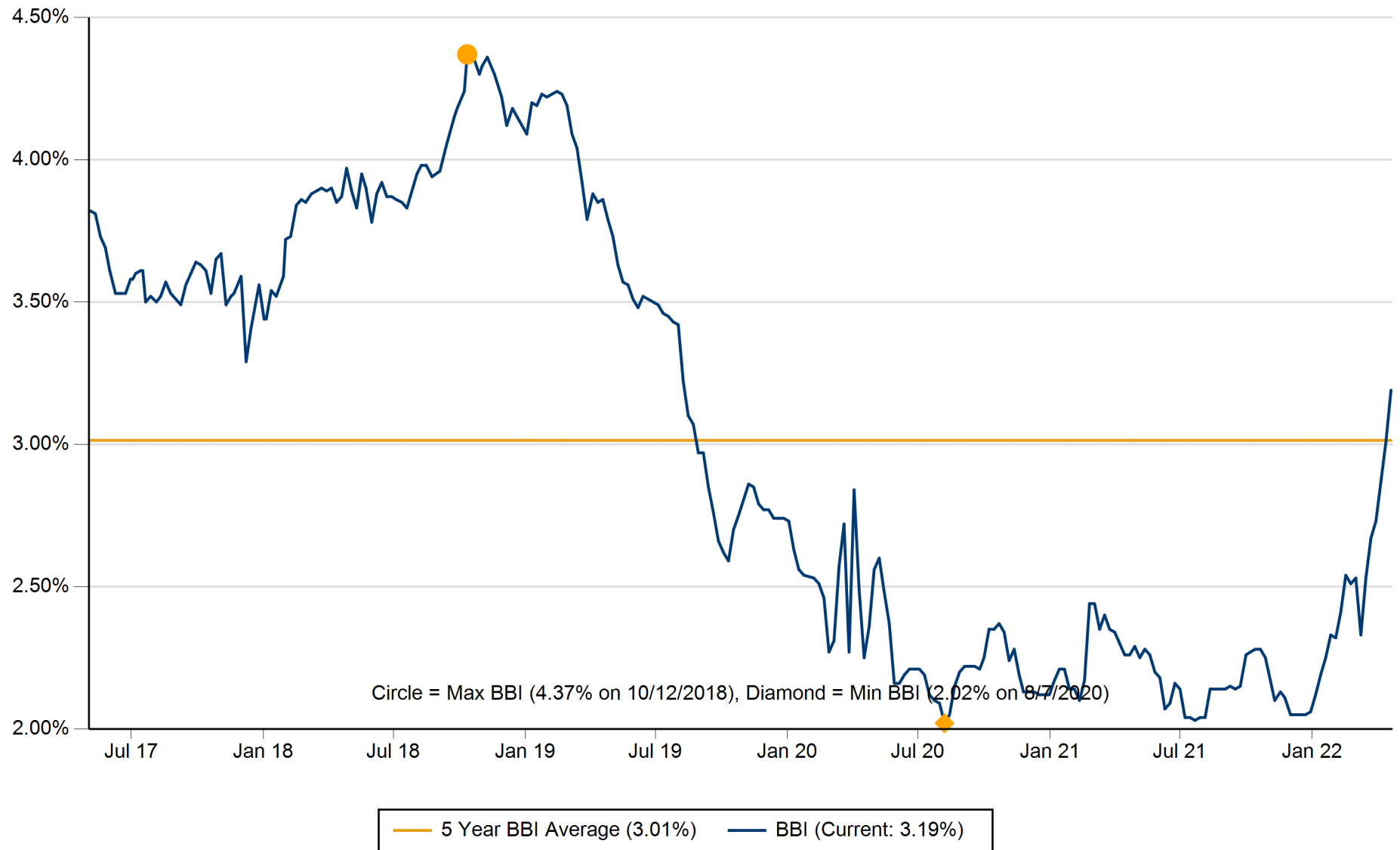
Existing Debt				
Year Ending	Projected Equalized Value (TID IN)	Debt Limit	Existing Principal Outstanding	Existing Debt % of Limit
2021	7,399,206,300	369,960,315	163,431,000	44%
2022	8,051,247,100	402,562,355	160,894,000	40%
2023	8,294,653,786	414,732,689	145,904,772	35%
2024	8,545,419,184	427,270,959	130,722,902	31%
2025	8,803,765,765	440,188,288	115,549,321	26%
2026	9,069,922,724	453,496,136	101,071,000	22%
2027	9,344,126,186	467,206,309	88,245,000	19%
2028	9,626,619,415	481,330,971	76,259,000	16%
2029	9,917,653,027	495,882,651	66,088,000	13%
2030	10,217,485,217	510,874,261	57,227,000	11%

Proposed Debt										
Proposed:		Combined Principal:			Residual	Direct			Year	
2022A	2022B	2023-2026	Existing & Proposed	% of Limit	Capacity	Debt Burden	Assessment		Ending	
			\$163,431,000	44%	\$206,529,315	2.21%	Moderate		2021	
14,475,000	3,825,000		\$179,194,000	45%	\$223,368,355	2.23%	Moderate		2022	
14,165,000	3,725,000	13,235,000	\$177,029,772	43%	\$237,702,917	2.13%	Moderate		2023	
13,610,000	3,440,000	25,945,000	\$173,717,902	41%	\$253,553,057	2.03%	Moderate		2024	
13,035,000	3,160,000	37,995,000	\$169,739,321	39%	\$270,448,968	1.93%	Moderate		2025	
12,445,000	2,635,000	49,380,000	\$165,531,000	37%	\$287,965,136	1.83%	Moderate		2026	
11,840,000	2,050,000	46,820,000	\$148,955,000	32%	\$318,251,309	1.59%	Strong		2027	
11,225,000	1,600,000	43,965,000	\$133,049,000	28%	\$348,281,971	1.38%	Strong		2028	
10,585,000	1,150,000	41,000,000	\$118,823,000	24%	\$377,059,651	1.20%	Strong		2029	
9,925,000	700,000	37,910,000	\$105,762,000	21%	\$405,112,261	1.04%	Strong		2030	

Notes:

5 YEAR TREND IN MUNICIPAL BOND INDICES

Weekly Rates April, 2017 - April, 2022



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.

Source: The Bond Buyer



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

May 17, 2022

Resolution No. ____

**A Resolution Authorizing and Providing for the Sale and Issuance of
\$14,475,000 General Obligation Corporate Purpose Bonds, Series 2022A,
and All Related Details**

RECITALS

The Common Council (the “**Governing Body**”) of the City of Green Bay, Wisconsin (the “**Issuer**”) makes the following findings and determinations:

1. The Issuer needs funds for the following purposes (collectively, the “**Project**”):

<u>Maximum Amount Authorized</u>	<u>Amount Borrowed</u>	<u>Purpose</u>
\$6,040,000	\$,000	street improvements, including, but not limited to, construction of and improvements to streets;
3,780,000	,000	sewerage improvements, including, but not limited to, sanitary sewer and storm sewer improvements;
715,000	,000	parking lots and other parking facilities;
1,635,000	,000	fire engines and other equipment of the fire department, including, but not limited to, the purchase of new fire engines and repairs to existing fire engines ;
995,000	,000	parks and public grounds, including, but not limited to, , improvements to various park facilities and buildings, tennis courts, and parking, construction of a new baseball field, and construction of an ADA access ramp; and
1,310,000	,000	buildings for the housing of machinery and equipment, including, but not limited to, garage repairs for the

Maximum Amount Authorized	Amount Borrowed	Purpose
		Department of Public Works and roof repairs for fire station No. 4.

2. On April 19, 2022, the Governing Body adopted resolutions including six initial resolutions authorizing the issuance of general obligation bonds of the Issuer in the maximum principal amounts and for the purposes described above (the “**Initial Resolutions**”).

3. On April 19, 2022, the Governing Body also adopted a resolution authorizing and directing the publication of notice of the adoption of the Initial Resolutions (the “**Publication Resolution**”).

4. On April 19, 2022, the Governing Body also adopted a resolution authorizing the amounts and purposes specified in the Initial Resolutions to be combined into a single bond issue designated as “corporate purpose bonds” (the “**Authorizing Resolution**”).

5. The Clerk of the Issuer caused notice of the following actions to be given:

- (i) *Notice of the adoption of the Initial Resolutions.* Notice of the adoption of the Initial Resolutions was given by publication in the Issuer’s official newspaper on April __, 2022 in the manner and form directed by the Publication Resolution.
- (ii) *Notice of the sale of the Obligations.* Notice of the sale (the “**Notice to Bidders**”) of the \$14,475,000 City of Green Bay, Wisconsin General Obligation Corporate Purpose Bonds, Series 2022A (the “**Obligations**”) was given to media typically monitored by potential bidders in the manner and form directed by the Authorizing Resolution.

These notices are made of record in these proceedings, and the Governing Body ratifies the notices.

6. No sufficient petition for referendum on the question of the adoption or effectiveness of any Initial Resolution or the issuance of the Obligations was filed with the Clerk of the Issuer within 30 days after the date on which the Initial Resolutions were adopted.

7. In accordance with the Notice to Bidders and the bidding terms that were included in the document that was used for offering the Obligations for sale by competitive bid (the “**Notice of Sale**”), written bids for the sale of the Obligations were received and delivered to the Governing Body.

8. The Governing Body has considered all the bids it received. The Governing Body has decided to accept the bid of _____ (the “**Purchaser**”), or a group that it represents, to purchase the Obligations on the terms specified in the Purchaser’s bid. The Purchaser bid the price of \$_____ (the “**Purchase Price**”), plus any accrued

interest, for the entire issue of Obligations and specified that the Obligations maturing on April 1 in the years shown below will bear interest at the respective interest rates shown below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2023	\$310,000	.00%	2033	\$ 720,000	.00%
2024	555,000	.00	2034	745,000	.00
2025	575,000	.00	2035	775,000	.00
2026	590,000	.00	2036	800,000	.00
2027	605,000	.00	2037	825,000	.00
2028	615,000	.00	2038	850,000	.00
2029	640,000	.00	2039	885,000	.00
2030	660,000	.00	2040	920,000	.00
2031	680,000	.00	2041	940,000	.00
2032	710,000	.00	2042	1,075,000	.00

9. The Purchaser's bid complies with all terms of the Notice to Bidders and the Notice of Sale.

10. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.

11. The Governing Body is adopting this resolution to sell the Obligations and provide for their issuance upon the terms and conditions set forth in this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In addition to the terms defined above, capitalized terms not otherwise defined herein shall have the meanings set forth below, unless the context clearly requires another meaning.

“Book-Entry System” means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer, or in the name of such a depository's nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

“Code” means the Internal Revenue Code of 1986, as amended.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date of the Obligations.

“Debt Service Fund” means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

“Debt Service Fund Account” has the meaning set forth in Section 17 hereof.

“Depository” means DTC or any successor appointed by the Issuer and acting as securities depository for the Obligations.

“DTC” means The Depository Trust Company.

“Financial Officer” means the Treasurer.

“Fiscal Agent” means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

“Governing Body” has the meaning set forth in the recitals to this resolution.

“Initial Resolutions” has the meaning set forth in the recitals to this resolution.

“Issuer” means the City of Green Bay, Wisconsin.

“Municipal Officers” means the Mayor and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer’s behalf.

“Notice of Sale” has the meaning set forth in the recitals to this resolution.

“Obligations” means the \$14,475,000 City of Green Bay, Wisconsin General Obligation Corporate Purpose Bonds, Series 2022A, which will be issued pursuant to this resolution.

“Original Issue Date” means June 9, 2022.

“Project” has the meaning set forth in the recitals to this resolution.

“Purchase Agreement” means the purchase contract entered into between the Issuer and the Purchaser evidencing the purchase of the Obligations as described in Section 15.

“Purchase Price” has the meaning set forth in the recitals to this resolution.

“Purchaser” has the meaning set forth in the recitals to this resolution.

“Record Date” means the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date for the Obligations.

“Recording Officer” means the Issuer’s Clerk.

“**Register**” means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

- (i) The name and address of the registered owner of each Obligation.
- (ii) All transfers of each Obligation.

[“**Term Bonds**” means the Obligations maturing on April 1 in the years 20__, 20__, and 20__.]

“**Treasurer**” means the Issuer’s Treasurer.

Section 2. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

- (i) *Exhibit A* — Form of Obligation.
- (ii) *Exhibit B* — Notice to Electors of Sale.

Section 3. Corporate Purpose Bonds.

The Issuer is combining the general obligation bonds authorized under the Initial Resolutions into a single bond issue and designating them as “corporate purpose bonds”.

Section 4. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation corporate purpose bonds of the Issuer in the principal amount of \$14,475,000. The Obligations will be issued pursuant to the provisions of Chapter 67 of the Wisconsin Statutes and the authority granted by the adoption of the Initial Resolutions to pay the costs of the Project and issuing the Obligations (including, but not limited to, printing costs and fees for underwriting, financial consultants, bond counsel, rating agencies, bond insurance, and registration, as applicable).

Section 5. Terms of Obligations.

The Obligations will be named “City of Green Bay, Wisconsin General Obligation Corporate Purpose Bonds, Series 2022A.” The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be \$5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The Obligations will bear interest from the Original Issue Date. Interest will be due and payable on each April 1 and October 1, beginning on April 1, 2023, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360-day year of twelve 30-day months and (ii) payable to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Issuer and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations. The following table shows when the Obligations will mature and the rate of interest each maturity will bear:

<u>Principal Maturity Date (April 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Principal Maturity Date (April 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2023	\$310,000	.00%	2033	\$720,000	.00%
2024	555,000	.00	2034	745,000	.00
2025	575,000	.00	2035	775,000	.00
2026	590,000	.00	2036	800,000	.00
2027	605,000	.00	2037	825,000	.00
2028	615,000	.00	2038	850,000	.00
2029	640,000	.00	2039	885,000	.00
2030	660,000	.00	2040	920,000	.00
2031	680,000	.00	2041	940,000	.00
2032	710,000	.00	2042	1,075,000	.00

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

Section 6. Fiscal Agent.

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. The appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Issuer. The fiscal agency agreement may provide for the Issuer to pay the reasonable and customary charges of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent shall maintain the Register.

Section 7. Appointment of Depository.

The Issuer appoints DTC to act as securities depository for the Obligations. An authorized representative of the Issuer has previously executed a blanket issuer letter of representations with DTC on the Issuer's behalf, and the Issuer ratifies and approves that document.

Section 8. Book-Entry System.

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with DTC is terminated, then the Issuer may appoint another securities depository to maintain the Book-Entry System.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the Issuer will do the following:

- (i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully-registered, certificated Obligations in the denomination of \$5,000 or any multiple thereof in the aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.
- (ii) The Issuer will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

Section 9. Redemption.

The Obligations maturing on and after April 1, 2031 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on April 1, 2030 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 in accordance with Sections 10 and 11 hereof[, and if a portion, but not all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Issuer will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption].

[The Term Bonds are also subject to mandatory partial redemptions prior to their stated maturity dates by operation of a sinking fund. On the following redemption dates (each a "**Sinking Fund Redemption Date**"), the Issuer will redeem the following principal amounts (subject to reduction as provided in the immediately preceding paragraph) of the Term Bonds:

Term Bonds Maturing April 1, 20_____

Sinking Fund Redemption Date (April 1)	Principal Amount To be Redeemed
20_____	\$_____
20_____	_____
20_____ (Stated Maturity)	_____

Term Bonds Maturing April 1, 20_____

Sinking Fund Redemption Date (April 1)	Principal Amount To be Redeemed
20_____	\$_____
20_____	_____
20_____ (Stated Maturity)	_____

The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Bonds to be redeemed will be selected in accordance with Sections 10 and 11 hereof, and the Issuer will give notice of the redemption in the manner stated in said sections.].

Section 10. Manner of Payment/Transfers/Under Book-Entry System.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Obligations by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial

owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

Section 11. Manner of Payment/Transfers/Not Under Book-Entry System.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Obligation upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

Partial Redemptions. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of the Obligations to be redeemed, at the respective addresses set

forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

Section 12. Form of Obligations.

The Obligations shall be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The Issuer may cause the approving opinion of bond counsel to be printed or reproduced on the Obligations.

Section 13. Execution of Obligations.

The Obligations shall be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations shall be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of an authorized representative of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

Section 14. Continuing Disclosure.

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all of its terms.

Section 15. Sale of Obligations.

The Issuer awards the sale of the Obligations to the Purchaser at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations. The Issuer approves and accepts the Purchase Agreement signed and presented by the Purchaser. The Municipal Officers are directed (i) to sign the Purchase Agreement in the Issuer's name and (ii) to take any additional actions needed to effect the closing for the Obligations.

The Financial Officer is directed to comply with the terms of the Notice of Sale with respect to any good-faith deposit requirements.

The Municipal Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser through the facilities of DTC in accordance with the Notice of Sale, the Purchase Agreement, and this resolution. The Obligations may be delivered

to the Purchaser upon payment by the Purchaser of the Purchase Price, plus any accrued interest, as required by the Notice of Sale.

Unless waived by the Purchaser, the delivery of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

- (i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.
- (ii) A transcript of the proceedings relating to the issuance of the Obligations.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

Section 16. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of, and interest on, the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrevocable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations at maturity.

This tax shall be carried from year to year into the Issuer's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year. The tax for each year the levy is made will be in the following amounts:

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>	<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2022	\$.00	2032	\$.00
2023	.00	2033	.00
2024	.00	2034	.00
2025	.00	2035	.00
2026	.00	2036	.00
2027	.00	2037	.00
2028	.00	2038	.00
2029	.00	2039	.00
2030	.00	2040	.00
2031	.00	2041	.00

Section 17. Debt Service Fund Account.

The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (the “**Debt Service Fund Account**”), which shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the Debt Service Fund Account. Any accrued interest received on the Original Issue Date and the premium, if any, paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations shall be deposited into the Debt Service Fund Account and used to pay interest on the Obligations. If the money in the Debt Service Fund Account is insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources.

Section 18. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited in and kept by the Treasurer in a separate fund. The fund will be designated with both the name of the Obligations and the name Borrowed Money Fund (the “**Borrowed Money Fund**”). Money in the Borrowed Money Fund, including any earnings, shall be (i) used to pay the costs of the Project and issuing the Obligations or (ii) transferred to the Debt Service Fund Account as provided by law.

Section 19. Official Statement.

The Issuer ratifies and approves the preliminary offering document prepared and distributed in connection with the sale and issuance of the Obligations, and the Issuer authorizes and directs the final version of such document (the “**Official Statement**”) to be prepared prior to the issuance of the Obligations; *provided, however*, that the Official Statement shall be substantially in the form submitted to this meeting, with such modifications as the Municipal Officers approve. The Municipal Officers are directed to deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the Issuer. Execution and delivery of the Official Statement will conclusively evidence the approval of the Municipal Officers.

Section 20. Publication of Notice.

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published in the Issuer’s official newspaper, as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the execution of the Purchase Agreement. The notice shall be in substantially the form shown in Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 21. Authorization of Officers.

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Obligations:

- (i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.
- (ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the books and records under the officer's custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

Section 22. Tax Law Covenants.

The Issuer covenants that it will comply with all requirements of the Code and the Treasury Regulations promulgated thereunder, that must be satisfied so that interest on the Obligations will be excluded from gross income for federal income tax purposes.

Section 23. Further Authorization.

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 24. Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.

Section 25. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 26. Resolution Effective upon Adoption and Approval.

This resolution takes effect upon its adoption and approval in the manner provided by law.

* * * * *

Adopted: May 17, 2022

Approved: May __, 2022

Mayor

Clerk

EXHIBIT A

FORM OF OBLIGATION

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

STATE OF WISCONSIN
CITY OF GREEN BAY

No. R-____ Registered
\$ _____

GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2022A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____%	April 1, 20__	June 9, 2022	392641 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF GREEN BAY, WISCONSIN (herein called the “**Issuer**”), hereby acknowledges itself to owe, and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is due and payable on each April 1 and October 1, beginning on April 1, 2023, until the Principal Amount has been paid. Interest is computed on the basis of a 360-day year of twelve 30-day months.

This Obligation is one of a duly authorized issue of bonds (the “**Obligations**”) of the Issuer of an aggregate principal amount of \$14,475,000, all of which are of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the Issuer pursuant to the provisions of Chapter 67 of the Wisconsin Statutes, and is authorized by (1) separate initial resolutions adopted by the governing body of the Issuer on April 19, 2022, for the following purposes: street improvements, including, but not limited to, construction of and improvements to streets; sewerage improvements, including, but not limited to, sanitary sewer and storm sewer improvements; parking lots or other parking facilities; fire engines and other equipment of the fire department, including, but not limited to, the purchase of new fire engines and repairs to existing fire engines; parks and public grounds, including, but not limited to, improvements to various park facilities and buildings, tennis courts, and parking, construction of a new baseball field, and construction of an ADA access ramp; and buildings for the housing of

machinery and equipment, including, but not limited to, garage repairs for the Department of Public Works and roof repairs for fire station No. 4; and (2) the resolution duly adopted by the governing body of the Issuer on May 17, 2022, entitled: “A Resolution Authorizing and Providing for the Sale and Issuance of \$14,475,000 General Obligation Corporate Purpose Bonds, Series 2022A, and All Related Details” (the “**Resolution**”). The Obligations are issuable only in the form of fully registered bonds.

On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer (a “**Depository**”), or in the name of the Depository’s nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a “**Book-Entry System**”). So long as the Obligations are maintained in a Book-Entry System, then the principal of, and interest on, this Obligation will be paid by wire transfer to the Depository or its nominee in accordance with the Depository’s rules that are then in effect by ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, or any successor fiscal agent appointed by the Issuer under Section 67.10 (2) of the Wisconsin Statutes (the “**Fiscal Agent**”), which will act as authentication agent, paying agent, and registrar for the Obligations.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then (i) the principal of this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or earlier redemption date at the designated office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid by the Fiscal Agent on each interest payment date by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name this Obligation is registered on the register (the “**Register**”) maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the “**Record Date**”). The Issuer and the Fiscal Agent may treat the entity or person in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The principal of, and interest on, this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of, and interest on, this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrevocable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations maturing on or after April 1, 2031 are subject to redemption before their stated maturity dates, at the Issuer’s option, in whole or in part, in the order of maturity selected by the Issuer, on April 1, 2030 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 as set forth below[, and if a portion, but not

all, of a maturity that is subject to mandatory partial redemptions by operation of a sinking fund (as described below) is being redeemed, then the Issuer will select the amounts to be redeemed on future Sinking Fund Redemption Dates (as defined below) that are reduced as a result of the partial redemption.]

[The Obligations maturing on April 1 in the years 20__ and 20__ (collectively, the “**Term Bonds**”) are also subject to mandatory partial redemptions prior to their stated maturity dates, by operation of a sinking fund. On the following redemption dates (each a “**Sinking Fund Redemption Date**”) the Issuer will redeem the following principal amounts (subject to reduction as provided in the immediately preceding paragraph) of the Term Bonds:

Term Bonds Maturing April 1, 20__

Sinking Fund Redemption Date (April 1)	Principal Amount To be Redeemed
20__	\$_____
20__	_____
20__ (Stated Maturity)	_____

Term Bonds Maturing April 1, 20__

Sinking Fund Redemption Date (April 1)	Principal Amount To be Redeemed
20__	\$_____
20__	_____
20__ (Stated Maturity)	_____

The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Bonds to be redeemed will be selected in the manner set forth below, and the Issuer will give notice of the redemption in the manner described below.].

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of any Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrevocable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the Original Issue Date.

CITY OF GREEN BAY, WISCONSIN

By: _____
Mayor

[SEAL]

And: _____
Clerk

Certificate of Authentication

Dated: June ___, 2022

This Obligation is one of the Obligations
described in the Resolution.

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Fiscal Agent. Those requirements include membership or participation in the Securities Transfer Association Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person’s authority to act must accompany this Obligation.

EXHIBIT B

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

On May 17, 2022, pursuant to Chapter 67 of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of Green Bay, Wisconsin authorized the borrowing of money and entered into a contract to sell general obligation corporate purpose bonds in the principal amount of \$14,475,000. It is anticipated that the closing of this bond financing will be held on or about June 9, 2022. A copy of all proceedings had to date with respect to the authorization and sale of said bonds is on file and may be examined in the office of the City Clerk, at 100 North Jefferson Street, Green Bay, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

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

Publication Date: May ____, 2022

/s/ Celestine Jeffreys
City Clerk

CERTIFICATIONS BY CLERK

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

A Resolution Authorizing and Providing for the Sale and Issuance of \$14,475,000 General Obligation Corporate Purpose Bonds, Series 2022A, and All Related Details

I further certify as follows:

1. **Meeting Date.** On May 17, 2022, a meeting of the Governing Body was held beginning at _____ p.m.

2. **Posting.** On May ___, 2022 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality’s offices in Green Bay, Wisconsin a notice setting forth the date, time, location, and subject matter of said meeting. The notice specifically referred to the Resolution.

3. **Notification of Media.** On May ___, 2022 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter of said meeting to those news media that have filed a written request for such notice and to the official newspaper of the Municipality, if any. The communication specifically referred to the Resolution.

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

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

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

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

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on May __, 2022, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

9. **Publication of Notice.** I have caused the Notice to Electors, in the form of Exhibit B to the Resolution, to be published in the place specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this certificate as of May ____, 2022.

Clerk

[SEAL]



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

May 17, 2022

PREPARED BY

AGENDA ITEM # U.5

Resolution Authorizing and Providing for the Sale and Issuance of \$3,825,000 General Obligation Promissory Notes, Series 2022B, and All Related Details.

BACKGROUND

RECOMMENDATION

Approve

FISCAL IMPACT

ATTACHMENTS

1. PreSaleReport.GreenBay.2022B
2. Green Bay 2022B G.O

April 19, 2022

Pre-Sale Report for

City of Green Bay, Wisconsin

\$3,825,000 General Obligation Promissory Notes,
Series 2022B



Prepared by:

Ehlers
N21W23350 Ridgeview Parkway West,
Suite 100
Waukesha, WI 53188

Advisors:

Todd Taves, Senior Municipal Advisor
Jonathan Schatz, Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

\$3,825,000 General Obligation Promissory Notes, Series 2022B (“Notes”)

Purposes:

The proposed issue includes provides financing for projects included in the City’s 2022 Capital Improvements Plan to include purchase of police, fire and public works department equipment. Debt service will be paid from ad valorem property taxes.

Authority:

The Notes are being issued pursuant to Wisconsin Statute(s) 67.12(12) and will be general obligations of the City for which its full faith, credit and taxing powers are pledged.

The Notes count against the City’s General Obligation debt capacity limit of 5% of total City equalized valuation. Following issuance of the Notes, the City’s total General Obligation debt principal outstanding will be \$174,911,300, which is 43% of its limit. Remaining General Obligation Borrowing Capacity will be approximately \$227,651,055.

Term/Call Feature:

The Notes are being issued for a term of 10 years. Principal on the Notes will be due on April 1 in the years 2024 through 2032. Interest is payable every six months beginning April 1, 2023.

The Notes will be subject to prepayment at the discretion of the City on April 1, 2029 or any date thereafter.

Bank Qualification:

Because the City is issuing, or expects to issue, more than \$10,000,000 in tax-exempt obligations during the calendar year, the City will be not able to designate the Notes as “bank qualified” obligations.

Rating:

The City’s most recent bond issues were rated by Moody’s Investors Service. The current ratings on those bonds are “Aa3”. The City will request a new rating for the Notes.

If the winning bidder on the Notes elects to purchase bond insurance, the rating for the issue may be higher than the City’s bond rating if the bond rating of the insurer is higher than that of the City.

Basis for Recommendation:

Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of Notes as a suitable option based on:

- The expectation this form of financing will provide the overall lowest cost of funds while also meeting the City's objectives for term, structure, and optional redemption.
- The City having adequate General Obligation debt capacity to undertake this financing and anticipating any potential rating impacts.
- The City's current Capital Improvement Plan which identified issuance of General Obligation debt to finance these projects.

Method of Sale/Placement:

We will solicit competitive bids for the purchase of the Notes from underwriters and banks and will include an allowance for discount bidding in the terms of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.

If the Notes are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to reduce your borrowing amount.

Premium Pricing:

In some cases, investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." The underwriter of the bonds will retain a portion of this reoffering premium as their compensation (or "discount") but will pay the remainder of the premium to the City.

For this issue of Notes, any premium amount received that is more than the underwriting discount and any capitalized interest amounts must be placed in the debt service fund and used to pay a portion of the interest payments due on the Notes.

The amount of premium allowed can be restricted in the bid specifications. Restrictions on premium may result in fewer bids but may also eliminate large adjustments on the day of sale and unintended results with respect to debt service payment impacts. Ehlers will identify appropriate premium restrictions for the Notes intended to achieve the City's objectives for this financing.

Other Considerations:

The Notes will be offered with the option of the successful bidder utilizing a term bond structure. By offering underwriters the option to “term up” some of the maturities at the time of the sale, it gives them more flexibility in finding a market for your Notes. This makes your issue more marketable, which can result in lower borrowing costs. If the successful bidder utilizes a term bond structure, we recommend the City retain a paying agent to handle responsibility for processing mandatory redemption/call notices associated with term bonds.

Review of Existing Debt:

We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.

We will continue to monitor the market and the call dates for the City’s outstanding debt and will alert you to any future refunding opportunities.

Continuing Disclosure:

Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually, as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the “MSRB”), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds and has contracted with Ehlers to prepare and file the reports.

Arbitrage Monitoring:

The City must ensure compliance with certain sections of the Internal Revenue Code and Treasury Regulations (“Arbitrage Rules”) throughout the life of the issue to maintain the tax-exempt status of the Notes. These Arbitrage Rules apply to amounts held in construction, escrow, reserve, debt service account(s), etc., along with related investment income on each fund/account.

IRS audits will verify compliance with rebate, yield restriction and records retention requirements within the Arbitrage Rules. The City’s specific arbitrage responsibilities will be detailed in the Tax Certificate (the “Tax Compliance Document”) prepared by your Bond Attorney and provided at closing.

The Notes may qualify for one or more exception(s) to the Arbitrage Rules by meeting 1) small issuer exception, 2) spend down requirements, 3) bona fide debt service fund limits, 4) reasonable reserve requirements, 5) expenditure within an available period limitations, 6) investments yield restrictions, 7) de minimis rules, or; 8) borrower limited requirements.

We recommend that the City review its specific responsibilities related to the Notes with an arbitrage expert to utilize one or more of the exceptions listed above.

Investment of Note Proceeds:

Ehlers can assist the City in developing a strategy to invest your Note proceeds until the funds are needed to pay project costs.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel: Foley & Lardner LLP

Paying Agent: Associated Trust Company, N.A.

Rating Agency: Moody's Investors Service, Inc.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by Common Council:	April 19, 2022
Due Diligence Call to review Official Statement:	Week of May 2, 2022
Distribute Official Statement:	Week of May 2, 2022
Conference with Rating Agency:	May 3, 2022
Common Council Meeting to Award Sale of the Notes:	May 17, 2022
Estimated Closing Date:	June 9, 2022

Attachments

Estimated Sources and Uses of Funds

Estimated Proposed Debt Service Schedules

Bond Buyer Index

EHLERS' CONTACTS

Todd Taves, Senior Municipal Advisor	(262) 796-6173
Jonathan Schatz, Municipal Advisor	(262) 796-6195
Peter Curtin, Public Finance Analyst	(262) 796-6187
Kathy Myers, Senior Financial Analyst	(262) 796-6177

City of Green Bay, WI

Notes:

1) Project Total Estimates

Table 02
Allocation of Debt Service - 2022A and 2022B

City of Green Bay, WI

Year Ending	2022A G.O. Bonds - Streets				NON-LEVY							
					2022A G.O. Bonds - Sewerage (Storm and Sanitary)				2022A G.O. Bonds - Parking			
	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total
2022												
2023	75,000	2.25%	253,486	328,486	105,000	2.25%	156,922	261,922	20,000	2.25%	29,681	49,681
2024	230,000	2.50%	189,418	419,418	145,000	2.50%	116,413	261,413	25,000	2.50%	22,048	47,048
2025	240,000	2.60%	183,423	423,423	150,000	2.60%	112,650	262,650	30,000	2.60%	21,345	51,345
2026	245,000	2.70%	176,995	421,995	155,000	2.70%	108,608	263,608	30,000	2.70%	20,550	50,550
2027	250,000	2.80%	170,188	420,188	160,000	2.80%	104,275	264,275	30,000	2.80%	19,725	49,725
2028	260,000	2.85%	162,983	422,983	160,000	2.85%	99,755	259,755	30,000	2.85%	18,878	48,878
2029	265,000	2.95%	155,369	420,369	165,000	2.95%	95,041	260,041	30,000	2.95%	18,008	48,008
2030	275,000	3.05%	147,266	422,266	170,000	3.05%	90,015	260,015	35,000	3.05%	17,031	52,031
2031	285,000	3.15%	138,584	423,584	180,000	3.15%	84,588	264,588	35,000	3.15%	15,946	50,946
2032	295,000	3.25%	129,301	424,301	185,000	3.25%	78,746	263,746	35,000	3.25%	14,826	49,826
2033	300,000	3.30%	119,558	419,558	190,000	3.30%	72,605	262,605	35,000	3.30%	13,680	48,680
2034	310,000	3.30%	109,493	419,493	195,000	3.30%	66,253	261,253	35,000	3.30%	12,525	47,525
2035	325,000	3.30%	99,015	424,015	200,000	3.30%	59,735	259,735	40,000	3.30%	11,288	51,288
2036	335,000	3.35%	88,041	423,041	210,000	3.35%	52,918	262,918	40,000	3.35%	9,958	49,958
2037	345,000	3.40%	76,565	421,565	215,000	3.40%	45,745	260,745	40,000	3.40%	8,608	48,608
2038	355,000	3.45%	64,576	419,576	225,000	3.45%	38,209	263,209	40,000	3.45%	7,238	47,238
2039	370,000	3.50%	51,978	421,978	230,000	3.50%	30,303	260,303	45,000	3.50%	5,760	50,760
2040	380,000	3.50%	38,853	418,853	240,000	3.50%	22,078	262,078	45,000	3.50%	4,185	49,185
2041	395,000	3.55%	25,191	420,191	245,000	3.55%	13,529	258,529	45,000	3.55%	2,599	47,599
2042	505,000	3.60%	9,090	514,090	255,000	3.60%	4,590	259,590	50,000	3.60%	900	50,900
2043												
Total	6,040,000		2,389,369	8,429,369	3,780,000		1,452,975	5,232,975	715,000		274,776	989,776

Notes:

1) Estimated Rate for 2022A and 2022B are based on a WI (Aa2) sale of 4/27/2022 + 15 basis points, then a TIC of 4% in 2023, 4.25% in 2024, 4.5% in 2025 and 4.75% in 2026.

Table 02 (cont.)

Allocation of Debt Service - 2022A and 2022B

City of Green Bay, WI

2022A G.O. Bonds - Fire				2022A G.O. Bonds - Parks				2022A G.O. Bonds - Buildings				2022A GO Bonds Total		
Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Interest	Total
45,000	2.25%	67,849	112,849	30,000	2.25%	41,248	71,248	35,000	2.25%	54,427	89,427	310,000	603,613	913,613
65,000	2.50%	50,310	115,310	40,000	2.50%	30,543	70,543	50,000	2.50%	40,400	90,400	555,000	449,130	1,004,130
65,000	2.60%	48,653	113,653	40,000	2.60%	29,523	69,523	50,000	2.60%	39,125	89,125	575,000	434,718	1,009,718
65,000	2.70%	46,930	111,930	40,000	2.70%	28,463	68,463	55,000	2.70%	37,733	92,733	590,000	419,278	1,009,278
70,000	2.80%	45,073	115,073	40,000	2.80%	27,363	67,363	55,000	2.80%	36,220	91,220	605,000	402,843	1,007,843
70,000	2.85%	43,095	113,095	40,000	2.85%	26,233	66,233	55,000	2.85%	34,666	89,666	615,000	385,609	1,000,609
75,000	2.95%	40,991	115,991	45,000	2.95%	24,999	69,999	60,000	2.95%	32,998	92,998	640,000	367,405	1,007,405
75,000	3.05%	38,741	113,741	45,000	3.05%	23,649	68,649	60,000	3.05%	31,198	91,198	660,000	347,900	1,007,900
75,000	3.15%	36,416	111,416	45,000	3.15%	22,254	67,254	60,000	3.15%	29,338	89,338	680,000	327,125	1,007,125
80,000	3.25%	33,935	113,935	50,000	3.25%	20,733	70,733	65,000	3.25%	27,336	92,336	710,000	304,878	1,014,878
80,000	3.30%	31,315	111,315	50,000	3.30%	19,095	69,095	65,000	3.30%	25,208	90,208	720,000	281,460	1,001,460
85,000	3.30%	28,593	113,593	50,000	3.30%	17,445	67,445	70,000	3.30%	22,980	92,980	745,000	257,288	1,002,288
85,000	3.30%	25,788	110,788	55,000	3.30%	15,713	70,713	70,000	3.30%	20,670	90,670	775,000	232,208	1,007,208
90,000	3.35%	22,878	112,878	55,000	3.35%	13,884	68,884	70,000	3.35%	18,343	88,343	800,000	206,020	1,006,020
95,000	3.40%	19,755	114,755	55,000	3.40%	12,028	67,028	75,000	3.40%	15,895	90,895	825,000	178,595	1,003,595
95,000	3.45%	16,501	111,501	60,000	3.45%	10,058	70,058	75,000	3.45%	13,326	88,326	850,000	149,908	999,908
100,000	3.50%	13,113	113,113	60,000	3.50%	7,973	67,973	80,000	3.50%	10,633	90,633	885,000	119,758	1,004,758
105,000	3.50%	9,525	114,525	65,000	3.50%	5,785	70,785	85,000	3.50%	7,745	92,745	920,000	88,170	1,008,170
105,000	3.55%	5,824	110,824	65,000	3.55%	3,494	68,494	85,000	3.55%	4,749	89,749	940,000	55,385	995,385
110,000	3.60%	1,980	111,980	65,000	3.60%	1,170	66,170	90,000	3.60%	1,620	91,620	1,075,000	19,350	1,094,350
1,635,000		627,262	2,262,262	995,000		381,646	1,376,646	1,310,000		504,607	1,814,607	14,475,000	5,630,636	20,105,636

Table 02 (cont.)

Allocation of Debt Service - 2022A and 2022B

City of Green Bay, WI

2022B G.O. Notes - 10 yr				2022B G.O. Notes - 8 yr				2022B G.O. Notes - 5 yr				2022B G.O. Notes Total			Year	2022A and 2022B Total Debt Service		
Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Est. Rate	Interest	Total	Principal	Interest	Total	Ending	Principal	Interest	Total
0	2.25%	97,815	97,815	75,000	2.25%	23,763	98,763	25,000	2.25%	20,778	45,778	100,000	142,356	242,356	2022			
110,000	2.50%	73,230	183,230	75,000	2.50%	16,143	91,143	100,000	2.50%	14,250	114,250	285,000	103,623	388,623	2023	410,000	745,969	1,155,969
105,000	2.60%	70,490	175,490	75,000	2.60%	14,230	89,230	100,000	2.60%	11,700	111,700	280,000	96,420	376,420	2024	840,000	552,753	1,392,753
350,000	2.70%	64,400	414,400	75,000	2.70%	12,243	87,243	100,000	2.70%	9,050	109,050	525,000	85,693	610,693	2025	855,000	531,138	1,386,138
225,000	2.80%	56,525	281,525	85,000	2.80%	10,040	95,040	275,000	2.80%	3,850	278,850	585,000	70,415	655,415	2026	1,115,000	504,970	1,619,970
350,000	2.85%	48,388	398,388	100,000	2.85%	7,425	107,425					450,000	55,813	505,813	2027	1,190,000	473,258	1,663,258
350,000	2.95%	38,238	388,238	100,000	2.95%	4,525	104,525					450,000	42,763	492,763	2028	1,065,000	441,421	1,506,421
350,000	3.05%	27,738	377,738	100,000	3.05%	1,525	101,525					450,000	29,263	479,263	2029	1,090,000	410,168	1,500,168
350,000	3.15%	16,888	366,888									350,000	16,888	366,888	2030	1,110,000	377,163	1,487,163
350,000	3.25%	5,688	355,688									350,000	5,688	355,688	2031	1,030,000	344,013	1,374,013
												0	0	0	2032	1,060,000	310,565	1,370,565
												0	0	0	2033	720,000	281,460	1,001,460
												0	0	0	2034	745,000	257,288	1,002,288
												0	0	0	2035	775,000	232,208	1,007,208
												0	0	0	2036	800,000	206,020	1,006,020
												0	0	0	2037	825,000	178,595	1,003,595
												0	0	0	2038	850,000	149,908	999,908
												0	0	0	2039	885,000	119,758	1,004,758
												0	0	0	2040	920,000	88,170	1,008,170
												0	0	0	2041	940,000	55,385	995,385
															2042	1,075,000	19,350	1,094,350
															2043			
2,540,000		499,398	3,039,398	685,000		89,893	774,893	600,000		59,628	659,628	3,825,000	648,919	4,473,919	Total	18,300,000	6,279,555	24,579,555

Table 03
Financing Plan Tax Impact

City of Green Bay, WI

Year Ending	Existing Debt			Proposed Debt										Year Ending
	Tax Rate Assessed Value (TID OUT) Per \$1,000			2022 G.O. Bonds 14,475,000 Dated: 8/1/2022	2022 G.O. Notes 3,825,000 Dated: 8/1/2022	Proposed Debt issues 2023-2026	Abatements			Levy and Tax Rate				
							Less: Storm/ Sewer	Less: Parking	Less: Other Revenue (2023-2026)	Total Net Debt	Total Tax Rate for	Levy Change from Prior	Annual Taxes \$150,000	
	Net Tax Levy	(TID OUT)	Per \$1,000	Total P&I	Total P&I	Total P&I				Service Levy	Debt Service	Year	Home	
2022	10,656,291	7,659,647,230	\$1.39							10,656,291	\$1.39		\$208.68	2022
2023	10,260,215	7,745,842,986	\$1.32	913,613	242,356		(261,922)	(49,681)	0	11,104,580	\$1.43	448,289	\$215.04	2023
2024	9,770,069	7,831,192,209	\$1.25	1,004,130	388,623	1,208,602	(261,413)	(47,048)	(507,613)	11,555,351	\$1.48	450,771	\$221.33	2024
2025	9,538,909	7,915,588,541	\$1.21	1,009,718	376,420	2,406,577	(262,650)	(51,345)	(1,010,762)	12,006,866	\$1.52	451,516	\$227.53	2025
2026	9,061,179	7,998,920,558	\$1.13	1,009,278	610,693	3,614,171	(263,608)	(50,550)	(1,517,952)	12,463,210	\$1.56	456,344	\$233.72	2026
2027	8,125,514	8,081,071,570	\$1.01	1,007,843	655,415	4,868,753	(264,275)	(49,725)	(2,044,876)	12,298,648	\$1.52	(164,563)	\$228.29	2027
2028	7,190,435	8,969,142,225	\$0.80	1,000,609	505,813	4,850,575	(259,755)	(48,878)	(2,037,242)	11,201,557	\$1.25	(1,097,091)	\$187.33	2028
2029	5,879,242	9,070,074,027	\$0.65	1,007,405	492,763	4,833,781	(260,041)	(48,008)	(2,030,188)	9,874,954	\$1.09	(1,326,603)	\$163.31	2029
2030	4,557,068	9,170,014,572	\$0.50	1,007,900	479,263	4,826,825	(260,015)	(52,031)	(2,027,267)	8,531,743	\$0.93	(1,343,211)	\$139.56	2030
2031	3,749,250	9,268,839,321	\$0.40	1,007,125	366,888	4,824,163	(264,588)	(50,946)	(2,026,148)	7,605,743	\$0.82	(926,000)	\$123.09	2031
2032	3,362,333	9,366,417,797	\$0.36	1,014,878	355,688	4,820,475	(263,746)	(49,826)	(2,024,600)	7,215,201	\$0.77	(390,542)	\$115.55	2032
2033	3,323,921	9,462,613,365	\$0.35	1,001,460		4,805,756	(262,605)	(48,680)	(2,018,418)	6,801,435	\$0.72	(413,766)	\$107.82	2033
2034	3,306,121	10,502,508,777	\$0.31	1,002,288		4,319,569	(261,253)	(47,525)	(1,814,219)	6,504,980	\$0.62	(296,455)	\$92.91	2034
2035	3,292,087	10,620,695,902	\$0.31	1,007,208		3,807,825	(259,735)	(51,288)	(1,599,287)	6,196,811	\$0.58	(308,170)	\$87.52	2035
2036	2,724,204	10,737,722,306	\$0.25	1,006,020		3,288,150	(262,918)	(49,958)	(1,381,023)	5,324,476	\$0.50	(872,335)	\$74.38	2036
2037	1,961,073	10,853,442,155	\$0.18	1,003,595		2,772,725	(260,745)	(48,608)	(1,164,545)	4,263,496	\$0.39	(1,060,980)	\$58.92	2037
2038	1,283,599	10,967,702,669	\$0.12	999,908		2,765,663	(263,209)	(47,238)	(1,161,578)	3,577,144	\$0.33	(686,352)	\$48.92	2038
2039	785,211	11,080,343,852	\$0.07	1,004,758		2,759,969	(260,303)	(50,760)	(1,159,187)	3,079,688	\$0.28	(497,456)	\$41.69	2039
2040	369,220	12,298,020,016	\$0.03	1,008,170		2,755,438	(262,078)	(49,185)	(1,157,284)	2,664,281	\$0.22	(415,407)	\$32.50	2040
2041	312,900	12,436,412,439	\$0.03	995,385		2,746,956	(258,529)	(47,599)	(1,153,722)	2,595,392	\$0.21	(68,889)	\$31.30	2041
2042	0	12,573,445,702	\$0.00	1,094,350		2,739,406	(259,590)	(50,900)	(1,150,551)	2,372,716	\$0.19	(222,677)	\$28.31	2042
2043		10,810,802,423	\$0.00			2,737,469			(1,149,737)	1,587,732	\$0.15	(784,984)	\$22.03	2043
2044		11,047,705,961	\$0.00			2,089,013			(877,385)	1,211,627	\$0.11	(376,105)	\$16.45	2044
2045		11,289,800,906	\$0.00			1,413,975			(593,870)	820,106	\$0.07	(391,522)	\$10.90	2045
2046		11,537,201,022	\$0.00			706,388			(296,683)	409,705	\$0.04	(410,401)	\$5	2046
Total				20,105,636	4,473,919	75,962,222	(5,232,975)	(989,776)	(31,904,133)					Total

Notes:

Table 04

General Obligation Debt Capacity Analysis - Impact of Financing Plan

City of Green Bay, WI

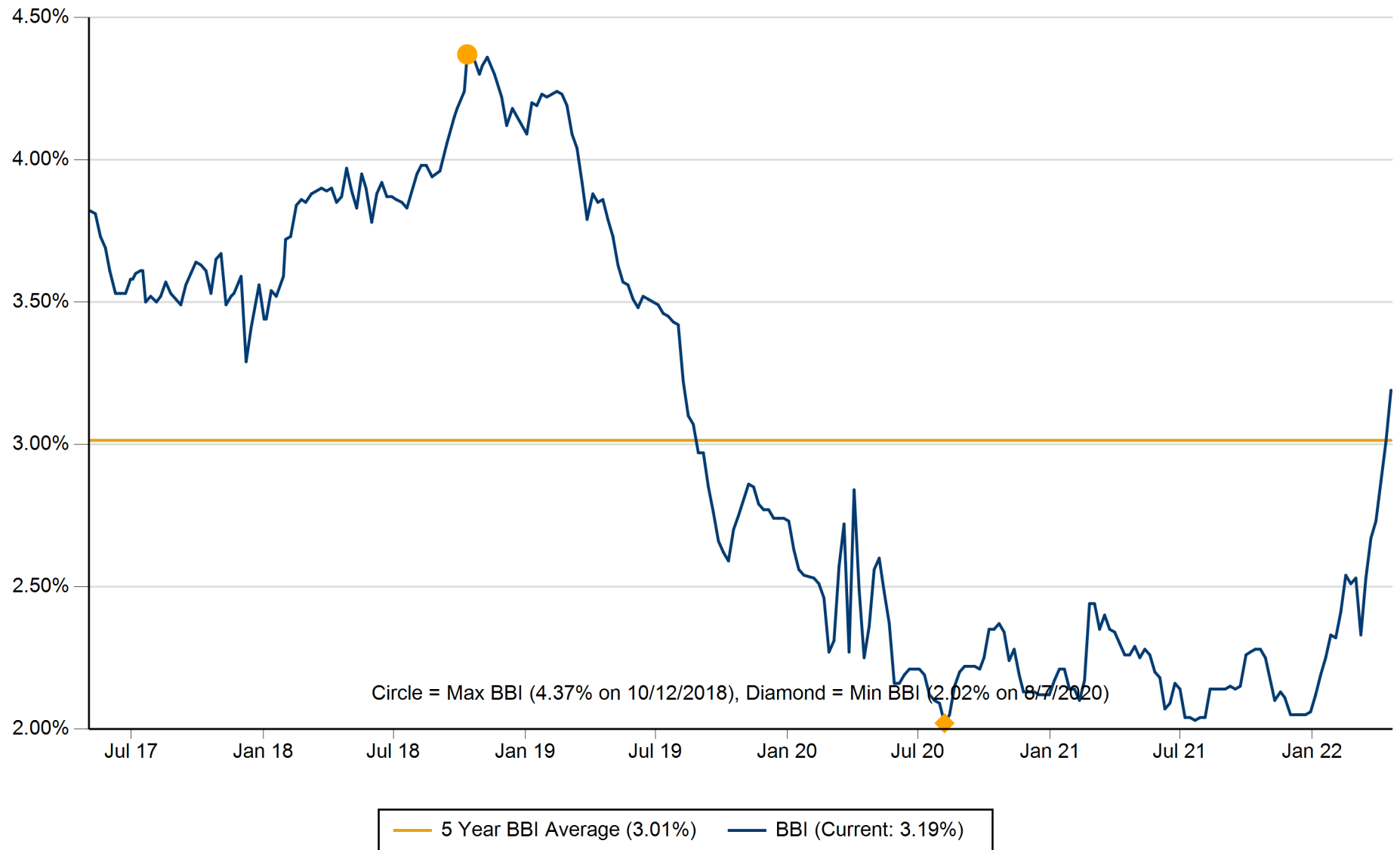
Existing Debt				
Year Ending	Projected Equalized Value (TID IN)	Debt Limit	Existing Principal Outstanding	Existing Debt % of Limit
2021	7,399,206,300	369,960,315	163,431,000	44%
2022	8,051,247,100	402,562,355	160,894,000	40%
2023	8,294,653,786	414,732,689	145,904,772	35%
2024	8,545,419,184	427,270,959	130,722,902	31%
2025	8,803,765,765	440,188,288	115,549,321	26%
2026	9,069,922,724	453,496,136	101,071,000	22%
2027	9,344,126,186	467,206,309	88,245,000	19%
2028	9,626,619,415	481,330,971	76,259,000	16%
2029	9,917,653,027	495,882,651	66,088,000	13%
2030	10,217,485,217	510,874,261	57,227,000	11%

Proposed Debt										
Proposed:		Combined Principal:			Residual	Direct Debt			Year	
2022A	2022B	2023-2026	Existing & Proposed	% of Limit	Capacity	Burden	Assessment		Ending	
			\$163,431,000	44%	\$206,529,315	2.21%	Moderate		2021	
14,475,000	3,825,000		\$179,194,000	45%	\$223,368,355	2.23%	Moderate		2022	
14,165,000	3,725,000	13,235,000	\$177,029,772	43%	\$237,702,917	2.13%	Moderate		2023	
13,610,000	3,440,000	25,945,000	\$173,717,902	41%	\$253,553,057	2.03%	Moderate		2024	
13,035,000	3,160,000	37,995,000	\$169,739,321	39%	\$270,448,968	1.93%	Moderate		2025	
12,445,000	2,635,000	49,380,000	\$165,531,000	37%	\$287,965,136	1.83%	Moderate		2026	
11,840,000	2,050,000	46,820,000	\$148,955,000	32%	\$318,251,309	1.59%	Strong		2027	
11,225,000	1,600,000	43,965,000	\$133,049,000	28%	\$348,281,971	1.38%	Strong		2028	
10,585,000	1,150,000	41,000,000	\$118,823,000	24%	\$377,059,651	1.20%	Strong		2029	
9,925,000	700,000	37,910,000	\$105,762,000	21%	\$405,112,261	1.04%	Strong		2030	

Notes:

5 YEAR TREND IN MUNICIPAL BOND INDICES

Weekly Rates April, 2017 - April, 2022



The Bond Buyer "20 Bond Index" (BBI) shows average yields on a group of municipal bonds that mature in 20 years and have an average rating equivalent to Moody's Aa2 and S&P's AA.

Source: The Bond Buyer



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

May 17, 2022

Resolution No. ____

**A Resolution Authorizing and Providing for the Sale and Issuance of
\$3,825,000 General Obligation Promissory Notes, Series 2022B,
and All Related Details**

RECITALS

The Common Council (the “**Governing Body**”) of the City of Green Bay, Wisconsin (the “**Issuer**”) makes the following findings and determinations:

1. The Issuer needs funds to finance improvements to municipal buildings, and the purchase of vehicles and equipment for the Department of Public Works, and the Fire, IT, Parks, and Police departments, and for the storm water system (collectively, the “**Project**”).
2. On April 19, 2022, the Governing Body adopted an initial resolution authorizing the issuance of general obligation promissory notes of the Issuer in the principal amount of approximately \$3,825,000 for the purposes of the Project (the “**Initial Resolution**”).
3. The Clerk of the Issuer caused notice of the sale (the “**Notice to Bidders**”) of the \$3,825,000 City of Green Bay, Wisconsin General Obligation Promissory Notes, Series 2022B (the “**Obligations**”) to be given to media typically monitored by potential bidders in the manner and form directed by the Initial Resolution. The Notice to Bidders is made of record in these proceedings, and the Governing Body ratifies the notice.
4. In accordance with the Notice to Bidders and the bidding terms that were included in the document that was used for offering the Obligations for sale by competitive bid (the “**Notice of Sale**”), written bids for the sale of the Obligations were received and delivered to the Governing Body.
5. The Governing Body has considered all the bids it received. The Governing Body has decided to accept the bid of _____ (the “**Purchaser**”), or a group that it represents, to purchase the Obligations on the terms specified in the Purchaser’s bid. The Purchaser bid the price of \$_____ (the “**Purchase Price**”), plus any accrued interest, for the entire issue of Obligations and specified that the Obligations maturing on April 1 in the years shown below will bear interest at the respective interest rates shown below:

<u>Maturity Date</u> <u>(April 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
2024	\$ 50,000	.00%
2025	50,000	.00
2026	50,000	.00
2027	100,000	.00
2028	700,000	.00
2029	700,000	.00
2030	720,000	.00
2031	720,000	.00
2032	735,000	.00

6. The Purchaser's bid complies with all terms of the Notice to Bidders and the Notice of Sale.

7. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.

8. The Governing Body is adopting this resolution to sell the Obligations and provide for their issuance upon the terms and conditions set forth in this resolution.

RESOLUTIONS

The Governing Body resolves as follows:

Section 1. Definitions.

In addition to the terms defined above, capitalized terms not otherwise defined herein shall have the meanings set forth below, unless the context clearly requires another meaning.

"Book-Entry System" means a system in which no physical distribution of certificates representing ownership of the Obligations is made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer, or in the name of such a depository's nominee, and the depository and its participants record beneficial ownership and effect transfers of the Obligations electronically.

"Code" means the Internal Revenue Code of 1986, as amended.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement, dated as of the Original Issue Date, to be executed by the Issuer and delivered on the closing date of the Obligations.

“Debt Service Fund” means the fund created by the Issuer pursuant to Section 67.11 of the Wisconsin Statutes to provide for the payment of debt service on its general obligations.

“Debt Service Fund Account” has the meaning set forth in Section 16 hereof.

“Depository” means DTC or any successor appointed by the Issuer and acting as securities depository for the Obligations.

“DTC” means The Depository Trust Company.

“Financial Officer” means the Treasurer.

“Fiscal Agent” means Associated Trust Company, National Association, or any successor fiscal agent appointed by the Issuer to act as authentication agent, paying agent, and registrar for the Obligations pursuant to Section 67.10 (2) of the Wisconsin Statutes.

“Governing Body” has the meaning set forth in the recitals to this resolution.

“Initial Resolution” has the meaning set forth in the recitals to this resolution.

“Issuer” means the City of Green Bay, Wisconsin.

“Municipal Officers” means the Mayor and the Clerk of the Issuer. These are the officers required by law to execute general obligations on the Issuer’s behalf.

“Notice of Sale” has the meaning set forth in the recitals to this resolution.

“Obligations” means the \$3,825,000 City of Green Bay, Wisconsin General Obligation Promissory Notes, Series 2022B, which will be issued pursuant to this resolution.

“Original Issue Date” means June 9, 2022.

“Project” has the meaning set forth in the recitals to this resolution.

“Purchase Agreement” means the purchase contract entered into between the Issuer and the Purchaser evidencing the purchase of the Obligations as described in Section 14.

“Purchase Price” has the meaning set forth in the recitals to this resolution.

“Purchaser” has the meaning set forth in the recitals to this resolution.

“Record Date” means the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date for the Obligations.

“Recording Officer” means the Issuer’s Clerk.

“Register” means the register maintained by the Fiscal Agent at its designated office, in which the Fiscal Agent records:

- (i) The name and address of the registered owner of each Obligation.
- (ii) All transfers of each Obligation.

“**Treasurer**” means the Issuer’s Treasurer.

Section 2. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

- (i) *Exhibit A* — Form of Obligation.
- (ii) *Exhibit B* — Notice to Electors of Sale.

Section 3. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued. The Obligations will be fully registered, negotiable, general obligation promissory notes of the Issuer in the principal amount of \$3,825,000. The Obligations will be issued pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes to pay the costs of the Project and issuing the Obligations (including, but not limited to, printing costs and fees for underwriting, financial consultants, bond counsel, rating agencies, bond insurance, and registration, as applicable).

Section 4. Terms of Obligations.

The Obligations will be named “City of Green Bay, Wisconsin General Obligation Promissory Notes, Series 2022B.” The Obligations will be dated the Original Issue Date, even if they are actually issued or executed on another date. Each Obligation will also be dated the date on which it is authenticated by the Fiscal Agent. That date is its registration date.

The face amount of each Obligation will be \$5,000 or any multiple thereof up to the principal amount authorized for that maturity.

The Obligations will bear interest from the Original Issue Date. Interest will be due and payable on each April 1 and October 1, beginning on April 1, 2023, until the principal of the Obligations has been paid. Interest on each Obligation will be (i) computed on the basis of a 360 day year of twelve 30 day months and (ii) payable to the person in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date. The Issuer and the Fiscal Agent may treat the entity or person in whose name any Obligation is registered on the Register as the absolute owner of the Obligations for all purposes whatsoever under this resolution. The Obligations will be numbered consecutively as may be required to comply with any applicable rules or customs or as determined by the Municipal Officers executing the Obligations. The following table shows when the Obligations will mature and the rate of interest each maturity will bear:

Principal Maturity Date (April 1)	Principal Amount	Interest Rate
2024	\$ 50,000	.00%
2025	50,000	.00
2026	50,000	.00
2027	100,000	.00
2028	700,000	.00
2029	700,000	.00
2030	720,000	.00
2031	720,000	.00
2032	735,000	.00

The principal of, and interest on, the Obligations will be payable in lawful money of the United States of America.

Section 5. Fiscal Agent.

The Issuer appoints the Fiscal Agent to act as authentication agent, paying agent, and registrar for the Obligations. The appropriate officers of the Issuer are directed to enter into a fiscal agency agreement with the Fiscal Agent on behalf of the Issuer. The fiscal agency agreement may provide for the Issuer to pay the reasonable and customary charges of the Fiscal Agent for those services. The fiscal agency agreement shall require the Fiscal Agent to comply with all applicable federal and state regulations. Among other things, the Fiscal Agent shall maintain the Register.

Section 6. Appointment of Depository.

The Issuer appoints DTC to act as securities depository for the Obligations. An authorized representative of the Issuer has previously executed a blanket issuer letter of representations with DTC on the Issuer's behalf, and the Issuer ratifies and approves that document.

Section 7. Book-Entry System.

On the date of their initial delivery, the Obligations will be registered in the name of DTC or its nominee and maintained in a Book-Entry System. If the Issuer's relationship with DTC is terminated, then the Issuer may appoint another securities depository to maintain the Book-Entry System.

If on any date the Obligations are not being maintained in a Book-Entry System, then the Issuer will do the following:

- (i) At its expense, the Issuer will prepare, authenticate, and deliver to the beneficial owners of the Obligations fully-registered, certificated Obligations in the denomination of \$5,000 or any multiple thereof in the

aggregate principal amount then outstanding. The beneficial owners will be those shown on the records of the Depository and its direct and indirect participants.

- (ii) The Issuer will appoint a fiscal agent to act as authentication agent, paying agent, and registrar for the Obligations under Section 67.10 (2) of the Wisconsin Statutes (the Fiscal Agent may be reappointed in this capacity).

Section 8. Redemption.

The Obligations maturing on and after April 1, 2030 are subject to redemption before their stated maturity dates, at the Issuer's option, in whole or in part, in the order of maturity selected by the Issuer, on April 1, 2029 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 in accordance with Sections 9 and 10 hereof.

Section 9. Manner of Payment/Transfers/Under Book-Entry System.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Obligations by wire transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

Section 10. Manner of Payment/Transfers/Not Under Book-Entry System.

If on any date the Obligations are not being maintained in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Obligation upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

Partial Redemptions. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If an Obligation has been called for redemption but less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of the Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

Section 11. Form of Obligations.

The Obligations shall be in substantially the form shown in Exhibit A. Omissions, insertions, or variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The Issuer may cause the approving opinion of bond counsel to be printed or reproduced on the Obligations.

Section 12. Execution of Obligations.

The Obligations shall be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations shall be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of an authorized representative of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile signature is used, then it will be treated as the officer's own signature.

Section 13. Continuing Disclosure.

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all of its terms.

Section 14. Sale of Obligations.

The Issuer awards the sale of the Obligations to the Purchaser at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations. The Issuer approves and accepts the Purchase Agreement signed and presented by the Purchaser. The Municipal Officers are directed (i) to sign the Purchase Agreement in the Issuer's name and (ii) to take any additional actions needed to effect the closing for the Obligations.

The Financial Officer is directed to comply with the terms of the Notice of Sale with respect to any good-faith deposit requirements.

The Municipal Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser through the facilities of DTC in accordance with the Notice of Sale, the Purchase Agreement, and this resolution. The Obligations may be delivered to the Purchaser upon payment by the Purchaser of the Purchase Price, plus any accrued interest, as required by the Notice of Sale.

Unless waived by the Purchaser, the delivery of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

- (i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.
- (ii) A transcript of the proceedings relating to the issuance of the Obligations.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

Section 15. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of, and interest on, the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations at maturity.

This tax shall be carried from year to year into the Issuer's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year. The tax for each year the levy is made will be in the following amounts:

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
2022	\$.00
2023	.00
2024	.00
2025	.00
2026	.00
2027	.00
2028	.00
2029	.00
2030	.00
2031	.00

Section 16. Debt Service Fund Account.

The Issuer shall create a separate account within the Debt Service Fund solely for the Obligations (the "**Debt Service Fund Account**"), which shall be maintained and administered as provided in Section 67.11 of the Wisconsin Statutes. The Treasurer is directed to keep the proceeds of the taxes levied under this resolution, when they are collected, in the

Debt Service Fund Account. Any accrued interest received on the Original Issue Date and the premium, if any, paid to the Issuer by the Purchaser in excess of the stated principal amount of the Obligations shall be deposited into the Debt Service Fund Account and used to pay interest on the Obligations. If the money in the Debt Service Fund Account is insufficient to make a payment of principal of, or interest on, the Obligations on a date on which such a payment is due, then the Issuer will promptly provide the necessary funds to make the payment from other available sources.

Section 17. Borrowed Money Fund.

The sale proceeds of the Obligations (not including any accrued interest or premium received) shall be deposited in and kept by the Treasurer in a separate fund. The fund shall be designated with both the name of the Obligations and the name Borrowed Money Fund (the “**Borrowed Money Fund**”). Money in the Borrowed Money Fund, including any earnings, shall be (i) used to pay the costs of the Project and issuing the Obligations or (ii) transferred to the Debt Service Fund Account as provided by law.

Section 18. Official Statement.

The Issuer ratifies and approves the preliminary offering document prepared and distributed in connection with the sale and issuance of the Obligations, and the Issuer authorizes and directs the final version of such document (the “**Official Statement**”) to be prepared prior to the issuance of the Obligations; *provided, however*, that the Official Statement shall be substantially in the form submitted to this meeting, with such modifications as the Municipal Officers approve. The Municipal Officers are directed to deliver copies of the Official Statement to the Purchaser and, if the Purchaser requests, execute one or more copies on behalf of the Issuer. Execution and delivery of the Official Statement will conclusively evidence the approval of the Municipal Officers.

Section 19. Publication of Notice.

The Recording Officer is directed to publish notice that the Issuer has agreed to sell the Obligations. The notice shall be published in the Issuer’s official newspaper, as a class 1 notice under Chapter 985 of the Wisconsin Statutes promptly after the execution of the Purchase Agreement. The notice shall be in substantially the form shown in Exhibit B. The Recording Officer shall obtain proof, in affidavit form, of the publication, and shall compare the notice as published with the attached form to make sure that no mistake was made in publication.

Section 20. Authorization of Officers.

The appropriate officers of the Issuer are directed to prepare and furnish the following items to the Purchaser and the attorneys approving the legality of the Obligations:

- (i) Certified copies of proceedings and records of the Issuer relating to the Obligations and to the financial condition and affairs of the Issuer.
- (ii) Other affidavits, certificates, and information that may be required to show the facts about the legality of the Obligations, as such facts appear on the

books and records under the officer's custody or control or as are otherwise known to the officer.

All certified copies, affidavits, certificates, and information furnished for such purpose will be representations of the Issuer as to the facts they present.

Section 21. Tax Law Covenants.

The Issuer covenants that it will comply with all requirements of the Code and the Treasury Regulations promulgated thereunder, that must be satisfied so that interest on the Obligations will be excluded from gross income for federal income tax purposes.

Section 22. Further Authorization.

The Issuer authorizes its officers, attorneys, and other agents or employees to do all acts required of them to carry out the purposes of this resolution.

Section 23. Conflict with Prior Acts.

In case any part of a prior action of the Governing Body conflicts with this resolution, that part of the prior action is hereby rescinded.

Section 24. Severability of Invalid Provisions.

If a court holds any provision of this resolution to be illegal or invalid, then the illegality or invalidity shall not affect any other provision of this resolution.

Section 25. Effective Date.

This resolution takes effect upon its adoption and approval in the manner provided by law.

Adopted: May 17, 2022

Approved: May __, 2022

Mayor

Clerk

EXHIBIT A

FORM OF OBLIGATION

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

STATE OF WISCONSIN
CITY OF GREEN BAY

No. R-____ Registered
\$ _____

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2022B

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____%	April 1, 20__	June 9, 2022	392641 ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE CITY OF GREEN BAY, WISCONSIN (herein called the “**Issuer**”), hereby acknowledges itself to owe, and for value received promises to pay the Principal Amount to the Registered Owner on the Maturity Date, and to pay interest on the Principal Amount from the Original Issue Date at the annual rate of the Interest Rate. Interest is due and payable on each April 1 and October 1, beginning on April 1, 2023, until the Principal Amount has been paid. Interest is computed on the basis of a 360 day year of twelve 30 day months.

This Obligation is one of a duly authorized issue of notes (the “**Obligations**”) of the Issuer of an aggregate principal amount of \$3,825,000, all of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the Issuer pursuant to the provisions of Section 67.12(12) of the Wisconsin Statutes, and is authorized by (1) an initial resolution adopted by the governing body of the Issuer on April 19, 2022, and (2) the resolution duly adopted by the governing body of the Issuer on May 17, 2022, entitled: “A Resolution Authorizing and Providing for the Sale and Issuance of \$3,825,000 General Obligation Promissory Notes, Series 2022B, and All Related Details” (the “**Resolution**”). The Obligations are issuable only in the form of fully registered notes.

On the date of their initial delivery, the Obligations will be maintained in a system in which no physical distribution of certificates representing ownership of the Obligations is

made to the owners of the Obligations but instead all outstanding Obligations are registered in the name of a securities depository appointed by the Issuer (a “**Depository**”), or in the name of the Depository’s nominee, and the Depository and its participants record beneficial ownership and effect transfers of the Obligations electronically (a “**Book-Entry System**”). So long as the Obligations are maintained in a Book-Entry System, then the principal of, and interest on, this Obligation will be paid by wire transfer to the Depository or its nominee in accordance with the Depository’s rules that are then in effect by ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, or any successor fiscal agent appointed by the Issuer under Section 67.10 (2) of the Wisconsin Statutes (the “**Fiscal Agent**”), which will act as authentication agent, paying agent, and registrar for the Obligations.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then (i) the principal of this Obligation will be paid by the Fiscal Agent upon its presentation and surrender on or after its maturity date or earlier redemption date at the designated office of the Fiscal Agent, and (ii) the interest on this Obligation will be paid by the Fiscal Agent on each interest payment date by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name this Obligation is registered on the register (the “**Register**”) maintained by the Fiscal Agent at the end of the day on the 15th day (whether or not a business day) of the calendar month just before each regularly scheduled interest payment date (the “**Record Date**”). The Issuer and the Fiscal Agent may treat the entity or person in whose name this Obligation is registered on the Register as the absolute owner of this Obligation for all purposes.

The principal of, and interest on, this Obligation is payable in lawful money of the United States of America. For the prompt payment of the principal of, and interest on, this Obligation, the Issuer has irrevocably pledged its full faith and credit. The Issuer has levied upon all taxable property in its territory a direct, annual, and irrepealable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations maturing on or after April 1, 2030 are subject to redemption before their stated maturity dates, at the Issuer’s option, in whole or in part, in the order of maturity selected by the Issuer, on April 1, 2029 and on any date thereafter. The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the redemption date, and no premium will be paid. If payment of an Obligation called for redemption has been made or provided for, then interest on the Obligation stops accruing on the stated redemption date. If less than all outstanding Obligations of a specific maturity are redeemed, then such Obligations will be redeemed in multiples of \$5,000 as set forth below.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor

securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If an Obligation has been called for redemption but less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If an Obligation has been called for redemption but

less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of any Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrevocable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the Original Issue Date.

CITY OF GREEN BAY, WISCONSIN

By: _____
Mayor

[SEAL]

And: _____
Clerk

Certificate of Authentication

Dated: June __, 2022

This Obligation is one of the Obligations
described in the Resolution.

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION,
as Fiscal Agent

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned hereby sells, assigns, and transfers unto

PLEASE INSERT SOCIAL SECURITY OR
OTHER IDENTIFYING NUMBER OF ASSIGNEE

(Please Print or Type Name and Address of Assignee)

the within-mentioned Obligation and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney-in-fact, to transfer the same on the books of the registry in the office of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signatures must be guaranteed by an “eligible guarantor institution” meeting the requirements of the Fiscal Agent. Those requirements include membership or participation in the Securities Transfer Association Medallion Program (“STAMP”) or such other “signature guarantee program” as may be determined by the Fiscal Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

Note: The signature to this assignment must correspond with the name as written on the face of the within Obligation in every particular, without any alteration or change. When assignment is made by a guardian, trustee, executor or administrator, an officer of a corporation, or anyone in a representative capacity, proof of the person’s authority to act must accompany this Obligation.

EXHIBIT B

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

On May 17, 2022, pursuant to Section 67.12(12) of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of Green Bay, Wisconsin authorized the borrowing of money and entered into a contract to sell general obligation promissory notes in the principal amount of \$3,825,000. It is anticipated that the closing of this note financing will be held on or about June 9, 2022. A copy of all proceedings had to date with respect to the authorization and sale of said notes is on file and may be examined in the office of the City Clerk, at 100 North Jefferson Street, Green Bay, Wisconsin between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

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

Publication Date: May ____, 2022

/s/ Celestine Jeffreys
City Clerk

CERTIFICATIONS BY CLERK

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

**A Resolution Authorizing and Providing for the Sale and Issuance of
\$3,825,000 General Obligation Promissory Notes, Series 2022B,
and All Related Details**

I further certify as follows:

1. **Meeting Date.** On May 17, 2022, a meeting of the Governing Body was held beginning at ____ p.m.

2. **Posting.** On May ___, 2022 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the Municipality’s offices in Green Bay, Wisconsin a notice setting forth the date, time, location, and subject matter of said meeting. The notice specifically referred to the Resolution.

3. **Notification of Media.** On May ___, 2022 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter of said meeting to those news media that have filed a written request for such notice and to the official newspaper of the Municipality, if any. The communication specifically referred to the Resolution.

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

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

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

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

8. **Approval of Presiding Officer.** The Resolution was approved by the Presiding Officer on May __, 2022, and I have recorded the approval. The approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution to which this certificate is attached.

9. **Publication of Notice.** I have caused the Notice to Electors, in the form of Exhibit B to the Resolution, to be published in the place specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Municipality, if any, on this certificate as of May __, 2022.

Clerk

[SEAL]

**RESOLUTION APPROVING DEDICATION OF PUBLIC UTILITY EASEMENTS
ACROSS CITY-OWNED LANDS ADJACENT TO EAST MASON STREET
(TAX PARCEL NUMBERS 14-1094 AND 21-1283)**

May 17, 2022

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

That the following described lands required be dedicated for Public Utility Easement purposes.

The north 12.0 feet of the south 22.0 feet of Lots 27 and 28, Block 107, according to the recorded Plat of Astor as recorded in Volume 8 of Plats, Page 4, City of Green Bay, Brown County, Wisconsin.

Part of Tax Parcel Number 14-1094.

ALSO,

That part of Lot 2, according to the recorded Plat of Astor's Subdivision of Private Claims 3-7 East Side of East River as recorded in Volume 6 of Plats, Page 14, City of Green Bay, Brown County, Wisconsin, described as follows:
Commencing at the southwest corner of Lot 12, according to the recorded plat of Diamond Estates as recorded in Volume 16 of Plats, Page 199, as Document Number 876815; thence S25°-49'-08"W, 40.20 feet, along the east line of said Lot 2, Plat of Astor's Subdivision of Private Claims 3-7, to the point of beginning; thence continuing S25°-49'-08"W, 15.38 feet, along the east line of said Lot 2, Plat of Astor's Subdivision of Private Claims 3-7, to the northerly right-of-way line of East Mason Street; thence northwesterly along said northerly right-of-way line of East Mason Street, along the arc of a 538.69 foot radius curve to the right, 82.10 feet, said curve having a chord which bears N21°-36'-47"W, 82.02 feet; thence continuing along said northerly right-of-way line of East Mason Street N17°-15'-20"W, 89.59 feet; thence S63°-32'-52"E, 16.60 feet; thence S17°-15'-20"E, 78.12 feet; thence southeasterly along the arc of a 526.69 foot radius curve to the left, 70.76 feet, said curve having a chord which bears S21°-05'-44"E, 70.71 feet, to the point of beginning.

Parcel affected is part of Tax Parcel Number 21-1283.

Adopted _____

Approved _____

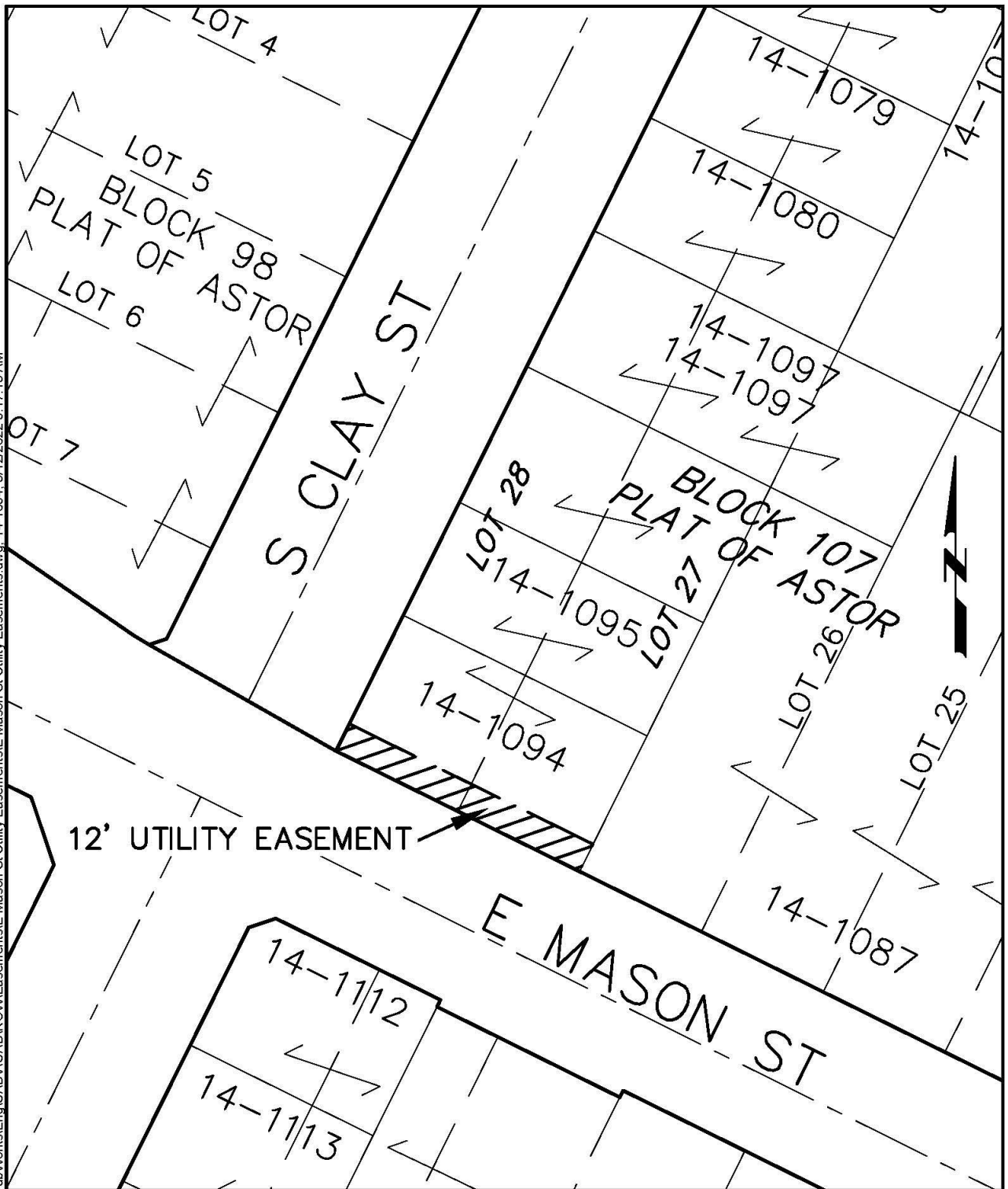
Mayor

Clerk

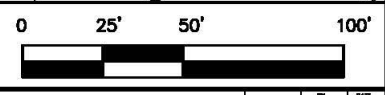
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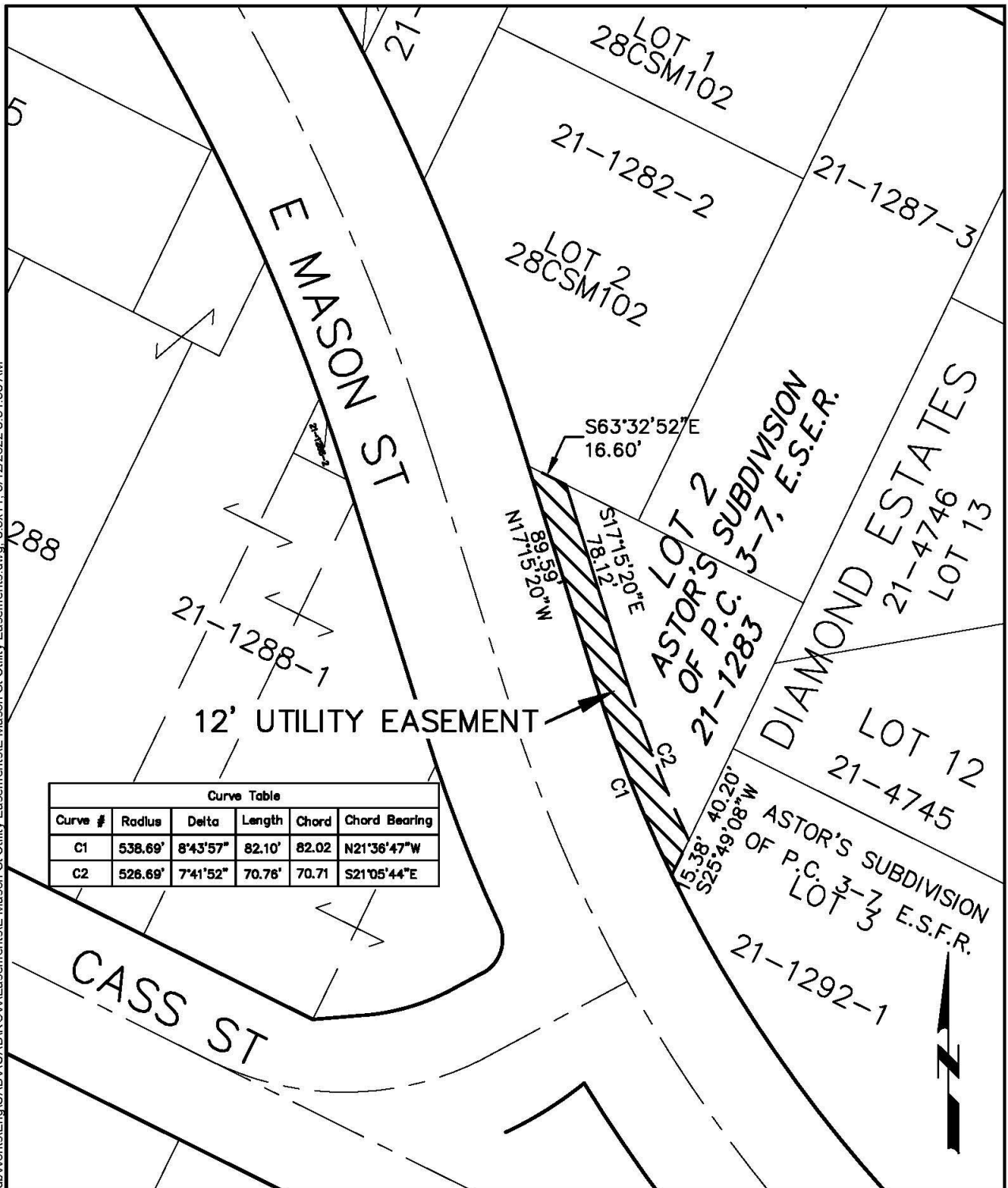
Attachment – Maps

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DISCLAIMER
This Computer Aided Drafting and Design (CADD) drawing is a compilation of records and data located in various Public and Private offices. Bearings and distances on this map are based on Brown County basemap. A field survey has not been completed. Brown County and/or City of Green Bay are not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied.

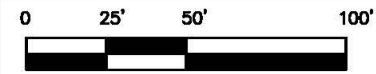




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Curve Table					
Curve #	Radius	Delta	Length	Chord	Chord Bearing
C1	538.69'	8°43'57"	82.10'	82.02'	N21°36'47"W
C2	526.69'	7°41'52"	70.76'	70.71'	S21°05'44"E

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RESOLUTION DIVIDING THE CITY OF GREEN BAY INTO WARDS

May 17, 2022

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 Wisconsin Supreme Court approved the redistricting of state legislative districts under article IV, section 3, of the Wisconsin constitution on April 15, 2022, resulting in the splitting of certain wards within the City of Green Bay into two or more parts; and

WHEREAS, as a result of said ward splits, the City must complete its own redistricting pursuant to Wis. Stats. § 5.15;

NOW, THEREFORE, BE IT RESOLVED that the City of Green Bay shall 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 that where wards are split by the redistricting of state legislative districts, the larger shall retain the original ward number, and the number of any smaller ward(s) shall be identified by the original number followed by a letter, in alphabetical order. For example, if ward number 5 is split, the resulting ward numbers shall be 5 and 5A.

BE IT FURTHER RESOLVED that the Common Council hereby designates as the polling place for each ward the location indicated on the attached Exhibit B, which is incorporated herein by reference.

BE IT FURTHER RESOLVED that each boundary shall be established consistent with the conventions set forth in Wis. Stats. § 4.003.

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 May _____, 2022

Approved May _____, 2022

Mayor

Clerk

Exhibit A

Map of the Wards
of the City of Green Bay

Exhibit B

Designated Polling Place for Each Ward

Ward	Polling Place	Location address
1, 2, 3	UWGB--Univ. Union Phoenix Rm	2420 Nicolet Dr.
4, 4A, 5	Christ of the Bay	450 Laverne Dr.
18, 19, 19A	Atonement Church	2132 Deckner Ave.
6, 7 ,8, 8A	Froebel Early Learning	3542 Finger Rd.
16, 17	Triangle Hill Park Shelter	500 Beverly Rd.
9, 10, 10A	St. Bernard's Church	2040 Hillside Ln
11, 11A, 12	Central Assembly Church	831 Schoen St.
20, 20A, 22, 23	Wildlife Sanctuary DRC Learning Ctr	1660 E. Shore Dr.
13	First United Church	509 S. Webster Ave.
14	Union Congregational Church	716 S. Madison St.
24, 25	Green Bay Metro	901 University Ave.
21	Green Bay Labor Temple	1570 Elizabeth St.
28, 34	Redeemer Church	210 S. Oneida St.
15, 33	Neighborworks	437 S. Jackson Ave.
26	Salvation Army	626 Union Ct.
27	First Presbyterian Church	200 S. Ashland Ave.
35	Trinity Church	330 S. Broadway
30, 36	St. Joseph Church--Holy Grounds Café	936 9th Street
31, 31A, 32, 32A, 32B	Calvary Church	1301 S. Ridge Rd.
29, 40	Seventh Day Church	1414 Shawano Ave.
37	St. Paul's Church	341 Wilson Ave.
38, 39, 39A	St. Jude's Church	1420 Division St.
41, 45, 47	Botanical Garden Cornerstone Rm	2600 Larsen Rd.
42, 42A	Living Hope Church	1840 W. Mason St.
43	St. Elizabeth Ann Seton Church	2771 Oakwood Dr.
44	Bridge Point Church	2421 W. Point Rd.
46	Church of Christ	2683 W. Point Rd.

ZONING ORDINANCE NO. 09-22

**AN ORDINANCE REZONING THE PROPERTIES LOCATED AT
221 & 227 N QUINCY STREET AND 618 & 624 PINE STREET
FROM OFFICE RESIDENTIAL (OR) DISTRICT TO
DOWNTOWN ONE (D1) DISTRICT
(ZP 22-15)**

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

SECTION 1. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described properties, known as 221 N Quincy Street, 227 N Quincy Street, 618 Pine Street, and 624 Pine Street from Office Residential (OR) District to Downtown One (D1) District:

221 N QUINCY: 0.682 AC M/L NAVARINO PLAT LOTS 547-548- 549 &
SLY 65 FT OF LOT 514

227 N QUINCY: 0.122 AC M/L NAVARINO PLAT N 100 FT OF LOT 514

618 PINE: 0.201 AC M/L NAVARINO PLAT LOT 516

624 PINE: 0.201 AC M/L NAVARINO PLAT LOT 515

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 hereon as provided by Section 44-82, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2022.

APPROVED:

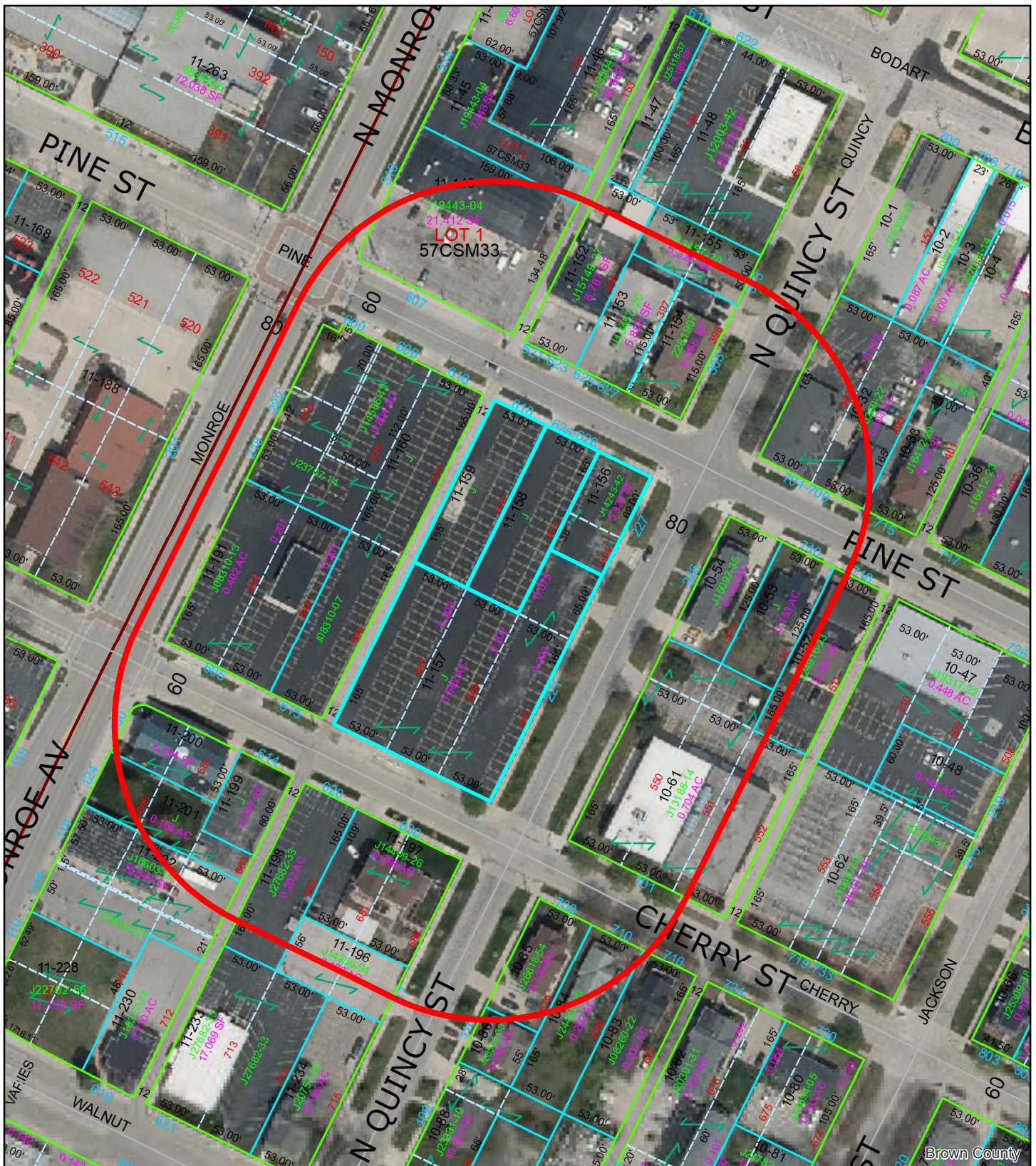
Mayor

ATTEST:

Clerk

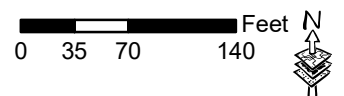
sjh

Attachment – Map



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 19 Apr 2022 X:\Planning\Basemaps\template_8.5x11.mxd

(ZP 22-15) Rezone from OR to D1
221, 227 N Quincy Street
618, 624 Pine Street



- Parcels to Rezone
- 200-ft. Notification Area

GENERAL ORDINANCE NO. 12-22

AN ORDINANCE AMENDING SECTION 44-1917, GREEN BAY MUNICIPAL CODE, RELATING TO SERVICE, LOADING, AND STORAGE AREAS

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

SECTION 1. Section 44-1917, Green Bay Municipal Code, is hereby amended to read:

44-1917. Service, loading, and storage areas.

(a) *Placement and orientation.* Loading, delivery, and service bays should be oriented away from existing residences and public streets to the extent feasible.

(b) *Setback from street.* No areas for outdoor storage, trash collection or compaction, loading, or other such uses shall be located within twenty (20) feet of any public street or public sidewalk.

(c) *Screening.* Trash receptacles and dumpsters, trash recycling containers, and loading docks shall be fully enclosed and screened with walls and/or fences at least six (6) feet in height and ninety (90) 90 percent impervious to sight. All receptables and dumpsters shall have secure, fully closing lids or covers that prevent rainfall or snowmelt from coming into contact with the refuse being stored. All enclosure gates and receptable and dumpster lids shall remain closed when not in use.

(d) *Design.* Architectural elements, materials, colors and design of screening walls, coverings, and/or fences shall be compatible with those used as predominant materials, colors, and elements on the building or landscaping.

(e) Drainage. All outdoor storage and trash collection or compaction areas shall be graded, curbed, or drained to prevent the discharge of storm water runoff directly to storm drains or surface waters. Runoff shall be directed through a grassed or vegetated area prior to reaching a storm drain or surface water or, where approved by the Director of Public Works or their designee, to a properly designed sanitary sewer inlet.

(i) Rehabilitation, reconstruction, and new construction Parking Lot Alterations, as defined in Section 44-249, Green Bay Municipal Code, are subject to the drainage requirements for outdoor storage and trash collection in this section.

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 _____, 2022.

APPROVED:

Mayor

ATTEST:

Clerk

ljm

05/17/2022

GENERAL ORDINANCE NO. 13-22

**AN ORDINANCE CREATING SECTIONS 44-358(a)(13)-(15),
GREEN BAY MUNICIPAL CODE, RELATING TO
PERMITTED SETBACK ENCROACHMENTS**

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

SECTION 1. Sections 44-358(a)(13) through (15), Green Bay Municipal Code, are hereby created to read:

(13) A cistern or cisterns with a maximum combined capacity of three hundred (300) gallons. Cisterns exceeding 300 gallons in capacity shall be located within rear or side yards and no closer than one-half the applicable setback to a side or rear property line.

(14) Planter boxes for stormwater management projecting not more than three (3) feet into a yard.

(15) Any other similar item as those listed above, as determined by the Zoning Administrator.

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 _____, 2022.

APPROVED:

Mayor

ATTEST:

Clerk

ljm

05/17/2022

GENERAL ORDINANCE NO. 14-22

**AN ORDINANCE AMENDING SECTION 44-1694,
GREEN BAY MUNICIPAL CODE, RELATING TO SURFACING**

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

SECTION 1. Section 44-1694, Green Bay Municipal Code, is hereby amended to
read:

44-1694. Surfacing.

(a) All off-street parking facilities and driveways leading to such parking facilities,
and all other areas upon which motor vehicles may traverse or be parked shall
be graded and surfaced with a dust-free all-weather hard surface material
capable of carrying a wheel load of 4,000 pounds.

(1) Acceptable surfacing materials include asphalt, concrete, brick, cement
pavers, permeable pavement as defined in Section 44-249, or similar
material approved by the City and installed and maintained per industry
standards.

(b) Residential drives serving single- and two-family dwellings may contain a
grass or permeable center, provided that the areas on which the vehicle's
wheels touch are a minimum of 12 to 18 inches in width.

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 _____, 2022.

APPROVED:

Mayor

ATTEST:

Clerk

MS

05/17/2022

GENERAL ORDINANCE NO. 15-22

AN ORDINANCE AMENDING SECTIONS 44-1964, 44-1965,
44-1966, 44-1967, AND 44-1968, GREEN BAY MUNICIPAL CODE,
RELATING TO LANDSCAPING

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

SECTION 1. Section 44-1964, Green Bay Municipal Code, is hereby amended to
read:

44-1964. Perimeter Landscape Buffers. Buffers shall be used to provide visual
and noise separation of intensive uses from less intensive between uses, and to
improve water quality and stormwater runoff management. Buffer landscaping shall
be provided as follows:

~~(a) Non-residential or multifamily uses in residential districts: At least 10 feet
wide abutting residential uses (at least fifteen (15) feet wide if the nonresidential use is
two (2) stories or more). Large nonresidential buildings (25,000 square feet or greater)
shall provide a buffer yard at least 20 feet wide. Nonresidential buildings with service
areas or mechanicals oriented toward residential uses shall provide a buffer yard of 20
feet or more depending on the intensity of the development.~~

~~(b) Nonresidential or multifamily uses in commercial or industrial districts: At
least fifteen (15) feet wide abutting residential uses in residential districts (at least twenty
(20) feet wide if the nonresidential use is two (2) stories or more). Large nonresidential
buildings (25,000 square feet or greater) shall provide a buffer yard at least twenty-five
(25) feet wide.~~

(a) For non-residential or multifamily uses, buffers shall be at least twenty
(20) feet wide. The following buffers shall be at least twenty-five (25) feet wide:

(1) Buffers for non-residential or multifamily buildings of two or more
stories in residential, commercial, or industrial districts.

(2) Buffers for non-residential buildings of 25,000 square feet of floor area
or more in residential, commercial, or industrial districts.

(3) Buffers along loading docks, service areas, or outdoor mechanical
systems in residential, commercial, or industrial districts.

(4) Buffers for non-residential uses abutting residential uses or districts
in commercial or industrial districts.

(c) Buffer design.

(1) Buffer areas shall consist of either a masonry wall, fence, berm, or ~~hedge plantings~~, or ~~a~~ combination thereof that forms a screen a minimum of four (4) feet in height, ~~a maximum of 6 feet in height~~, and not less than 90 percent opaque on a year-round basis. Screening located along front and corner side yards ~~are is~~ limited to four (4) feet in height and not less than 90 percent opaque on a year-round basis and which shall effectually ~~blocks~~ block automobile headlights from trespass on roads or adjacent property.

(2) Buffers shall be landscaped with at least one (1) tree and five (5) shrubs for every 50 linear feet. A minimum soil volume of 1,200 cubic feet for the indicated tree species shall be provided in the landscape island. A minimum of three (3) feet of soil depth shall be provided below the final surface elevation of the landscape island where the tree is planted.

(3) Buffers may be interrupted for necessary pedestrian and vehicle access.

(4) Buffer designs included in an approved stormwater management plan under Chapter 16 of this Code shall be constructed in accordance with said plan. Any combination of fencing and plantings may be used, provided the degree of opacity and screening required in this section is achieved.

SECTION 2. Section 44-1965, Green Bay Municipal Code, is hereby amended to read:

44-1965. Interior parking lot landscaping. The purpose of interior parking lot landscaping is to minimize the expansive appearance of parking lots, to and provide shaded parking areas, and to provide water quality and stormwater management benefits where appropriate. Landscaping shall consist of planting islands and medians comprising the required planting area specified under item (1) below.

(a) Planting area.

(1) At least ten (10) percent of the interior area of parking lots with ~~more than~~ twenty-five (25) or more spaces shall be devoted to landscape planting areas.

(2) Shade Canopy trees shall be provided within the interior of parking lots areas of twenty-five (25) or more spaces in accordance with the following table at the rate of one tree per ten (10) spaces. Trees required to be planted in landscape islands, landscape medians, and perimeter areas shall count toward this requirement.

Number of Parking Spaces	Minimum Required Tree Planting
0 — 24	None required
25 — 100	1 tree per 10 spaces
101+	1 tree per 15 spaces

(3) Parking lot landscape areas shall be protected with concrete curbing, wheel stops, or other suitable barriers to protect plant function and ensure survivability, with breaks as required to allow storm water inflow where the landscape areas have been designed to provide storm water treatment and control.

(b) Landscape islands.

(1) Landscape islands shall be provided at the end of each parking row and within the row of parking spaces so that there are no more than ~~fifteen (15)~~ **ten (10)** consecutive parking spaces without a landscape island.

(2) Landscape islands shall have minimum interior dimensions of at least ten (10) feet in width and ~~fifteen (15)~~ **eighteen (18)** feet in length. **Double rows of parking shall provide parking lot islands opposite one another to form continuous double islands. Where islands include a sidewalk, their width shall be increased to provide a planting area of at least ten (10) feet in width.**

(3) Landscape islands **Each landscape island** shall be planted with **a mix of herbaceous or woody** ground cover, ~~or sod and a minimum of one (1) shade/deciduous tree.~~ **shrubs, and mulch, or other ground cover sufficient to fully cover the ground surface and prevent the growth of weeds. No more than ten percent (10%) of the surface area of any landscape island may be non-living material, and no more than twenty percent (20%) of the surface area of any landscape island may be turf grass. A minimum soil depth of three feet (3') shall be provided unless this provision is specifically waived due to on-site conditions.**

(4) Required tree planting in landscape islands.

a. A minimum of one canopy tree shall be planted per 180 square feet of landscape island on the site.

b. Except where ~~the Director or their designee determines that the~~ requirements for soil volume and depth in this section cannot be met due to dimensional or site conditions, or where an individual landscape island is designed as part of an approved stormwater management plan described herein, at least one (1) tree shall be planted in each ten by eighteen-foot landscape island. Where tree planting is not possible, the required tree(s) shall be planted in another interior or perimeter parking lot landscape area.

c. A minimum soil volume of 1,200 cubic feet per tree for the indicated tree species shall be provided in the landscape island.

d. A minimum of three (3) feet of soil depth shall be provided below the final surface elevation of the landscape island where the tree is planted.

(5) Landscape island designs included in an approved stormwater management plan under Chapter 16 of this Code shall be constructed in accordance with said plan.

(c) ~~Landscape medians. Parking lots with more than 100 spaces shall be divided into at least two smaller areas by landscape medians. Parking lot landscape medians shall be placed between every other bay of parking in any lot with more than two parallel bays and more than forty (40) spaces. A parking bay shall be defined as one or two rows of spaces accessed from a single drive aisle.~~

(1) ~~Landscape medians shall be a minimum of eight (8) feet wide or fourteen (14) to eighteen (18) feet wide with a pedestrian walk.~~ **ten (10) feet wide. Where medians include a sidewalk running lengthwise, their width shall be increased to provide a planting area of at least ten (10) feet in width.**

(2) ~~Landscape medians shall have a minimum of one (1) shade tree per forty (40) lineal feet along the length of the median and shall contain mulch or irrigated grass.~~ **be planted with a mix of herbaceous or woody ground cover, shrubs, and mulch, or other ground cover sufficient to fully cover the ground surface and prevent the growth of weeds. No more than ten percent (10%) of the surface area of any landscape island may be non-living material, and no more than twenty percent (20%) of the surface area of any landscape island may be turf grass. A minimum soil depth of three (3) feet shall be provided unless this provision is specifically waived due to on-site conditions.**

(3) Required tree planting in landscape medians.

a. Landscape medians shall have a minimum of one (1) canopy tree per fifty (50) lineal feet along the length of the median.

b. Except where the Director or their designee determines that the requirements for soil volume and depth described in this section cannot be met due to dimensional or site conditions, or where an individual landscape median is designed as part of an approved stormwater management plan described herein, at least one (1) tree shall be planted in each landscape median. Where tree planting is not possible, the required tree(s) shall be planted in another interior or perimeter parking lot landscape area.

c. A minimum soil volume of 1,200 cubic feet per tree for the indicated tree species shall be provided in the landscape median.

d. A minimum of three (3) feet of soil depth shall be provided for and accessible to the tree below the final surface elevation of the landscape median where the tree is planted.

(4) Landscape median designs included in an approved stormwater management plan under Chapter 16 of this Code shall be constructed in accordance with said plan.

(d) General Compliance **Existing parking lots.** For existing parking lots that currently do not comply with the interior **parking** lot landscaping **requirements of this section** as of the **its** adoption of this ordinance, such **compliant** landscaping shall be provided when any one of the following occurs:

(1) Any ~~new~~ construction of a **new** parking lot must comply with the current requirements of this ordinance.

(2) Existing approved parking areas that are either rehabilitated or reconstructed are required to ~~replace existing approved interior lot landscaping or provide a total of 5% interior lot landscaping.~~ **either:**

a. Replace existing approved interior lot landscaping with landscape islands or landscape medians that meet the requirements of this section for dimensions, tree planting, planting mix, and soil volume and depth, or

b. Construct new interior landscape islands or landscape medians, the cumulative area of which is equal to at least five percent (5%) of the interior area of the parking lot.

(3) When an existing approved parking lot is expanded by **twenty-five percent (25%)** or greater **by more** than 7,500 sq. ft. **square feet** in total surface area, **whichever is less,** the entire parking area shall be brought into compliance with the requirements of this ordinance. All expanded **When determining the applicability of this standard, all permitted expansions of parking lot** areas are considered cumulative.

(4) Re-striping, patching, resurfacing of an existing parking area shall not be subject to this requirement.

(e) General Compliance. All new or replaced parking lot landscaping shall meet the standards for dimensions, tree planting, planting mix, and soil volume and depth set forth in this section. The Director of the Department of Community and Economic Development, or their designee, may vary or waive the requirements of this section upon a finding that site conditions or planting area sizes are not likely to lead to successful establishment and growth of required plantings.

SECTION 3. Section 44-1966, Green Bay Municipal Code, is hereby amended to read:

44-1966. Perimeter parking lot landscaping. Parking area edges shall be screened from public streets and sidewalks, public open space, and adjacent properties. The perimeter of parking areas shall be screened from residential uses by means of:

(a) ~~A landscaped frontage strip at least 5 feet wide along the public street or sidewalk. If a parking area contains over 100 spaces, the minimum required yard shall be increased to 8 feet in width.~~ area meeting the following standards:

(1) Landscaped areas shall be at least fifteen (15) feet wide along each frontage of a public street or sidewalk.

(2) If a parking area adjacent to a public street or sidewalk contains over 100 parking spaces, the minimum required landscaped area shall be increased to twenty (20) feet in width.

(3) Where parking lots border property lines, setbacks from the property line to the edge of the parking lot pavement shall meet the buffer requirements of Section 13-1820, but in no case shall a property line setback be fewer than twenty (20) feet.

(4) Exception. In Downtown One and Downtown Two zoning districts, the landscaped area shall be at least five (5) feet wide along each frontage of a public street or sidewalk.

(b) Screening consisting of either a masonry wall, fence, berm, or hedge plantings, or a combination thereof that forms a screen a minimum of four (4) feet in height, ~~a maximum of 6 feet in height (6-8' in industrial districts)~~, and not less than 90 percent opaque on a year-round basis. Screening located along front and corner side yards ~~are~~ is limited to four (4) feet in height and ~~not less than~~ must be at least 90 percent opaque on a year-round basis and which effectually blocks block automobile headlights from trespass on adjacent property.

(c) Tree planting. Trees shall be planted at a minimum of one (1) shade tree per forty (40) lineal feet within the frontage strip. A minimum of one (1) canopy tree per forty (40) lineal feet shall be planted within the perimeter parking lot landscape area.

(1) Except where the Director or their designee determines that the requirements for soil volume and depth in this section cannot be met due to dimensional or site conditions, or where the perimeter parking lot landscape area is designed as part of an approved stormwater management plan described herein, at least one (1) tree shall be planted per forty (40) lineal feet within each perimeter parking lot landscaping area. Where tree planting is not possible, the required tree(s) shall be planted in another interior or perimeter parking lot landscape area.

(2) A minimum soil volume of 1,200 cubic feet per tree for the indicated tree species shall be provided in the perimeter parking lot landscape area.

(3) A minimum of three (3) feet of soil depth shall be provided for and accessible to the tree below the final surface elevation of the perimeter parking lot area where the tree is planted.

(4) Perimeter parking lot landscaping designs included in an approved stormwater management plan under Chapter 16 of this Code shall be constructed in accordance with said plan.

(d) General compliance. For existing parking lots that currently do not comply with the perimeter parking lot landscaping standards of this section as of its adoption, compliant landscaping is required when any one of the following occurs:

(1) Any construction of a new parking lot must comply with the current requirements of this ordinance.

(2) Re-striping, patching, resurfacing of an existing parking area shall not be subject to the requirements of this section.

(3) When an existing approved parking lot is expanded by 25 percent or by more than 7,500 square feet in total surface area, whichever is less, the entire parking area shall be brought into compliance with the requirements of this ordinance. All permitted expansions of parking lot areas are considered cumulative in determining the applicability of this standard.

(4) Existing approved parking areas that are either rehabilitated or reconstructed, but do not meet the thresholds set forth in (3) above, are required to take one of the following actions with respect to perimeter parking lot landscaping:

a. Replace all existing, approved perimeter parking lot landscaping with perimeter landscape areas meeting the standards for tree planting, planting mix, soil volume, and soil depth set forth in this section; OR

b. Implement a new perimeter parking lot landscape area with a minimum width of five feet (5'), meeting the standards for tree planting, planting mix, soil volume, and soil depth set forth in this section.

(5) The number of trees required to be planted pursuant to this Section may be varied or waived upon finding that site conditions or planting area sizes are not likely to lead to successful establishment and growth of a canopy tree.

(6) Exceptions.

a. Where the Plan Commission determines that full compliance with this Section would not be possible due to site dimensions or the location of existing buildings; or where full compliance would result in the number of existing parking spaces being reduced by more than ten percent or in a manner that would result in non-compliance of the proposed use(s) with the provisions of this ordinance,

b. The Plan Commission may approve a substitute landscaping plan for the perimeter area which shall consist at a minimum of any combination of a three-foot masonry wall, three-foot ornamental metal fence, and plantings of low shrubs, perennials, or ornamental grasses.

SECTION 4. Section 44-1967, Green Bay Municipal Code, is hereby amended to read:

44-1967. Building foundation landscaping. Building foundations adjoining parking areas, walkways, or open space shall be planted with ornamental plant material such as ornamental trees, flowering shrubs, and perennials, annuals, and ground covers, with the exception of buildings that have facades flush with the sidewalk, i.e., downtown or storefronts.

(a) Foundation plantings shall be installed across eighty (80) percent of the length of the façade of the building, except where walkways and driveways are located.

(b) Foundation plantings shall include trees planted at the rate of one (1) tree per fifty (50) lineal feet of building façade, and may also include shrubs, herbaceous perennials, bioretention or rain garden plantings, and groundcover. Tree planting requirements may be varied, or required trees located on another portion of the site, if a minimum distance of five (5) feet from the building cannot be maintained.

(c) Where the area between the building and parking or street curb is entirely paved for pedestrian use, landscaping may consist of canopy trees planted in structural soils beneath tree grates or permeable pavement. The minimum structural soil volume provided shall be 600 cubic feet per tree.

(d) Above-ground planter boxes along building facades may be substituted for foundation plantings.

SECTION 5. Section 44-1968, Green Bay Municipal Code, is hereby amended to read:

44-1968. Plant Materials.

(a) In general. A reasonable attempt shall be made to preserve as many existing trees with a diameter of six (6) inches diameter at breast height or greater as is practicable, and to incorporate them into the site plan.

~~(1) All required landscaping shall emphasize the use of native species or plants that are proven adaptable to the climate but are not invasive on native species.~~

~~(2)~~**(1)** Each A minimum of ninety percent (90%) of each area required to be landscaped shall be covered in live material. Live material includes trees, shrubs, **perennials**, ground cover, and sod. Areas not covered in live material may be covered by mulch, rock, or other natural materials. Exposed gravel, aggregate rock, or concrete shall only be used where drainage ~~and/or~~ **or** soil conditions require a ~~non-irrigated and/or~~ hard surface pan at finished grade adjoining a building foundation.

(2) Plants indigenous to Wisconsin shall comprise no fewer than two-thirds (2/3) of the proposed trees and sixty percent (60%) of proposed shrubs, and shall be species proven adaptable to the climate and site conditions.

(3) Tree **Plant** species mix. Any Where twenty (20) or more trees are proposed, at least three (3) species of tree shall be utilized, and no single ~~one~~ species of trees ~~tree~~ shall not make up more than fifty percent (50%) of the total tree plantings for the property. Where thirty (30) or more shrubs are proposed, no single species of shrub shall comprise more than one-third (1/3) of shrub plantings.

(4) Minimum sizes. All required trees shall meet the following minimum size requirements:

Tree/Plant	Minimum Required Size at time of planting
Deciduous trees	Two (2) inch caliper
Ornamental deciduous trees	One and one-half (1-½) inch caliper
Evergreen trees	Six (6) feet in height
Shrubs	Five gallon (#5) container size

(5) Any plant materials used to meet the requirements of this ordinance shall not include any species identified as a Regulated Invasive Plant by the Wisconsin Department of Natural Resources pursuant to Wis. Admin. Code Ch. NR 40.

SECTION 6. Section 14-1969, Green Bay Municipal Code, is hereby amended to read:

44-1969. Maintenance and installation of materials. Installation and maintenance of all landscape materials shall comply with the following standards:

(a) ~~All landscape materials shall be installed to current industry standards.~~ **All installed landscape shall conform to the most recently approved American Standard for Nursery Stock, published by the American National Standards Institute.**

(b) An adequate water supply shall be indicated in the site plan.

(c) All required landscaping and screening features shall be kept free of refuse and debris.

(d) Maintenance and replacement of landscape materials, **including the maintenance of any trees planted in the public right-of-way,** shall be the responsibility of the applicant or property owner, ~~including the maintenance of any trees planted in the public right-of-way.~~ **All plantings required under this ordinance shall be maintained perpetually and replaced if they die or are substantially weakened or damaged. If plantings succumb due to site conditions to which they are ill adapted, they shall be replaced with more culturally suitable species of the same type (tree, shrub, ground cover, etc.).**

SECTION 7. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 8. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2022.

APPROVED:

Mayor

ATTEST:

Clerk

MS

05/17/2022

GENERAL ORDINANCE NO. 16-22

AN ORDINANCE AMENDING SECTION 44-249, GREEN BAY MUNICIPAL CODE, RELATING TO GENERAL DEFINITIONS

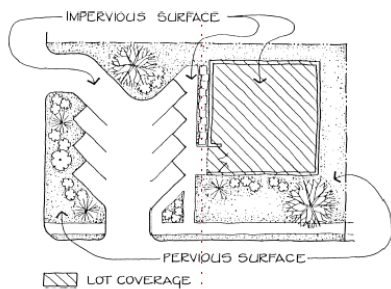
THE COMMON COUNCIL OF THE CITY OF GREEN BAY DOES ORDAIN AS FOLLOWS:

SECTION 1. Certain definitions in Section 44-249, Green Bay Municipal Code, are hereby amended as follows:

Drainage system: One **Drainage system means one** or more artificial ditches, tile drains, or similar devices which collect surface runoff or groundwater and convey it to a point of discharge. **The term “drainage system” shall include storm water conveyance systems as defined in Section 16-79, Green Bay Municipal Code.**

Gross acre: An **Gross acre means** an acre of land (43,560 sq. ft.) that includes street rights-of-way and other publicly-dedicated improvements, such as parks, open space, and stormwater detention and retention facilities **management measures.**

Impervious surface: A surface that has been compacted or covered with a layer of material so that it is highly resistant to infiltration by water. It includes semi-impervious surfaces, such as compacted clay or gravel, as well as conventional street or alley surfaces, roofs, sidewalks, drives, parking lots, and similar improvements. **Impervious surface means an area that releases as runoff all or a large portion of the precipitation that falls on it, except for frozen soil. Rooftops, swimming pools, ponds, decks, sidewalks, driveways, gravel, and paved parking lots and streets are examples of areas that typically are impervious. See graphic example. Green infrastructure, gardens, forests, or other similar vegetated areas are examples of surfaces that typically are permeable.**



Graphic Courtesy of the American Planning Association

Replace the words ‘pervious surface’ with ‘permeable surface’ in the graphic to match wording of the definition.

Land-disturbing construction activity: Any manmade change of the land surface, including removing vegetative cover, excavating, filling, and grading but not including agricultural land uses, such as planting, growing, cultivating, and harvesting of crops, growing and tending of gardens, harvesting of trees, and landscaping modifications. **Land-disturbing construction activity means any human-made alteration of the land surface resulting in a change in the topography or existing vegetative or non-vegetative soil**

cover that may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of the state, including clearing and grubbing, demolition, excavating, pit trench dewatering, filling and grading activities, and soil stockpiling.

Pond: Any **Pond means any** naturally occurring or **constructed** manmade body of water that retains or detains the natural flow of water. This definition does not include ponds used for or are a part of a stormwater management plan, as regulated in Chapter 30 of the Green Bay Municipal Code.

Stormwater management plan: A written description of the number, locations, sizes, and other pertinent information of stormwater control measures designed to meet the requirements of the municipal code submitted by the applicant for review and approval by the Director of Public Works. **Stormwater management plan means a comprehensive plan that identifies and designs what actions will be taken to reduce storm water quantity and pollutant loadings from the post-development land use condition to levels meeting the requirements of Chapter 16.**

SECTION 2. Section 44-249, Green Bay Municipal Code, is hereby amended by creating definitions of the following terms:

Bioretention area means excavated area that is back-filled with a prepared or amended soil mixture, which may or may not be covered with a mulch layer and planted with a diversity of woody or herbaceous vegetation, to which stormwater is directed to promote infiltration or evapotranspiration. Such an area may also be known as a “rain garden.”

Canopy tree means a woody perennial usually having one dominant trunk and a mature height greater than 5 meters (16 feet).

Cistern means a collection system that does not exceed 5,500 gallons and detains rainwater or stormwater runoff in above-ground or underground storage tanks for later outdoor use. A cistern of under one hundred twenty (120) gallons in capacity typically is known as a “rain barrel.”

Green infrastructure means any combination of landscaping, facilities, or equipment that captures rain at or near the site where it falls through infiltration, evapotranspiration, or storage for beneficial use or delayed discharge. Green infrastructure includes but is not limited to amended soil areas, bioretention areas, rain gardens, green roofs, vegetated swales, landscaping with deeply-rooted plants in amended soil, cisterns, rain barrels, stormwater trees, permeable pavements, planter boxes, and vegetated buffer strips, as well as the removal of structures or pavements to allow revegetation.

Green roof means an engineered roofing system that includes vegetation planted into a growing medium above an underlying waterproof membrane material which is designed to reduce the volume or peak flow of stormwater runoff from a building roof.

Green wall means the use of a supporting structure or wall panel installed to enable plants to grow vertically along the façade of a building or structure in order to provide air and water quality improvement as well as aesthetic enhancement.

Ornamental refers to trees that are grown primarily for blooms, fruit, foliage, or other seasonal interest. Ornamental trees may be small to medium size at maturity.

Permeable Surfacing means material(s) and accompanying subsurface treatments designed and installed specifically to allow stormwater to penetrate into the material, thereby reducing the volume of stormwater runoff from the surfaced area. Permeable surfacing may include, without limitation, permeable interlocking pavers, concrete lattice pavers, porous blocks or pavers or similar structural support materials, and permeable concrete or asphalt.

Rain barrel has the same meaning as “Cistern.”

Rain garden has the same meaning as “Bioretention Area.”

Stormwater planter box means a structure with vertical walls and an open or closed bottom, which may be attached to a building or structure, that is planted with a soil medium and vegetation intended to collect, absorb, and filter runoff from impervious surfaces.

Vegetative buffer strip means a vegetated area designed, constructed, and planted as an integral and intentional component of a stormwater management or landscape plan, in a manner specifically intended to collect and slow stormwater runoff and promote uptake by plants and soils. A vegetated filter strip also may be designed in a manner that provides visual and noise buffering between uses. A “vegetated buffer strip” also may be known as a “vegetated filter strip.”

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

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

Dated at Green Bay, Wisconsin, this _____ day of _____, 2022.

APPROVED:

Mayor

ATTEST:

Clerk

MS

05/17/2022

GENERAL ORDINANCE NO. 17-22

AN ORDINANCE AMENDING CHAPTERS 16 AND 42, GREEN BAY MUNICIPAL CODE, RELATING TO STORMWATER MANAGEMENT

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

SECTION 1. Section 16-35, Green Bay Municipal Code, is hereby amended to read:

Land disturbing construction activity (or disturbance) means any ~~manmade~~ human-made alteration of the land surface resulting in a change in the topography or existing vegetative or non-vegetative soil cover, that may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of the state. The term "land disturbing construction activity" includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling and grading activities, and soil stockpiling.

SECTION 2. Section 16-78(a)(4), Green Bay Municipal Code, is hereby created to read:

(a) (4) Promote stormwater best management practices, including the use of green infrastructure, particularly where such can support efficient site design, reduce urban heat island impacts, increase beneficial tree canopy, and alleviate localized nuisance flooding.

SECTION 3. The following definitions are hereby added to Section 16-79, Green Bay Municipal Code:

Amended soil area or *soil amendment* means those landscaped portions of a site where decomposed organic material has been incorporated into the soil to improve its performance for infiltration and vegetation, enabling the area to function as a vegetated control measure.

Bioretention area means an excavated area that is back-filled with a prepared or amended soil mixture, which may or may not be covered with a mulch layer and planted with a diversity of woody or herbaceous vegetation, to which stormwater is directed to promote filtration, infiltration and/or evapotranspiration. Such an area may also be known as a "rain garden."

Cistern means a collection system that does not exceed 5,050 gallons and detains rainwater or stormwater runoff in above-ground or underground storage tanks for later outdoor use. A cistern of under one hundred twenty (120) gallons in capacity typically is known as a "rain barrel."

Cumulative land development means the cumulative area of all land development activities that have occurred and are proposed on a site or common development since the City's Stormwater Management ordinance was enacted in December 2001.

Director and Director of Public Works mean the Director of the Department of Public Works, or their designee.

Green infrastructure means any combination of landscaping, facilities, or equipment that captures rain at or near the site where it falls through infiltration, evapotranspiration, or storage for beneficial use or delayed discharge. Green infrastructure includes, but is not limited to, amended soil areas, bioretention areas, biofiltration areas, rain gardens, green roofs, vegetated or biofiltration swales, landscaping with deeply-rooted plants in amended soil, rain barrels, stormwater trees, permeable pavements, planter boxes, and vegetated buffer strips, as well as the removal of structures or pavements to allow revegetation.

Green roof means an engineered roofing system that includes vegetation planted into a growing medium above an underlying waterproof membrane material which is designed to reduce the volume or peak flow of stormwater runoff from a building roof.

Green wall means the use of a supporting structure or wall panel installed to enable plants to grow vertically along the façade of a building or structure in order to provide air and water quality improvement as well as aesthetic enhancement.

Permeable surfacing means a material or materials and accompanying subsurface treatments designed and installed specifically to allow stormwater to penetrate into the material, thereby reducing the volume of stormwater runoff from the surfaced area. Permeable surfacing may include, without limitation, permeable interlocking pavers, concrete lattice pavers, porous blocks or pavers or similar structural support materials, and permeable concrete or asphalt.

Planter box means a structure with vertical walls and an open or closed bottom that is planted with a soil medium and vegetation intended to collect, absorb, and filter runoff from impervious surfaces. Planter boxes may also be known as stormwater planters, infiltration planters, and flow-through planters.

Stormwater tree means a tree selected and installed, either with or without an engineered box or structure, as an integral and intentional component of a stormwater management or landscape plan, at points or sites where the tree will have the effect of capturing stormwater runoff and increasing tree canopy coverage.

Vegetated buffer strip or *vegetative filter strip* means a vegetated area designed, constructed, and planted as an integral and intentional component of a stormwater management or landscape plan, in a manner specifically intended to collect and slow stormwater runoff and promote uptake by plants and soils. A vegetated filter strip also may be designed in a manner that provides visual and noise buffering between uses. A "vegetated buffer strip" also may be known as a "vegetated filter strip."

SECTION 4. Section 16-79, Green Bay Municipal Code, is hereby amended to read:

In-fill area means an undeveloped area of land located within an existing urban sewer service area surrounded by development ~~or development and~~ **and/or** natural or manmade **human-made** features where development cannot occur.

Infiltration system means a **designed and constructed** device or practice such as a basin, trench, **bioretention area**, rain garden, or swale designed specifically to encourage infiltration, but **This term** does not include natural infiltration in pervious surfaces such as lawns, redirecting of rooftop downspouts onto lawns, or minimal infiltration from practices, such as swales or road-side **roadside** channels designed for conveyance and pollutant removal only.

Land disturbing construction activity or disturbance means any manmade **human-made** alteration of the land surface resulting in a change in the topography or existing vegetative or non-vegetative soil cover, that may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of the state. Land disturbing construction activity includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling and grading activities, and soil stockpiling.

Maximum extent practicable or *MEP* means the highest level of performance that is achievable, but is not equivalent to a performance standard identified in this article which ~~takes into account~~ **considers** the best available technology, cost effectiveness, and other competing issues such as human safety and welfare, endangered and threatened resources, historic properties and geographic features. MEP allows flexibility in the way to meet **meeting** the performance standards and may vary based on the performance standard and site conditions.

Separate storm sewer means a conveyance or system of conveyances including roads with drainage systems, streets, ~~catchbasins~~ **catch basins**, curbs, gutters, ditches, constructed channels, or storm drains, which meets all of the following criteria:

- (1) Is designed or used for collecting water or conveying runoff.
- (2) Is not part of a combined sewer system.
- (3) Is not draining to a stormwater treatment device or system.
- (4) Is not part of a publicly-owned wastewater treatment works that provides secondary or more stringent treatment.
- (5) Discharges directly or indirectly to waters of the state or the U.S.

Top of the channel means an edge, or point on the landscape, landward from the ordinary ~~high-water~~ **high-water** mark of a surface water of the state, where the slope of the land begins to be less than 12 percent continually for at least 50 feet. If the slope of the land is 12 percent or less continually for the initial 50 feet, landward from the ordinary ~~high-water~~ **high-water** mark, the top of the channel is the ordinary ~~high-water~~ **high-water** mark.

Urban expansion district means those areas of the City which are located on the fringe of the Urban Service District and are already partially served and/or fully served with minimal additional facilities expansion, as and is delineated on the most recent City development district map approved by ordinance dated December 1990.

Urban reserve district means those areas of the City in which land divisions are not allowed due to their distance from the urbanized and serviced areas of the City, as and is delineated on the most recent City development district map approved by ordinance dated December 1990.

Urban service district means those areas of the City in which infilling is encouraged because they are already fully serviced by urban facilities, are within one (1) mile of an existing neighborhood park, and are within the City's developable areas, as designated in the Comprehensive Plan, and is as delineated on the most recent City development district map approved by ordinance dated December 1990.

SECTION 5. Section 16-80(a), Green Bay Municipal Code, is hereby amended to read:

(a) *Applicability.* This article applies to land development, land disturbance, and or land disturbing construction activities that meet the applicability criteria specified in this section. This article also applies to land development activities that are smaller than the minimum applicability criteria if such activities are part of a larger common plan of development, cumulative development area, or sale that meets the following applicability criteria, even though multiple separate and distinct land development activities may take place at different times on different schedules.

SECTION 6. Section 16-81(a), Green Bay Municipal Code, is hereby amended to read:

(a) *Responsible party.* The landowner or of the post-construction site, or any other person contracted or obligated by other agreement with the landowner to implement and maintain post-construction stormwater BMPs management measures, is deemed the responsible party and shall comply with this article.

SECTION 7. Section 16-81(e), Green Bay Municipal Code, is hereby amended to read:

(e) *Stormwater discharge quantity.* Unless otherwise provided for in this article, all land development activities subject to this article shall establish on-site management practices to control the peak flow rates of stormwater discharged from the site as described in this article. The amount of peak discharge control previously required for the site shall not be reduced as a result of the proposed development or land disturbance. Infiltration of stormwater runoff shall be in accordance with Wis. Admin. Code Ch. NR 151 and WDNR technical standards Technical and Guidance Standards.

- (1) On-site management practices shall be used to meet the minimum performance standards for each development district as described in the applicable subsection below.
 - a. All developments ~~less~~ **smaller** than five **(5)** acres in size in the Urban Service District shall not increase peak flow rates of stormwater runoff from that which would have resulted from the same storm occurring over the site with the land in its existing land use conditions for design rainfall events with recurrence intervals of two, ten, and 100 years. The Director of Public Works may require more stringent or less stringent criteria if it has been determined that the downstream storm sewers can or cannot handle the runoff from the site.
 - b. All developments five **(5)** acres **in size** or ~~more~~ **larger** in the Urban Service District shall be subject to the criteria described in subsection (e)(1)c. of this section. The Director of ~~Public Works~~ may require more stringent or less stringent criteria if it has been determined that the downstream storm sewers can or cannot handle the runoff from the site.
 - c. All proposed land developments in the Urban Reserve and Urban Expansion Districts shall not increase peak flow rates of stormwater runoff from that which would have resulted from the same storm occurring over the site with the land in its pre-development land use conditions for design rainfall events with recurrence intervals of two, ten, and 100 years. The Director of ~~Public Works~~ may require more stringent or less stringent criteria if it has been determined that the downstream storm sewers can or cannot handle the runoff from the site.

SECTION 8. Section 16-81(f), Green Bay Municipal Code, is hereby amended to read:

(f) *Stormwater discharge quality.* Unless otherwise provided for in this article, all land development activities subject to this article shall establish on-site management practices to control the quality of stormwater discharged from the site. ~~The amount of total suspended solids control previously required for the site shall not be reduced as a result of the proposed development or land disturbance.~~ On-site management practices shall be used to meet the following minimum ~~standard~~ **standards** established for each development district:

- (1) Stormwater management measures in the Urban Expansion District and Urban Reserve District shall be designed to remove, on an average annual basis, a minimum of **eighty (80)** percent of the total suspended solids load from the proposed on-site development when compared to the proposed on-site development without stormwater management measures. The effectiveness of the stormwater management measures shall be evaluated using criteria provided by the Director of ~~Public Works~~.

- (2) Stormwater management measures **for developments** in the Urban Service District ~~less **smaller**~~ than five **(5)** acres shall be designed to remove, on an average annual basis, a minimum total suspended solids load of **forty (40)** percent for redevelopment sites and a minimum of **eighty (80)** percent for new development from the proposed on-site development when compared to the proposed on-site development without stormwater management measures. The effectiveness of the stormwater management measures shall be evaluated using criteria provided by the Director of ~~Public Works~~.
- (3) The Director of ~~Public Works~~ may require stormwater management measures in the Urban Service District for developments five acres or ~~greater~~ **larger** to be designed to remove, on an average annual basis, a minimum of **eighty (80)** percent of the total suspended solids load from the proposed on-site development when compared to the proposed on-site development without stormwater management measures. The effectiveness of the stormwater management measures shall be evaluated using criteria provided by the Director of ~~Public Works~~.
- (4) Discharge of urban stormwater pollutants to natural wetlands shall have pretreatment and vegetative buffers, unless otherwise exempted by the Director of ~~Public Works~~.
- (5) Infiltration of stormwater runoff shall be in accordance with Wis. Admin. Code Ch. NR 151 and WDNR ~~technical standards~~ **Technical and Guidance Standards**. When **an applicant proposes** infiltration basins, bio-filtration or bio-infiltration basins, or other such practices ~~are proposed as a BMP~~ **BMPs** for the site, **the stormwater management plan required under Section 16-82 shall contain** a soils investigation following WDNR ~~technical standard~~ **Technical Standard** 1002.
- (6) Stormwater discharges shall have pretreatment prior to infiltration to prolong maintenance of the infiltration practice and to prevent discharge of stormwater pollutants at concentrations that will result in exceedance of groundwater preventive action limits or enforcement standards established by the Department of Natural Resources in Wis. Admin. Code Ch. NR 140. Stormwater infiltration is prohibited under the following circumstances:
 - a. Stormwater generated from highly contaminated source areas at manufacturing industrial sites;
 - b. Stormwater carried in a conveyance system that also carries contaminated, non-stormwater discharges; ~~or,~~
 - c. Stormwater generated from active construction sites.
- (7) Petroleum products in runoff from gas pump areas and vehicle maintenance areas shall be controlled with a properly designed and maintained oil and grease separator, or other equivalent practice. The structure or practice shall remove all

visible sheen from the runoff prior to discharge to waters of the state, the U.S., or the City's storm sewer system. A With appropriate documentation, a combination of the following BMPs or others may be used and, maintained with ~~appropriate documentation~~ to prevent or treat petroleum in runoff: canopies, oil and grease separator separators, petroleum spill cleanup materials, or any other structural or nonstructural method methods of preventing or treating petroleum in runoff.

- (8) Stormwater ponds and infiltration devices shall not be located closer to water supply wells than indicated below without first notifying the Director of Public Works.
 - a. 100 feet from a private or transient non-public water supply well;
 - b. 1,200 feet from a municipal water supply well; or
 - c. The boundary of a recharge area to a well identified in a well head area protection plan.
- (9) The amount of total suspended solids control previously required for the site shall not be reduced as a result of the proposed land development, land disturbance, or land-disturbing construction activities.
- (10) Pollutant loading models such as SLAMM, P8, or equivalent methodology shall be used to evaluate the efficiency of the design in reducing total suspended solids.
- (11) If the design cannot achieve the applicable total suspended solids reduction requirement specified, the stormwater management plan shall include a written and site-specific explanation why that level of reduction is not cannot be attained, and the total suspended solids load shall be reduced to the maximum extent practicable.
- (12) More or less stringent treatment limits may be required at the discretion of the Director of Public Works.
- (13) ~~The maximum~~ Maximum extent practicable applies when a person who is subject to a performance standard of under this article demonstrates to the City of Green Bay's Director's satisfaction that a performance standard is not achievable and that a lower level of performance is appropriate. In making this the assertion that a performance standard is not achievable and that a level of performance different from the performance standard is the maximum extent practicable, the responsible party shall ~~take into account~~ consider the best available technology, cost effectiveness, geographic features, and other competing interests such as protection of public safety and welfare, protection of endangered and threatened resources, and preservation of historic properties.

SECTION 9. Section 16-81(g), Green Bay Municipal Code, is hereby amended to read:

(g) *Technical standards.* The following methods shall be used in designing and maintaining the water quality, peak discharges and infiltration, protective area, and fueling/vehicle maintenance components of stormwater practices needed to meet the water quality standards of this article:

- (1) Consistent with the ~~technical standards~~ **Technical and Guidance** identified, developed, or disseminated by the Wisconsin Department of Natural Resources under Subch. V of Wis. Admin. Code Ch. NR 151 (Wis. Admin. Code §§ NR 151.30—151.32) and as modified herein:

- a. Interior pond slopes shall be 4:1.

- b. ~~Top of berm~~ **The top of all berms for stormwater facilities** shall be ten **(10)** feet wide unless analysis is shown that a lesser width is acceptable to withstand saturated soil pressure.

- (2) Where technical standards have not been identified or developed by the Wisconsin Department of Natural Resources, other technical standards may be used provided that the methods **are generally consistent with standards adopted by other Wisconsin jurisdictions and have been submitted to and** ~~have been approved by the City of Green Bay~~ **Director**.

SECTION 10. Section 16-81(h)(1)b., Green Bay Municipal Code, is hereby amended to read:

- (h)(1) b. For perennial and intermittent streams identified on a United States geological survey **Geological Survey** 7.5-minute series topographic map, or a county soil survey map, whichever is more current: 50 feet.

SECTION 11. Section 16-81(j), Green Bay Municipal Code, is hereby amended to read:

(j) *BMP location.*

- (1) To comply with the performance standards required under this section, BMPs **and stormwater management measures** may be located on-site or off-site as part of a regional stormwater device, practice, or system, but shall be installed in accordance with Wis. Admin. Code § NR 151.003.

(2) In addition to compliance with Wis. Admin. Code. § NR 151.003, additional requirements apply to certain onsite BMPs, as described in this section.

- (a) Cisterns. An above-ground cistern shall be limited to a maximum of 5,050 gallons. The cistern shall be installed with proper**

mosquito/vector control and shall comply with applicable setback requirements.

(b) **Planter Boxes.** Planter boxes shall not be used in areas where their operation may create a risk for basement flooding, interfere with subsurface sewage disposal systems, or affect other underground structures. Stormwater planter boxes shall be designed so that overflow drains away from buildings to prevent negative impacts to structures.

(23) The Administering Authority may approve off-site management measures, provided that all of the following conditions are met:

- a. The administering authority determines that the post-construction runoff is covered by a stormwater management system plan that is approved by the City of Green Bay **Director** and that contains management requirements consistent with the purpose and intent of this article.
- b. The off-site facility meets all of the following conditions:
 1. The facility ~~is in place~~ **has already been constructed and is currently serving a stormwater management function.**
 2. The facility is designed and adequately sized to provide a level of stormwater control equal to or greater than that which would be afforded by on-site practices meeting the performance standards of this article.
 3. The facility has ~~a legally obligated entity responsible for its long-term operation and maintenance~~ **entered into a valid maintenance agreement in accordance with Section 16-84.**

SECTION 12. Section 16-82(b)(1), Green Bay Municipal Code, is hereby amended to read:

(b)(1) Unless otherwise exempted or excluded by this article, a permit application must be accompanied by the following ~~in order for the permit application to be considered by the Director of Public Works:~~

SECTION 13. Section 16-82(e)(4), Green Bay Municipal Code, is hereby amended to read:

(e)(4) Practice **BMP** installations required as part of this article shall be certified as-built by a Wisconsin-licensed professional engineer. **When required by the Director, a Wisconsin-licensed landscape architect, an arborist, or a nursery professional shall certify vegetation planting and vegetation establishment one full growing season after planting.**

SECTION 14. Section 16-82(e)(7), Green Bay Municipal Code, is hereby amended to read:

- (e)(7) A permittee, landowner, or responsible party shall maintain all stormwater management practices specified in the approved stormwater management plan in a healthy and functioning condition until the practices either become the responsibility of the City of Green Bay or are transferred to subsequent private owners as specified in the approved maintenance agreement. This requirement includes, but is not limited to, all trees, vegetated practices, amended soil areas where impervious cover has been removed, and vegetation established according to the stormwater management plan.

SECTION 15. Section 16-82(e)(11), Green Bay Municipal Code, is hereby amended to read:

- (e)(11) Where a stormwater management plan involves a change in the direction of some or all runoff ~~off of~~ from a site, increases in peak rate, and/or a change in the total volume of runoff from the site, it shall be the responsibility of the permittee to obtain from adjacent property owners any easements or other necessary property interests concerning the prevention of endangerment to property or public safety and flowage of water per Section 16-81(e)(6). Issuance of this permit does not create or affect any such rights.

SECTION 16. Section 16-83(a), Green Bay Municipal Code, is hereby amended to read:

- (a) *Plan requirements.* The Every applicant for a permit under Section 16-82 shall submit a stormwater management plan ~~required under Section 16-82. The application shall contain any such~~ sufficient information ~~for~~ the Director of Public Works ~~may need~~ to evaluate the environmental characteristics of the area affected by land development activity, the potential impacts of the proposed development upon the quality and quantity of stormwater discharges, the potential impacts upon the area's water resources and drainage utilities, and the effectiveness and acceptability of proposed stormwater management measures in meeting the performance standards set forth in this article. Unless specified otherwise by this article, stormwater management plans shall contain, at a minimum, the information described below:

...

- (8) A discussion as to what short-term and long-term best management practices BMPs will be utilized during the course of construction and post-construction, including a complete construction/installation schedule.
- (9) A statement that the selected ~~BMP's~~ BMPs are designed in accordance with WDNR Technical and Guidance Standards. If they are not, a discussion as to how the design differs from the Technical and Guidance Standards s and the reason for the variance.

- (10) ~~Are there~~ **A description of any** special construction, installation, and short-term/long-term maintenance items that need to be considered for the life of each stormwater management practice proposed; ~~if so, what are they and at what frequency are these items to be addressed.~~ **Include a list of the items and the frequency at which they are to be addressed.**

SECTION 17. Section 16-84(b)(2), Green Bay Municipal Code, is hereby amended to read:

- (b)(2) Identification of the **location and type of all** stormwater **collection, treatment, storage, and conveyance** facilities and designation of the drainage area served by the facilities. **each such facility, including the following:**
- a. **Identification of any special construction, installation, and short-term/long-term maintenance items to be considered for the life of each stormwater management practice proposed, and the frequency with which each consideration must be addressed.**
 - b. **For vegetated stormwater management measures and green infrastructure, identification of the season(s) within which plant materials are recommended to be established, the length of time required for establishment, and when verification is expected to occur.**
 - c. **Identification of all maintenance specifications for proprietary stormwater management devices to be used as part of the stormwater management plan.**

SECTION 18. Section 16-84(b)(4), Green Bay Municipal Code, is hereby amended to read:

- (b)(4) A schedule of regular maintenance of **indicators, activities, and frequencies for** each facility or aspect of the stormwater management system, **including the maintenance of vegetation and trees, as applicable,** consistent with the stormwater management plan.

SECTION 19. Section 16-106, Green Bay Municipal Code, is hereby amended to read:

Municipal separate storm sewer system (MS4), as defined in Wis. Admin. Code Ch. NR 216, means a conveyance or system of conveyances including roads with drainage systems, municipal streets, ~~catchbasins~~ **catch basins**, curbs, gutters, ditches, constructed channels or storm drains, which meets all the following criteria:

- (1) Is owned or operated by a municipality;
- (2) Is designed or used for collecting or conveying stormwater;
- (3) Is not a combined sewer conveying both sanitary and stormwater; and

- (4) Is not part of a publicly owned wastewater treatment works that provides secondary or more stringent treatment.

Pollution, as defined in Wis. Stats. Ch. 283, means any ~~manmade~~ **human-made** or ~~man-induced~~ **human-induced** alteration of the chemical, physical, biological, or radiological integrity of water.

*Stormwater management plan/stormwater pollution ~~prevention plan~~ **prevention plan*** means documents which describe the best management practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable.

SECTION 20. Section 42-203(a)(2), Green Bay Municipal Code, is hereby amended to read:

- (a) (3) The City further finds that pervious surfaces are preferable to impervious surfaces for managing stormwater. Accordingly, the calculation of equivalent runoff units (ERU), which are used to calculate stormwater utility charges, as detailed in this chapter, shall be limited to impervious surface area. Pervious surfaces, such as forested areas, yard and terrace trees, lawns, gardens, planned natural landscaping, **approved permeable surfacing, green roofs,** and undeveloped property shall be exempt from the calculation of ERU and stormwater utility charges.

SECTION 21. The following definition is hereby added to Section 42-203(d), Green Bay Municipal Code:

Permeable surfacing means a material or materials and accompanying subsurface treatments designed, installed, and maintained specifically to allow stormwater to penetrate into the material, thereby reducing the volume of stormwater runoff from the surfaced area. Permeable surfacing may include, without limitation, permeable interlocking pavers, concrete lattice pavers, porous blocks or pavers or similar structural support materials, and permeable concrete or asphalt.

SECTION 22. Section 42-203(d), Green Bay Municipal Code, is hereby amended to read:

Stormwater system means any natural or manmade stormwater conveyance facility operated or maintained by the City, including, but not limited to, retention/detention ponds, ditches, storm sewer, roads, **green infrastructure stormwater management measures,** and navigable and non-navigable waterways.

SECTION 23. Section 42-203(f)(4), Green Bay Municipal Code, is hereby amended to read:

- (f) (4) The Administrator may revoke the credit if the basis for the credit has materially changed. The Administrator shall provide ~~a 30-day advance~~ written notice of any proposed revocation **at least 30 days in advance thereof.**

SECTION 24. Section 42-203(i)(3), Green Bay Municipal Code, is hereby amended to read:

- (i) (3) The customer has **thirty (30)** days from the decision of the Administrator to file a written appeal to the City of Green Bay Improvement and Services Committee. In considering an appeal, the ~~City of Green Bay Improvement and Services~~ Committee shall determine whether the stormwater utility charge is fair and reasonable and, in the event the appeal is granted, whether ~~or not~~ a refund is due the appellant and the amount of the refund. The Committee shall conduct a formal or informal hearing and obtain sufficient facts upon which to make a determination. The Committee's decision shall be based upon the evidence presented to it. After making such determination, the ~~Improvement and Services~~ Committee shall forward its recommendation to the Common Council for final approval.

SECTION 25. All ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

SECTION 26. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2022.

APPROVED:

Mayor

ATTEST:

Clerk

MS

05/17/2022