AGENDA OF THE COMMON COUNCIL

TUESDAY, JUNE 27, 2023, 6:00 PM
In person at City Hall, Room 203 - Council Chambers.
Virtual attendance also available via Zoom.

A. Zoom Meeting Information.

1. Join Zoom Meeting

   https://us02web.zoom.us/j/81146453856

   Meeting ID: 811 4645 3856

   Passcode: 590068

   Or join by phone-- +1 312 626 6799 US (Chicago)

   If you wish to speak at this public meeting or leave a comment, please use the Comment Form, and submit by 4:30 pm on council meeting day. More detailed zoom instructions are attached to this item.

B. Roll Call.

C. Pledge of Allegiance.

D. Invocation.

E. Approval of Minutes.

1. June 6, 2023.

F. Approval of the Agenda.

G. Report by the Mayor.

H. Announcements.

I. Appointments.

1. **Reappointments:**

Economic Development Authority
Glen Sherman, 924 Emilie St, Green Bay, WI 54301
Term to expire: June 1, 2026

City Officials
Linda Chosa, Treasurer

J. Public Hearings.

1. Resolution regarding vacation of public right-of-way cul-de-sac at Ricky Street and Vine Street.

2. Miscellaneous Ordinance NO. 06-23
   An Ordinance adopting an amendment to the smart growth 2022 comprehensive plan of the City of Green Bay related to property located at 2132 Deckner Ave (#21-2284-2).

K. Ordinances - Second Reading for Adoption.

1. Miscellaneous Ordinance No. 06-23
   An ordinance adopting an amendment to the Smart Growth 2022 Comprehensive Plan of the City of Green Bay related to property located at 2132 Deckner Ave.

2. Zoning Ordinance No. 12-23
   An Ordinance rezoning property located at 2132 Deckner Ave (#21-2284-2) from varied-density residential district (R3) to a public institutional district (PI).

L. Report of the Redevelopment Authority (June 22, 2023).

1. To approve the Development Agreement with Bay City Lofts, LLC for TIF assistance related to the redevelopment of 0 University Ave (Parcel 21-1249-1-3), subject to final review and approval by the City Attorney.

M. Report of the Improvement & Services Committee (June 21, 2023).

1. To deny the request by Will Liebergen to appeal the storm water charges for the parcel at 1026 North Broadway and issue a ten percent (10%) credit as allowed by City of Green Bay ordinance upon receipt of the required application (held from the May 31, 2023 Improvement & Services meeting).

2. To receive and place on file the request by Ald. Galvin to study the potential negative impact on City parking facilities, especially parking ramps, due to the increased vehicle weight of electric vehicles.

3. (a) To approve the purchase of a tilt bed trailer from Trail King Industries, Inc. in the amount of $43,007.50 using approved ARPA funding.
   (b) To hold the purchase of a trailer-mounted air compressor

4. To amend the agenda item from one (1) Bobcat Toolcat to two (2) Bobcat Toolcats and to approve the purchase of two (2) Bobcat Toolcat utility vehicles and attachments from

Bobcat Plus, Inc. as follows:
(a) One (1) Bobcat Toolcat and attachments to replace Unit 753 in the amount of $71,183.63 using bonded funds
(b) One (1) Bobcat Toolcat and attachments, new to the fleet, in the amount of $76,891.23, using previously approved ARPA funds
for a total expenditure of $148,074.86.

5. To deny the purchase of a license plate recognition system for two Parking Division enforcement vehicles (held from the May 31, 2023 Improvement & Services meeting).

6. To approve the request by Department of Public Works to enter into a Memorandum of Understanding between the City of Green Bay and the University of Minnesota - Duluth National Resources Research Institute (NRRI) to allow access to the Tank Farm Marsh property (Parcels 6-18, 6-29, 18-9-A-1, and 18-9-A-4) for data collection and ongoing research.

7. To approve to amend the 2021 & 2022 Expression of Interest for 2023 geotechnical engineering services to GEI Consultants, Inc. at a fee increase of 10% for subcontracted soil drilling services.

8. To approve the request by Department of Public Works to award the following contracts at a staff level and report the award at the next Improvement and Services Committee meeting:

   a. BRIDGE 2-23 (ATKINSON DRIVE OVER CN WC RAILROAD B-5-225 PAINTING)
   b. BRIDGE 3-23 (MAIN STREET BRIDGE B-5-141 EXPANSION JOINT RECONSTRUCTION)

9. To receive and place on file the award of contract GBMFD 1-23 STATION 7 WINDOW REPLACEMENT to Commonwealth Corporation in the amount of $91,932.

10. To receive and place on file the award of contract GREEN BAY WATER UTILITY WATER MAIN REHABILITATION to Fer-Pal Construction USA LLC in the amount of $258,860.

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

    A. Granting of Licenses
        1. Sidewalk Builder
            a. N&L Concrete Const. LLP
            b. Right Way Concrete Construction
            c. Curb Pioneers
            d. Sherfield, LLC
            e. LDR Utility, Inc.

12. To receive and place on file the presentation of Private Stormwater Management Practice Inspection Program.

13. To receive and place on file the update on pedestrian safety improvement program to install Rectangular Rapid Flashing Beacons (RRFB) and driver feedback signs at various locations across the City.

N. Report of the Protection & Policy Committee (June 19, 2023).

1. Informational Only: A presentation by Lydia Van Thiel, Blueprint Implementation Project Director of Greater Green Bay Blueprint to Prevent & End Homelessness.

2. To grant a request by Baker & Mac Arthur, Inc. (Someplace Else) at 1605 University Ave. for a limited expansion of an outdoor area to their back parking lot on July 2 for a special event.

3. To grant a request by Brewski's at 1100 S. Broadway for a limited expansion of an outdoor area to their parking lot on August 8.

4. To grant the renewal applications for the 2023-2024 license year with no changes, subject to the approval of the proper authorities.

5. To deny a renewal application for the 2023-2024 license year for Footbowl, LLC at 301 N Washington St.

6. To grant a renewal application with a change of agent for a reserve "Class B" Liquor and Class "B" Beer license for The Daily Buzz LLC at 130 E Walnut St., subject to the approval of the proper authorities.

7. To grant an original application for a "Class A" Liquor & Class "A" Beer license for True North Energy LLC at 1053 Velp Ave with a license description as "CONVENIENCE STORE W/COOLERS/MANAGER'S OFFICE/FRONT COUNTER, with the approval of the proper authorities (Currently licensed as Bay Petro LLC).

8. To grant a renewal application for a "Class A" Liquor & Class "A" Beer license for True North Energy LLC at 1053 Velp Ave with a license description as "CONVENIENCE STORE W/COOLERS/MANAGER'S OFFICE/FRONT COUNTER, subject to the approval of the original liquor license application at the June 27 Council Meeting.

9. To grant a original application for a "Class B" Liquor and Class "B" Beer license for Michael Matz (Individual) at 1610 Cass St. with a license premises description as "BAR/KITCHEN/RESTROOM/STORE ROOM FOR FOOD/BASEMENT/LIQUOR/COOLER FOR BEER," with the approval of the proper authorities (Currently licensed as Ramis River Run LLC).

10. To grant a renewal application for a "Class B" Liquor and Class "B" Beer license for Michael Matz (Individual) at 1610 Cass St. with a license premises description as "BAR/KITCHEN/RESTROOM/STORE ROOM FOR FOOD/BASEMENT/LIQUOR/COOLER FOR BEER," with the approval of the proper authorities and approval of the original application at the June 27 Council meeting.

11. To grant the original (22-23 license year) and renewal (23-24 license year) applications for a Class "A" Beer and "Class A" Liquor License for Seventy 9, Inc. at 2590 University Ave. with a license premises description as "beer in coolers, liquor in a cabinent and behind the counter, wine on the wine rack" (Currently licensed as Wimiles 2, Inc.)

12. To grant a 2023-2024 original application for Cuquio Town Bar, LLC at 500 N Baird St. with a license premises description as "behind the bar, kept in coolers, basement, and office) (Currently licensed as Cuquio Town Bar LLC).

13. To grant a 2023-2024 Class "B" Beer and "Class B" Liquor-Reserve license for Legacy Green Bay, LLC at 1004 Brett Favre Pass with a license premises description as "REST/LOBBY BAR/CAFE/ROOFTOP BAR/ATRIUM/SALON A FUNCT RM/BOARDRM/PUBLIC AREAS/GUEST RM" and to request a waiver in the 60 day opening date (anticipated opening date October 2023), subject to the approval of the proper authorities.

14. To deny the appeal by Elliot Heath of the order issued by Inspections at 3688 Church Rd, and rescind the reinspection fees, contingent upon staff confirmation that the information received is acceptable to resolve the outstanding order prior to Tuesday, June 27.

15. To deny an appeal by Tammy Southards at 3490 Yorkshire Rd, follow city orders and submit a plan to address the last 2 drains and implement them in a timely fashion.

16. To receive and place on file a request by Ald. Scannell (District 7) to review with possible action the restrictions on malt beverages for Quadricycles.

17. To refer to staff for a policy change and a plan on how it would be implemented, a request by Ald. Johnson (District 9) for a revision to the city's process with handling sign permits to allow for one application and one point of contact to facilitate the approval of sign installations.

18. To refer to staff a communication by Ald. Johnson to update the procedure, if possible, ordinance if necessary, to terminate the requirement for paper submittals of site plans.

19. To refer to staff General Ordinance No. 4-23 for further review on the definition of the section of a waiting room with recommendation of modification or removal, clarification if mobile massage and home massage locations would fall under this ordinance, lighting to include light therapy and to change the closing hour 9 p.m.

20. To approve General Ordinance No. 14-23, an ordinance regarding abandoned bicycles.

21. Informational Only: The Liquor Violation Report.

22. Informational Only: The Clerk's Licensing Report.

23. Informational Only: Report by GBPD and GBFD regarding Nalox-ZONE box discussion.

O. Report of the Protection & Policy Committee Granting Operator Licenses (June 19,2023).

1. Operator License Report

P. Report of the Plan Commission (June 12, 2023).

1. To approve a request for a Planned Unit Development (PUD) at 1265 Lombardi Avenue for campus signage package, subject to adoption of the Planned Unit Development District Ordinance (PUD). (Public hearing held 6.12.2023).

2. To approve the request for a Conditional Use Permit (CUP) at 644 S Quincy Street for Personal Service/Office Use in the Low-Density Residential District (R-1) subject to the following conditions:
   a. Any modifications to the building necessary to establish commercial use (per building code) shall be approved by the Green Bay Landmarks Commission.

b. If the "SELF House" use (as applied for) is discontinued, the operation is dissolved, or if Family Services of Northeast WI no longer operates/manages the facility, the use shall terminate immediately. The use/operation shall not be reestablished without the Plan Commission and City Council review and approval.
c. Hours of operation for office use shall be limited to between 8 a.m. and 6 p.m.
d. Compliance with all other regulations of the Green Bay Municipal Code.
(Public hearing held 6.12.2023).

3. To approve a Conditional Use Permit (CUP) at 1809 Deckner Avenue for a Community Living Arrangement serving 9 or more persons in an Office Residential (OR) zoning district, subject to the following conditions:
a. A maximum capacity of 20 individual residents within the western, renovated area of the facility (as noted by preliminary plans) if the final plans can meet the minimum standards required by Zoning Ordinance 44-1581. If the final approved plans do not meet all bulk requirement standards for 44-1581, the capacity must be reduced to the maximum required individuals based on capacity standards of 44-1581. Any increase in residents beyond 20 individuals will require Plan Commission and Common Council approval.
b. If the community living arrangement use is discontinued, the operation is dissolved, or if Mandolin Foundation no longer operates/manages the facility, the use shall terminate immediately. The use/operation shall not be renewed or reestablished without the Plan Commission and City Council review and approval.
c. At the discretion of the Common Council, Plan Commission, or the Director of Community Development, a review may be required by the Plan Commission and Common Council to ensure compliance with this conditional use permit and identify any areas of concerns with the dormitory, including but not limited to:

    i. Police service calls.
    ii. Documented safety concerns.
    iii. Inadequate facilities.
    iv. Zoning and property maintenance compliance.

d. Conformance with the submitted operating plan submitted by the applicant.
e. Sex offenders are required to register under §301.45, Wis. Stats., are prohibited from staying in the dormitory.
f. Compliance with all other regulations of the Green Bay Municipal Code.
(Public Hearing held on 6.12.2023)

4. To approve a Conditional Use Permit (CUP) at 1600 Dousman Street for the addition of a second accessory garage exceeding 150 square feet in a Low-Density Residential (R1) zoning district, subject to the following conditions:
a. Site plan approval by the Office of Community and Economic Development.
b. Compliance with all other regulations of the Green Bay Municipal Code.
(Public hearing held on 6.12.2023).

5. To refer the request from Ald. Grant to amend the R1 zoning single family home definition of unrelated and family adult limitations to limit define family as __ and limit the number of unrelated adults to __ to the Law Department.

6. To refer the request from Alder Steuer to look at zoning along Velp Avenue to coincide with the Velp Avenue Plan to the Department of Community and Economic Development.

Q. Report of the Finance Committee. (June 13, 2023)

1. To approve the presale reports prepared by Ehlers Public Finance Advisors for the 2023 borrowing approved at the Common Council meeting on May 16, 2003.

2. To approve the initial resolution authorizing the issuance of not to exceed $10,965,000 General Obligation Bonds for Street Improvements.

3. To approve the initial resolution authorizing the issuance of not to exceed $1,575,000 General Obligation Bonds for Sewerage Improvements.

4. To approve the initial resolution authorizing the issuance of not to exceed $525,000 General Obligation Bonds for Parking Lots or Other Parking Facilities.

5. To approve the initial resolution authorizing the issuance of not to exceed $1,340,000 General Obligation Bonds for Parks and Public Grounds.

6. To approve the initial resolution authorizing the issuance of not to exceed $1,505,000 General Obligation Bonds for Buildings for the Housing of Machinery and Equipment.

7. To approve the resolution authorizing and directing the Publication of Notice of the Adoption of Initial Resolutions.

8. To approve the resolution authorizing and providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed $15,910,000 General Obligation Corporate Purpose Bonds, Series 2023A, and All Related Details.

9. To approve the resolution authorizing and providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed $4,475,000 General Obligation Promissory Notes, Series 2023B, and All Related Details.

10. To award debt collection service to Finance Systems of Green Bay for a 3-year contract.

11. To purchase 27 bicycles from Broken Spoke Bike Studio for $33,480 to be paid with Safer Communities Grant money for the Mobile Response Team.

12. To amendment ARPA funding allocation for police recruiting and retention.

R. Report of the Park Committee (June 21, 2023).

1. To approve the request by Ald. Galvin to paint dual pickleball/tennis court lines over one of the tennis courts at Astor Park and to refer to staff to determine where additional pickleball courts could be painted on tennis courts throughout the City to provide additional pickleball opportunities for all neighborhoods.

2. To approve the request by Ald. Galvin to install bleachers at the basketball court in Astor Park and research basketball lighting alternatives to be reviewed at a future Parks Committee meeting.

3. To refer to staff to evaluate the 2023 hours of operations for park shelter restrooms and report back to the Parks Committee at the end of the summer season to discuss what potential changes can be implemented in 2024.

4. To approve an amendment to the Fox River Trail Easement with Wisconsin Public Service Corporation for the trail section just west of Monroe Avenue.

5. To accept an AmeriCorps Program Funding Grant for $374,673 to continue the Green Bay Conservation Corps program through 2024.

6. To approve a stormwater outfall/access easement with the Green Bay Area Public School District for Southwest High contingent upon the review and approval of the final easement agreement by the Law Department.

7. To approve up to $250,000 from the Bay Beach Development Account to hire a contractor to complete the necessary site work for the NebulaZ ride at Bay Beach Amusement Park.

S. Report of the Personnel Committee. (June 13, 2023)

1. To approve the addition of the Conservation Corps Field Assistant position to the Parks, Recreation, and Forestry Department table of organization effective September 1, 2023.

T. Report of the Public Arts Commission (June 14, 2023).

1. To approve the collaborative community mosaic design proposed by Downtown Green Bay Inc. to be located at 238 Walnut Street.

2. To amend the Art Grant application to a rolling schedule.

3. To review and approve the amended Percent for Art project proposal "Steps" for the City East project. (Referred back to the Commission by Common Council during their June 6, 2023, regular meeting.)

U. Report of the Traffic, Bicycle, and Pedestrian Commission (June 19, 2023).

1. To receive and place on file the report by the Police Department on the monthly Traffic Enforcement Unit Traffic Safety Plan.

2. To receive and place on file the request to change the 2-WAY STOP condition on Irwin Avenue at Eliza Street to a 4-WAY STOP condition.

3. To refer to staff to study the removal of the traffic control signal at the intersection of Dousman Street and Oneida Street.

4. To adopt by ordinance the establishment of STOP conditions at the following locations due to roadway reconstruction as part of the West Mason Street and Packerland Drive improvement project:

   A. Establish a TWO-WAY STOP condition on West Mason Street South Frontage Road (eastbound and westbound) at West Mason Street access 1,000 feet west of Packerland Drive.
   B. Establish a ONE-WAY STOP condition on West Mason Street South Frontage Road (northbound) at West Mason Street 1,000 feet west of Packerland Drive.

C. Establish a ONE-WAY STOP condition on West Mason Street North Frontage Road (southbound) at West Mason Street 1,000 feet west of Packerland Drive.
D. Establish a ONE-WAY STOP condition on West Mason Street North Frontage Road (westbound) at East Campus Drive (private road) 1,000 feet west of Packerland Drive.

5. To remove the NO PARKING zone on the west side of Adams Street from a point 60 feet north of Washington Street to a point 100 feet south of Cass Street, and adopt by ordinance.

6. To establish a DISABLED PARKING zone on the east side of Roosevelt Street from a point 165 feet north of Main Street to a point 235 feet north of Main Street, and adopt by ordinance.

7. To establish a NO PARKING zone on the west side of Adams Street from a point 60 feet north of Washington Street to a point 250 feet south of Washington Street, and adopt by ordinance.

8. To establish a FOUR-HOUR PARKING 7 AM TO 5 PM MONDAY THROUGH FRIDAY zone on the west side of Adams Street from a point 250 feet south of Washington Street to a point 100 feet south of Cass Street, and adopt by ordinance.

V. Report of the Equal Rights Commission (June 8, 2023).

1. To hold the Visibility Initiative Strategic Action Plan until the next Equal Rights Commission meeting on July 13, 2023.

W. Informational.

1. MuniCtReportMay2023

X. Committee of the Whole.

1. For consideration and possible action on rights and legal remedies for enforcement action by the City under the city's AuthentiCity Plan.

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

Y. Resolutions.

1. An Initial Resolution Authorizing the Issuance of Not to Exceed $10,965,000 General Obligation Bonds for Street Improvements.

2. An Initial Resolution Authorizing the Issuance of Not to Exceed $1,575,000 General Obligation Bonds for Sewerage Improvements.

3. An Initial Resolution Authorizing the Issuance of Not to Exceed $525,000 General Obligation Bonds for Parking Lots or Other Parking Facilities.

4. An Initial Resolution Authorizing the Issuance of Not to Exceed $1,340,000 General Obligation Bonds for Parks and Public Grounds.

5. An Initial Resolution Authorizing the Issuance of Not to Exceed $1,505,000 General Obligation Bonds for Buildings for the Housing of Machinery and Equipment.

6. A Resolution Authorizing and Directing the Publication of Notice of the Adoption of Initial Resolutions.

7. A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed $15,910,000 General Obligation Corporate Purpose Bonds, Series 2023A, and All Related Details.

8. A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed $4,475,000 General Obligation Promissory Notes, Series 2023B, and All Related Details.

9. Resolution drawing final orders to contractors for June 27, 2023.

10. Resolution authorizing conditional use permit at 1600 Dousman Street Parcel 6-233-D.

11. Resolution authorizing conditional use permit at 1809 Deckner Avenue.

12. Resolution authorizing conditional use permit at 644 South Quincy Street, Parcel 14-359.

13. Resolution regarding vacation of public right-of-way cul-de-sac at Ricky Street and Vine Street.

Z. Ordinances - First Reading.

1. General Ordinance No. 14-23
   An ordinance creating section 40-109 and 40-110 Green Bay Municipal Code, relating to abandoned bicycles.

2. Zoning Ordinance No. 13-23
   An ordinance creating a planned unit development (PUD) overlay district related to signage for property at 1265 Lombardi Avenue.

3. General Ordinance No. 16-23
   An ordinance amending Section 40-71, Green Bay Municipal Code, relating to traffic regulations.

4. General Ordinance No. 15-23
   An ordinance amending Section 40-34, Green Bay Municipal Code, relating to parking regulations.

AA. Referral of Petitions & Communications.

BB. 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

2023-06-27 Common Council

Zoom Meeting Information

Join Zoom Meeting
https://us02web.zoom.us/j/81146453856

Meeting ID: 811 4645 3856
Passcode: 590068
One tap mobile
+13017158592,,81146453856#,,,,*590068# US (Washington DC)
+13052241968,,81146453856#,,,,*590068# US

Dial by your location
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 646 931 3860 US
- +1 929 205 6099 US (New York)
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US
- +1 386 347 5053 US

Meeting ID: 811 4645 3856
Passcode: 590068
Find your local number: https://us02web.zoom.us/u/kUh5EEXRe

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. Online comments will be accepted until 4:30 pm on Council day.

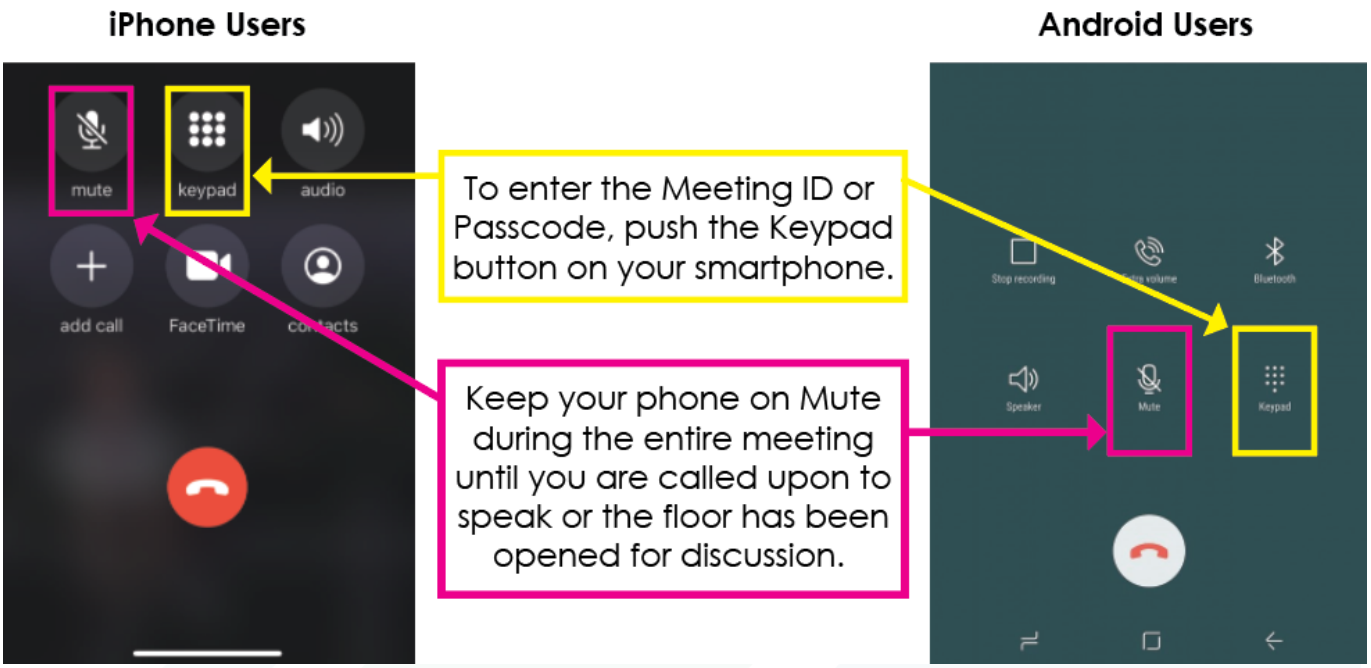
Additional Information

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



RESOLUTION REGARDING VACATION
OF PUBLIC RIGHT-OF-WAY
CUL-DE-SAC AT RICKY STREET AND VINE STREET
(SV 23-01)

June 27, 2023

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, a request has been filed with the Common Council requesting vacation of the cul-de-sac at Ricky Street and Vine Street; as depicted on the attached map; and

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, with the following conditions:

1. Access to parcel 21-1361-3 shall be maintained. This shall be addressed in the Developers Agreement with the petitioner(s).
2. Green Bay Water Utility's existing facilities can be abandoned provided that abandonment happens along with the water main extension that is needed for the housing development.
3. Wisconsin Public Service shall be granted a utility easement for their existing facilities within the vacation area.
4. The existing Storm and Sanitary Sewer within the vacated area will need to be modified and/or a sewer easement will need to be addressed in the Developers Agreement with the petitioner(s).; and

NOW, THEREFORE, BE IT RESOLVED that it appears to be in the public interest that the cul-de-sac at Ricky Street and Vine Street be abandoned, vacated, and discontinued by the City of Green Bay subject to the above-referenced conditions, and that a hearing be held on the abandonment, vacation, and discontinuance of the same on June 27, 2023 at 6:00 p.m. in the Council Chambers, City Hall, 100 North Jefferson Street, Green Bay, Wisconsin.

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.

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

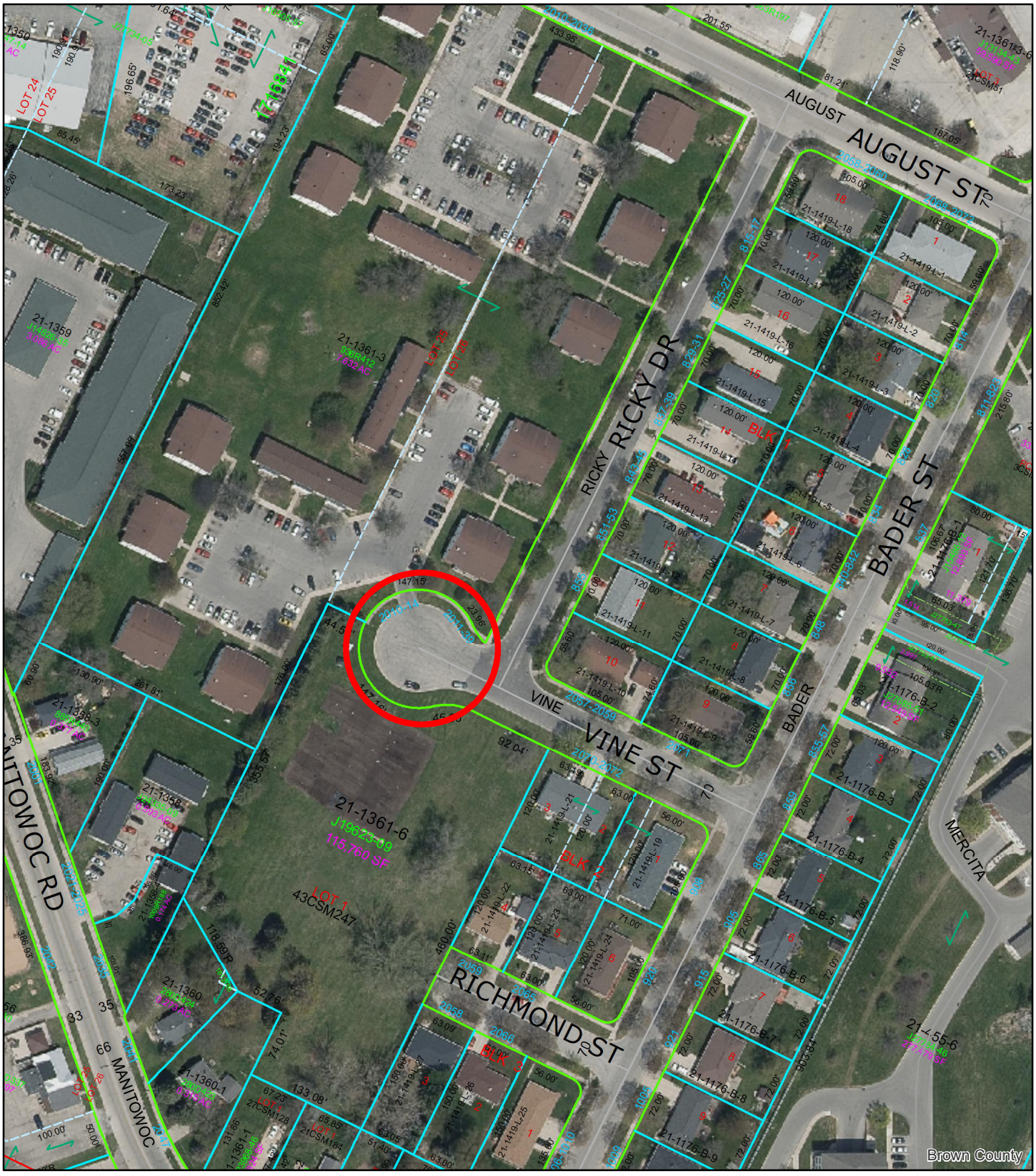
Adopted _____

Approved _____

_____
Mayor

_____
Clerk

Attachments (legal description and exhibit)



(SV 23-01) Vacation of Cul-de-Sac at Vine and Ricky Streets

Feet
0 40 80 160

N

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. E.R. 12 Apr 2023 X:\Planning\Basemaps\template_8.5x11.mxd

VACATED ROAD DESCRIPTION

Part of Lot 26, Astors Plat of Private Claim 3 thru 7, located in Private Claim 6 and 7, East Side of Fox River, City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the Northwest Corner of Lot 1, Volume 43, Certified Survey Maps, Page 247, Map No. 6521, Document No. 1878062, Brown County Record; thence S63°38'18"E, 44.52 feet along a Northerly line of said Lot 1 to the Point of Beginning; thence 147.15 feet along a Northerly line of said Lot 1, also being the South right of way of Vine Street being the arc of a 65.00 foot radius curve to the Left whose long chord bears S38°29'53"E, 117.68 feet; thence 23.84 feet along a Northerly line of said Lot 1, also being said South right of way being the arc of a 65.00 foot radius curve to the Right whose long chord bears N87°09'27"E, 23.71 feet; thence N26°22'24"E, 76.89 feet; thence 23.91 feet along the North said right of way being the arc of a 65.00 foot radius curve to the Right whose long chord bears N34°27'55"W, 23.78 feet; thence 147.11 feet along the North said right of way being the arc of a 65.00 foot radius curve to the Left whose long chord bears N88°48'54"W, 117.66 feet to the Point of Beginning.

Vacated road contains 13,439 square feet / 0.31 acres more or less.

Exhibit

Part of Lot 26, Astors Plat of Private Claim 3 thru 7, located in Private Claim 6 and 7, East Side of Fox River, City of Green Bay, Brown County, Wisconsin.

Graphic Scale: 1" = 40'

0 40 80 120

North

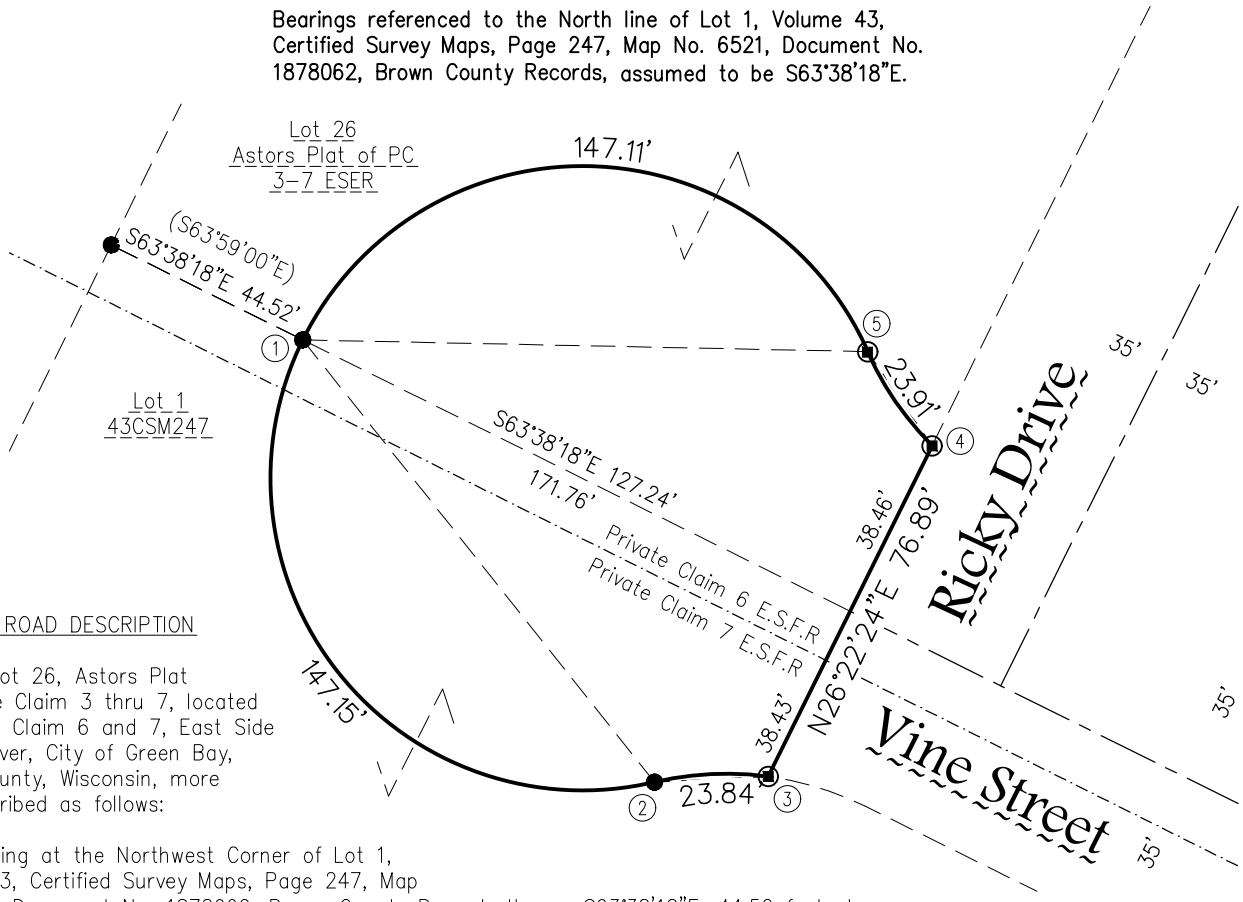
Legend

- ● 1" iron pipe found
- ◉ computed point
- ( ) recorded as bearing

Curve Data

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1–2	147.15'	65.00'	117.68'	S38°29'53"E	129°42'02"	S26°21'08"W & S76°39'06"E
2–3	23.84'	65.00'	23.71'	N87°09'27"E	21°01'02"	N82°20'02"E
4–5	23.91'	65.00'	23.78'	N34°27'55"W	21°04'33"	N45°00'12"W
5–1	147.11'	65.00'	117.66'	N88°48'53"W	129°39'58"	N23°58'54"W

Bearings referenced to the North line of Lot 1, Volume 43, Certified Survey Maps, Page 247, Map No. 6521, Document No. 1878062, Brown County Records, assumed to be S63°38'18"E.



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Vacated road contains 13,439 square feet / 0.31 acres more or less.

Client: Habitat for Humanity
Tax Parcel: 21-1361-6, 21-1361-3
Drafted By: NDK
File: D-5401Exhibit 011623.dwg
Data File: D-5401.txt

Mau & Associates, LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Sheet One of One
Project No.: D-5401
Drawing No.: X-1440
Fieldwork Completed: 09/14/22

MISCELLANEOUS ORDINANCE NO. 06-23

AN ORDINANCE ADOPTING AN AMENDMENT TO THE SMART GROWTH 2022 COMPREHENSIVE PLAN OF THE CITY OF GREEN BAY RELATED TO PROPERTY LOCATED AT 2132 DECKNER AVE (#21-2284-2) (CPA 23-04)

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

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

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

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

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

SECTION 1. Comprehensive Plan Amendment CPA 23-04 is hereby adopted pursuant to Wis. Stats. § 66.1001(4)(c) on the following described properties. A copy of the comprehensive plan amendment is attached to this ordinance.

Part of lot 1 of the recorded plat of Newberry's addition to the city of green bay subdivision no. 2, recorded in the brown county register of deeds in volume 1 of plats on page 177, being part of the northeast quarter of the northeast quarter (ne 1/4 - ne 1/4) of section 5, township 23 north, range 21 east, city of green bay, brown county, Wisconsin and described as follows:

Commencing at the Northeast corner of Section 5, Township 23 North, Range 21 East; thence S01°22'29"W along the East line of the Northeast quarter (NE 1/4) of said Section 5 a distance of 505.23 feet; thence N87°35'31"W a distance of 30.00 feet to a point on the West right-of-way of Danz Avenue, and the point of beginning; thence continue N87°35'31"W along the North line of Jacket 10741, Image 20

recorded in the Brown County Register of Deeds, a distance of 247.72 feet; thence N00°35'50"W a distance of 32.19 feet; thence N89°24'10"E a distance of 248.93 feet to the aforementioned West right-of-way of Danz Avenue; thence S01°22'29"E along said West right-of-way a distance of 45.20 feet to the point of beginning.

Parcel contains 9,605 square feet / 0.220 acres of land more or less.

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

SECTION 3. This ordinance shall take effect upon its passage and publication.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2023.

APPROVED:

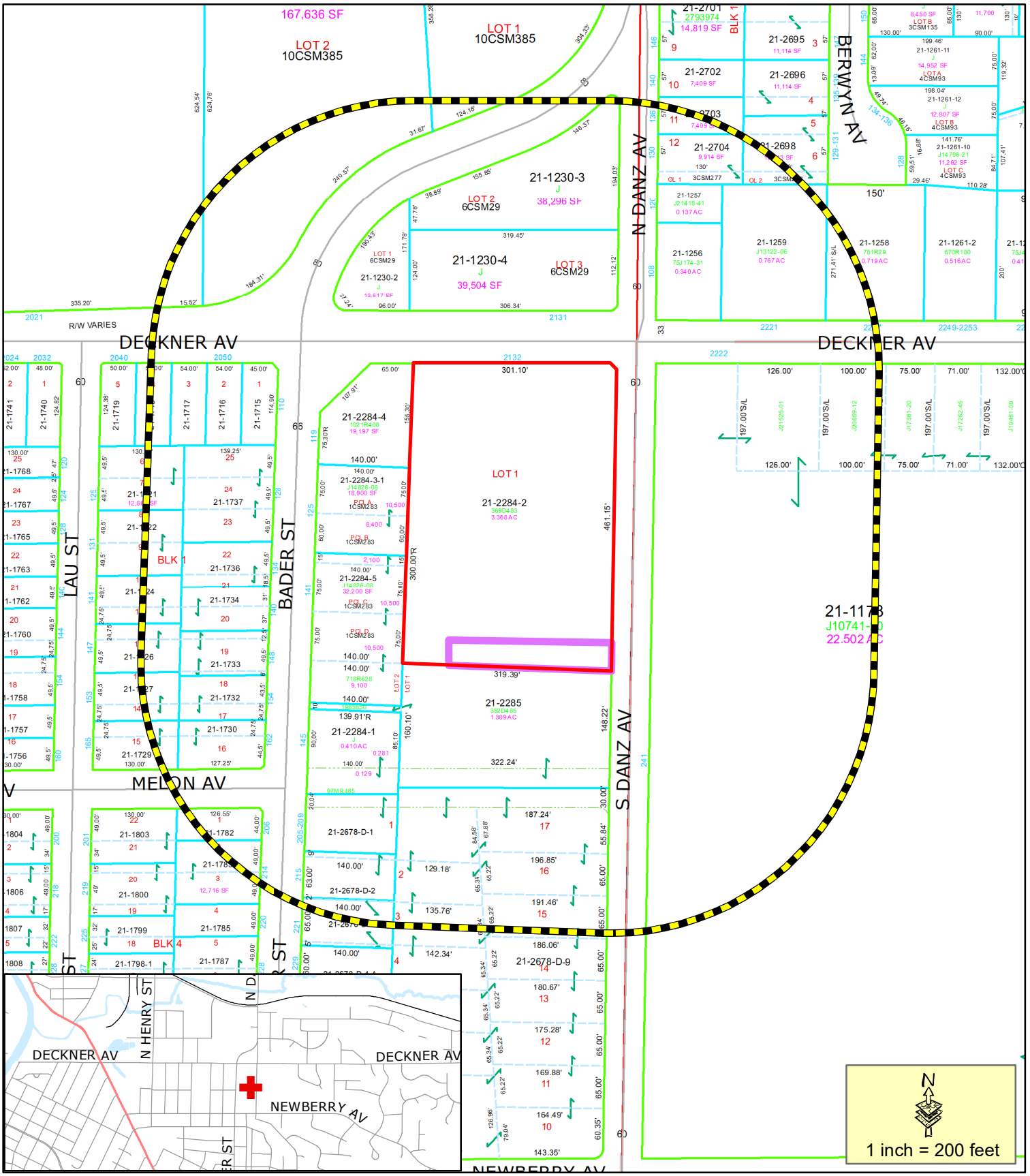
_____
Eric Genrich, Mayor

ATTEST:

_____
Celestine Jeffreys, Clerk

db:

Attachments – Location Map



Proposed CPA & Zone Change

400' Property Owner Notice

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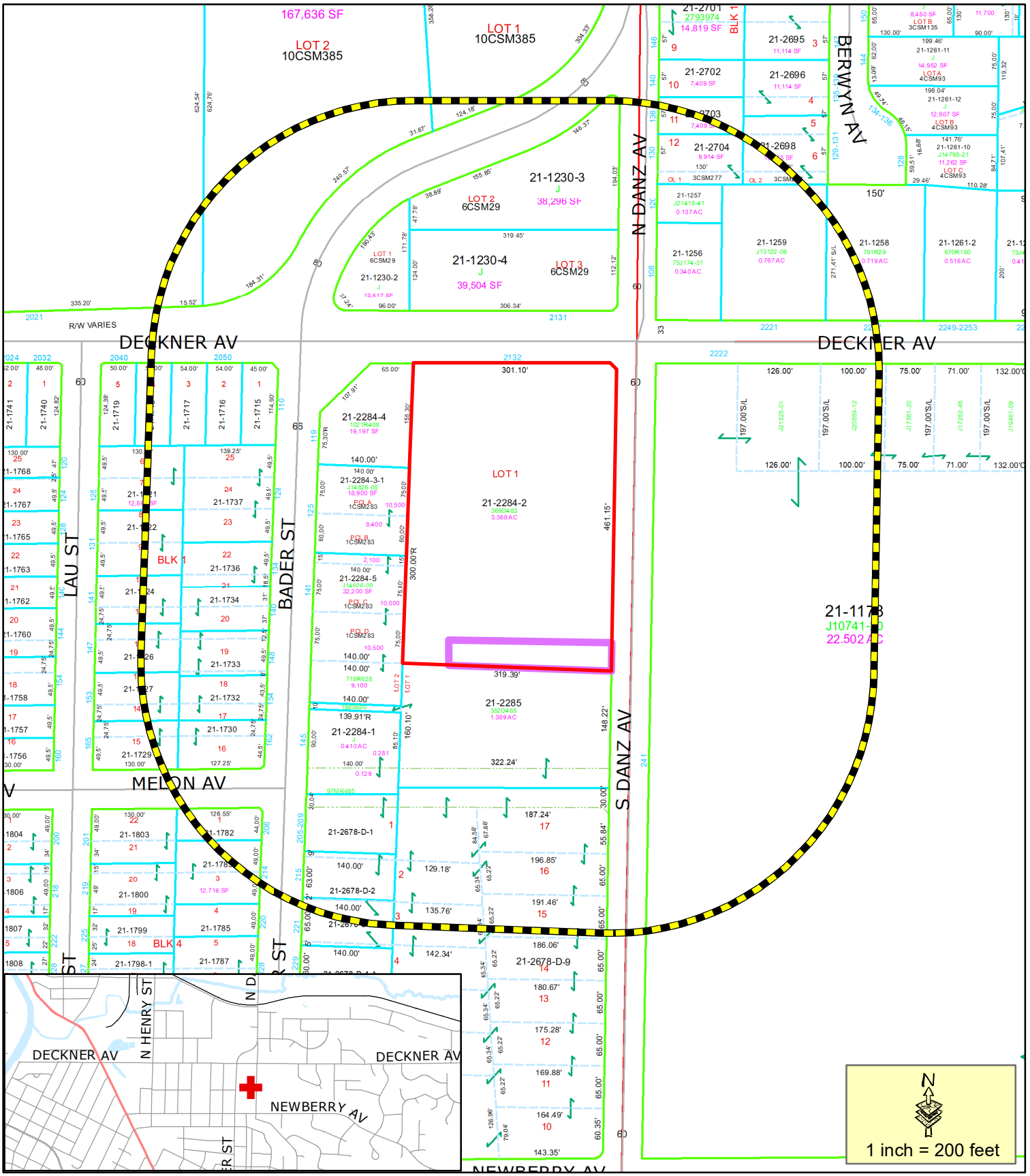
Map prepared by DB

(CPA 23-04 & ZP 23-16)
Proposed Comprehensive Plan Amendment & Zone Change at 2132 Deckner Avenue

CITY OF GREEN BAY 1854 Titletown, USA



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(CPA 23-04 & ZP 23-16)
Proposed Comprehensive Plan Amendment & Zone Change at 2132 Deckner Avenue

CITY OF GREEN BAY 1854 Titletown, USA

MISCELLANEOUS ORDINANCE NO. 06-23

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

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

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

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

SECTION 1. Comprehensive Plan Amendment CPA 23-04 is hereby adopted pursuant to Wis. Stats. § 66.1001(4)(c) on the following described properties. A copy of the comprehensive plan amendment is attached to this ordinance.

Part of lot 1 of the recorded plat of Newberry's addition to the city of green bay subdivision no. 2, recorded in the brown county register of deeds in volume 1 of plats on page 177, being part of the northeast quarter of the northeast quarter (ne 1/4 - ne 1/4) of section 5, township 23 north, range 21 east, city of green bay, brown county, Wisconsin and described as follows:

Commencing at the Northeast corner of Section 5, Township 23 North, Range 21 East; thence S01°22'29"W along the East line of the Northeast quarter (NE 1/4) of said Section 5 a distance of 505.23 feet; thence N87°35'31"W a distance of 30.00 feet to a point on the West right-of-way of Danz Avenue, and the point of beginning; thence continue N87°35'31"W along the North line of Jacket 10741, Image 20

recorded in the Brown County Register of Deeds, a distance of 247.72 feet; thence N00°35'50"W a distance of 32.19 feet; thence N89°24'10"E a distance of 248.93 feet to the aforementioned West right-of-way of Danz Avenue; thence S01°22'29"E along said West right-of-way a distance of 45.20 feet to the point of beginning.

Parcel contains 9,605 square feet / 0.220 acres of land more or less.

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

SECTION 3. This ordinance shall take effect upon its passage and publication.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2023.

APPROVED:

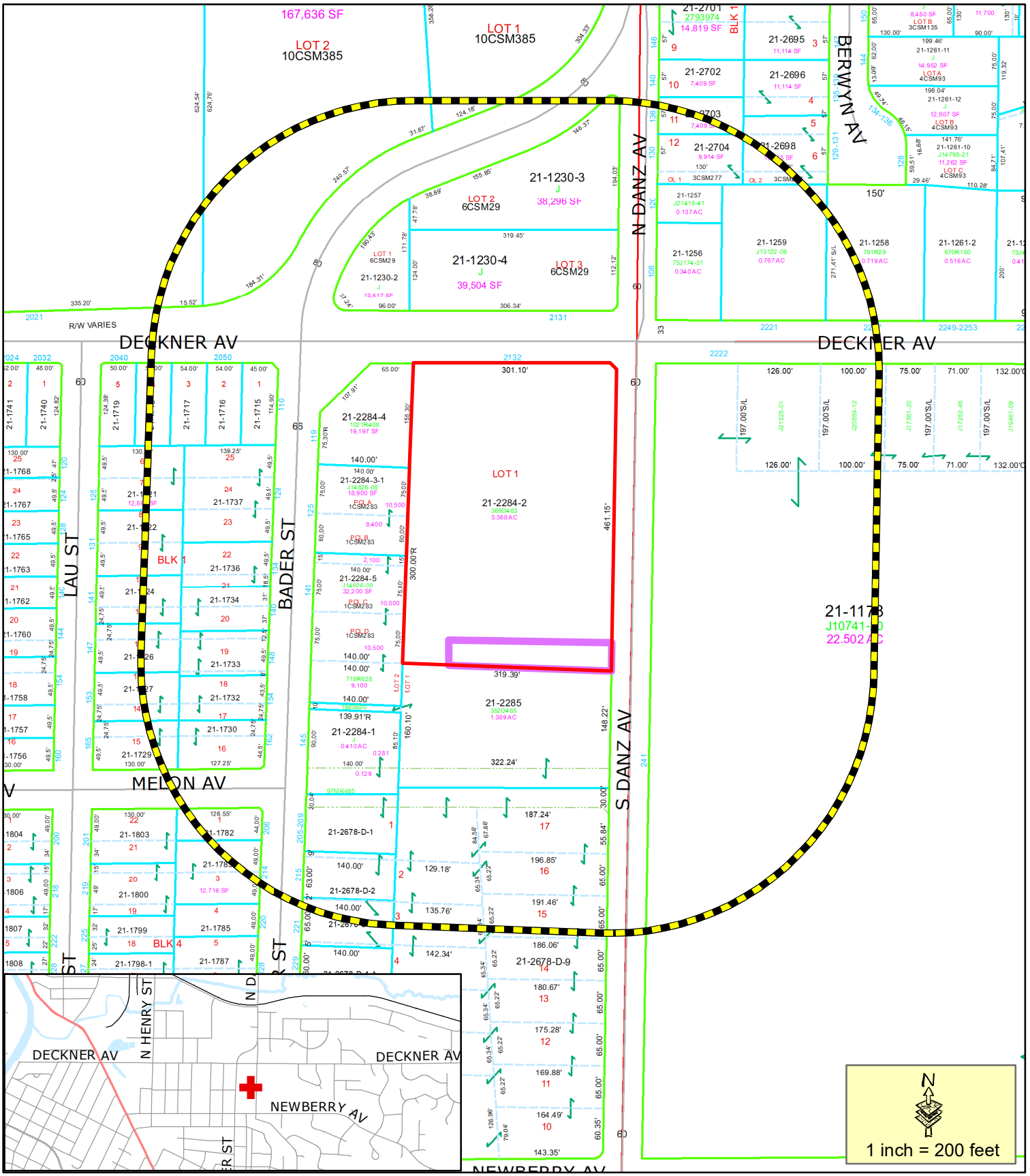
_____
Eric Genrich, Mayor

ATTEST:

_____
Celestine Jeffreys, Clerk

db:

Attachments – Location Map



Proposed CPA & Zone Change

400' Property Owner Notice

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Map prepared by DB

(CPA 23-04 & ZP 23-16)
Proposed Comprehensive Plan Amendment & Zone Change at 2132 Deckner Avenue

CITY OF GREEN BAY 1854 Titletown, USA

For Official Notice:

Public Notification
Proposed Amendment to the City of Green Bay
Smart Growth 2022 Comprehensive Plan
(CPA 23-04)

The Green Bay Plan Commission will hold a public hearing on Monday, May 22, 2023, at 6:00 p.m. The meeting will be conducted both in person in Room 604 of City Hall (100 N Jefferson Street, Green Bay, 54301) or virtually. If you wish to participate in the Public Hearing virtually, you may access the meeting by internet or telephone, using the access code below.

Join Zoom Meeting
https://us02web.zoom.us/j/84137675822?pwd=L2EyVlpDSlZGZ1FjcmlpWnZlOEVnUT09
Meeting ID: 841 3767 5822
Passcode: 483400
One tap mobile
+13126266799,,84137675822# US (Chicago)
+16468769923,,84137675822# US (New York)
Dial by your location
+1 312 626 6799 US (Chicago)
+1 646 876 9923 US (New York)
Find your local number: https://us02web.zoom.us/u/kc8xd2MWP

The hearing is regarding the following proposed amendment to the City of Green Bay Smart Growth 2022 Comprehensive Plan:
(CPA 23-04) Public hearing on the request to amend the City's Comprehensive Plan for the property located at 2132 Deckner Ave (#21-2284-2) from a split zoning designation of Low Density Residential and Public/Semi-Public to Public or Semi-Public.

An image depicting the affected area is available in the office of Community and Economic Development for the City of Green Bay.

The proposed comprehensive plan amendment would allow for the future rezoning of the property to bring it into compliance with its current religious institution use and for expansion of Preble School Athletics.

Public comments will be invited at the public hearing or can be sent in writing to:
City of Green Bay
Community & Economic Development
Attn: David Buck, AICP
100 N. Jefferson St., Rm. 608
Green Bay, WI 54301

For additional information, contact David Buck at david.buck@greenbaywi.gov or 920.448.3411.

ACCESSIBILITY: Any person wishing to attend who, because of a disability, requires special accommodation should contact the City Safety Manager at 920.448.3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.

Publication Date: May 5, 2023

ZONING ORDINANCE NO. 12-23

AN ORDINANCE REZONING PROPERTY LOCATED AT 2132 DECKNER AVE (#21-2284-2) FROM VARIED-DENSITY RESIDENTIAL DISTRICT (R3) TO PUBLIC INSTITUTIONAL DISTRICT (PI) (ZP 23-16)

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 property, known as at 2132 Deckner Ave (#21-2284-2), from Varied-Density Residential (R3) to Public Institutional (PI):

Part of lot 1 of the recorded plat of Newberry's addition to the city of green bay subdivision no. 2, recorded in the brown county register of deeds in volume 1 of plats on page 177, being part of the northeast quarter of the northeast quarter (ne 1/4 - ne 1/4) of section 5, township 23 north, range 21 east, city of green bay, brown county, Wisconsin and described as follows:

Commencing at the Northeast corner of Section 5, Township 23 North, Range 21 East; thence S01°22'29"W along the East line of the Northeast quarter (NE 1/4) of said Section 5 a distance of 505.23 feet; thence N87°35'31"W a distance of 30.00 feet to a point on the West right-of-way of Danz Avenue, and the point of beginning; thence continue N87°35'31"W along the North line of Jacket 10741, Image 20 recorded in the Brown County Register of Deeds, a distance of 247.72 feet; thence N00°35'50"W a distance of 32.19 feet; thence N89°24'10"E a distance of 248.93 feet to the aforementioned West right-of-way of Danz Avenue; thence S01°22'29"E along said West right-of-way a distance of 45.20 feet to the point of beginning.
Parcel contains 9,605 square feet / 0.220 acres of land more or less.

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 _____, 2023.

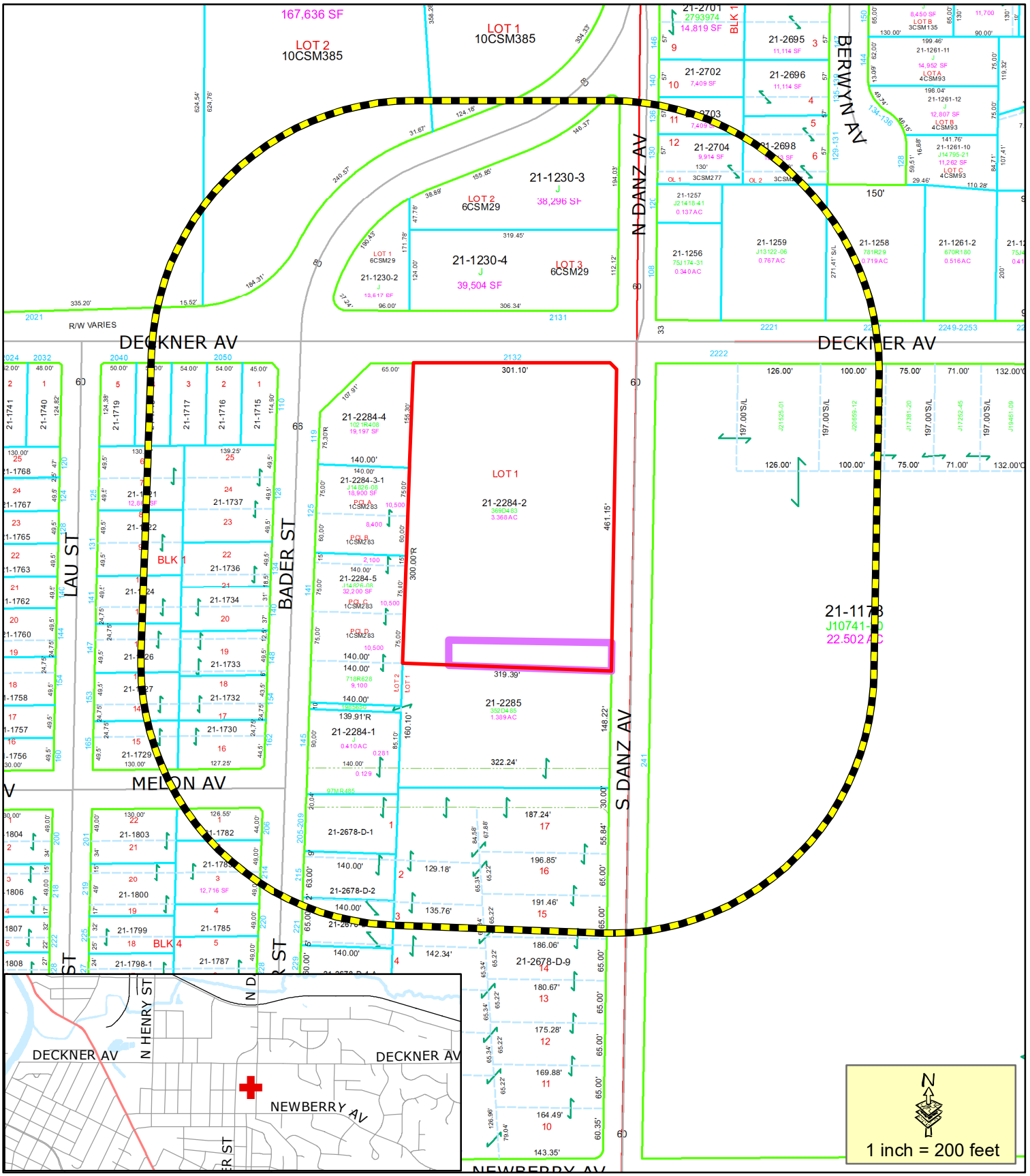
APPROVED:

_____
Eric Genrich, Mayor

ATTEST:

_____
Celestine Jeffreys, Clerk

db:
Attachments – Location Map



Proposed CPA & Zone Change

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Map prepared by DB

(CPA 23-04 & ZP 23-16)
Proposed Comprehensive Plan Amendment & Zone Change at 2132 Deckner Avenue

CITY OF GREEN BAY 1854 Titletown, USA

For Official Notice:

Public Notification
Rezoning property located at
2132 Deckner Ave (21-2284-2)
(ZP 23-16)

The Green Bay Plan Commission will hold a public hearing on Monday, May 22, 2023, at 6:00 p.m. The meeting will be conducted both in person in Room 604 of City Hall (100 N Jefferson Street, Green Bay, 54301) and virtually. If you wish to participate in the Public Hearing virtually, you may access the meeting by internet or telephone, using the access code below.

Join Zoom Meeting
https://us02web.zoom.us/j/84137675822?pwd=L2EyVlpDSlZGZ1FjcmlpWnZIOEVnUT09
Meeting ID: 841 3767 5822
Passcode: 483400
One tap mobile
+13126266799,,84137675822# US (Chicago)
+16468769923,,84137675822# US (New York)
Dial by your location
+1 312 626 6799 US (Chicago)
+1 646 876 9923 US (New York)
Find your local number: https://us02web.zoom.us/u/kc8xd2MWP

The hearing is regarding the following:
(ZP 23-16) Public hearing on the request to rezone part of the property located at 2132 Deckner Ave (#21-2284-2) from Varied-Density Residential (R3) District to the Public Institutional (PI) District.

Public comments will be invited at the public hearing or can be sent in writing to:
City of Green Bay
Community & Economic Development
Attn: David Buck, AICP
100 N. Jefferson St., Rm. 608
Green Bay, WI 54301

For additional information, contact David Buck at david.buck@greenbaywi.gov or 920.448.3411.

ACCESSIBILITY: Any person wishing to attend who, because of a disability, requires special accommodation should contact the City Safety Manager at 920.448.3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.

Publication Dates: May 5, 2023 and May 12, 2023

Report to the
Redevelopment Authority of the City of Green Bay

MEETING DATE	PREPARED BY
June 27, 2023	Neil Stechschulte, Director

AGENDA ITEM # L.1

To approve the Development Agreement with Bay City Lofts, LLC for TIF assistance related to the redevelopment of 0 University Ave (Parcel 21-1249-1-3), subject to final review and approval by the City Attorney.

BACKGROUND

This item was previously recommended for approval by the RDA on May 25, 2023. Because of the complex nature of the financing, some of the project's investors requested some clarifications to the minimum valuation and tax payment language and the language relating to the ability to transfer of the property.

This project was originally planned for 216 S Military Avenue, but disagreements with the property owner forced the Developer to identify an alternative location. The project is now being proposed for a 1.8 acre site that was a former gas station, and includes a 4-story multi-family residential building with some first-floor office space to facilitate an agreement with Lutheran Family Services to provide services to the community. The proposed project includes the development 48 residential units (13 one-bedroom units, 24 two-bedroom units, 1 three-bedroom unit, and 10 three-bedroom townhouse units). Ground floor space includes common spaces for residents, private residences, and office space for Lutheran Family Services.

The Developer has worked with WHEDA to ensure that this project would still be eligible for affordable housing tax credits.

Planned Unit Development for zoning for the project was approved by the City Council on May 2, 2023.

The Developer is requesting $800,000 in TIF assistance on a Pay-Go basis. The project is estimated to be $15 million in construction costs, but is projected to be valued at $3 million.

Additional requests for funding through ARPA and HOME programs are forthcoming to the RDA, and are included as references within this development agreement.

RECOMMENDATION

Approval of the Development Agreement with Bay City Lofts, LLC for TIF assistance related to the redevelopment of 0 University Ave (Parcel 21-1249-1-3), subject to the final review and approval by the City Attorney.

FISCAL IMPACT

Pay Go TIF. Will reduce available funds in ARPA and HOME programs, but is considered to be consistent with the purpose of those programs.

ATTACHMENTS

1. Bay City Lofts Development Agreement - RDA Approved Draft Redline-62223
2. Bay City Lofts Development Agreement - RDA Approved Clean Draft 62223

DEVELOPMENT AGREEMENT 23-___

BAY CITY LOFTS UNIVERSITY AVENUE REDEVELOPMENT

This Development Agreement is made this ___th day of June, 2023,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and BAY CITY LOFTS, 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:

Tax Parcel	Address	Acres	Assessed Value
21-1249-1-3	2510 University Ave.	1.837	$289,400

B. The parcel listed above shall be referred to as the "Property." The Property comprises approximately one and eight hundred thirty-seven thousandths (1.837) 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:

> Constructing a 4-story multi-family residential building with some first-floor office space to facilitate an agreement with Lutheran Social Services of Wisconsin and Upper Michigan, Inc. ("LSS") to provide services to the community. The proposed project includes the development 48 residential units (13 one-bedroom units, 24 two-bedroom units, and 11 three-bedroom townhouse units). Ground floor space includes common spaces for residents, private residences, and office space for LSS.

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

D. As of January 1, 2023, the Property and improvements thereto have an aggregate assessed value of Two Hundred Eighty-Nine Thousand Four Hundred Dollars ($289,400) which based on the assessed tax rates in effect as of January 1, 2023, the Property and improvements thereto yields approximately:

1. Five Thousand Four Hundred and Five dollars ($5,405.99) in total gross real estate taxes annually (assessed mill rate of $18.68);

2. Five Thousand Four Hundred and Five dollars ($5,405.99) 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 $18.68); and

3. Two Thousand One Hundred Ninety-Three Dollars ($2,193.65) in real estate taxes to the City of Green Bay annually (assessed mill rate of $7.58).

E. Upon completion of the proposed Project, the City estimates the aggregate assessed property value of the Property and the proposed Private Improvements (defined herein) to be at least Three Million Dollars ($3,000,000), which is anticipated to yield additional real estate taxes of approximately:

1. Fifty-Six Thousand and Forty Dollars ($56,040.00) in total gross real estate taxes annually (assessed mill rate of $18.68);

2. Fifty-Six Thousand and Forty Dollars ($56,040.00) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of $18.68); and

3. Twenty-Two Thousand Seven Hundred Forty Dollars ($22,740.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of $7.58).

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. Developer has requested Tax Incremental Finance ("TIF") assistance from the City and RDA with regard to certain expenses, including, but not limited to; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.

G. 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.

H. In order to induce Developer to undertake the Project in the form approved in accordance with this Agreement, such that it will, as applicable, 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 (defined herein) generated by the Property and the Private Improvements. 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) and any Guaranty Payment (defined below) actually received by the City generated by any increase of value of the Property and the Private Improvements in any tax year above the Base Value. The amount of Available Tax Increment may fluctuate based on the Annual Assessed Value, tax rate, depreciation and other independent factors.

D. "Base Value" means the aggregate assessed value of the Property as of 1/1/2023.

E. "City" means the City of Green Bay, Brown County, Wisconsin.

F. "Concept Plan" means the plan for the Project.

G. "Developer" means BAY CITY LOFTS, LLC, its successors and/or assigns.

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. "Plans and Specifications" means the plans and specifications developed for the Project.

J. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT C and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.

K. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.

L. "Project" means the Project as defined in the Recitals.

M. "Public Art" means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, neon, or other sculptures; environmental artworks; fountains, arches or other structures intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself.

N. "Public Improvements" means the infrastructure improvements in connection with the Project that will ultimately be dedicated to the City 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.

O. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section IV. C. 4.

P. "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.

Q. "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.

R. "TID" means Tax Increment Finance District #18.

S. "TIF" means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.

T. "TIF Incentive" means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. FINANCIAL ASSISTANCE

A. Tax Incremental Financing (TIF). Evaluation of the qualification for TIF assistance is 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. The nature of the TIF Incentive available to Developer under this Agreement shall be defined as the following:

1. PAYGo Reimbursement. The City shall provide the 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 and Private Improvements shall have a minimum aggregate assessed value of Three Million Dollars ($3,000,000) on or before January 1, 2025.

   b) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, Qualified Expenditures shall be reimbursed to Developer through the payment of the TIF Incentive in accordance with this Agreement.

   c) The assessed value of the Property and Private Improvements shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property and Private Improvements as of January 1, 2023. The difference in assessed values shall be known as the "Incremental Property Value."

   d) Incremental Property Value multiplied by the assessed mill rate, , shall be known as the "Available TIF Increment."

   e) Available Tax Increment shall be distributed as follows:

      (I) Developer shall guarantee an annual minimum revenue payment obligation to the City beginning January 1, 2025. This annual minimum revenue obligation shall be no less than the property taxes paid on a $3,000,000 taxable assessed valuation. This obligation may be met through an annual property tax payment. Should the property's assessed value be lower than $3,000,000 in taxable assessed valuation, the Developer shall pay the difference in the current property tax payment and property taxes paid on a $3,000,000 taxable assessed valuation to the City (a "Guaranty Payment"). If the value is higher than $3,000,000, the full property tax payment shall be made to the City.

      (II) Beginning with the 2025 tax year, the City shall make available eighty-five percent (85%) of the annual Available TIF Increment to the Developer until

all Qualified Expenditures, not to exceed the Tax Incentive Cap (defined below), 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.

(III) The City shall utilize ten 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.

(IV) The City shall utilize five percent (5%) 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 Available TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, for the 2025 tax year, the Available TIF Increment would be determined as of January 1, 2025 and the PAYGo reimbursement would first be payable in 2026.

2. 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.

3. Assignment. Developer may assign any of its payment rights hereunder to any lender(s) providing financing for the Project and to any future purchaser or developer of any part of the Property upon approval of the RDA, which will not be unreasonably withheld, conditioned or delayed, provided however, that the City shall be obligated only to disburse TIF Incentives to the party with whom the City has a written agreement pursuant to which they agree to assume the rights of Developer hereunder with respect to TIF Incentives. Such written agreement shall be subject to the approval of the RDA and City, which shall not be unreasonably withheld, condition or delayed. 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 Available Tax Increment.

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

a) Monetary Limitation. The TIF Incentive in any year shall not exceed eighty five percent (85%) of the Available Tax Increment for the Property and the Private Improvements.

b) Tax Incentive Cap. The maximum TIF Incentive to be paid by the City for Qualified Expenses incurred and paid by Developer shall not exceed a total $800,000 over the life of the TID.

c) 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.

5. 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, an 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.

6. 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.

7. 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.

B. HOME Grant Funds. The Developer intends to apply for $450,000 of funds from the City's HOME program. Award of these funds will be subject to a separate application and agreement. Approval of this development agreement in no way guarantees the approval of these funds. The Developer shall adhere to all requirements of the City's HOME program as defined in separate agreements to be approved by the RDA.

C. Large-Scale Affordable Housing Loan Program (SLFRF). The Developer intends to apply for a $450,000 loan through the Large-Scale Affordable Housing Loan Program. The Developer shall adhere to all requirements of the City's Large-Scale Affordable Housing Loan Program as defined in a separate loan agreement to be approved by the RDA.

D. 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. Any additional funding from such sources shall be subject to the approval of Developer and will be structured to avoid adverse tax consequences for Developer and its members.

IV. OBLIGATIONS OF DEVELOPER

A. Concept Plan. Prior to July 1, 2023, 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, 2023, and prior to commencement of construction 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, 2023, 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 Ten Million Dollars ($10,000,000) 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 $30,000, 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) Enhanced stormwater management costs allowing for better building design and improving the overall function of the site.

f) Costs related to the installation of environmentally sustainable infrastructure and practices in the project.

g) Site improvements related to providing access to public transit or alternative transportation options.

h) Enhanced pedestrian, bicycle, and streetscape improvements beyond basic code requirements as approved by the RDA.

i) 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.

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

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

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

2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.

F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than August 1, 2023, proof of equity in the form of the value of the Property and any private equity contributions from Developer's members, 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.

G. Proof of Financing. By no later than August 1, 2023, Developer shall have delivered proof satisfactory to the City and RDA of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.

H. Acquisition of Property. By August 1, 2023, 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. Intentionally Deleted.

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, 2023. Construction shall be substantially completed no later than December 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 with one hard copy and one digital copy.

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 relating to such transfer sixty (60) days before the contemplated transfer for approval by the City and RDA Such requests shall only be denied for a commercially reasonable reason. Developer may assign all rights and obligations under this Agreement without City's prior approval only to an entity controlled and affiliated with

Developer or its members to own, manage and operate the Property or to any lender(s) providing financing for the Project. 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, or any foreclosure or deed in lieu of foreclosure arising therefrom or the transfer of any interest in any investor member of Developer or the replacement of Developer's managing member by an investor member.

2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.

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

R. Environmental.

1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the Project, 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.

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

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

a) Bodily Injury by Accident – 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.

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

A. TID. TID #18 shall be maintained 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.

7. Additional Notice and Cure Rights. In addition to any applicable notice and cure rights for Developer, Developer's investor member shall have the right, but not the obligation, to cure any default hereunder, on the same terms and conditions as the Developer, and such cure will be accepted by the City and RDA as if made by the Developer. In addition, any Lender providing financing for the Project shall have the right, but not the obligation, to cure any default hereunder, on the same terms and conditions as the Developer, and such cure will be accepted by the City and RDA as if made by the Developer. City and RDA shall send all notices of default under this Agreement to investor member and to any lender(s) who have requested such notice(s) in writing.

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, including withholding of PayGo payments to the Developer until temporary defaults are remedied to the satisfaction of the City.;

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 Available 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. 2. 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. Except as otherwise provided herein, 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.

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 January 1, 2023 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:
Bay City Lofts, LLC
c/o Gorman & Company, LLC
200 North Main Street
Oregon, WI 53575
e-mail: bswanton@gormanusa.com
phone: 608-835-3900

with copies to:
Reinhart Boerner Van Deuren s.c.
Attention: Stephen Elliott
1000 North Water Street, Suite 1700
Milwaukee, WI 53202
e-mail: selliott@reinhartlaw.com
phone: 414-298-8257

CREA Bay City Lofts, LLC

Attention: Asset Management
30 South Meridian Street, Suite 400
Indianapolis, IN 46204

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:

BAY CITY LOFTS, LLC

By Bay City Lofts MM, LLC, its managing member

By GEC Bay City Lofts, LLC, its manager

By Gorman & Company, LLC, its manager

By: _____
Michael Redman, Secretary

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

Personally came before me this _____ day of _____ 2023, the above named Michael Redman , as Secretary of Gorman & Company, LLC, manager of GEC Bay City Lofts, LLC, manager of Bay City Lofts MM, LLC, managing member of BAY CITY LOFTS, 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 _____ 2023, 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 _____ 2023 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 _____

EXHIBIT A
Property Map

EXHIBT B
Legal Description

Lot 1 of Certified Survey Map No. 5146, recorded April 3, 1996 in Volume 33 of Certified Survey Maps on pages 272-274, as Document No. 1492295, corrected by Affidavit recorded April 18, 1996 as Document No. 1494748, said map being part of Government Lots 2 and 3, and part of the Southeast 1/4 of the Northwest 1/4 of Section 33, Township 24 North, Range 21 East, in the City of Green Bay, East side of the Fox River, County of Brown, State of Wisconsin.

For informational purposes only:
Property Address: Situated on University Avenue, Green Bay, WI
Tax Key Number: 21-1249-1-3

EXHIBIT C
Preliminary Concept Plan

DEVELOPMENT AGREEMENT 23-___

BAY CITY LOFTS UNIVERSITY AVENUE REDEVELOPMENT

This Development Agreement is made this ___th day of June, 2023,
by THE CITY OF GREEN BAY, a Wisconsin municipal corporation ("City"),
THE REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY ("RDA"),
and BAY CITY LOFTS, 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:

Tax Parcel	Address	Acres	Assessed Value
21-1249-1-3	2510 University Ave.	1.837	$289,400

B. The parcel listed above shall be referred to as the "Property." The Property comprises approximately one and eight hundred thirty-seven thousandths (1.837) 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:

> Constructing a 4-story multi-family residential building with some first-floor office space to facilitate an agreement with Lutheran Social Services of Wisconsin and Upper Michigan, Inc. ("LSS") to provide services to the community. The proposed project includes the development 48 residential units (13 one-bedroom units, 24 two-bedroom units, and 11 three-bedroom townhouse units). Ground floor space includes common spaces for residents, private residences, and office space for LSS.

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

D. As of January 1, 2023, the Property and improvements thereto have an aggregate assessed value of Two Hundred Eighty-Nine Thousand Four Hundred Dollars ($289,400) which based on the assessed tax rates in effect as of January 1, 2023, the Property and improvements thereto yields approximately:

1. Five Thousand Four Hundred and Five dollars ($5,405.99) in total gross real estate taxes annually (assessed mill rate of $18.68);

2. Five Thousand Four Hundred and Five dollars ($5,405.99) 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 $18.68); and

3. Two Thousand One Hundred Ninety-Three Dollars ($2,193.65) in real estate taxes to the City of Green Bay annually (assessed mill rate of $7.58).

E. Upon completion of the proposed Project, the City estimates the aggregate assessed property value of the Property and the proposed Private Improvements (defined herein) to be at least Three Million Dollars ($3,000,000), which is anticipated to yield additional real estate taxes of approximately:

1. Fifty-Six Thousand and Forty Dollars ($56,040.00) in total gross real estate taxes annually (assessed mill rate of $18.68);

2. Fifty-Six Thousand and Forty Dollars ($56,040.00) in real estate taxes to the local taxing jurisdictions (total real estate taxes less real estate taxes to the State of Wisconsin) annually (assessed mill rate of $18.68); and

3. Twenty-Two Thousand Seven Hundred Forty Dollars ($22,740.00) in real estate taxes to the City of Green Bay annually (assessed mill rate of $7.58).

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. Developer has requested Tax Incremental Finance ("TIF") assistance from the City and RDA with regard to certain expenses, including, but not limited to; construction of new buildings; or the construction of public works infrastructure, which will constitute qualified expenditures for which TIF assistance may be afforded Developer.

G. 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.

H. In order to induce Developer to undertake the Project in the form approved in accordance with this Agreement, such that it will, as applicable, 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 (defined herein) generated by the Property and the Private Improvements. 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) and any Guaranty Payment (defined below) actually received by the City generated by any increase of value of the Property and the Private Improvements in any tax year above the Base Value. The amount of Available Tax Increment may fluctuate based on the Annual Assessed Value, tax rate, depreciation and other independent factors.

D. "Base Value" means the aggregate assessed value of the Property as of 1/1/2023.

E. "City" means the City of Green Bay, Brown County, Wisconsin.

F. "Concept Plan" means the plan for the Project.

G. "Developer" means BAY CITY LOFTS, LLC, its successors and/or assigns.

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. "Plans and Specifications" means the plans and specifications developed for the Project.

J. "Preliminary Concept Plan" means the initial Concept Plan, a copy of which is attached as EXHIBIT C and which is subject to such changes as Developer, the City or RDA may propose and the City and RDA may accept in its sole discretion.

K. "Private Improvements" means the improvements to be constructed on the Property that are not Public Improvements.

L. "Project" means the Project as defined in the Recitals.

M. "Public Art" means art that shall be accessible to the public, and includes all forms of original creations of visual art, conceived in any medium, material, or combination thereof, including paintings, drawings, stained glass, and murals in any media; statues, bas relief, mobile, kinetic, electronic, neon, or other sculptures; environmental artworks; fountains, arches or other structures intended for ornament; integrated and functional architectural elements of a structure; video and other media-based works; inscriptions, fiber works, carvings, mosaics, photographs, drawings, collages, textile works and prints; crafts, both decorative and utilitarian in clay, fiber, wood, metal, glass, stone, plastic and other materials; artist-designed public spaces and functional elements which are either a part of a larger project or a separate entity in and of itself.

N. "Public Improvements" means the infrastructure improvements in connection with the Project that will ultimately be dedicated to the City 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.

O. "Qualified Expenditures" means any expenditures of Developer for the Project that are eligible for TIF Incentives as defined in Section IV. C. 4.

P. "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.

Q. "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.

R. "TID" means Tax Increment Finance District #18.

S. "TIF" means Tax Increment Financing, as described in Section III below and in particular, Tax Increment Financing relating to the TID.

T. "TIF Incentive" means the incentive as set forth in Section III of this Agreement including specifically the Tax Incentive Cap.

III. FINANCIAL ASSISTANCE

A. Tax Incremental Financing (TIF). Evaluation of the qualification for TIF assistance is 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. The nature of the TIF Incentive available to Developer under this Agreement shall be defined as the following:

1. PAYGo Reimbursement. The City shall provide the 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 and Private Improvements shall have a minimum aggregate assessed value of Three Million Dollars ($3,000,000) on or before January 1, 2025.

   b) Developer shall be responsible to incur and pay all of the upfront costs of the Project and, Qualified Expenditures shall be reimbursed to Developer through the payment of the TIF Incentive in accordance with this Agreement.

   c) The assessed value of the Property and Private Improvements shall be determined on January 1 of each tax year and shall be compared to the assessed value of the Property and Private Improvements as of January 1, 2023. The difference in assessed values shall be known as the "Incremental Property Value."

   d) Incremental Property Value multiplied by the assessed mill rate, , shall be known as the "Available TIF Increment."

   e) Available Tax Increment shall be distributed as follows:

      (I) Developer shall guarantee an annual minimum revenue payment obligation to the City beginning January 1, 2025. This annual minimum revenue obligation shall be no less than the property taxes paid on a $3,000,000 taxable assessed valuation. This obligation may be met through an annual property tax payment. Should the property's assessed value be lower than $3,000,000 in taxable assessed valuation, the Developer shall pay the difference in the current property tax payment and property taxes paid on a $3,000,000 taxable assessed valuation to the City (a "Guaranty Payment"). If the value is higher than $3,000,000, the full property tax payment shall be made to the City.

      (II) Beginning with the 2025 tax year, the City shall make available eighty-five percent (85%) of the annual Available TIF Increment to the Developer until

all Qualified Expenditures, not to exceed the Tax Incentive Cap (defined below), 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.

(III) The City shall utilize ten 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.

(IV) The City shall utilize five percent (5%) 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 Available TIF Increment determination, after Developer has provided proof to the City of the full payment of the real estate taxes, special assessments and special charges against the Real Estate for the previous year. For example, for the 2025 tax year, the Available TIF Increment would be determined as of January 1, 2025 and the PAYGo reimbursement would first be payable in 2026.

2. 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.

3. Assignment. Developer may assign any of its payment rights hereunder to any lender(s) providing financing for the Project and to any future purchaser or developer of any part of the Property upon approval of the RDA, which will not be unreasonably withheld, conditioned or delayed, provided however, that the City shall be obligated only to disburse TIF Incentives to the party with whom the City has a written agreement pursuant to which they agree to assume the rights of Developer hereunder with respect to TIF Incentives. Such written agreement shall be subject to the approval of the RDA and City, which shall not be unreasonably withheld, condition or delayed. 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 Available Tax Increment.

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

a) Monetary Limitation. The TIF Incentive in any year shall not exceed eighty five percent (85%) of the Available Tax Increment for the Property and the Private Improvements.

b) Tax Incentive Cap. The maximum TIF Incentive to be paid by the City for Qualified Expenses incurred and paid by Developer shall not exceed a total $800,000 over the life of the TID.

c) 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.

5. 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, an 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.

6. 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.

7. 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.

B. HOME Grant Funds. The Developer intends to apply for $450,000 of funds from the City's HOME program. Award of these funds will be subject to a separate application and agreement. Approval of this development agreement in no way guarantees the approval of these funds. The Developer shall adhere to all requirements of the City's HOME program as defined in separate agreements to be approved by the RDA.

C. Large-Scale Affordable Housing Loan Program (SLFRF). The Developer intends to apply for a $450,000 loan through the Large-Scale Affordable Housing Loan Program. The Developer shall adhere to all requirements of the City's Large-Scale Affordable Housing Loan Program as defined in a separate loan agreement to be approved by the RDA.

D. 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. Any additional funding from such sources shall be subject to the approval of Developer and will be structured to avoid adverse tax consequences for Developer and its members.

IV. OBLIGATIONS OF DEVELOPER

A. Concept Plan. Prior to July 1, 2023, 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, 2023, and prior to commencement of construction 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, 2023, 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 Ten Million Dollars ($10,000,000) 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 $30,000, 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) Enhanced stormwater management costs allowing for better building design and improving the overall function of the site.

f) Costs related to the installation of environmentally sustainable infrastructure and practices in the project.

g) Site improvements related to providing access to public transit or alternative transportation options.

h) Enhanced pedestrian, bicycle, and streetscape improvements beyond basic code requirements as approved by the RDA.

i) 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.

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

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

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

2. The acceptance of this Agreement and granting of any and all approvals, licenses, and permits by the City shall not obligate the City to grant any variances, exceptions, or conditional use grants, or approve any building or use the City determines not to be in compliance with the municipal codes and ordinances of the City, or in the best interests of the City or the RDA.

F. Proof of Equity. Developer shall have in place and shall provide the City and RDA no later than August 1, 2023, proof of equity in the form of the value of the Property and any private equity contributions from Developer's members, 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.

G. Proof of Financing. By no later than August 1, 2023, Developer shall have delivered proof satisfactory to the City and RDA of financing, which after injection of the Developer equity into the Project, will be sufficient in the determination of the City and RDA, to complete the Project according to the plans and specifications.

H. Acquisition of Property. By August 1, 2023, 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. Intentionally Deleted.

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, 2023. Construction shall be substantially completed no later than December 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 with one hard copy and one digital copy.

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 relating to such transfer sixty (60) days before the contemplated transfer for approval by the City and RDA Such requests shall only be denied for a commercially reasonable reason. Developer may assign all rights and obligations under this Agreement without City's prior approval only to an entity controlled and affiliated with

Developer or its members to own, manage and operate the Property or to any lender(s) providing financing for the Project. 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, or any foreclosure or deed in lieu of foreclosure arising therefrom or the transfer of any interest in any investor member of Developer or the replacement of Developer's managing member by an investor member.

2. No Transfer to Exempt Entities. Prior to the closure of the TID, the Property shall not be sold, transferred or conveyed to, leased, or owned by any entity or used in any manner that would render any part of the Project Property exempt from taxation, unless the purchaser, transferee, lessee or owner first executes a written agreement with the City and RDA in a form satisfactory to the City providing for acceptable payments to the City in lieu of taxes.

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

R. Environmental.

1. Presence of Hazardous Materials and Compliance with Environmental Laws. Before commencement of the Project, 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.

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

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

a) Bodily Injury by Accident – 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.

VI. CONDITIONS PRECEDENT TO OBLIGATIONS OF DEVELOPER

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

A. TID. TID #18 shall be maintained 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.

7. Additional Notice and Cure Rights. In addition to any applicable notice and cure rights for Developer, Developer's investor member shall have the right, but not the obligation, to cure any default hereunder, on the same terms and conditions as the Developer, and such cure will be accepted by the City and RDA as if made by the Developer. In addition, any Lender providing financing for the Project shall have the right, but not the obligation, to cure any default hereunder, on the same terms and conditions as the Developer, and such cure will be accepted by the City and RDA as if made by the Developer. City and RDA shall send all notices of default under this Agreement to investor member and to any lender(s) who have requested such notice(s) in writing.

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, including withholding of PayGo payments to the Developer until temporary defaults are remedied to the satisfaction of the City.;

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 Available 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. 2. 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. Except as otherwise provided herein, 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.

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 January 1, 2023 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:
Bay City Lofts, LLC
c/o Gorman & Company, LLC
200 North Main Street
Oregon, WI 53575
e-mail: bswanton@gormanusa.com
phone: 608-835-3900

with copies to:
Reinhart Boerner Van Deuren s.c.
Attention: Stephen Elliott
1000 North Water Street, Suite 1700
Milwaukee, WI 53202
e-mail: selliott@reinhartlaw.com
phone: 414-298-8257

CREA Bay City Lofts, LLC

Attention: Asset Management
30 South Meridian Street, Suite 400
Indianapolis, IN 46204

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:

BAY CITY LOFTS, LLC

By Bay City Lofts MM, LLC, its managing member

By GEC Bay City Lofts, LLC, its manager

By Gorman & Company, LLC, its manager

By: _____
Michael Redman, Secretary

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF DANE)

Personally came before me this _____ day of _____ 2023, the above named Michael Redman , as Secretary of Gorman & Company, LLC, manager of GEC Bay City Lofts, LLC, manager of Bay City Lofts MM, LLC, managing member of BAY CITY LOFTS, 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 _____ 2023, 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 _____ 2023 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 _____

EXHIBIT A
Property Map

EXHIBT B
Legal Description

Lot 1 of Certified Survey Map No. 5146, recorded April 3, 1996 in Volume 33 of Certified Survey Maps on pages 272-274, as Document No. 1492295, corrected by Affidavit recorded April 18, 1996 as Document No. 1494748, said map being part of Government Lots 2 and 3, and part of the Southeast 1/4 of the Northwest 1/4 of Section 33, Township 24 North, Range 21 East, in the City of Green Bay, East side of the Fox River, County of Brown, State of Wisconsin.

For informational purposes only:
Property Address: Situated on University Avenue, Green Bay, WI
Tax Key Number: 21-1249-1-3

EXHIBIT C
Preliminary Concept Plan

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

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # M.1

To deny the request by Will Liebergen to appeal the storm water charges for the parcel at 1026 North Broadway and issue a ten percent (10%) credit as allowed by City of Green Bay ordinance upon receipt of the required application (held from the May 31, 2023 Improvement & Services meeting).

BACKGROUND

The City's Storm Water Utility charges storm water fees to properties based on impervious area for the operation and maintenance of the storm sewer and storm water management systems across the City. Section 42-203 (f), Green Bay Municipal Code (GBMC) provides for credits to be provided to property owners for portions of a property that discharge directly to the waters of Green Bay, the Fox River, or East River. Mr. Liebergen believes that his on-site storm water management pond functions as an infiltration basin, allowing for infiltration of precipitation directly to the groundwater. As such, storm water would not be discharged to the City storm sewers. Mr. Liebergen therefore requests that the storm water charges for this property be rescinded.

A review of the approved site plan for the property shows that the storm water management device for the property is a biofilter, not an infiltration basin. The primary difference for this discussion is that while an infiltration basin allows for infiltration of precipitation to the ground water system, the biofilter collects that precipitation after filtering out the pollutants, and then discharges that water directly into the City's storm sewer system. As the water is still being discharged to storm sewer, the credit is not applicable.

RECOMMENDATION

Refer to staff

FISCAL IMPACT

ATTACHMENTS

1. Will Liebergen 1026 North Broadway

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

MEETING DATE	PREPARED BY
May 31, 2023	

AGENDA ITEM # E.3

Consideration with possible action on request by Will Liebergen to appeal the storm water charges for the parcel at 1026 North Broadway.

BACKGROUND

The City's Storm Water Utility charges storm water fees to properties based on impervious area for the operation and maintenance of the storm sewer and storm water management systems across the City. Section 42-203 (f), Green Bay Municipal Code (GBMC) provides for credits to be provided to property owners for portions of a property that discharge directly to the waters of Green Bay, the Fox River, or East River. Mr. Liebergen believes that his on-site storm water management pond functions as an infiltration basin, allowing for infiltration of precipitation directly to the groundwater. As such, storm water would not be discharged to the City storm sewers. Mr. Liebergen therefore requests that the storm water charges for this property be rescinded.

A review of the approved site plan for the property shows that the storm water management device for the property is a biofilter, not an infiltration basin. The primary difference for this discussion is that while an infiltration basin allows for infiltration of precipitation to the ground water system, the biofilter collects that precipitation after filtering out the pollutants, and then discharges that water directly into the City's storm sewer system. As the water is still being discharged to storm sewer, the credit is not applicable.

RECOMMENDATION

Staff recommends denial of the request.

FISCAL IMPACT

ATTACHMENTS

1. 1026 N Broadway
2. Section 42-203 GBMC

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

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # M.2

To receive and place on file the request by Ald. Galvin to study the potential negative impact on City parking facilities, especially parking ramps, due to the increased vehicle weight of electric vehicles.

BACKGROUND

As Electric Vehicles (EVs) become more prominent in use across the country, municipalities are having to re-evaluate infrastructure needs and demands due to the extra weight of the EVs. EVs typically run 3,000 to 5,000 pounds heavier than their gasoline-powered counterpart vehicles. This added weight, resulting mainly from the batteries, places additional demand on infrastructure. For structures that may have been designed using lighter live loads, the increased weight from EVs may represent a threat to the structural integrity of the infrastructure.

RECOMMENDATION

Staff recommends this item be referred to staff for study, with a report back to the Committee when the study has been completed.

FISCAL IMPACT

ATTACHMENTS

None

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

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # M.3

(a) To approve the purchase of a tilt bed trailer from Trail King Industries, Inc. in the amount of $43,007.50 using approved ARPA funding.
(b) To hold the purchase of a trailer-mounted air compressor

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

$43,007.50

ATTACHMENTS

1. Tilt Bed Trailer Quote
2. Tilt Bed Trailer Backround and Recommendation
3. Copy of P185 SOURCEWELL QUOTE CITY OF GREEN BAY 5-24 -2023

TRAIL KING Industries, Inc.

300 East Norway
Mitchell, SD 57301
Ph: (800) 843-3324
Fax: (605) 995-6500

2130 3rd Ave. NW
West Fargo, ND, 58078
Ph: (800) 762-5557
Fax: (701) 282-3039

1200 Gehl Drive
Yankton, SD 57078
Ph: (605) 665-8415
Fax: (605) 665-0810

www.trailking.com

Quote #: TK-79145.00.00

To:	ARING EQUIPMENT CO, INC. 5005 CAKE PARKWAY DEFOREST, Wisconsin 53532	**Ref:**	TKT40LP City of Green Bay Sourcewell 092922-TKI
Attn:	Scott Shield	**Contact:**	Bill Soll
Phone:	920-366-1262	**Phone:**	712-253-4854
Fax:		**Fax:**	
Email:	sshield@aring.com	**Email:**	bsoll@trailking.com
PO #:		**Est. Comp.**	October 2023
Issued:		**Expires:**	June 14, 2023
		FOB:	

TKT40LP Tilt Trailer; 40,000 lbs. capacity

11330-TKT40LP

11330 - STANDARD EQUIPMENT
Tilted deck slope - 12 degree
Structural steel main frame

Rubber mounted sealed lights with sealed harness system
Red and white conspicuity markings

11330-Base

Item #	Category	Description	Weight (lbs)	Qty	Unit Price	Total
11330	Open Deck	TKT40LP Tilt Trailer; 40,000 lbs. capacity				
13914	Hitch	Standard pintle plate				
14485	Hitch	5' Tongue, pintle eye with adjustable coupler; 18.5" - 30" Hitch Height (Loaded)				
14487	Hitch	Safety chains with hooks				
14488	Hitch	Lockable tool box				
13994	Landing Gear	25k Single 2-speed				
13918	Deck Length	28' Overall deck (4' stationary and 24' tilt deck)				
14489	Deck Width	102" overall width				
11344	Deck Lock	Dual air deck locks operated with one switch (requires air supply)				
14491	Main Deck	33" Loaded deck height				
14493	Main Deck	4" Safety headboard				
14495	Main Deck	Two (2) 3.5" Bore Hydraulic cushioning cylinders				

TRAIL KING Industries, Inc.

300 East Norway
Mitchell, SD 57301
Ph: (800) 843-3324
Fax: (605) 995-6500
www.trailking.com

2130 3rd Ave. NW
West Fargo, ND, 58078
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Fax: (701) 282-3039

1200 Gehl Drive
Yankton, SD 57078
Ph: (605) 665-8415
Fax: (605) 665-0810

14496	Main Deck	Floor plate on fold-down approach plate and underride protection	
15798	Main Deck	12" Manufactured I-beam Mainframe	
15800	Main Deck	4" Full width I-beam crossmembers 11" OC on Tilt Bed	
15802	Main Deck	7" Mill Channel Outer Rail	
11345	Decking	1 3/8" Apitong (raised)	
13097	Tie Downs	9 Pair D-rings (2 stationary deck, 7 tilt deck)	
13939	Suspensions / Axles	2 Axle H9700 Spring Suspension (TKT24/40)	
14499	Suspensions / Axles	(2) 22,500 lb. capacity axles	
14501	Axle Spacing	49" Axle spacing	
15734	Brakes	Air Brakes 4S2M (12 1/4 x 7 1/2)	
08182	Wheels (inside)	6.75 x 17.5 8-hole steel disc wheel	6
08182	Wheels (outside)	6.75 x 17.5 8-hole steel disc wheel	6
10058	Spare Wheel	No Spare Wheel	
16602	Tires	Provider 235/75R17.5 - 18 ply (tire only) (per tire) ILO Std Provider 215/75R17.5 - 16 ply	8
10059	Spare Tires	No spare tire	
14507	Flaps, Mud Guards & Fenders	Mudflaps	
14503	Lights / Electrical	Grote Electrical system (meets DOT regulations)	
14504	Lights / Electrical	LED lights	
11356	Lights / Electrical	(2) Strobe lights in tail channel with switch, ILO 3rd tailight package	
15753	Lights / Electrical	7 Pole round electrical plug (must select with air brake option)	
14508	Document Holder	Registration holder	
08024	Paint	S7203 Black with white decals	

TRAiL KiNG Industries, Inc.

300 East Norway
Mitchell, SD 57301
Ph: (800) 843-3324
Fax: (605) 995-6500
www.trailking.com

2130 3rd Ave. NW
West Fargo, ND, 58078
Ph: (800) 762-5557
Fax: (701) 282-3039

1200 Gehl Drive
Yankton, SD 57078
Ph: (605) 665-8415
Fax: (605) 665-0810

17866 Paint Zinc-rich primer

11330-Additional Options

Item #	Category	Description	Weight (lbs)	Qty	Unit Price	Total
11353	Miscellaneous	Air operated approach plates (requires air supply)				
201466	Custom Options	201466 TKTLP - (2 steps, (1) between the first and second axles, on each side				
201500	Custom Options	201500 TKT40LP - Grouser bars 10 ea. 5 per side width of decking section. To be placed on front and back side of wheel covers & the rear of decking section.				

Unit Sale Price:	
F.E.T:	$0.00
Freight:	$0.00
Total Unit Sale Price:	41,607.50
Quantity of Units:	1
Total Sale Price:	41,607.50
Net Due:	41,607.50

Prices in US Dollars

Sign Here: _____ **Date:** _____

** Freight charge to be determined at time of shipment.**

Approved change orders will be subject to a change order fee.

** Freight and PDI to be established at $1400.00
For Total of $43,007.50

Terms and Conditions

TRAIL KING Industries, Inc.

300 East Norway
Mitchell, SD 57301
Ph: (800) 843-3324
Fax: (605) 995-6500

2130 3rd Ave. NW
West Fargo, ND, 58078
Ph: (800) 762-5557
Fax: (701) 282-3039

1200 Gehl Drive
Yankton, SD 57078
Ph: (605) 665-8415
Fax: (605) 665-0810

www.trailking.com

- Prices effective 2/14/2022. Prices and specs subject to change without notice.
- Order pricing and specifications finalized at 16 week window.
- All orders and terms subject to credit approval.
- Federal Excise Tax calculated on selling price to non-exempt end user.
- Non-Standard production units require 20% down payment.
- Fifth-wheel trailers may require 10% down payment to secure productions slot.
- Promised Date subject to change under following conditions:
    1. Change in customer credit status.
    2. Approval drawing not signed promptly.
    3. Down payment not received promptly.
    4. Customer change order modifying design, manufacturing or sourcing time.

City of Green Bay
DPW - Operations

Memo

To: Steve Grenier
Director of Public Works

From: Nathan Wachtendonk
Fleet Manager

Date: June 6, 2023

Re: Tandem Axle Tilt Bed Trailer

Background:

The Department of Public Works utilizes trailers for hauling equipment and other large bulky items throughout the City, additionally, DPW's shares the use of trailers with other departments. As DPW grows and with the changing size and weight of equipment, the need for a mid-sized capacity trailer with more maneuverability is necessary.

Recommendation:

To purchase (1) Trail King TKT40LP tandem axle tilt bed trailer from Airing Equipment off the Sourcewell Contract # 092922-TKI for $43,007.50 which includes delivery, warranty and operator training.

Clark Equipment Company DBA Doosan Portable Power

1293 Glenway Drive
Statesville, NC 28625
Phone: 704-883-3500
Fax: 704-883-3770
www.doosanportablepower.com

COMPANY:	CITY OF GREEN BAY			DATE:	5/25/2023
CONTACT:	Nathan Wachtendonk			CUST. PO#	**QUOTE**
ADDRESS:	519 S Oneida Street			CUST. ACCT. #	**326255**
CITY, ST, ZIP:	Green Bay	WI	54303	PHONE #	
EMAIL:	nathan.wachtendonk@greenbaywi.gov			QUOTE #	PCD75376
SHIP TO:				FOB:	Statesville, NC
ADDRESS:				PREPAID: ( )	
CITY, ST, ZIP:				COLLECT: ( )	

QUANTITY	DESCRIPTION	LIST PRICE	SOURCEWELL PRICE
1	P185/HP150WDO-T4F (STANDARD UNIT, NO OPTIONS)	$ 35,330.00	$ 22,611.20
	BLOCK HEATER	$ 251.67	$ 161.07
	EXTRA DISCOUNT		$ (511.52)
	SOURCEWELL CONTRACT # 041719-CEC		
	SOURCEWELL MEMBER # 25917		
	FOR : CITY OF GREEN BAY		
	DEALER PD & DELIVERY (PRE DELIERVEY INSPECTION) (DEALER ROLAND EQ		$ 850
	FREIGHT TO WI (FROM FACTORY IN NC)		$ 505
	SURCHRAGE		$ 1,605.44
	INVOCIE TO BE MADE OUT TO ROLAND EQUIPMENT		
	Lead time: UNIT IN STOCK - 510436UBAHH87		
		TOTAL EACH	$ 25,221.19
CUSTOMER SIGNATURE:		QTY	$ 1
* Availability subject to change. Please confirm lead time before ordering.		EXT TOTAL	$ 25,221.19

IF TAX EXEMPT, FURNISH TAX EXEMPTION CERTIFICATE FOR DOOSAN FILES

MEMO: Please note that the leadtime is subject to change.

GENERAL TERMS AND CONDITIONS OF SALE

1. GENERAL
Unless otherwise expressly notified by Doosan Infracore Portable Power (DIPP), in writing, all of CUSTOMER's order acknowledgments by DIPP and all sales made by DIPP to CUSTOMER shall be governed by these general terms and conditions of sale, which supersede and replace, in all respects, any general terms and conditions of purchase proposed by CUSTOMER. DIPP hereby gives notice of its objection to any additional or different terms included in any purchase order or other form submitted by CUSTOMER. Such additional or different terms shall not be included in this contract.

2. PRICES
(a) Unless otherwise specifically stated by DIPP, prices are in accordance with DIPP's price list in effect at the time of delivery, in U.S. dollars, and do not include the cost of special packing, insurance fees, taxes or duties, or any other charges which may be applicable to the sale, export or import of the goods.
(b) All prices are subject to alteration to conform with the published prices in effect at the date of delivery. Such prices are subject to increase by DIPP at any time upon thirty (30) days notice.

3. SHIPMENT
(a) Unless specified by CUSTOMER, DIPP shall select the method of transportation, including place or places of storage, if necessary, in accordance with the shipping conditions current at the time of or during shipment. Upon CUSTOMER's request and subject to availability, DIPP will arrange to obtain ocean freight space, marine insurance (which shall include standard warehouse to warehouse coverage), war risk insurance and forwarder's services. All such charges shall be payable by CUSTOMER.
(b) All shipments are made for CUSTOMER's account. If shipments are delayed because of delayed payments or insufficient or delayed shipping instructions from CUSTOMER, CUSTOMER shall be charged for storage costs beginning one month after DIPP's notice that the PRODUCTS ordered are ready for shipment and, if PRODUCTS are stored in DIPP's factory, such charge shall be not less than one-half percent (1/2%) per month of the amount invoiced.
(c) Partial shipments may be made and payments therefore shall become due in accordance with the terms hereof, as shipments are made and invoices rendered.
(d) Claims for shortages must be made by CUSTOMER immediately upon receipt of goods.

4. DELIVERY DATE
(a) All dispatch, shipping and delivery dates are estimates only and all such estimates are given on the understanding that CUSTOMER will promptly give all necessary instructions or information to DIPP, including satisfactory assurance to DIPP that CUSTOMER will be able to comply with the agreed terms of payment.
(b) DIPP shall not be liable for loss or damage due to delay in delivery or manufacture resulting from any cause beyond DIPP's reasonable control, including but not limited to, compliance with any government regulations or orders, acts of God, acts or omissions of CUSTOMER, fire, strikes, and factory shut-down. Any delay resulting from any such cause shall constitute cause for extended delivery dates and shall not entitle CUSTOMER to cancel its order.

5. TITLE AND RISK OF LOSS

Title and risk of loss or damage to the PRODUCTS shall pass to CUSTOMER upon tender of delivery F.O.B. DIPP'S manufacturing facility, even if transportation or shipping costs are payable by DIPP, unless otherwise agreed upon by the parties, except that a security interest in the PRODUCTS shall remain in DIPP, regardless of mode of attachment to realty or other property, until full payment has been made therefore. CUSTOMER agrees upon request to do all things and acts necessary to perfect and maintain such security interest and shall protect DIPP'S interest by adequately insuring the PRODUCTS against loss or damage from any cause wherein DIPP shall be named as a loss payee.

6. WARRANTY
DIPP warrants each new PRODUCT sold by it hereunder shall be free from defects in material and workmanship for the periods of time specified in the applicable warranties of DIPP for such PRODUCTS, which are incorporated herein by reference. This warranty shall be conditioned upon:
(a) The return of the defective parts (transportation charges prepaid), if DIPP so desires; and
(b) Recognition by DIPP of the warranty claims as justified.

The warranty does not cover normal wear and tear, damages due to overloading or other misuse or due to negligence in service or maintenance, climatic influence or acts of God, nor does the warranty apply to machines or accessories or attachments which have been repaired or altered without DIPP's consent.

DIPP's obligation under the warranty is expressly limited to the replacement or repair of such part or parts which have proven to be defective.

DIPP does not bear any transportation costs of parts or assemblies in connection with warranty service.

Parts and accessories used in the PRODUCTS, but not manufactured by DIPP, shall be subject to the warranty regulations of the manufacturer.

THE FOREGOING WARRANTY IS EXCLUSIVE. DIPP DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DIPP SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OR INTERRUPTION OF BUSINESS, LOST PROFITS AND LOSS OF USE, WHETHER BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF DIPP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF DIPP WITH RESPECT TO THE PRODUCTS FURNISHED HEREUNDER SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS UPON WHICH SUCH LIABILITY IS BASED.

7. ASSIGNMENT
DIPP may assign any contract of sale, any individual right thereunder or the receivable resulting therefrom, to any third party without CUSTOMER's consent.

8. PAYMENT
(a) Except as otherwise agreed, standard terms of payment shall be cash or a confirmed irrevocable letter of credit (to be confirmed at a bank acceptable to DIPP), for the entire purchase price payable in full upon delivery of the PRODUCT. Any deviation from such standard payment terms shall be subject to DIPP's credit approval with respect to the terms of any credit or deferred payment.
(b) In the event of CUSTOMER failing to pay the full amount due on the stated maturity date, CUSTOMER shall pay to DIPP late interest on the unpaid portion of the purchase price at the annual rate of 2% over the prime rate as established by the Federal Reserve in effect on the date of the unpaid invoice for CUSTOMERS located in the United States, Canada or Mexico and five percent (5%) over London Interbank Rate (LIBOR) in effect on the date of the unpaid invoice for all other CUSTOMERS.
(c) It is expressly agreed that in case of nonpayment or delayed payment, the amount due is automatically increased by ten percent (10%) as liquidated damages; in addition, all legal costs (including attorney's fees) incurred by DIPP as a result of CUSTOMER's nonpayment or delayed payment shall be borne by CUSTOMER.
(d) If, prior to payment, CUSTOMER's financial position is, in DIPP's reasonable judgment, deteriorating, DIPP shall, upon its request be granted adequate security.
(e) CUSTOMER alleging a counterclaim may not withhold payment or offset against payments owed to DIPP, unless CUSTOMER's counterclaim is undisputed by DIPP or adjudicated by a final court decision.
(f) If, in the event of an installment sale, CUSTOMER should fail to pay one of the installments within eight (8) days after the stated maturity date, the outstanding aggregate balance shall accelerate and fall due immediately.
(g) DIPP may, in its sole discretion, accept drafts, bills of exchange, promissory notes or other negotiable payment instruments in lieu of payment; however, they constitute payment only when honored by CUSTOMER. Fees and taxes incurred in connection with such instruments or a protest thereof shall be borne by CUSTOMER. In case such instruments are protested or turn out not to be rediscountable, DIPP may return them to CUSTOMER and demand immediate cash payment
(h) DIPP reserves the right to allocate payments made by CUSTOMER against any amounts due from DIPP's business relations with CUSTOMER, irrespective of the purpose of the payment stipulated by CUSTOMER.

9. EXPORT AND RESALE RESTRICTIONS
CUSTOMER will not sell or export the PRODUCTS, or knowingly sell the PRODUCTS for export, to persons or territories prohibited by the export laws of the United States of America.

10 NO WAIVER
No waiver, modification or addition to any of the above terms and conditions will be binding, unless in writing by DIPP, and no waiver of one breach will operate as a waiver of any subsequent breach.

11. CHOICE OF LAW AND JURSIDICTION
These terms and conditions shall be construed, and the legal relations between CUSTOMER and DIPP shall be determined, in accordance with the substantive laws of the State of North Carolina for CUSTOMERS located in the United States, Canada or Mexico and in accordance with the substantive laws of Ireland for all other CUSTOMERS, except that any rules with respect to conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods shall not apply. All disputes arising in connection with any order by any CUSTOMER located in the United States, Canada or Mexico hereunder shall be finally settled by arbitration conducted in Charlotte, North Carolina under the Rules of the American Arbitration Association by one or more arbitrators appointed in accordance with such rules. All disputes arising in connection with any order by all other CUSTOMERS hereunder shall be finally settled by arbitration conducted in Dublin, Ireland under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with such rules.

12. CANCELLATION
CUSTOMER may cancel its order, reduce quantities, revise specifications or extend schedules only by mutual agreement with DIPP as to reasonable and proper cancellation charges which shall take into account expenses already incurred and commitments made by DIPP, and CUSTOMER shall indemnify DIPP against any loss resulting therefrom.

13. PATENTS AND TRADEMARKS
DIPP shall defend, or in its sole discretion, effect settlement of any litigation or claim brought against CUSTOMER so far as based on a contention that any PRODUCT of DIPP's design sold to CUSTOMER by DIPP constitutes an infringement of any patent, or on a contention that the DIPP trademarks infringe upon the rights of third parties, provided that DIPP is notified promptly in writing of such litigation or claim and is given the authority, information and assistance (at DIPP's expense) reasonably requested by DIPP for the defense or settlement of same. In such event DIPP shall pay any final and non-appealable judgment and any costs awarded against CUSTOMER in any such litigation to the extent such judgment or costs relate solely to such alleged patent or trademark infringement. The foregoing states the entire liability of DIPP for patent and trademark infringement by any PRODUCT. CUSTOMER agrees to hold DIPP harmless from all liability and litigation expense based upon alleged infringement of any patent or other intellectual property right resulting from equipment added to or changes made in PRODUCTS after they have left DIPP's plant or based on designs furnished by CUSTOMER.

14. SPECIFICATIONS AND IMPROVEMENTS
Unless expressly otherwise provided, DIPP's specifications concerning PRODUCTS are subject to change by DIPP in the course of manufacture without notice to CUSTOMER. It is DIPP's policy to constantly strive to improve its PRODUCTS. DIPP therefore reserves the right to make changes in design, and other changes, whenever DIPP believes its PRODUCTS will be improved thereby, but without any obligation to incorporate any such changes retroactively.

15. TOOLS

The title and right to and possession of any tools, dies, jigs, fixtures or patterns shall remain in DIPP, whether or not the cost, or any part thereof, is charged to CUSTOMER, unless DIPP otherwise specifically agreed in writing.

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

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # M.4

To amend the agenda item from one (1) Bobcat Toolcat to two (2) Bobcat Toolcats and to approve the purchase of two (2) Bobcat Toolcat utility vehicles and attachments from Bobcat Plus, Inc. as follows:
(a) One (1) Bobcat Toolcat and attachments to replace Unit 753 in the amount of $71,183.63 using bonded funds
(b) One (1) Bobcat Toolcat and attachments, new to the fleet, in the amount of $76,891.23, using previously approved ARPA funds
for a total expenditure of $148,074.86.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

$148,074.86

ATTACHMENTS

1. Toolcats and Attachments Req
2. GREEN BAY- UW56X2WITHMOWER-ND-00094

City of Green Bay
DPW - Operations

Requestion Request

To: Beth Nadolski Spears
Public Works Supervisor

From: Nathan Wachtendonk
Fleet Manager

Date: June 5, 2023

Re: **Toolcats and Attachments**

Item: (2) Toolcats w/attachments.

Cost: $148,375.86 per attached quote# ND-00094

Vendor: Bobcat Plus

Account# 427503E-55140

Delivery: DPW West Side Garage

Background:

The Department of Public Works utilizes sidewalk tractors year-round for various core functions including snow removal, litter cleanup, yard waste collection and grass cutting. Unit 753, a 2008 Bobcat Toolcat has reached its maximum service life and the replacement has been approved in the 2023 budget. Additionally, to meet the growing demands of the department and to increase the level of service, a second Toolcat and attachments has been approved for purchase in 2023.

Recommendation:

To purchase (2) Bobcat UW56 Toolcats, (2) sets of pallet forks, (2) 68” buckets and (1) 72” mower from Bobcat Plus off the Sourcewell Contract #040319-CEC totaling $148,074.86 which includes delivery, setup, warranty, and operator training.

Product Quotation

Quotation Number: ND-00094
Date: 2023-06-02 12:39:04

Customer Name/Address:	Bobcat Delivering Dealer	ORDER TO BE PLACED WITH: Contract Holder/Manufacturer
City of Green Bay DPW **Attn: Nathan Wachtendonk** **519 South Oneida St** **GREEN BAY, WI 54303** **Phone: (920) 492-3751** **Fax: (920) 492-3747** **Email:** **nathanwa@greenbaywi.gov**	**Bobcat Plus, Inc., DePere, WI** **1372 MID VALLEY DR.** **DEPERE WI 54115** **Phone: 920-983-2100** **Fax: 920-983-9137**	**Clark Equipment Co dba Bobcat Company** **250 E Beaton Dr,** **West Fargo, ND 58078** **Phone: 701-241-8719** **Fax: 855-608-0681** **Contact: Heather Messmer** **Heather.Messmer@doosan.com**

Description	Part No	Qty	Price Ea.	Total
Bobcat UW56	**M1225**	**1**	**$58,459.20**	**$58,459.20**
Adjustable Vinyl Seats **All-Wheel Steer** **Automatically Activated Glow Plugs** **Auxiliary Hydraulics** • Variable Flow with dual direction detent Beverage Holders Bob-Tach Boom Float Cargo Box Support Cruise Control Speed Management Enclosed Cab with HVAC Dual Port USB charger Lower Engine Guard Limited Slip Transaxle Engine and Hydraulic Monitor with Shutdown Front LED Work Lights Full-time Four-Wheel Drive Horsepower Management • Roll Over Protective Structure (ROPS) . Meets Requirements of SAE-J1040 & ISO 3471 • Falling Object Protective Structure (FOPS) . Meets Requirements of SAE-J1043 & ISO3449, Level I Dome Light	**Hydraulic Dump Box** **Instrumentation: Standard 5" Display with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, and security lockouts.** **Joystick, Manually Controlled with Lift Arm Float** **Lift Arm Support** **Parking Brake, automatic** **Power Steering with Tilt Steering Wheel** **Radiator Screen** **Rear Receiver Hitch** **Seat Belts, Shoulder Harness** **Spark Arrestor Muffler** **Suspension, 4-wheel independent** **Tires: 27 x 10.5-15 (8 ply), Lug Tread** **Toolcat Interlock Control System (TICS)** **Two-Speed Transmission** **Machine Warranty: 12 Months, unlimited hours** **Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty**			
24 Month Protection Plus (2000 Hours)	**9974353**	**1**	**$600.00**	**$600.00**
Deluxe Road Package **Deluxe Road Package includes: Backup Alarm, Turn Signals, Flashers, Tail Lights, Brake Lights, Rear view mirror, Side Mirrors, Horn, Rear work lights, and headlights**	**M1225-P01-C01**	**1**	**$2,364.00**	**$2,364.00**
High Flow Package	**M1225-R03-C02**	**1**	**$1,388.80**	**$1,388.80**
Heavy Duty Battery	**M1225-R07-C02**	**1**	**$80.00**	**$80.00**
Attachment Control	**M1225-R08-C02**	**1**	**$204.00**	**$204.00**
Power Bob-Tach	**M1225-R14-C03**	**1**	**$920.00**	**$920.00**
Radio Option	**M1225-R15-C02**	**1**	**$452.00**	**$452.00**
Traction Control	**M1225-R16-C02**	**1**	**$484.00**	**$484.00**
Rear View Camera	**M1225-R20-C01**	**1**	**$300.00**	**$300.00**
Engine Block Heater	**M1225-A01-C02**	**1**	**$116.00**	**$116.00**
Interior Trim	**M1225-A01-C04**	**1**	**$172.00**	**$172.00**
68" Heavy Duty Bucket	**7272679**	**1**	**$1,301.12**	**$1,301.12**

--- Bolt-On Cutting Edge, 68"	6718006	1	$278.01	$278.01
		Total for this Machine		$67,119.13

Description	Part No	Qty	Price Ea.	Total
Bobcat UW56	M1225	1	$58,459.20	$58,459.20

Adjustable Vinyl Seats
All-Wheel Steer
Automatically Activated Glow Plugs
Auxiliary Hydraulics
- Variable Flow with dual direction detent

Beverage Holders
Bob-Tach
Boom Float
Cargo Box Support
Cruise Control
Speed Management
Enclosed Cab with HVAC
Dual Port USB charger
Lower Engine Guard
Limited Slip Transaxle
Engine and Hydraulic Monitor with Shutdown
Front LED Work Lights
Full-time Four-Wheel Drive
Horsepower Management
- Roll Over Protective Structure (ROPS) . Meets Requirements of SAE-J1040 & ISO 3471
- Falling Object Protective Structure (FOPS) . Meets Requirements of SAE-J1043 & ISO3449, Level I

Dome Light
Hydraulic Dump Box
Instrumentation: Standard 5" Display with Keyless Start, Engine Temperature and Fuel Gauges, Hour meter, RPM and Warning Indicators. Includes maintenance interval notification, fault display, job codes, quick start, and security lockouts.
Joystick, Manually Controlled with Lift Arm Float
Lift Arm Support
Parking Brake, automatic
Power Steering with Tilt Steering Wheel
Radiator Screen
Rear Receiver Hitch
Seat Belts, Shoulder Harness
Spark Arrestor Muffler
Suspension, 4-wheel independent
Tires: 27 x 10.5-15 (8 ply), Lug Tread
Toolcat Interlock Control System (TICS)
Two-Speed Transmission
Machine Warranty: 12 Months, unlimited hours
Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty

24 Month Protection Plus (2000 Hours)	9974353	1	$600.00	$600.00
Deluxe Road Package	M1225-P01-C01	1	$2,364.00	$2,364.00
Deluxe Road Package includes: Backup Alarm, Turn Signals, Flashers, Tail Lights, Brake Lights, Rear view mirror, Side Mirrors, Horn, Rear work lights, and headlights				
High Flow Package	M1225-R03-C02	1	$1,388.80	$1,388.80
Heavy Duty Battery	M1225-R07-C02	1	$80.00	$80.00
Attachment Control	M1225-R08-C02	1	$204.00	$204.00
Power Bob-Tach	M1225-R14-C03	1	$920.00	$920.00
Radio Option	M1225-R15-C02	1	$452.00	$452.00
Traction Control	M1225-R16-C02	1	$484.00	$484.00
Rear View Camera	M1225-R20-C01	1	$300.00	$300.00
Engine Block Heater	M1225-A01-C02	1	$116.00	$116.00
Interior Trim	M1225-A01-C04	1	$172.00	$172.00
68" Heavy Duty Bucket	7272679	1	$1,301.12	$1,301.12
--- Bolt-On Cutting Edge, 68"	6718006	1	$278.01	$278.01
		Total for this Machine		$67,119.13

Description	Part No	Qty	Price Ea.	Total
72" Mower	7144850	1	$5,707.60	$5,707.60
		Total for these items		$5,707.60

Description	Part No	Qty	Price Ea.	Total
Virnig 60" Pallet Forks	PFHG6055	1	$1,715.00	$1,715.00
Strobe Light Wire and Install		1	$500.00	$500.00
Virnig 60" Pallet Forks	PFHG6055	1	$1,715.00	$1,715.00
Strobe Light Wire and Install		1	$500.00	$500.00

Total of Items Quoted	**$144,375.86**
Dealer P.D.I.	**$350.00**
Freight Charges	**$3,206.00**

Dealer Assembly Charges	**$143.00**
Other Charges: Material and Logistics	**$0.00**
Quote Total - US dollars	**$148,074.86**

Notes:

Prices per the Sourcewell Contract #040319-CEC.
Terms Net 60 Days. Credit cards accepted.
FOB Destination
State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.
TID# 38-0425350

Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.

Quote valid for 30 days

ORDER ACCEPTED BY:

_____ _____
SIGNATURE **DATE**

_____ _____
PRINT NAME AND TITLE **PURCHASE ORDER NUMBER**

DELIVERY ADDRESS:_____

BILLING ADDRESS (if different than Ship To):_____

TAX EXEMPT? _____YES _____NO

Exempt in the State of _____

Tax Exempt ID:

FEDERAL - _____

STATE - _____

Expiration Date: _____

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

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # M.5

To deny the purchase of a license plate recognition system for two Parking Division enforcement vehicles (held from the May 31, 2023 Improvement & Services meeting).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. LPR for parking enforcement-fact sheet

City of Green Bay-DPW Parking System Division
License Plate Recognition (LPR) for Parking Enforcement
Fact Sheet

(June 2023)

License plate recognition (LPR) systems are used in parking systems for access control, parking permit verification, and parking enforcement. Green Bay Parking Division has funding approved in 2022 for two (2) on-vehicle LPR systems to help streamline parking enforcement activity throughout the City. Parking Division intends to use LPR for the following purposes:

- **Overnight parking enforcement** – Parking Enforcement Officers (PEO's) cannot check the entire City during the two-hour overnight enforcement period between 3 AM and 5 AM. PEO's must manually check license plates of on-street vehicles against the daily permit list, which consumes time. LPR connects automatically to Parking Division permit lists so PEO's can keep moving unless a violation is identified
- **Parking meter and parking lot pass enforcement** – Passport pay-by-phone program data can be linked to LPR. PEO's must currently manually check Passport data against every expired parking meter where a vehicle is parked. LPR greatly speeds this process and allows more enforcement miles to be covered during a shift.
- **Eliminate data transcription errors** – LPR has proven to reduce chances of human error, especially errors from human reading and writing of license plate information. LPR automatically enters license plate data when a violation is identified. The PEO only needs to visually verify it.
- **Safety** – PEO's have contact regularly with upset people, related to parking violations. LPR speeds the citation writing process which reduces PEO exposure to these types of issues.
- **Assist Police Department** – Police Department requests overnight parking citation information from time to time. License plate numbers from ticketed vehicles have identified stolen vehicles and vehicles used during criminal activity.

Automated data collection technology raises questions regarding personal privacy issues, like internet privacy issues. The FAQ list below is intended to answer questions regarding privacy issues related to LPR technology.

1) **Is tire chalking legal in Wisconsin?** Yes, Green Bay Parking Division currently chalks vehicle tires as part of its enforcement process. Currently only Michigan, Ohio, Kentucky, and Tennessee are prohibited from chalking tires. Legislation is pending in other states.
2) **Are there other LPR users in Wisconsin?** Yes, UW-Green Bay, and the Cities of Lacrosse, Appleton, and Milwaukee currently use LPR.
3) **What data is generated from a license plate recognition (LPR) system?** License plate number, GPS position of the vehicle, and time stamp of the LPR scan are recorded for each vehicle scanned.
4) **Does an LPR system identify the owner of each vehicle scanned?** No, vehicle ownership information is looked through DMV records after the fact only when a vehicle is issued a citation.

5) **How long is LPR scan data saved?** Data can be stored up top 30 days before it is overwritten or deleted. Parking Division would not need to keep data that long and plans to maintain a data storage duration of two (2) weeks or less. Data storage time is dependent on actual experience once an LPR system is up and running.

6) **Where is LPR data stored?** Data is stored in a cloud-based server managed by the LPR provider. All the data is property of City of Green Bay. No other user can access or use it.

7) **Could LPR data identify everywhere a vehicle was scanned/parked during the data retention period?** Yes, as with any database information, LPR information could be sorted by license plate number, time, or location. Data could be plotted on a map. But it does not identify ownership information.

8) **Is LPR data subject to City open records requests?** Yes, all City information is subject to open records requests. However, only available information can be provided. Dependent on privacy laws, certain information can be redacted prior to sharing data.

9) **Once the LPR data is at the end of its storage duration, is it erased or overwritten?** Data is erased at the end of the City's identified storage duration.

10) **Are there other uses for LPR technology?** Yes, the system could connect to law enforcement information such as stolen car databases and vehicles with excessive outstanding parking citations. Parking Division has not investigated those technologies yet. Parking Division's primary LPR use is for increased parking enforcement efficiency, electronic tire 'chalking' and identification of parking violations at meters permit parking facilities.

11) **Do LPR systems have a payback period?** Yes, LPR technology typically pays for itself within three (3) months to a year. The software contains a tool that can calculate how long it would take to pay for itself.

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

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # M.6

To approve the request by Department of Public Works to enter into a Memorandum of Understanding between the City of Green Bay and the University of Minnesota - Duluth National Resources Research Institute (NRRI) to allow access to the Tank Farm Marsh property (Parcels 6-18, 6-29, 18-9-A-1, and 18-9-A-4) for data collection and ongoing research.

BACKGROUND

The City-owned Tank Farm Marsh property is the focus of a wildlife habitat restoration project in partnership with the Wisconsin Department of Natural Resources (WDNR). The University of Minnesota Duluth NRRI, as part of the Great Lakes Coastal Wetland Monitoring program, has previously conducted wildlife surveys at the Tank Farm Marsh site. Entering into an MoU will allow the University to complete wildlife surveys onsite and collect data during the course of the project and after restoration work has been completed.

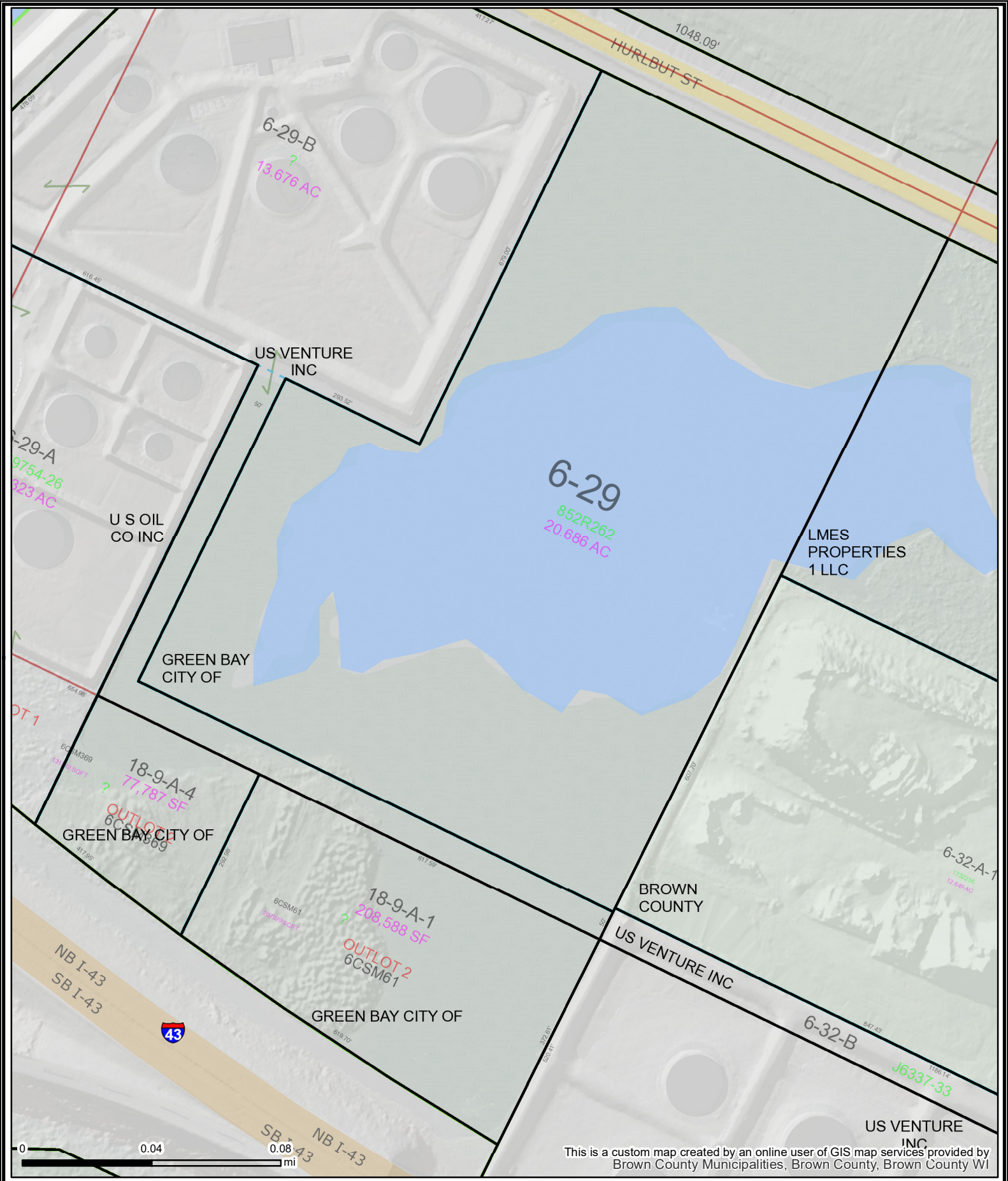
RECOMMENDATION

Staff recommends approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Tank Farm Marsh Map 1
2. Tank Farm Marsh Map 2



This is a custom map created by an online user of GIS map services provided by Brown County Municipalities, Brown County, Brown County WI

Tank Farm Marsh Map 1

Map printed on 6/5/2023

1:2,400
1 inch = 200 feet*
1 inch = 0.0379 miles*
**original page size: 8.5"x11"*
Appropriate format depends on zoom level

Parcel ownership key

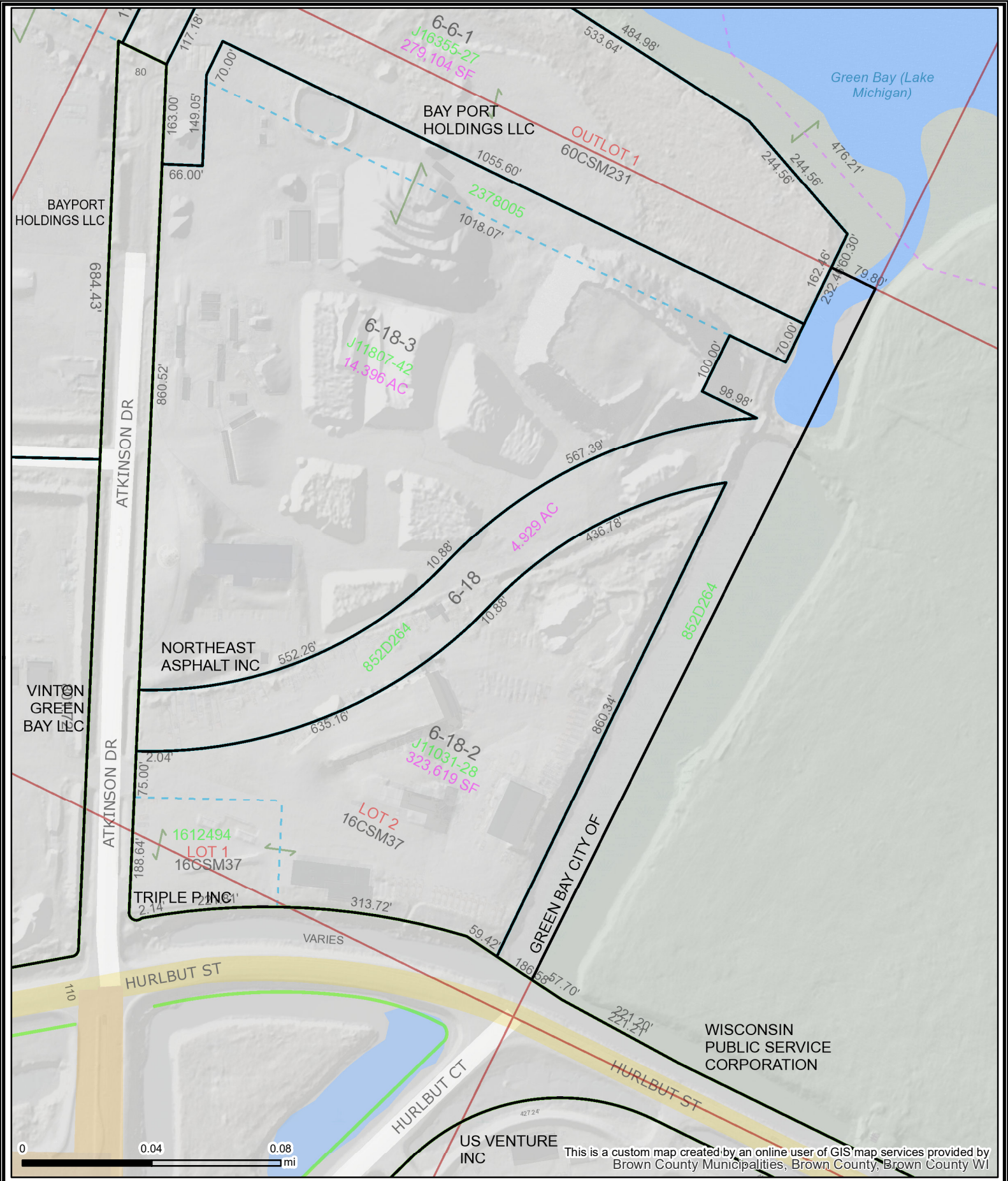
- Parcel Boundary
- Condominium
- Gap or Overlap

"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

Brown County Planning & Land Services
(920) 448-6480
www.browncountywi.gov



This is a custom map created by an online user of GIS map services provided by Brown County Municipalities, Brown County, Brown County WI

Tank Farm Marsh Map 2

Map printed on 6/5/2023

1:2,400
1 inch = 200 feet*
1 inch = 0.0379 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

Brown County Planning & Land Services
(920) 448-6480
www.browncountywi.gov

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

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # M.7

To approve to amend the 2021 & 2022 Expression of Interest for 2023 geotechnical engineering services to GEI Consultants, Inc. at a fee increase of 10% for subcontracted soil drilling services.

BACKGROUND

The City of Green Bay Department of Public Works (DPW) annually consults with qualified geotechnical engineering firms to perform geotechnical investigations for various City projects. As part of DPW's process to select qualified geotechnical engineering firms, DPW requests an Expression of Interest (RFEI) from several qualified geotechnical engineering firms from across the State. DPW evaluates each of the submitting firms and makes a selection of three (3) to four (4) firms to create a "short list" that are then used by the City on an annual basis. DPW conducts an RFEI evaluation on a bi-annual basis, but has the right to extend the terms and conditions of the agreement for an additional two-years (in one-year increments) according to the following price escalation conditions:

Prior to commencement of each subsequent renewal year, the City will entertain a request for escalation in accordance with current Consumer Price Index at the time of the request or up to a maximum of 5% increase on the current pricing, whichever is lower. "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-United States City Average-All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.

2023 is the first of two renewal years that the City is able to extend the 2021 & 2022 RFEI terms and conditions. GEI Consultant, Inc (GEI), one of three firms currently on DPW's "short list", is requesting to amend the price escalation conditions outlined above. GEI has agreed to the maximum 5% price increase however, GEI subcontracts their soil drilling services to Subsurface Exploration Services, LLC (SES). Due to inflation experienced since 2021, GEI charges a 15% markup for SES subcontracted drilling services. GEI is willing to reduce the markup to subcontracted drilling services to 10% for 2023 services to help offset the cost escalation however, this increase is greater than the maximum 5% increase allowed.

RECOMMENDATION

Staff recommends amending the 2021 & 2022 Expression of Interest for 2023 geotechnical engineering services to GEI Consultants, Inc at a fee increase of 10% for subcontracted soil drilling services.

FISCAL IMPACT

ATTACHMENTS

1. EOI_Geotech_2023_FINAL
2. 2021-2022-RFEI

GEI Consultants

Consulting Engineers and Scientists

June 1, 2023

City of Green Bay
Attn: Matthew J. Woicek, PE
100 North Jefferson Street
Green Bay, Wisconsin 54301-5026
Fax No.: 920-448-3102

Re: Expression of Interest, Geotechnical Engineering Services for 2023
Green Bay, Wisconsin

Dear Mr. Woicek,

GEI Consultants, Inc. (GEI) is pleased to respond to your request for Expression of Interest for geotechnical services for 2023. GEI is willing to extend our Expression of Interest for 2021-2022 construction seasons into 2023, with a 5% increase to our fee schedule. Our adjusted fee schedule is attached for your reference.

GEI does not own drill rigs and subcontracts the majority of our work locally to Subsurface Exploration Services, LLC (SES). Costs for drilling are estimated individually for each project and vary based on distance to mobilize, anticipated soil conditions, site access restriction, etc. However, costs for drilling services have generally increased 10% since 2021. Per the Fee Schedule, GEI charges a 15% markup to subcontracted services such as drilling. GEI is willing to reduce the markup to subcontracted drilling services to 10% for 2023 services to help offset the cost escalation.

We propose to complete geotechnical services under the previously negotiated Standard Agreement for Professional Services between City of Green Bay and GEI, dated December 1, 2020.

Should you have any questions, please contact Karl Krueger at (920) 359-1385. We thank you for the opportunity to submit this Expression of Interest and look forward to continuing to assist the City of Green Bay with geotechnical projects on an as-needed basis.

Sincerely,

GEI CONSULTANTS, INC.

Karl Krueger, PE
Project Manager

Michael J. Wheeler, PE
Senior Vice President

Enclosures:
Standard Agreement for Professional Services between City of Green Bay and Consultant, Revised as Signed on December 1, 2020
Fee Schedule – City of Green Bay 2023

KMK:amp
K:\City of Green Bay\Proposals\2023\Bay Beach Geotech\P_Bay Beach Geotech.docx_FINAL

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF GREEN BAY AND GEI CONSULTANTS

Project: Brownfields Revolving Loan Fund Environmental Oversight

THIS AGREEMENT is made this 1st day of December 2020, by and between the City of Green Bay, a municipal corporation of the State of Wisconsin, located in Brown County, Wisconsin, (hereinafter called "City") and GEI Consultants (hereinafter called "Consultant").

NOW, THEREFORE, in consideration of the following terms and conditions, City and Consultant mutually agree as follows:

1. SCOPE OF WORK

Consultant agrees to perform all services and furnish all materials necessary as fully described and specified in the Request for Quotation (RFQ).

2. FEES

Total fees payable to Consultant shall not exceed the amount of $45,200 for all services, materials, equipment, and authorized reimbursable expenses under this Agreement unless an Amendment to Agreement, signed by both parties, approves additional fees in writing. Any such additional fees shall be defined in writing and authorized prior to execution of such work.

3. AMENDMENTS TO AGREEMENT

This Agreement may be amended only by written instrument signed by both parties. If in the reasonable judgment of the City, the scope or nature of the services to be performed by Consultant change or deviate materially from the scope or nature of the services described above, the City may, at its discretion, suspend performance of its services until a written agreement superseding this Agreement and adjusting the scope, schedule, and terms and conditions has been executed. Where additional work is to be completed on a time and expense compensation, charges shall be in accordance with the fee schedule submitted with the Consultant's Proposal.

4. COMPENSATION

City agrees to pay for services provided in accordance with the compensation provisions described in the Consultant's Proposal. Consultant will bill the City, no more than monthly, with net payment due in 30-days from the invoice date. Consultant may, after giving 72-hour notice, suspend service under the Agreement until the City has paid all amounts in full due for services rendered and expenses incurred.

5. INDEMNIFICATION (HOLD HARMLESS) AGREEMENT

Consultant hereby agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part or claimed to be caused, occasioned, or contributed to in whole or in part, by reason of any act, omission, fault, or negligence, whether active or passive, of Consultant or of anyone acting under its direction or control or on its behalf that are not related to professional services even if liability is also sought to be imposed on City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable except to the extent that liability results from the negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

For claims arising out of the performance of Consultant's professional services, Consultant will indemnify and hold harmless, but not defend the City for any claims by reason of its negligent acts, errors or omissions for professional services. The obligation to indemnify and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers and each of them, shall be applicable except to the extent the liability results from the negligence of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers.

Consultant shall reimburse the City, its elected and appointed officials, officers, employees, agent or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

In the event that Consultant employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Consultant's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.

This indemnity provision shall survive the termination or expiration of this Agreement.

5.a STANDARD OF CARE

Consultant will perform its services under this Agreement in a manner consistent with that degree of skill and care ordinarily exercised by members of Consultants profession currently practicing in the same locality under similar conditions. Consultant makes no other warranties or representations, either expressed or implied, regarding the services provided.

6. INSURANCE

Consultant shall not commence work under this Agreement until it has obtained the insurance required herein. All coverages shall be with insurance carriers licensed and admitted to do business in the State of Wisconsin. All coverages shall be with carriers acceptable to the City. A minimum AM Best Rating of A-VII is required.

It is hereby understood and agreed that the insurance required by the City is primary coverage and that any insurance or self-insurance maintained by the City, its officers, council members, agents, employees or authorized volunteers will not contribute to a loss.

Worker's Compensation and Employers Liability Minimum Requirements as required by Statute: Consultant shall cover or insure under applicable labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. Consultant shall provide statutory coverage for work related injuries and employer's liability insurance with limits of $100,000 each accident, $500,000 disease policy limit and $100,000 disease each employee.

Liability Insurance: Consultant shall procure and maintain during the life of this Agreement the following Commercial General Liability Insurance and Automobile Liability insurances:

A. PROFESSIONAL LIABILITY (Errors and Omissions)

(1) Minimum Limits
   (a) $2,000,000 each claim/$3,000,000 annual aggregate
   (b) Any deductible not to exceed $25,000 each claim

(2) Must continue coverage for 3 years after final payment for service/job

B. GENERAL LIABILITY COVERAGE

(1) Commercial General Liability
   (a) $4,000,000 general aggregate
   (b) $1,000,000 products - completed operations aggregate
   (c) $1,000,000 personal injury and advertising injury
   (d) $2,000,000 each occurrence limit

(2) Claims made form of coverage is not acceptable.

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

C. BUSINESS AUTOMOBILE COVERAGE

(1) Minimum Limits - $2,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident

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

Additional Insured: Consultant shall name the City, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers as Additional Insured on the General Liability Coverage. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether other available coverage is primary, contributing or excess.

Waiver of Workers Compensation Subrogation: The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of the policy that arises from the work performed by the named insured for or on behalf of the City of Green Bay.

Cancellation Notice: All insurances required by this Agreement shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Ten (10) days for Non-Renewal shall be sent to: City of Green Bay; Attn: Risk Management; 100 North Jefferson St.; Green Bay, WI 54301.

Proof of Insurance Coverage: Consultant shall provide to the City, at the time this Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City. If so requested, certified copies of any or all polices shall also be furnished. The Additional Insured Policy endorsement must accompany the Certificate of Insurance. A copy of the Certificate of Insurance must be on file with Risk Management. If no Certificates of Insurance and/or policies are provided to the City upon execution of this Agreement, the Agreement shall be null and void.

Continuation of Coverage: If any of the above coverage expires during the term of this Agreement, the Consultant shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to the expiration date.

7. DISPUTE RESOLUTION

All claims, disputes or any other matters in question between the parties arising out of or relating to this Agreement or breach thereof shall be subject to mediation as a condition precedent to the institution of any legal proceedings by either party. If such claim, dispute or any other matter involves a lien arising out of

Consultant's services, Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation in accordance with the current Mediation Rules of the American Arbitration Association unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association.

The parties shall share equally the mediator's and any filing fees. Mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall have the same force and effect as settlements in any court having jurisdiction thereof.

8. ACCESS/UTILITIES

The City will arrange access to the site, as necessary, for Consultant to complete the work. Consultant will take reasonable precautions to minimize any damage to the site due to its operation. Site restoration is not included unless specifically requested by the City.

Consultant is responsible for locating public utilities and agrees to indemnify and save the City harmless from all claims, suits, losses, cost and expenses including attorney's fees as a result of any personal injury, death or property damage occurring from damage to public utilities. Consultant shall coordinate with a private locating service for locating utilities on private property.

9. SAFETY

Consultant shall comply with all Occupational Safety and Health Administration (OSHA) and State and Local safety and health standards and any other applicable rules and regulations.

Consultant's work or field personnel shall not be responsible for determining or implementing the means, methods, techniques, sequences or procedures of construction. Consultant will not be responsible for evaluating, reporting or effecting job conditions concerning health, safety or welfare, unless specifically requested in writing. Consultant's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with contract documents.

10. OWNERSHIP OF DOCUMENTS

Any reports, specifications, drawings, or other documents prepared by the Consultant in the performance of its obligations under this Agreement shall become the property of the City. All such materials shall be returned to the City upon completion, termination, or cancellation of this Agreement and payment in full of all monies due the Consultant. The Consultant shall not use, willingly allow, or cause such materials to be used for any purpose other than the performance of all Consultant's obligations under this Agreement without the written consent of the City. The City agrees that the Consultant shall not be responsible for any re-use by the City, or by third parties that obtained the documents from or through the City, for purposes other that original intent of the documents provided by the Consultant.

11. SAMPLES

Unless otherwise agreed or consumed in testing, test specimens shall be retained for a minimum of thirty (30) days following submission of final report.

12. ASSIGNMENT, TRANSFER OR SUBCONTRACTING

The Consultant shall not subcontract, assign or transfer any interest in this Agreement or any payments due hereunder except upon prior written consent of the City. All terms, conditions, covenants and agreements

herein shall extend to and be obligatory upon any successors or assigns of Consultant upon the execution of any written consent by the City. Consent shall not be given to any proposed assignment that would release the Consultant of their responsibilities under this Agreement.

13. TERMINATION FOR CONVENIENCE

The City reserves the right to terminate this Agreement, or any part of this Agreement, upon fourteen (14) days written notice. In case of such termination, the Consultant shall be entitled to receive payment from the City for work completed to date in accordance with the terms and conditions of this Agreement.

14. TERMINATION FOR CAUSE

Either party may terminate this Agreement in the event the other party fails to fulfill any of its obligations under this Agreement in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement. Termination of the Agreement is accomplished by the party initiating the termination giving fourteen (14) days written notice to the other party. In case of such termination, the Consultant shall be entitled to receive payment from the City for work completed to date in accordance with the terms and conditions of this Agreement.

15. NO DISCRIMINATION

During the term of this Agreement, the Parties, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

16. SEVERABILITY

In the event that any section, clause or portion of this Agreement shall be adjudged or decreed to be invalid, the remainder of the Agreement shall remain in full force and not be affected by such judgment.

17. APPLICABLE LAWS

This Agreement shall be governed in all respects by the laws of State of Wisconsin.

18. ENTIRE AGREEMENT

This Agreement, together with the City's Request for Quotation (dated September 28, 2020), Consultant's Quotation (dated October 19, 2020), the attachments appended hereto, and all documents, drawings, specifications, and instruments specifically incorporated herein and made a part hereof, shall constitute the entire Agreement of the parties.

19. COMPLIANCE WITH LAWS

Consultant is responsible to see that services and documents furnished by Consultant conform to the applicable laws, rules, regulations, codes, orders, and special requirements, except as may be specifically provided otherwise herein.

20. COUNTERPARTS

This Agreement may be executed in several counterparts, and the signatures on this Contract may be transmitted electronically. Electronic signatures will deemed to constitute original signatures and counterparts to this Agreement containing the signatures (whether original or electronic) of all the parties will be deemed to constitute a single, enforceable Contract.

21. TIME

This Agreement shall be effective on December 1, 2020 (which is the Effective Date of the Agreement).

All schedules are to be strictly met.

CITY

Signature: _____

Name: Eric Genrich

Title: Mayor

Date: 01 / 12 / 2021

Signature: _____

Name: Pamela R. Manley

Title: Interim City Clerk

Date: 1/12/2021

CONSULTANT

Signature: _____

Name: Paul J. Killian

Title: Vice President

Date: 01/13/2021

EXHIBIT B

CITY OF GREEN BAY FEE SCHEDULE AND PAYMENT TERMS 2021-2022

FEE SCHEDULE

Personnel Category	Hourly Billing Rate $ per hour	Hourly Billing Rate for 2023 (5% Increase)
Staff Professional – Grade 1	$ 75	78.75
Staff Professional – Grade 2	$ 86	90.30
Project Professional – Grade 3	$ 102	107.10
Project Professional – Grade 4	$ 116	121.80
Senior Professional – Grade 5	$ 125	131.25
Senior Professional – Grade 6	$ 149	156.45
Senior Professional – Grade 7	$ 168	176.40
Senior Consultant – Grade 8	$ 183	192.15
Senior Consultant – Grade 9	$ 183	192.15
Senior Principal – Grade 10	$ 183	192.15
Senior Drafter / GIS	$ 113	118.65
Drafter and Designer / GIS	$ 101	106.05
Field Professional	$ 94	98.70
*Senior Technician	$ 116	121.80
*Technician	$ 100	105.00
Word Processor, Administrative Staff	$ 86	90.30
Office Aide	$ 74	77.70

Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract. Rates for Deposition and Testimony are increased 1.5 times.

- *The scope of work is based on a normal work week, Monday through Friday, eight (8) hours per day and work on Saturday. Overtime will be charged at 1.3 times the specified rate; Sunday and holiday hours will be charged at two times the personnel rate, with a minimum charge of eight (8) hours

OTHER PROJECT COSTS

10% (KMK)

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a ~~15%~~ service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state and local sales and use taxes and state taxes on GEI fees. The ~~15%~~ service charge will not apply to GEI-owned equipment and vehicles or in-house reproduction expenses.

10% (KMK)

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges or at a day rate negotiated for each project. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.

1. SCOPE OF SERVICES

The City of Green Bay (City) is soliciting Request For Expressions of Interest (RFEI) for the purpose of developing a "Short List" of qualified consultants interested in providing geotechnical engineering services for the City in 2021 and 2022. The City will solicit Request for Quotations from firms on the "Short List", as geotechnical services are required.

2. RFEI PROCESS

a. Department of Public Works (DPW) issues RFEI for the purpose of developing a shortlist of engineering consultants interested in providing specified engineering services.

b. Consultants submit RFEI documentation as outlined in the request.

c. DPW reviews and rates consultants' submittals based on technical abilities as well as their hourly rate schedule.

d. DPW selects top qualifying consultants for shortlist with a maximum of three consultants being selected for each category of work outlined in the RFEI. List will be valid for two years.

e. As engineering services are required, DPW will prepare a scope of work and schedule and will solicit a Request for Quotations (RFQ) from the firms on the shortlist for the specified category of work/services required. Work will be awarded to the firm submitting the lowest quote for the particular RFQ.

f. The Director of Public Works in conjunction with the Finance Department will have approval responsibility for projects $20,000 or under. Contracts over $20,000 will require I&S Committee and Common Council approval.

NOTES:

1) The City reserves the right to issue Requests for Proposals on projects when it is deemed to be in the best interest of the City.

2) The City reserves the right to enter into a master contract with one firm to provide on-call emergency services on a time and material bases for projects that cannot wait to go through the RFQ process.

3. SUBMISSION OF RFEI

Responses to this solicitation shall be submitted in two (2) copies and in a sealed envelope to the City of Green Bay Department of Public Works by 4:30 PM on Friday, February 12, 2021. Envelope shall bear the name of the firm and address as well as the title of the RFEI. Address your submittal to:

Steven M. Grenier, PE
Director of Public Works
100 N. Jefferson Street, Room 300
Green Bay, WI 54301

All submittals shall be valid for sixty (60) days from the opening date. Submissions received after the specified date and time will be considered late and will be returned unopened.

The City reserves the right to reject any and all submittals or to waive any minor irregularities in the process.

Submission of RFEI by Consultant signifies agreement with the attached "Standard Agreement For Professional Services between the City of Green Bay and Consultant". Consultants' proposed revisions to the "Standard Agreement For Professional Services between the City of Green Bay and Consultant" are not acceptable. Consultant shall provide Certificate of Insurance as required in the Agreement once notified of making the "Short List".

4. WORK ELEMENTS

Projects vary from year to year but historically have consisted of, but not limited to, the following categories of work:

- Subsurface investigation including borings/test pits, soil classification, stratification, and recommended soil bearing capacity.
- Determination of groundwater levels.
- Preparation of reports summarizing findings from investigations, including construction recommendations regarding excavation, cut and fill, foundation, pavement and slab design recommendations.
- Foundation design and analysis.
- Slope stability analysis.

5. REQUIRED SUBMITTAL INFORMATION

a. The name of the proposing firm, address, telephone number, and the name, title, and email address of the person(s) authorized to represent the firm.

b. General information about your firm.

c. Statement of your firm's qualifications including a statement/declaration as to why your firm is interested in working for the City, what it has to offer the City and why the City should select your firm.

d. Identify the category of work that your firm is interested in and describe your understanding of services to be provided.

e. A list of previous projects of similar nature completed by your firm including references (provide clients name, contact person and phone number).

f. Identify key personnel that will be assigned to this project and the respective roles or services they will provide from your local office including names, job titles and billing fees. Identify a contact person with an email address to which Request for Proposals may be directly emailed.

g. Identify key personnel that will be assigned to this project and the respective roles or services they will provide from outside your local office including names, job titles and billing fees.

h. List any subcontractors you plan to use.

i. Submit a fee schedule for personnel and services provided including mileage, equipment rental and subcontracted work for 2021 and 2022.

j. Consultants shall include the attached City's Standard Agreement For Professional Services signed and dated with their submission. Consultant shall include the attached "Standard Agreement For Professional Services between the City of Green Bay and Consultant" with their submission acknowledging their agreement with such. Individual "Agreements" will be executed on a project by project basis.

k. Prices quoted with the submittal shall remain firm for the period of two (2) years (2021 & 2022). The City reserves the right to extend the term of submitted schedule of fees by mutual agreement between the parties, for an additional two (2) years, in one-year increments, under the same terms and conditions with potential price escalation explained below:

> Prior to commencement of each subsequent renewal year, the City will entertain a request for escalation in accordance with current Consumer Price Index at the time of the request or up to a maximum of 5% increase on the current pricing, whichever is lower. "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-United States City Average-All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.

l. With the understanding that the geotechnical services required by the City varies in non-specific areas and fluctuates at non-specific times, briefly describe your firm's business approach to the City's needs and how it separates your firm from other geotechnical engineering firms.

m. Any other pertinent information.

n. Sign and attach Consultant's Certification with submittal.

5. EVALUATION

Submittals will be evaluated on, but not limited to, firm's technical expertise and experience, credentials of project team, understanding of task requirements, capability for timely response, overall quality and completeness of submittal, and cost of services. A submission of a RFEI constitutes acceptance of the evaluation techniques and recognition and acceptance that the City's evaluators will use subjective judgment in evaluating submittals.

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

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # M.8

To approve the request by Department of Public Works to award the following contracts at a staff level and report the award at the next Improvement and Services Committee meeting:

a. BRIDGE 2-23 (ATKINSON DRIVE OVER CN WC RAILROAD B-5-225 PAINTING)
b. BRIDGE 3-23 (MAIN STREET BRIDGE B-5-141 EXPANSION JOINT RECONSTRUCTION)

BACKGROUND

Staff level awarded contracts

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

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

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # M.9

To receive and place on file the award of contract GBMFD 1-23 STATION 7 WINDOW REPLACEMENT to Commonwealth Corporation in the amount of $91,932.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

$91,932.00

ATTACHMENTS

None

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

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # M.10

To receive and place on file the award of contract GREEN BAY WATER UTILITY WATER MAIN REHABILITATION to Fer-Pal Construction USA LLC in the amount of $258,860.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

$258,860.00

ATTACHMENTS

None

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

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # M.11

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

A. Granting of Licenses
   1. Sidewalk Builder
      a. N&L Concrete Const. LLP
      b. Right Way Concrete Construction
      c. Curb Pioneers
      d. Sherfield, LLC
      e. LDR Utility, Inc.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

Inter-Office Memo

Date: **June 21, 2023**

To: **Improvement &Services Committee**

From: **Steve Grenier, Director of Public Works**

Re: **Status of Rectangular Rapid Flashing Beacon and Driver Feedback Sign Pedestrian Safety Project**

On June 7, 2022, the Common Council approved the allocation of approximately $1.6 million of American Rescue Plan Act (ARPA) funds to complete a Pedestrian and Bike Plan safety project. Specifically, in conjunction with the Green Bay Area Public School District (GBAPSD), the funding allocated would be dedicated to the acquisition and installation of Rectangular Rapid Flashing Beacons (RRFB), driver feedback signage in school zones, and upgrading of pedestrian crosswalks using high-visibility marking and durable pavement marking paint.

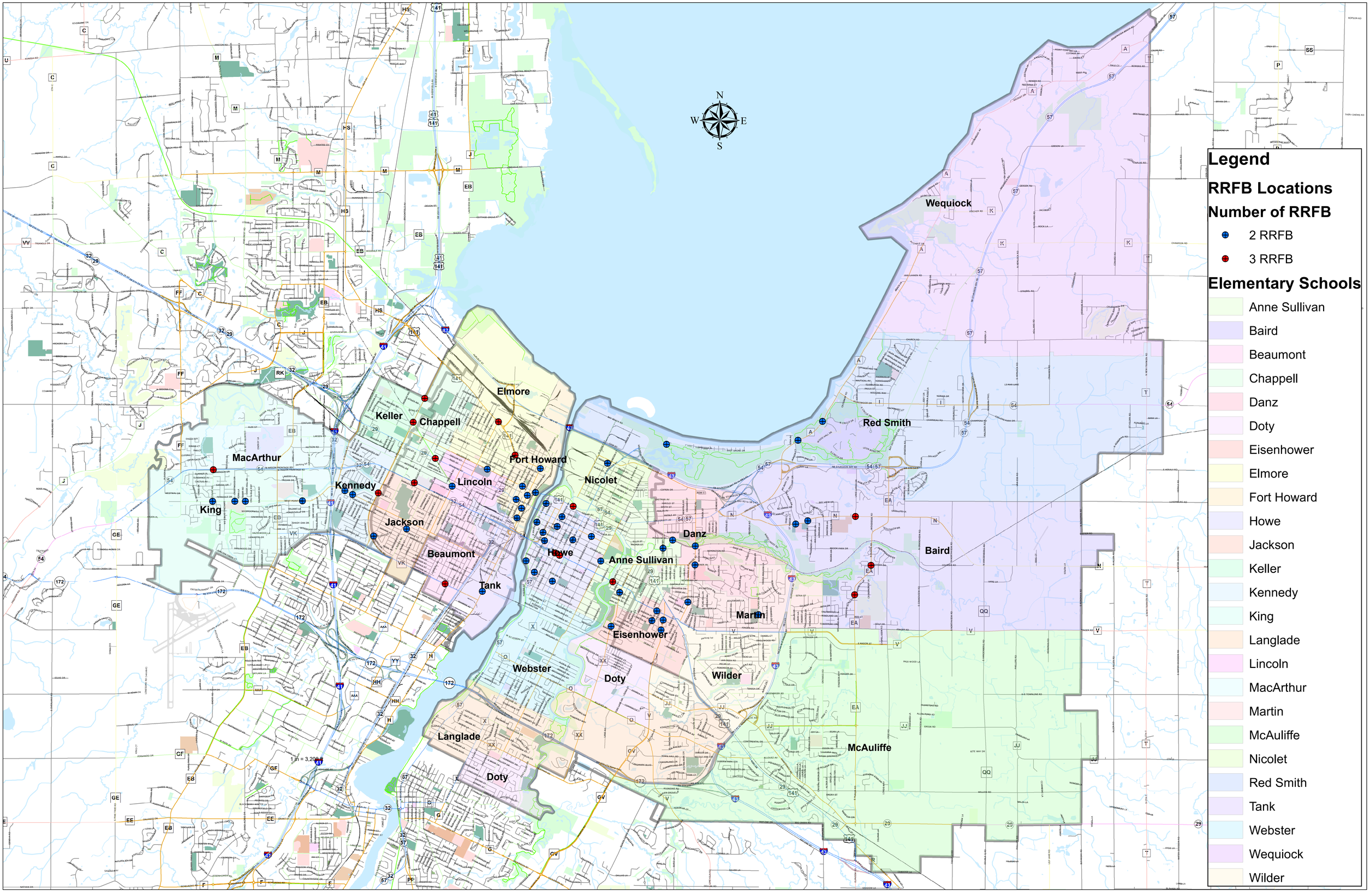
In September 2022, the City ordered the paint machine to install the more durable pavement markings. This machine was received in early 2023, with the manufacturer providing on-site training to staff in May 2023. This machine is ready to use.

Traffic Division staff prepared a list of locations where RRFBs would provide enhanced pedestrian safety for crossing of streets. These locations were summarized in tabular form and maps of the proposed locations were created. A copy of the spreadsheet and maps are included as supporting documentation for this memo. On May 2, 2023, the Common Council approved the purchase of the RRFB hardware. This hardware is currently set to be delivered in September 2023. Engineering staff is currently preparing bid documents for the installation of the concrete bases the RRFBs will be located on. We hope to have the bid documents complete, work bid out, and construction completed before the RRFB hardware is delivered.

Traffic Division staff has also prepared a list of locations where driver feedback signs will be located within school zones. Driver feedback signs both post the speed limit and also have a driver-facing digital display showing the vehicle speed, if that speed exceeds the posted speed. As there are some potential modifications resulting from alternates currently under consideration by GBAPSD, this project will not move forward until an implementation plan from GBAPSD has been completed. A tabular list of the proposed driver feedback sign locations is attached.

RRFB Locations

	Primary Street	Secondary Street	Midblock (M) or Intersection (I)	# of Continental Markings
1	Mason	Jackson	M	8
2	Mason	VanBuren	M	8
3	Monroe	Eliza	I	16
4	Webster	Eliza	I	14
5	Dousman	Maple	I	14
6	Dousman	Northern	I	11
7	Velp	Mather	I	10
8	Velp	Gray	I	10
9	Lombardi	12th	I	12
~~10~~	~~Broadway~~	~~Georgia Pacific~~	~~M~~	~~7~~
11	Broadway	Hubbard	I	28
12	Madison	Chicago	I	7
13	Monroe	Doty	I	18
14	Dousman	Museum Pl	I	14
15	Military	W Side Tr	M	8
16	Shawano	W Side Tr	M	8
17	Danz	Baird Creek Tr	M	7
18	Henry	Baird Creek Tr	I	7
19	Broadway	Mather	I	10
20	East Shore	WLS	M	10
21	Nicolet	S Circle	M	12
22	Nicolet	N of Main Ent UWGB	M	8
23	Morrow	Baird Creek Tr	M	10
24	Schoen	Amy	I	7
25	West Point	South Point	I	14
26	Ninth	Chantel	I	7
27	Ninth	Wiesner	I	7
28	West Point	LaCount	I	7
29	West Point	Hobart	I	7
30	Military	Seventh	I	0
31	W Mason	Locust	I	18
32	E Mason	Schoen	I	7
33	Huron	Sitka	I	10
34	Huron	Whittier	I	10
35	Main	Quincy	I	10
36	Baird	Crooks	I	14
37	Deckner	Danz	I	14
38	Alpine	Malcore	I	7
39	West Point	Crestwood	I	7
40	Bader	Hillside	I	20
41	Broadway	Howard	I	16
42	Broadway	Arndt	I	7
43	Walnut	Maple	I	10
44	Ridge	Langlade	I	7
45	Webster	Stuart	I	14
46	Monroe	Cherry	I	7
47	Military	Moraine	I	14
48	Washington	Pine	I	12
49	Washington	Stuart	I	10
50	Adams	Porlier	M	7
51	Jefferson	Crooks	I	18
52	Humboldt	Laverne	I	11
53	Humboldt	Mt Mary	I	10
54	Humboldt	Lake Largo	I	14
55	Bellevue	Fiesta	I	14
56	Bellevue	Cass	I	10
57	Walnut	Roosevelt	I	0
58	W Mason	LaCount	I	20
59	E Mason	Hartung	I	10
60	Lime Kiln	Manitowoc	I	10
61	Lime Kiln	August	I	20
62	Oneida	Western	I	18
63	St Agnes	Pilgrim Lutheran Sc	M	7
64	Wiese	St Vincent DePaul	M	7


N
W
E
S
Wequiock
Red Smith
Baird
Elmore
Keller
Chappell
Fort Howard
Nicolet
Lincoln
Kennedy
MacArthur
King
Jackson
Beaumont
Howe
Anne Sullivan
Danz
Tank
Martin
Eisenhower
Webster
Doty
Wilder
Langlade
McAuliffe
1 in = 3,200 ft
Legend
RRFB Locations
Number of RRFB
2 RRFB
3 RRFB
Elementary Schools
Anne Sullivan
Baird
Beaumont
Chappell
Danz
Doty
Eisenhower
Elmore
Fort Howard
Howe
Jackson
Keller
Kennedy
King
Langlade
Lincoln
MacArthur
Martin
McAuliffe
Nicolet
Red Smith
Tank
Webster
Wequiock
Wilder

Red Smith

Lombardi

Franklin

Lombardi

Washington

Lombardi

Edison

1 in = 3,200 ft

Legend

RRFB Locations

Number of RRFB

- 2 RRFB
- 3 RRFB

Middle

Middle Schools

- Edison
- Franklin
- Lombardi
- Red Smith
- Washington

School Blinker Sign plus Driver Feedback Sign System Locations

Rank	Elementary School	Middle School	High School	No. of Signs
1	Fort Howard			2
2	Howe			4
3	Sullivan			2
4			East	3
5		Washington		2
6	Nicolet			4
7	Lincoln			2
8		Franklin		2
9			West	3
10	Tank			2
11	Chappell			2
12	Eisenhower			0
13	Danz			2
14			Preble	2
15		Aldo Leopold		2
16	Keller			2
17		Edison		2
18	Jefferson			0
19	Kennedy			3
20	Jackson			4
21	Beaumont			0
22	Leonard DV			2
23			Southwest	2
24	Elmore			2
25		Lombardi		3
26	Wilder			2
27	Baird			2
28	MacArthur			4
29	Martin			0
30	King			2
31	Red Smith			0
32	St Mark			2

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

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # N.1

Informational Only: A presentation by Lydia Van Thiel, Blueprint Implementation Project Director of Greater Green Bay Blueprint to Prevent & End Homelessness.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Greater Green Bay Blueprint to Prevent and End Homelessness Updates June

Greater Green Bay Blueprint to Prevent & End Homelessness

Updates June 2023

Strategy 1: Increase Access to Affordable Housing Options

- Fall 2023: Journey to Adult Success (JAS House): In process of capital growth project that will triple program capacity, opening additional transitional housing units for youth aging out of foster care.
- 2022-2023 Landlord Engagement
  - A few providers within the Brown County Homeless and Housing Coalition, including Brown County Housing Authority (BCHA), Ecumenical Partnership for Housing, and House of Hope have become members at the Apartment Association of Northeast Wisconsin (AANW).
  - The AANW President and a few other landlords were engaged and began participating in the Coalition meetings and committees.
  - January –December 2023: BCHA and Integrated Community Solutions (ICS) Landlord Incentive Program
    - Designed to increase the number of landlords that accept new tenants with a Housing Choice Voucher. Include a $1,000 bonus for new or returning landlords and $5000 bonus for currently participating landlords. More information can be found on their website here.
- May 2022: Host Homes Program for Youth:
  - Foundations RAYS Youth Services: Expanded into Brown County

Strategy 2: Increase Access to and Coordination of Services

- Outreach and Navigation Services increased
  - Spring 2022 - Behavioral Health Navigation: Homeless Outreach Social Worker - Brown County Health and Human Services
  - Fall 2022: Youth Services Navigation – House of Hope operating through Youth Homeless Demonstration Program Grant (YHDP)
  - Homeless street outreach:
    - Fall 2021 - Newcap hired a staff to oversee the Homeless Outreach Team through Brown County Homeless and Housing Coalition and coordinate street outreach
    - Summer 2023 – Newcap operating Projects for Assistance in Transition from Homelessness (PATH) grant to build connection and services for people on the streets with disabilities and mental health issues

Strategy 3: Employers & Educators as part of the solution

- January 2022: DWD Worker Connection Program Pilot in Brown County - Working with and doing outreach at Brown County libraries and shelters to connect people experiencing homelessness to employment
- December 2022: NeighborWorks Green Bay ‘Great Being Home – Down Payment Assistance Program’
  - Partners with employers to provide financial assistance for their employees to buy homes.
- Winter/Spring 2023: Series of Youth Services Conversations organized by Brown County Children, Youth, and Families team
  - Developed broad understanding of youth services in Brown County
  - Engaged County teams, school social workers and McKinney Vento coordinators throughout all of Brown County more into the work of the Coalition and committees

Strategy 4: Prevent Homelessness, Support Employment, Decrease Criminal Justice Involvement

- Fall 2022: Expand childcare access and culturally inclusive childcare in Brown County
  - A joint partnership between Brown County United Way, Community Services Agency, and Family Childcare Resources of Northeast Wisconsin developed culturally inclusive childcare provider trainings for Somali women
    - Looking to expand into other cultures/languages
- Summer 2023: Identification documents for people experiencing homelessness
  - Brown County provided $20,000 in ARPA funding to the Brown County Housing and Homeless Coalition to provide identification documents for people experiencing homelessness. Funding will be distributed to 5 agencies within the Coalition: Golden House, Freedom House, House of Hope, Newcap, and Wise Women Gathering Place.

Strategy 5: Tell the Story

- Spring/Summer 2023: BCHHC Advocacy Committee sharing series of Advocacy Forums for community members
  - May 2023 – Affordable Housing Advocacy
  - Upcoming: July 11th 6-7:30pm @ Central Library – Homeless Advocacy
- Spring 2023: Established Marketing Subcommittee for Regional Council to Prevent & End Homelessness
  - Share more and make connections on Blueprint work happening in the community

Areas in Process

Strategy 1: Housing

- Explore & advocate for continued Emergency Rental Assistance
- Landlord Risk Mitigation Fund
- Landlord and tenant trainings

Strategy 2: Coordination of Services

- Housing First Training for providers and landlords
- General Best Practices Trainings for Service Providers
- Mental Health Crisis Conversations
- Strengthen Coordinated Entry system

Strategy 3: Employers/Educators

- Developing series on conversations re: housing instability of employees

Strategy 4: Prevention & Justice

- Translate tenant resource documents
- Engaging Healthcare teams
- Financial Wellness support
- Explore Chronic Nuisance Ordinance

Strategy 5: Tell the Story

- Coalition planning Annual community-wide State of Homelessness Updates
- Blueprint Newsletter

Ongoing support needed from the City of Green Bay

- Housing Development
  - Ensure enough affordable housing development is meeting demand demonstrated in Green Bay Housing Market Study
  - Explore the creation of Community Land Trusts
- Landlord and Tenant
  - Training and resources for landlords and tenants
  - Receipt of Rental Assistance as a protected class
- Support innovative childcare and transportation solutions
- Police and Justice
  - Explore a homeless court to decrease ticketing of those experiencing homelessness and use the money saved to increase diversion programming and alternatives to incarceration.
  - Review Green Bay's ordinances and the disproportionate impact they may be having on people experiencing homelessness/housing stability – specifically those with severe and persistence mental health issues and those experiencing domestic violence.

State of Homelessness with Carrie Poser

July 12th 2023 | 10-11:30am

Neville Public Museum or Join Virtually

Join Zoom Meeting
https://us02web.zoom.us/j/84868816648

Meeting ID: 848 6881 6648

Contact Information

Lydia Van Thiel

Blueprint Implementation Director

920-944-4281

gbblueprintdirector@gmail.com

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

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # N.2

To grant a request by Baker & Mac Arthur, Inc. (Someplace Else) at 1605 University Ave. for a limited expansion of an outdoor area to their back parking lot on July 2 for a special event.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 1605 UNIVERSITY AVE.

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

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # N.3

To grant a request by Brewski's at 1100 S. Broadway for a limited expansion of an outdoor area to their parking lot on August 8.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Outside Garden Permit II

BREWSKI'S ON BROADWAY

April 17, 2023

To Protection & Welfare Committee:

We are requesting to have an Outside Garden Permit on August 8th and September 8th and 9th, 2023 at Brewski's on Broadway 1100 S Broadway, Green Bay, WI. We are hosting the Brown County Tavern League meeting on the 8th and may need extra space from 12pm to 5pm. Also we are participating in the All Bands on Deck Festival again for the Ship Yard District. We will be enclosing the parking lot with the proper fencing and will have the proper security personnel for both events. Time requested is Fri at 11am to Sat at 10pm for September.

Thank You

Randy Treml

Owner

1100 S BROADWAY GREEN BAY WI 54304 920-435-9115

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

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # N.4

To grant the renewal applications for the 2023-2024 license year with no changes, subject to the approval of the proper authorities.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. liquor 6.19.2023

LIQUOR AND/OR FERMENTED MALT BEVERAGE AND/OR WINE APPLICATIONS

The following renewal applications have been received by the City Clerk of the City of Green Bay for licenses to sell liquor and/or fermented malt beverages and/or wine under various permits for the 2023-2024 License Year:

"Class B" Liquor & Class "B" Beer Reserve:

Vast Properties Group, LLC
Waterfront Market
at 401 N Washington St.

"Class B" Liquor & Class "B" Beer:

JAM-ROCK GB LLC
Jam-Rock
At 700 Bodart St.
MJ HOSPITALITY CORPORATION
Drink
At 708 Bodart St.
MAI SEE VUE
The Egg Roll Food Truck Restaurant and Bar
at 100 S. Broadway
MICHAEL D. MATZ (INDIVIDUAL)
Fat Mike's Bar & Grill
At 1610 Cass St.
at 3562 Finger Rd
RENEE DAWN DUFFECK
R and T's Pub
at 1699 E Mason St.
ALEJANDRO GONZALEZ-RICO
Las Brisas
1906 University Ave.
BARNYS LLC
Black Saddle Saloon
At 201 N Washington St.
MADRID TAPAS AND WINE BAR LLC
MADRID TAPAS AND WINE BAR
at 225 E Walnut St.

"Class A" Liquor & Class "A" Beer:

TRAVELING CHEF, LLC
TRAVELING CHEF
at 335 N Broadway
ULTIMATE MART, LLC
Pick N' Save #186
at 1819 Main St.
WALGREEN INC
Walgreens#11339
at 116 N Military
BELGIUM LLC
Niagara Trail

at 2600 Niagara Trail
Class “A” Beer
RAKHRA CONVENIENCE LLC
Marathon
at 610 E Walnut St.

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

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # N.5

To deny a renewal application for the 2023-2024 license year for Footbowl, LLC at 301 N Washington St.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 301 n wash

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

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # N.6

To grant a renewal application with a change of agent for a reserve "Class B" Liquor and Class "B" Beer license for The Daily Buzz LLC at 130 E Walnut St., subject to the approval of the proper authorities.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. COA

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

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # N.7

To grant an original application for a "Class A" Liquor & Class "A" Beer license for True North Energy LLC at 1053 Velp Ave with a license description as "CONVENIENCE STORE W/COOLERS/MANAGER'S OFFICE/FRONT COUNTER, with the approval of the proper authorities (Currently licensed as Bay Petro LLC).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 1053 VELP ORG

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

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # N.8

To grant a renewal application for a "Class A" Liquor & Class "A" Beer license for True North Energy LLC at 1053 Velp Ave with a license description as "CONVENIENCE STORE W/COOLERS/MANAGER'S OFFICE/FRONT COUNTER, subject to the approval of the original liquor license application at the June 27 Council Meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 1053 RENEW APP

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

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # N.9

To grant a original application for a "Class B" Liquor and Class "B" Beer license for Michael Matz (Individual) at 1610 Cass St. with a license premises description as "BAR/KITCHEN/RESTROOM/STORE ROOM FOR FOOD/BASEMENT/LIQUOR/COOLER FOR BEER," with the approval of the proper authorities (Currently licensed as Ramis River Run LLC).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 1610 CASS ORG
2. CLASS A STIPULATION AGREEMENT SIGNED.MERRILLJ.372

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

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # N.10

To grant a renewal application for a "Class B" Liquor and Class "B" Beer license for Michael Matz (Individual) at 1610 Cass St. with a license premises description as "BAR/KITCHEN/RESTROOM/STORE ROOM FOR FOOD/BASEMENT/LIQUOR/COOLER FOR BEER," with the approval of the proper authorities and approval of the original application at the June 27 Council meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 1610 CASS-RENEWAL

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

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # N.11

To grant the original (22-23 license year) and renewal (23-24 license year) applications for a Class "A" Beer and "Class A" Liquor License for Seventy 9, Inc. at 2590 University Ave. with a license premises description as "beer in coolers, liquor in a cabinent and behind the counter, wine on the wine rack" (Currently licensed as Wimiles 2, Inc.)

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2590 university org app
2. 2590 university renewal app
3. CLASS A LIQOUR LICENSE SIGNED STIPULATION AGREEMENT.MERRILLJ.372-2590 university

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

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # N.12

To grant a 2023-2024 original application for Cuquio Town Bar, LLC at 500 N Baird St. with a license premises description as "behind the bar, kept in coolers, basement, and office) (Currently licensed as Cuquio Town Bar LLC).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. liquor license application-500 n baird

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

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # N.13

To grant a 2023-2024 Class "B" Beer and "Class B" Liquor-Reserve license for Legacy Green Bay, LLC at 1004 Brett Favre Pass with a license premises description as "REST/LOBBY BAR/CAFE/ROOFTOP BAR/ATRIUM/SALON A FUNCT RM/BOARDRM/PUBLIC AREAS/GUEST RM" and to request a waiver in the 60 day opening date (anticipated opening date October 2023), subject to the approval of the proper authorities.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

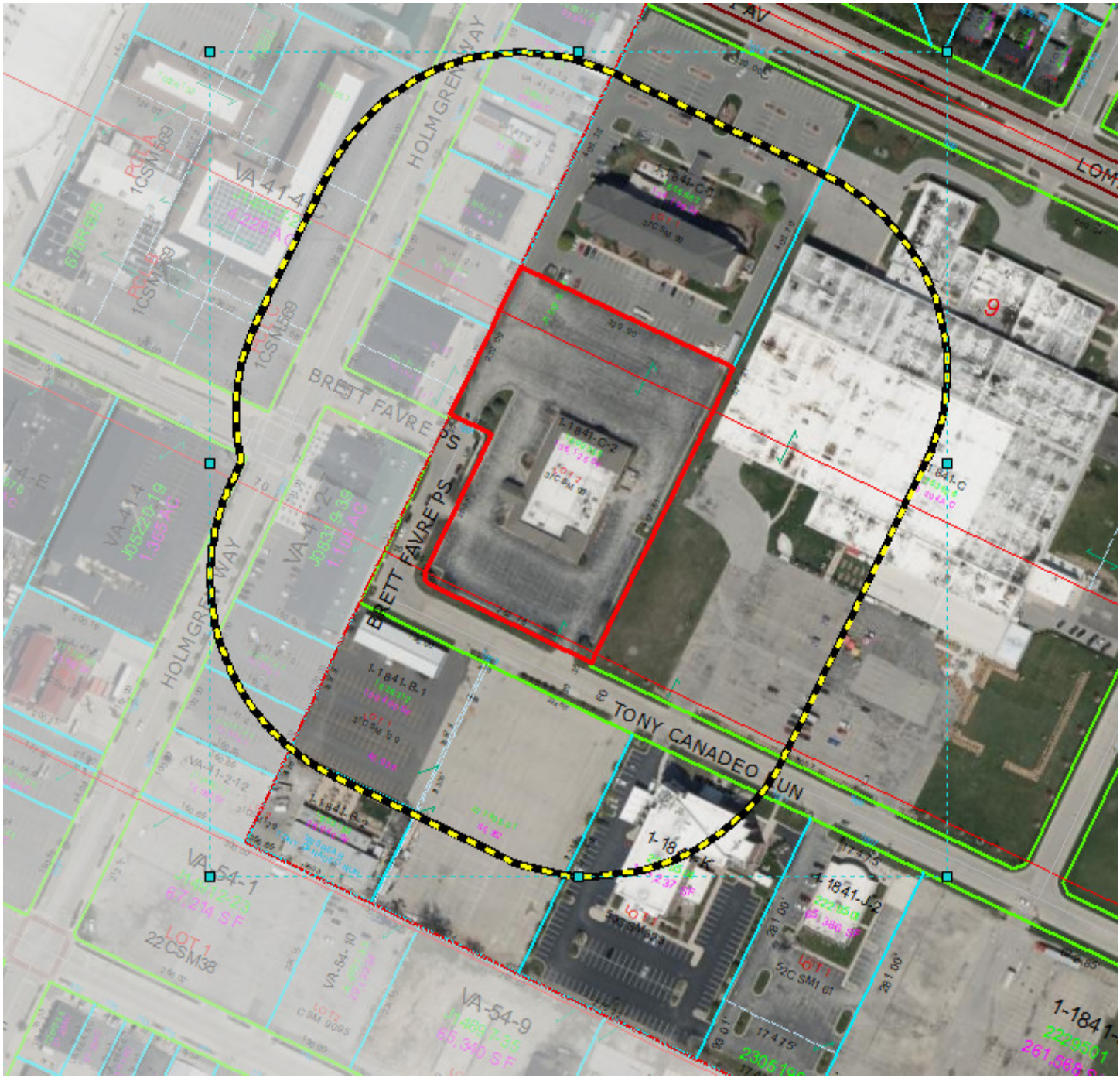
ATTACHMENTS

1. 1004 brett
2. not within 300'
3. liquor moratorium na

Jaime Fuge

From: David Buck
Sent: Tuesday, June 13, 2023 5:47 PM
To: Paul Van Calster; Jon LeRoy
Cc: Jaime Fuge
Subject: RE: 1004 Brett Favre Pass

None for sure on the Green Bay side of the Muni line.



David Buck, AICP
Principal Planner
City of Green Bay
Department of Community & Economic Development
920.448.3411
david.buck@greenbaywi.gov

www.greenbaywi.gov

From: Paul Van Calster <Paul.VanCalster@greenbaywi.gov>
Sent: Tuesday, June 13, 2023 4:08 PM
To: Jon LeRoy <Jon.LeRoy@greenbaywi.gov>; David Buck <David.Buck@greenbaywi.gov>
Cc: Jaime Fuge <Jaime.Fuge@greenbaywi.gov>
Subject: FW: 1004 Brett Favre Pass

Good Afternoon Guys,

Please let Jaime know if there are issues with this address.

Thanks,

Paul

Paul Van Calster, P.E.
Chief Building Official

City of Green Bay
Department of Community and Economic Development
100 N. Jefferson St., Room 608
Green Bay, Wisconsin 54301
Office 920-448-3299
Fax 920-448-3426
paulvc@greenbaywi.gov
www.greenbaywi.gov

From: Jaime Fuge <Jaime.Fuge@greenbaywi.gov>
Sent: Tuesday, June 13, 2023 9:24 AM
To: Paul Van Calster <Paul.VanCalster@greenbaywi.gov>
Subject: 1004 Brett Favre Pass

Good Morning,

Is 1004 Brett Favre Pass within 300’ of a school, church, hospital?

Thank you,

Jaime Fuge
Green Bay Deputy Clerk

City Of GreenBay > Parcel Data

Find a Parcel

Current Parcel: 1-1841-C-2

1004 BRETT FAVRE PASS

LEGACY GREEN BAY LLC

226 MIRAMAR DR GREEN BAY WI 54301

Street View Map • Green Bay Parcel Map • Google Map

Assessment Records | Zoning and Districts | Brown County Parcel Data | Inspection Records

Special Assessments | Requests For Service | Police Calls

Zoning and Districts **AlderPerson**

Zoning and Districts

Alt Boundary Electrical Inspector: **W**	Industrial: **N/A**	Community Development Block Grant Area: **N/A**
SB621 Wards: **36**	Business Improvement District: **N/A**	Archeological: **N/A**
Opportunity Zone: **YES**	Wellhead Zoning: **N/A**	Historic District: **N/A**
Zoning: **GI (General Industry)**	Central Business District: **N/A**	Liquor Moratorium Area: **N/A**
Conditional Use Zoning: **CUSE**	Development Districts: **N/A**	Neighborhood Association: **N/A**
Planned Unit Development Zoning: **PUD**	Tax Increment Finance District: **23**	

Flood

FIRM Panel: **55009C0256F**	Floodway: **N/A**	Static Base Flood Elevation: **N/A**
Floodplain: **N/A**	LOMA: **N/A**	

Voting

	2021	2011
Ward	36	31
Alderperson	9	9
County Supervisor	8	8

City Service Districts

Forest District: **W5**	Residential Snow Route: **10A**	Fire District: **GN3C**
Assessment District: **220**	Police District: **B1**	Inspection Area: **2**
Sanitation Route: **510 (Friday)**		

Schools

Elementary School: **Beaumont**
Middle School: **Lombardi**
High School: **Southwest**

Census

Census Block Group: **Block Group 2**
Census Tract Number: **021303**
Census Block Number: **Block 2002**

Location

Location Zip Code: **54304**	Latitude: **44.4978339720001**
Side Of City: **WEST**	Longitude: **-88.051927091**

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

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # N.14

To deny the appeal by Elliot Heath of the order issued by Inspections at 3688 Church Rd, and rescind the reinspection fees, contingent upon staff confirmation that the information received is acceptable to resolve the outstanding order prior to Tuesday, June 27.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 22-2109 171858
2. 22-2109 INVOICE171503
3. Heath Appeal
4. Drains
5. SumpDrainage
6. PP Meeting - 3688 Church Road
7. Elliot Heath, 3688 Church Road
8. 3688 Church Rd-From Paul VanCalster

GREEN BAY CITY TREASURER

100 North Jefferson Street, Room 106
Green Bay, WI 54301-5026

INVOICE

Invoice Date	Invoice No.
05/03/2023	171858
Customer Number	
64663	
Invoice Total Due	
$75.00	
Customer PO	**Due Date**
	06/02/2023

TJDM LLC
2270 MAHOGANY TR
DE PERE, WI 54115-1856

0000018202300017185840000007500 2

✂ Please Detach and return top portion with your payment ✂

City of Green Bay, Green Bay, WI 54301 **Invoice Date:** 05/03/2023 **Customer Number:** 64663

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
REINSPECTION FEE FOR 3688 CHURCH RD - CASE #120715 ON 5/2/2023 BY JASON SLADKY [JASON.SLADKY@GREENBAYWI.GOV (920) 448-3298] - FOR A CURRENT OUTSTANDING BALANCE OF $150	1.00	$75.00	EACH	$75.00	$0.00	$0.00	$75.00

Please put Invoice Number on your check.
Make checks payable to City of Green Bay.

Invoice Total: **$75.00**

IF YOU HAVE ANY QUESTIONS REGARDING THIS INVOICE, CONTACT THE INSPECTOR LISTED ABOVE IN THE DESCRIPTION AREA. PLEASE SEE THE BACK SIDE OF THIS INVOICE FOR LEGAL NOTICES AND APPEAL PROCESS INFORMATION. THANK YOU.

ORIGINAL COPY

GREEN BAY CITY TREASURER

100 North Jefferson Street, Room 106
Green Bay, WI 54301-5026

INVOICE

Invoice Date	Invoice No.
04/26/2023	171503
Customer Number	
64663	
Invoice Total Due	
$75.00	
Customer PO	**Due Date**
	05/26/2023

TJDM LLC
2270 MAHOGANY TR
DE PERE, WI 54115-1856

0000018202300017150360000075002

✂ Please Detach and return top portion with your payment ✂

City of Green Bay, Green Bay, WI 54301 **Invoice Date:** 04/26/2023 **Customer Number:** 64663

Description	Quantity	Price	UOM	Original Bill	Adjusted	Paid	Amount Due
REINSPECTION FEE FOR 3688 CHURCH RD - CASE #120715 ON 4/24/2023 BY JASON SLADKY [JASON.SLADKY@GREENBAYWI.GOV (920) 448-3298] - FOR A CURRENT OUTSTANDING BALANCE OF $75	1.00	$75.00	EACH	$75.00	$0.00	$0.00	$75.00

Please put Invoice Number on your check.
Make checks payable to City of Green Bay.

Invoice Total: **$75.00**

IF YOU HAVE ANY QUESTIONS REGARDING THIS INVOICE, CONTACT THE INSPECTOR LISTED ABOVE IN THE DESCRIPTION AREA. PLEASE SEE THE BACK SIDE OF THIS INVOICE FOR LEGAL NOTICES AND APPEAL PROCESS INFORMATION. THANK YOU.

ORIGINAL COPY

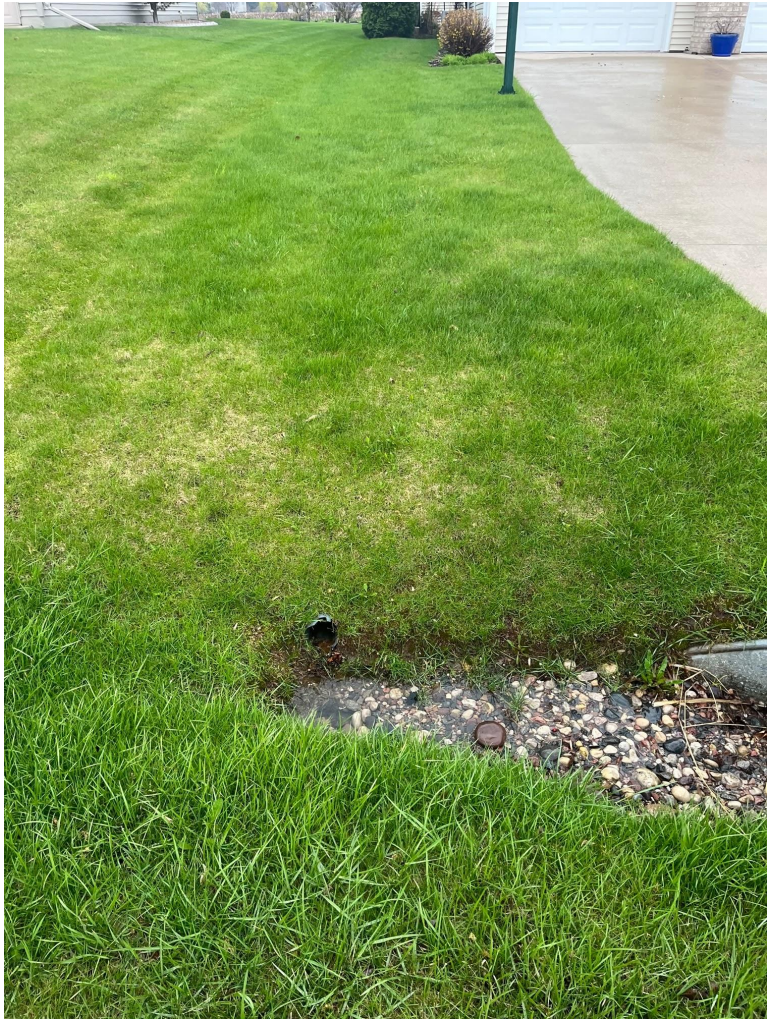
From: Elliot Heath <heath_elliot@yahoo.com>
Sent: Thursday, May 4, 2023 11:24 AM
To: Lacey Cochart <Lacey.Cochart@greenbaywi.gov>
Subject: Appeal

Greetings,

I am writing to appeal the fines and violations that I received in Case #120715 from the City Plumbing Inspector. I would like to speak at the appeal board.

Please let me know if you need any other additional information.

Elliot Heath
3688 Church Road
Green Bay, WI 54311

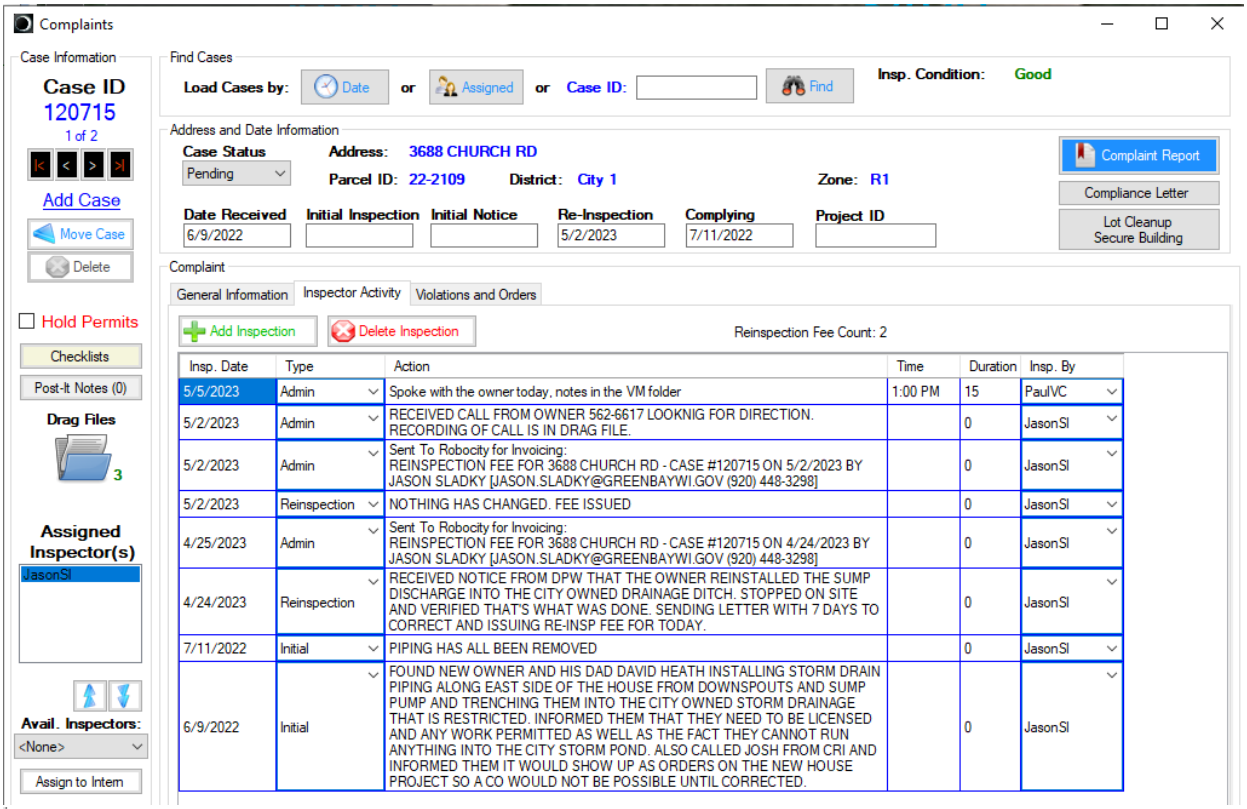


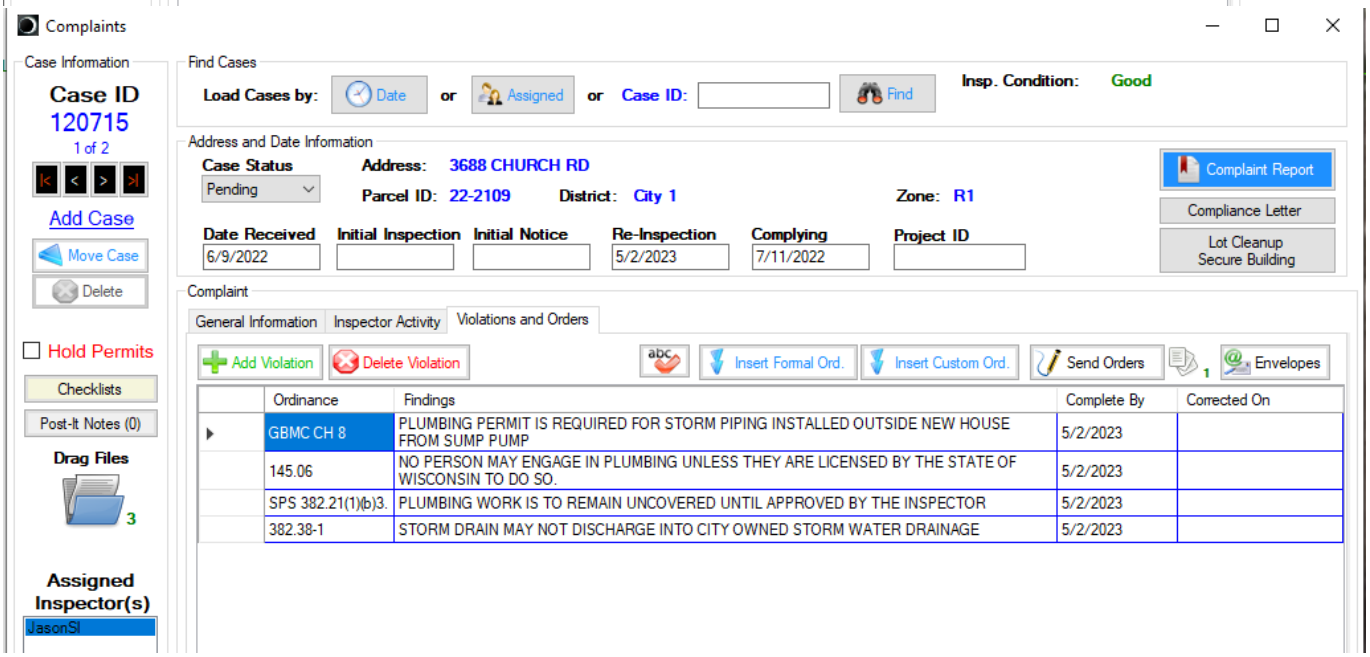
3688 Church Road

SPS 382.38-1 - STORM WATER MAY NOT DISCHARGE INTO CITY OWNED STORM WATER DRAINAGE

Key Points:

- **Complaint on the improper discharge was received on 6/09/2022**
- **Pipe removed 7/11/2022**
- **Complaint that the pipe was reinstalled was received on 4/24/2023**
- **Orders issued 4/25/2023 for the violation**
- **No correction by the due date, reinspection fee issued 0 5/2/203**
- **Still not corrected…..**





Current pipe discharging to City Owned Storm Water Drainage

Elliot Heath, 3688 Church Road.

I am here today to contest a plumbing violation that I recently received in the mail.

Backstory to the violation: I purchased the house on August 1, 2022. Prior to purchase, in July of 2022, while the home builder was still completing the build, my father and I began working on designing the pipes to bury my downspouts and sump pump pipes, as my home builder does not provide this service. Church Road does not have a storm water sewer, so the water is all directed toward a ditch along Church Road which eventually makes its way to the west into the Bay of Green Bay. Because there is no storm sewer, my home builder is not required to run pipes out of the house and therefore does not. I chose to bury my own pipes, with consent from the builder (CRI Development) and developer (KOS Realty), so that I would not have gaudy pipes running across my yard during times of wet weather, as well as not draining directly to my neighbors yard. While working on designing these pipes, the City Plumbing Inspector surprisingly showed up. He immediately became confrontational and was very concerned with what we were doing. We informed him that we were future homeowners and were preparing to lay pipes for our downspouts and sump pump. He continued to be confrontational and informed us that we could not proceed. When asked for an explanation, he said that because we were not current owners of the property, we could not lay any plumbing and would have to remove them. He continued to be confrontational and swore at us multiple times, telling us to “do whatever the fuck we wanted” as his final words. We removed the pipes we had laid out and waited for ownership of the property before continuing.

On August 1, 2022 I took ownership of the property and after getting the property marked by diggers hotline and renting a ditcher from Sunbelt, I buried one PVC pipe to the east of my property connecting my sump pump to edge of my property which eventually drains to a small drainage ditch that leads to a retention pond to the south of my house. We also connected another PVC pipe with 2 downspouts in the front of the house and ran it to the north toward the ditch along Church Road. We did this not in secret, but during the day on Friday August 4th. Last month I received notice that I was in violation of several pluming codes. I contacted my alderwoman who eventually came back with explanation from the city pluming inspector as well as the storm water engineer. While they both provided conflicting technicalities as to why the pipes could not be laid, they did not address several main issues regarding the case.

1. In July of 2022, the city inspector informed me I could only lay the pipes once I took ownership of the property. I removed the pipes and waited until August when I became owner of record before reinstalling the pipes. My father was there that day and will testify as a witness that the inspector told us we could lay the pipes once we became owners. He specifically said that we could no longer proceed with this OUTDOOR project until I took ownership. I followed his instructions exactly and waited to reinstall. We did not install in the middle of the night or attempt to be secretive about it, but rather took his word that we could do it once I became owner of the property.

2. They also failed to explain WHY I was inspected again. I asked the City Inspector WHY I was inspected in 2023 and was told initially that he was called in due to a complaint from the Storm Water Engineer. A second phone call a day later revealed that the city inspector had ended employment with the City of Green Bay shortly after our initial meeting, resumed employment sometime in Spring of 2023, and due to our previous conversations, my house was the one of the first he checked on. Conflicting information.

3. The sump pump line in question leads to the edge of my property, which then eventually leads into a secondary ditch leading to a retention pond. When became aware of the violations, I was told it was because my water drains directly into the ditch, which it absolutely does not. The water comes out of the pipe and makes its way overground into the ditch and eventually into the retention pond (See attached pictures). To avoid further issues and fines, I disconnected my current underground pipe and instead connected to a 14 foot above ground pipe, which clearly does not add curb appeal to the house or neighborhood. This new pipe also drains water directly into the same ditch, as seen by the puddles in the dirt, but was told was completely compliant by the City Inspector. The water is making its way to the EXACT same spot.

4. I was told that my pipes are not installed to code and would need to be changed or replaced should stormwater drains come to Church Road. I told the inspector I understood that risk and would pay for the changes should that time come. There are 25 houses with driveways along Church Road (see attached pictures). 23 of them have buried pipes leading to the ditch along Church Road. Some have one pipe, some have 2. Some are up into the yard, some are down into the ditch. Some are attached to the driveway apron, some are in the grass. As shown in the pictures, every one is different and picking mine out would be difficult. I would like actual proof on how many have hired licensed plumbers to bury these pipes. I have direct and indirect knowledge that many of these houses have installed pipes on their own, or with the use of landscape companies, to bury downspout and sump pump pipes. I also request an inspection into all the back yards of every house along Church Road, as many pipes can be seen, buried underground, many clearly not plumbing code, leading from the houses to various ditches and wooded areas.

5. I was told that my pipe was impeding the controlled burn of the grasses along the retention pond. The controlled burn was done on 5/3 and they came no where near my property or any buried pipes.

6. After receiving the violations, I disconnected all the underground pipes and replaced with the above ground options. Upon doing this, I was told that I was now compliant from the City Inspector, and that we would give me a week without penalty to REMOVE the underground pipes. As they are no longer connected to any running water, I questioned him on how these pipes were now considered “plumbing.” He said we would “agree to disagree “ and I had one week to remove them. I also talked with Jason’s boss and asked for clarification on why the pipes must be removed. He told me my “past history” required me to remove them, and asked me “why wouldn’t you remove them,” to which I replied, “so I don’t have to remove them.” I have been a homeowner and taxpayer in Green Bay since 2011 and have had no issues with the city or any “past history” until the issues with the current inspector. I see the pipes in their current state as no different than a tree, fence, tin can, or ashes of a pet, I believe I can bury anything of my choosing in my property, no different than any other city resident. My past history was one that followed the rules set forth by the city inspector: Wait until you take ownership of the property before continuing.

This is just another attempt of the City Inspector to overstep his authority. He knew he was leaving his position and gave me a bunch of conflicting information last summer. I believe that this inspector is targeting me specifically, harassing me, and I just want the same treatment as every other resident of the neighborhood. I believe that my pipes are no different than any other pipes in the neighborhood and should be allowed to stay in their previous condition, CONNECTED. They are flowing water properly away from my house; they are acting the same as any above ground pipes would do, they are not interfering with the flow of water or draining onto any neighbors property, and they are far more aesthetically pleasing than any above ground option.

Jaime Fuge

From: Paul Van Calster
Sent: Wednesday, June 14, 2023 1:05 PM
To: heath_elliot@yahoo.com
Cc: Jason Sladky; Cheryl Renier-Wigg
Subject: RE: 3688 Church Road

Good Afternoon Elliot,

I am reaching out to you for an update since the Protection and Policy (P&P) meeting. The action item from that meeting was that you were going to have the pipe televised to ensure it was installed correctly. Have you scheduled that to happen yet? Could you let me know when it is scheduled to be done? In connection with that as discussed at the P&P Meeting, Jason would need to be present for that or see the recording of it.

Thanks,

Paul

Paul Van Calster, P.E.
Chief Building Official

City of Green Bay
Department of Community and Economic Development
100 N. Jefferson St., Room 608
Green Bay, Wisconsin 54301
Office 920-448-3299
Fax 920-448-3426
paulvc@greenbaywi.gov
www.greenbaywi.gov

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

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # N.15

To deny an appeal by Tammy Southards at 3490 Yorkshire Rd, follow city orders and submit a plan to address the last 2 drains and implement them in a timely fashion.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Yorkshire Attachment

June 14th, 2023

Greetings Protection and Policy Committee,

Thank you for your time and I apologize for not being able to be present in person as I work until 6:30.

On November 4th, 2022, we received a letter/order from the city of Green Bay stating our downspouts were creating a nuisance and to bury and connect to front yard storm sewer pipes. The picture they sent had 3 downspouts circled along with our creek circled. We set up a meeting to discuss the situation and said we would bury the 3 downspouts. We did discover a pipe that our landscaper had put in discharge to the neighbor's yard and immediately took that out in December of 2022.

The order did state the rain gutters located within 6' of a property line may not be directed toward the neighboring property; we have NO downspouts within 6' of the property line going towards a neighbor in the backyard. With that being stated we had wanted to eventually bury these downspouts so went ahead and agreed to the three we have completed.

On March 7th, 2023, an estimate from Joe at Greenway LS LLC was sent to Paul Van Calster to be reviewed and approve the plan so we could schedule the work and close out this project. We received an email back from Paul saying the contractor would need to submit the permit paperwork along with a sketch of what he is intending to do; if it is not included Jason would follow up with him to seek clarification. Joe received approval for the permit so we took this as confirmation that what was in the estimate, which clearly stated 3 downspouts were getting buried, was sufficient and this project would finally be closed.

The two downspouts that are not connected to the city storm sewer pipes are as follows:

1. One is already buried and connected to our creek; the creek has a pump in it that continually pumps water from the bottom of the creek back to the top. The downspout is connected to this pipe that continually brings water through the creek. This downspout is 23 feet away from the creek and an additional 20 feet from the property line and again is already buried and connected to the creek which does not overflow. This downspout was not included on the map that was sent to us with downspouts circled that the city wanted connected and should not be included in these orders as it is already taken care of.
2. The downspout on the golf shed was not facing the property line, it was going toward our home when the other 3 downspouts were buried and connected. Since we did not bury this one our inspection of the other 3 did not pass. We never agreed to bury this downspout and our contractor did not see that it was necessary as it was not going toward the property line. We are willing to reroute the downspout on the golf shed to connect to the downspout that is connected to the city line if this is what needs to be done to close out this order.

Our contractor Joe Tyrrell has submitted a letter stating the remaining downspouts do not risk overflowing to any adjacent property. The professional opinion of Joe along with the evidence of the estimate that clearly stated we were burying 3 downspouts that we submitted to Paul for clarification and the permit being approved should be sufficient and I ask that this order be closed.

I have also submitted pictures from the last 2 rains; which one day was all day, and there is no evidence of water pooling/flooding in the neighbor's yard. The work all three properties have done should be sufficient and if there are further issues with the complaining property then they should be required to contact an expert to create a plan for their property.

In conclusion and to clarify; we will reroute the downspout on the golf shed to connect with the city line this should conclude our work and if there are any issues with the complaining property, they will need to hire an expert to create a plan for their property. Our expert has concluded that the work completed on all three properties is sufficient.

Thank you for your time,

Tammy Southards

Sent from my iPhone

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

Phone 920.448.3300
Fax 920.448.3426

To: **RANDALL SOUTHARDS**

3490 YORKSHIRE RD
GREEN BAY WI 54311-7299

November 04, 2022
Case #: **132021**
(Initial Inspection 11/4/2022)

Property Address: 3490 YORKSHIRE DR, 22-1588-105

Dear Property Owner:

An inspection was recently conducted at your property. Results of this inspection identified Municipal Ordinance violation(s) that need to be addressed by you, the property owner. Please note the "Correct By" date for correcting each item listed below. Unless I hear from you prior to the Correct By date(s), a re-inspection to check for compliance will be performed on or shortly after each date listed. The City greatly appreciates your effort and commitment to improving the quality of life in our neighborhoods. **Please contact me directly** if you have any questions regarding this notice. Again, thank you for maintaining your property in a code compliant condition.

Erik Wasilewski, Building Inspector
(920) 448-3314 Erik.Wasilewski@greenbaywi.gov

Violations Notice:

Order Number	Findings	Correct By	Inspector Comments
	Hello, We are writing these orders as a result to the numerous complaints due to stormwater issues that have been created and the immediate need to get the issues resolved by the contributing properties involved. The construction that has taken place on your property as well as your neighbor's properties is causing a significant nuisance to another neighboring property. We have come up with a solution that will help resolve these outstanding issues and eliminate as much of the direct flow of water off of your property and on to your neighbors. We will require you to handle the stormwater on your own property as necessary through these included orders. Please read through your orders and call with any questions. Thanks, Erik	12/4/2022	
GBMC	RAIN GUTTERS LOCATED WITHIN 6' OF A PROPERTY	12/4/2022	

	LINE MAY NOT BE DIRECTED TOWARD THE NEIGHBORING PROPERTY		
SPS 382.38-1	DISCHARGE OF STORM WATER TO SURFACE AREA MAY NOT CREATE A NUISANCE	12/4/2022	
	Storm water and ground water discharges may not create a nuisance. There are new gutters on the new golf simulator shed with down spouts discharging into your neighbor's property. Your downspouts pointed toward neighbor causing are causing flooding. You must connect all of the rear yard downspouts around the house and the new golf simulator shed and connect to the front yard into the storm sewer pipes. See attached drawing. These need to be re-directed prior to the date shown.	12/4/2022	
15.05(1)	BUILDING PERMIT REQUIRED. No person shall erect or construct any building or structure, or shall add to, enlarge, move, improve, alter, convert, extend, or demolish any building or structure or cause the same to be done, or shall commence any work covered by this chapter on any structure without first obtaining a building permit. Additional work requiring permits includes the construction of sheds, fences and replacement of or additions to driveways. Owner shall obtain a building permit.	11/18/2022	

All cited violations must be corrected by the date(s) indicated above unless an extension of time is granted. A re-inspection fee in the amount of fifty dollars ($50) will be assessed for each re-inspection required after the above noted correction date or extension date passes and the property is still in non-compliance. In addition, each day that violations continue after this notice shall constitute a separate offense and may be subject to additional re-inspection fees and/or the issuance of Municipal Court citations.

An owner of real property shall give notice to any purchaser that a notice has been issued concerning code violations, where the condition giving rise to the notice of violation has not been corrected.

Erik D. Wasilewski

Erik Wasilewski, Building Inspector
(920) 448-3314,
Erik.Wasilewski@greenbaywi.gov

November 04, 2022
Date

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

Phone 920.448.3300
Fax 920.448.3426

To: **RANDALL SOUTHARDS**

3490 YORKSHIRE RD
GREEN BAY WI 54311-7299

December 06, 2022
Case #: **132021**
(Initial Inspection 11/4/2022)

Property Address: 3490 YORKSHIRE DR, 22-1588-105

Dear Property Owner:

An inspection was recently conducted at your property. Results of this inspection identified Municipal Ordinance violation(s) that need to be addressed by you, the property owner. Please note the "Correct By" date for correcting each item listed below. Unless I hear from you prior to the Correct By date(s), a re-inspection to check for compliance will be performed on or shortly after each date listed. The City greatly appreciates your effort and commitment to improving the quality of life in our neighborhoods. **Please contact me directly** if you have any questions regarding this notice. Again, thank you for maintaining your property in a code compliant condition.

Jason Sladky, Plumbing/HVAC Inspector
(920) 448-3298 Jason.Sladky@greenbaywi.gov

Violations Notice:

Order Number	Findings	Correct By	Inspector Comments
SPS 382.38-1	DISCHARGE OF STORM WATER TO SURFACE AREA MAY NOT CREATE A NUISANCE	12/18/2022	
	Storm water and ground water discharges may not create a nuisance. There are new gutters on the new golf simulator shed with down spouts discharging into your neighbor's property. Your downspouts pointed toward neighbor causing are causing flooding. You must connect all of the rear yard downspouts around the house and the new golf simulator shed and connect to the front yard into the storm sewer pipes. See attached drawing. These need to be re-directed prior to the date shown.	12/18/2022	
15.05(1)	BUILDING PERMIT REQUIRED. No person shall erect or construct any building or structure, or shall add to, enlarge, move, improve, alter, convert, extend, or demolish any building or structure or cause the same to be done, or shall commence any work covered by this chapter on any structure without first obtaining a building permit. Additional work requiring permits includes the	12/18/2022	

	construction of sheds, fences and replacement of or additions to driveways. Owner shall obtain a building permit.		
145.06	No person may engage in plumbing as defined in 145.01(10) unless they are licensed by the State of Wisconsin to do so. There has been storm water piping as well as storm water subsuraface infiltration installed on this property by people that are not licensed to do so.	12/14/2022	
GBMC Sec. 8-360	A plumbing permit is required prior to the installation of plumbing. There will be a permit required for the necessary work on this property	12/14/2022	
384.01	All plumbing materials are to be approved for use in Wisconsin for their intended use	12/14/2022	
382.365	Any and all subsurface infiltration shall be installed in accordance with this section.	12/14/2022	
382.38-1	Storm water discharges may not cause a nuisance. I have discovered there is a 4" corrugated plastic pipe that appears to be discharging storm water from your accessory structure, house roof and yard drains directly into the property at 3485 Edinburgh. All underground drain pipng and infiltration that was not previously permitted, inspected and approved by the City of Green Bay shall be removed. All storm water from the back of the house, yard and accessory structure shall be directed into the city storm sewer system.	12/14/2022	

All cited violations must be corrected by the date(s) indicated above unless an extension of time is granted. A re-inspection fee in the amount of fifty dollars ($50) will be assessed for each re-inspection required after the above noted correction date or extension date passes and the property is still in non-compliance. In addition, each day that violations continue after this notice shall constitute a separate offense and may be subject to additional re-inspection fees and/or the issuance of Municipal Court citations.

An owner of real property shall give notice to any purchaser that a notice has been issued concerning code violations, where the condition giving rise to the notice of violation has not been corrected.

December 06, 2022

Jason Sladky, Plumbing/HVAC Inspector
(920) 448-3298, Jason.Sladky@greenbaywi.gov

Date

Greenway LS
443 N Michigan St
De Pere, WI 54115

Greenway LS

443 N Michigan St.

De Pere, WI 54115

6/7/23

Dear Recipient,

As a licensed utility contractor, it is my professional opinion that no additional drainage/storm sewer work is needed at 3490 Yorkshire Rd. The remaining downspouts requested for connection by the city of Green Bay are not contributors to the nuisance complaint filed by 3485 Edinburgh Rd. Water discharged by the remaining downspouts is contained within the property by use of a detention pond. According to calculations provided in SPS 382, the detention pond and surrounding grading has the capacity to contain the remaining downspout discharge during rain events and does not risk overflowing to any adjacent property.

Sincerely,

Joe Tyrrell

Greenway LS

Jaime Fuge

From: tsouthards@new.rr.com
Sent: Wednesday, May 31, 2023 8:09 AM
To: District One; Lacey Cochart
Subject: RE: 3490 Yorkshire - Drainage Orders

Good morning Attorney Cochart:

We have completed burying 3 downspouts to our home and Paul VanCalster is insisting that we bury the last two. We sent Paul the estimate of the work we agreed to do that our expert Joe recommended and it clearly reads 3 downspouts were getting completed. Permits were accepted and so this should be closed out. Paul did not pass our inspection because of the other two. We are submitting to you an appeal to this work order.

1 downspout was not even going toward the property line it was facing our home, but trying to come up with a solution we applied to the city rain barrel program; we were approved for the city rain barrel program so that downspout is actually going into a rain barrel which Paul is saying that is not acceptable. Why has the city started a rain barrel program that you than can not use? Is Paul going to go to every house that got accepted and inspect every rain barrel?

The other downspout that Paul recently has decided to bring up is actually buried and is tied into our creek that has a pump on it and continually flows water through the creek this downspout is no where near the property line, the creek never overflows there is no issue with this downspout.

We feel we have tried to work with the city to accommodate the drainage issue by completing the downspouts we did, which only one was going in the direction of the property complaining. We were hoping for a compromise, but since he is bringing up a downspout that is already buried and no issue we have no other direction to go than to appeal.

Thank you for your time and please let me know where we go from here,

Tammy Southards

Jaime Fuge

From: Paul Van Calster
Sent: Wednesday, May 17, 2023 2:13 PM
To: tsouthards@new.rr.com; District One; Lacey Cochart; Jason Sladky; Cheryl Renier-Wigg
Subject: 3490 Yorkshire - Drainage Orders

Good Afternoon All,

The drainage from this property was found to be creating a nuisance on an adjacent property. As a result of the findings, orders were issued to connect to the storm sewer system all the downspouts contributing to the rear yard discharge (5 in total – 2 on the shed & 3 on the house). Any request to deviate from those orders would need to be directed to the Inspection Division of the Department of Community and Economic Development for possible consideration. In this case, options were given that did not receive the approval of the Inspection Division. To date, 3 downspouts have been connected. The recommendation to connect only those 3 downspouts which were viewed as contributing the most to the issue is not a viable solution as it does not capture enough runoff water. Additionally, the 1 downspout on the other side of the house contributes as it runs down the rock swale and out past the golf simulator shed. The proposal for a rain barrel is not a viable option as it will not retain enough of the runoff water. Please note as well that although the 2 downspouts off the garage do not impact this issue, they are improperly discharging towards the neighboring property.

The orders still stand to connect all the rear discharging downspouts on the property. If the homeowner wished to appeal the orders, they could submit to the Protection and Policy Committee for consideration.

Thank you,

Paul

Paul Van Calster, P.E.
Chief Building Official

City of Green Bay
Department of Community and Economic Development
100 N. Jefferson St., Room 608
Green Bay, Wisconsin 54301
Office 920-448-3299
Fax 920-448-3426
paulvc@greenbaywi.gov
www.greenbaywi.gov

Jaime Fuge

From: Paul Van Calster
Sent: Thursday, June 15, 2023 4:54 PM
To: tammy
Cc: Cheryl Renier-Wigg
Subject: RE: 3490 Yorkshire - Drainage Orders

Good Afternoon Tammy,

Thank you for returning my call this morning.

To recap that discussion, I went over the resulting stormwater discharge that is created from the 3 remaining sources that contribute to the nuisance discharge during the 10-year storm event that we are required to design for:

- The last portion of the house roof is about 15.2 gallons per minute
- The back half of the golf simulator/shed roof is about 8 gallons per minute
- The yard itself is about 27.6 gallons per minute, which I stated if we viewed as about half being absorbed by the ground it would still be 13.5 gallons per minute
- That total is 37.7 gallons per minute, which is a lot water

We then talked about connecting the one house downspout to the storm drain system; but you do see the need to for the following reasons:

- Your rain barrel did not even overflow yesterday when it rained all day and there was no water in the 4th yard
- The water fall feature has been there for 20 years
- The water fall pond container is more that 6' from the property line
- The water is contained in your water fall landscape feature because the pump keeps the water recycling
- The impacted property should make changes to their property, as you and your neighbors have made connection to the storm sewer system

My responses to this were:

- The rain we received yesterday was not a 10-year event so it was not a valid comparison; but if it had been a 10-year event a 55-gallon barrel would have been overflowing in less than 4 minutes
- The water fall feature may have been there that long, but you just filled in the corner of your yard where the golf simulator/shed was built, changing the drainage storage and pattern for stormwater runoff
- The water fall pond container may be greater than 6' from the property line but is now an expedited flow as it is running in a channel directly down the hill. When that 15.2 gallons per minute overflows the pond container, it will run in to the neighbor's yard
- The 15.2 gallons per minute will over fill the water fall feature and overflow. The pump will not be able pump that extra water.
- I stated that all 3 houses changed the drainage storage and pattern by bringing in fill and now forcing the water into the 4th yard.
- I discussed a possible option could be to not connect the house downspout to the storm drain system now; but that if it still resulted in a nuance, orders would then be written to connect the house downspout. You were not receptive to that offer and declined it.

We talked about a more economical solution to digging up the yard to connect the last house down spout. That option was to put an overflow pipe on the catch basin that was in front of the golf simulator/shed. You stated the catch basin had been removed already, so that would not work.

Lastly, we talked about connecting the back half of the golf simulator/shed roof to the storm drain system. You stated you were going to have the gutters modified to do that, but you decided not to because of the requirement to connect the last house downspout.

If I have misrepresented any of this information, please let me know.

Another suggestion I have is, you could add a yard inlet at the pond container so that yard inlet captures the overflow water from the waterfall feature which is coming from the house roof. That option would be less impactful and less costly than going across the yard.

After discussion with Chery Renier-Wigg, Deputy Development Director, it was concluded there is a nuisance being created by the amount of water being discharged from your property. We discussed several options, some of which would be a cost savings to you. Please determine which option you would like to choose and let our office know your decision. Remember, your plan needs to be reviewed and approved by the City before you install your preferred option.

Thanks,

Paul

Paul Van Calster, P.E.
Chief Building Official

City of Green Bay
Department of Community and Economic Development
100 N. Jefferson St., Room 608
Green Bay, Wisconsin 54301
Office 920-448-3299
Fax 920-448-3426
paulvc@greenbaywi.gov
www.greenbaywi.gov

From: Paul Van Calster
Sent: Wednesday, June 14, 2023 3:00 PM
To: tammy <tsouthards@new.rr.com>
Subject: RE: 3490 Yorkshire - Drainage Orders

Good Afternoon Tammy,

I just left a message at 265-0585 as well. Could you please give me a call to discuss the connection of the two remaining downspouts for your property. I believe we have a solution that would have reduced impact and cost to you.

Thanks,

Paul

Paul Van Calster, P.E.
Chief Building Official

City of Green Bay
Department of Community and Economic Development
100 N. Jefferson St., Room 608
Green Bay, Wisconsin 54301
Office 920-448-3299
Fax 920-448-3426
paulvc@greenbaywi.gov
www.greenbaywi.gov

From: Paul Van Calster
Sent: Friday, May 26, 2023 9:43 AM
To: tammy <tsouthards@new.rr.com>
Cc: Jason Sladky <Jason.Sladky@greenbaywi.gov>; Erik Wasilewski <Erik.Wasilewski@greenbaywi.gov>
Subject: RE: 3490 Yorkshire - Drainage Orders

Good Morning Tammy,

This was my response I sent on Tuesday, which is attached.

I do not fully understand your request, here is how I read it:

- A request to extend your deadline until June 9th
- What has been done to date, connecting the 3 downspouts (2 from house and 1 from shed) is not sufficient to close the complaint and orders
- The down spout on the other side of the golf shed will be connected by June 9
- MISSING CONNECTION – the downspout on the other side of the house discharging the back yard also needs to be connected, that should be done when he is there doing the golf shed

Please let me know if you have any questions.

Your extension to June 9 would be to connect the other side of the shed and the other side of the house? Is that correct?

Thanks,

Paul

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www.greenbaywi.gov

From: tammy <tsouthards@new.rr.com>
Sent: Friday, May 26, 2023 9:14 AM
To: Paul Van Calster <Paul.VanCalster@greenbaywi.gov>
Subject: Re: 3490 Yorkshire - Drainage Orders

Good morning
I just need confirmation that the June 9th extension is fine as I can not get workers here any faster.
Thank you
Tammy

Sent from my iPhone

> On May 22, 2023, at 10:12 AM, tammy <tsouthards@new.rr.com> wrote:
>
> Good morning,
> If you could extend the deadline to June 9th; unless you have decided what we have done is sufficient and this is closed out the downspout by the golf shed will be taken care of in the next two weeks when the work can be fit in to workers schedule.
>
> Tammy Southards
>
> Sent from my iPhone
>
> > On May 17, 2023, at 2:12 PM, Paul Van Calster <Paul.VanCalster@greenbaywi.gov> wrote:
> >
> > Good Afternoon All,
> >
> > The drainage from this property was found to be creating a nuisance on an adjacent property. As a result of the findings, orders were issued to connect to the storm sewer system all the downspouts contributing to the rear yard discharge (5 in total – 2 on the shed & 3 on the house). Any request to deviate from those orders would need to be directed to the Inspection Division of the Department of Community and Economic

Development for possible consideration. In this case, options were given that did not receive the approval of the Inspection Division. To date, 3 downspouts have been connected. The recommendation to connect only those 3 downspouts which were viewed as contributing the most to the issue is not a viable solution as it does not capture enough runoff water. Additionally, the 1 downspout on the other side of the house contributes as it runs down the rock swale and out past the golf simulator shed. The proposal for a rain barrel is not a viable option as it will not retain enough of the runoff water. Please note as well that although the 2 downspouts off the garage do not impact this issue, they are improperly discharging towards the neighboring property.

The orders still stand to connect all the rear discharging downspouts on the property. If the homeowner wished to appeal the orders, they could submit to the Protection and Policy Committee for consideration.

Thank you,

Paul

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paulvc@greenbaywi.gov
www.greenbaywi.gov

<image002.png>

From: Paul Van Calster
To: District One
Cc: tsouthards@new.rr.com; Jason Sladky; Ali Hearley
Subject: RE: 3490 Yorkshire Rd.
Date: Wednesday, March 8, 2023 8:39:00 AM
Attachments: image001.png
Estimate_1544_from_Greenway_LS_LLC.pdf

Good Morning Alder Grant,

This is the bid for the work. The Contractor will need to submit the external plumbing permit as well along with a sketch of what he is intending to do. If it is not included, Jason will follow up with him to seek that clarification.

Thanks,

Paul

Paul Van Calster, P.E.
Chief Building Official

City of Green Bay
Department of Community and Economic Development
100 N. Jefferson St., Room 608
Green Bay, Wisconsin 54301
Office 920-448-3299
Fax 920-448-3426
paulvc@greenbaywi.gov
www.greenbaywi.gov

From: District One <District.1@greenbaywi.gov>
Sent: Tuesday, March 7, 2023 8:40 PM
To: Paul Van Calster <Paul.VanCalster@greenbaywi.gov>
Cc: tsouthards@new.rr.com
Subject: 3490 Yorkshire Rd.

Paul,
Please see the attached estimate from Joe at Greenway LS LLC. He reviewed the Southards property/water drainage issues and with his expertise, what he thinks is the best solution. The

resident would like confirmation that they can move forward with this plan.

Thank you!

Alderman Jennifer Grant
District 1
920-510-6861

Greenway LS LLC
443 N Michigan St
De Pere, WI 54115 US
920-655-4675
joseph@tyrrell.com
www.GreenwayLS.com

Estimate

ADDRESS
Tammy Southards 3490 Yorkshire Rd Green Bay, WI 54311

ESTIMATE #	DATE	
1544	03/07/2023	

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	4" PVC Drain pipe leading from the back yard downspouts to the storm sewer lateral	90	25.00	2,250.00
	Connect downspouts to drain system	3	250.00	750.00
	Permit and connect to the existing storm sewer lateral pipe. Includes refilling trenches with native soil and removal of excess soil after the inspection.	1	845.00	845.00

TOTAL **$3,845.00**

Accepted By

Accepted Date

From: Joe Tyrrell
To: Jason Sladky
Cc: Erik Wasilewski; Paul Van Calster; Pete O"Connor
Subject: Re: Yorkshire/Edinburgh Drainage Orders
Date: Tuesday, February 21, 2023 3:46:25 PM

Can I assume the deadline of June 1, 2023 is accurate?

> Joe Tyrrell
> Greenway LS
> (920) 655-4675
> GreenwayLS.com

On Feb 16, 2023, at 8:52 AM, Jason Sladky <Jason.Sladky@greenbaywi.gov> wrote:

Hi Joe,

The house at 3490 has been ordered to connect all their rear yard downspouts to the storm sewer system.

Thank you,

Jason Sladky
Plumbing/HVAC Inspector
Department of Community and Economic Develoment
City of Green Bay, WI 54301
(920)448-3298
www.greenbaywi.gov

From: Erik Wasilewski <Erik.Wasilewski@greenbaywi.gov>
Sent: Wednesday, February 15, 2023 12:19 PM
To: Jason Sladky <Jason.Sladky@greenbaywi.gov>
Cc: Paul Van Calster <Paul.VanCalster@greenbaywi.gov>; Pete O'Connor <Pete.O'Connor@greenbaywi.gov>
Subject: FW: Yorkshire/Edinburgh Drainage Orders

Jason,
See attached email in regards to the Yorkshire/Edinburgh Drainage Orders. We can go through this too when we all get together this afternoon.

Erik Wasilewski
Building Inspector
City of Green Bay
Community & Economic Development Department
920.448.3314
greenbaywi.gov

From: Joe Tyrrell <joseph@tyrrell.com>
Sent: Wednesday, February 15, 2023 12:09 PM
To: Erik Wasilewski <Erik.Wasilewski@greenbaywi.gov>
Subject: Yorkshire/Edinburgh Drainage Orders

Case#132018

Hello,

I've been working with the homeowners on 3490/3486 Yorkshire and 3495 Edinburgh to install drainage pipes connecting their downspouts to their lateral. I met with 3490 and 3495 yesterday and will be providing an estimate soon. The latest email I have regarding the completion is from Jason Sladky on December 14, 2022 which states the project has a deadline of June 1, 2023. Please confirm that information is correct.

I have a couple of follow-up questions...

-The homeowner on 3490 Yorkshire stated that he was required to connect the downspout on one side of his shed. The other one drains towards the front of the shed and they were told that they could install a rock garden for that one downspout. Is that correct?

-On 3495 Edinburgh, do you have a record of the lateral path between the house and the street?

I appreciate your time. Thanks!

Joe Tyrrell
Greenway LS LLC
(920) 655-4675
www.GreenwayLS.com

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

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # N.16

To receive and place on file a request by Ald. Scannell (District 7) to review with possible action the restrictions on malt beverages for Quadricycles.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Protection and Policy Committee-D7 Communication
2. 125.09 General Restrictions

Jaime Fuge

From: noreply@civicplus.com
Sent: Wednesday, June 7, 2023 4:10 PM
To: Celestine Jeffreys; Eric Genrich; Jaime Fuge; Amaad Rivera
Subject: Online Form Submittal: Alders' Petitions and Communications

Alders' Petitions and Communications

Name	Randy Scannell
Committee Name	Protection and Policy Committee
Text of Communication	To review with possible action the restrictions on malt beverages for Quadricycles.

Email not displaying correctly? View it in your browser.

formed or it may consist of uncompensated community service work. Community service work ordered under par. (bd), other than community service work performed under a supervised work program, shall be administered by a public agency or nonprofit charitable organization approved by the court. The court may use any available resources, including any community service work program, in ordering the person to perform community service work under par. (bd).

2. The supervised work program or other community service work shall be of a constructive nature designed to promote the person's rehabilitation, shall be appropriate to the person's age level and physical ability and shall be combined with counseling from a member of the staff of the county department, community agency, public agency or nonprofit charitable organization or other qualified person. The supervised work program or other community service work may not conflict with the person's regular attendance at school. The amount of work required shall be reasonably related to the seriousness of the person's offense.

(bp) When a court suspends a person's operating privilege under par. (bd), the department of transportation may not disclose information concerning or relating to the suspension to any person other than a court, district attorney, county corporation counsel, city, village or town attorney, law enforcement agency, driver licensing agency of another jurisdiction, or the person whose operating privilege is suspended. A person entitled to receive information under this paragraph may not disclose the information to any other person or agency.

(bt) A person who is under 17 years of age on the date of disposition is subject to s. 938.344 unless proceedings have been instituted against the person in a court of civil or criminal jurisdiction after dismissal of the citation under s. 938.344 (3).

(c) A law enforcement officer investigating an alleged violation of par. (b) shall confiscate any official identification card or other documentation that constitutes evidence of the violation.

History: 1989 a. 31, 253, 336; 1991 a. 39; 1995 a. 77; 1997 a. 27, 35, 205, 283; 2001 a. 109; 2007 a. 20, 164; 2017 a. 226.

125.09 General restrictions. (1) PUBLIC PLACE. No owner, lessee, or person in charge of a public place may permit the consumption of alcohol beverages on the premises of the public place, unless the person has an appropriate retail license or permit. This subsection does not apply to municipalities, buildings and parks owned by counties, regularly established athletic fields and stadiums, school buildings, campuses of private colleges, as defined in s. 16.99 (3g), at the place and time an event sponsored by the private college is being held, churches, premises in a state fair park or clubs. This subsection also does not apply to the consumption of fermented malt beverages on commercial quadricycles except in municipalities that have adopted ordinances under s. 125.10 (5) (a).

(2) POSSESSION OF ALCOHOL BEVERAGES ON SCHOOL GROUNDS PROHIBITED. (a) In this subsection:

1. "Motor vehicle" means a motor vehicle owned, rented or consigned to a school.

2. "School" means a public school, a parochial or private school, or a tribal school, as defined in s. 115.001 (15m), which provides an educational program for one or more grades between grades 1 and 12 and which is commonly known as an elementary school, middle school, junior high school, senior high school, or high school.

3. "School administrator" means the person designated by the governing body of a school as ultimately responsible for the ordinary operations of a school.

4. "School premises" means premises owned, rented or under the control of a school.

(b) Except as provided by par. (c) no person may possess or consume alcohol beverages:

1. On school premises;

2. In a motor vehicle, if a pupil attending the school is in the motor vehicle; or

3. While participating in a school−sponsored activity.

(c) Alcohol beverages may be possessed or consumed on school premises, in motor vehicles or by participants in school−sponsored activities if specifically permitted in writing by the school administrator consistent with applicable laws, ordinances and school board policies.

(d) A person who violates this subsection is subject to a forfeiture of not more than $200, except that ss. 125.07 (4) (c) and (d) and 938.344 provide the penalties applicable to underage persons.

(3) PLACE−TO−PLACE DELIVERIES. No person may peddle any alcohol beverage from house to house where the sale and delivery are made concurrently.

(6) MUNICIPAL STORES. No municipality may engage in the sale of alcohol beverages, except as authorized under s. 125.26 (6). This subsection does not apply to municipal stores in operation on November 6, 1969.

(7) MUNICIPALITY PROVIDING IDENTIFICATION SCANNERS. No municipality may provide, to any retail licensee under this chapter, any device capable of scanning an official identification card, as defined in s. 125.085 (1) (a) and (b).

History: 1981 c. 79, 158; 1983 a. 74; 1985 a. 218; 1995 a. 77; 2009 a. 302, 395; 2013 a. 106, 215.

This section does not prohibit the consumption of alcohol beverages by bed and breakfast proprietors, their friends, or their personal guests in areas that are off−limits to the public or to renters. 80 Atty. Gen. 218.

125.10 Municipal regulation. (1) AUTHORIZATION. Any municipality may enact regulations incorporating any part of this chapter and may prescribe additional regulations for the sale of alcohol beverages, not in conflict with this chapter. The municipality may prescribe forfeitures or license suspension or revocation for violations of any such regulations. Regulations providing forfeitures or license suspension or revocation must be adopted by ordinance. Any municipality may, by ordinance, regulate contests, competitions, or other events for the exhibition, demonstration, judging, tasting, or sampling of homemade wine or fermented malt beverages.

(2) REGULATION OF UNDERAGE PERSONS. A municipality or a county may enact an ordinance regulating conduct regulated by s. 125.07 (1) or (4) (a), (b) or (bm), 125.085 (3) (b) or 125.09 (2) only if it strictly conforms to the statutory subsection. A county ordinance enacted under this subsection does not apply within any municipality that has enacted or enacts an ordinance under this subsection.

(3) ZONING. Except as provided in s. 125.68, this chapter does not affect the power of municipalities to enact or enforce zoning regulations.

(4) REGULATION OF CLOSED RETAIL PREMISES. A municipality may not prohibit the permittee, licensee, employees, salespersons, employees of wholesalers issued a permit under s. 125.28 (1) or 125.54 (1); employees of permittees under s. 125.295 with respect to the permittee's own retail premises; or service personnel from being present on premises operated under a Class "A", "Class A" or "Class C" license or under a Class "B" or "Class B" license or permit during hours when the premises are not open for business if those persons are performing job−related activities.

(5) FERMENTED MALT BEVERAGES ON COMMERCIAL QUADRICYCLES. (a) A municipality may, by ordinance, prohibit the consumption of fermented malt beverages by passengers on a commercial quadricycle within the municipality.

(b) Notwithstanding sub. (1), an ordinance enacted before January 1, 2014, regulating the possession or consumption of open containers of alcohol beverages in public places may not prohibit the possession or consumption of alcohol beverages by passen-

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

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # N.17

To refer to staff for a policy change and a plan on how it would be implemented, a request by Ald. Johnson (District 9) for a revision to the city's process with handling sign permits to allow for one application and one point of contact to facilitate the approval of sign installations.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2023-05-17 Dist 9 to P and P

From: noreply@civicplus.com
To: Celestine Jeffreys; Eric Genrich
Subject: Online Form Submittal: Alders" Petitions and Communications
Date: Thursday, May 18, 2023 10:43:23 AM

Alders' Petitions and Communications

Name	Brian Johnson
Committee Name	Protection and Policy Committee
Text of Communication	For consideration and possible action a revision to the city's process with handling sign permits to allow for one application and one point of contact to facilitate the approval of sign installations.

Email not displaying correctly? View it in your browser.

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

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # N.18

To refer to staff a communication by Ald. Johnson to update the procedure, if possible, ordinance if necessary, to terminate the requirement for paper submittals of site plans.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2023-05-18 Dist 9 to P and p

From: noreply@civicplus.com
To: Celestine Jeffreys; Eric Genrich
Subject: Online Form Submittal: Alders" Petitions and Communications
Date: Thursday, May 18, 2023 12:29:06 PM

Alders' Petitions and Communications

Name	Brian Johnson
Committee Name	Protection and Policy Committee
Text of Communication	For consideration and possible action to terminate the requirement for paper submittals of site plans.

Email not displaying correctly? View it in your browser.

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

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # N.19

To refer to staff General Ordinance No. 4-23 for further review on the definition of the section of a waiting room with recommendation of modification or removal, clarification if mobile massage and home massage locations would fall under this ordinance, lighting to include light therapy and to change the closing hour 9 p.m.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. G.O. 04-23 regarding Massage Establishment Licenses

GENERAL ORDINANCE NO. 04-23

AN ORDINANCE
CREATING SECTION 10-95,
GREEN BAY MUNICIPAL CODE,
RELATING TO MASSAGE ESTABLISHMENTS

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

SECTION 1. Section 10-95, Green Bay Municipal Code, is hereby created to read:

10-95. Massage Establishments.

(a) It shall be unlawful for any person, corporation, or other legal entity to cause or permit the operation of a massage establishment or for a person to engage in the practice of massage therapy or bodywork therapy or perform massage therapy or bodywork therapy for gain as a massage therapist, bodywork therapist, agent, manager, or employee, except in strict compliance with this section.

(b) *Definitions***.** The following words, terms, and phrases, when used in this section, shall have the following meanings, except where the context clearly indicates a different meaning:

Chief means the Chief of Police of the Green Bay Police Department or their designee.

Common Council means the Common Council of the City of Green Bay.

Establishment or *massage establishment* means a place of business having a permanent location wherein private massage therapy or bodywork therapy is practiced, used, or made available.

Intimate parts means the breasts, buttocks, anus, groin, scrotum, penis, vagina, or pubic mound of a human being.

Licensee means a person, partnership, corporation, or other legal entity possessing a massage establishment license under this section.

Massage therapy or bodywork therapy means the science and healing art that uses manual actions and adjunctive therapies to palpate and manipulate the soft tissue of the human body in order to improve circulation, reduce tension, relieve soft tissue pain, or increase flexibility. "Massage therapy or bodywork therapy" includes determining whether manual actions and adjunctive therapies are appropriate or contraindicated, or whether a referral to another health care practitioner is appropriate. "Massage therapy or bodywork therapy" does not include making a medical, physical therapy, or chiropractic diagnosis.

Massage therapist or *bodywork therapist* means a person licensed by the State of Wisconsin pursuant to Wis. Stats. Ch. 460, as it may be amended, and related statutes or rules, who practices, administers, uses, or offers to practice, administer, or use massage therapy or bodywork therapy for a consideration.

Operator means any person, association, firm, partnership, or corporation licensed by the City to operate a massage establishment.

Patron means any person who receives massage therapy or bodywork therapy under such circumstances that it is reasonably expected that they will pay money or give any consideration therefor.

Waiting area means an area adjacent to the main entrance that is separate from any area where massage therapy or bodywork therapy takes place.

(c) *Massage Establishment License.*

(1) *License required.*

a. No person, corporation, or other legal entity shall cause, or permit the conduct of a massage establishment without having first obtained a license from Common Council in accordance with this section. A separate license shall be acquired for each such establishment.

b. No license shall be transferred between locations or persons and no massage establishment license shall be sold or be subject to transfer of corporate assets or change of corporate officers or directors.

(2) *Term.* The license term shall be January 1 through December 31.

(3) *Fee.* The license fee shall be as provided in the City Fee Schedule. License fees shall be nonrefundable and shall be prorated for the license term. The application must be accompanied by payment of the License fee or upon such portion of the fee as the number of months, or fraction of a month, remaining until December 31 of each year.

(4) *Location.*

a. No license shall be granted for any establishment the main entrance to which is within seventy-five (75) feet of the main entrance to a residence or of the common entry hall to residences, nor for any room or rooms in any hotel or motel, except upon approval by the Common Council, or unless the establishment occupancy predates the creation of this section.

b. A licensed massage therapist or bodywork therapist may perform massage therapy or bodywork therapy at a massage establishment licensed pursuant to this section, appropriately zoned for the business and possessing a valid certificate of occupancy from City Inspections, or at the place of residence or business of a client receiving massage therapy or bodywork therapy. Massage therapy or bodywork therapy shall not be performed as a home occupation in a residentially zoned district.

(5) *Application submission.* Applications shall be made on forms supplied by the City Clerk.

(6) *Application contents.* All applications shall contain all required information or shall be rejected by the Clerk. All applications shall include all of the following.

a. The location and address of the proposed establishment.

b. An individual, each person of a partnership or joint venture, or an agent of a corporation must provide all of the following personal background information:

1. Name and present address.

2. Two (2) immediately previous addresses and dates of residence at each.

3. Their height, weight, color of hair and eyes, written proof of age, and submission of a copy of a government-issued ID.

4. Their business or occupation history for the two (2) years immediately preceding the date of application.

5. Whether they have had a similar license revoked or suspended in any jurisdiction and, if so, the name of the municipality and the reason for the suspension or revocation.

6. Whether they have been convicted of any crime or ordinance violation other than traffic offenses within the past three (3) years and, if so, a listing of the same and the locations thereof.

c. If the applicant is a corporation, the names and addresses of each officer and director and of the stockholders of such corporation, together with the extent of the ownership of each and a statement whether such officer, director, or stockholder holds office or stock in any other corporation conducting a similar business in the State of Wisconsin. Any application submitted on behalf of a corporation shall be made by an agent registered as such who shall have been a resident of the State of Wisconsin for at least ninety (90) days.

d. All phone numbers of the proposed establishment.

e. The name, address, state license number, phone number, and a copy of one (1) form of government-issued ID of each person employed as a massage therapist or bodywork therapist by the applicant at the proposed establishment at the time of application;

f. The name, address, state license number, phone number(s), and a copy of one (1) form of government-issued ID of each massage therapist or bodywork therapist, other than those employed by the applicant, who may by virtue of any arrangement with the applicant practice, administer, or offer to practice or administer massage therapy or bodywork therapy at the licensed premises.

g. A floor plan of the establishment which details with particularity the rooms in which massage therapy or bodywork therapy will be practiced, the reception area, the restrooms, and any other areas accessible to clientele.

h. A policy of malpractice insurance written by an insurance company licensed to do business in the State of Wisconsin and verified by a certificate of insurance in an amount of no less than one million dollars ($1,000,000.00) in coverage per employee.

i. The application shall contain a statement signed by the applicant and each individual of a partnership or joint venture that all information contained therein is true and correct.

(d) *Licensure of massage therapists and bodywork therapists required.* No person or entity shall engage in the practice of massage therapy or bodywork therapy or perform massage therapy or bodywork therapy for gain unless such person has previously been issued and holds a valid license of registration pursuant to Wis. Stats. Ch. 460.

(e) *Granting of Licenses.*

(1) *Administrative approval.*

a. Prior to Common Council approval, the Chief shall certify that the application has successfully completed a background check and shall make a recommendation to the Common Council as to whether the application should be approved and a license issued.

b. Prior to Common Council approval, the Director of Community and Economic Development, or their designee, shall certify that the premises complies with all applicable laws and regulations, including applicable building and fire code requirements. No license shall be granted for a premises not in compliance with such laws and regulations.

(2) *Common Council approval.* Applications complying with the provisions of this section shall be forwarded to the Common Council for action. The Common Council shall review the application, the applicant's qualifications, and all other relevant factors and determine whether to grant or deny the license application.

(3) *License fee*. Upon approval by the Common Council, the Clerk shall request a license fee pursuant to the City Fee Schedule. The license fee is nonrefundable and must be paid in full prior to issuance of the license.

(4) *Renewal.* Renewal applications are due on or before November 1 of each year. The Common Council shall take action on each timely-filed renewal application prior to the expiration of the current license on December 31. If a renewal application is received after November 1, notice of Council's intent to grant or deny the renewal application, as well as notice of any accompanying hearing, may not be available before the license expires on December 31.

(5) *Denial.* The Common Council may deny an application for a massage establishment license upon a determination that the applicant does not meet the qualifications for possessing such a license. A denial determination may be based on any relevant factors, including, but not limited to, those listed in this subsection. In the event of denial, the applicant shall receive written notification setting forth the specific reasons for the denial within ten (10) days.

a. The operation as proposed by the applicant does not comply with all applicable state laws and this Code.

b. Within the past three (3) years, the applicant or any partner, officer, director, or stockholder thereof has been convicted in a court of competent jurisdiction of an offense under Wis. Stats. Chs. 944 or 961.

c. The applicant or any partner, officer, director, or stockholder has been convicted in a court of competent jurisdiction of an offense against the person or property of another.

d. The applicant or any partner, officer, or stockholder has been convicted of any other federal, state, county, or municipal offense that is substantially similar to those listed herein.

e. The information required on the application is incomplete or the applicant has knowingly or with the intent to deceive made a false, misleading, or fraudulent statement of fact in the application or in any other document required by the City in conjunction therewith.

f. The applicant has not resided in Wisconsin for at least ninety (90) days prior to date of application.

(6) *Appeals of application denials.* Any applicant whose application for a massage establishment license has been denied by the Common Council may appeal such determination upon written request for a hearing on their application, which must be submitted to the City Clerk within ten (10) days of the notice of denial.

a. *Evidentiary hearing*. Upon appeal, the Common Council shall conduct a hearing on the application to determine if the applicant possesses the qualifications required for licensure under this section.

1. The hearing may be held in open or closed session depending on the nature of the evidence to be presented. The Common Council shall determine whether the arguments shall be presented orally or in writing, or both.

2. The applicant may be represented by counsel, present and examine witnesses, and have a transcript of the hearing prepared at the licensee's expense.

b. *Council action*. At the conclusion of the evidentiary hearing, the Common Council, following deliberation in open or closed session, shall determine whether to uphold the denial or grant the application.

c. *Notice*. The City Clerk shall notify the applicant in writing of the Common Council's decision within ten (10) days after Council makes its determination.

d. *Certiorari*. Any appeal of the Common Council's decision shall be by writ of certiorari to Brown County Circuit Court.

(f) *Regulation of operations and licenses.*

(1) Each massage establishment shall at all times maintain and comply with the following operational regulations.

a. The licensee shall comply with all City Codes.

b. There shall only be one (1) sign posted at the main entrance. The sign shall be non-flashing.

c. No establishment shall be open for business between the hours of 10:00 P.M. and 6:00 A.M.

d. Any massage therapists or bodywork therapists employed by the establishment shall possess valid licenses pursuant to Wis. Stats. Ch. 460.

e. No person under the age of eighteen (18) years shall be permitted on the establishment premises unless accompanied by their parent, guardian, or spouse, or upon written authorization executed by the underage person's parent, guardian, or spouse.

f. No intoxicating beverages or substance included in Wis. Stats. ch. 961, sub. II, except those possessed pursuant to a valid prescription from a licensed professional, shall be permitted in the licensed establishment. Food shall be permitted only when there is no charge, and in compliance with Brown County health code.

g. The licensee shall provide a waiting area for patrons that is separate from any area in which massage therapy or bodywork therapy takes place. There shall be direct access to this area from the main entrance or from a hallway connected only to the main entrance.

h. A licensed massage therapist or bodywork therapist shall be present on the establishment premises at all times during hours of operation, shall administer all massage therapy or bodywork therapy at the establishment, and shall be responsible for massage therapy or bodywork therapy operations of the establishment.

i. At any time during its hours of operation, the establishment shall permit inspection of the premises by City building inspectors, fire inspectors, health inspectors, or personnel of any law enforcement agency for purpose of ascertaining compliance with this section and conducting routine inspections. Application for and acceptance of a license under this section constitutes consent to such inspection. Any inspection shall include areas let, subleased, or subject to any other business.

j. The licensee shall keep records of the name, address, proof of state licensure, and at least one (1) copy of a form of government-issued ID of each of its massage therapists and bodywork therapists, as well as the names and addresses of its agents, managers, and employees and the dates of employment and termination of each. Such records shall be open to inspection by any of the personnel listed in this section. These records shall be retained for a period of ninety (90) days.

k. The licensee shall keep records of the name, address, proof of state licensure, and at least one (1) copy of a form of government-issued ID of each massage therapist or bodywork therapist, other than those employed by the licensee, who may by virtue of any arrangement with the licensee practice, administer, or offer to practice or administer massage therapy or bodywork therapy at the establishment. Such records shall be open to inspection by any of the personnel listed in this section. These records shall be retained for a period of ninety (90) days.

l. The licensee shall report any change of any fact required on the application form and all personnel changes to the City Clerk within ten (10) days of such change.

m. The licensee shall have and maintain in full force and effect during the license term a policy of malpractice insurance written by an insurance company licensed to do business in the State of Wisconsin and verified by a certificate of insurance in an amount of no less than one million dollars ($1,000,000.00) in coverage per person.

n. Rooms in which massage therapy or bodywork therapy is practiced or administered shall have at least seventy (70) square feet of clear floor area and shall maintain a light level of no less than forty (40) foot candles as measured at three (3) feet above the floor. Lighting in colors other than white shall be prohibited. Such rooms shall not be locked during business hours or during massage therapy or bodywork therapy sessions.

o. Massage therapy or bodywork therapy tables shall have a surface which is impervious to liquids and shall be furnished with linen, either disposable or washable, which are changed for each client,

p. Massage establishments shall prominently display their City-issued establishment license on the premises during all hours of operation.

q. Massage establishments shall at all times be equipped with an adequate supply of clean sanitary towels, coverings, and linens. Clean towels, coverings, and linens shall be stored in cabinets or other appropriate facilities. Towels and linens shall not be used on more than one patron unless they have first been laundered and disinfected. Soiled linens and paper towels shall be deposited in approved receptacles.

(g) *Revocation, suspension, and nonrenewal of license.* The Common Council, for just cause, may revoke, suspend, or nonrenew any license granted under this section upon serving written notice of the grounds forming a basis for the revocation, suspension, or nonrenewal upon the licensee. The notice shall contain the street address or other description sufficient to identify the licensed establishment and a description of the grounds for revocation, suspension, or nonrenewal. The notice may be served via personal service or by certified mail. If the licensee cannot reasonably be served, notice may be served by publication as a Class 1 notice. The notice of revocation, suspension, or nonrenewal shall provide for a hearing upon the licensee's submission of a written request to the City Clerk within ten (10) days of service. Absent a timely request for a hearing, the City Clerk shall administratively revoke, suspend, or nonrenew the license, as set forth in the notice.

(1) *Grounds.* A license granted under this section may be revoked or be suspended for up to six (6) months by the Common Council upon valid grounds, including, but not limited to, any of the following.

a. The licensee has made or recorded any statement required by this section knowing it to be false, fraudulent, or intentionally deceptive.

b. The licensee has violated a provision of this section.

c. The licensee has violated a provision of this Code.

d. The licensee or any massage therapist, bodywork therapist, or other employee of the establishment has advertised for any massage therapy, bodywork therapy, or related services to be performed at the establishment that involve sexual acts or any contact with the intimate parts of any person.

d. One or more massage therapist, bodywork therapist, or other employee of the establishment has been convicted of an offense under Wis. Stats. ch. 944.

e. One or more massage therapist, bodywork therapist, or other employee of the establishment has been convicted of an offense against the person or property of a patron.

f. One or more massage therapist, bodywork therapist, or other employee of the establishment has been fined under Wis. Stats. § 460.15 or whose license has been the subject of discipline by the applicable credentialing board or the Wisconsin Department of Safety and Professional Services.

g. One or more massage therapist, bodywork therapist, or other employee of the establishment has been convicted of an offense involving substances in Wis. Stats. ch. 961, sub. II, that reasonably relates to the establishment, where there is shown the participation or knowledge of any other establishment personnel or of any individual within the business structure of the licensee.

h. One or more massage therapist, bodywork therapist, or other employee of the establishment has been convicted of a criminal offense involving sexual contact as defined by Wis. Stats. § 939.22 (34) or sexual intercourse as defined by Wis. Stats. § 939.22 (36) or any other criminal offense that substantially relates to the individual's employment with the establishment.

i. One or more massage therapist, bodywork therapist, or other employee of the establishment has been convicted of a criminal offense involving exposing their intimate parts, or any portion thereof, to any other person.

j. One or more massage therapist, bodywork therapist, or other employee of the establishment has been convicted of a criminal offense involving exposing the intimate parts, or any portion thereof, of any other person for the purpose of sexual humiliation, degradation, arousal, or gratification.

k. One or more massage therapist, bodywork therapist, or other employee of the establishment, while in the presence of any other person in a massage establishment, failed to conceal with a fully opaque covering, the intimate parts of their body, if the purpose of such failure is sexual humiliation, degradation, arousal, or gratification.

l. One or more massage therapist, bodywork therapist, or other employee of the establishment has been convicted of a criminal offense involving offering to perform or to make available, permit, or in any way participate in the performance of any act prohibited in this section.

m. The licensee owning or operating the massage establishment knowingly caused, allowed, or permitted in or about such massage establishment any agent, employee, or any other person under their control or supervision to perform any acts prohibited in this section.

(2) *Hearings on Revocation, Suspension, and Nonrenewal.*

a. *Complaint.*

1. Any resident of the City may file a sworn written complaint with the City Clerk alleging one or more of the grounds listed in this subsection (g) about any licensee holding a license under this section.

2. The City Attorney may commence revocation or suspension proceedings against a licensee by filing a formal complaint with the City Clerk stating the specific grounds for the revocation or suspension.

b. *Summons*. Upon the timely filing of a written request for a hearing, the Common Council shall issue a summons, signed by the City Clerk and directed to any peace officer or constable, commanding the subject licensee to appear before the Common Council on a day and at a place named in such summons and show cause why the

license should not be revoked or suspended. Such summons shall be served at least seven (7) days before the time at which such person is commanded to appear and shall be served by personal service or by certified mail. If the licensee cannot reasonably be served, then notice may be served by publication as a Class 1 notice.

c. *Evidentiary hearing*. The Common Council shall conduct a hearing on a complaint filed under this subsection to revoke or suspend any license granted under this section. The Council shall determine whether the arguments shall be presented orally or in writing, or both.

   1. The hearing may be held in open or closed session depending on the nature of the evidence to be presented. The Common Council shall determine whether the arguments shall be presented orally or in writing, or both.

   2. The licensee may be represented by counsel, present and examine witnesses, and have a transcript of the hearing prepared at the licensee's expense.

   3. The judgment of conviction of any licensee, or employee or agent thereof, in any municipal, state, or federal court, irrespective of whether obtained following trial, plea agreement, or bond forfeiture, shall be prima facie evidence of a violation for purposes of this section. Mitigating circumstances may be introduced with respect to any judgment of conviction.

d. *Council action*. At the conclusion of the evidentiary hearing, the Common Council, following deliberation in open or closed session, shall make one of the following determinations.

   1. No action shall be taken due to insufficiency of the evidence.

   2. No action shall be taken at present because an accommodation on the part of the licensee has been reached.

   3. A suspension of not less than ten (10) nor more than 180 days shall be imposed.

   4. The license shall be revoked.

   5. The complaint shall be tabled pending disposition of pending criminal or Municipal Court proceedings, at which time the matter will be considered and a recommendation made.

e. *Nonrenewal*. A massage establishment license may be nonrenewed based on any of the grounds identified in this section. Each year, the Chief shall identify any license for nonrenewal and provide that recommendation to the Common Council for determination on renewal and provide that recommendation to the Common Council for determination on renewal or intent to nonrenew the license. If the Common Council determines it will not renew, a notice shall be sent to the licensee stating with specificity the grounds for nonrenewal and informing the licensee of the right to a hearing. The licensee shall have ten (10) days to request an evidentiary hearing on the nonrenewal of their license in writing. Such hearing shall be held in accordance with the provisions of this subsection governing hearings on revocations and suspensions.

f. *Notice and Appeal*. The City Clerk shall notify the licensee in writing of the Common Council's decision and any revocation, suspension, or nonrenewal within ten (10) days after Council makes its determination. Any appeal of the Common Council's decision shall be by writ of certiorari to circuit court and must be commenced within 45 days of the date of the notice or be forever barred.

(3) *Commencement of Penalties.* Penalties shall commence the day after they have been imposed by the Common Council. All periods of suspension shall run consecutively.

(4) *Reports by Police Chief.* The Police Chief shall file reports with the City Attorney advising said City Attorney of conduct by a licensee, or employees thereof, which may constitute a basis for disciplinary action.

(h) *Exceptions.* This section shall not apply to the following businesses or professional establishments:

(1) Offices, clinics, or establishments of physicians, surgeons, chiropractors, osteopaths, nurses, or physical therapists licensed or registered to practice their respective professions under the laws of the State of Wisconsin existing for the provision of such occupational services.

(2) Barber shops and beauty parlors which employ barbers and beauticians licensed under the laws of the State of Wisconsin, provided that any massage therapy or bodywork therapy is limited to the head and scalp or where massage therapy or bodywork therapy is an ancillary service offered which accounts for less than twenty-five (25) percent of the business's gross receipts.

(i) *Operation Without a License a Public Nuisance.* The operation of a massage establishment or massage therapy or bodywork therapy activity of any individual without a license under this section is deemed a public nuisance and may be enjoined by the City.

(j) *Penalty.* Any person violating any provision of this section other than the Operation Regulations shall be subject to a forfeiture of not less than one hundred dollars ($100.00) nor more than five hundred dollars ($500.00). Any person violating any provision of the Operation Regulations shall be subject to a forfeiture of not less than five hundred dollars ($500.00) and not more than one thousand dollars (1,000.00). Each day of violation shall constitute a separate offense.

(k) *Severability.* The provisions of any part of this section are severable. If any provision or subsection hereof or the application thereof to any person or circumstances is held invalid, the other provisions, subsections, and applications of this ordinance to other persons or circumstances shall not be affected. It is declared to be the intent of this section that the same would have been adopted had such invalid provisions, if any, not been included herein.

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

SECTION 3. Effective date. This ordinance shall take effect on August 1, 2023.

Dated at Green Bay, Wisconsin, this _____day of _____, 2023.

APPROVED:

_____

Eric Genrich, Mayor

ATTEST:

_____

Celestine Jeffreys, Clerk

law

GENERAL ORDINANCE NO. 14-23

AN ORDINANCE
CREATING SECTION 40-109 AND 40-110
GREEN BAY MUNICIPAL CODE,
RELATING TO ABANDONED BICYCLES

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

SECTION 1. Section 40-109, Green Bay Municipal Code, is hereby created to read:

Sec 40-109. Abandoned Bicycles

(a) *Violation.* No person may leave unattended any bicycle on any public street, highway, building, place or park upon any public or private property, for such time and under such circumstances as to cause the bicycle to reasonably appear to be abandoned.

(b) *Notice of Abandonment.* Any bicycle in violation of sub. (a) may have a notice affixed to it which informs the owner of the bicycle, that the bicycle appears to be abandoned. Only a police officer, the Director of Public works or their designee, or the Parks Director or their designee have authority to affix such notices upon bicycles. The notice shall indicate:

(1) The date and time the notice was affixed;

(2) A phone number for the owner to call to inform the agency which affixed the notice, that the bicycle is not abandoned;

(3) The date and time after which the bicycle may be removed under sub. (c).

(c)

A bicycle shall be deemed as "not abandoned" if the owner of the bicycle, removes the bicycle so as to no longer appear to be abandoned, or within 48 hours of the affixing of a Notice of Abandonment, the owner notifies the agency affixing that notice, that the bicycle is not abandoned.

(d) *Removal.* If a bicycle remains in violation of sub. (a) more than 48 hours after the Notice of Abandonment has been affixed in compliance with sub. (b), that bicycle may be removed by any police officer; the Director of Public works or their designee, or the Parks Director or their designee, and immediately thereafter delivered to the police property room. However, before any designated person removes a bicycle they shall first determine whether their agency has designated the bicycle as "not abandoned." A bicycle designated "not abandoned" may not be removed. A bicycle removed under this section shall remain in the custody of the police department until it is retrieved by the owner or otherwise disposed of according to law.

Sec. 40-110 Special Rules Applicable to Bicycles

(a) *Parking.*

(1) Bicycles parked on streets shall be against the curb in areas where vehicle parking is permitted.

(2) Bicycles parked on sidewalks shall be placed in racks for their support or next to buildings or at the curb and in a manner which affords the least obstruction of pedestrian traffic.

(3) Bicycles parked on public ways shall not be secured to any object within fifteen (15) feet of a crosswalk or to any tree located on public sidewalk or terrace whether paved or not.

(4) Bicycles shall not be secured to any City-owned property signal poles, light poles, sign poles, or other City-owned infrastructure not so designed as a bicycle rack.

(5) Bicycles shall not be parked on the terrace adjacent to any bus stop, freight loading zone, truck loading zone, passenger loading zone, loading zone for people with disabilities, taxi stand or any parking place for persons with disabilities so as to interfere with the unloading or loading of persons or property.

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

SECTION 5. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this _____day of _____, 2023.

APPROVED:

_____
Eric Genrich, Mayor

ATTEST:

_____
Celestine Jeffreys, Clerk

law

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

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # N.21

Informational Only: The Liquor Violation Report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 23LiqVio
2. Report June 19 2023

2023 LIQUOR VIOLATIONS

Subject's Name	Tavern Name And Address	Date/Type Violation	Status of Case
Sukhjit (NMI) Singh 23-211395 2321139553401	Dousman Express 606 Dousman Street	Bartending without an Operator's License	Court Date: 5/4/23; Dismissed without Prejudice
Upinderjit (NMI) Singh 23-211395 W2023-534-012	Dousman Express 606 Dousman Street	No Licensed Operator on the Premises (Owner)	Issued Written Warning
Marco A. Vargas 23-211037 2321103772801	Dino Shell 1828 S Ashland Avenue	Bartending without an Operator's License	Court Date: 5/2/23; 5/3/23 Guilty by Default, $187
Marco A. Vargas 23-211037 2321103772802	Dino Shell 1828 S Ashland Avenue	Sale of Alcohol to Underage Person(s)	Court Date: 5/2/23; Guilty by Default, $502
Juan Perez Maldonado 23-210493 W2023-557-023	Taqueria Maldonado's 1706 Main Street	Violation of Stipulation/Agreement	Issued Written Warning
Fatehajeet (NMI) Singh 23-214991 2321499153401	Marathon Gas Station 610 E. Walnut St.	No Licensed Operator on the Premises (Owner)	Court Date: 05/24/23; Guilty by Default, $187
Fatehajeet (NMI) Singh 23-214991 2321499153402	Marathon Gas Station 610 E. Walnut St.	Violation of Stipulation/Agreement	Court Date: 05/24/23; Guilty by Default, $691
Shanta P. Jackson 23-214991 W2023-534-014	Marathon Gas Station 610 E. Walnut St.	Bartending without an Operator's License	Issued Written Warning
Keishia K. King 23-214991 W2023-534-013	Marathon Gas Station 610 E. Walnut St.	Bartending without an Operator's License	Issued Written Warning

CITY OF GREEN BAY
POLICE DEPARTMENT

TO: **PROTECTION AND POLICY COMMITTEE**

FROM: **COMMUNITY POLICING**

DATE: **June 19, 2023**

From May 22, 2023, to June 19, 2023, there have been no liquor violations, no DA referrals, no ordinance violations and no property referrals.

Sincerely,

LT. STEVE MAHONEY & LT. ERIN BLOCH
DISTRICT POLICING

sp

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

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # N.22

Informational Only: The Clerk's Licensing Report.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 6.19.23 CLERK'S OFFICE LIQUOR LICENSING REPORT

Licenses Granted By Common Council, but not yet Issued as of (6/14/2023):

COMPANY NAME	TRADE NAME	ADDRESS	TYPE	APPROVER	LICENSE GRANTED
Confetti's, Inc. (Renewal)	Confetti's	217 E. Walnut St.	"Class B" Liquor & Class "B" Beer License	Inspections	License Start Date of 7/1/2022. Extension granted until May 2023
Allegedly LLC	Allegedly	2056 Main St.	Class "B" Beer License	Payment, Pickup	Granted 12/20/2022, anticipated opening date of May 19.

Summary of Licenses Granted and Issued for Available Liquor Licenses:

The City of Green Bay has a quota of 172 available “Class B Liquor” and Class “B” Beer licenses under state law.

The City of Green Bay issued 171 of the 172 available “Class B Liquor” and Class “B” Beer licenses.

The City granted 1 license that has not yet been issued (see page 1).

The Clerk’s Office cannot take any more applications for available liquor licenses at this time.

The City of Green Bay set forth by resolution that available liquor licenses are considered to those who apply with fully completed applications and first in time.

Liquor License Checklist:

(https://greenbaywi.gov/264/Liquor-Sales---New-Establishments)

The Clerk’s Office shall only accept the number of applications that we have available licenses.

Summary of Licenses Granted and Issued for Reserve Liquor Licenses:

The City of Green Bay has a quota of 32 Class B Combination Liquor and Beer Reserve licenses under state law.

The City of Green Bay has 2 Class B Combination Liquor and Beer Reserve issued.

The City of Green Bay has 1 Class B Combination Liquor and Beer Reserve application pending (on this agenda).

A Reserve liquor license in the City of Green Bay costs $10,000 (one-time non-refundable issuance fee) plus the license fee prorated. The license shall not be transferred or surrendered.

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

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # N.23

Informational Only: Report by GBPD and GBFD regarding Nalox-ZONE box discussion.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Dose of Reality Flyer
2. Naloxone Handout

Carrying NARCAN® — a Lifesaving Dose of Reality

The opioid epidemic is growing. The use of illegal opioids (including heroin and some forms of fentanyl) and the misuse of prescription opioids are impacting people across communities, incomes, ethnicities, races, and age groups. In 2020 alone, Wisconsin saw 1,227 opioid-related overdose deaths. How can you help? By carrying NARCAN®, a safe, effective method for rapidly reversing the effects of an opioid overdose.

How does NARCAN® work?

NARCAN® safely reverses the effects of an opioid overdose for 30 to 90 minutes, and only affects people with opioids in their body. It comes in an easy-to-use nasal spray.

Who should carry NARCAN®?

Anyone can carry NARCAN®. In fact, many health experts feel NARCAN® should be a part of every home's first-aid kit. You should carry NARCAN® if:

- You, a friend, or a family member takes or uses opioids.
- You are a health and safety professional (EMS, fire, law enforcement), health care practitioner, or a home health care provider.
- You encounter people who take or use opioids like homeless shelter staff, hotel staff, convenience store workers, and librarians.

When should NARCAN® be given?

The sooner NARCAN® is used, the more successful it can be. NARCAN® should be administered as soon as there are signs of an overdose, like breathing problems, unresponsiveness, snoring, or cold or discolored skin around the lips and fingernails. You may need to deliver more than one dose.

Can I get in trouble for helping someone?

Wisconsin laws state that any person may possess a medication to reverse an opioid overdose, such as NARCAN®. They may also administer or give it. Under the Wisconsin Good Samaritan Law, you cannot be held civilly liable for a good faith effort to provide assistance in a life-threatening situation. State law also provides limited immunity from criminal prosecution for certain amounts of controlled substance possession and the possession of drug paraphernalia for a person who aids another person who experienced an overdose from a controlled substance.

Do you need a prescription for NARCAN®?

No prescription is required.

Where can I get NARCAN® in Wisconsin?

NARCAN® is available for purchase without a prescription at many pharmacies in Wisconsin. It is also available for free through the NARCAN® Direct Program. Find locations near you offering NARCAN® at: https://dhs.wisconsin.gov/opioids/safer-use.htm

We can all help prevent opioid-related deaths by carrying NARCAN®, calling 211 to find resources, treatment options, and support, and by talking with others. When we talk openly about opioids, we can prevent opioid-related deaths. Learn more about opioids and NARCAN® at **doseofrealitywi.gov**

dose of reality

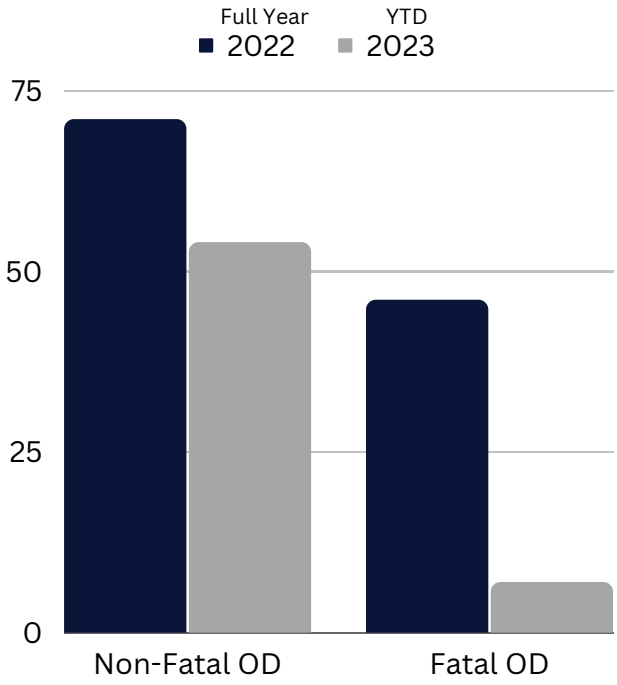
Prevent opioid harm.
It starts with real talks.

WISCONSIN DEPARTMENT of HEALTH SERVICES

P-03093 (02/2022)

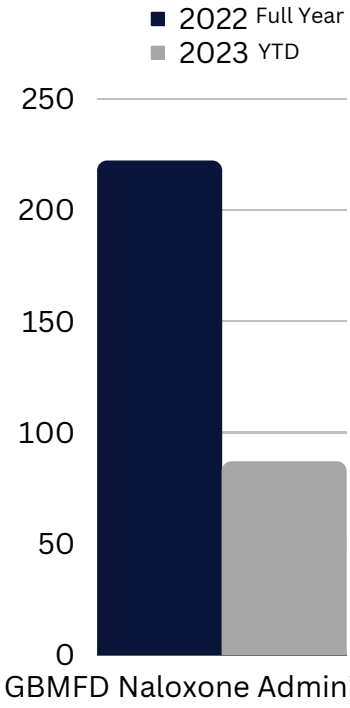
GREEN BAY POLICE DEPARTMENT
GREEN BAY METRO FIRE DEPARTMENT

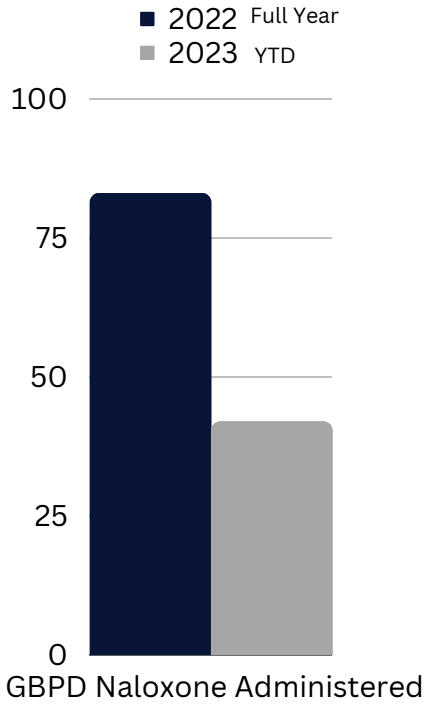
OVERDOSE CHART



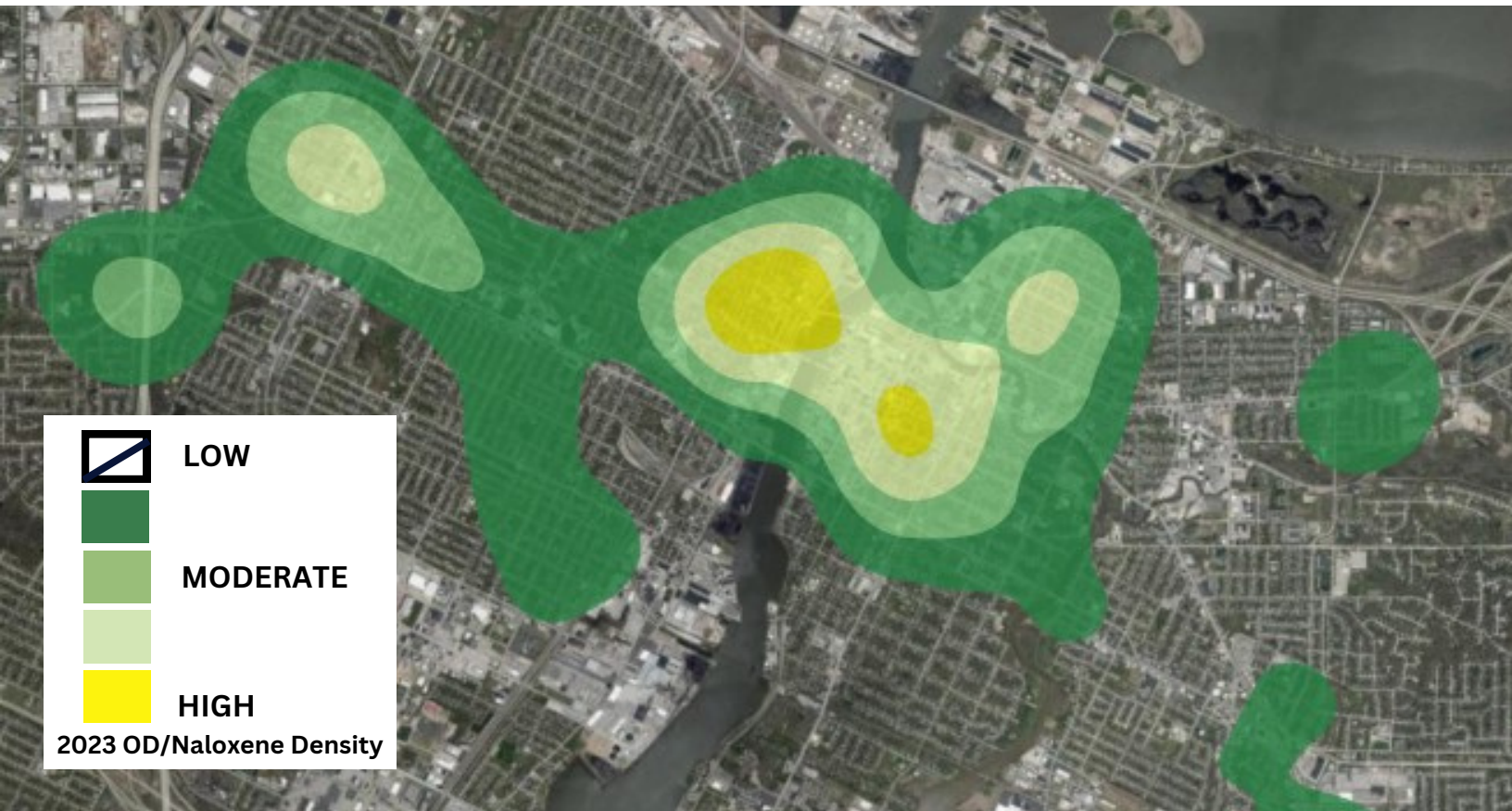
- **Non-Fatal Overdoses**
  - **2022: 71 2023 YTD: 54**
- **Fatal Overdoses**
  - **2022: 46 2023 YTD: 7**

NALOXONE ADMINISTERED





- **GBMFD Naloxone Doses**
  - **2022: 222 2023 YTD: 87**
- **GBPD Naloxone Doses**
  - **2022: 83 2023 YTD: 42**



REPORT OF THE PROTECTION AND POLICY COMMITTEE
GRANTING OPERATOR LICENSES
June 27, 2023

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

Adams, Kiaya C
Alsteen, Jayme M
Alvarez, Wendy Mae
Arce, Tanya L
Boyd, Samuel J
Breitrick, Stacy A
Bruss, Jenna G
Bruss, Maxwell J
Buckley, Stacy L
Butcher, Alli M
Caelwaerts, Brenda L
Chojnacki, Michael F
Christensen, Zachary R
Christnot, Richard A
Converse, Edward J
Cormier, Katherine N
Dagneau, Lucas D
De Clerc, Matthew S
Delorit, Savanah R
Denny, Derick C
Doefer, Douglas J
Doxtater, Kiandra M
Duquaine, Robert J
Eastman, Patience T
Ebbole, Andrew T
Edminster, Kristi M
Fisher, Erin R
Gardner, Audra A
Gerhardt, Jacob R
Gillaume, Nathan J
Glad, Samantha R
Gonzales, Ricky S
Haupt, Alexia A
Hebert, Brittany L
Hill, Patricia A
Holmes, Alexander W
Howard, Shantae K
Jacques-Thyrion, Angeli J
Jansen, Michelle J
Jardon, Amanda M
Johnson, Debra L
Jones, Elijah R
Kahl, Melanie E
Kajune, Tony L.
Kazaluckas, Bobbie J
Keyser, Elizabeth E
Killoran, Kathryn S
Kinney, Molly S
Knopf, James H
Kuske, James F
Lee, Wendy A
Liggins, Lisa A
Loch, Kathy M
Luedeman, Blake A
Lusardi, Wendy J
Mabry, Robert J
Madsen, Meg E
Malmberg, Darren W
Manislovich, Deliyah
Matz, Michael D
Maurer-Just, Dakota M
Niemi, Isabel M
Olejniczak, Joshua S
Otto, Christian C
Paprocki, Rhonda L
Peters, Deborah L.
Piontek Cotter, Alissa J
Pirman, Francis M
Poellinger, David D
Powers, Chase W
Radloff, Adam J
Rentmeester, Jason R
Reynard, Janice L
Schlies, Greg L
Schuessler, Jeremy R
Sewell, Brandy S.
Singh, Simranjeet
Singh, Vishaldeep
Skenadore Jr, Gordon L
Smith, Cynthia J
Smith, Joshua J
Smith, Kimberlee A
Terrien, Beverly A
Thrun, Tracy N
Thuerwachter, Cassandra L
Turner, Sumer N
Valentyn, Daniel J
Valentyn, Michael L
Vanden Eng, Kim I
Vandervest, Daniel J
VanderZanden, Kristi K
VanPay, Adam J
Volk, Michelle N

Webster, Yako S
Williams, Jennifer L
Wilson, Charly C
Wilson, Janessa A M
Witte, Rebekah M
Zamora, Margaret O

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
June 27, 2023	David Buck, Staff

AGENDA ITEM # P.1

To approve a request for a Planned Unit Development (PUD) at 1265 Lombardi Avenue for campus signage package, subject to adoption of the Planned Unit Development District Ordinance (PUD). (Public hearing held 6.12.2023).

BACKGROUND

Reason for Request: To approve a Lambeau Field campus signage plan.

Surrounding Zoning and Land Uses:
SUBJECT: Public Institutional (PI); Lambeau Field and Sporting/Event Campus
NORTH: Low Density Residential (R-1) & Office Residential (OR); Single-family dwellings & Short-Term Rentals
SOUTH: Village of Ashwaubenon; Single-family dwellings & Short-Term Rentals
EAST: Village of Ashwaubenon; Event Center and Sporting/Event Campus
WEST: Village of Ashwaubenon; Commercial and Sporting/Event Campus

Comprehensive Plan: The 2022 Smart Growth Plan designates this area for Other Public or Semi-Public uses. Proposed and current uses are compatible and complimentary with the future land use map.

Report: The subject property includes the Lambeau field and associated sports campus including atrium, retail, museum, restaurants, tailgate venue, etc. The campus is located on a single 60 acre parcel located on the south side of Lombardi Avenue between South Ridge Road on the west, South Oneida Street on the east, and Valley View Dr on the south.

Lambeau Field was established and has been operating at 1265 Lombardi Avenue since 1957 and has always included a variety of identity and directional signage over the past 66 years. The Green Bay Packers, Inc. management of the property has steadily increased signage at the site as the Packer football franchise improved the site, raised activity levels at the stadium and made available higher levels of sponsorship opportunities. The Lambeau Field campus had frankly not been addressed by City zoning until the 1990s when the zoning code was rewritten and the stadium parcel rezoned to the Public institutional (PI) District. Campus signage was then regulated and signage in excess of allowances were addressed by the request of Zoning Code variances. As the campus has continued to develop, sponsorship and directional signage has increased at an arguably aggressive rate at much larger sizes making it increasingly difficult to prove hardship, which is the criteria for which variances are granted leading to the need for this signage package PUD.

This request is to create a PUD for campus signage. Discussion between the Green Bay Packers, Inc. and city staff took place culminating in an inventory of all exterior signage on-site. Staff asked the Packers representative to determine future needs as well so they could be included in the PUD allowing permits for installation of new or amended signage with a simple sign permit rather than having to amend the PUD, which can take an extended period of time. The applicant provided an exterior signage audit for existing signs and

stated that these are all the permanent signage envisioned for property at this moment, but are requesting that the sizes be increased by 10% each. The referenced sign audit is included in the packet.

Identity, sponsorship and directional/informational signage can be summarized as follows with requested increases:

Sign Type	Count	Existing Square Footage	Proposed Square footage
Building mounted signs:	58 signs	14,164 square feet	15,580 square feet
Banner/pole mount signs:	188 signs	10,964 square feet	12,060 square feet
Ground signs:	77 signs	5,409 square feet	5,950 square feet
Totals:	323 signs	30,537 square feet	33,590 square feet

The campus is large at 60 acres and the existing signage on-site does not appear to be excessive. The staff recognizes that the standards associated with signs in the zoning ordinance are not equipped to address the unique needs of a major league sports facility and believes the 10% area increase of the proposed sign package is not inconsistent with the intent of city sign regulations and will not be a harm to the public interest. Should additional signage be proposed, it will require amendment to the PUD, other than that signage which is exempt in the existing sign code (Muni Code, Chapter 30, Article I, Section 30-6: https://library.municode.com/wi/green_bay/codes/code_of_ordinances?nodeId=COOR_CH30SI_ARTIINGE_S30-6EXSI).

Alderperson Wery, the Lombardi Neighborhood Association, the Village of Ashwaubenon, and property owners located within 400' from the campus have been notified of the request. The staff has received no inquiries regarding the proposed PUD as of the drafting of this report.

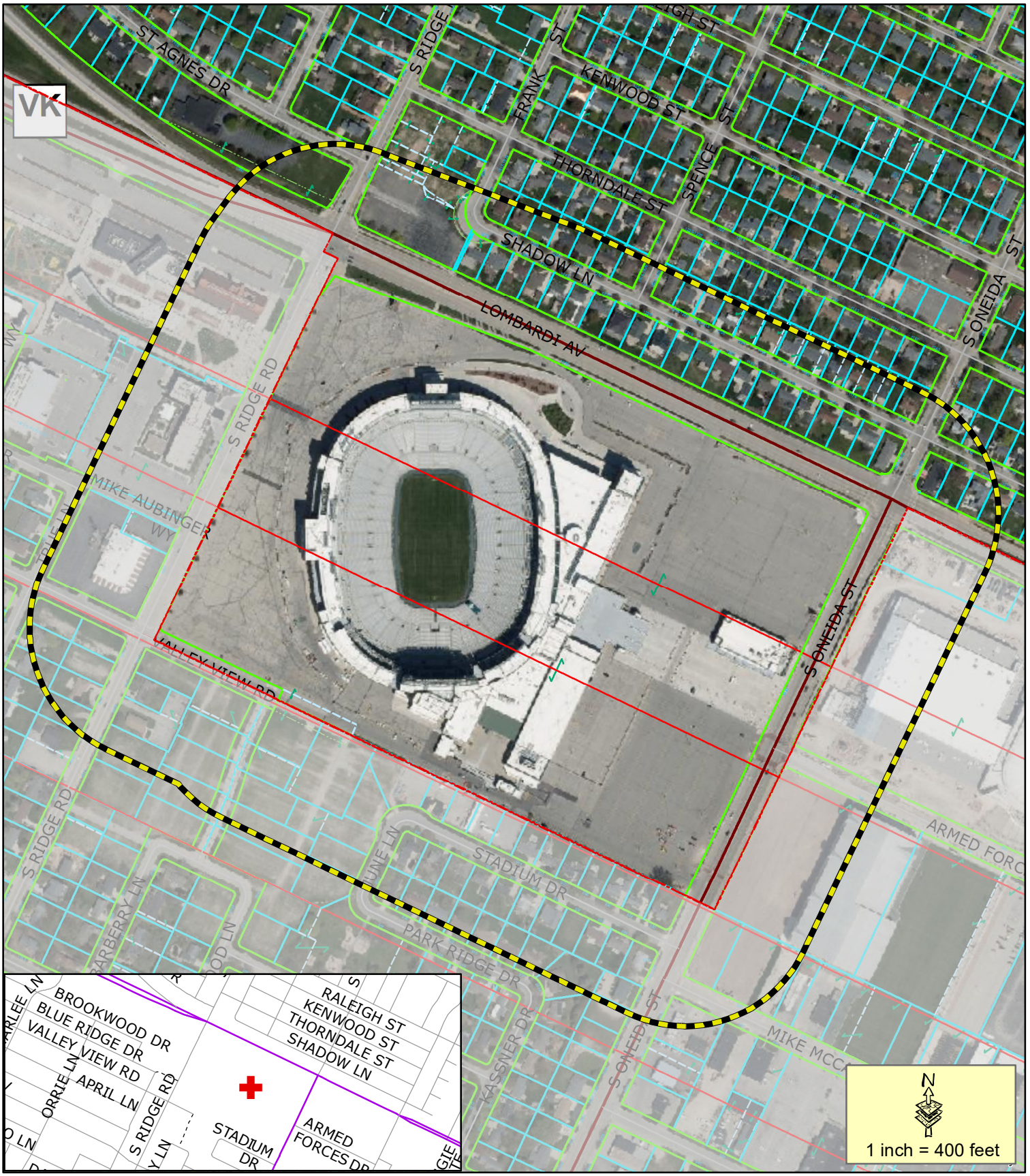
RECOMMENDATION

Approval of the request, subject to the Planned Unit Development District Ordinance (PUD)

FISCAL IMPACT

ATTACHMENTS

1. ZP 23-17 Map
2. Plan Commission Request
3. ZO XX-23 Draft PUD for 1265 Lombardi-Lambeau Signage with attachment



Proposed PUD

200' Property Owner Notice

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

Zoning Petition (ZP 23-17) Proposed Planned Unit Development (PUD) at 1265 Lombardi Ave

CITY OF GREEN BAY 1854 Titletown, USA

REQUEST FOR CITY ACTION
PLAN COMMISSION

Community and Economic
Development Department
100 N. Jefferson Street, Rm 608
Green Bay, WI 54301-5026
(920) 448-3400 - phone
(920) 448-3426 - fax
www.greenbaywi.gov

Location of Property: Lambeau Field

Parcel Number(s): 1-1841-A

Petitioner(s): Green Bay Packers, Inc. ("GBP") Date: 5/1/23

Email: hansonj@packers.com Phone Number: (920) 569-7306

Address: 1265 Lombardi Avenue City: Green Bay State: WI Zip: 54304

Property Owner: City of Green Bay (Lease - with GBP) Phone Number:

Submit this Request Form and all required attachments to the Community and Economic Development Department, Room 608, City Hall

To: Honorable Mayor and Common Council, c/o City Clerk

I, Jerry Hanson, GBP Staff Counsel, respectfully request that the City of Green Bay take the following action:

- ☐ Rezone Property ($375.00 Review Fee)
- ☐ Conditional Use and CUP Amendment, including Single Lot Duplexes ($375.00 Review Fee)
- ☐ PUD and PUD Amendments ($425.00 Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Subdivision Plat ($150.00 + $35.00 per Lot/Outlot Review Fee)
- ☐ Approve Preliminary Condominium Plat ($250.00 + $35.00 per Lot/Outlot/Lot Equivalent Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Certified Survey Map ($250.00 Review Fee)
- ☐ Approve Final City/Extraterritorial Subdivision Plat ($150.00 Review Fee)
- ☐ Approve Final Condominium Plat ($150.00 Review Fee)
- ☐ Grant a City/Extraterritorial Subdivision/CSM Variance ($150.00 Review Fee)
- ☐ Development District Map Amendment ($200.00 Administration Fee)
- ☐ Official Map Amendment ($200.00 Administration Fee)
- ☐ Plat of Right-of-Way ($200.00 Administration Fee)
- ☐ Discontinue a Public Utility Easement ($200.00 Administration Fee)
- ☐ Street Name Change ($200.00 Administration Fee)
- ☐ Declare City Property "City Surplus" ($200.00 Administration Fee)
- ☐ Vacate a Street/Alley/Pedestrian Way ($300.00 Administration Fee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- ☐ Closure of Street/Alley/Pedestrian Way ($300.00 Administration Fee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- ☐ Comprehensive Plan Amendments ($275.00 Review Fee)
- ☑ Other ($200.00 Administration Fee): Existing Signage Review

Owner Signature: _____ Date: _____

Petitioner Signature(s): Jerry H Hanson GBP staff Counsel

Checklist of required attachments:

- **Map**
- **Legal Description**
- **Applicant Narrative Describing Project**
- **All Other Pertinent Information**

For office use only:
Review Fee:_____ Receipt No.:_____ Zoning Petition No.:_____

ZONING ORDINANCE NO. XX-23

AN ORDINANCE
CREATING A PLANNED UNIT DEVELOPMENT (PUD)
OVERLAY DISTRICT RELATED TO SIGNAGE FOR PROPERTY AT
1265 LOMBARDI AVENUE
(ZP 23-17)

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 establishing a Planned Unit Development Overlay District on the following described below:

Parcel Identification and Legal Description:

Parcel No.	Address	Legal Description
1-1841-A	1265 Lombardi Ave., Green Bay, WI 54304	LOT 1 OF 14 CSM 109 MAP 2826 IN 1037667 BNG PRT OF LOT 10 OF MORRIS & BROMLEY SUBD OF S1/2 OF PC 13 WSFR & BNG PRT OF PCS 14 & 15 WSFR EX RD IN 2259844 & PRT VAC VALLEY VIEW RD DESC IN 2629904 BNG PRT OF PC 15 WSFR

Land Area comprises approximately 59.928 acres

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

A. The City recognizes that the standards associated with signs in the Municipal Code are not equipped to address the unique needs and special circumstances related to a major league sports facility. Therefore, a Planned Unit Development (PUD) is being utilized to create a Lambeau Field campus master sign plan regulating identity, sponsorship and directional/informational signage. All signage at the Lambeau Field campus addressed as 1265 Lombardi Avenue shall be in conformance with attached Exhibit A, and as regulated within this PUD, other than that signage which is exempt in the existing Sign Code (Municipal Code, Chapter 30, Article I, Section 30-6)

B. Compliance with all the regulations of the Green Bay Municipal Code not otherwise addressed within the PUD.

SECTION 3. The provisions of this ordinance, including, without limitation, the granting of a conditional-use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property. All

obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

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

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

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

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

SECTION 8. This ordinance shall not take effect until a public hearing is held thereon as provided by Chapter 44, Article II, Division 2, Section 44-82 Zoning Amendments, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2023.

APPROVED:

_____
Eric Genrich, Mayor

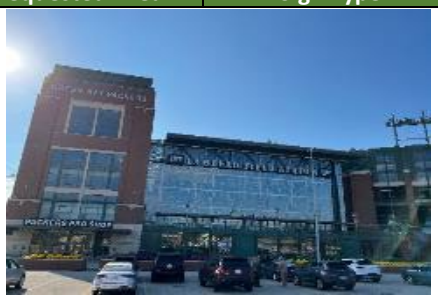
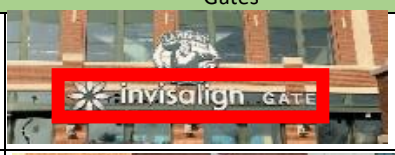
ATTEST:

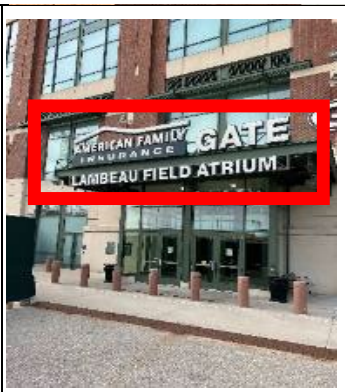
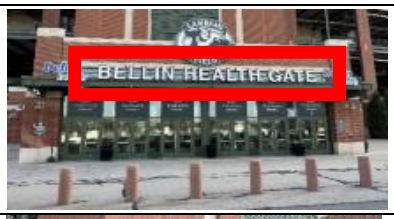
_____
Celestine Jeffreys, City Clerk

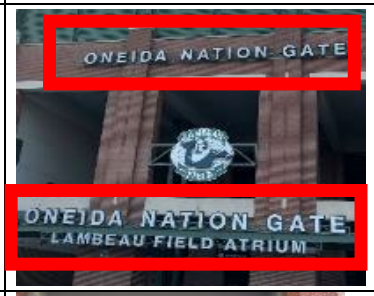
db:

Attachments:
Exhibit A – Permitted Signage Inventory

EXHIBIT A - PERMITTED SIGNAGE INVENTORY-LAMBEAU

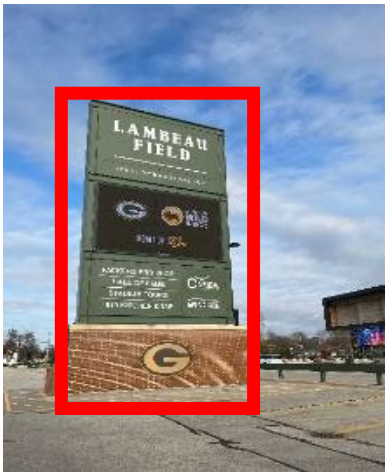
Location	Photos	Requested Area	Sign Type
			
Scoreboards			
North endzone LF		Scoreboard: 14036 sq ft LF Letters: 951 sq ft	Building mounted
South endzone G		2650 sq ft	Building mounted
Gates			
Invisalign Gate		530 sq ft	Building mounted
Invisalign Gate side signs **(X2)** 2 signs, one-sided		85 sq ft each or 170 sq ft total	Building mounted

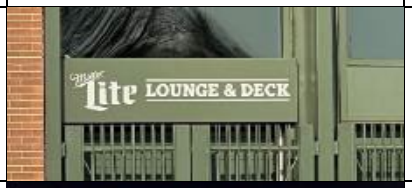
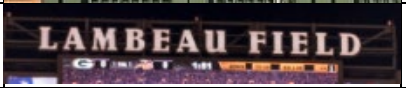
American Family Insurance gate **(x2)** 2 signs, one-sided		265 sq ft each or 530 sq ft total	Building mounted
Miller Lite Gate		156 sq ft	Building mounted
Bellin Health Gate		230 sq ft	Building mounted
Bellin gate side signs **(x4)** 4 signs, one-sided		27 sq ft each or 108 sq ft total	Building mounted
Kwik Trip Gate		110 sq ft	Building mounted
Kwik Trip Gate side signs **(x2)** 2 signs, one-sided		30 sq ft each or 60 sq ft total	Building mounted

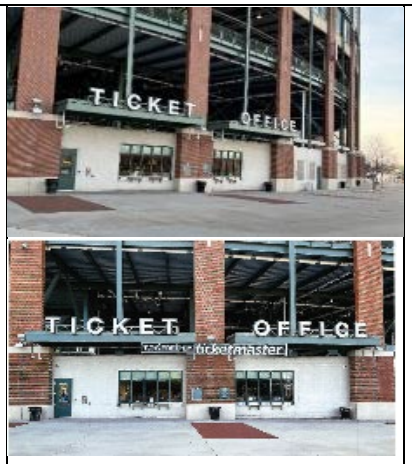
Associated Bank Gate		200 sq ft	Building mounted
Fleet Farm Gate		92 sq ft	Building mounted
Fleet Farm Gate side signs **(x2)** 2 signs, one-sided		60 sq ft each or 120 sq ft total	Building mounted
Oneida Nation Gate **(x2)** 2 signs, one-sided		230 sq ft each or 460 sq ft total	Building mounted
Oneida Nation Gate side signs **(x2)** 2 signs, one-sided		22 sq ft each or 44 sq ft total	Building mounted
Special Exceptions Gate		18 sq ft	Building mounted
Other			
Lambeau Field sign above gates **(x5)** 5 signs, one-sided		182 sq ft each or 910 Sq ft total	Building mounted

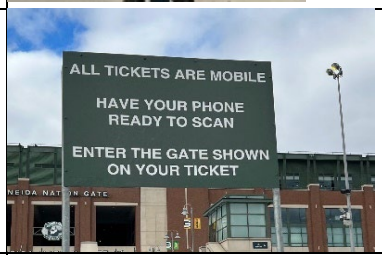
Green Bay Packers on tower **(x3)** 3 signs, one-sided		293 sq ft each or 879 sq ft total	Building mounted
Lambeau Field Atrium w/ Miller logos		1850 sq ft	Building mounted
Packers Pro Shop sign		223 sq ft	Building mounted
AFI and ON left arrow sign		13 sq ft	Ground

Pro shop outdoor directional sign		36 sq ft	Building mounted
Ramp directional sign #1		6 sq ft	Ground
Ramp directional sign #2		18 sq ft	Ground
Directional sign by statues		18sq ft	Ground
JTV Signs **(x2)** 2 Signs, 1 on each side of the building		280 sq ft each or 560 sq ft total	Building mounted

Marquee **(x4)** 2 Signs, both are double-sided		795 sq ft each or 3180 sq ft total	Ground
Parking lot signs **(x24)** 12 signs, all double-sided		29 sq ft each or 696 sq ft total	Ground
Lot 4 sign **(x2)** 1 sign, double-sided		47 sq ft each or 94 sq ft total	Ground
Fan code of conduct sign **(x13)** 13 signs, one-sided		22 sq ft each or 286 sq ft total	Ground

Wayfinding signage **(x2)** west side 2 signs, one-sided		7.5 sq ft each or 15 sq ft total	Building mounted
Wayfinding signage #1 by Ticket Office		17 sq ft	Ground
Wayfinding signage #2 by Ticket Office		8.5 sq ft	Ground
Second Ticket office		7 sq ft	Building mounted
Media Workroom Entrance Sign		9.2 sq ft	Building mounted
Miller Lite Lounge and Deck Entrance		15.5 sq ft	Building mounted
LF on front of South End Zone Scoreboard		1875.5 sq ft	Building mounted
LF on front of North End Zone Scoreboard		832 sq ft	Building mounted

Main Ticket Office Future: Addition of ticketmaster sign		1590 sq ft	Building mounted
Club Entrance signs Bellin gate **(x6)** 6 signs, one-sided		32 sq ft each or 192 sq ft total	Building mounted
Club Entrance signs Associated Bank gate **(x6)** 6 signs, one-sided		18 sq ft each or 108 sq ft total	Building mounted
Gameday Pro Shop Timing Sign **(x2)** 2 signs, one-sided		31 sq ft or 62 sq ft	Building mounted
Large Light pole Banners **(x88)** 44 sets, double-sided		14 sq ft each or 1232 sq ft total	Banner/pole mount

Small Light Pole Banners **(x92)** 46 sets, double-sided		9 sq ft each or 828 sq ft total	Banner/pole mount
Dream Drive Feather flags **(x28)** 14 flags, double-sided		39 sq ft each or 1092 sq ft total	Banner/pole mount
Dream Drive Bike Rack Signage **(x168)** 84 banners, double-sided		53 sq ft each or 8904 sq ft total	Banner/pole mount
Carry-in Policy Signs **(x58)** 29 signs, double-sided		24.5 sq ft each or 1421 sq ft total	Ground
Dumpster signs **(x12)** 12 signs, one-sided		14 sq ft each or 168 sq ft total	Ground

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
June 27, 2023	David Buck, Staff

AGENDA ITEM # P.2

To approve the request for a Conditional Use Permit (CUP) at 644 S Quincy Street for Personal Service/Office Use in the Low-Density Residential District (R-1) subject to the following conditions:
a. Any modifications to the building necessary to establish commercial use (per building code) shall be approved by the Green Bay Landmarks Commission.
b. If the "SELF House" use (as applied for) is discontinued, the operation is dissolved, or if Family Services of Northeast WI no longer operates/manages the facility, the use shall terminate immediately. The use/operation shall not be reestablished without the Plan Commission and City Council review and approval.
c. Hours of operation for office use shall be limited to between 8 a.m. and 6 p.m.
d. Compliance with all other regulations of the Green Bay Municipal Code.
(Public hearing held 6.12.2023).

BACKGROUND

Reason for Request: To allow the use of the property for office and service use.

Surrounding Zoning and Land Uses:
SUBJECT: Low Density Residential (R-1); Former group home
NORTH: Low Density Residential (R-1); Single & two-family Residential
SOUTH: Low Density Residential (R-1); Single & two-family Residential
EAST: Low Density Residential (R-1); Single & two-family Residential
WEST: Office/Residential (OR); Single & two-family, Bed & Breakfast

Comprehensive Plan: The 2022 Smart Growth Plan designates the subject area as Low-Density Residential uses (LDR).

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 as limited service and retail uses are permitted in low-density residential zoning districts.

Report: The subject property is located on the northwest corner of South Quincy Street and Cass Street, currently owned by Ethan House Inc. The site is a single lot (Parcel number 14-359) containing a total of 0.227 acres or approx. 9,900 square feet with approximately 60 feet of frontage on South Quincy and 165 feet of frontage on Cass. The property is improved with a two-story 3,000 sq ft frame house building constructed in 1892 and a two-stall garage with two associated driveway parking stalls. It was listed on the National Register of Historic Places in 1980, State Register of Historic Places in 1989, and is a contributing structure in the Astor Historic District.

The conditional use permit request is to allow the property and structure to be used as an office for the Family Services of Northeast Wisconsin "SELF House". The SELF (Support, Education, Life Skills & Family) Program provides mentoring, life skills and support for families and children both off-site and within the proposed facility. The "SELF House" is proposing hours of operation from 8 a.m. to 6 p.m. weekdays with

unspecified limited hours on the weekends and will always be staffed by Family Services when open. Parking for use will be included within the 4 stalls on-site as well as 3 virtual parking pass stalls on the street.

In the review of the Conditional Use Permit (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.

Personal service use is permitted in the R-1 District with the approval of a CUP and must meet minimum criteria within the Code. The Zoning Ordinance Section 44-1584 (t) includes development standards for personal service business in residential districts, as follows:
(1) The maximum gross floor area devoted to the use shall not exceed 2,500 square feet.
(2) The use shall occupy a corner of property.
(3) No retail or service business shall be constructed, and no residential building shall be wholly or partially converted to such a use within a distance of 300 feet from any other retail or service business. No more than one retail or service business shall be located within the same block.
(4) Two off-street parking spaces shall be provided in addition to those required for any residential use.

This proposed use follows the development standards and staff believe the proposed use is not contrary to existing land uses in the immediate neighborhood and meets the standards for CUP approval. However, staff are recommending additional conditions based on the historic nature of the structure and change from residential to commercial use.

Ald. Galvin, the Astor Neighborhood Association, and adjacent property owners within 200 ft. of the subject area have been notified of the request. There have been no inquiries regarding this request as of the drafting of this report.

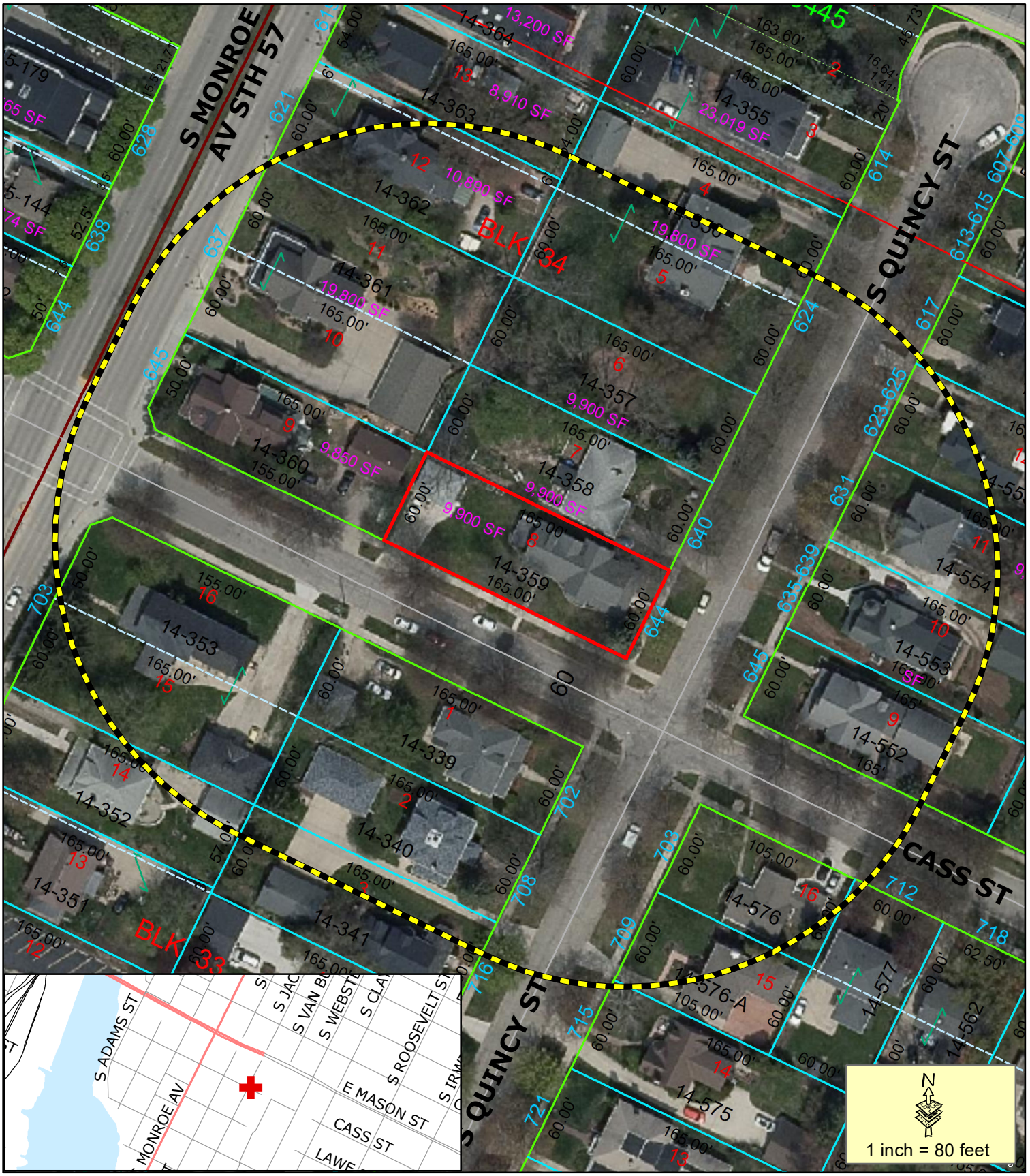
RECOMMENDATION

Approval of request, subject to:
a. Any modifications to the building necessary to establish commercial use (per building code) shall be approved by the Green Bay Landmarks Commission.
b. If the "SELF House" use (as applied for) is discontinued, the operation is dissolved, or if Family Services of Northeast WI no longer operates/manages the facility, the use shall terminate immediately. The use/operation shall not be reestablished without the Plan Commission and City Council review and approval.
c. Hours of operation for the office use shall be limited to between 8 a.m. and 6 p.m.
d. Compliance with all other regulations of the Green Bay Municipal Code.

FISCAL IMPACT

ATTACHMENTS

1. ZP 23-18 Map
2. ZP 23-18 Application



Proposed CUP

200' Property Owner Notice

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Map prepared by DB

Zoning Petition (ZP 23-18)
Proposed Conditional Use Permit (CUP) at
644 South Quincy Street

CITY OF GREEN BAY 1854 Titletown, USA

REQUEST FOR CITY ACTION
PLAN COMMISSION

Community and Economic
Development Department
100 N. Jefferson Street, Rm 608
Green Bay, WI 54301-5026
(920) 448-3400 - phone
(920) 448-3426 - fax
www.greenbaywi.gov

Location of Property: 644 S Quincy, Green Bay, WI

Parcel Number(s): 14-359

Petitioner(s): Angela Steuck Date: 4/28/2023

Email: tgillespie@familyservicesnew.org Phone Number: 920-436-4360 x 1321

Address: 644 S Quincy Ste City: Green Bay State: WI Zip: 54301

Property Owner: Family Services of Northeast Wisconsin Phone Number: 920-436-4360 x 1321

Submit this Request Form and all required attachments to the Community and Economic Development Department, Room 608, City Hall

To: Honorable Mayor and Common Council, c/o City Clerk

I, Family Services, respectfully request that the City of Green Bay take the following action:

- [ ] Rezone Property ($375.00 Review Fee)
- [x] Conditional Use and CUP Amendment, including Single Lot Duplexes ($375.00 Review Fee)
- [ ] PUD and PUD Amendments ($425.00 Review Fee)
- [ ] Approve Preliminary City/Extraterritorial Subdivision Plat ($150.00 + $35.00 per Lot/Outlot Review Fee)
- [ ] Approve Preliminary Condominium Plat ($250.00 + $35.00 per Lot/Outlot/Lot Equivalent Review Fee)
- [ ] Approve Preliminary City/Extraterritorial Certified Survey Map ($250.00 Review Fee)
- [ ] Approve Final City/Extraterritorial Subdivision Plat ($150.00 Review Fee)
- [ ] Approve Final Condominium Plat ($150.00 Review Fee)
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- [ ] Development District Map Amendment ($200.00 Administration Fee)
- [ ] Official Map Amendment ($200.00 Administration Fee)
- [ ] Plat of Right-of-Way ($200.00 Administration Fee)
- [ ] Discontinue a Public Utility Easement ($200.00 Administration Fee)
- [ ] Street Name Change ($200.00 Administration Fee)
- [ ] Declare City Property "City Surplus" ($200.00 Administration Fee)
- [ ] Vacate a Street/Alley/Pedestrian Way ($300.00 Administration Fee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- [ ] Closure of Street/Alley/Pedestrian Way ($300.00 Administration Fee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- [ ] Comprehensive Plan Amendments ($275.00 Review Fee)
- [ ] Other ($200.00 Administration Fee): _____

Owner Signature: La Mascolo - Family Services of Northeast WI Date: 5/3/2023

Petitioner Signature(s): Angela Steuck

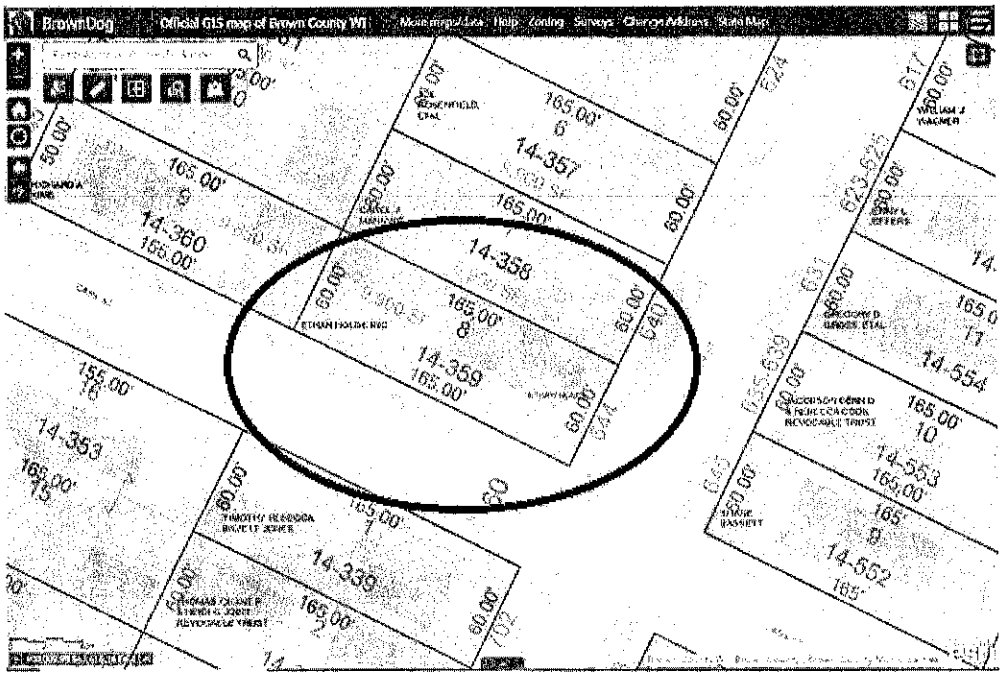
Checklist of required attachments:

- Map
- Legal Description
- Applicant Narrative Describing Project
- All Other Pertinent Information

For office use only:
Review Fee: $375.— Receipt No.: _____ ZP Zoning Petition No.: 23-18

Checklist of required attachments:

Map



Legal Description – Family Services of Northeast Wisconsin, Inc. (formerly Ethan House, Inc.) owns the "SELF House", located at 644 S Quincy Street in Green Bay, parcel #14-359. The "SELF House" is a 9000 sq. ft. lot in the Astor Park Neighborhood, Lot 8, Block 34, East side of the Fox River, Brown County, Wisconsin; this home was built in 1892 and is on the historic registry. Ethan House Inc. purchased this home, their third home, in March of 1980. Ethan House, Inc. merged with Family Services on 12/31/2013. Family Services took over ownership of Ethan House, Inc. and all their property at that time. This home is on the historic registry, 1892.

Applicant Narrative Describing Project – Family Services of Northeast Wisconsin was established in 1899 and is a 501c (3) non-profit, human services agency offering more than 35 programs that support the people of Northeast Wisconsin during challenges and transitions in their lives. Our staff uses a trauma-informed approach to help struggling children, teens, and adults reconnect to their family and community.

The SELF (Support, Education, Life Skills & Family) Program specializes in serving children and families who need mentoring, life skills and support in a home like setting.

Our goal is to strengthen, empower and improve the life circumstances of each child and their family. Our staff provide customized services to each youth within their own home, school and community settings as well as our home-based location, "SELF House" at 644 S. Quincy.

Prior to the "SELF House," 644 S Quincy Street was licensed by the State of Wisconsin as a group home for struggling, adolescent males that resided at the property. In 2017, Family Services discontinued Ethan House programming as it was no longer fiscally viable.

All Other Pertinent Information – Family Services has three virtual parking passes with the City of Green Bay to park up to three cars on Cass Street.

We have followed the Historic Preservation approval process with home renovations.

The "SELF House" is staffed from about 8:00 am - 6:00 pm, Monday-Friday with limited hours on weekends. The SELF kids at our home, under the guidance of their adult mentor, who is an employed staff member of Family Services. After school hours tend to be the busiest time at the SELF house. The youth are always under adult supervision while at the house.

We strive to be good neighbors and have often cut the neighbor's lawn, delivered baked goods, raked lawns, did snow removal, teaching the youth how to give back to their community.

We have taken additional steps to beautify the property. Our goal is for our SELF home to be part of the neighborhood and to be a welcoming, home like setting for the kids that we serve.

We are requesting that we are granted the Conditional Use and CPU Amendment to continue this important support to youth and families to help them reach their full potential.

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
June 27, 2023	Jon LeRoy, Zoning Administrator

AGENDA ITEM # P.3

To approve a Conditional Use Permit (CUP) at 1809 Deckner Avenue for a Community Living Arrangement serving 9 or more persons in an Office Residential (OR) zoning district, subject to the following conditions:
a. A maximum capacity of 20 individual residents within the western, renovated area of the facility (as noted by preliminary plans) if the final plans can meet the minimum standards required by Zoning Ordinance 44-1581. If the final approved plans do not meet all bulk requirement standards for 44-1581, the capacity must be reduced to the maximum required individuals based on capacity standards of 44-1581. Any increase in residents beyond 20 individuals will require Plan Commission and Common Council approval.
b. If the community living arrangement use is discontinued, the operation is dissolved, or if Mandolin Foundation no longer operates/manages the facility, the use shall terminate immediately. The use/operation shall not be renewed or reestablished without the Plan Commission and City Council review and approval.
c. At the discretion of the Common Council, Plan Commission, or the Director of Community Development, a review may be required by the Plan Commission and Common Council to ensure compliance with this conditional use permit and identify any areas of concerns with the dormitory, including but not limited to:

i. Police service calls.
ii. Documented safety concerns.
iii. Inadequate facilities.
iv. Zoning and property maintenance compliance.

d. Conformance with the submitted operating plan submitted by the applicant.
e. Sex offenders are required to register under §301.45, Wis. Stats., are prohibited from staying in the dormitory.
f. Compliance with all other regulations of the Green Bay Municipal Code.
(Public Hearing held on 6.12.2023)

BACKGROUND

Reason for Request: To permit the development of a community living arrangement facility for 9 or more individuals serving women and their children.

Surrounding Zoning and Land Uses:
SUBJECT: Office/Residential (OR); Former Fire Station, Office Space, Vacant
NORTH: Office/Residential (OR); City of Green Bay Municipal Garage
SOUTH: Low Density Residential (R1); Single and Two Family Residential
EAST: Office/Residential (OR); City of Green Bay Municipal Garage
WEST: Office/Residential (OR); Medical Center

Comprehensive Plan: The 2022 Smart Growth Plan designates the subject area for commercial use.

Consistency Analysis: Ch. 66.1001 Wis. Stats. does not specifically require conditional uses to meet the consistency requirement, the proposed conditional use permit is not fully consistent with the comprehensive

plan. The proposed use of the subject property requests using part of the existing two-story complex for community living arrangements, while the remaining unused portion of the building is available for other office-residential uses or potential future expansion of community living arrangement living.

Report: The subject property is located on the northeast corner of Deckner Avenue and North Henry Street, currently owned by Olde Number 5 LLC. The site is comprised of a single lot (Parcel number 21-1224) containing a total of 1.117 acres. The approval of the request would allow the redevelopment of the existing building for a community living arrangement for more than 9 persons (for up to 20) for women and their children who have been affected by substance abuse or mental health disorders seeking to be in a structured, sober environment. Community living arrangements with more than 9 individuals are a conditional use within the Office-Residential Zoning District. The Mandolin Foundation is seeking to operate Amanda's House; a community living arrangement with a projected space for 20 individuals living in a single building. A narrative and operational plan from the applicant are attached within this agenda.

A community living arrangement is defined as the following:
"Community-based residential facility" means a place where 5 or more adults who are not related to the operator or administrator and who do not require care above intermediate level nursing care reside and receive care, treatment or services that are above the level of room and board, but that includes no more than 3 hours of nursing care per week per resident.

As noted from the attached business plan, the services provided do not go beyond intermediate level nursing care, but offer weekly meetings with staff and volunteers and a structured environment with other women/families who are seeking a community living arrangement to help support substance abuse or mental health disorders. The Mandolin Foundation requires applicants to agree to a resident participation contract (attached in the packet.) Mandolin Foundation anticipates one staff member or volunteer to provide support for every five residents. Staff will provide programming such as life skills training, educational opportunities, and peer support connections. Residents pay monthly rent. Projected rates are $425 per month for adults and $125 per month for children.

The applicant's intent is to lease the property and redevelop the old firehouse and office space into a community living arrangement. The site is projected to be renovated with at least nine (9) bedrooms, two (2) full bathrooms, two (2) half bathrooms, two (2) living rooms, a group dining room, a large kitchen space with two (2) separate kitchen prep areas, one (1) laundry room and office spaces. The Mandolin Foundation is in the process of creating enough private financial backing to support renovations to approximately half of the existing two-story building. The preliminary plans must meet bulk requirement standards and they will be examined later in this report.

A neighborhood meeting was held on Wednesday May 31 at Atonement Lutheran Church for one hour. Staff, volunteers, and Amy Griffin of Griffin Builders were present. Zero neighbors attended.

In the review of the Conditional Use Permit (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.

The use of communal living arrangements for four or more people is permitted with a CUP and must meet the minimum bulk requirement criteria within the Code. The Zoning Ordinance Section 44-1581 related to congregate living uses, includes development standards for dormitory uses in all districts as follows:
(1) On-site services shall be for residents of the facility only.
(2) The maximum number of persons occupying the building shall not exceed four per bedroom with 50 square feet of sleeping area per resident, except that more than four individuals may be allowed per room if all said individuals are related by blood, marriage, or adoption. Rooms shall consist of enclosed spaces having walls that extend from the ceiling to the floor and an entry door.
(3) One bath and restroom facility for every eight individuals residing in the dormitory. The bath and restroom facility shall be located so that no individual is required to pass through a sleeping room other than their own in order to access the bath and restroom facility.
(4) One kitchen and dining area for every ten individuals residing in the dormitory.
(5) One laundry facility consisting of a minimum of one clothes washer, one clothes dryer, and a washbasin for every ten individuals residing in the dormitory.
(6) One common use area/lounge of at least 600 square feet in size for relaxation and recreation of the occupants for every ten individuals residing in the dormitory.
(7) If the dormitory use ceases for a period of 12 months or more, the conditional use approval will no longer be in effect. If construction and occupancy has not been completed and established within 12 months of the date of approval, the conditional use status of the property shall no longer be in effect. In the event of a natural disaster or emergency situation, as determined by the City of Green Bay, these regulations may be suspended for a term of not more than 12 months.

Specific Notes on the Development Standards:
3. Preliminary plans show 2 full baths. If the final site plans cannot accommodate a third full bathroom, the capacity of the residents will be limited to 16 individuals.

4. The kitchen and dining area are noted on the second floor. The dining space can accommodate 20 individuals. The kitchen space is large, but one full room. The applicant is working with building inspection to accommodate the space for the functionality of two full kitchens (2 sets of appliances, 2 sink areas, etc.) within the common space. If the final plans can meet the functionality of two full kitchens within one space, the site could accommodate 20 individuals. If final plans cannot accommodate two full kitchens, the facility will be limited to 10 individuals.

5. The current plans indicate one washer, dryer, and wash basin with a laundry room. A second washer, dryer, and wash basin are required to accommodate 20 individuals.

RECOMMENDATION

Recommendation: Approval of request, subject to:
a. A maximum capacity of 20 individual residents within the western, renovated area of the facility (as noted by preliminary plans) if the final plans can meet the minimum standards required by Zoning Ordinance 44-1581. If the final approved plans do not meet all bulk requirement standards for 44-1581, the capacity must be reduced to the maximum required individuals based on capacity standards of 44-1581. Any increase in residents beyond 20 individuals will require Plan Commission and Common Council approval.
b. If the community living arrangement use is discontinued, the operation is dissolved, or if Mandolin Foundation no longer operates/manages the facility, the use shall terminate immediately. The use/operation shall not be renewed or reestablished without the Plan Commission and City Council review and approval.

c. At the discretion of the Common Council, Plan Commission, or the Director of Community Development, a review may be required by the Plan Commission and Common Council to ensure compliance with this conditional use permit and identify any areas of concerns with the dormitory, including but not limited to:

i. Police service calls.
ii. Documented safety concerns.
iii. Inadequate facilities.
iv. Zoning and property maintenance compliance.

d. Conformance with the submitted operating plan submitted by the applicant.
e. Sex offenders are required to register under §301.45, Wis. Stats., are prohibited from staying in the dormitory.
f. Compliance with all other regulations of the Green Bay Municipal Code.

FISCAL IMPACT

ATTACHMENTS

1. ZP 23-19 Application
2. ZP 23-19 Property Map
3. ZP 23-19 Narrative
4. 23-19 Copy of Original Business Plan
5. 23-19 Mandolin Program Use and Operation for 1809 Deckner Avenue
6. Demolition First Floor Plan
7. Demolition Second Floor Plan
8. Renovated First Floor Plan
9. Renovated Second Floor Plan
10. 23-19 Resident Participation Contract

REQUEST FOR CITY ACTION
PLAN COMMISSION

Community and Economic
Development Department
100 N. Jefferson Street, Rm 608
Green Bay, WI 54301-5026
(920) 448-3400 - phone
(920) 448-3426 - fax
www.greenbaywi.gov

Location of Property: 1809 Deckner Ave

Parcel Number(s): 21-1224

Petitioner(s): Paula Jolly, Mandolin Foundation LLC Date: 5/10/23

Email: mandolinfoundation@gmail.com Phone Number: 920-737-1884

Address: 825 N Webster Ave City: Green Bay State: WI Zip: 54302

Property Owner: Old No 5 LLC Phone Number: _____

Submit this Request Form and all required attachments to the Community and Economic Development Department, Room 608, City Hall

To: Honorable Mayor and Common Council, c/o City Clerk

I, Paula Jolly, respectfully request that the City of Green Bay take the following action:

- ☐ Rezone Property ($375.00 Review Fee)
- ☑ Conditional Use and CUP Amendment, including Single Lot Duplexes ($375.00 Review Fee)
- ☐ PUD and PUD Amendments ($425.00 Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Subdivision Plat ($150.00 + $35.00 per Lot/Outlot Review Fee)
- ☐ Approve Preliminary Condominium Plat ($250.00 + $35.00 per Lot/Outlot/Lot Equivalent Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Certified Survey Map ($250.00 Review Fee)
- ☐ Approve Final City/Extraterritorial Subdivision Plat ($150.00 Review Fee)
- ☐ Approve Final Condominium Plat ($150.00 Review Fee)
- ☐ Grant a City/Extraterritorial Subdivision/CSM Variance ($150.00 Review Fee)
- ☐ Development District Map Amendment ($200.00 Administration Fee)
- ☐ Official Map Amendment ($200.00 Administration Fee)
- ☐ Plat of Right-of-Way ($200.00 Administration Fee)
- ☐ Discontinue a Public Utility Easement ($200.00 Administration Fee)
- ☐ Street Name Change ($200.00 Administration Fee)
- ☐ Declare City Property "City Surplus" ($200.00 AdministrationFee)
- ☐ Vacate a Street/Alley/Pedestrian Way ($300.00 AdministrationFee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- ☐ Closure of Street/Alley/Pedestrian Way ($300.00 AdministrationFee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- ☐ Comprehensive Plan Amendments ($275.00 Review Fee)
- ☐ Other ($200.00 Administration Fee): _____

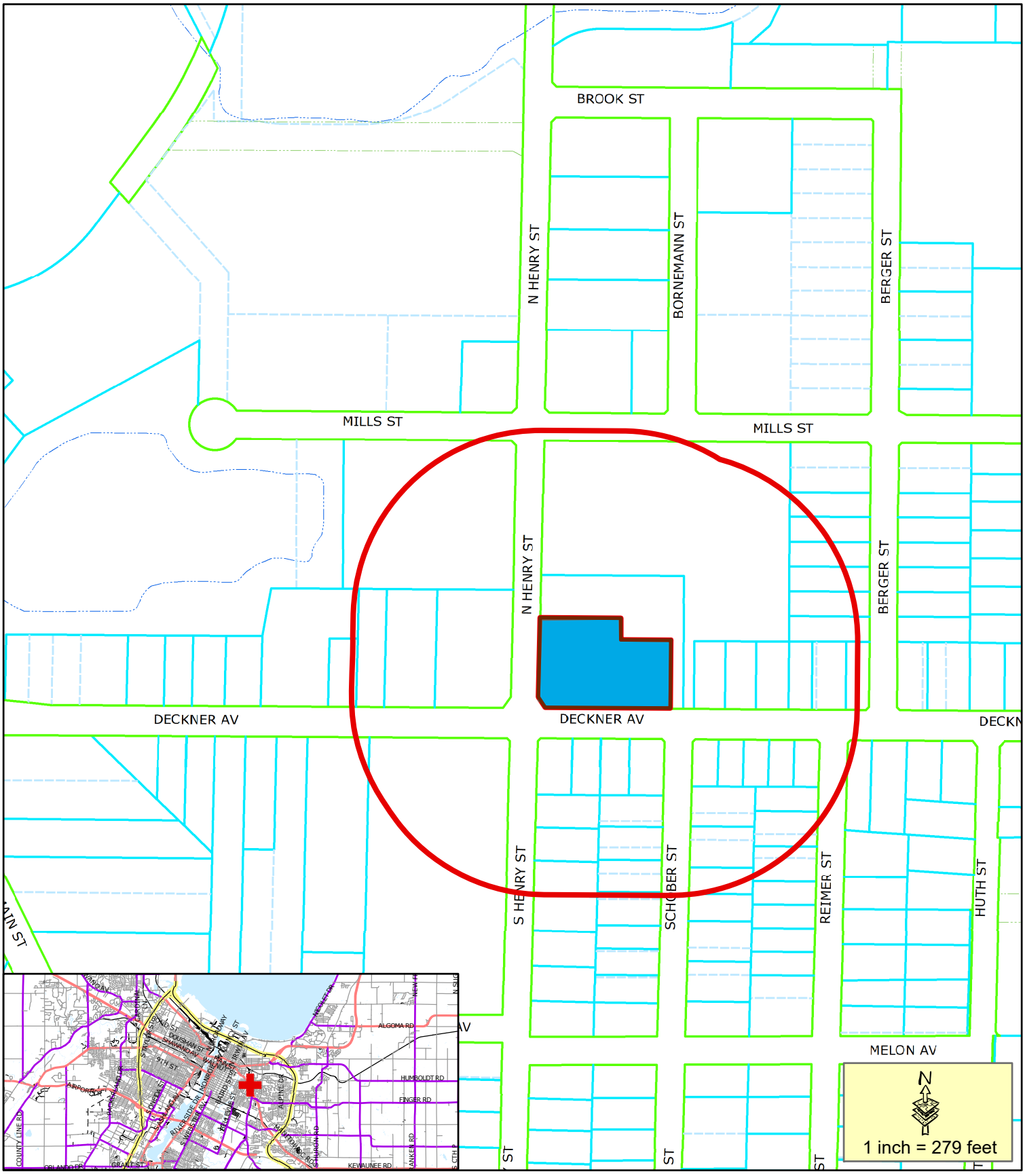
Owner Signature: James M. Conard Date: 5-11-23

Petitioner Signature(s): _____ 5/11/23

Checklist of required attachments:

- **Map**
- **Legal Description**
- **Applicant Narrative Describing Project**
- **All Other Pertinent Information**

For office use only:
Review Fee:_____ Receipt No.: 2763417-20 Zoning Petition No.:_____



Proposed Conditional Use Permit

400' Property Owner Notice

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

Conditional Use Permit Request
(ZP 23-19)
Request for Community Living Arrangement Serving 9 or More Persons
1809 Deckner Avenue

To: Green Bay Community and Economic Development Department

May 10, 2023

RE: Mandolin Foundation's Request for Conditional Use
1809 Deckner Ave, Green Bay

The Mandolin Foundation was established on January 1, 2020, by Paula Jolly and her daughter Amanda. Amanda had struggled with opioid use disorder for ten years leading her and Paula to recognize the need for family-based recovery services for women and their children experiencing substance use disorders (SUD) in the Green Bay Area. Tragically, on February 10, 2020, Amanda died of an opioid overdose. She didn't live to see her dream come to fruition.

It is, therefore, in her name and in her honor that the Mandolin Foundation now operates Amanda's House, a sober living environment where women *and their children* dealing with SUD or mental health struggles could stay for up to two years while learning vital life skills (parenting, budgeting, etc) as well as mental health management and addiction coping skills. *(Currently there is only one other program in the state where women in recovery can live-in with their children, a practice found to have a significantly positive impact on recovery. That facility is in Milwaukee.)*

Paula and Amanda were also keen on the notion that providing a hand up is better than a hand out so it is important to note that this is not a free 'shelter'. Each tenant currently pays $400/mo (plus $100/child) for program fees, which includes the cost of their room, as a way to foster a true sense of investment in their recovery in a way that most closely resembles future life on their own. Details of programming offered are attached.

Amanda's House is currently operated out of a leased church property at 825 N Webster and has capacity for only 10-12 women depending upon how many have children. The Mandolin Foundation, however, has received applications from 113 women and 150 children since opening Amanda's House on March 16, 2022 so there is documented need to expand the program beyond the physical limitations of the church property. The current waitlist for an up to two year residency is at 54 women and 69 children. While they wait for their shot, most of these women are living in cars, on the street or in garages of generous souls willing to offer what little they can.

Well aware of the grave need to expand Amanda's House, the Mandolin Foundation endeavored to find a larger, more sustainable facility that would allow them to house at least 20 women and their children. To this end, we have identified the property at 1809 Deckner Ave and have been working with the current building owner to assess the feasibility of this potential move.

Deckner is a unique property in that it is 1809 and 1817 joined by a garage/office midsection. At this time, Amanda's House is looking to lease and occupy 1809 and the midsection. The long term goal of Mandolin Foundation is to eventually update and move into 1817 as well and ultimately purchase the property for long term program security.

Attached you will also find site maps of the property as well as a preliminary architectural DRAFT starting point for what we are trying to do. This last piece is being provided more for explanation of the building split than anything.

Of note as you consider this petition is one important clarification…this is NOT a *shelter*. It is an affordable housing facility focused on providing a sober living environment. (When a CUP was sought for the current property at 825 N Webster, this became a sticking point and required clarification to keep the process moving. It is our recollection that it ended up falling within the dormitory category if any of that helps.)

Thank you in advance for your time and consideration!

Mandolin Foundation, LLC

Business Plan

Paula Jolly, Founder, and Executive Director

Created on January 1, 2020

© MANDOLIN FOUNDATION, INC. 2019, 2023

Executive Summary

Service

To provide safe, supportive transitional housing in order to rebuild families affected by substance use and mental health disorder.

Customers

The target audience for Mandolin Foundation, Inc. will be families affected by substance use and mental health challenges. The residents will be referred from a variety of community resources, including the court system, probation and parole, and treatment centers,

Future of the Company

Many people are affected by substance abuse and mental health issues in our community. The lack of transitional housing for families further hampers this vulnerable population. We believe that this population will continue to grow over the next decades.

Company Description

Mission Statement

To provide a safe, supportive living environment for women and children affected by substance use and mental health disorders.

Principal Members

Paula Jolly – Founder and CEO
Jon Jolly – Co-founder
Amanda Marcouiller – Co-founder

Legal Structure

Mandolin Foundation is a 501c3 non-profit organization in Green Bay, Wisconsin

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Market Research

Industry

Mandolin Foundation runs Amanda's House. A supportive transitional living for families affected by substance use and mental health disorders. At this time, Amanda's House is the only family program in NorthEast Wisconsin. We provide support by providing a safe living environment with education, advocacy, and connection to community resources. The residents can stay up to two years while following all program rules and requirements. Requirements include a curfew, daily chores, and attending mandatory programming. There are weekly one-on-one meetings with a Peer; other programming includes parenting, budgeting, mindfulness, cooking, and nutrition.

Detailed Description of Program

Our facility is located on a bus line and is accessible to grocery stores, food pantries, employment opportunities, schools, and daycare. Many in our community struggle to regain custody of their children due to not having a safe and supported place to live. We provide a safe place for visitation even if reunification has yet to occur. Residents are screened by staff after being referred by community partners, including Treatment Courts, Probation and Parole, and Treatment Centers.

Program Advantages

The executive director has extensive experience dealing with substance abuse and mental health challenges, both in her personal and professional life. Below are some of her qualifications.

- CCAR Recovery Coach since January 2017
- Certified Peer Support Specialist since July 2019
- Ten years of personal experience as a parent of someone in substance use disorder recovery
- Associate Degree in Human Services with an AODA education certificate from NWTC December 2021

Regulations

Mandolin Foundation is a member of the Wisconsin Association of Sober Living (WASH) and is in good standing. We follow all Federal, State, and Local laws.

Service Line

© MANDOLIN FOUNDATION, INC. 2019, 2023

Product/Service

Services Include:

- A furnished bedroom
- Weekly meeting with a peer specialist or recovery coach
- Basic hygiene items
- Access to wash and dryer
- Furnished community areas, including a playroom
- Weekly house meetings
- Follow up after discharge as needed
- Weekly life skill education
- Connection to community resources

Pricing Structure

- Adults are charged monthly program fees of $425. Children are $125
- At this time, there is no security deposit

Development

The company is planning to conduct the following research and development:

- Continually look to community partners for the improvement of our programming
- Attending ongoing educational opportunities
- Continuing to be an active participant in committees that affect our resident population, such as homelessness, substance use, mental health disorders

Marketing & Sales

Growth Strategy

To grow the foundation, Mandolin Foundation will continue to do the following:

- Attend pertinent County and Community Meetings
- Attend Community and State events to spread awareness
- Continue to make improvements and seek feedback from residents and community

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partners

© MANDOLIN FOUNDATION, INC. 2019, 2023

City of Green Bay Planning Department:

When we met with Jon LeRoy, he asked for more details on our operations. I have summed up our program below. I have also attached a copy of our participation contract and business plan.

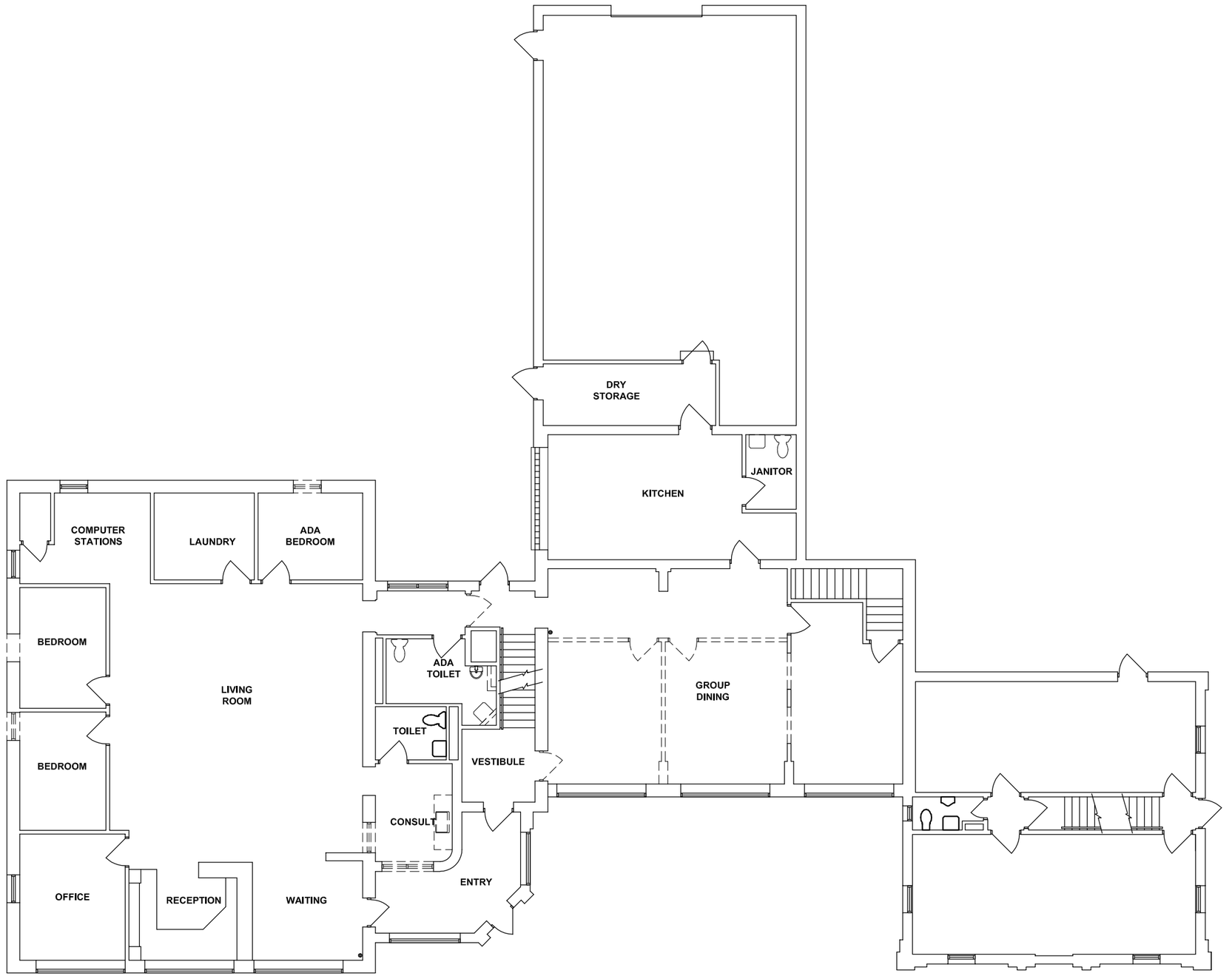
Mandolin Foundation was founded on 1/1/2020. Our mission is to provide a safe, supportive living environment for women and children affected by substance use and mental health disorders. We do this by creating a structured program that enables our residents to learn how to live in complete sobriety.

Programming includes life skill training, weekly meetings with a case manager, educational opportunities, daily chores, and paying monthly program fees. Staff support residents by upholding program rules, house meetings, peer support, weekly house meetings, connection to community resources, and coordination with treatment providers, probation, the courts, and the Department of Corrections.

Currently, we have one staff member or volunteer for every five residents. We will continue to have this same ratio at the new location. Staff and volunteers have relevant lived experience and education. Staff and volunteers' education includes human services, substance use counselors, peer specialists, and recovery coaches. Their lived experience includes their own or a family member's substance use and mental health disorders. This education and lived experience allow staff to empathize with and support the residents and their challenges. The Executive Director has experience as a parent of a child who struggled with substance use and mental health disorders. She also has work experience as a sober living house manager and has a degree in Human Services with an AODA education certificate.

We have thirteen months of data to give a snapshot of our residents. Since we opened on 3/16/2022, we have received one hundred eighty-four applications. We have thirty-five adult residents and eight children. The average length of stay is ninety-six days, with sixty percent that were able to start reunification with their children and find employment. Less than twenty-five percent of residents have a car parked on the property. If they do have a car, they need to have a valid license and show proof of registration and car insurance.

Please feel free to reach out to Paula Jolly at 920-737-1884 or mandolinfoundation@gmail.com. Thank you for your time and consideration.



DEMOLITION FIRST FLOOR PLAN
MANDOLINE FOUNDATION NEW LOCATION

1809 Deckner Avenue, Green Bay, WI

1/16"=1'-0"

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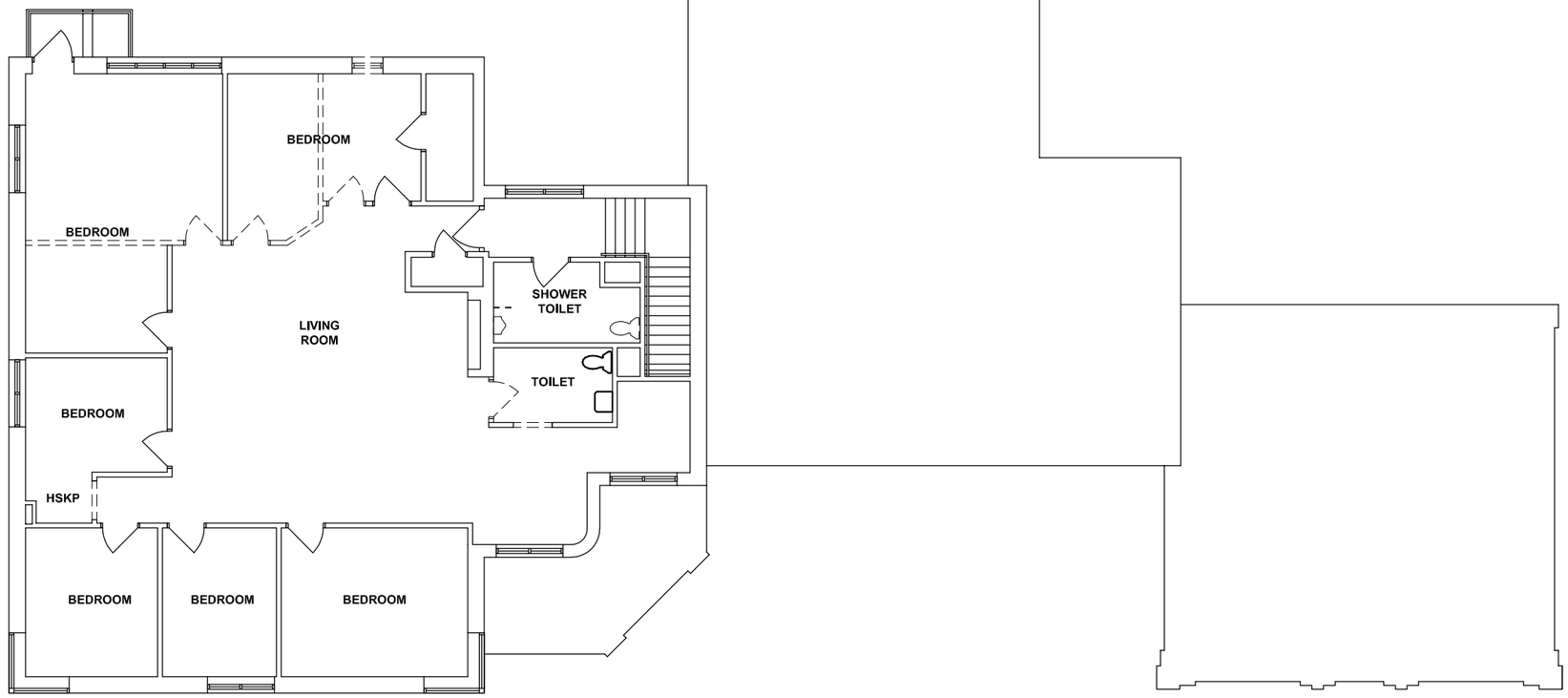
05/04/2023



DEMOLITION SECOND FLOOR PLAN
MANDOLINE FOUNDATION NEW LOCATION
1809 Deckner Avenue, Green Bay, WI

1/16"=1'-0"

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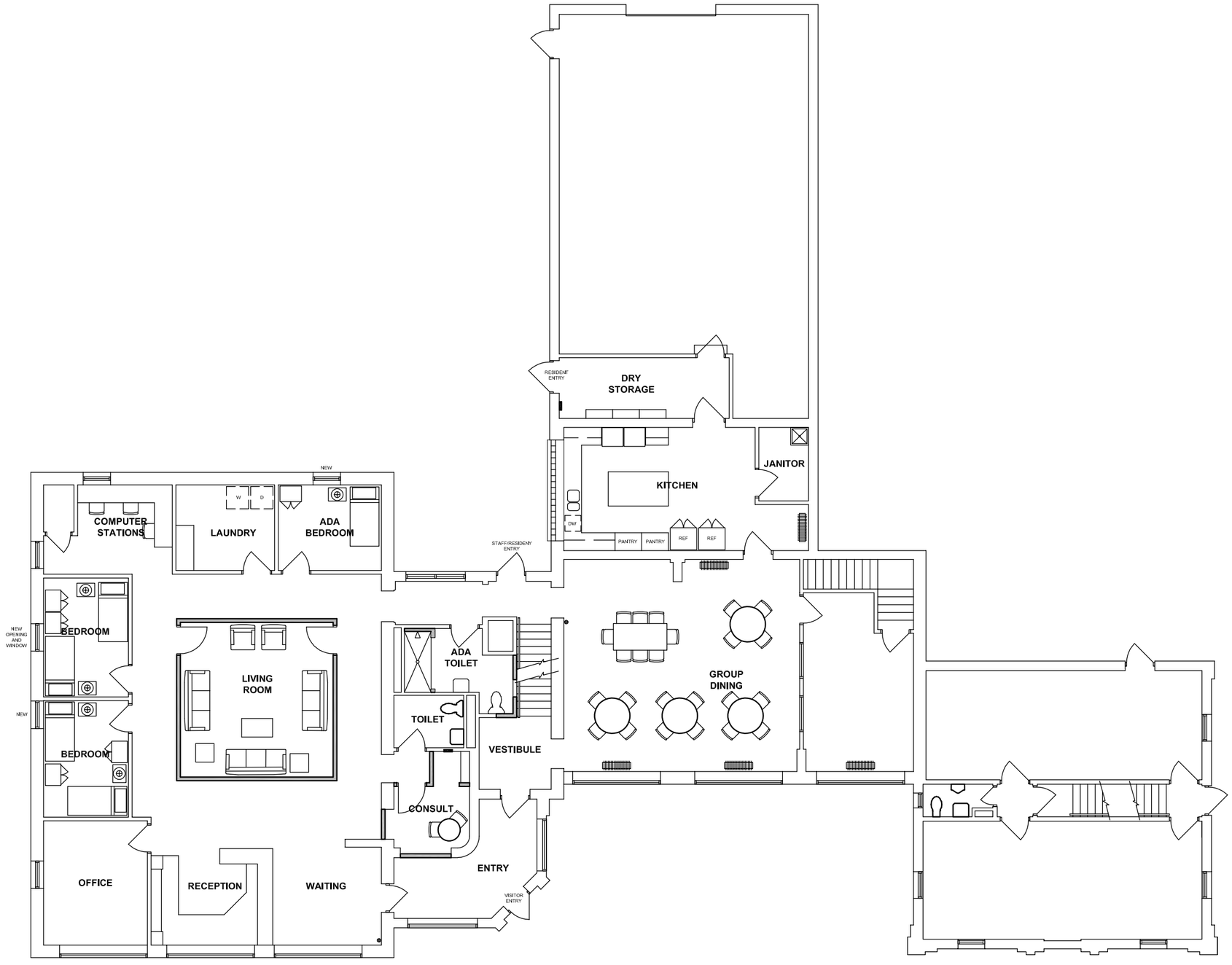
05/04/2023



RENOVATED FIRST FLOOR PLAN
MANDOLINE FOUNDATION NEW LOCATION

1809 Deckner Avenue, Green Bay, WI

1/16"=1'-0"

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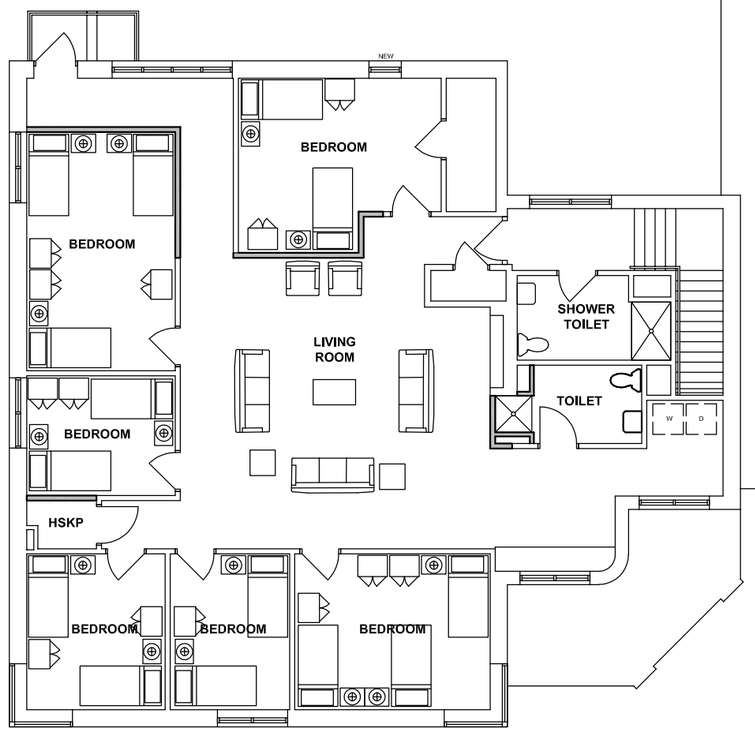

RENOVATED SECOND FLOOR PLAN
MANDOLINE FOUNDATION NEW LOCATION

1809 Deckner Avenue, Green Bay, WI

1/16"=1'-0"

bernerssch▪ber

05/04/2023

Resident Participation Contract

This contract is entered between myself and Mandolin Foundation.

The Mandolin Foundation is a *voluntary* transitional living program for women and children. We shall provide the support services you receive to help you attain your goals in establishing stability for you and your child(ren). Staff will meet to discuss your compliance with the mandatory requirements and determine continuation in the program. If it is determined that you still need to complete the required program requirements and are not actively working on **your** established goals, staff may decide to exit you from the program.

Confidentiality

Your personal information about the program is confidential and will not be released without permission. The only exception is under the *mandated reporter exception* listed below. If the Mandolin Foundation discovers that the confidentiality of another resident is compromised, there will be an immediate meeting between staff, the other resident, and yourself. **The breaking of privacy on social media could be grounds for termination.**

As a resident of the Mandolin Foundation program, you are entitled to the confidentiality of your identity. This means that what you share with staff will only be shared with others if you provide written permission or if what is shared falls under the *mandated reporter exception* listed below.

Exception

Mandolin Foundation is a mandatory reporter and is legally obligated to notify authorities of any illegal activity, suspected child abuse, or neglect, including physical abuse of a child, sexual abuse of a child, neglect of a child, physical threats by you toward another person, or threats to harm yourself.

Your Responsibilities and Required Program Activities

-Case Management/Recovery Coaching. You must attend all meetings as described in the Readiness to Change document.

- Random drug and alcohol testing. I reside in a drug and alcohol-free program and must abide by all house rules and regulations. I am fully aware that if I bring drugs, alcohol, weapons, or other contraband onto the property, it could be grounds for immediate termination from the program. I also know that The police can bring in a drug dog for any search.

- Mandatory Programming Requirement. You must attend all mandatory programming described in the Readiness to Change document.

- Job Search. If you are not currently employed at least 20 hours a week, you will be involved in an active job search, volunteer, or be referred to the W2 program for employment training.

- Educational Requirements. You must attend GEO tutoring if you have not received your high school diploma or GED. Post-secondary school can take the place of employment if you are enrolled full-time.

- Background Checks. A background check is completed on any person before staying at or visiting the Mandolin Foundation program. In addition, staff will do background checks randomly during your stay.

- Visitors. Any significant person over the age of 18 will need to have a background check and prior approval. Visitors must provide a picture ID so staff can complete the check. See the team for the visitor's form.

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Resident Participation Contract

- Random Search. I am aware and understand that while I am a resident or have property on the property of the Mandolin Foundation program, they are subject to random searches. Therefore, I permit my room, vehicle, and other personal items on Mandolin Foundation property to be searched by Mandolin Foundation Staff, Green Bay Police Department, Brown County Sheriff's Department, and other reasonable law enforcement agencies.

- Discharge Procedure. Participation in the Mandolin Foundation program is *voluntary*. If you decide this program is not a good fit for you or your family, you may schedule a discharge appointment with the staff. If you are not following the rules or working toward your goals, staff may discharge you from the program. **Not returning to the Mandolin Foundation program by your curfew can result in an immediate discharge.** Please notify the team if you will be late **and** bring proof of why. Example: copy of your punch card, a letter from your boss, hospital discharge paperwork.

- I understand that if I engage in any illegal activities, on or off Mandolin Foundation property, or am charged with a violent or drug-related crime in this program, I could be immediately terminated.

- I understand that stealing food or other personal property can result in consequences and program termination.

- **I understand that I must always keep my eyes on my children.** If I need staff to watch my child, I will ask staff to do so.

- With staff approval, **c**hildren 12 years and over will be allowed in the house without their mothers for **up to four hours**. This exception does **not** include overnight hours.

-I understand that this program is a community living program, and I must immediately clean up after myself and my children. Therefore, I will do assigned chores daily and monthly.

- I understand I am only allowed a 7-day supply of my medications, except for specific medicines that could be misused. If I am prescribed drugs that have the potential to be misused* I will only have one day's supply in my lockbox; the rest will be locked in the safe. I am responsible for getting my medications from staff before they leave for the day. I will not ask the team to return to the house so that I can retrieve my medications.

- I understand I am expected to be a good neighbor, respecting other residents and neighbors. So therefore, I will pick up trash, help others, only sit in the parking lot for 5 minutes, help with chores, and keep my noise level down to keep quiet.

- I understand I will only have a little storage space for my personal property. I can provide my **covered** plastic or rubber bins for my property and lock them in the garage. I will give staff adequate notice if I need to retrieve my items. I acknowledge that the team has the right to ask me to clean, organize and keep my personal belongings within a specific area.

- I understand that if I do not pay monthly program fees by the 3rd day of the month, I will be considered as not following program guidelines and will be subject to consequences and program termination. **I also understand that program fees are not refundable.**

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Resident Participation Contract

Emergency Procedures

- I will be responsible for understanding the emergency procedures, including fire escape exits, tornado-safe areas, and the location of Narcan.

- I will follow the hazardous material policy if there are dangerous materials, such as bodily fluids or chemicals.

- I acknowledge that I cannot bring weapons, medications not prescribed, illegal drugs, Delta 8/10, or other mind-altering substances onto Mandolin Foundation Property. This is a partial list, and staff may add to the list at any time.

I acknowledge that I have received and understand the Mandolin Foundation resident participation contract and can request copies of the forms I have signed. I also know that this is a voluntary program. However, to remain in the program, I need to follow these contract guidelines, work on mutually established goals, and participate in all required program activities to stay in the program.

By signing the contract, I agree to comply with the abovementioned terms.

Resident Signature: _____ Date: _____

Staff Signature: _____ Date: _____

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Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
June 27, 2023	Dena Mooney, Staff

AGENDA ITEM # P.4

To approve a Conditional Use Permit (CUP) at 1600 Dousman Street for the addition of a second accessory garage exceeding 150 square feet in a Low-Density Residential (R1) zoning district, subject to the following conditions:

a. Site plan approval by the Office of Community and Economic Development.
b. Compliance with all other regulations of the Green Bay Municipal Code.

(Public hearing held on 6.12.2023).

BACKGROUND

Primary Address: 1600 Dousman Street

Alderperson /District: Alder. Steuer / District 10

Reason for Request: The proposed CUP would allow for a second accessory garage exceeding 150 square feet.

Surrounding Zoning and Land Uses:
SUBJECT: Low Density Residential (R1); Single-Family Residential
NORTH: Low Density Residential (R1); Single-Family Residential
SOUTH: Public Property/Institutional (PI); Park
EAST: Low Density Residential (R1); Single-Family Residential
WEST: Low Density Residential (R1); Single-Family Residential

Surrounding Zoning and Land Uses: The 2022 Smart Growth Green Bay Comprehensive Plan currently recommends Low Density Residential. A single-family home is on the property, which is compatible with the Comprehensive Plan.

Report: Michelle and Patrick Skrobel, property owners, are requesting to add a second accessory garage exceeding 150 square feet to their property. The Skrobel's currently have a 336 square foot, one-stall detached garage on their property. They would like to add a two-stall, detached garage alongside the existing garage. The code allows the first accessory structure to be a maximum of 1000 sq ft (pending site conditions) with a second accessory structure to be a maximum of 150 sq ft. For zoning purposes, the new garage would be treated as the first accessory structure and the existing garage would be treated as the second accessory structure. Since the existing garage is 336 square feet, it exceeds the maximum size of 150 square feet.

Article VI Residential Districts, Division 2 Accessory Uses and Structures Section 44-590(c)(2) states, "The maximum size may be increased upon approval of a conditional use permit, provided that lot coverage requirements are satisfied." To ensure that lot coverage requirements are met, the applicants purchased the adjoining vacant lot.

The existing garage was built in the 1950's and is in good condition. Since the structure is in good condition, the applicants would prefer not to remove it but rather repurpose it into a hobby shop/patio area. The new garage would be alongside the existing garage and the driveway to the new structure would branch off from the existing driveway. This will improve off-street parking as on-street parking on this road has been an issue for the applicant.

Section 44-83(e) of the Zoning Ordinance 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.

The staff believe that allowing a second accessory garage over 150 square feet (336 square feet) is acceptable since the lot can support the request and it meets the standards for CUP approval. Furthermore, the overall square footage of the accessory structures shall be subordinate in area to the principal structure per Sec. 44-414(3) of the zoning code. This means that even though the second accessory garage is larger than 150 square feet, the square footage of that structure (336 square feet) will be deducted from the potential square footage of the new garage so that the combination of these two structures is less than the square footage of the home. Ald. Steuer and adjacent property owners within 200 ft. of the subject area have been notified of the request. There have been no inquiries regarding this request as of the drafting of this report.

RECOMMENDATION

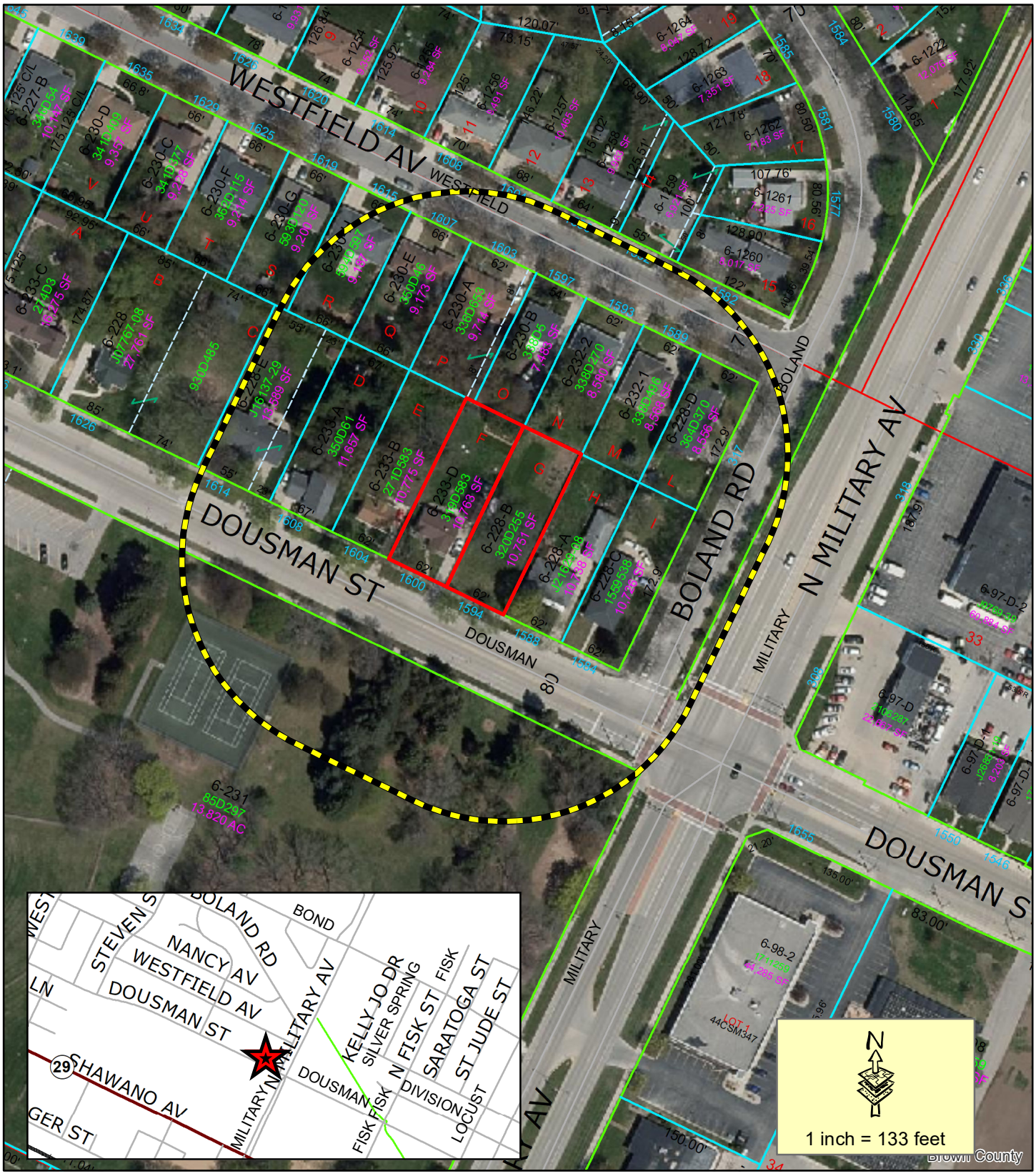
Approval of the request, subject to:

a. Site plan approval by the Office of Community and Economic Development.
b. Compliance with all other regulations of the Green Bay Municipal Code.

FISCAL IMPACT

ATTACHMENTS

1. ZP 23-20 Location Map
2. ZP 23-20 Application
3. ZP 23-20 Written Narrative
4. ZP 23-20 Photo
5. 23-20 Concept Site Plan



Proposed CUP

200' Property Owner Notice

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

Zoning Petition (ZP 23-20) Proposed Conditional Use Permit (CUP) at 1600 Dousman Street

CITY OF GREEN BAY 1854 Titletown, USA

REQUEST FOR CITY ACTION
PLAN COMMISSION

Community and Economic
Development Department
100 N. Jefferson Street, Rm 608
Green Bay, WI 54301-5026
(920) 448-3400 - phone
(920) 448-3426 - fax
www.greenbaywi.gov

Location of Property: 1600 Dousman St.

Parcel Number(s): 6-233-D + 6-228-B

Petitioner(s): Pat and Michelle SKrobel Date: 5-17-23

Email: mseitzer73@gmail.com Phone Number: 920-634-9631

Address: 1600 Dousman St. City: Green Bay State: WI Zip: 54303

Property Owner: Pat and Michelle SKrobel Phone Number: 920-634-9631

Submit this Request Form and all required attachments to the Community and Economic Development Department, Room 608, City Hall

To: Honorable Mayor and Common Council, c/o City Clerk

I, Michelle SKrobel, respectfully request that the City of Green Bay take the following action:

- [ ] Rezone Property ($375.00 Review Fee)
- [x] Conditional Use and CUP Amendment, including Single Lot Duplexes ($375.00 Review Fee)
- [ ] PUD and PUD Amendments ($425.00 Review Fee)
- [ ] Approve Preliminary City/Extraterritorial Subdivision Plat ($150.00 + $35.00 per Lot/Outlot Review Fee)
- [ ] Approve Preliminary Condominium Plat ($250.00 + $35.00 per Lot/Outlot/Lot Equivalent Review Fee)
- [ ] Approve Preliminary City/Extraterritorial Certified Survey Map ($250.00 Review Fee)
- [ ] Approve Final City/Extraterritorial Subdivision Plat ($150.00 Review Fee)
- [ ] Approve Final Condominium Plat ($150.00 Review Fee)
- [ ] Grant a City/Extraterritorial Subdivision/CSM Variance ($150.00 Review Fee)
- [ ] Development District Map Amendment ($200.00 Administration Fee)
- [ ] Official Map Amendment ($200.00 Administration Fee)
- [ ] Plat of Right-of-Way ($200.00 Administration Fee)
- [ ] Discontinue a Public Utility Easement ($200.00 Administration Fee)
- [ ] Street Name Change ($200.00 Administration Fee)
- [ ] Declare City Property "City Surplus" ($200.00 AdministrationFee)
- [ ] Vacate a Street/Alley/Pedestrian Way ($300.00 AdministrationFee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- [ ] Closure of Street/Alley/Pedestrian Way ($300.00 AdministrationFee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- [ ] Comprehensive Plan Amendments ($275.00 Review Fee)
- [ ] Other ($200.00 Administration Fee): _____

Owner Signature: _____ Date: 5-17-23

Petitioner Signature(s): Michelle SKrobel

Checklist of required attachments:

- **Map**
- **Legal Description**
- **Applicant Narrative Describing Project**
- **All Other Pertinent Information**

For office use only:
Review Fee: $375 Receipt No.: 2763433-18 Zoning Petition No.: ZP 23-20

To whom it may concern,

We are looking to build a second garage at our home at 1600 Dousman St. The current garage is roughly 300 square feet and in excellent shape so we would like to keep it. It was built when the home was built in the 50's and is going to be used for a hobby shop / patio area.

The new garage will be placed alongside the current garage. The set backs allow it for the size of our lot. The materials used will be similar to the existing garage and home. This will keep it compatible with the neighboring properties. We would like to build a standard 2 stall garage up to 1000 square feet which meets the building codes.

The current garage does not support the size of todays vehicles. There is a single driveway leading to it currently. We would like to add a driveway to the new garage coming off of the current driveway. This will provide adequate parking as well. Our street gets very busy especially during peak traffic times due to the increase in population and the 3 hospitals in our area. We can park on the city street, but we have had an incident where my son's truck was rear ended last year when it was parked in front of our home.

Thank you,

Patrick and Michelle Skrobel

1600 Dousman Street

Part of Brown County WI

Map printed on 5/2/2023

1:480
1 inch = 40 feet*
1 inch = 0.00758 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

Concept site plan

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

Brown County Planning & Land Services

(920) 448-6480
www.browncountywi.gov

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # P.5

To refer the request from Ald. Grant to amend the R1 zoning single family home definition of unrelated and family adult limitations to limit define family as __ and limit the number of unrelated adults to __ to the Law Department.

BACKGROUND

RECOMMENDATION

Refer to staff.

FISCAL IMPACT

ATTACHMENTS

1. 2023-05-23 Dist 1 to Plan_Family Definition

From: noreply@civicplus.com
To: Celestine Jeffreys; Eric Genrich
Subject: Online Form Submittal: Alders" Petitions and Communications
Date: Monday, May 22, 2023 12:47:22 PM

Alders' Petitions and Communications

Name	Jennifer Grant
Committee Name	Plan Commission
Text of Communication	Consideration with possible action to amend the R1 Zoning single family home definition of unrelated and family adult limitations to limit define family as____ and limit the number of unrelated adults to____.

Email not displaying correctly? View it in your browser.

Report to the
Green Bay Plan Commission

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # P.6

To refer the request from Alder Steuer to look at zoning along Velp Avenue to coincide with the Velp Avenue Plan to the Department of Community and Economic Development.

BACKGROUND

RECOMMENDATION

Refer to staff.

FISCAL IMPACT

ATTACHMENTS

1. Communication from Ald. Steuer

Lisa Bergelin

From: Jaime Fuge
Sent: Thursday, June 8, 2023 4:38 PM
To: Megan Hein; Neil Stechschulte; Lisa Bergelin
Cc: District Ten; Celestine Jeffreys
Subject: FW: Online Form Submittal: Alders' Petitions and Communications

Good Afternoon,

Please see the below communication for Plan Commission.

Thank you,

Jaime Fuge
Deputy City Clerk
Clerk's Office
920.448.3010
greenbaywi.gov/Clerk

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Thursday, June 8, 2023 4:26 PM
To: Celestine Jeffreys <Celestine.Jeffreys@greenbaywi.gov>; Eric Genrich <Eric.Genrich@greenbaywi.gov>; Jaime Fuge <Jaime.Fuge@greenbaywi.gov>; Amaad Rivera <Amaad.Rivera@greenbaywi.gov>
Subject: Online Form Submittal: Alders' Petitions and Communications

Alders' Petitions and Communications

Name	Mark Steuer
Committee Name	Plan Commission
Text of Communication	To look at zoning along Velp Avenue to coincide with the Velp Avenue Plan

Email not displaying correctly? View it in your browser.

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
June 27, 2023	Diana Ellenbecker, Finance Director

AGENDA ITEM # Q.1

To approve the presale reports prepared by Ehlers Public Finance Advisors for the 2023 borrowing approved at the Common Council meeting on May 16, 2003.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. PreSale Report - Green Bay - 2023A Bonds 06.07.23
2. PreSale Report - Green Bay - 2023B Notes 06.07.23

June 13, 2023

PRE-SALE REPORT FOR

City of Green Bay, Wisconsin

$15,910,000 General Obligation Corporate Purpose Bonds, Series 2023A

EHLERS
PUBLIC FINANCE ADVISORS

Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

Advisors:

Todd Taves, Senior Municipal Advisor
Harry Allen, Associate Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

$15,910,000 General Obligation Corporate Purpose Bonds, Series 2023A (the "Bonds").

Purposes:

The proposed issue includes financing for (i) street projects, (ii) parks projects, (iii) public works building improvements, (iv) parking lots and facilities, and (v) sewerage projects. Debt service will be paid from ad valorem property taxes with the expectation that parking, stormwater, and Tax Increment District Number 22 (the "District") revenues will be used to abate a portion of the overall debt service.

Several initial resolutions have been prepared for this bond issue. State law requires resolutions be adopted for each type of project funded with the bonds.

1. $10,965,000 for Streets.
2. $1,340,000 for Parks and Public Grounds.
3. $1,505,000 for Building for Housing of Machinery and Equipment.
4. $525,000 for Parking Lots and Facilities.
5. $1,575,000 for Sewer.

There is also a parameters resolution for the total bond amount of $15,910,000.

Authority:

The Bonds are being issued pursuant to Wisconsin Statute 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, and the Series 2023B General Obligation Promissory Notes (the "Notes") to be issued concurrently, the City's total General Obligation debt principal outstanding will be $180,755,772, which is 40% of its limit. Remaining General Obligation Borrowing Capacity will be approximately $276,005,433.

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 2024 through 2043. Interest is payable every six months beginning April 1, 2024. The Bonds will be subject to prepayment at the discretion of the City on April 1, 2033 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 rating on those bonds is "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 in the event that the bond rating of the insurer is higher than that of the City.

Basis for Recommendation:

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of Bonds and long-term financial capacity, as well as the tax status considerations related to the Bonds and the structure, timing and other similar matters related to the Bonds, we are recommending the issuance of Bonds as a suitable option. Ehlers has reviewed other reasonably feasible alternatives to the recommended issuance of municipal securities.

Method of Sale/Placement:

We are recommending the Bonds be issued as municipal securities and offered through a competitive underwriting process. You will solicit competitive bids, which we will compile on your behalf, for the purchase of the Bonds from underwriters and banks.

An allowance for discount bidding will be incorporated 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 in excess of 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.

Parameters:

The Common Council will consider adoption of a Parameters Resolution on June 27, 2023, which delegates authority to the Finance Director/Comptroller to accept and approve a bid for the Bonds so long as the bid meets certain parameters. These parameters are:

* Issue size not to $15,910,000

* Maximum Bid of 107%

* Minimum Bid of 98.75%

* Maximum True Interest Cost (TIC) of 5.00%

* Maturity Schedule Adjustments not to exceed $450,000 per maturity

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. In the event that 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.

An Ehlers arbitrage expert will contact the City within 30 days after the sale date to review the City's specific responsibilities for the Bonds. The City is currently receiving arbitrage services from Ehlers in relation to the Bonds.

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:

GO with Planned Abatement: The City expects to abate a portion of the City debt service with tax incremental revenues from the District, sewer utility revenues, and storm water utility revenues. In the event these revenues are 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:	June 27, 2023
Due Diligence Call to review Official Statement:	Week of July 24, 2023
Conference with Rating Agency:	Week of July 24, 2023
Distribute Official Statement:	Week of July 31, 2023
Designated Officials Award Sale of the Bonds:	August 9, 2023
Estimated Closing Date:	August 30, 2023

Attachments

Capital Improvement Plan & Funding Uses
Estimated Sources and Uses of Funds
Estimated Debt Service Schedule by Purpose
Financing Plan Tax Impact
General Obligation Debt Capacity Analysis
Bond Buyer Index – 10-year

EHLERS' CONTACTS

Todd Taves, Senior Municipal Advisor	(262) 796-6173
Harry Allen, Associate Municipal Advisor	(262) 796-6182
Peter Curtin, Senior Public Finance Analyst	(262) 796-6187
Kathy Myers, Senior Financial Analyst	(262) 796-6177

Table 1
Capital Improvement Plan & Funding Uses
City of Green Bay, WI

Projects	Purpose/Dept.	Repayment	Plan Issue	Funding	2023	Totals
City Hall - Roof Replacement	City Hall	Levy - 10-year	2023 G.O. Notes	G.O. Debt	250,000	*250,000*
City Hall - Standpipe System	City Hall	Levy - 10-year	2023 G.O. Notes	G.O. Debt	65,000	*65,000*
City Hall - Storm/Clearwater System	City Hall	Levy - 10-year	2023 G.O. Notes	G.O. Debt	40,000	*40,000*
Squads	Police	Levy - 3-year	2023 G.O. Notes	G.O. Debt	787,500	*787,500*
POLICE DEPT - POLICE STATION REPAIRS	Police	Levy - 10-year	2023 G.O. Notes	G.O. Debt	600,500	*600,500*
POLICE DEPT - POLICE STATION REPAIRS	Police	Levy - 10-year	2023 G.O. Notes	G.O. Debt	42,500	*42,500*
Beaumont - Shelter Roof Replacement	Parks	Levy	2023 G.O. Bonds	G.O. Debt	10,000	*10,000*
Beaumont Park - 1/2 Playground Replacement	Parks	Levy	2023 G.O. Bonds	G.O. Debt	75,000	*75,000*
Beaver Dam Culvert Engineering	Parks	Levy	2023 G.O. Bonds	G.O. Debt	50,000	*50,000*
Colburn - North Playground Replacement	Parks	Levy	2023 G.O. Bonds	G.O. Debt	150,000	*150,000*
Dog Park - Various Locations	Parks	Levy	2023 G.O. Bonds	G.O. Debt	50,000	*50,000*
Joanne's - Skate Park Improvements Engineering	Parks	Levy	2023 G.O. Bonds	G.O. Debt	25,000	*25,000*
Joanne's Pool Maintenance Building Roof Replacement	Parks	Levy	2023 G.O. Bonds	G.O. Debt	45,000	*45,000*
Joanne's/East High - Parking Lot Replacement	Parks	Levy	2023 G.O. Bonds	G.O. Debt	350,000	*350,000*
Kennedy - Shelter Roof Replacement	Parks	Levy	2023 G.O. Bonds	G.O. Debt	10,000	*10,000*
Olde Preble - Stormwater Eng	Parks	Levy	2023 G.O. Bonds	G.O. Debt	25,000	*25,000*
Perkins - Ballfield Lighting & Hockey Renovation	Parks	Levy	2023 G.O. Bonds	G.O. Debt	450,000	*450,000*
Perkins - Landscaping/Disc Golf Improvements	Parks	Levy	2023 G.O. Bonds	G.O. Debt	50,000	*50,000*
Perkins - Shelter Roof Replacements	Parks	Levy	2023 G.O. Bonds	G.O. Debt	15,000	*15,000*
Resch Aquatic Center - Air conditioning throughout Bldg.	Parks	Levy	2023 G.O. Bonds	G.O. Debt	20,000	*20,000*
16' GANGMOWER w/cab - Unit 104	Parks	Levy - 10-year	2023 G.O. Notes	G.O. Debt	136,400	*136,400*
Bobcat Loader - unit 219	Parks	Levy - 10-year	2023 G.O. Notes	G.O. Debt	67,000	*67,000*
BOBCAT TRAILER - Unit 194	Parks	Levy - 10-year	2023 G.O. Notes	G.O. Debt	10,500	*10,500*
Towable Stump grinder - 118	Parks	Levy - 10-year	2023 G.O. Notes	G.O. Debt	88,500	*88,500*
3/4 ton 4X4 pick-up w/plow-Unit 27	Parks	Levy - 10-year	2023 G.O. Notes	G.O. Debt	52,500	*52,500*
33,000 GVW Truck w/chipper-Unit 50	Parks	Levy - 10-year	2023 G.O. Notes	G.O. Debt	175,000	*175,000*
4X2 Flatbed truck w/hoist-Unit 22	Parks	Levy - 10-year	2023 G.O. Notes	G.O. Debt	135,400	*135,400*
Lot/Apron Shop	Fire	Levy - 10-year	2023 G.O. Notes	G.O. Debt	18,750	*18,750*
Solar Array ST 4	Fire	Levy - 10-year	2023 G.O. Notes	G.O. Debt	27,300	*27,300*
Station Alerting System	Fire	Levy - 10-year	2023 G.O. Notes	G.O. Debt	540,500	*540,500*
Emergency siren site #6 & #10	Fire	Levy - 10-year	2023 G.O. Notes	G.O. Debt	54,897	*54,897*
Staff Vehicle TR408, TR410, TR412	Fire	Levy - 10-year	2023 G.O. Notes	G.O. Debt	149,100	*149,100*
Refuse truck, automated	DPW	Levy - 8-year	2023 G.O. Notes	G.O. Debt	354,000	*354,000*
Refuse truck, automated	DPW	Levy - 8-year	2023 G.O. Notes	G.O. Debt	354,000	*354,000*
Sidewalk tractor	DPW	Levy - 10-year	2023 G.O. Notes	G.O. Debt	97,000	*97,000*
Sidewalk tractor with attachments	DPW	Levy - 10-year	2023 G.O. Notes	G.O. Debt	93,000	*93,000*
TANDEM AXLE DUMP/WING/PLOW	DPW	Levy - 10-year	2023 G.O. Notes	G.O. Debt	279,000	*279,000*
Various Pavement Projects	DPW	Levy	2023 G.O. Bonds	G.O. Debt	8,185,000	*8,185,000*
DPW Garage & Fuel System Repairs	DPW	Levy	2023 G.O. Bonds	G.O. Debt	1,485,000	*1,485,000*
Parking ramp repairs	Parking	Parking	2023 G.O. Bonds	G.O. Debt	520,000	*520,000*
Various Stormwater Projects	Storm	Storm	2023 G.O. Bonds	G.O. Debt	1,200,000	*1,200,000*
TID 22 - Streets	Streets	TID 22	2023 G.O. Bonds	G.O. Debt	2,645,000	*2,645,000*
TID 22 - Sanitary Sewer	Sanitary Sewer	TID 22	2023 G.O. Bonds	G.O. Debt	355,000	*355,000*
Actual CIP Costs					**20,133,347**	**20,133,347**
Percent Inflation					**0%**	
Inflated Project Costs					**20,133,347**	**20,133,347**

Sources of Funding		
G.O. Debt	20,133,347	*20,133,347*
Total	**20,133,347**	**20,133,347**

Debt Obligations		
2023 G.O. Bonds	15,715,000	*15,715,000*
2023 G.O. Notes	4,418,347	*4,418,347*
Total	**20,133,347**	**20,133,347**

Debt Obligations by Purpose		
2023 G.O. Bonds - Levy	10,995,000	*10,995,000*
2023 G.O. Bonds - Parking	520,000	*520,000*
2023 G.O. Bonds - Storm	1,200,000	*1,200,000*
2023 G.O. Bonds - TID 22	3,000,000	*3,000,000*
2023 G.O. Notes - Levy - 10-year	2,922,847	*2,922,847*
2023 G.O. Notes - Levy - 8-year	708,000	*708,000*
2023 G.O. Notes - Levy - 3-year	787,500	*787,500*
Total	**20,133,347**	**20,133,347**

Notes:

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Table 2
Capital Improvements Financing Plan
City of Green Bay, WI

		2023							
		G.O. Bonds	Street Improvements (Levy) Portion	Street Improvements (TID 22) Portion	Parks and Public Grounds Portion	Building for Housing of Machinery and Equipment Portion	Parking Lots Portion	Sanitary Sewer (TID 22) Portion	Storm Sewer Portion
CIP Projects[1]									
City Hall		-							
DPW		9,670,000	8,185,000			1,485,000			
Fire		-							
Parks		1,325,000			1,325,000				
Police		-							
Parking		520,000					520,000		
Storm		1,200,000							1,200,000
TID 22		3,000,000		2,645,000				355,000	
Subtotal Project Costs		**15,715,000**	**8,185,000**	**2,645,000**	**1,325,000**	**1,485,000**	**520,000**	**355,000**	**1,200,000**
CIP Projects[1]		**15,715,000**	**8,185,000**	**2,645,000**	**1,325,000**	**1,485,000**	**520,000**	**355,000**	**1,200,000**
Estimated Issuance Expenses		**255,627**	**133,116**	**43,060**	**21,530**	**24,181**	**8,435**	**5,784**	**19,521**
Municipal Advisor (Ehlers)		20,000	10,415	3,369	1,684	1,892	660	453	1,527
Bond Counsel		16,000	8,332	2,695	1,348	1,514	528	362	1,222
Rating Fee		19,902	10,364	3,352	1,676	1,883	657	450	1,520
Maximum Underwriter's Discount	12.50	198,875	103,563	33,500	16,750	18,813	6,563	4,500	15,188
Paying Agent		850	443	143	72	80	28	19	65
Subtotal Issuance Expenses		255,627	133,116	43,060	21,530	24,181	8,435	5,784	19,521
TOTAL TO BE FINANCED		**15,970,627**	**8,318,116**	**2,688,060**	**1,346,530**	**1,509,181**	**528,435**	**360,784**	**1,219,521**
Estimated Interest Earnings[2]	4.80%	(62,860)	(33,116)	(8,580)	(6,530)	(4,979)	(3,436)	(1,420)	(4,800)
Assumed spend down (months)	1								
Rounding		2,233	0	520	0	798	0	636	279
NET BOND SIZE		**15,910,000**	**8,285,000**	**2,680,000**	**1,340,000**	**1,505,000**	**525,000**	**360,000**	**1,215,000**

Notes:

1) Project Total Estimates as provided by City officials.
2) Based on the April 2023 WI LGIP anualized earnings rate.

Streets Total **10,965,000**

Sewerage Total **1,575,000**

Table 3
Allocation of Debt Service - 2023 G.O. Bonds
City of Green Bay, WI

Year Ending	Street Improvements (Levy) Portion				Street Improvements (TID 22) Portion			Parks and Public Grounds Portion			Building for Housing of Machinery and Equipment Portion			Parking Lots Portion			Sanitary Sewer (TID 22) Portion			Storm Sewer Portion			Year Ending	Totals		
	Principal	Est. Rate[1]	Interest	Total	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total		Principal (4/1)	Interest	Total
2023				0			0			0			0			0			0			0	2023	0	0	0
2024	250,000	4.40%	370,252	620,252	80,000	119,821	199,821	40,000	59,891	99,891	45,000	67,292	112,292	15,000	23,497	38,497	10,000	16,096	26,096	35,000	54,319	89,319	2024	475,000	711,168	1,186,168
2025	290,000	4.15%	328,944	618,944	95,000	106,451	201,451	45,000	53,259	98,259	55,000	59,747	114,747	20,000	20,863	40,863	10,000	14,375	24,375	45,000	48,248	93,248	2025	560,000	631,885	1,191,885
2026	300,000	3.95%	317,001	617,001	100,000	102,505	202,505	50,000	51,338	101,338	55,000	57,519	112,519	20,000	20,053	40,053	15,000	13,871	28,871	45,000	46,425	91,425	2026	585,000	608,711	1,193,711
2027	315,000	3.80%	305,091	620,091	100,000	98,630	198,630	50,000	49,400	99,400	55,000	55,388	110,388	20,000	19,278	39,278	15,000	13,290	28,290	45,000	44,682	89,682	2027	600,000	585,758	1,185,758
2028	325,000	3.75%	293,012	618,012	105,000	94,761	199,761	55,000	47,419	102,419	60,000	53,218	113,218	20,000	18,523	38,523	15,000	12,723	27,723	50,000	42,889	92,889	2028	630,000	562,545	1,192,545
2029	340,000	3.70%	280,629	620,629	110,000	90,757	200,757	55,000	45,370	100,370	60,000	50,983	110,983	20,000	17,778	37,778	15,000	12,165	27,165	50,000	41,027	91,027	2029	650,000	538,708	1,188,708
2030	350,000	3.70%	267,864	617,864	115,000	86,595	201,595	55,000	43,335	98,335	65,000	48,671	113,671	20,000	17,038	37,038	15,000	11,610	26,610	50,000	39,177	89,177	2030	670,000	514,288	1,184,288
2031	365,000	3.71%	254,618	619,618	120,000	82,241	202,241	60,000	41,205	101,205	65,000	46,262	111,262	25,000	16,204	41,204	15,000	11,054	26,054	55,000	37,231	92,231	2031	705,000	488,815	1,193,815
2032	380,000	3.73%	240,760	620,760	120,000	77,777	197,777	60,000	38,973	98,973	70,000	43,751	113,751	25,000	15,274	40,274	15,000	10,496	25,496	55,000	35,185	90,185	2032	725,000	462,216	1,187,216
2033	395,000	3.76%	226,247	621,247	125,000	73,189	198,189	65,000	36,632	101,632	70,000	41,130	111,130	25,000	14,338	39,338	15,000	9,934	24,934	60,000	33,032	93,032	2033	755,000	434,501	1,189,501
2034	410,000	3.76%	211,113	621,113	130,000	68,395	198,395	65,000	34,188	99,188	75,000	38,404	113,404	25,000	13,398	38,398	20,000	9,276	29,276	60,000	30,776	90,776	2034	785,000	405,549	1,190,549
2035	425,000	3.90%	195,118	620,118	135,000	63,319	198,319	70,000	31,601	101,601	75,000	35,531	110,531	25,000	12,441	37,441	20,000	8,510	28,510	60,000	28,478	88,478	2035	810,000	374,996	1,184,996
2036	440,000	4.20%	177,590	617,590	145,000	57,641	202,641	70,000	28,766	98,766	80,000	32,389	112,389	30,000	11,323	41,323	20,000	7,700	27,700	65,000	25,943	90,943	2036	850,000	341,351	1,191,351
2037	460,000	4.35%	158,345	618,345	150,000	51,334	201,334	75,000	25,664	100,664	85,000	28,860	113,860	30,000	10,041	40,041	20,000	6,845	26,845	65,000	23,164	88,164	2037	885,000	304,252	1,189,252
2038	480,000	4.45%	137,660	617,660	155,000	44,622	199,622	80,000	22,253	102,253	90,000	25,009	115,009	30,000	8,721	38,721	20,000	5,965	25,965	70,000	20,193	90,193	2038	925,000	264,422	1,189,422
2039	505,000	4.50%	115,618	620,618	165,000	37,461	202,461	80,000	18,673	98,673	90,000	20,981	110,981	30,000	7,378	37,378	20,000	5,070	25,070	75,000	16,948	91,948	2039	965,000	222,128	1,187,128
2040	525,000	4.53%	92,364	617,364	170,000	29,898	199,898	85,000	14,948	99,948	95,000	16,804	111,804	35,000	5,910	40,910	25,000	4,054	29,054	75,000	13,561	88,561	2040	1,010,000	177,539	1,187,539
2041	550,000	4.60%	67,823	617,823	180,000	21,908	201,908	90,000	10,953	100,953	100,000	12,353	112,353	35,000	4,313	39,313	25,000	2,913	27,913	80,000	10,023	90,023	2041	1,060,000	130,283	1,190,283
2042	575,000	4.65%	41,804	616,804	185,000	13,466	198,466	95,000	6,674	101,674	105,000	7,611	112,611	35,000	2,694	37,694	25,000	1,756	26,756	85,000	6,206	91,206	2042	1,105,000	80,211	1,185,211
2043	605,000	4.70%	14,218	619,218	195,000	4,583	199,583	95,000	2,233	97,233	110,000	2,585	112,585	40,000	940	40,940	25,000	588	25,588	90,000	2,115	92,115	2043	1,160,000	27,260	1,187,260
Total	8,285,000		4,096,067	12,381,067	2,680,000	1,325,351	4,005,351	1,340,000	662,769	2,002,769	1,505,000	744,485	2,249,485	525,000	260,004	785,004	360,000	178,287	538,287	1,215,000	599,618	1,814,618	Total	15,910,000	7,866,581	23,776,581

Notes:

1) Estimated Rate assumes May 15 Aa2 sale plus 0.90%.

Table 4
Financing Plan Tax Impact
City of Green Bay, WI

Year Ending	Existing Debt: Net Debt Service Levy	Existing Debt: Change From Prior Year Levy	Existing Debt: Equalized Value (TID OUT)[1]	Existing Debt: Tax Rate Per $1,000	Existing Debt: Annual Taxes $150,000 Home	Proposed Debt: 2023 G.O. Bonds 15,910,000 Dated: 8/30/2023 Total Principal and Interest	Proposed Debt: 2023 G.O. Notes 4,475,000 Dated: 8/30/2023 Total Principal and Interest	Proposed Debt: Abatements: Less: Parking	Proposed Debt: Abatements: Less: Stormwater	Proposed Debt: Abatements: Less: TID 22	Debt Service Levy: Total Net Debt Service Levy	Debt Service Levy: Levy Change from Prior Year	Taxes: Total Tax Rate for Debt Service	Taxes: Annual Taxes $150,000 Home	Taxes: Annual Taxes Difference From Existing	Year Ending
2023	10,019,966		8,623,957,900	$1.16	$174.28						10,019,966		$1.16	$174	$0	2023
2024	11,036,787	1,016,821	8,916,310,668	$1.24	$185.67	1,186,168	747,299	(38,497)	(89,319)	(225,917)	12,616,521	2,596,555	$1.41	$212	$27	2024
2025	11,011,924	(24,863)	9,293,518,215	$1.18	$177.74	1,191,885	742,154	(40,863)	(93,248)	(225,825)	12,586,027	(30,493)	$1.35	$203	$25	2025
2026	10,771,003	(240,921)	9,636,919,024	$1.12	$167.65	1,193,711	747,059	(40,053)	(91,425)	(231,375)	12,348,920	(237,108)	$1.28	$192	$25	2026
2027	10,025,016	(745,987)	9,963,611,244	$1.01	$150.92	1,185,758	462,488	(39,278)	(89,682)	(226,919)	11,317,383	(1,031,537)	$1.14	$170	$19	2027
2028	8,927,063	(1,097,953)	10,382,259,553	$0.86	$128.98	1,192,545	458,333	(38,523)	(92,889)	(227,484)	10,219,045	(1,098,338)	$0.98	$148	$19	2028
2029	7,600,618	(1,326,444)	10,734,218,869	$0.71	$106.21	1,188,708	458,901	(37,778)	(91,027)	(227,922)	8,891,500	(1,327,544)	$0.83	$124	$18	2029
2030	6,251,145	(1,349,473)	11,098,109,629	$0.56	$84.49	1,184,288	459,008	(37,038)	(89,177)	(228,204)	7,540,022	(1,351,478)	$0.68	$102	$17	2030
2031	5,335,652	(915,493)	11,474,336,312	$0.47	$69.75	1,193,815	458,539	(41,204)	(92,231)	(228,295)	6,626,276	(913,746)	$0.58	$87	$17	2031
2032	4,912,260	(423,392)	11,863,317,105	$0.41	$62.11	1,187,216	354,408	(40,274)	(90,185)	(223,273)	6,100,151	(526,124)	$0.51	$77	$15	2032
2033	4,542,874	(369,386)	12,265,484,373	$0.37	$55.56	1,189,501	356,580	(39,338)	(93,032)	(223,123)	5,733,462	(366,690)	$0.47	$70	$15	2033
2034	4,526,923	(15,951)	12,681,285,140	$0.36	$53.55	1,190,549	0	(38,398)	(90,776)	(227,671)	5,360,627	(372,835)	$0.42	$63	$10	2034
2035	4,541,289	14,367	13,111,181,582	$0.35	$51.96	1,184,996		(37,441)	(88,478)	(226,829)	5,373,538	12,912	$0.41	$61	$10	2035
2036	3,975,806	(565,483)	13,555,651,542	$0.29	$43.99	1,191,351		(41,323)	(90,943)	(230,341)	4,804,550	(568,988)	$0.35	$53	$9	2036
2037	3,224,577	(751,229)	14,015,189,065	$0.23	$34.51	1,189,252		(40,041)	(88,164)	(228,179)	4,057,446	(747,104)	$0.29	$43	$9	2037
2038	2,558,300	(666,277)	14,490,304,942	$0.18	$26.48	1,189,422		(38,721)	(90,193)	(225,587)	3,393,222	(664,225)	$0.23	$35	$9	2038
2039	1,775,213	(783,088)	14,981,527,280	$0.12	$17.77	1,187,128		(37,378)	(91,948)	(227,531)	2,605,484	(787,738)	$0.17	$26	$8	2039
2040	1,368,719	(406,494)	15,489,402,088	$0.09	$13.25	1,187,539		(40,910)	(88,561)	(228,952)	2,197,835	(407,650)	$0.14	$21	$8	2040
2041	856,300	(512,419)	16,014,493,888	$0.05	$8.02	1,190,283		(39,313)	(90,023)	(229,820)	1,687,428	(510,407)	$0.11	$16	$8	2041
2042	605,600	(250,700)	16,557,386,336	$0.04	$5.49	1,185,211		(37,694)	(91,206)	(225,223)	1,436,689	(250,739)	$0.09	$13	$8	2042
2043	0	(605,600)	17,118,682,876	$0.00	$0.00	1,187,260		(40,940)	(92,115)	(225,170)	829,035	(607,654)	$0.05	$7	$7	2043
2044	0	0	17,699,007,407	$0.00	$0.00	0		0	0	0	0	(829,035)	$0.00	$0	$0	2044
Total	113,867,034					23,776,581	5,244,769	(785,004)	(1,814,618)	(4,543,638)					$282	Total

Notes:
1) Projected TID OUT EV based on 5-year average at 3.39% annual inflation. Accounts for the closure of TID 12 for budget year 2025, TID 4 for budget year 2026, and TID 5 for budget year 2028

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Table 5
General Obligation Debt Capacity Analysis - Impact of Financing Plan
City of Green Bay, WI

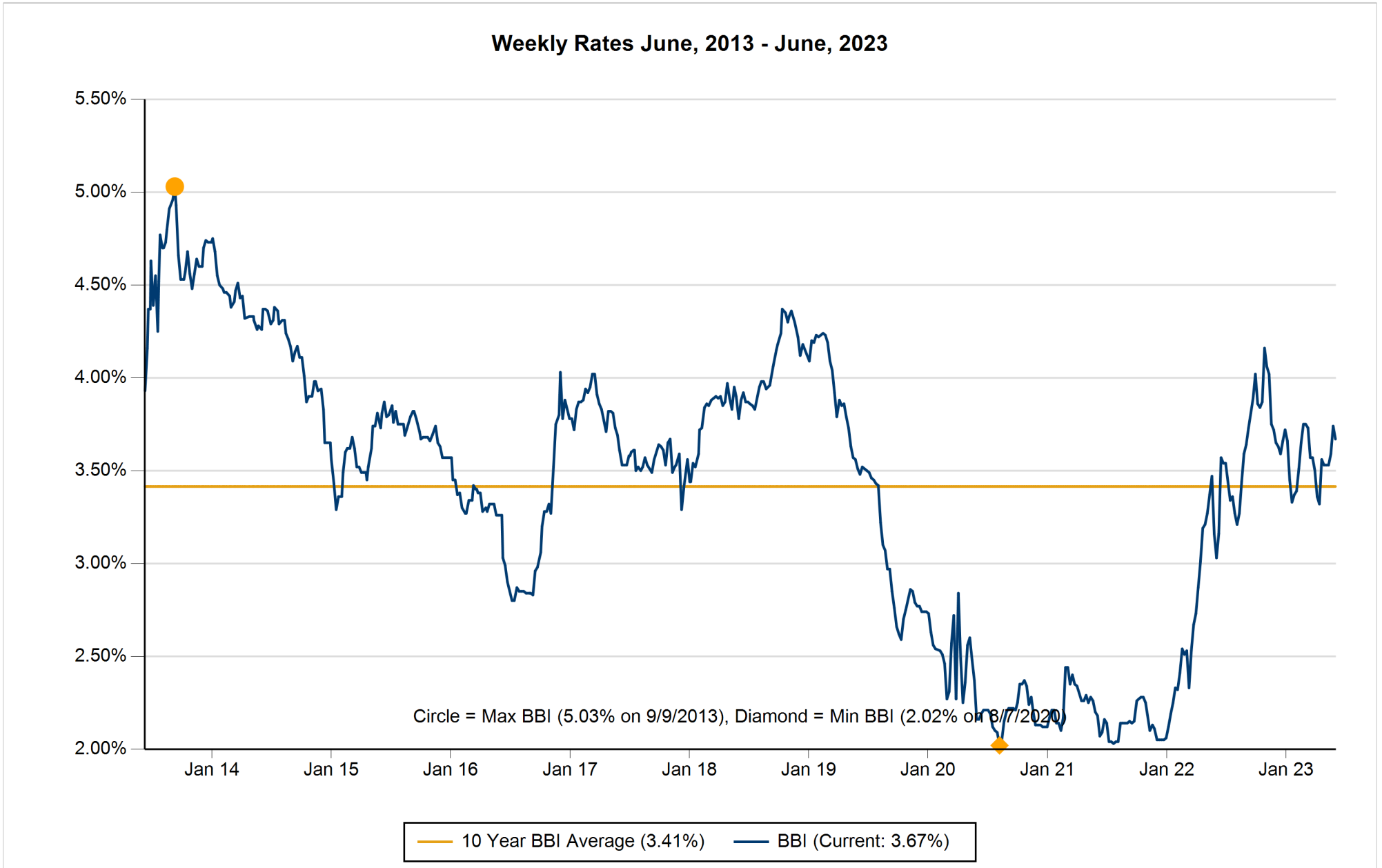
Existing Debt					Proposed Debt					
Year Ending	Projected Equalized Value (TID IN)[1]	Debt Limit	Existing Principal Outstanding	% of Limit	2023 G.O. Bonds	2023 G.O. Notes	Combined Principal Existing & Proposed	% of Limit	Residual Capacity	Year Ending
2022	9,135,224,100	456,761,205	175,579,000	**38%**			$175,579,000	**38%**	$281,182,205	2022
2023	9,445,113,307	472,255,665	160,370,772	**34%**	15,910,000	4,475,000	$180,755,772	**38%**	$291,499,894	2023
2024	9,765,514,716	488,275,736	144,764,902	**30%**	15,435,000	3,905,000	$164,104,902	**34%**	$324,170,834	2024
2025	10,096,784,927	504,839,246	129,137,321	**26%**	14,875,000	3,300,000	$147,312,321	**29%**	$357,526,926	2025
2026	10,439,292,636	521,964,632	113,940,000	**22%**	14,290,000	2,665,000	$130,895,000	**25%**	$391,069,632	2026
2027	10,793,419,047	539,670,952	100,165,000	**19%**	13,690,000	2,295,000	$116,150,000	**22%**	$423,520,952	2027
2028	11,159,558,293	557,977,915	87,355,000	**16%**	13,060,000	1,915,000	$102,330,000	**18%**	$455,647,915	2028
2029	11,538,117,881	576,905,894	76,335,000	**13%**	12,410,000	1,520,000	$90,265,000	**16%**	$486,640,894	2029
2030	11,929,519,139	596,475,957	66,610,000	**11%**	11,740,000	1,110,000	$79,460,000	**13%**	$517,015,957	2030
2031	12,334,197,688	616,709,884	58,485,000	**9%**	11,035,000	685,000	$70,205,000	**11%**	$546,504,884	2031
2032	12,752,603,925	637,630,196	50,530,000	**8%**	10,310,000	350,000	$61,190,000	**10%**	$576,440,196	2032
2033	13,185,203,528	659,260,176	42,880,000	**7%**	9,555,000	0	$52,435,000	**8%**	$606,825,176	2033
2034	13,632,477,971	681,623,899	35,005,000	**5%**	8,770,000		$43,775,000	**6%**	$637,848,899	2034
2035	14,094,925,060	704,746,253	27,035,000	**4%**	7,960,000		$34,995,000	**5%**	$669,751,253	2035
2036	14,573,059,488	728,652,974	20,170,000	**3%**	7,110,000		$27,280,000	**4%**	$701,372,974	2036
2037	15,067,413,409	753,370,670	14,080,000	**2%**	6,225,000		$20,305,000	**3%**	$733,065,670	2037
2038	15,578,537,027	778,926,851	9,015,000	**1%**	5,300,000		$14,315,000	**2%**	$764,611,851	2038
2039	16,106,999,212	805,349,961	5,215,000	**1%**	4,335,000		$9,550,000	**1%**	$795,799,961	2039
2040	16,653,388,131	832,669,407	2,475,000	**0%**	3,325,000		$5,800,000	**1%**	$826,869,407	2040
2041	17,218,311,902	860,915,595	995,000	**0%**	2,265,000		$3,260,000	**0%**	$857,655,595	2041
2042	17,802,399,272	890,119,964	0	**0%**	1,160,000		$1,160,000	**0%**	$888,959,964	2042
2043	18,406,300,319	920,315,016		**0%**	0		$0	**0%**	$920,315,016	2043

Notes:

1) Projected TID IN EV based on 5-year average at 3.39% annual inflation.

EHLERS PUBLIC FINANCE ADVISORS

10 YEAR TREND IN MUNICIPAL BOND INDICES



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

June 13, 2023

PRE-SALE REPORT FOR

City of Green Bay, Wisconsin

$4,475,000 General Obligation Promissory Notes, Series 2023B

Prepared by:

Ehlers
N19W24400 Riverwood Drive,
Suite 100
Waukesha, WI 53188

Advisors:

Todd Taves, Senior Municipal Advisor
Harry Allen, Associate Municipal Advisor

BUILDING COMMUNITIES. IT'S WHAT WE DO.

EXECUTIVE SUMMARY OF PROPOSED DEBT

Proposed Issue:

$4,475,000 General Obligation Promissory Notes, Series 2023B (the "Notes").

Purposes:

The proposed issue includes financing for capital improvement projects of the City. Debt service will be paid from ad valorem property taxes and the amortization is structured to match the useful life of the assets being financed.

Authority:

The Notes are being issued pursuant to Wisconsin Statute 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, and the Series 2023A General Obligation Corporate Purpose Bonds (the "Bonds") to be issued concurrently, the City's total General Obligation debt principal outstanding will be $180,755,772, which is 40% of its limit. Remaining General Obligation Borrowing Capacity will be approximately $276,005,433.

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 2033. Interest is payable every six months beginning April 1, 2024.

The Notes 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 Notes as "bank qualified" obligations.

Rating:

The City's most recent bond issues were rated by Moody's Investors Service. The current rating on those bonds is "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 in the event that the bond rating of the insurer is higher than that of the City.

Basis for Recommendation:

Based on your objectives, financial situation and need, risk tolerance, liquidity needs, experience with the issuance of Notes and long-term financial capacity, as well as the tax status considerations related to the Notes and the structure, timing and other similar matters related to the Notes, we are recommending the issuance of Notes as a suitable option. Ehlers has reviewed other reasonably feasible alternatives to the recommended issuance of municipal securities.

Method of Sale/Placement:

We are recommending the Notes be issued as municipal securities and offered through a competitive underwriting process. You will solicit competitive bids, which we will compile on your behalf, for the purchase of the Notes from underwriters and banks.

An allowance for discount bidding will be incorporated 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 in excess of 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.

Parameters:

The Common Council will consider adoption of a Parameters Resolution on June 27, 2023, which delegates authority to the Finance Director/Comptroller to accept and approve a bid for the Notes so long as the bid meets certain parameters. These parameters are:

* Issue size not to exceed $4,475,000

* Maximum Bid of: 107%

* Minimum Bid of 99%

* Maximum True Interest Cost (TIC) of 5.00%

* Maturity Schedule Adjustments not to exceed $300,000 per maturity

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. In the event that 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.

An Ehlers arbitrage expert will contact the City within 30 days after the sale date to review the City's specific responsibilities for the Notes. The City is currently receiving arbitrage services from Ehlers in relation to the Notes.

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:	June 27, 2023
Due Diligence Call to review Official Statement:	Week of July 24, 2023
Conference with Rating Agency:	Week of July 24, 2023
Distribute Official Statement:	Week of July 31, 2023
Designated Officials Award Sale of the Notes:	August 9, 2023
Estimated Closing Date:	August 30, 2023

Attachments

Capital Improvement Plan & Funding Uses

Estimated Sources and Uses of Funds

Estimated Debt Service Schedule by Purpose

Financing Plan Tax Impact

General Obligation Debt Capacity Analysis

Bond Buyer Index – 10-year

EHLERS' CONTACTS

Todd Taves, Senior Municipal Advisor	(262) 796-6173
Harry Allen, Associate Municipal Advisor	(262) 796-6182
Peter Curtin, Senior Public Finance Analyst	(262) 796-6187
Kathy Myers, Senior Financial Analyst	(262) 796-6177

Table 1
Capital Improvement Plan & Funding Uses
City of Green Bay, WI

Projects	Purpose/Dept.	Repayment	Plan Issue	Funding	2023	Totals
City Hall - Roof Replacement	City Hall	Levy - 10-year	2023 G.O. Notes	G.O. Debt	250,000	*250,000*
City Hall - Standpipe System	City Hall	Levy - 10-year	2023 G.O. Notes	G.O. Debt	65,000	*65,000*
City Hall - Storm/Clearwater System	City Hall	Levy - 10-year	2023 G.O. Notes	G.O. Debt	40,000	*40,000*
Squads	Police	Levy - 3-year	2023 G.O. Notes	G.O. Debt	787,500	*787,500*
POLICE DEPT - POLICE STATION REPAIRS	Police	Levy - 10-year	2023 G.O. Notes	G.O. Debt	600,500	*600,500*
POLICE DEPT - POLICE STATION REPAIRS	Police	Levy - 10-year	2023 G.O. Notes	G.O. Debt	42,500	*42,500*
Beaumont - Shelter Roof Replacement	Parks	Levy	2023 G.O. Bonds	G.O. Debt	10,000	*10,000*
Beaumont Park - 1/2 Playground Replacement	Parks	Levy	2023 G.O. Bonds	G.O. Debt	75,000	*75,000*
Beaver Dam Culvert Engineering	Parks	Levy	2023 G.O. Bonds	G.O. Debt	50,000	*50,000*
Colburn - North Playground Replacement	Parks	Levy	2023 G.O. Bonds	G.O. Debt	150,000	*150,000*
Dog Park - Various Locations	Parks	Levy	2023 G.O. Bonds	G.O. Debt	50,000	*50,000*
Joanne's - Skate Park Improvements Engineering	Parks	Levy	2023 G.O. Bonds	G.O. Debt	25,000	*25,000*
Joanne's Pool Maintenance Building Roof Replacement	Parks	Levy	2023 G.O. Bonds	G.O. Debt	45,000	*45,000*
Joanne's/East High - Parking Lot Replacement	Parks	Levy	2023 G.O. Bonds	G.O. Debt	350,000	*350,000*
Kennedy - Shelter Roof Replacement	Parks	Levy	2023 G.O. Bonds	G.O. Debt	10,000	*10,000*
Olde Preble - Stormwater Eng	Parks	Levy	2023 G.O. Bonds	G.O. Debt	25,000	*25,000*
Perkins - Ballfield Lighting & Hockey Renovation	Parks	Levy	2023 G.O. Bonds	G.O. Debt	450,000	*450,000*
Perkins - Landscaping/Disc Golf Improvements	Parks	Levy	2023 G.O. Bonds	G.O. Debt	50,000	*50,000*
Perkins - Shelter Roof Replacements	Parks	Levy	2023 G.O. Bonds	G.O. Debt	15,000	*15,000*
Resch Aquatic Center - Air conditioning throughout Bldg.	Parks	Levy	2023 G.O. Bonds	G.O. Debt	20,000	*20,000*
16' GANGMOWER w/cab - Unit 104	Parks	Levy - 10-year	2023 G.O. Notes	G.O. Debt	136,400	*136,400*
Bobcat Loader - unit 219	Parks	Levy - 10-year	2023 G.O. Notes	G.O. Debt	67,000	*67,000*
BOBCAT TRAILER - Unit 194	Parks	Levy - 10-year	2023 G.O. Notes	G.O. Debt	10,500	*10,500*
Towable Stump grinder - 118	Parks	Levy - 10-year	2023 G.O. Notes	G.O. Debt	88,500	*88,500*
3/4 ton 4X4 pick-up w/plow-Unit 27	Parks	Levy - 10-year	2023 G.O. Notes	G.O. Debt	52,500	*52,500*
33,000 GVW Truck w/chipper-Unit 50	Parks	Levy - 10-year	2023 G.O. Notes	G.O. Debt	175,000	*175,000*
4X2 Flatbed truck w/hoist-Unit 22	Parks	Levy - 10-year	2023 G.O. Notes	G.O. Debt	135,400	*135,400*
Lot/Apron Shop	Fire	Levy - 10-year	2023 G.O. Notes	G.O. Debt	18,750	*18,750*
Solar Array ST 4	Fire	Levy - 10-year	2023 G.O. Notes	G.O. Debt	27,300	*27,300*
Station Alerting System	Fire	Levy - 10-year	2023 G.O. Notes	G.O. Debt	540,500	*540,500*
Emergency siren site #6 & #10	Fire	Levy - 10-year	2023 G.O. Notes	G.O. Debt	54,897	*54,897*
Staff Vehicle TR408, TR410, TR412	Fire	Levy - 10-year	2023 G.O. Notes	G.O. Debt	149,100	*149,100*
Refuse truck, automated	DPW	Levy - 8-year	2023 G.O. Notes	G.O. Debt	354,000	*354,000*
Refuse truck, automated	DPW	Levy - 8-year	2023 G.O. Notes	G.O. Debt	354,000	*354,000*
Sidewalk tractor	DPW	Levy - 10-year	2023 G.O. Notes	G.O. Debt	97,000	*97,000*
Sidewalk tractor with attachments	DPW	Levy - 10-year	2023 G.O. Notes	G.O. Debt	93,000	*93,000*
TANDEM AXLE DUMP/WING/PLOW	DPW	Levy - 10-year	2023 G.O. Notes	G.O. Debt	279,000	*279,000*
Various Pavement Projects	DPW	Levy	2023 G.O. Bonds	G.O. Debt	8,185,000	*8,185,000*
DPW Garage & Fuel System Repairs	DPW	Levy	2023 G.O. Bonds	G.O. Debt	1,485,000	*1,485,000*
Parking ramp repairs	Parking	Parking	2023 G.O. Bonds	G.O. Debt	520,000	*520,000*
Various Stormwater Projects	Storm	Storm	2023 G.O. Bonds	G.O. Debt	1,200,000	*1,200,000*
TID 22 - Streets	Streets	TID 22	2023 G.O. Bonds	G.O. Debt	2,645,000	*2,645,000*
TID 22 - Sanitary Sewer	Sanitary Sewer	TID 22	2023 G.O. Bonds	G.O. Debt	355,000	*355,000*
Actual CIP Costs					**20,133,347**	**20,133,347**
Percent Inflation					**0%**	
Inflated Project Costs					**20,133,347**	**20,133,347**

Sources of Funding		
G.O. Debt	20,133,347	*20,133,347*
Total	**20,133,347**	**20,133,347**

Debt Obligations		
2023 G.O. Bonds	15,715,000	*15,715,000*
2023 G.O. Notes	4,418,347	*4,418,347*
Total	**20,133,347**	**20,133,347**

Debt Obligations by Purpose		
2023 G.O. Bonds - Levy	10,995,000	*10,995,000*
2023 G.O. Bonds - Parking	520,000	*520,000*
2023 G.O. Bonds - Storm	1,200,000	*1,200,000*
2023 G.O. Bonds - TID 22	3,000,000	*3,000,000*
2023 G.O. Notes - Levy - 10-year	2,922,847	*2,922,847*
2023 G.O. Notes - Levy - 8-year	708,000	*708,000*
2023 G.O. Notes - Levy - 3-year	787,500	*787,500*
Total	**20,133,347**	**20,133,347**

Notes:

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Table 2
Capital Improvements Financing Plan
City of Green Bay, WI

		2023			
		G.O. Notes	Levy - 10-year Portion	Levy - 8-year Portion	Levy - 3-year Portion
CIP Projects[1]					
City Hall		355,000	355,000		
DPW		1,177,000	469,000	708,000	
Fire		790,547	790,547		
Parks		665,300	665,300		
Police		1,430,500	643,000		787,500
Subtotal Project Costs		**4,418,347**	**2,922,847**	**708,000**	**787,500**
CIP Projects[1]		**4,418,347**	**2,922,847**	**708,000**	**787,500**
Estimated Issuance Expenses		**74,198**	**49,078**	**11,855**	**13,264**
Municipal Advisor (Ehlers)		15,000	9,922	2,397	2,682
Bond Counsel		8,000	5,292	1,278	1,430
Rating Fee		5,598	3,703	894	1,001
Maximum Underwriter's Discount	10.00	44,750	29,600	7,150	8,000
Paying Agent		850	562	136	152
Subtotal Issuance Expenses		74,198	49,078	11,855	13,264
TOTAL TO BE FINANCED		**4,492,545**	**2,971,925**	**719,855**	**800,764**
Estimated Interest Earnings[2]	4.80%	(17,673)	(11,691)	(2,832)	(3,150)
Assumed spend down (months)	1				
Rounding		129	(234)	(2,023)	2,386
NET BOND SIZE		**4,475,000**	**2,960,000**	**715,000**	**800,000**

Notes:

1) Project Total Estimates as provided by City officials.

2) Based on the April 2023 WI LGIP anualized earnings rate.

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Table 3
Allocation of Debt Service - 2023 G.O. Notes

City of Green Bay, WI

Year Ending	Levy - 10-year Portion				Levy - 8-year Portion			Levy - 3-year Portion		
	Principal	Est. Rate	Interest	Total	Principal	Interest	Total	Principal	Interest	Total
2023				0			0			0
2024	240,000	4.40%	118,334	358,334	75,000	28,433	103,433	255,000	30,533	285,533
2025	260,000	4.15%	97,858	357,858	80,000	22,738	102,738	265,000	16,559	281,559
2026	270,000	3.95%	87,131	357,131	85,000	19,399	104,399	280,000	5,530	285,530
2027	280,000	3.80%	76,478	356,478	90,000	16,010	106,010			
2028	290,000	3.75%	65,721	355,721	90,000	12,613	102,613			
2029	300,000	3.70%	54,733	354,733	95,000	9,168	104,168			
2030	310,000	3.70%	43,448	353,448	100,000	5,560	105,560			
2031	325,000	3.71%	31,684	356,684	100,000	1,855	101,855			
2032	335,000	3.73%	19,408	354,408						
2033	350,000	3.76%	6,580	356,580						
Total	2,960,000		601,374	3,561,374	715,000	115,774	830,774	800,000	52,622	852,622

Year Ending	Totals		
	Principal (4/1)	Interest	Total
2023	0	0	0
2024	570,000	177,299	747,299
2025	605,000	137,154	742,154
2026	635,000	112,059	747,059
2027	370,000	92,488	462,488
2028	380,000	78,333	458,333
2029	395,000	63,901	458,901
2030	410,000	49,008	459,008
2031	425,000	33,539	458,539
2032	335,000	19,408	354,408
2033	350,000	6,580	356,580
Total	4,475,000	769,769	5,244,769

Notes:

1) Estimated Rate assumes May 15 Aa2 sale plus 0.90%.

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Table 4
Financing Plan Tax Impact
City of Green Bay, WI

Year Ending	Existing Debt: Net Debt Service Levy	Existing Debt: Change From Prior Year Levy	Existing Debt: Equalized Value (TID OUT)[1]	Existing Debt: Tax Rate Per $1,000	Existing Debt: Annual Taxes $150,000 Home	Proposed Debt: 2023 G.O. Bonds 15,910,000 Dated: 8/30/2023 Total Principal and Interest	Proposed Debt: 2023 G.O. Notes 4,475,000 Dated: 8/30/2023 Total Principal and Interest	Proposed Debt: Abatements: Less: Parking	Proposed Debt: Abatements: Less: Stormwater	Proposed Debt: Abatements: Less: TID 22	Debt Service Levy: Total Net Debt Service Levy	Debt Service Levy: Levy Change from Prior Year	Taxes: Total Tax Rate for Debt Service	Taxes: Annual Taxes $150,000 Home	Taxes: Annual Taxes Difference From Existing	Year Ending
2023	10,019,966		8,623,957,900	$1.16	$174.28						10,019,966		$1.16	$174	$0	2023
2024	11,036,787	1,016,821	8,916,310,668	$1.24	$185.67	1,186,168	747,299	(38,497)	(89,319)	(225,917)	12,616,521	2,596,555	$1.41	$212	$27	2024
2025	11,011,924	(24,863)	9,293,518,215	$1.18	$177.74	1,191,885	742,154	(40,863)	(93,248)	(225,825)	12,586,027	(30,493)	$1.35	$203	$25	2025
2026	10,771,003	(240,921)	9,636,919,024	$1.12	$167.65	1,193,711	747,059	(40,053)	(91,425)	(231,375)	12,348,920	(237,108)	$1.28	$192	$25	2026
2027	10,025,016	(745,987)	9,963,611,244	$1.01	$150.92	1,185,758	462,488	(39,278)	(89,682)	(226,919)	11,317,383	(1,031,537)	$1.14	$170	$19	2027
2028	8,927,063	(1,097,953)	10,382,259,553	$0.86	$128.98	1,192,545	458,333	(38,523)	(92,889)	(227,484)	10,219,045	(1,098,338)	$0.98	$148	$19	2028
2029	7,600,618	(1,326,444)	10,734,218,869	$0.71	$106.21	1,188,708	458,901	(37,778)	(91,027)	(227,922)	8,891,500	(1,327,544)	$0.83	$124	$18	2029
2030	6,251,145	(1,349,473)	11,098,109,629	$0.56	$84.49	1,184,288	459,008	(37,038)	(89,177)	(228,204)	7,540,022	(1,351,478)	$0.68	$102	$17	2030
2031	5,335,652	(915,493)	11,474,336,312	$0.47	$69.75	1,193,815	458,539	(41,204)	(92,231)	(228,295)	6,626,276	(913,746)	$0.58	$87	$17	2031
2032	4,912,260	(423,392)	11,863,317,105	$0.41	$62.11	1,187,216	354,408	(40,274)	(90,185)	(223,273)	6,100,151	(526,124)	$0.51	$77	$15	2032
2033	4,542,874	(369,386)	12,265,484,373	$0.37	$55.56	1,189,501	356,580	(39,338)	(93,032)	(223,123)	5,733,462	(366,690)	$0.47	$70	$15	2033
2034	4,526,923	(15,951)	12,681,285,140	$0.36	$53.55	1,190,549	0	(38,398)	(90,776)	(227,671)	5,360,627	(372,835)	$0.42	$63	$10	2034
2035	4,541,289	14,367	13,111,181,582	$0.35	$51.96	1,184,996		(37,441)	(88,478)	(226,829)	5,373,538	12,912	$0.41	$61	$10	2035
2036	3,975,806	(565,483)	13,555,651,542	$0.29	$43.99	1,191,351		(41,323)	(90,943)	(230,341)	4,804,550	(568,988)	$0.35	$53	$9	2036
2037	3,224,577	(751,229)	14,015,189,065	$0.23	$34.51	1,189,252		(40,041)	(88,164)	(228,179)	4,057,446	(747,104)	$0.29	$43	$9	2037
2038	2,558,300	(666,277)	14,490,304,942	$0.18	$26.48	1,189,422		(38,721)	(90,193)	(225,587)	3,393,222	(664,225)	$0.23	$35	$9	2038
2039	1,775,213	(783,088)	14,981,527,280	$0.12	$17.77	1,187,128		(37,378)	(91,948)	(227,531)	2,605,484	(787,738)	$0.17	$26	$8	2039
2040	1,368,719	(406,494)	15,489,402,088	$0.09	$13.25	1,187,539		(40,910)	(88,561)	(228,952)	2,197,835	(407,650)	$0.14	$21	$8	2040
2041	856,300	(512,419)	16,014,493,888	$0.05	$8.02	1,190,283		(39,313)	(90,023)	(229,820)	1,687,428	(510,407)	$0.11	$16	$8	2041
2042	605,600	(250,700)	16,557,386,336	$0.04	$5.49	1,185,211		(37,694)	(91,206)	(225,223)	1,436,689	(250,739)	$0.09	$13	$8	2042
2043	0	(605,600)	17,118,682,876	$0.00	$0.00	1,187,260		(40,940)	(92,115)	(225,170)	829,035	(607,654)	$0.05	$7	$7	2043
2044	0	0	17,699,007,407	$0.00	$0.00	0		0	0	0	0	(829,035)	$0.00	$0	$0	2044
Total	113,867,034					23,776,581	5,244,769	(785,004)	(1,814,618)	(4,543,638)					$282	Total

Notes:
1) Projected TID OUT EV based on 5-year average at 3.39% annual inflation. Accounts for the closure of TID 12 for budget year 2025, TID 4 for budget year 2026, and TID 5 for budget year 2028

EHLERS PUBLIC FINANCE ADVISORS

Table 5
General Obligation Debt Capacity Analysis - Impact of Financing Plan
City of Green Bay, WI

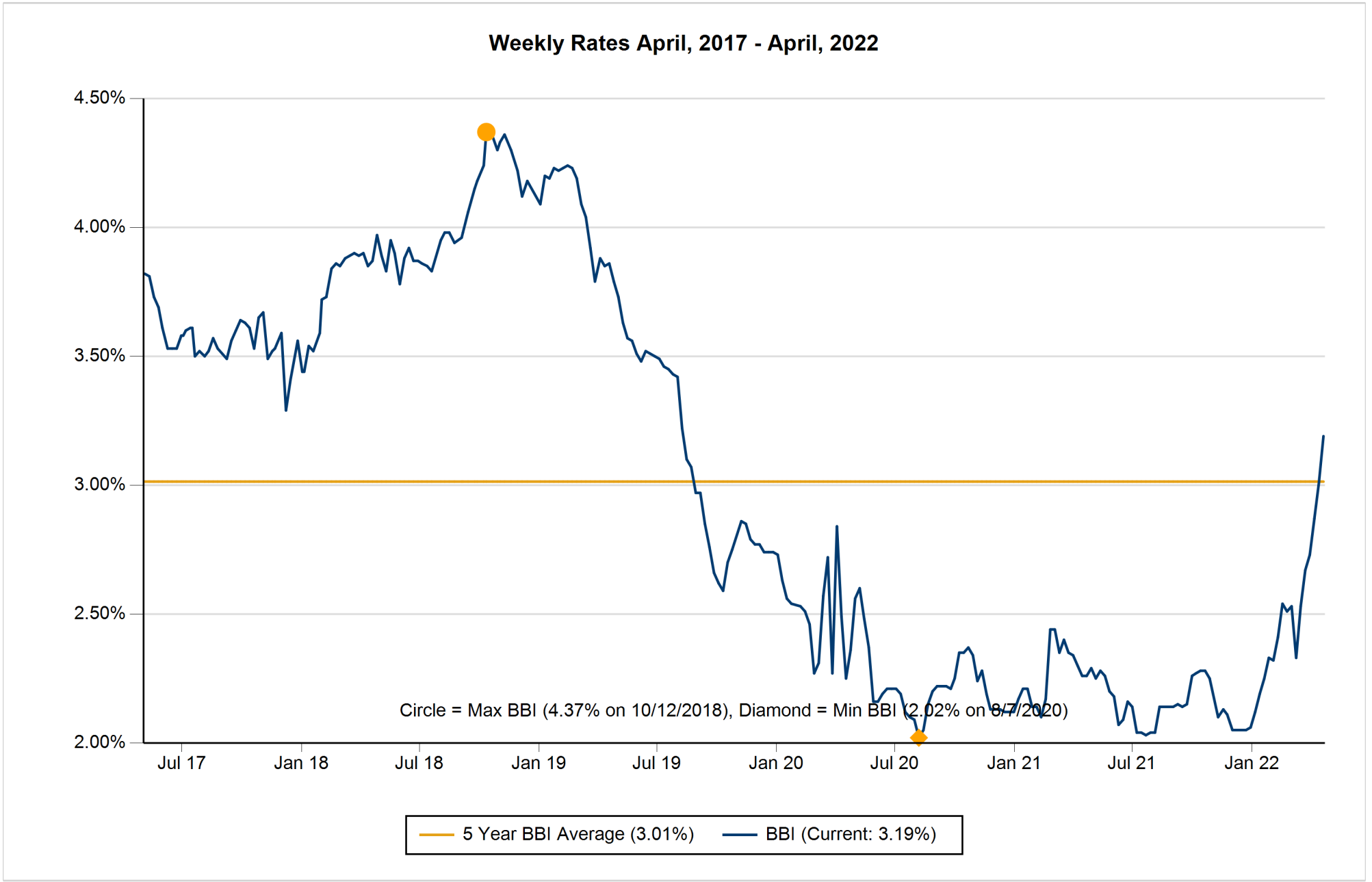
Existing Debt					Proposed Debt					
Year Ending	Projected Equalized Value (TID IN)[1]	Debt Limit	Existing Principal Outstanding	% of Limit	2023 G.O. Bonds	2023 G.O. Notes	Combined Principal Existing & Proposed	% of Limit	Residual Capacity	Year Ending
2022	9,135,224,100	456,761,205	175,579,000	**38%**			$175,579,000	**38%**	$281,182,205	2022
2023	9,445,113,307	472,255,665	160,370,772	**34%**	15,910,000	4,475,000	$180,755,772	**38%**	$291,499,894	2023
2024	9,765,514,716	488,275,736	144,764,902	**30%**	15,435,000	3,905,000	$164,104,902	**34%**	$324,170,834	2024
2025	10,096,784,927	504,839,246	129,137,321	**26%**	14,875,000	3,300,000	$147,312,321	**29%**	$357,526,926	2025
2026	10,439,292,636	521,964,632	113,940,000	**22%**	14,290,000	2,665,000	$130,895,000	**25%**	$391,069,632	2026
2027	10,793,419,047	539,670,952	100,165,000	**19%**	13,690,000	2,295,000	$116,150,000	**22%**	$423,520,952	2027
2028	11,159,558,293	557,977,915	87,355,000	**16%**	13,060,000	1,915,000	$102,330,000	**18%**	$455,647,915	2028
2029	11,538,117,881	576,905,894	76,335,000	**13%**	12,410,000	1,520,000	$90,265,000	**16%**	$486,640,894	2029
2030	11,929,519,139	596,475,957	66,610,000	**11%**	11,740,000	1,110,000	$79,460,000	**13%**	$517,015,957	2030
2031	12,334,197,688	616,709,884	58,485,000	**9%**	11,035,000	685,000	$70,205,000	**11%**	$546,504,884	2031
2032	12,752,603,925	637,630,196	50,530,000	**8%**	10,310,000	350,000	$61,190,000	**10%**	$576,440,196	2032
2033	13,185,203,528	659,260,176	42,880,000	**7%**	9,555,000	0	$52,435,000	**8%**	$606,825,176	2033
2034	13,632,477,971	681,623,899	35,005,000	**5%**	8,770,000		$43,775,000	**6%**	$637,848,899	2034
2035	14,094,925,060	704,746,253	27,035,000	**4%**	7,960,000		$34,995,000	**5%**	$669,751,253	2035
2036	14,573,059,488	728,652,974	20,170,000	**3%**	7,110,000		$27,280,000	**4%**	$701,372,974	2036
2037	15,067,413,409	753,370,670	14,080,000	**2%**	6,225,000		$20,305,000	**3%**	$733,065,670	2037
2038	15,578,537,027	778,926,851	9,015,000	**1%**	5,300,000		$14,315,000	**2%**	$764,611,851	2038
2039	16,106,999,212	805,349,961	5,215,000	**1%**	4,335,000		$9,550,000	**1%**	$795,799,961	2039
2040	16,653,388,131	832,669,407	2,475,000	**0%**	3,325,000		$5,800,000	**1%**	$826,869,407	2040
2041	17,218,311,902	860,915,595	995,000	**0%**	2,265,000		$3,260,000	**0%**	$857,655,595	2041
2042	17,802,399,272	890,119,964	0	**0%**	1,160,000		$1,160,000	**0%**	$888,959,964	2042
2043	18,406,300,319	920,315,016		**0%**	0		$0	**0%**	$920,315,016	2043

Notes:

1) Projected TID IN EV based on 5-year average at 3.39% annual inflation.

EHLERS PUBLIC FINANCE ADVISORS

5 YEAR TREND IN MUNICIPAL BOND INDICES



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

EHLERS
PUBLIC FINANCE ADVISORS

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
June 27, 2023	Diana Ellenbecker, Finance Director

AGENDA ITEM # Q.2

To approve the initial resolution authorizing the issuance of not to exceed $10,965,000 General Obligation Bonds for Street Improvements.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. 1 Resolution on Green Bay 2023A G.O $11M

COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN

June 27, 2023 **Resolution No. ___**

An Initial Resolution Authorizing the Issuance of Not to Exceed $10,965,000 General Obligation Bonds for Street Improvements

---

BE IT RESOLVED, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Wisconsin (the "**City**"), shall issue its negotiable, general obligation bonds in a principal amount not to exceed $10,965,000 for street improvements, including, but not limited to, construction of and improvements to streets; *provided, however,* that said bonds shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

BE IT FURTHER RESOLVED, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

****

Adopted: June 27, 2023

Approved: June ___, 2023

_____
Mayor

_____
Clerk

CERTIFICATIONS BY CLERK

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

An Initial Resolution Authorizing the Issuance of Not to Exceed $10,965,000 General Obligation Bonds for Street Improvements

I do hereby further certify as follows:

1. Meeting Date. On June 27, 2023 a meeting of the Governing Body was held commencing at _____ p.m.

2. Posting. On June ___, 2023 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the City's offices in Green Bay, Wisconsin a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.

3. Notification of Media. On June ___, 2023 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the City.

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

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

6. Consideration of and Roll Call Vote on Resolution. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body which 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 June ___, 2023, and I have recorded this approval. This approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution attached to this certificate.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City hereto on June ___, 2023.

_____
Clerk

[SEAL]

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
June 27, 2023	Diana Ellenbecker, Finance Director

AGENDA ITEM # Q.3

To approve the initial resolution authorizing the issuance of not to exceed $1,575,000 General Obligation Bonds for Sewerage Improvements.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. 2 Resolutions on Green Bay 2023A G.O $1.6M

COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN

June 27, 2023 **Resolution No. ___**

An Initial Resolution Authorizing the Issuance of Not to Exceed $1,575,000 General Obligation Bonds for Sewerage Improvements

---

BE IT RESOLVED, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Wisconsin (the "**City**"), shall issue its negotiable, general obligation bonds in a principal amount not to exceed $1,575,000 for sewerage improvements, including, but not limited to, sanitary sewer and storm sewer improvements; *provided, however,* that said bonds shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

BE IT FURTHER RESOLVED, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

****

Adopted: June 27, 2023

Approved: June ___, 2023

_____
Mayor

_____
Clerk

CERTIFICATIONS BY CLERK

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

An Initial Resolution Authorizing the Issuance of Not to Exceed $1,575,000 General Obligation Bonds for Sewerage Improvements

I do hereby further certify as follows:

1. **Meeting Date**. On June 27, 2023 a meeting of the Governing Body was held commencing at _____ p.m.

2. **Posting**. On June ___, 2023 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the City's offices in Green Bay, Wisconsin a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.

3. **Notification of Media**. On June ___, 2023 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the City.

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

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

6. **Consideration of and Roll Call Vote on Resolution**. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body which 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 June ___, 2023, and I have recorded this approval. This approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution attached to this certificate.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City hereto on June ___, 2023.

_____
Clerk

[SEAL]

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
June 27, 2023	Diana Ellenbecker, Finance Director

AGENDA ITEM # Q.4

To approve the initial resolution authorizing the issuance of not to exceed $525,000 General Obligation Bonds for Parking Lots or Other Parking Facilities.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. 3 Resolutions on Green Bay 2023A G.O $525K

COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN

June 27, 2023 **Resolution No. ___**

An Initial Resolution Authorizing the
Issuance of Not to Exceed
$525,000 General Obligation Bonds
for Parking Lots or Other Parking Facilities

BE IT RESOLVED, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Wisconsin (the "**City**"), shall issue its negotiable, general obligation bonds in a principal amount not to exceed $525,000 for parking lots or other parking facilities; *provided, however,* that said bonds shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

BE IT FURTHER RESOLVED, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

****

Adopted: June 27, 2023

Approved: June ___, 2023

_____
Mayor

_____
Clerk

CERTIFICATIONS BY CLERK

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

An Initial Resolution Authorizing the Issuance of Not to Exceed $525,000 General Obligation Bonds for Parking Lots or Other Parking Facilities

I do hereby further certify as follows:

1. **Meeting Date**. On June 27, 2023 a meeting of the Governing Body was held commencing at _____ p.m.

2. **Posting**. On June ___, 2023 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the City's offices in Green Bay, Wisconsin a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.

3. **Notification of Media**. On June ___, 2023 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the City.

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

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

6. **Consideration of and Roll Call Vote on Resolution**. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body which 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 June ___, 2023, and I have recorded this approval. This approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution attached to this certificate.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City hereto on June ___, 2023.

_____
Clerk

[SEAL]

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
June 27, 2023	Diana Ellenbecker, Finance Director

AGENDA ITEM # Q.5

To approve the initial resolution authorizing the issuance of not to exceed $1,340,000 General Obligation Bonds for Parks and Public Grounds.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. 4 Resolutions on Green Bay 2023A G.O $1.3M

COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN

June 27, 2023 **Resolution No. ___**

An Initial Resolution Authorizing the Issuance of Not to Exceed $1,340,000 General Obligation Bonds for Parks and Public Grounds

---

BE IT RESOLVED, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Wisconsin (the "**City**"), shall issue its negotiable, general obligation bonds in a principal amount not to exceed $1,340,000 for parks and public grounds, including, but not limited to, construction of and improvements to various park facilities and buildings, replacement of playground equipment, and parking lot improvements; *provided, however,* that said bonds shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

BE IT FURTHER RESOLVED, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

****

Adopted: June 27, 2023

Approved: June ___, 2023

_____
Mayor

_____
Clerk

CERTIFICATIONS BY CLERK

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

An Initial Resolution Authorizing the Issuance of Not to Exceed $1,340,000 General Obligation Bonds for Parks and Public Grounds

I do hereby further certify as follows:

1. **Meeting Date**. On June 27, 2023 a meeting of the Governing Body was held commencing at _____ p.m.

2. **Posting**. On June ___, 2023 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the City's offices in Green Bay, Wisconsin a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.

3. **Notification of Media**. On June ___, 2023 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the City.

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

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

6. **Consideration of and Roll Call Vote on Resolution**. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body which 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 June ___, 2023, and I have recorded this approval. This approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution attached to this certificate.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City hereto on June ___, 2023.

_____
Clerk

[SEAL]

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
June 27, 2023	Diana Ellenbecker, Finance Director

AGENDA ITEM # Q.6

To approve the initial resolution authorizing the issuance of not to exceed $1,505,000 General Obligation Bonds for Buildings for the Housing of Machinery and Equipment.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. 5 Resolutions on Green Bay 2023A G.O. $1.5M

COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN

June 27, 2023 **Resolution No. ___**

An Initial Resolution Authorizing the
Issuance of Not to Exceed
$1,505,000 General Obligation Bonds
for Buildings for the Housing of Machinery and Equipment

BE IT RESOLVED, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Wisconsin (the "**City**"), shall issue its negotiable, general obligation bonds in a principal amount not to exceed $1,505,000 for buildings for the housing of machinery and equipment, including, but not limited to, garage and fuel system repairs for the Department of Public Works; *provided, however,* that said bonds shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

BE IT FURTHER RESOLVED, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

****

Adopted: June 27, 2023

Approved: June ___, 2023

_____
Mayor

_____
Clerk

CERTIFICATIONS BY CLERK

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

An Initial Resolution Authorizing the Issuance of Not to Exceed $1,505,000 General Obligation Bonds for Buildings for the Housing of Machinery and Equipment

I do hereby further certify as follows:

1. Meeting Date. On June 27, 2023 a meeting of the Governing Body was held commencing at _____ p.m.

2. Posting. On June ___, 2023 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the City's offices in Green Bay, Wisconsin a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.

3. Notification of Media. On June ___, 2023 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the City.

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

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

6. Consideration of and Roll Call Vote on Resolution. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body which 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 June ___, 2023, and I have recorded this approval. This approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution attached to this certificate.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City hereto on June ___, 2023.

_____

Clerk

[SEAL]

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
June 27, 2023	Diana Ellenbecker, Finance Director

AGENDA ITEM # Q.7

To approve the resolution authorizing and directing the Publication of Notice of the Adoption of Initial Resolutions.

BACKGROUND

RECOMMENDATION

Approval of the Request.

FISCAL IMPACT

ATTACHMENTS

1. Green Bay 2023A G.O. Corporate Purpose Bonds - Publication Resolution

COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN

June 27, 2023 **Resolution No. ___**

A Resolution Authorizing and Directing
the Publication of Notice of the
Adoption of Initial Resolutions

BE IT RESOLVED, by this Common Council, that the City Clerk of the City of Green Bay, Wisconsin (the "**City**") is hereby authorized and directed to publish one time in the City's official newspaper (as a class 1 notice under Chapter 985 of the Wisconsin Statutes) a Notice to Electors of the City in substantially the form attached hereto as Exhibit A, with such modifications as are necessary to accurately reflect the action taken on the initial resolutions described therein (the "**Initial Resolutions**") by the Common Council at its meeting on June 27, 2023, such publication to occur no later than 15 days after the Initial Resolutions have been adopted by the Common Council.

****

Adopted: June 27, 2023

Approved: June ___, 2023

_____
Mayor

_____
Clerk

EXHIBIT A

NOTICE TO ELECTORS
OF THE CITY OF GREEN BAY, WISCONSIN
RELATING TO THE ISSUANCE OF GENERAL OBLIGATION BONDS

Notice is hereby given that on June 27, 2023, the Common Council of the City of Green Bay, Wisconsin (the "**City**") adopted multiple initial resolutions including the five initial resolutions below under and pursuant to the provisions of Chapter 67 of the Wisconsin Statutes authorizing the issuance of negotiable, general obligation bonds of the City in the following not-to-exceed principal amounts for the following purposes: (1) $10,965,000 for street improvements, including, but not limited to, construction of and improvements to streets; (2) $1,575,000 for sewerage improvements, including, but not limited to, sanitary sewer and storm sewer improvements; (3) 525,000 for parking lots and other parking facilities; (4) $1,340,000 for parks and public grounds, including but not limited to construction of and improvements to various park facilities and buildings, replacement of playground equipment, and parking lot improvements; and (5) $1,505,000 for buildings for the housing of machinery and equipment, including, but not limited to, garage and fuel system repairs for the Department of Public Works.

If within 30 days after the adoption of the foregoing resolutions there is filed in the office of the City Clerk a petition for referendum on one or more of said resolutions conforming to the requirements of Section 8.40 of the Wisconsin Statutes, signed by electors numbering at least 10% of the number of votes cast in the City for governor at the last general election, then the resolution or resolutions for which such a petition is filed shall not be effective unless adopted by a majority of the City's electors voting at such referendum. If no such petition is so filed with respect to one or more of the foregoing resolutions, then the resolution or resolutions for which no such petition is filed shall be effective without a referendum.

Publication Date: _____, 2023

/s/ Celestine Jeffreys
City Clerk

CERTIFICATIONS BY CLERK

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

A Resolution Authorizing and Directing the Publication of Notice of the Adoption of Initial Resolutions

I do hereby further certify as follows:

1. **Meeting Date**. On June 27, 2023, a meeting of the Governing Body was held commencing at _____ p.m.

2. **Posting**. On June ___, 2023 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the City's offices in Green Bay, Wisconsin a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.

3. **Notification of Media**. On June ___, 2023 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the City.

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

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

6. **Consideration of and Roll Call Vote on Resolution**. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body which 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 June ____, 2023, and I have recorded this approval. This approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution attached to this certificate.

9. **Publication of Notice to Electors.** I have caused the Notice to Electors attached as Exhibit A to the Resolution to be published in the form, manner, and place specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City hereto on June ___, 2023.

_____
Clerk

[SEAL]

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
June 27, 2023	Diana Ellenbecker, Finance Director

AGENDA ITEM # Q.8

To approve the resolution authorizing and providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed $15,910,000 General Obligation Corporate Purpose Bonds, Series 2023A, and All Related Details.

BACKGROUND

RECOMMENDATION

Approval of the Request.

FISCAL IMPACT

ATTACHMENTS

1. 7 Resolution 2023A G.O Parameters Resoltuion

COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN

June 27, 2023 **Resolution No. ___**

A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed $15,910,000 General Obligation Corporate Purpose Bonds, Series 2023A, and All Related Details

RECITALS

The Common Council (the "**Governing Body**") of the City of Green Bay, Wisconsin (the "**Issuer**") makes the following findings and determinations:

1. The Issuer needs funds for the following purposes (collectively, the "**Project**"):

Maximum Amount Authorized	Purpose
$10,965,000	street improvements, including, but not limited to, construction of and improvements to streets;
1,575,000	sewerage improvements, including, but not limited to, sanitary sewer and storm sewer improvements;
525,000	parking lots and other parking facilities;
1,340,000	parks and public grounds, including, but not limited to, , construction of and improvements to various park facilities and buildings, replacement of playground equipment, and parking lot improvements; and
1,505,000	buildings for the housing of machinery and equipment, including, but not limited to garage and fuel system repairs for the Department of Public Works.

2. On June 27, 2023, prior to the adoption of this resolution, the Governing Body adopted resolutions including five initial resolutions authorizing the issuance of general

obligation bonds of the Issuer in the maximum principal amounts and for the purposes described above (the "**Initial Resolutions**").

3. On June 27, 2023, after the adoption of the Initial Resolutions but prior to the adoption of this resolution, 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. The Governing Body deems it in the best interests of the Issuer that the purposes of the Project shall be undertaken and combined into a single bond issue designated as "Corporate Purpose Bonds".

5. The Governing Body deems it in the best interests of the Issuer to sell the City of Green Bay, Wisconsin General Obligation Corporate Purpose Bonds, Series 2023A (the "**Obligations**") to a purchaser to be determined by competitive bid.

6. The Clerk of the Issuer shall cause notice of the adoption of the Initial Resolutions to be given by publication in the Issuer's official newspaper within 15 days after the adoption of the Initial Resolutions in the manner and form directed by the Publication Resolution.

7. The Obligations may be issued only if no sufficient petition for referendum on the question of the adoption or effectiveness of the Initial Resolutions or the issuance of the Obligations has been filed with the Clerk of the Issuer within 30 days after the date on which the Initial Resolutions were adopted.

8. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.

9. 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.

"**Assistant Finance Director**" means the Issuer's Assistant Finance Director/Treasurer.

"**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.

"**Finance Director**" means the Issuer's Finance Director/Comptroller.

"**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 Section 15 of this resolution.

"**Obligations**" means the not to exceed $15,910,000 City of Green Bay, Wisconsin General Obligation Corporate Purpose Bonds, Series 2023A, which will be issued pursuant to this resolution.

"**Original Issue Date**" means August 30, 2023.

"**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 of this resolution.

"**Purchase Price**" has the meaning set forth in Section 5 of this resolution.

"**Purchaser**" means the qualified bidder whose bid results in the lowest true interest cost as determined by the Finance Director, or in her absence, by the Assistant Finance Director, consistent with the parameters set forth in Section 5 hereof and in the Notice of Sale.

"**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. 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; *provided* that the Obligations will be issued only if no sufficient petition for referendum on the question of the adoption or effectiveness of the Initial Resolution or of the issuance of the Obligations has been filed with the Issuer's Clerk within 30 days after the date on which the Initial Resolutions were adopted. The Obligations will be fully registered, negotiable, general obligation corporate purpose bonds of the Issuer in the principal amount of not to exceed $15,910,000. 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, fiscal agent, 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 2023A." 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 purchase price agreed to be paid to the Issuer by the Purchaser for the purchase of the Obligations pursuant to Section 15 hereof, shall not be less than 98.75% nor more than 107% of the principal amount of the Obligations (the "**Purchase Price**").

The Obligations will bear interest from the Original Issue Date at the rates set forth in the Purchaser's bid received pursuant to, and in compliance with, the terms set forth in the Notice of Sale and accepted by the Finance Director, or in her absence, by the Assistant Finance Director; *provided, however,* that (i) the true interest cost of the Obligations shall not exceed 5.50% (computed taking the Purchaser's compensation into account) and (ii) actual debt service in any year does not exceed the amount levied for the same year in Section 16 hereof. Interest will be due and payable on each April 1 and October 1, beginning on April 1, 2024, 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. The principal amounts coming due each year below, whether by maturity or by mandatory sinking fund redemption of term bonds, may be increased or decreased by up to $450,000 in each year as described in the Notice of Sale. The aggregate principal amount of the Obligations shall not exceed $15,910,000 and the table below assumes the Obligations are issued in that amount. The actual maturity schedule, within the parameters set forth herein, will be determined by the Finance Director, or in her absence, by the Assistant Finance Director, in accordance with the Notice of Sale.

Principal Maturity Date (April 1)	Principal Amount	Principal Maturity Date (April 1)	Principal Amount
2024	$475,000	2034	$ 785,000
2025	560,000	2035	810,000
2026	585,000	2036	850,000
2027	600,000	2037	885,000
2028	630,000	2038	925,000
2029	650,000	2039	965,000
2030	670,000	2040	1,010,000
2031	705,000	2041	1,060,000
2032	725,000	2042	1,105,000
2033	755,000	2043	1,160,000

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 fees 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, 2034 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, 2033 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.

If the Purchaser's bid specifies that certain maturities of the Obligations are term bonds and subject to partial mandatory sinking fund redemption, then the Obligations maturing on such dates shall be subject to partial mandatory sinking fund redemption at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on April 1 of the years (each a "**Sinking Fund Redemption Date**"), and in the respective principal amounts (subject to reduction as provided in the immediately preceding paragraph), as set forth in the Purchaser's bid, agreed to by the Finance Director, or in her absence, by the Assistant Finance Director evidenced by the execution of the Purchase Agreement.

Section 10. Manner of Payment/Transfers/Redemption 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 or other electronic money 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/Redemption *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, with such revisions as are necessary or appropriate to reflect the redemption provisions applicable to the Obligations as provided in Section 9 hereof. Omissions, insertions, or other 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 or electronic 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 or electronic 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 Obligations are hereby authorized and ordered to be sold to a purchaser to be determined by competitive bid.

The Municipal Officers, the Treasurer, and the Finance Director (in consultation with the Issuer's Financial Advisor Ehlers and Associates, Inc.), are each hereby authorized to cause a preliminary offering document for the Obligations (the "**Preliminary Official Statement**") to be prepared and distributed to any banks, underwriters, investment houses, or the like deemed to be advisable, and to enclose therewith a "**Bid Form**" and the document to be used for offering the Obligations for sale by competitive bid which shall include the bidding terms for the Obligations and the parameters set forth in Section 5 of this resolution (the "**Notice of Sale**"). The Municipal Officers, the Treasurer, and the Finance Director are each hereby authorized, on behalf of the Issuer, to approve the form of Preliminary Official Statement and to deem it final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Preliminary Official Statement upon request.

The Clerk is hereby further authorized and directed to cause notice of the sale of the Obligations to be (i) provided to *The Bond Buyer* for inclusion in its complimentary section for the publication of such notices, and (ii) posted in the same locations that the Issuer routinely uses for posting notices of its official business.

The Finance Director and the Assistant Finance Director are hereby authorized and directed to receive written bids for the sale of the Obligations on behalf of the Issuer on the date fixed in the Notice of Sale, on which date such bids shall be publicly opened and read. The Finance Director, or in her absence, the Assistant Finance Director may, in her discretion, (i) waive any informality in any bid, (ii) reject any or all bids without cause, or (iii) reject any bid which she determines to have failed to comply with the terms of the Notice of Sale or the parameters set forth in Section 5 hereof.

The Finance Director, or in her absence, the Assistant Finance Director, is hereby authorized and directed to award 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 Finance Director, or in her absence, the Assistant Finance Director, is also hereby authorized and directed (i) to approve and accept the Purchase Agreement, which may be in the form of the Purchaser's executed Bid Form, (ii) to sign the Purchase Agreement in the Issuer's name, and (iii) to take any additional actions needed to complete the sale of the Obligations, including arranging for a specific date, time, and location of closing of the sale.

The Finance Director is directed to comply with the terms of the Notice of Sale with respect to any good-faith deposit requirements.

The Municipal Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser through the facilities of DTC in accordance with the Notice of Sale, the Purchase Agreement, and this resolution. The Obligations may be delivered to the Purchaser upon payment by the Purchaser of the Purchase Price, plus any accrued interest, as required by the Notice of Sale.

Unless waived by the Purchaser, the delivery of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

(i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.

(ii) A transcript of the proceedings relating to the issuance of the Obligations.

(iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

Section 16. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of, and interest on, the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations at maturity.

This tax shall be carried from year to year into the Issuer's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by (i) the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year and (ii) any amount by which the actual debt service coming due in such year is less than the applicable levy amount set forth below. The tax for each year the levy is made will be in the following amounts:

Levy Year	Debt Service Amount Due in Following Year	Levy Year	Debt Service Amount Due in Following Year
2023	$2,254,626.39	2033	$1,906,875.00
2024	2,184,000.00	2034	1,869,500.00
2025	2,157,875.00	2035	1,845,500.00
2026	2,120,750.00	2036	1,814,625.00
2027	2,097,500.00	2037	1,786,875.00
2028	2,063,000.00	2038	1,757,125.00
2029	2,027,500.00	2039	1,730,250.00
2030	2,005,625.00	2040	1,706,000.00
2031	1,967,375.00	2041	1,674,375.00
2032	1,937,875.00	2042	1,650,250.00

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 authorizes and directs that a final offering document (the "**Official Statement**") be prepared prior to the issuance of the Obligations. The Official Statement shall be in substantially the form of the Preliminary Official Statement and shall include the final terms of the Obligations as set forth in the Purchaser's bid evidenced by the Purchase Agreement. 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: June 27, 2023

Approved: June __, 2023

_____
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 2023A

Interest Rate	Maturity Date	Original Issue Date	CUSIP
_____%	April 1, 20__	August 30, 2023	392642 ____

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, 2024, 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 $[15,910,000], all of which are of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the Issuer pursuant to the provisions of Chapter 67 of the Wisconsin Statutes, and is authorized by (1) separate initial resolutions adopted by the governing body of the Issuer on June 27, 2023, 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; parks and public grounds, including, but not limited to, construction of and improvements to various park facilities and buildings, replacement of playground equipment, and parking lot improvements; and buildings for the housing of machinery and equipment, including, but not limited to, garage and fuel system repairs for the Department of Public Works; and (2) the resolution duly adopted

by the governing body of the Issuer on June 27, 2023, entitled: "A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed $15,910,000 General Obligation Corporate Purpose Bonds, Series 2023A, 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 or other electronic money 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 and after April 1, 2034 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, 2033 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__ (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__	$,000
20__	,000
20__ (Stated Maturity)	,000

Term Bonds Maturing April 1, 20[__]

Sinking Fund Redemption Date (April 1)	Principal Amount To be Redeemed
20__	$,000
20__	,000
20__ (Stated Maturity)	,000]

[The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Bonds to be redeemed will be selected in the manner set forth below, and the Issuer will give notice of the redemption in the manner described below.]

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of $5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of any Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrepealable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the Original Issue Date.

CITY OF GREEN BAY, WISCONSIN

By:_____
Mayor

[SEAL]

And:_____
Clerk

CERTIFICATE OF AUTHENTICATION

Dated: August ___, 2023

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 June 27, 2023, pursuant to Chapter 67 of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of Green Bay, Wisconsin (the "City") authorized the borrowing of money through the issuance of bonds and authorized certain City officials to enter into a purchase agreement relating to said borrowing. On August __, 2023 the City entered into a purchase agreement with an underwriter to whom the City agreed to sell its general obligation corporate purpose bonds in the principal amount of $_____. It is anticipated that the bond closing will be held on or about August 30, 2023. 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 54301 between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

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

Publication Date: August ____, 2023

/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 Issuance and Establishing Parameters for the Sale of Not to Exceed $15,910,000 General Obligation Corporate Purpose Bonds, Series 2023A, and All Related Details

I further certify as follows:

1. **Meeting Date**. On June 27, 2023, a meeting of the Governing Body was held beginning at _____ p.m.

2. **Posting**. On June ___, 2023 (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 June ___, 2023 (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 June __, 2023, 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 will cause the Notice to Electors, in the form of Exhibit B to the Resolution, to be published as 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 June ____, 2023.

_____
Clerk

[SEAL]

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
June 27, 2023	Diana Ellenbecker, Finance Director

AGENDA ITEM # Q.9

To approve the resolution authorizing and providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed $4,475,000 General Obligation Promissory Notes, Series 2023B, and All Related Details.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Green Bay 2023B G.O. Promissory Notes - Parameters Resolution

COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN

June 27, 2023 **Resolution No. ____**

A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed $4,475,000 General Obligation Promissory Notes, Series 2023B, 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 various municipal buildings, improvements to the Issuer's alerting system and emergency sirens, and the purchase of municipal vehicles and equipment (collectively, the "**Project**").

2. The Governing Body deems it in the best interests of the Issuer to finance the Project by selling the City of Green Bay, Wisconsin General Obligation Promissory Notes, Series 2023B (the "**Obligations**") to a purchaser to be determined by competitive bid.

3. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.

4. 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.

"**Assistant Finance Director**" means the Issuer's Assistant Finance Director/Treasurer.

"**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.

"**Finance Director**" means the Issuer's Finance Director/Comptroller.

"**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.

"**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 Section 14 of this resolution.

"**Obligations**" means the not to exceed $4,475,000 City of Green Bay, Wisconsin General Obligation Promissory Notes, Series 2023B, which will be issued pursuant to this resolution.

"**Original Issue Date**" means August 30, 2023.

"**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 of this resolution.

"**Purchase Price**" has the meaning set forth in Section 4 of this resolution.

"**Purchaser**" means the qualified bidder whose bid results in the lowest true interest cost as determined by the Finance Director, or in her absence, by the Assistant Finance Director, consistent with the parameters set forth in Section 4 hereof and in the Notice of Sale.

"**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 not to exceed $4,475,000. 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, fiscal agent, 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 2023B." 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 purchase price agreed to be paid to the Issuer by the Purchaser for the purchase of the Obligations pursuant to Section 14 hereof, shall not be less than 99% nor more than 107% of the principal amount of the Obligations (the "**Purchase Price**").

The Obligations will bear interest from the Original Issue Date at the rates set forth in the Purchaser's bid received pursuant to, and in compliance with, the terms set forth in the Notice of Sale and accepted by the Finance Director, or in her absence, by the Assistant Finance Director; *provided, however,* that (i) the true interest cost of the Obligations shall not exceed 5.00% (computed taking the Purchaser's compensation into account) and (ii) actual debt service in any year does not exceed the amount levied for the same year in Section 15 hereof. Interest will be due and payable on each April 1 and October 1, beginning on April 1, 2024, 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. The principal amounts coming due each year below, whether by maturity or by mandatory sinking fund redemption of term notes, may be increased or decreased by up to $300,000 in each year as described in the Notice of Sale. The aggregate principal amount of the Obligations shall not exceed $4,475,000 and the table below assumes the Obligations are issued in that amount. The actual maturity schedule, within the parameters set forth herein, will be determined by the Finance Director, or in her absence, by the Assistant Finance Director in accordance with the Notice of Sale.

Principal Maturity Date (April 1)	Principal Amount
2024	$570,000
2025	605,000
2026	635,000
2027	370,000
2028	380,000
2029	395,000
2030	410,000
2031	425,000
2032	335,000
2033	350,000

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 fees 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, 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 9 and 10 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.

If the Purchaser's bid specifies that certain maturities of the Obligations are term notes and subject to partial mandatory sinking fund redemption, then the Obligations maturing on such dates shall be subject to partial mandatory sinking fund redemption at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on April 1 of the years (each a "**Sinking Fund Redemption Date**"), and in the respective principal amounts (subject to reduction as provided in the immediately preceding paragraph), as set forth in the Purchaser's bid, agreed to by the Finance Director, or in her absence, by the Assistant Finance Director evidenced by the execution of the Purchase Agreement.

Section 9. Manner of Payment/Transfers/Redemption/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 or other electronic money 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/Redemption/*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 11. Form of Obligations.

The Obligations shall be in substantially the form shown in Exhibit A, with such revisions as are necessary or appropriate to reflect the redemption provisions applicable to the Obligations as provided in Section 8 hereof. Omissions, insertions, or other 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 or electronic 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 or electronic 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 Obligations are hereby authorized and ordered to be sold to a purchaser to be determined by competitive bid.

The Municipal Officers, the Treasurer, and the Finance Director (in consultation with the Issuer's Financial Advisor Ehlers and Associates, Inc.), are each hereby authorized to cause a preliminary offering document for the Obligations (the "**Preliminary Official Statement**") to be prepared and distributed to any banks, underwriters, investment houses, or the like deemed to be advisable, and to enclose therewith a "**Bid Form**" and the document to be used for offering the Obligations for sale by competitive bid which shall include the bidding terms for the Obligations and the parameters set forth in Section 5 of this resolution (the "**Notice of Sale**"). The Municipal Officers, the Treasurer, and the Finance Director are each hereby authorized, on behalf of the Issuer, to approve the form of Preliminary Official Statement and to deem it final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Preliminary Official Statement upon request.

The Clerk is hereby further authorized and directed to cause notice of the sale of the Obligations to be (i) provided to *The Bond Buyer* for inclusion in its complimentary section for the publication of such notices, and (ii) posted in the same locations that the Issuer routinely uses for posting notices of its official business.

The Finance Director and the Assistant Finance Director are hereby authorized and directed to receive written bids for the sale of the Obligations on behalf of the Issuer on the date fixed in the Notice of Sale, on which date such bids shall be publicly opened and read. The Finance Director, or in her absence, the Assistant Finance Director may, in her discretion, (i) waive any informality in any bid, (ii) reject any or all bids without cause, or (iii) reject any bid which she determines to have failed to comply with the terms of the Notice of Sale or the parameters set forth in Section 5 hereof.

The Finance Director, or in her absence, the Assistant Finance Director is hereby authorized and directed to award 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 Finance Director, or in her absence, the Assistant Finance Director is also hereby authorized and directed (i) to approve and accept the Purchase Agreement, which may be in the form of the Purchaser's executed Bid Form, (ii) to sign the Purchase Agreement in the Issuer's name, and (iii) to take any additional actions needed to complete the sale of the Obligations, including arranging for a specific date, time, and location of closing of the sale.

The Finance Director 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 (i) the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year and (ii) any amount by which the actual debt service coming due in such year is less than the applicable levy amount set forth below. The tax for each year the levy is made will be in the following amounts:

Levy Year	Debt Service Amount Due in Following Year	Levy Year	Debt Service Amount Due in Following Year
2023	$1,254,184.02	2028	$848,375.00
2024	1,212,625.00	2029	828,250.00
2025	1,196,625.00	2030	807,375.00
2026	891,500.00	2031	683,375.00
2027	867,750.00	2032	666,250.00

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

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 18. Official Statement.

The Issuer authorizes and directs that a final offering document (the "**Official Statement**") be prepared prior to the issuance of the Obligations. The Official Statement shall be in substantially the form of the Preliminary Official Statement and shall include the final terms of the Obligations as set forth in the Purchaser's bid evidenced by the Purchase Agreement. 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. Resolution Effective upon Adoption and Approval.

This resolution takes effect upon its adoption and approval in the manner provided by law.

* * * * * * * * * *

Adopted: June 27, 2023

Approved: June___, 2023

_____
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

Registered

No. R-___ $_____

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2023B

Interest Rate	Maturity Date	Original Issue Date	CUSIP
_____%	April 1, 20__	August 30, 2023	392642 ___

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, 2024, 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 $[4,475,000], 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 Section 67.12 (12) of the Wisconsin Statutes, and is authorized by the resolution duly adopted by the governing body of the Issuer on June 27, 2023, entitled: "A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed $4,475,000 General Obligation Promissory Notes, Series 2023B, 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 or other electronic money 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 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 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__ (the "**Term Notes**") 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 Notes:

Term Notes Maturing April 1, 20___

Sinking Fund Redemption Date (April 1)	Principal Amount To be Redeemed
20__	$,000
20__	,000
20__ (Stated Maturity)	,000

Term Notes Maturing April 1, 20___

Sinking Fund Redemption Date (April 1)	Principal Amount To be Redeemed
20__	$,000
20__	,000
20__ (Stated Maturity)	,000]

[The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Notes to be redeemed will be selected in the manner set forth below, and the Issuer will give notice of the redemption in the manner described below.]

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of $5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of any Obligations to be redeemed, at

the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrepealable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the Original Issue Date.

CITY OF GREEN BAY, WISCONSIN

By:_____
Mayor

[SEAL]

And:_____
Clerk

CERTIFICATE OF AUTHENTICATION

Dated: August ___, 2023

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 June 27, 2023, 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 (the "City") authorized the borrowing of money through the issuance of notes and authorized certain City officials to enter into a purchase agreement relating to said borrowing. On August __, 2023 the City entered into a purchase agreement with an underwriter to whom the City agreed to sell its general obligation promissory notes in the principal amount of $_____. It is anticipated that the note closing will be held on or about August 30, 2023. 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 54301 between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

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

Publication Date: August ____, 2023

/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 Issuance and Establishing Parameters for the Sale of Not to Exceed $4,475,000 General Obligation Promissory Notes, Series 2023B, and All Related Details

I further certify as follows:

1. **Meeting Date**. On June 27, 2023, a meeting of the Governing Body was held beginning at _____ p.m.

2. **Posting**. On June___, 2023 (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 June___, 2023 (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 June___, 2023, 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 will cause the Notice to Electors, in the form of Exhibit B to the Resolution, to be published as 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 June___, 2023.

_____
Clerk

[SEAL]

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
June 27, 2023	Tom Walenski

AGENDA ITEM # Q.10

To award debt collection service to Finance Systems of Green Bay for a 3-year contract.

BACKGROUND

The City of Green Bay sends delinquent personal property and EMS bills to a debt collection service.
Annual 1,200 actions;
30-40 percent collection rate;
3-year contract and optional two option.

RECOMMENDATION

Approval of the Request.

FISCAL IMPACT

ATTACHMENTS

1. Finanace Com Request Debt Collection Services 6-20-23

Purchasing Department
100 North Jefferson Street • Room 101
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3047
Fax 920.448.3050

TO: Finance Committee June 20th Meeting

FR: Thomas J. Walenski

DT: June 6, 2023

RE: Purchasing Request

Cc: Diana Ellenbecker

Report by: Thomas J. Walenski

Discussion and possible action on the award for Debt Collection Services. This was a formal RFP Solicitation, and 18 vendors submitted a proposal. Using percentage charge as the gauge 6 finalists were chosen and scored. The scoring team of three then independently scored proposals and the scoring is referenced in the Proposal Scoring Sheet attached.
Finance Systems was the recommended finalist with a score of 85 and a collection percentage rate of 13%. The Vendor agrees to follow the State of Wisconsin Contract 505ENT-M14-DEBTCLLCTN-00 for services provided. The term of this contract is an initial three (3) year term with an option of one extension of two (2) years after the initial term.

Respectfully Submitted

Thomas J. Walenski

Thomas J. Walenski
City of Green Bay – Procurement Manager

CITY OF GREEN BAY BID SUMMARY	
RFP #2023-16 - DEBT COLLECTION SERVICES	
ISSUED: 04/13/2023 DUE: 05/11/2023	
CC: 94600	
Scoring Criteria & Points	

		Highest Score (Avg.)				---->				---->				---->				Lowest Score (Avg.)			
Evaluation Team Total Possible Points	Categories	Finance Systems of Green Bay				FDR Alliance				Rash Curtis & Associates				Value Recovery Holding				Debt Tech			
		Option #1				Option #2				Option #3				Option #4				Option #5			
		Fee 13%				Fee 13.5%				Fee 14%				Fee 15%				Fee 8.5%			
		EV1	EV2	EV3	Avg.	EV1	EV2	EV3	Avg.	EV1	EV2	EV3	Avg.	EV1	EV2	EV3	Avg.	EV1	EV2	EV3	Avg.
25	Organizational Capabilities	21	25	24	23.33	18	25	25	22.67	22	25	15	20.67	20	23	22	21.67	18	18	4	13.33
20	Staff/Qualifications/Experience	19	20	20	19.67	17	20	19	18.67	18	19	19	18.67	15	15	18	16.00	15	15	10	13.33
25	Methodology & Implementation Plan	22	23	24	23.00	20	24	23	22.33	23	23	18	21.33	20	23	21	21.33	15	20	5	13.33
20	Illustrative Examples	18	19	20	19.00	18	18	19	18.33	18	18	17	17.67	18	15	19	17.33	10	10	3	7.67
10	Pricing & References				00.00				00.00				00.00				00.00				00.00
100	Vendor Score(s) (Total Possible Points = 100)				**85.00**				**82.00**				**78.33**				**76.33**				**47.67**

Recommendation: Award Finance Systems of Green Bay as the highest scoring vendor that provided the best overall solution and value to the City of Green Bay.

Notes: The City issued a request for proposal (RFP) and received 18 proposals in total. Five (5) finalists were initially chosen based on lowest fee percentage provided. Each evaluator reviewed and scored the proposals individually and their scores were averaged to obtain the final award.

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
June 27, 2023	Diana Ellenbecker, Finance Director

AGENDA ITEM # Q.11

To purchase 27 bicycles from Broken Spoke Bike Studio for $33,480 to be paid with Safer Communities Grant money for the Mobile Response Team.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Finance Cmte Bike Request - Mobile reponse team
2. Finance Request Bike Purchase Police 6-9-23

Green Bay Police Department
307 South Adams Street
Green Bay, Wisconsin 54301-4582
www.gbpolice.org

Phone 920.448.3200
Fax 920.448.3248

MEMORANDUM

June 9, 2023

To: Common Council Finance Committee

From: Chris Davis
Chief of Police

Subject: Purchase Authorization Request – Police Bicycle Program

The Green Bay Police Department is in the process of developing a Mobile Response Team, which will serve as a specialized public order policing resource. The Department currently has no public order policing capability. With upcoming events, including the 2025 NFL Draft, it is important for us to start working now to develop our ability to effectively police them.

One technique that has been shown to be highly effective in public order policing is the use of specially trained officers deployed on bicycles. Bicycles allow officers to respond more quickly in a crowd than is possible on foot or in a motor vehicle. They provide the ability to block crowd access when needed and to follow mobile events such as marches. In addition, officers on bicycles are generally seen by the public as more approachable.

Expanding our ability to deploy officers on bicycles also helps with alternative patrol deployment strategies. Officers can be deployed to patrol neighborhoods, parks, or business districts on bicycles, enhancing community engagement.

We are requesting $33,480.00 for the purchase of 27 bicycles and associated equipment. We will fund the purchase using the Safer Communities Grant. We have confirmed with the State of Wisconsin that this is an authorized expense under the grant. Ongoing costs for this program should be fairly limited; we anticipate being able to cover bicycle maintenance, unforms, and other ongoing costs using existing resources.

Thank you for your consideration of this 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

TO: Finance Committee

FR: Chris Davis, Thomas J. Walenski

DT: June 8, 2023

RE: Purchasing Request

Cc: Diana Ellenbecker

Report Information by Chief Davis, Thomas J. Walenski

Discussion and possible approval of 27 ea. Rockhopper Elite 29 DPO / SND L patrol bikes in Support of the Mobile Response Team. Total Bike Purchase is $33,480.00. This Purchase will be funded out of the State Safer Communities Grant 825300-55140-27325. Purchasing is processing this as a sole source Purchase. There were competitive quotes obtained and the Contract Purchase was also explored but there are no contracts currently available for this purchase.

Respectfully Submitted
Thomas J. Walenski
Thomas J. Walenski
City of Green Bay – Procurement Manager

Green Bay Police Department

Approved Funds: State Safer Communities grant

Requisition #133

Department Contact for this Requisition: Lt. Jeff Engelbrecht @ 0908

Purchase request: (27) Bikes for new Mobile Response Team

Cost: $33,480.00

Account Number: See Below

Created and Approved by Rick Jurkanis 6/8/23

Please see attached quote for specifications and work with department contact to finalize specifications. Vendor is Broken Spoke Bike Studio of Green Bay. Please confirm quote before issuing purchase order.

Please use the following funding sources:

1. $33,480.00: State Safer Communities grant 825300-55140-27325

City of Green Bay, Wisconsin

REQUEST FOR APPROVAL OF "NO SUBSTITUTE" PURCHASE SPECIFICATION

TO : Purchasing Division/Administrative Services **DATE:** 06/07/2023

FROM: Police **REQUISITION #** 133

List "No Substitute" Item(s) here:

Twenty-Seven (27) Specialized Rockhopper Elite 29 aluminum frame hardtail mountain bikes in satin doppio / gloss sand outfitted with Beamer 80 and Blinky 3 bike light sets and Greenfield KS-5B alloy kickstands 285mm black

Select One:

✖ 1) One Time Purchase Estimated Cost: $33,480.00

2) Annual Commodity purchase: Estimated annual cost: $

3) Item may be purchased again: Indicate term: Estimated Annual Cost: $

Example: 1 year, indefinite, etc. Long term requests will be reevaluated periodically)

We request approval of a "NO SUBSTITUTE" specification for the purchase of the subject item(s)
Check appropriate justification(s). Provide DETAILED explanation(s) below.

✖ 1. Sole Source – The below signed has searched the market and verified that no comparable item is available.

X 2. Single Source – Although comparable items are available, THIS is the only brand/model that will work.

3. Item(s) is (are) only acceptable replacement part(s) known for_____(Identify)

4. Continuity of design is overriding consideration (ex: playground equipment or street furniture)

5. Safety:

6. Other:

*Explanations shall contain sufficient information and justification for the items to be considered and approved as "NO SUBSTITUTE" items. Failure to do so will result in the request being denied and returned to the originator.

*Recommending Department Head will be available to defend said recommendation to the appropriate City Committee and/or Common Council.

PLEASE EXPLAIN YOUR REASONS FOR THIS REQUEST (additional info may be attached on a separate sheet):

The Green Bay Police Department will be establishing a Public Order Policing Program in 2023-2024. The goal of this program will be to improve fundamental police functions related to preventing crowd violence: good planning, understanding freedom of speech and freedom to assemble, communication with an understanding of the crowd and their legitimate aims, nonaggressive police behavior, and problem-oriented policing. The bikes will be for our Mobile Response Team. Teams of officers on bicycles wearing police bike uniforms are less confrontational in appearance than traditional crowd management squads in protective gear. They are also highly mobile and can efficiently respond to managing demonstration routes and respond to emergencies in crowds. The Specialized Rockhopper Elite 29 has been reviewed by a Bike Response Team Supervisor from the Milwaukee Police Department. He stated, "The Rockhopper is a great choice, that is what we used for many years. I don't think you can go wrong with it, especially at that price. The gear looks good, and it is similar to what we have now." Preferred vendor is Broken Spoke Bike Studio of Green Bay. We currently use this vendor for our Community Police Bike fleet and have found the pricing, equipment, repair service and customer service to be admirable.

The Purchasing Department noted the following: "I did check on 3 additional quotes – Price is in line (attached base bike price)
I also did a search on Sourcewell and NASPO and the State of Wisconsin for contract pricing and there isn't a current contract out there for these."

Approvals:			
Requestor:		Date:	6-8-23
Department Head:		Date:	06/08/2023
Purchasing Manager:		Date:	6/8/23

H:\Forms\No Substitute Approval form.doc

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Rick Jurkanis

From: Jeff Engelbrecht
Sent: Wednesday, June 7, 2023 10:35 AM
To: Rick Jurkanis
Subject: FW: Broken Spoke Bike Studio Quote #31281

From: Broken Spoke Bike Studio <noreply@lightspeedhq.com>
Sent: Wednesday, June 7, 2023 10:05 AM
To: Jeff Engelbrecht <Jeff.Engelbrecht@greenbaywi.gov>
Subject: Broken Spoke Bike Studio Quote #31281

Broken Spoke Bike Studio

Broken Spoke Bike Studio
115 Pine St
Green Bay, WI 54301
920-634-2040

Quote

06/07/2023 10:03 am

Quote #: 96
Ticket: 220000031281
Register: Register 1
Employee: George
Customer: Green Bay Police Department

Items	#	Price
BEAMER 80 AND BLINKY 3 BIKE LIGHT SET Default Title*	27	$675.00
Greenfield KS-5B Alloy Kickstand 285mm black Default Title*	27	$405.00
Salsa EXP Series Hardtail Frame Pack 2*	27	$2700.00
Two Year Complimentary Service Package - Includes Plus Tune Ups ($79.95 Value) *** $4,300 Value *** *	27	$0.00
ROCKHOPPER ELITE 29 DOP/SND L*	27	$29700.00
	Subtotal	$33480.00
	Total Tax	$0.00
	Total	**$33480.00**

Conditions for Returns
WE WILL NOT BE ACCEPTING RETURNS ON BIKES. ALL SALES OF BIKES ARE FINAL!
The Goods were purchased in the last 7 days
The Goods are in the original packaging
The Goods were not used or damaged
You have the receipt or proof of purchase
There is a 10% restocking fee for all returned items

We reserve the right to refuse returns of any merchandise that does not meet the above return conditions in our sole discretion.

* No Tax Applied
Thank You Green Bay Police Department !

SPECIALIZED
FAST TRAK
ROCKSHOX

Rick Jurkanis

From: Jeff Engelbrecht
Sent: Wednesday, April 19, 2023 10:03 AM
To: Rick Jurkanis
Subject: FW: LEA Grant Question
Attachments: DOA Law Enforcment Grant Request Approval.docx

Please see the attached and the email response below. Thanks!

From: DOA LEA Grant <LEAGrant@wisconsin.gov>
Sent: Tuesday, April 11, 2023 1:14 PM
To: Jeff Engelbrecht <Jeff.Engelbrecht@greenbaywi.gov>; DOA LEA Grant <LEAGrant@wisconsin.gov>
Subject: RE: LEA Grant Question

Yes, this is eligible as written up. Please indicate that we approved in the expense description. Thank you.

From: Jeff Engelbrecht <Jeff.Engelbrecht@greenbaywi.gov>
Sent: Tuesday, April 11, 2023 11:20 AM
To: DOA LEA Grant <LEAGrant@wisconsin.gov>
Subject: LEA Grant Question

CAUTION: This email originated from outside the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning. If you could please see the attached document and let me know if the submittal of this request would qualify for the permitted use of funds for this grant. If so, I will proceed with submitting the request. Thanks!

Jeff Engelbrecht
Lieutenant – Operations Division
Green Bay Police Department
920.448.3200.0908
Jeff.engelbrecht@greenbaywi.gov

Rick Jurkanis

From: Jeff Engelbrecht
Sent: Tuesday, May 23, 2023 1:44 PM
To: Rick Jurkanis
Cc: Matt Cain; Kevin Warych; Jason Allen
Subject: MRT Bikes and MRT Bike Trailer
Attachments: Manitowoc Broken Spoke Bike Studio Quote #31281; Estimate_8826 _from_Bay_Trailer_Depot.pdf; DOA Law Enforcment Grant Request Approval.docx; RE: LEA Grant Question; SRH Elite 29 Satin Doppio Gloss Sand.JPG

Hi Rick. Attached you will find the updated DOA Law Enforcement Grant request to include the bikes **and trailer** as well as their email stating it is approved. Also attached is the specs / quote for the MRT Bikes and MRT Bike trailer. Total cost comes to $49,631.81. Any questions let me know. Thanks!

Jeff Engelbrecht
Lieutenant – Operations Division
Green Bay Police Department
920.448.3200.0908
Jeff.engelbrecht@greenbaywi.gov

Rick Jurkanis

From: DOA LEA Grant <LEAGrant@wisconsin.gov>
Sent: Tuesday, May 23, 2023 1:32 PM
To: Jeff Engelbrecht; DOA LEA Grant
Subject: RE: LEA Grant Question

Your addendum is accepted and eligible as part of the overall policing initiative.

From: Jeff Engelbrecht <Jeff.Engelbrecht@greenbaywi.gov>
Sent: Tuesday, May 23, 2023 10:40 AM
To: DOA LEA Grant <LEAGrant@wisconsin.gov>
Subject: RE: LEA Grant Question

CAUTION: This email originated from outside the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning. Could you please review the attachment for an updated approval request? This was approved earlier this year, however we have added an additional item related to the initial request. The new content is highlighted. Thank you!

Jeff Engelbrecht
Lieutenant – Operations Division
Green Bay Police Department
920.448.3200.0908
Jeff.engelbrecht@greenbaywi.gov

From: Jeff Engelbrecht
Sent: Tuesday, April 11, 2023 11:20 AM
To: 'LEAGrant@wisconsin.gov' <LEAGrant@wisconsin.gov>
Subject: LEA Grant Question

Good morning. If you could please see the attached document and let me know if the submittal of this request would qualify for the permitted use of funds for this grant. If so, I will proceed with submitting the request. Thanks!

Jeff Engelbrecht
Lieutenant – Operations Division
Green Bay Police Department
920.448.3200.0908
Jeff.engelbrecht@greenbaywi.gov

INTEROFFICE MEMORANDUM
GREEN BAY POLICE DEPARTMENT

June 8, 2023

To: Whom it May Concern

From: Lt. Jeff Engelbrecht

Re: DOA Law Enforcement Agency Grant

The Green Bay Police Department will be establishing a Public Order Policing Program in 2023-2024. The goal of this program will be to "improve fundamental police functions related to preventing crowd violence: good planning, understanding freedom of speech and freedom to assemble, communication with an understanding of the crowd and their legitimate aims, nonaggressive police behavior, and problem-oriented policing" (Preventing Crowd Violence by Tamara D. Madsen and Johannes Knutson). We believe that a modern public order policing program is a very important part of our community policing initiatives. Problem-oriented policing is a foundation of community policing initiatives. "Problem-oriented policing is particularly useful for managing crowd events since it promotes context specific solutions that should decrease violence and increase cooperation and trust between police and crowd members" (Preventing Crowd Violence by Tamara D. Madsen and Johannes Knutson).

The City of Green Bay will periodically experience demonstrations in the city's downtown area. The vast majority of the time, these are peaceful demonstrations with citizens demonstrating their first amendment rights. We believe that a modern public order policing program enhances communication and planning with demonstration organizers and allows peaceful demonstrations to efficiently take place safely in our community. On occasion, individuals within a crowd will demonstrate criminal behavior in attempts to turn peaceful demonstrations in a violent direction and have confrontation with the police. We believe a modern public order policing program attempts to identify those specific individuals, isolate them, and remove them from peaceful demonstrators rather than using indiscriminate force. The ability for our department to complete these tasks builds trust with demonstrators, with our entire community and reduces crime in our downtown area.

With this in mind, we are seeking DOA Law Enforcement Agency Grant Funds for the following:

- 27 Police Mountain Bikes (combo package to include bike, lights, bag rack, bag, and helmet) for our public order policing program's mobile response team.
    - Teams of officers on bicycles wearing police bike uniforms are less confrontational in appearance than traditional crowd management squads in

protective gear. They are also highly mobile and can efficiently respond to managing demonstration routes and respond to emergencies in crowds.

- 1 enclosed trailer for the purpose of storage and transport of the mobile response team's bicycles and bicycle related equipment.
    - This will allow our mobile response team to safely and rapidly move their bicycles for deployment to other areas of the city when necessary. Although the downtown area in Green Bay is primarily where planned and unplanned demonstrations occur, there may be a need to deploy our bike team to other areas of the city where demonstrations and protests have occurred in the past. This will also allow for the bikes to be safely stored in an efficient manner so they can be utilized for a longer period of time leading to less repairs and / or replacement costs.

This equipment and technology will allow our department to accomplish what we believe is a vital community policing initiative. It is a program that focuses on problem-oriented policing strategies, primarily focused on our downtown area to build trust with our community and reduce crime.

Jeff Engelbrecht

Lieutenant – Operations Division

Green Bay Police Department

920.448.3200.0908

Jeff.engelbrecht@greenbaywi.gov

Rick Jurkanis

From: Thomas Walenski
Sent: Thursday, June 8, 2023 10:36 AM
To: Rick Jurkanis
Cc: Chris Davis; Diana Ellenbecker; Linda Chosa; Jeff Engelbrecht
Subject: RE: Mobile Response Team Bikes
Attachments: Sole-Single 27 MRT Bikes 6-8-23.pdf; sharpscans@greenbaywi.gov_20230608_103206.pdf

Morning Rick

I did check on 3 additional quotes – Price is in line (attached base bike price)
I also did a search on Sourcewell and NASPO and the State of Wisconsin for contract pricing and there isn't a current contract out there for these.
Let's include the information about the additional quotes and contract search in the justification.

Thanks
Tom

From: Rick Jurkanis <Rick.Jurkanis@greenbaywi.gov>
Sent: Thursday, June 8, 2023 9:53 AM
To: Thomas Walenski <Thomas.Walenski@greenbaywi.gov>
Cc: Chris Davis <Chris.Davis@greenbaywi.gov>; Diana Ellenbecker <Diana.Ellenbecker@greenbaywi.gov>; Linda Chosa <Linda.Chosa@greenbaywi.gov>; Jeff Engelbrecht <Jeff.Engelbrecht@greenbaywi.gov>; Rick Jurkanis <Rick.Jurkanis@greenbaywi.gov>
Subject: Mobile Response Team Bikes

Good Morning Mr. Walenski:

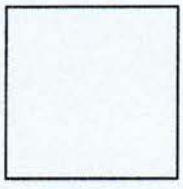
Attached you will find our Sole/Single Source request to purchase 27 Bikes for our newly created Mobile Response Team. The purchase of the bikes has been approved by the state and will be funded through our State Safer Communities grant (825300-55140-27325). Please advise how you would like us to proceed. Thanks!

Rick Jurkanis
Business Manager
Green Bay Police Department
920.448.3237 | rick.jurkanis@greenbaywi.gov

Store Number 407-440-3756 - Free* shipping on orders over $75 - Some exclusions

BIKEPLACE
—RIDERS ONLY—

Home / ROCKHOPPER Elite 29 Rockhopper



Specialized ROCKHOPPER Elite 29 Rockhopper

SKU: 91221-4304

$1,100.00

Excl. tax

dropper-post compatibility. With the goal of making sure that the Rockhopper offers both the best fit and best performance for every person, no matter their measure, we've paired each Rockhopper frame size with the optimal wheel size. The result is a Rockhopper to fit every rider and the assurance that every Rockhopper is rolling on the best-handling wheel for its frame size.

- A breath of fresh air at this price point—and plenty north of it, RockShox's Judy SoloAir brings air-sprung sensitivity and performance to the masses with a killer value proposition: more bang, less buck. The TurnKey damper deftly dishes out travel letting you focus on what's ahead.

Technical Information

- **COCKPIT**

Stem

Stout 3D-forged alloy, 31.8mm, 6-degree rise

Grips

Specialized Trail Grips, lock-on

Saddle

Bridge Sport, steel rails

SeatPost

Alloy, 12mm offset, 2-bolt clamp, 30.9mm

Handlebars

Stout Mini Rise, alloy, 9-degree backsweep, 15mm rise, 31.8mm

- **WHEELS & TIRES**

Spokes

Stainless, 14g

- **WHEELS**

Front Tire

Ground Control, Control casing, GRIPTON® compound, 60 TPI, 2Bliss Ready, 29x2.3"

Rims

Alloy, Offset Design, Tubeless Ready, 25mm internal width, 28h

Rear Tire

- **BRAKES**

Rear Brake

SRAM Level, hydraulic disc, 160mm

Front Brake

SRAM Level, hydraulic disc, 180/160mm

- **ACCESSORIES**

Pedals

* Specifications are subject to change without notice

Geometry

	S	M	L	XL	XXL
Crank Length	170mm	170mm	175mm	175mm	175mm
Handlebar Width	720mm	740mm	740mm	740mm	740mm
Stem Length	40mm	60mm	60mm	70mm	70mm
Saddle Width	155mm	143mm	143mm	143mm	143mm
Seatpost Length	350mm	400mm	400mm	400mm	400mm
Stack	607mm	616mm	626mm	640mm	654mm
Reach	405mm	425mm	445mm	465mm	485mm
Head-Tube Length	95mm	95mm	105mm	120mm	135mm
Head-Tube Angle	68.5°	68.5°	68.5°	68.5°	68.5°
B-B Height	310mm	310mm	310mm	310mm	310mm
B-B Drop	62mm	62mm	62mm	62mm	62mm
Trail	97mm	97mm	97mm	97mm	97mm
Fork Length (full)	505mm	515mm	515mm	515mm	515mm
Fork Rake/Offset	46mm	46mm	46mm	46mm	46mm
Front-Center	672mm	696mm	719mm	745mm	770mm
Chain-Stay Length	440mm	440mm	440mm	440mm	440mm
Wheelbase	1105mm	1128mm	1152mm	1178mm	1203mm
Top-Tube Length (horizontal)	586mm	608mm	630mm	654mm	679mm
Bike Stand-Over Height	732mm	754mm	781mm	820mm	853mm
Seat-Tube Length	360mm	400mm	450mm	500mm	560mm
Seat-Tube Angle	73.5°	73.5°	73.5°	73.5°	73.5°

New Bike Delivery Locations! Check Your Area:

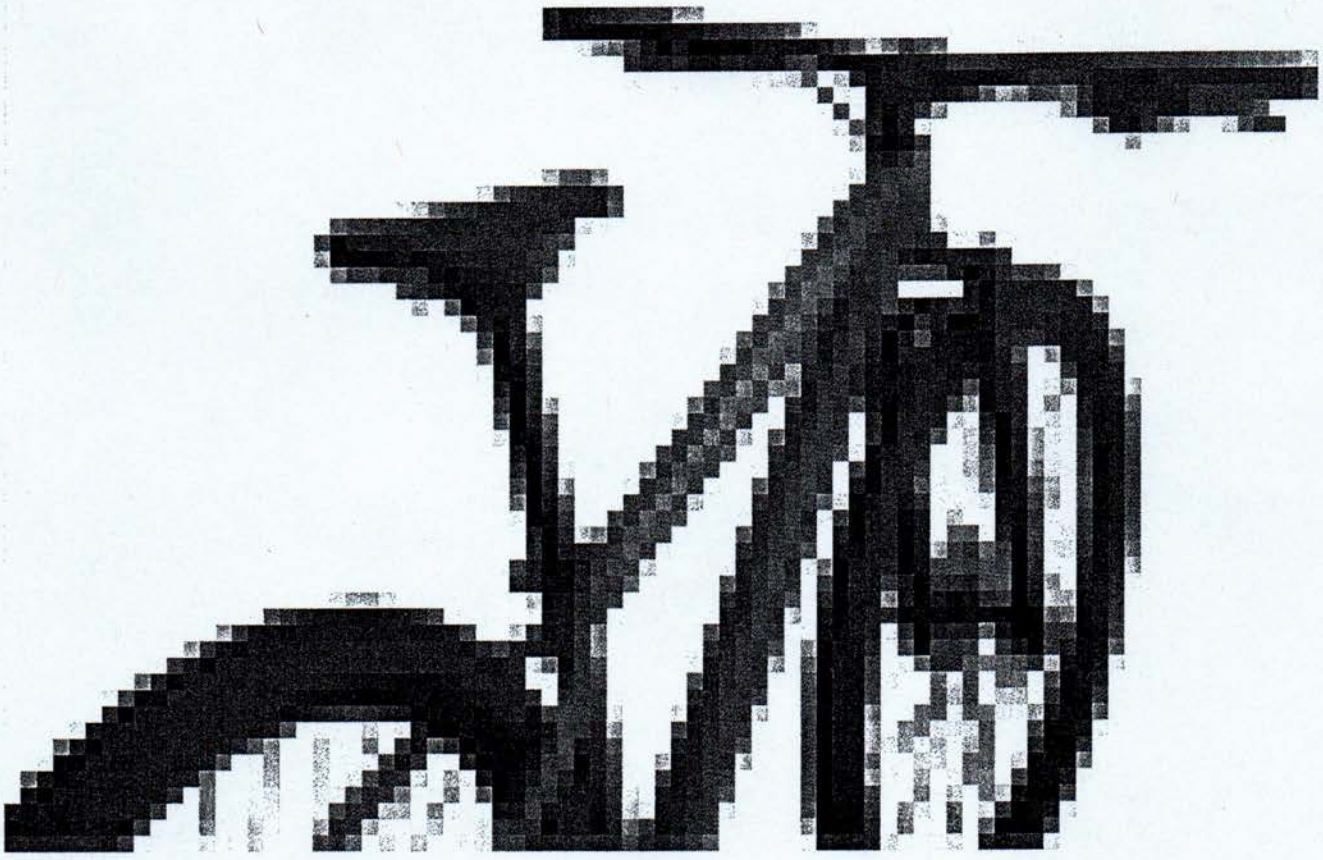
Enter your address ...

Go

incycle

Hi. Need any help?

New Bike Delivery Locations! Check Your Area:



SPECIALIZED

Specialized Rockhopper Elite 29

91822-4302

$1,150.00 USD

Starting at $96/mo with affirm. Prequalify now

Shipping calculated at checkout.

New Bike Delivery Locations! Check Your Area:

Size

S

Quantity

− 1 +

Add to cart

Check Availability in Store

Share

Choose Shipping, Home delivery or In-store pick up location at checkout!

Description

Yep, we just re-read the spec sheet and still can't believe it either. The Rockhopper Elite is one helluva lot of bike.Air-sprung fork? Let me introduce you to your new friend, Judy. Discerning when it comes to your drivetrain? You'll find no fault—and no grade too steep—with a wide-range Shimano Deore 1x11 drivetrain. Why stop there? We didn't, in order to allow you the pleasure of stopping yourself with Shimano's eager-to-please and oh-so-capable MT200 hydraulic disc brakes. Each is impressive in their own right, but the magic really lies in how they all come together into a Rockhopper that serves up singletrack with a nice big side of ' Whoah, so that's what a real bike feels like.'

- A heart of gold, presented in our lightweight yet durable Premium A1 Aluminum, the Rockhopper's butted aluminum frame features hydroformed top and downtubes in order to keep weight low and strength high, all while providing increased standover clearance, slick internal cable routing and dropper-post compatibility.
- With the goal of making sure that the Rockhopper offers both the best fit and best performance for every person, no matter their measure, we've paired each Rockhopper frame size with the optimal

MENU

$1,150.00 Excl. tax

Out of stock

Available in store

Starting at $72/mo with **affirm**. Prequalify now

Make a choice: *

Default - $1,150.00

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Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
June 27, 2023	Diana Ellenbecker, Finance Director

AGENDA ITEM # Q.12

To amendment ARPA funding allocation for police recruiting and retention.

BACKGROUND

ARPA funding authorization:

Approved February 2023
$267,000 for Police Officer overhiring

Requested to be used for:
$267,000 for Police Officer overhiring, recruiting and retention.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. m060923(ARPA Recruiting and Retention)

Green Bay Police Department
307 South Adams Street
Green Bay, Wisconsin 54301-4582
www.gbpolice.org

Phone 920.448.3200
Fax 920.448.3248

MEMORANDUM

June 9, 2023

To: Common Council Finance Committee

From: Chris Davis
Chief of Police

Subject: Proposed Amendment to ARPA Funding Authorization for Police Overhire

In February 2023, the Common Council approved a request for $267,000.00 in American Rescue Plan Act (ARPA) funds to be held in contingency in 2023 to allow overhiring up to six Police Officer positions in anticipation of retirements. Although we are nearing full sworn staffing and anticipate using some amount of this contingency funding in 2023, it is highly unlikely that we will need the full amount. We respectfully request expanding the scope of this funding package to allow for expenditure on other items related to recruiting and retention as follows:

- Costs for outside consulting to develop an Assessment Center for the 2023 Sergeant promotional process, as required in Article 30 of the 2023-25 Green Bay Professional Police Association Collective Bargaining Agreement.
- Costs related to recruiting and background investigations, including travel, background investigations, psychological evaluations, and attendance at recruiting events. A previously authorized ARPA funding package of $88,000 for recruiting has been expended.
- Costs for training to allow our own personnel to evaluate the Eq-I test. We currently pay $200.00 per test to have these tests evaluated by an outside vendor; this training will enable us to forego this cost in the future.

Thank you for your consideration of this request.

Report to the
Parks Committee of the City of Green Bay

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # R.1

To approve the request by Ald. Galvin to paint dual pickleball/tennis court lines over one of the tennis courts at Astor Park and to refer to staff to determine where additional pickleball courts could be painted on tennis courts throughout the City to provide additional pickleball opportunities for all neighborhoods.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2023-05-04 Dist 4 to Parks

From: noreply@civicplus.com
To: Celestine Jeffreys; Eric Genrich
Subject: Online Form Submittal: Alders" Petitions and Communications
Date: Thursday, May 4, 2023 11:46:22 AM

Alders' Petitions and Communications

Name	Bill Galvin
Committee Name	Parks Committee
Text of Communication	To convert one or two of the tennis courts at Astor park into pickle ball courts

Email not displaying correctly? View it in your browser.

Report to the
Parks Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # R.2

To approve the request by Ald. Galvin to install bleachers at the basketball court in Astor Park and research basketball lighting alternatives to be reviewed at a future Parks Committee meeting.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2023-015-16 Dist 4 to Parks

From: noreply@civicplus.com
To: Celestine Jeffreys; Eric Genrich
Subject: Online Form Submittal: Alders" Petitions and Communications
Date: Tuesday, May 16, 2023 3:46:16 PM

Alders' Petitions and Communications

Name	Bill Galvin
Committee Name	Parks Committee
Text of Communication	To consider for Astor park a simple set of bleacher seats alongside the basketball court. To also consider installing one or two street lights to aid residents to play basketball later then sunset

Email not displaying correctly? View it in your browser.

Report to the
Parks Committee of the City of Green Bay

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # R.3

To refer to staff to evaluate the 2023 hours of operations for park shelter restrooms and report back to the Parks Committee at the end of the summer season to discuss what potential changes can be implemented in 2024.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2023-06-12 Dist 7 to Parks
2. Park Restrooms

From: noreply@civicplus.com
To: Celestine Jeffreys; Eric Genrich; Jaime Fuge; Amaad Rivera
Subject: Online Form Submittal: Alders" Petitions and Communications
Date: Sunday, June 11, 2023 10:52:48 AM

Alders' Petitions and Communications

Name	Randy Scannell
Committee Name	Parks Committee
Text of Communication	Consideration with possible action on usage, maintenance, and hours of park shelters/bathrooms.

Email not displaying correctly? View it in your browser.

GREEN BAY PARKS DEPARTMENT
PUBLIC RESTROOM OPENING SCHEDULE

Historically, the Parks Department has only unlocked restrooms in parks for the following reasons.

- If there is a scheduled activity or event in the park.
- In the parks where splashpads and wading pools are located.
- For all facility rentals including shelters and athletic fields.

In addition to the opening the restrooms per past practice, we have implemented the following restroom opening schedule for the summer of 2023.

Restrooms

Restrooms located at the following parks will be unlocked and available on the weekends during the summer. Please note, the schedule may vary due to weather or unforeseen circumstances.

West

- Colburn (Open Shelter on the upper/south end, off Ninth Street)
- Firemans
- Fritsch
- Murphy
- During rentals/sporting events: Beaumont, Colburn (Enclosed Shelter on the lower/north end), Perkins, and Tank

East

- Astor (family restrooms)
- McAuliffe
- Metro Boat Launch
- Red Smith
- St. James
- Whitney
- During rentals/sporting events: Joannes, Kennedy, Triangle Sports Area (porta potty always onsite), and Wilder

This information is available to the public and can be found on the City's Park Department website. Please note that we were only able to accomplish modifying our restroom opening schedule by limiting the number of shelters that are available to the public for rentals.

Report to the
Parks Committee of the City of Green Bay

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # R.4

To approve an amendment to the Fox River Trail Easement with Wisconsin Public Service Corporation for the trail section just west of Monroe Avenue.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Amended Trail Easement - Green Bay - WPS

THIRD AMENDMENT TO TRAIL EASEMENT F/K/A WALKWAY EASEMENT

Document Number | Document Title

THIS THIRD AMENDMENT TO TRAIL EASEMENT F/K/A WALKWAY EASEMENT ("**Amendment"**) is made this _____ day of _____, 2023 (the "**Effective Date"**) by and between **WISCONSIN PUBLIC SERVICE CORPORATION,** a Wisconsin Corporation ("**WPS"**), and the **CITY OF GREEN BAY**, a Municipal Corporation (the "**City"**) (singularly a "**Party**," and collectively the "**Parties"**).

RECITALS:

A. The Parties entered into that certain Trail Easement f/k/a Walkway Easements dated April 23, 1990 recorded in the office of the Register of Deeds for Brown County in Jacket 15851, Image 11 as Document 1219941, and August 2, 1991 recorded in the office of the Register of Deeds for Brown County in Jacket 17139, Image 27 as Document Number 1255049, both amended by Amendment to Walkway Easement, dated May 7, 1997 recorded in the office of the Register of Deeds for Brown County as Document Number 1550578 and rerecorded as Document Number 1554546, and partially released by that certain Partial Release of Easement dated as of July 31, 2014 and recorded in the office of the Register of Deeds for Brown County as Document Number 267762, and as further amended by Second Amendment to Trail Easement f/k/a Walkway Easement, dated October 12, 2015 recorded in Register of Deeds for Brown County as Document Number 2725973 (collectively the "**Easement Agreement**").

Recording Area

Name and Return Address

Bernard J. Kearney III
Quarles & Brady LLP
411 East Wisconsin Avenue
Milwaukee, WI 53202

11-15-A and 11-134

Parcel Identification Number (PIN)

B. The Parties desire to amend the Easement Agreement and expand the Trail Easement Area as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Easement Agreement as follows:

1. Expanded Trail Easement Area. The description of the Trail Easement Area as indicated in the Easement Agreement is hereby amended and replaced with the attached Exhibit

A (the "**Amended Trail Easement Area**"; a depiction of the Amended Trail Easement Area is set forth on the attached Exhibit B).

2. Severability. If any term or provision of this Amendment is held to be invalid or unenforceable by a court of competent jurisdiction, then such holding shall not affect any other terms or provisions of this Amendment, and the same shall continue to be effective to the fullest extent permitted by law.

3. Term. The easements, covenants, and all other rights and obligations established hereby shall be perpetual.

4. Ratification. Except as expressly set forth in this Amendment, the provisions of the Easement Agreement shall remain in full force and effect. Capitalized terms used but not defined in this Amendment shall have the meanings given to such terms in the Easement Agreement.

5. Binding Effect. This Amendment shall run with the land and shall be binding upon and/or inure to the benefit of the heirs, successors or assigns of all parties hereto.

6. Authority. Each individual executing this Amendment on behalf of the Parties hereto represents that it has full lawful authority to the execute the same and this Amendment is binding upon the Parties hereto.

7. Governing Law. This Agreement concerns property located in the State of Wisconsin and shall be governed by and construed in accordance with the laws of the State of Wisconsin.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Effective Date.

WPS:

WISCONSIN PUBLIC SERVICE CORPORATION

By: WEC Business Services LLC, its Affiliate and Agent

By:_____
Dawn M. Neuy
Manager Real Estate Services

STATE OF WISCONSIN)
) SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 2023, Dawn M. Neuy, as the Manager Real Estate Services of WEC Business Services LLC, affiliate and agent of Wisconsin Public Service Corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same, on behalf of such corporation.

_____
Print Name:_____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

THE CITY:

CITY OF GREEN BAY

By:_____
Name:_____
Title:_____

Attest:_____
Name:_____
Title:_____

STATE OF _____)
) SS
COUNTY OF _____)

Personally came before me this _____ day of _____, 2023, _____, as the _____ of the City of Green Bay, to me known to be the person who executed the foregoing instrument and acknowledged the same, on behalf of the same.

_____
Print Name:_____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

This instrument drafted by:

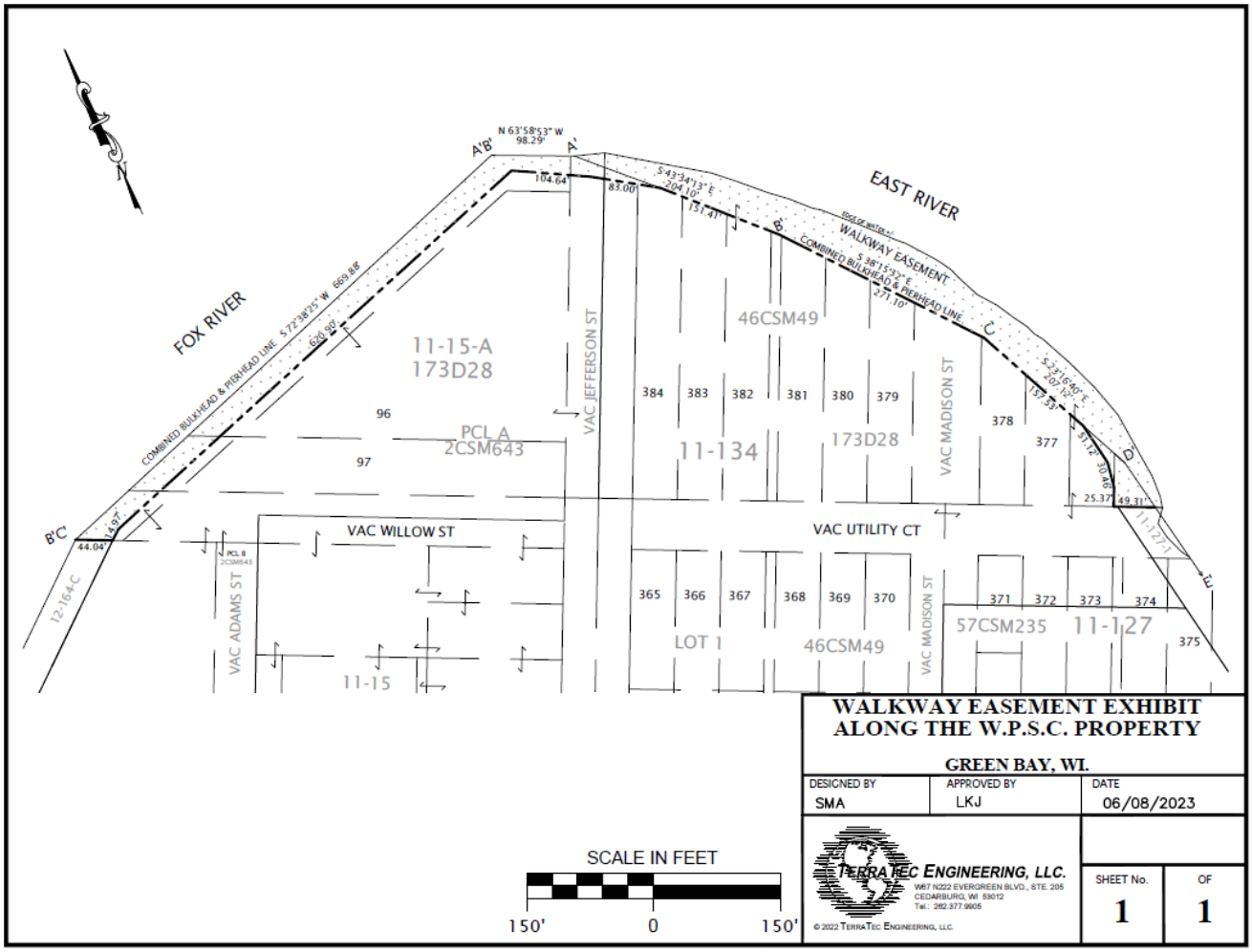
Jack Lewis, Esq.
Quarles & Brady, LLP
_____

EXHIBIT A
LEGAL DESCRIPTION OF AMENDED TRAIL EASEMENT AREA

THAT PART OF PARCEL A OF THE CERTIFIED SURVEY MAP RECORDED IN VOLUME 2 OF CERTIFIED SURVEY MAPS, PAGE 643, BROWN COUNTY RECORDS (BEING A PART OF LOTS 96 THROUGH 99 INCLUSIVE, PART OF LOTS 123, 124, AND 125, AND VACATED WILLOW STREET, PLAT OF NAVARINO, AND PART OF PRIVATE CLAIM 2, EAST SIDE OF FOX RIVER); PART OF LOTS 377 THROUGH 384 INCLUSIVE, PART OF THE LANDS LYING EASTERLY OF LOT 377 AND NORTHERLY OF UTILITY COURT (FORMERLY WILLOW STREET); PART OF VACATED JEFFERSON STREET; PART OF VACATED MADISON STREET; PART OF THE VACATED ALLEYS LYING BETWEEN THE VACATED JEFFERSON STREET AND THE EAST RIVER AND LYING NORTH OF UTILITY COURT (FORMERLY WILLOW STREET) ALL BEING LOCATED IN PLAT OF NAVARINO, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN, TOGETHER WITH ALL RIPARIAN RIGHTS, LYING BETWEEN, THE FOX AND EAST RIVERS AND THE FOLLOWING DESCRIBED REFERENCE LINE:

BEGINNING AT A POINT ON THE SOUTH LINE OF VACATED WILLOW STREET, SAID POINT BEING S 63°34’08” E, 44.04 FEET FROM THE POINT OF INTERSECTION WITH THE EASTERLY COMBINED PIERHEAD AND BULKHEAD LINE OF THE FOX RIVER AS DEFINED BY POINTS B’C’ AND A’B’ ON THE U.S. CORPS OF ENGINEERS, GREEN BAY HARBOR LINES MAP OF 1940; THENCE N 51°10’17” E, 14.97 FEET TO A POINT 25.00 FEET SOUTHERLY OF AND PARALLEL WITH THE SAID COMBINED PIERHEAD AND BULKHEAD LINE; THENCE N 72°38’25” E ALONG THE SAID PARALLEL LINE, 620.90 FEET; THENCE S 60°36’06” E, 104.64 FEET; THENCE S 55°48’22” E, 83.00 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY COMBINED PIERHEAD AND BULKHEAD LINE OF THE EAST RIVER AS DEFINED BY POINTS A’ AND B’ ON SAID HARBOR LINES MAP; THENCE S 43°34’13” E, 151.41 FEET ALONG SAID COMBINED PIERHEAD AND BULKHEAD LINE TO POINT B’; THENCE S 38°15’32” E ALONG THE COMBINED PIERHEAD AND BULKHEAD LINE DEFINED AS B’ AND C’ ON SAID HARBOR LINES MAP, 271.10 FEET TO POINT C’; THENCE S 23°16’40” E ALONG THE COMBINED PIERHEAD AND BULKHEAD LINE DEFINED AS C’ AND D’ ON SAID HARBOR LINES MAP, 157.53 FEET; THENCE S 08°45’11” E, 51.12 FEET; THENCE S 10°28’55” W, 30.46 FEET; THENCE S 26°25’52” W 25.37 FFET TO THE NORTH LINE OF UTILITY COURT (FORMERLY WILLOW STREET); THENCE S 63°37’46” E ALONG THE NORTH LINE OF UTILITY COURT, 49.31 FEET TO THE POINT OF INTERSECTION WITH THE COMBINED PIERHEAD AND BULKHEAD LINE AS DEFINED BY POINTS D’ AND E’ ON SAID HARBOR LINES MAP, SAID POINT BEING THE TERMINUS OF SAID REFERENCE LINE.

EXHIBIT B
DEPICTION OF AMENDED TRAIL EASEMENT AREA



Report to the
Parks Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # R.5

To accept an AmeriCorps Program Funding Grant for $374,673 to continue the Green Bay Conservation Corps program through 2024.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. AmeriCorps Grant Application 2024

PART I - FACE SHEET

APPLICATION FOR FEDERAL ASSISTANCE

Modified Standard Form 424 (Rev.02/07 to confirm to the Corporation's eGrants System)

1. TYPE OF SUBMISSION:
Application [X] Non-Construction

2a. DATE SUBMITTED TO CORPORATION FOR NATIONAL AND COMMUNITY SERVICE (CNCS):	3. DATE RECEIVED BY STATE: 02-JUN-23	STATE APPLICATION IDENTIFIER:
2b. APPLICATION ID: 23AC255022	4. DATE RECEIVED BY FEDERAL AGENCY:	FEDERAL IDENTIFIER: 21AFEWI0010013

5. APPLICATION INFORMATION

LEGAL NAME: City of Green Bay
UEI NUMBER: ZCUZDCHFP7C6

ADDRESS (give street address, city, state, zip code and county):
100 N Jefferson St
Green Bay WI 54301 - 5006
County: Brown

NAME AND CONTACT INFORMATION FOR PROJECT DIRECTOR OR OTHER PERSON TO BE CONTACTED ON MATTERS INVOLVING THIS APPLICATION (give area codes):
NAME: Daniel Ditscheit
TELEPHONE NUMBER: (920) 448-3381
FAX NUMBER: (920) 448-3393
INTERNET E-MAIL ADDRESS: dan.ditscheit@greenbaywi.gov

6. EMPLOYER IDENTIFICATION NUMBER (EIN):
396005458

7. TYPE OF APPLICANT:
7a. Local Government - Municipal
7b. Local Government, Municipal

8. TYPE OF APPLICATION (Check appropriate box).
[ ] NEW [ ] NEW/PREVIOUS GRANTEE
[X] CONTINUATION [ ] AMENDMENT
If Amendment, enter appropriate letter(s) in box(es): [ ] [ ]
A. AUGMENTATION B. BUDGET REVISION
C. NO COST EXTENSION D. OTHER *(specify below):*

9. NAME OF FEDERAL AGENCY:
Corporation for National and Community Service

10a. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 94.006
10b. TITLE: AmeriCorps State

11.a. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:
City of Green Bay

11.b. CNCS PROGRAM INITIATIVE (IF ANY):

12. AREAS AFFECTED BY PROJECT (List Cities, Counties, States, etc):
Green Bay, WI

13. PROPOSED PROJECT: START DATE: 09/01/23 END DATE: 08/31/24

14. CONGRESSIONAL DISTRICT OF: a.Applicant WI08 b.Program WI08

15. ESTIMATED FUNDING: Year #: 2

a. FEDERAL	$ 374,673.00
b. APPLICANT	$ 128,330.00
c. STATE	$ 0.00
d. LOCAL	$ 0.00
e. OTHER	$ 0.00
f. PROGRAM INCOME	$ 0.00
g. TOTAL	$ 503,003.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
[ ] YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:
DATE:
[X] NO. PROGRAM IS NOT COVERED BY E.O. 12372

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
[ ] YES if "Yes," attach an explanation. [X] NO

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. TYPED NAME OF AUTHORIZED REPRESENTATIVE: Daniel Ditscheit	b. TITLE:	c. TELEPHONE NUMBER: (920) 448-3381
d. SIGNATURE OF AUTHORIZED REPRESENTATIVE:		e. DATE SIGNED: 04/04/23

Narratives

Executive Summary

The [City of Green Bay (City)] proposes to have [21] AmeriCorps members who will [maintain and improve trail systems; cultivate and manage native plantings; restore natural habitats; map and survey flora and fauna; and engage the public in educational programming and volunteer work] in [Green Bay, Wisconsin]. At the end of the first program year, the AmeriCorps members will be responsible for [75 acres of park improvement and habitat restoration, 2 miles of trail improvement, 100 acres surveyed and mapped for native and invasive plants, 50 community members with increased knowledge of environmental stewardship, and an increased capacity of the Parks, Recreation, and Forestry department to maintain city parks]. In addition, the AmeriCorps members will leverage [100] volunteers who will be engaged in [managing natural areas and native plantings, as well as assisting in trail improvements].

This program will focus on the AmeriCorps focus area(s) of [Environmental Stewardship]. The AmeriCorps investment of [$378,745] will be matched with [$120,409] in public funding.

Rationale and Approach/Program Design

a. Theory of Change and Evidence base

The City of Green Bay (City) Parks, Recreation and Forestry (PRF) Department maintains and manages 2,658 acres of recreational open space with plans to increase the acreage of recreational space in the next several years. The City is fortunate to have varying ecosystems and land cover which act as critical habitats for numerous plants and wildlife. Poor land management practices and pollution from industries in the past have contributed towards the degradation of this critical and unique area. With a limited number of staff and resources, the Green Bay PRF Department focuses its time primarily on maintaining aspects of the parks system that do not include conservation work. Additional resources are needed to protect and enhance naturalized habitat areas and access to them. According to the National Parks and Recreation Association for municipalities managing 2,000-4,000 acres, the average full-time staff ranges from 115-150 employees. Currently, the PRF employs a total 86 full-time employees which includes numerous divisions. Therefore, there is a gap between the capacity of these staff members to maintain and restore all 2,658 acres. Key restoration projects that current staff do not have the capacity to complete include trail maintenance, improvement, and creation; habitat restoration; and community engagement, environmental education, and volunteerism.

In the 2020 public input survey for the Parks, Recreation and Open Space Plan, 66% of participants

stated that preserving natural areas was 'extremely important' and 99% stated that trees were 'an asset' to the city. This demonstrates that the community of Green Bay is supportive of increasing conservation in the community.

The United States Environmental Protection Agency (EPA) designated the Lower Green Bay and Fox River as an Area of Concern (AOC) in 1987. This is one of five AOCs in Wisconsin. An AOC indicates areas with several Beneficial Use Impairments (BUIs); Green Bay currently has 11 listed BUIs. These include degradation of fish and wildlife populations, degradation of aesthetics, loss of fish and wildlife habitat, bird or animal deformities or reproductive problems, beach closings, and more. This degraded habitat is a community-wide problem as it affects everyone living in and recreating in Green Bay. The Green Bay Conservation Corps (GBCC) aims to mitigate this problem with restoring acres of public park land, especially along waterways to decrease contamination.

The Center for Disease Control and Prevention (CDC) Social Vulnerability Index for Brown County is 0.3299. Scores range from 0, no vulnerability, to 1, extremely vulnerable. The categories suggesting potential areas of focus for our proposal include: Minority Status & Language (0.7297) and Housing Type & Transportation (0.5482). For example, data from the 2020 United States Census Bureau shows that 13.1% of households in Green Bay speak Spanish as a first language; taking these statistics into account with a focus on better serving the whole community, the GBCC will prioritize creating educational signs in both English and Spanish.

Green Bay is home to numerous important habitat-types for different wildlife, some being federally threatened or endangered. Stopover sites for migrating birds are extremely important and according to The Nature Conservancy, "Wisconsin's Green Bay is one of the largest freshwater estuaries in the world and is critical habitat for migrating waterfowl". Many threatened and endangered birds migrate through Green Bay. Green Bay is also an important nesting location for birds such as Piping Plovers, a federally listed species. In addition to bird species, Green Bay is one of the few recorded occurrences in Wisconsin of the rusty-patched bumble bee, a federally listed endangered species. GBCC efforts will aid in creating habitat for these species.

One problem to a healthy habitat is invasive species. Invasive species are abundant in areas of the City parks and greenways and their presence inhibits the growth of native plants, reducing capacity for native habitat. In 2013, at the Bay Beach Wildlife Sanctuary, a combined 1,705 pounds of garlic mustard was removed by volunteers. 20,000 square feet of buckthorn was removed from the habitat by 18 volunteers. Volunteers removed an additional third of an acre of buckthorn in 2015. Bay Beach Wildlife Sanctuary is approximately 550 acres and is one of the largest sites managed by the City. The

Narratives

Wisconsin Department of Natural Resources Lower Green Bay & Fox River Area of Concern Final Management Action Plan proposes to restore 364 acres of Hardwood Swamp which will consist primarily of common reed grass treatment. Even more effort needs to be made to protect and restore this critical and expansive habitat within an urban setting. Therefore, the GBCC will prioritize this large habitat treating many invasives species, establishing a native planting, and improving the trail system.

Another large site that struggles with invasive species is the Baird Creek Greenway. A non-profit organization, the Baird Creek Preservation Foundation (BCPF) assists the City with managing over 500 acres of greenway. In 2015, two interns from the BCPF removed 6.5 acres of common reed grass, 9.5 acres of garlic mustard, and 1 acre of buckthorn in 11 weeks. An additional 8 acres of honeysuckle, buckthorn, and garlic mustard were treated in 2018. From 2016 to 2021, interns have treated at least 5 acres each summer. A contractor was hired by the Foundation to remove 10 acres of buckthorn in 2020. The BCPF will hire a contractor to remove buckthorn again in 2022-23 and continue to have summer interns help restore this habitat. In addition, the BCPF utilizes numerous volunteers. From 2016 to 2021, an average of 60 volunteers treated approximately 3 acres each year. It is anticipated that GBCC members will partner with the BCPF interns, volunteers, and contractor to increase the efficiency of habitat restoration.

GBCC members will complete trail maintenance and development along with habitat restoration to include invasive removal and native plant establishment. Members will also be involved in community volunteer and educational outreach programs and inventory parks, greenways, and trails. Finally, members will receive numerous trainings throughout their service term.

Trail improvement and maintenance projects will involve brush removal, erosion control, mapping current trails, flagging new trails, improving the grade of trail to be more inclusive, and invasive species control to increase the longevity of trails. It is expected that members will improve 2 miles of trail. Performance measure EN5 with EN5.1 will be utilized to document progress. Trail work will comprise approximately 25% of members service time. Trail improvements, specifically reducing the invasive species along trails, will positively impact wildfire mitigation due to the reduced fuel load along the trails creating natural wildfire breaks.

Additionally, 20% of member time will be spent completing habitat restoration. This will primarily involve invasive species removal and treatment. This work will restore park land and allow for native plant species to establish. Native plant seed and plugs will be planted in areas of highest priority. Members may also be involved in the preparation of prescribed burning for key habitats to reduce

invasive species coverage and promote native plant establishment. Members will be responsible for restoring 75 acres of habitat. Performance measure EN4 with EN4.1 outcome will be used for this category. Habitat restoration work will create and improve ecosystems for wildlife and increase the habitats resilience to flooding and other natural disasters. To help restore habitats, members will also create native plantings.

To help restore habitats, members will create native plantings; this will restore pollinator habitat and connectivity throughout the urban landscape. Once planted, the members will be responsible for maintaining these plantings which will include scheduled weeding, watering, trimming, and mulching. Members will also assist with tree plantings throughout the city to counteract the devastating effects of Emerald Ash Borer. Native plantings, including tree, shrub, grass, and perennial plantings, will comprise 25% of the member time. In addition to creating more pollinator habitat, native plantings will also increase the resilience of natural habitats to flooding and other natural disasters.

Inventory and survey efforts of the City parks and greenways will encompass 10% of member time. It is expected that members will survey 25 acres for the presence and abundance of frog and toad species. Parks and greenways will be surveyed for invasive and native plant communities; approximately 75 acres will be covered. New trail maps will be developed through additional mapping efforts. These efforts will help prioritize critical habitats that require immediate preservation and restoration.

On the job training along with scheduled training events will cover 10% of the member time. These trainings may include, bee identification, bird survey protocols, use of GIS (Geographic Information System), GPS (Global Positioning System) use and mapping, conflict management, career panels and mock interviews, first aid/CPR and wildland first aid. In addition, members will have the opportunity to learn and train in animal husbandry at the Bay Beach Wildlife Sanctuary Animal Rehab Center.

The remaining 10% of the member time will include volunteer outreach and event planning, as well as educational programs focused on environmental and conservation topics. Members will plan numerous volunteer event days including days of service such as Earth Day and Make a Difference Day. These volunteer days will focus on habitat restoration work such as invasive species removal, native planting maintenance and installation, and trail maintenance. Through these events, members will leverage 100 volunteers. In addition, there will be at minimum 4 educational programs planned and presented by members to the community. These programs will have a goal of increasing the environmental awareness in topics presented. Programs will primarily be offered on Saturdays and be

approximately 30 minutes to one hour in length.

The GBCC will have numerous partners within and around the city. Eric Genrich, the Mayor of Green Bay, is supportive of the GBCC program and prioritizes increasing conservation and green infrastructure throughout the city. Additionally, the GBCC will partner with the Oneida Nation on the westside of the City for recruitment of members and educational programs. Non-profit organizations like the Baird Creek Preservation Foundation, the Fox-Wolf Watershed Alliance, and Ducks Unlimited will also partner with the GBCC.

Through the member activities, the biodiversity and ecosystem health of Green Bay parks and greenways, and access to them, will increase. In addition, the community will become more aware of the environmental struggles that the City faces.

The GBCC program will be in the pre-preliminary tier of evidence. This is an evidence-informed program since it will be a unique program design within the Green Bay community but draws from proven program models in other organizations. Evidence used to create the GBCC program include expert classification and recommendation of Green Bay habitats, work completed by volunteer groups within Green Bay, work completed by City park maintenance workers, and work completed by Baird Creek Preservation Foundation. Evidence from the established AmeriCorps program based in La Crosse, Wisconsin, WisCorps helped guide the GBCC program design. The crew structure of the GBCC resembles that of WisCorps with a crew leader taking the lead in the field with crew members to create a core crew dynamic.

c. Notice Priority

The GBCC program fits within the Environmental stewardship and climate change funding priority. Principally, the program satisfies the conservation and habitat preservation section of the funding priority.

d. Member Experience

While serving in the GBCC, members will gain skills for future career paths and develop as leaders. Numerous training opportunities have been planned, such as those listed above. GBCC members will also have access to online training opportunities through On3Learn and CIVMIC. In addition to trainings, members will have the opportunity to plan and lead volunteer events as well as educational programs within the community. These opportunities will be designed to develop key leadership skills amongst the members.

GBCC will also foster a welcoming member atmosphere. Planned team building events, outside service hours, will take place at least once per month to allow members an opportunity to socialize

and build relationships. Each member will be provided with a Green Bay Metro card to familiarize themselves with the city and travel throughout the city.

This program will also have two GBCC members serving in the Crew Lead position. This position will gain leadership skills by leading a crew daily to reach weekly goals set by the Conservation Corps Coordinator (CCC). However, Crew Leads will not provide supervision or preform any supervisor tasks.

Operating within a municipality allows the GBCC to utilize numerous programs that are already established to guarantee an inclusive and diverse culture like the Diversity and Inclusion Coordinator and Human Resources.

The GBCC will recruit within the community at the numerous higher education organizations including the UW-Green Bay, St. Norbert College, Northeast Wisconsin Technical College, and the UW-Oshkosh by attending career fairs and giving presentations to certain clubs and classes. The GBCC will recruit within local high schools and at local community events, such as the local farmer's market.

AmeriCorps programs and members may participate in disaster relief. There is no cap on the amount of time programs and members may spend on disaster relief efforts during the program year; however, programs will not engage in disaster relief on such a long-term basis that the program focus significantly changes. Disaster response on-site supervisors will track and verify AmeriCorps members activities and hours.

Our AmeriCorps members will be provided the opportunity for occasional service outside the focus of this program to participate in National Days of Service. These hours may be counted towards the member term of service if they do not interfere with their normal service hours or conflict with prohibited activities, the service is approved by the member's supervisor and program director, and the supervisor of the service activity signs an agreement certifying the service and hours performed.

Organizational Capability

a. Organizational Background and Staffing

The City of Green Bay (City) is an established local government organization. There are numerous Departments within the City that will play a crucial role in implementing the Green Bay Conservation Corps (GBCC) program. Specific Departments include Human Resources, Information Technology, Purchasing, and Parks, Recreation and Forestry (PRF). Overall, the City employs approximately 966 people.

Specific to the GBCC program, there will be 1 full-time staff member, the Conservation Corps

Coordinator (CCC), dedicated to the AmeriCorps program. Additional PRF staff will support the AmeriCorps program. These supporting staff include the Park Superintendent and park maintenance workers who will partner with the GBCC program on specific projects along with the City Forester and City Arborist, who will provide training and supervision on tree planting projects. The Design & Development division which includes a Park Planner and Civil Engineer will assist in guiding program priorities and project planning. PRF Administrative staff including the Financial/Office Manager will assist in program administrative duties as needed. Additionally, the Wildlife Sanctuary Superintendent and staff will support GBCC work and programs at the Bay Beach Wildlife Sanctuary.

GBCC members will report to the CCC; who reports to PRF Director. Oversight and monitoring for the program will be carried out by the CCC. In the field, the crew leader will provide direction to the other members, though not providing supervision or any supervisor duties. On occasion a designated park maintenance crew member may provide on-site oversight and monitoring. GBCC members will be supplied with GPS units that track the acreage and/or mileage of project progress and completion. These units will be updated and downloaded weekly to ensure accuracy. It will be the responsibility of the GBCC crew leader to ensure GPS units are with the crew and operating at all times.

The City has a detailed strategic Diversity, Equity, and Inclusion (DEI) plan. The strategic plan contains a five-point plan with processes for employee resource groups; educational programing; programming support; diversity, equity, and inclusion marketing, hiring and retention plan; and community partnerships. City policy chapter 1, section 1 states:

Assuring fair treatment of all applicants and employees in all aspects of personnel administration without regard to political affiliation, race, color, creed, religion, age, sex, sexual orientation, gender expression, gender identity, gender non-conformity, transgender status, disability, national origin, genetic information, ancestry, marital status, military service, arrest or conviction record, non-merit factors, or any other basis protected by state or federal law and with proper regard to their rights. Reasonable accommodations will be provided for disabled individuals who are otherwise qualified.

Recently, an Equal Rights Commission for the City has been created that meet monthly to address a myriad of topics and issues within the community.

b. Compliance and Accountability

As mentioned above, the City will hire a consultant to train all staff to ensure proper compliance with AmeriCorps rules and regulations including those related to prohibited and unallowable activities. With knowledgeable staff, the CCC will be responsible for oversight of continued compliance with AmeriCorps regulations.

A monthly meeting between PRF division heads and the CCC will allow for continued updates on the program and ensure compliance throughout the program for all City staff.

As it pertains to financial responsibility, the CCC will implement all required purchasing, reports, and tracking. These documents will be reviewed by the PRF Financial/Office Manager, as well as the City Finance Department. Through multiple people and departments, it is ensured that the program implementation will be continually checked for mismanagement and waste. The City also contracts an external party to audit the PRF Department on an annual basis.

Through numerous departments and mechanisms, the GBCC will continually be reviewed for effectiveness and efficiency.

c. Culture that Values Learning

Every five years the Park, Recreation and Forestry (PRF) Department updates the Parks, Recreation and Open Space Plan. This document directs the capital improvements and maintenance goals of the Department. While updating the plan, the PRF Department gathers data from the previous years as well as public input to direct the next Plan. City Council and Parks Committee review, revise and approve the plan each cycle. The GBCC will be included in these 5-year planning efforts and therefore will be reviewed and evaluated regularly. Performance measures EN4 (EN4.1) and EN5 (EN5.1) will be used along with additional data collected throughout the program year. Additional data collection will include number of volunteers, community participation in education programs, acres of native plantings, number of trees planted, and the public's input of program outcomes.

The City currently has a Resiliency Coordinator and a Sustainability Commission who work to identify key priorities for the City. This upcoming year, they are offering the citizens of Green Bay the opportunity to receive a rain barrel. It is anticipated that the GBCC members will offer help installing these barrels to those who request it.

The City recently started incorporating an organization-wide Strategic Plan on an annual basis. This Strategic Plan is governed by the Mayor's initiatives and adopted by each Department. This strategic plan allows for more regular progress reporting and evaluation to ensure the Plan's goals are met.

d. Member Supervision

The City is planning to hire a consultant to create an AmeriCorps 101 training for all GBCC supervisors and interested City staff. This training will prepare staff to follow AmeriCorps and program regulations, priorities, and expectations.

GBCC members will receive training from the CCC as well as from experienced park maintenance workers who have been employed with the city for numerous years. The GBCC will be led in the field

by a Crew Leader who will assist members in day-to-day operations. A weekly meeting will be held on Mondays with all members and the CCC. This meeting will allow the members to understand what is expected of them each week with weekly goals and tasks. Also, progress reporting will be addressed each week in these meetings so that the program continues to meet outcome goals. It will also be an opportunity for members to receive additional guidance if needed.

A monthly meeting will occur with the CCC and the PRF staff to inform the staff of the Conservation Corps accomplishments and tentative plans. This will allow for partnership opportunities to be addressed and planned to accomplish projects more efficiently with park staff.

Cost Effectiveness and Budget Adequacy

See budget.

Evaluation Summary or Plan

N/A.

Amendment Justification

N/A.

Clarification Summary

FY2022 Match Replacement $10,000.

Continuation Changes

The City of Green Bay (City) proposes to have 23 AmeriCorps members, an increase of two AmeriCorps members from the previous program year. These members will complete the same objectives as the previous program year in Green Bay, Wisconsin. At the end of the second program year, the AmeriCorps members will be responsible for 120 acres of park improvement and habitat restoration (an increase of 45 acres), 2 miles of trail improvement (no change), 300 acres surveyed and mapped for native and invasive plants (an increase of 200 acres), 50 community members with increased knowledge of environmental stewardship (no change), and an increased capacity of the Parks, Recreation, and Forestry department to maintain city parks. In addition, the AmeriCorps members will leverage 100 volunteers (no change) who will be engaged in managing natural areas and native plantings, as well as assisting in trail improvements.

The AmeriCorps investment of $378,083 ($662 decrease) will be matched with $124,929 ($4,522 increase) in public funding.

Narratives

Member Changes

In the previous program year, the City anticipated filling 6 full-time and 15 half-time slots. The City is proposing a change and increase in member slots to the following: 8 full-time, 5 half-time, and 10 quarter-time. This new design will allow the City to have better recruitment and completion of performance measures. Previously, the City saw more interest in full-time slots over half-time slots. Because of this, the City is increasing the full-time slots to 8 instead of 6. In addition, the previous 15 half-time slots were designed to fulfill summer positions. However, after further review this is not the correct slot type for the intended purpose. Therefore, the City is converting the 15 half-time slots into 5 half-time (year-round) slots and 10 quarter-time (summer) slots. This will allow members adequate time to complete their required service hours. The addition of half-time slots running year-round will offer more flexibility to the large numbers of college students in the Green Bay area. Overall, the change in members and slots results in a decrease in MSY from 13.5 to 13.15. This decrease in MSY results in a decrease in AmeriCorps funds requested.

Staff Changes

After reviewing the program design, the City found that there was a need to add an additional staff member to the AmeriCorps program. This additional staff person would be titled "Field Assistant" and be responsible for daily supervision in the field of AmeriCorps members. The new staff member would also be responsible for training all members for field work and safety. Additionally, the staff person would assist with the weekly and monthly planning for the member projects. This additional staff member will increase the efficiency and effectiveness of the program overall by allowing the Conservation Corps Coordinator to focus more on program compliance, requirements, and seek more community partnerships and funding sources.

Additionally, per City policy, the Conservation Corps Coordinator will advance in the pay scale to Step 2 which will result in an increase.

Performance Measure Changes

With no comparable AmeriCorps program, the City set previous performance measures based on volunteer groups in the area. After gathering program-specific evidence, the City can more effectively set performance measures. In quarter one of the previous program, AmeriCorps members (6) were able to treat 52.3 acres of parks resulting in improving 45 acres of parks. This was nearly 60% of the yearly PM target. Therefore, the City is confident in increasing the PM for park land treated (EN4.0)

and park land improved (EN4.1) to 140 acres and 125 acres, respectively.
Though not a recorded performance measure, the City increased the expected acres of parks surveyed. This is due to the quarter one statistic for the previous program year. In quarter one, AmeriCorps members were able to survey over 700 acres of park land. It is the goal in year two to continue this survey work with an additional 300 acres of park land surveyed.

Budget Changes
Line by line changes in budget are as follow:
Personnel Expenses:
* Conservation Corps Coordinator -- Consultant reviewed position and recommended a pay grade of $24.99/hour (lower than previously budgeted). However, in the coming year, staff will advance to step 2 of pay grade ($27/hour). Resulting in an overall decrease from $61,089 to $56,160.
* Addition of Staff (Field Assistant) -- After year one, it was determined that the program required an additional staff person to increase its effectiveness and efficiency. Resulting in an increase from $0 to $44,928.
* Fringe Benefits -- Due to changes in staffing, fringe benefits increased from $16,125 to $39,673.
Staff Travel:
* The City found it to be more efficient to lease a City Truck instead of reimbursing staff mileage. Resulting in an increase from $2,925 to $3,600.
* With an additional staff member, AmeriCorps Development Training increased from $2,005 to $2,200.
* The City is choosing not to claim in-kind metro bus passes as match. This line item was removed resulting in a decrease from $6,318 to $0.
Equipment: No changes.
Supplies:
* Most supplies purchased in year one are usable in year two, such as mapping devices and hand tools. Therefore, there is a decrease in need for those supplies and results in a significant budget decrease from $44,497 to $13,155.
Contractual Services:
* There is no need in year two for contractual services. This is a large decrease from $10,000 to $0.
Training:
* Changes in member training include adding herbicide applicator certification. All additional training

will be completed in-house. Resulting in an overall decrease from $4,945 to $2,560.

Evaluation: no changes.

Other Operating Costs:

* Slight changes for operating costs are a direct result of increasing member numbers. Overall increase from $2,820 to $3,082.

Member Costs:

* Changes in this section directly reflect the change in member slots and numbers. Overall, a decrease from $339,815 to $333,272.

Grant Characteristics

Report to the
Parks Committee of the City of Green Bay

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # R.6

To approve a stormwater outfall/access easement with the Green Bay Area Public School District for Southwest High contingent upon the review and approval of the final easement agreement by the Law Department.

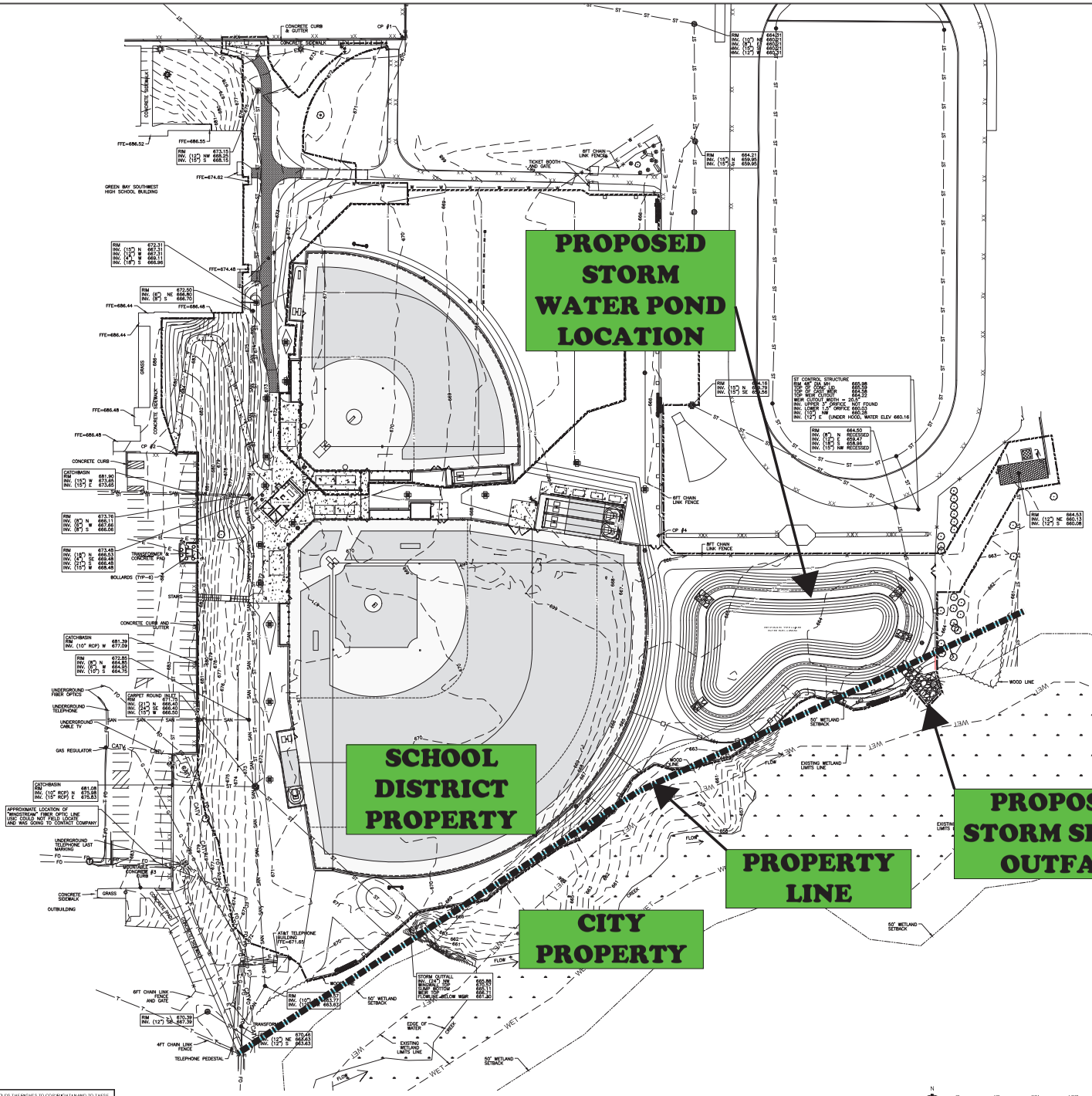
BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 23.015_GB-SW_C400-Property Line Review 8.5x11 L



SITE GRADING AND EROSION CONTROL - LEGEND

- PROPOSED CONTOURS — 671
- EXISTING CONTOURS — 671
- PROPOSED SPOT ELEVATION — 671.00
- MATCH EXISTING SPOT ELEVATION — MX
- PROPOSED BACK OF CURB / PROPOSED FLOW LINE — BC / FL
- PROPOSED SYNTHETIC TURF FINISH GRADE / PROPOSED TOP OF CONCRETE CURB & NAILER / PROPOSED SYNTHETIC TURF SUBGRADE — FG / TOC / SG
- PROPOSED RIM ELEVATION — R
- TEMPORARY TRACKING PAD — 1 C607
- CONCRETE TRUCK WASH AREA — 2 C607
- INLET PROTECTION — 3 C607
- SILT FENCE — 4 C607
- SILT FENCE OUTLET — 5 C607
- EROSION MAT CLASS I - TYPE A — 6 C607
- TEMPORARY DITCH CHECK USING ROCK BAGS — 7 C607
- LIMITS OF BASE BID CONSTRUCTION
- LIMITS OF ALTERNATE #A1 CONSTRUCTION

SITE GRADING AND EROSION CONTROL - GENERAL NOTES

1. GRADE, LINE, AND LEVEL TO BE REVIEWED IN THE FIELD BY THE PROJECT MANAGER.
2. THE CONTRACTOR SHALL NOTIFY THE LOCAL GOVERNMENT EROSION CONTROL INSPECTOR AT LEAST 2 DAYS PRIOR TO THE START OF SOIL DISTURBING ACTIVITIES.
3. THE SITE CONTRACTOR SHALL INSTALL AND MAINTAIN ALL EROSION CONTROL ELEMENTS IN ACCORDANCE WITH THE DEPARTMENT OF NATURAL RESOURCES AND THE LOCAL GOVERNING AUTHORITIES REGULATIONS.
4. PLACE INLET PROTECTION UNDER THE PROPOSED AND EXISTING CATCH BASINS, MANHOLES, AND INLETS GRATES FOR THE DURATION OF CONSTRUCTION.
5. AT LEAST ONE HALF THE FINAL DESIGN DEPTH OF ANY BIOFILTERS, RETENTION PONDS AND/OR DETENTION PONDS SHALL BE EXCAVATED EARLY IN THE PROJECT TO TRAP SEDIMENT. ON/OR FINAL STABILIZATION OF THE SITE HAS BEEN ACHIEVED, ANY BIOFILTERS, DETENTION PONDS AND/OR RETENTION PONDS SHALL BE EXCAVATED TO THEIR FINAL PLANNED VOLUME.
6. ALL ACTIVITIES SHALL BE CONDUCTED IN A LOGICAL SEQUENCE AS TO MINIMIZE THE AMOUNT OF BARE SOIL EXPOSED AT ANY ONE TIME. MAINTAIN EXISTING VEGETATION AS LONG AS POSSIBLE.
7. PLACE TEMPORARY SEED IF DISTURBED AREAS WILL NOT BE RESTORED IMMEDIATELY AFTER ROUGH GRADING. TEMPORARY SEED SHALL BE PLACED IN ACCORDANCE WITH SECTION 630 OF THE STATE OF WISCONSIN STANDARD SPECIFICATIONS FOR HIGHWAY AND STRUCTURE CONSTRUCTION.
8. INSPECT ALL EROSION CONTROL ELEMENTS WEEKLY OR AFTER STORM EVENTS OF 1/2" OF RAIN OR GREATER AND DOCUMENT IN ACCORDANCE WITH THE REQUIREMENTS OF THE DEPARTMENT OF NATURAL RESOURCES.
9. DISTURBED GROUND OUTSIDE OF THE EVERYDAY CONSTRUCTION AREA, INCLUDING SOIL STOCKPILES LEFT INACTIVE FOR MORE THAN 7 DAYS, SHALL AT A MINIMUM BE TEMPORARILY STABILIZED BY SEEDING/MULCHING OR OTHER METHODS APPROVED BY THE LOCAL GOVERNING AUTHORITY/ EROSION CONTROL INSPECTOR.
10. ALL OFF SITE SEDIMENT DEPOSITS OCCURRING AS A RESULT OF CONSTRUCTION WORK OR A STORM EVENT SHALL BE CLEANED UP BY THE END OF EACH DAY. FLUSHING SHALL NOT BE ALLOWED.
11. ALL SEDIMENT LADEN WATER PUMPED FROM THE SITE SHALL BE TREATED BY A TEMPORARY SEDIMENT BASIN OR BE FILTERED BY OTHER APPROVED MEANS. WATER SHALL NOT BE DISCHARGED IN A MANNER THAT CAUSES EROSION OF THE SITE OR RECEIVING CHANNELS. DEWATERING PRACTICES FOR SEDIMENT CONTROL SHALL BE DONE IN ACCORDANCE WITH TECHNICAL STANDARD 1061.
12. EROSION CONTROL DEVICES DESTROYED AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE END OF THE WORK DAY.
13. TEMPORARY EROSION CONTROL MEASURES SHALL BE REMOVED AT THE CONCLUSION OF CONSTRUCTION AFTER STABILIZATION OF DISTURBED SOIL HAS OCCURRED.
14. ALL WASTE AND UNUSED BUILDING MATERIALS SHALL BE PROPERLY DISPOSED OF AND NOT ALLOWED TO BE CARRIED OFF-SITE BY RUNOFF OR WIND.
15. SEED / FERTILIZE / AND CRIMP MULCH ALL GENERAL LANDSCAPE AREAS DISTURBED DURING CONSTRUCTION IN ACCORDANCE WITH THE PROJECT MANUAL SPECIFICATIONS AND WITHIN 3 WORKING DAYS OF FINAL GRADING, UNLESS NOTED AS SOD AS SHOWN ON SHEET C600.
16. ALL EROSION CONTROL ELEMENTS SHALL REMAIN IN PLACE UNTIL A SUFFICIENT GROWTH OF GRASS IS ESTABLISHED IN ALL GENERAL LANDSCAPE AREAS, AND THEN REMOVED BY THE SITE CONTRACTOR.
17. IN THE CASE OF LATE SEASON AND WINTER CONSTRUCTION, RESTORATION/LANDSCAPING OF THE SITE SHALL OCCUR NO LATER THAN JUNE 1ST OF THE NEXT CONSTRUCTION SEASON. EROSION CONTROL MEASURES SHALL REMAIN IN ACT UNTIL FINAL RESTORATION OF THE SITE IS COMPLETE. FABRIC INSIDE THE INLET AND CATCH BASIN GRATING SHALL BE REMOVED AS SOON AS FREEZING WEATHER OCCURS SO DRAINAGE IS NOT IMPAIRED THROUGHOUT THE WINTER MONTHS. ALL EROSION CONTROL PRACTICES REMOVED OR DAMAGED DUE TO WINTER WEATHER SHALL BE REPLACED IN THE SPRING IMMEDIATELY AFTER THE THAW.
18. MATCH GRADES ARE APPROXIMATE. CONTRACTOR TO VERIFY MATCH GRADES AND CONFIRM DESIGN INTENT PRIOR TO CONSTRUCTION OF FINISHED GRADES.
19. ANY SOIL STOCKPILES THAT REMAINS FOR MORE THAN 30 DAYS SHALL BE COVERED OR TREATED WITH STABILIZATION PRACTICES SUCH AS TEMPORARY OR PERMANENT SEEDING AND MULCHING.
20. A MINIMUM OF 6 INCHES OF TOPSOIL MUST BE APPLIED TO ALL AREAS TO BE SEEDED OR SODDED.
21. WHEN THE DISTURBED AREA HAS BEEN STABILIZED BY PERMANENT VEGETATIVE OR OTHER MEANS, TEMPORARY BEST MANAGEMENT PRACTICES SUCH AS SILT FENCES, STRAW BALES AND SEDIMENT TRAPS SHALL BE REMOVED AND THESE AREAS STABILIZED.
22. ALL TEMPORARY BEST MANAGEMENT PRACTICES SHALL BE MAINTAINED UNTIL THE SITE IS STABILIZED.
23. WIND EROSION SHALL BE KEPT TO A MINIMUM DURING CONSTRUCTION. WATERING, MULCH OR A TRACKING AGENT MAY NEED TO BE UTILIZED TO PROTECT NEARBY RESIDENCES/WATER RESOURCES.

CONSTRUCTION EROSION CONTROL SEQUENCE

CONSTRUCTION ACTIVITY	SCHEDULED CONTROL MEASURES
1. CONSTRUCTION ACCESS	FIRST LAND DISTURBING ACTIVITY - TRACKING PAD WILL BE CONSTRUCTED AT THE ENTRANCE(S) TO THE SITE. BARE AREAS USED FOR CONSTRUCTION STAGING/PARKING WILL BE STABILIZED WITH GRAVEL AS CONSTRUCTION TAKES PLACE.
2. SILT FENCE AND SILT FENCE OUTLETS	INSTALL SILT FENCE AND SILT FENCE OUTLETS AT LOCATIONS INDICATED ON THE PLANS. INSTALL INLET PROTECTION UNLESS EXISTING INLETS IMMEDIATELY AFTER PROJECT SITE IS ACCESSED.
3. EROSION MAT, POLYMER BLOCKS	INSTALL EROSION MAT, POLYMER BLOCKS AND ADDITIONAL PRACTICES OUTLINED ABOVE AS NECESSARY DURING GRADING. ESTABLISH AREAS FOR PREVENTING THE TRANSPORT OF CHEMICALS, CEMENT, AND/OR BUILDING COMPOUNDS INCLUDING WASH WATER FROM VEHICLES SUCH AS CONCRETE TRUCKS.
5. RUNOFF CONVEYANCE SYSTEM	INSTALL PRINCIPAL RUNOFF CONVEYANCE SYSTEM WITH RUNOFF CONTROL MEASURES. STABILIZE STORM DRAINS, INSTALL INLET AND OUTLET PROTECTION AS EARLY AS POSSIBLE.
6. LAND CLEARING AND GRADING - SITE PREPARATION, CUTTING, FILLING, GRADING AND TOPSOIL STOCKPILES.	BEGIN MAJOR CLEARING AND GRADING AFTER PRINCIPAL EROSION CONTROL PRACTICES HAVE BEEN INSTALLED. CLEAR AND GRADE ONLY AS NEEDED. INSTALL ADDITIONAL MEASURES AS NECESSARY SUCH AS SILT FENCE OR SPRAYED POLYMER AROUND TOPSOIL STOCKPILES. AREAS WITHIN 31 FEET OF STATE WATER BODIES WILL BE STABILIZED WITH EROSION MATS. MARK TREES AND BUFFER AREAS FOR PRESERVATION. AT LEAST ONE HALF THE FINAL DESIGN DEPTH OF ANY BIOFILTERS, DETENTION PONDS OR RETENTION PONDS SHALL BE EXCAVATED EARLY IN THE PROJECT TO TRAP SEDIMENT.
7. SURFACE STABILIZATION - TEMPORARY AND PERMANENT SEEDING, AND MULCHING.	APPLY TEMPORARY OR PERMANENT STABILIZATION MEASURES IMMEDIATELY ON ALL DISTURBED AREAS WHERE WORK IS DELAYED OR COMPLETE.
8. LANDSCAPING AND FINAL STABILIZATION - TOPSOILING, TREES AND SHRUBS, PERMANENT SEEDING, MULCHING, SODDING, RIP RAP	LAST CONSTRUCTION PHASE, STABILIZE ALL OPEN AREAS, INCLUDING BORROW AND SPOIL AREAS. REMOVE AND STABILIZE ALL TEMPORARY PRACTICES. ONCE FINAL STABILIZATION OF THE SITE HAS BEEN ACHIEVED, ANY BIOFILTERS , DETENTION PONDS AND/OR RETENTION PONDS SHALL BE EXCAVATED TO THEIR FINAL PLANNED VOLUME.
9. WINTER STABILIZATION - IN THE EVENT THE PROJECT IS NOT COMPLETE BEFORE NOVEMBER 2023	APPLY SPRAYED POLYMER AROUND STOCKPILES AND OPEN AREAS NOT YET STABILIZED. MONITOR PER SUPPLIER RECOMMENDATIONS. SEEDING - PERMANENT SEEDING IF DONE BEFORE SEPTEMBER 15, TEMPORARY SEEDING THEN RESEED IF DONE BETWEEN SEPTEMBER 15 AND OCTOBER 15; DORMANT SEED AFTER OCTOBER 15.

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REV	DATE	ISSUED FOR
	05/17/23	BID

DRAWN: DVON EBERS
CHECKED: M.HELMRICK
DOCUMENT NO. 23,015

RETTLER corporation
N19 W Business Park Drive, Sussex Park, WI 53482
phone: 262.544.0118 fax: 262.544.0106
email: info@rettler.com, website: www.rettler.com

GREEN BAY SOUTHWEST HIGH SCHOOL
BASEBALL & SOFTBALL FIELD
REDEVELOPMENT PROJECT
SITE GRADING & EROSION CONTROL PLAN
- OVERVIEW

GREEN BAY AREA PUBLIC SCHOOL DISTRICT
200 SOUTH BROADWAY
GREEN BAY
WISCONSIN 54303

C400

Report to the
Parks Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # R.7

To approve up to $250,000 from the Bay Beach Development Account to hire a contractor to complete the necessary site work for the NebulaZ ride at Bay Beach Amusement Park.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Personnel Committee of the City of Green Bay

MEETING DATE	PREPARED BY
June 27, 2023	

AGENDA ITEM # S.1

To approve the addition of the Conservation Corps Field Assistant position to the Parks, Recreation, and Forestry Department table of organization effective September 1, 2023.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2024 AmeriCorps Grant Memo
2. Field Assistant Job Description 6-12-23

Parks, Recreation & Forestry Department
100 North Jefferson Street • Room 510
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3365
Fax 920.448.3393

To: Personnel Committee

From: Dan Ditscheit, Parks Director
Joseph Faulds, Chief of Operations

Date: 6/12/2023

Re: Proposed Conservation Corps Field Assistant Position

RECOMMENDATION

Human Resources and the Parks Department is requesting to add a Conservation Corps Field Assistant position to the Parks Department table of organization. This will be a Non-Exempt position that is proposed to be placed at Pay Grade F. This position would be effective on September 1, 2023 to be consistent with the AmeriCorps grant cycle.

BACKGROUND

In July of 2022, the City of Green Bay received an AmeriCorps State Grant in the amount of $378,745. This funding was used to hire 1 full time Conservation Corps Coordinator position, 6 full-time AmeriCorps members, and 15 summer AmeriCorps members. The Green Bay Conservation Corps filled all these positions and reached 100% recruitment. The Corps is responsible for completing trail maintenance, habitat management, community outreach, and maintaining all native plantings within the parks, trails, and greenways managed by the City of Green Bay Parks, Recreation and Forestry.

The anticipated outcomes for this new program for the first year included improving 3 miles of trails, restoring 75 acres of habitat, inventorying over 100 acres of parks and greenways, leveraging over 100 volunteers, and providing a minimum of 4 educational programs for the public. As of June, the Conservation Corps has surpassed every outcome with improving 3.5 miles, removing over 100 acres of invasive species, inventorying over 800 acres, leveraging over 170 volunteers, and hosting 5 educational events with an additional 2 planned in the coming months. The current program year still has 3 months left of service to increase these numbers further.

The City received a 3-year grant award, but each year the budget needs to be revised and resubmitted to AmeriCorps for approval and the grant contract is renewed each year. The City recently received notification that the second program year grant was awarded to the City of Green Bay in the amount of $378,573. Because this is a new program, staff re-evaluated the effectiveness of the program needs and proposed the following changes to the budget for the second year of operation. This second-year grant includes increasing the number of AmeriCorps

members to 8 full-time, 5 part-time, and 10 summer for a total of 23 AmeriCorps members (an increase of 2 members). The grant also includes the addition of a second City staff member (Field Assistant), to assist with managing the program.

The proposed Field Assistant position will assist with the daily management, supervision, and training of the AmeriCorps members. Currently, the Conservation Corps Coordinator along with 2 full time AmeriCorps crew leaders cover these responsibilities. We have determined that this current supervisory structure does not allow the Conservation Corps Coordinator adequate time to complete other required duties such as seeking additional grant funds, grant management, public engagement, and ongoing recruitment efforts. Adding the Field Assistant position will increase the overall efficiency of the Conservation Corps program and will improve the field supervision and training of the 23 AmeriCorps Members.

We are not asking the Personnel Committee to review and approve the grant contract. This will be done at next week's Parks Committee meeting. The request to the Personnel Committee is to approve the addition of the proposed Conservation Corps Field Assistant position to the Park Department Table of Organization.

FISCAL IMPACT

Per grant requirements, the program runs from September – August annually. If the grant is approved by the Parks Committee, the additional staff person would preferably start in September to align with the AmeriCorps program year. In 2023, $86,425 was added to the 2023 City Budget to implement the program. This would result in a need of an additional $9,436.79 added to our 2023 budget. We will be able to absorb these costs within our existing budget.

Approving the grant award and adding this position will also result in a 2024 financial impact of approximately $44,813.

Estimated	**2024 Grade F**
Salary	$44,928
FICA	$7,817
WRS (General)	$3,055
Life Insurance	$75
Health Insurance	$17,550
Dental Insurance	$1,043
TOTAL COMPENSATION	**$74,468**

Please note that if the City approves the grant award and chooses to not add this position, we would still have to add $29,253 to the 2024 budget. This is primarily due to a loss of a one-time in-kind match funding towards this grant. For the additional increase of $15,530 to the 2024 budget and adding this new position, we will drastically improve the day-to-day Conservation

Corps operations along with increasing the supervision of volunteer groups and Conservation Corps members.

JOB DESCRIPTION
City of Green Bay

Position Title:	Conservation Corps Field Assistant
Department:	Parks, Recreation & Forestry
Reports To:	Conservation Corps Coordinator
Status:	Non-Exempt
Salary Range:	Pay Grade F
Job Summary:	Responsible for supervising all AmeriCorps members serving on the Green Bay Conservation Corps at various jobsites throughout the City.
Essential Functions:	1. Work with Conservation Corps Coordinator to set daily tasks for City AmeriCorps members and various volunteer groups. 2. Supervise and direct AmeriCorps members and volunteer groups in the field. 3. Plan, organize, and implement community events to include volunteer days, days of service, and educational programming. 4. Maintain, improve, and create trail systems through grading, vegetation removal, and mowing. Remove flooding debris near river trails when necessary. 5. Assist in small construction projects such as building/replacing boardwalks. 6. Perform plant maintenance and installation work including grading, seeding, mowing, watering, weeding, mulching, and trimming. Plant trees, shrubs, flowers, and bulbs. 7. Treat invasive species by cutting, hand pulling, and/or herbicide applications. 8. Map various habitats, invasive species, and trail systems. Conduct vegetation and wildlife surveys. 9. Identify needs and methods for training AmeriCorps members and volunteers. 10. Operate City vehicles and equipment. 11. Perform routine cleaning and maintenance work on vehicles and equipment. 12. Attend meetings with stakeholders to develop and maintain community relationships and linkages to assure program success. 13. Maintain systems for data tracking and documentation for the AmeriCorps Grant. 14. Follow the comprehensive plan for recruiting AmeriCorps Members. 15. Work with philanthropic organizations to explore opportunities that establish and enhance the AmeriCorps program. 16. Follow all policies, procedures, and the philosophy that is set forth by the City of Green Bay Parks, Recreation, & Forestry Department. 17. Perform other duties as assigned.
Knowledge, Skills And Abilities	▪ Knowledge of park and trail maintenance practices and procedures, including equipment maintenance. Knowledge of safety practices related to general labor and equipment operation. ▪ Skills and knowledge of cleaning and maintenance. Skill and ability to operate and maintain Department equipment and tools. Skill and ability to keep routine records. ▪ Ability to work outdoors in all weather conditions. ▪ Display a positive attitude and passion for conservation. ▪ Ability to communicate effectively, both orally and in writing.

	▪ Ability to utilize a computer and the required software, such as Microsoft Office and GIS-related software. ▪ Ability to maintain effective working relationships with staff and the public.
Minimum Education and Experience	▪ High school diploma or equivalent; associate or bachelor's degree preferred but not required ▪ 1-3 years' experience in parks, environmental science, conservation, grant management or a related field. ▪ Valid driver's license and good driving record. A combination of equivalent experience and/or education may be considered.
Physical Requirements	▪ Ability to perform the following activities: o Lifting and carrying up to 30 pounds. o Frequent walking, standing, bending, and sitting. o Ability to focus for long period of time on projects. o Ability to reach, stoop and lift. o Ability to work in varied environmental conditions.

The above is not to be construed as an exhaustive statement of duties, responsibilities, or requirements. I have read the above position description and understand the duties and responsibilities of the position.

_____ _____

Employee Name (Print) Date

_____

Employee Signature

Report to the
Public Arts Commission of the City of Green Bay

MEETING DATE	PREPARED BY
June 27, 2023	Laura Schley, Staff

AGENDA ITEM # T.1

To approve the collaborative community mosaic design proposed by Downtown Green Bay Inc. to be located at 238 Walnut Street.

BACKGROUND

Downtown Green Bay, Inc. is proposing the creation of a clay mosaic to be created as a community art project during Artfest GB on the weekend of July 28-30, 2023, that will be finalized and ready for installation approximately one month later. This is a collaboration between Downtown Green Bay, Inc., NWTC Artisan Center, and artists Don Krumpos and Keith Carter.

Downtown Green Bay has received a grant from the Wisconsin Arts Board to fund the project and has received approval from the Public Works Department to display the mosaic on the south-facing wall of the Cherry Street Pine Ramp located at 238 Walnut Street. The mosaic will measure roughly 3' high by 30' long and 3-4" deep from the face of the wall. The mosaic will be installed on the upper portion of the wall to deter weathering and damage from snow removal.

The mosaic will be constructed in segments consisting of clay tiles adhered to wood panels with Loctite PL500 landscape construction adhesive. Liquid nails Fuze It All Surface may also be used if needed. The type of wood panels will be BCX Sanded Plywood – Interior/Exterior BC grade and will be made up of approximately 2'x4' segments. Each segment will weigh up to 100 lbs. If necessary, a French cleat system may be used at the top and bottom to be screwed into place. Segments will be attached to the wall using Red Head T7+ Concrete Adhesive Anchor with Red Head Trubolt Wedge Anchors (1/4" x 2 1/4"). The distance between the anchors will be every 12" as needed. All holes will be drilled into the mortar of the bricks to preserve the integrity of the bricks.

Final approval of the artwork design from the Public Arts Commission is needed prior to the project starting and artwork placement. A maintenance agreement will be included in Downtown Green Bay Inc's agreement with the artists and will include a recommended maintenance timeline and a list of materials used.

The subject matter of the piece will be focused on nature and will likely include water imagery (the river), trees and flowers, and perhaps fauna such as butterflies or small mammals like fish or birds. Don Krumpos has developed the design, while Keith Carter will be focused on the construction of the clay mosaic. Further details on the artwork description, artist bios, and previous work examples can be found in the agenda packet.

RECOMMENDATION

To be determined at meeting

FISCAL IMPACT

ATTACHMENTS

1. DGBI Community Clay Mosaic Proposal

Downtown Green Bay Community Clay Mosaic Proposal Materials

Artist Bio's

Don Krumpos- Design Artist

Don grew up on an old hobby farm in Northeast Wisconsin cobbling together inventions from his father's cast-iron machinery and developing a kinship for bric-a-brac and found objects. He is an art educator and makes work that embraces the spectacle of live performance and the participatory nature of the art-making and viewing process. He also runs The Yonder studio and gallery in Algoma to showcase artworks by regional and national artists and create meaningful and accessible art-based experiences for the public.

Keith Carter- Ceramic Artist

Keith has over 20 years of experience working with clay, along with a BFA from Central Missouri and MFA from Southern Illinois Carbondale. As an instructor, he strives to create an atmosphere for his students that fosters experimentation and innovation with a relaxed and organic approach. Keith's focus is on the combination of hand-building and wheel-throwing techniques.

Previous Work Samples

Community Mosaic Description

The clay mosaic will be nature focused highlighting several elements likely including a river, trees and flowers along with several insects and wildlife animals.

Concept Design for Community Mosaic

Below is a rough rendering of the placement and what the clay mosaic will look like.

Report to the
Public Arts Commission of the City of Green Bay

MEETING DATE	PREPARED BY
June 27, 2023	Laura Schley, Staff

AGENDA ITEM # T.2

To amend the Art Grant application to a rolling schedule.

BACKGROUND

During the March 22, 2023, regular meeting of the Green Bay Public Arts Commission, materials for the American Rescue Plan Act (ARPA)-funded Art Grant Program were approved.

Initially, program materials were developed with an annual application deadline for several years of grant funding.

Due to input received from artists and local organizations and with an interest in expediting the dispersal of these funds to encourage artistic engagement, spur economic vibrancy, and revitalize Green Bay through the arts, the staff is recommending amending the program to receive and award applications on a rolling basis until allocated funds are depleted.

RECOMMENDATION

Staff recommends approval to amend the Art Grant Program to a rolling application.

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Public Arts Commission of the City of Green Bay

MEETING DATE	PREPARED BY
June 27, 2023	Laura Schley, Staff

AGENDA ITEM # T.3

To review and approve the amended Percent for Art project proposal "Steps" for the City East project. (Referred back to the Commission by Common Council during their June 6, 2023, regular meeting.)

BACKGROUND

The City of Green Bay Redevelopment Authority (RDA) passed Resolution 19-03 Regarding Percent for Art, which states:
That Development Agreement language for Projects with TIF incentives shall institute a "Percent for Art" obligation that requires the Developer to include a budgetary line item of not less than one percent (1%) of the estimated aggregate assessed value of the Property, which shall be specifically dedicated towards:

1. Public Art on the Property,
2. Public Art within one-half (1/2) mile of the Property,
3. a separate Public Art project(s) approved by the RDA and GBPAC, or
4. funds for the design and maintenance of Public Art, or any combination of the alternatives herein.

City East has selected the option of placing Public Art on the Property and is proposing the creation of a permanent sculpture, *Steps*, to be located at the 1100 Block E Walnut Street. Application materials for the proposed sculpture include an itemized artwork budget, an artist resume, an artist statement, the visual proposal of work and site placement, and a preliminary project timeline and maintenance plan. All application materials are attached.

RECOMMENDATION

Staff recommends approval of MF Housing Partners LLC's proposed Percent for Art sculpture project - *Steps,* with modifications discussed during the meeting.

FISCAL IMPACT

ATTACHMENTS

1. City East Percent for Art Application - Steps

City of Green Bay
Department of Community and Economic Development

FINAL Application for Public Art in TIF Eligible Development

Permit #_____

TO BE SUBMITTED PRIOR TO OR WITH BUILDING PERMIT APPLICATION AND APPROVED BY PUBLIC ART COORDINATOR PRIOR TO ISSUANCE OF BUILDING PERMITS

ADDRESS OF PROPERTY 1100 Block E Walnut

ASSESSOR'S PARCEL NUMBER 14-195, 14-196,14-197, 14-198,14-199, 14-200, 14-201, 14-202

PROPERTY OWNER/ DEVELOPER
Name MF Housing Partners LLC
Address 229 E Washington St. Appleton, WI 54911
Phone 920-284-9094 Email tklister@foreinvestmentgroup.com

CONTACT PERSON
Name Tom Klister
Address 229 E Washington St. Appleton, WI 54911
Phone 920-284-9094 Email tklister@foreinvestmentgroup.com

ASSESSED VALUE OF PROJECT: $3,000,000 1% ART ESTIMATE: $30,000
**The assessed project value reported for compliance with public art requirements must reflect the valuations provided on all applicable building permit applications.*

For placing art on-site, within ½ mile of site, or separate public art project, submit the following information with this application:

- ☑ **Itemized artwork budget** (including enumeration of any consultant and subcontractor' fees)
- ☑ **Value of artwork to be placed on site** $30,000.
- ☑ **Artist's resume or C.V. and five (5) examples of past work** (of comparable quality, style and scale).
- ☑ **Artist's statement and description of proposed artwork** (Including conceptual approach and other relevant design information; roles and responsibilities of all art project partners)
- ☑ **Visual proposal** (Digital file full color rendering of the proposed artwork/design)
- ☑ **Materials and Methods Plan** (A detailed description of proposed materials and methods of installation deemed suitable for the site conditions; include samples or photo documentation of samples)
- ☑ **Project site plan, site photos and project mock-up** (Digital mockup or rendering indicating proposed artwork location within the development – to scale and in relation to all surroundings including landscaping, public rights-of-way, street frontage, parking lots, etc.) **NOTE:** Projects proposed for placement within the Public Right of Way require additional reviews and approvals; see below for more information
- ☑ **Artists' contract(s) and relevant subcontracts** (Including project scope, schedule, materials and methods, etc,)
- ☑ **Preliminary Maintenance Plan** (For long-term maintenance: identifying the responsible parties, anticipated maintenance milestones, etc. Final maintenance plans due upon completion of project)
- NA **Planning and Building Documentation Requirements** (List of anticipated Building Services requirements, including additional signage and building permits, insurance, etc.)
- NA **Community outreach documentation if applicable** (for Alternative Compliance and Public Right of Way Projects)

☑ **Timeline** (Project timeline that includes community outreach efforts, project development milestones, City reviews and installation schedule, if applicable)

☐ **Post Installation: Final Maintenance Plan, Covenant, Plaque and Photo documentation ****

Projects proposed for placement on City of Green Bay property, including the Public Right of Way, shall include all of the above plus the following:

☐ **Required Community Outreach/Support Documentation.** Demonstration of community notification/outreach and support for the proposed project (letters of support, meeting attendance lists, neighborhood surveys, etc.).

☐ **Insurance Documentation.** Provide evidence of insurance or a quotation for ongoing insurance coverage sufficient to indemnify the City of Green Bay for the lifetime of the artwork.

☐ **Permissions.** Relevant permits and written permission for use of the proposed site, including acknowledgement and review bodies). Please allow sufficient time to obtain appropriate permissions. Written permission must be obtained from the department head and any governing boards with jurisdiction over the project site, e.g. Green Bay Parks and Recreation, Green Bay Redevelopment Authority, Green Bay Public Works.

All submittals should be bundled into a single electronic Microsoft Word or PDF (digital) file for public distribution.

Projects proposed for placement on City of Green Bay property will require applicants to execute an agreement with the City for ongoing maintenance and include an Artist(s) Waiver of Proprietary Rights For Artwork Placed On City Property. Consult the Federal Visual Rights Act (VARA) for more information.

I certify that the above statements and information are true and that any submitted material, statements or plan designs are correct to the best of my knowledge.

Tom Klister	Tom Klister	4/17/2023
Property Owner/Developer (print name)	Property Owner/Developer (signature)	Date

Questions? Contact Laura Schley, Public Arts Coordinator: laura.schley@greenbaywi.gov / 920-448-3142

Community & Economic Development Department Attn: Public Arts Coordinator,
100 North Jefferson Street, Room 608, Green Bay, WI 54301

For City Use Only/Completed by the Arts Coordinator

Accepted by: _____ Date received: _____
**Attach GBPAC meeting minutes detailing Commission comments and decision on proposed project.*

City East "STEPS" Budget					
	Item		Quantity	Discription	Cost
	Materials (Sculpture)				
	Corten Steel			12 gauge sheet	3500
	Consumables			Shielding gas, wire, tungston, abrasives, electrodes, filler rods	1800
	Hardware			Fasteners and mounting hardware	380
	Base plate			1/2" steel plate	600
	Extra material			Templates, framing, ext	1000
	Stainless Steel			Polished to mirror finish	900
	Labor (Sculpture)				
	Fabrication			Fabrication of Sculpture, framing, prep and installation hardware	15020
	Engineering			Engineering development to determine structure and strength	2000
	Machining			Laser and water jet parts. Also machined metal componenets	1200
	Installation				
	Equipment rental			Tellahandler rental	1500
	Labor			Transportation, delivery and on site work	2100
				Total	**30000**

KENT HUTCHISON

Fabricating Artist

PERSONAL BACKGROUND

With over 15 years of experience creating large scale sculptures, murals and other art works for individuals, galleries and municipalities, Kent is also motivated to work on collaborative teams that develop a shared vision from multiple perspectives. Kent has a multidisciplinary background in fabrication that includes advanced welding techniques, kinetic mechanical engineering and illuminated blown glass.
Kent is also a leader in Public Art advocacy and currently serves on numerous committees and boards dedicated to the advancement and understanding of Arts and Culture.

CONTACT

Cell: 920-791-1237
Email: HutchisonArtDesign@gmail.com
Website: HutchisonArtDesign.com

WORK EXPERIENCE

Embark
City of Green Bay

-Embark is a public art piece in Green Bay WI. Standing at 23 ft tall and composed of 5 independently moving aluminum sails, it is one of Wisconsin's larges kinetic sculptures. Budget: $80,000

Blossom
Aurora Healthcare

-Blossom was commissioned by Aurora Baycare Medical Center in Green Bay to be placed at the cancer treatment center. The sculpture was designed to emanate life, exuberance and tranquility. Hand blown glass stamens are internally lite with LED lights. Budget: $48,000

Paul Hartman Pavilion
Baird Creek Preservation Foundation

-The Pavilion large public viewing space located on a prairie at the headwaters of Baird Creek. The pavilion is a 22ft by 22ft pavilion that is raised 4ft off the ground constructed of local timbers with hand hewn joinery and custom aluminum hand rails. Budget: $50,000

Nebulous
City of De Pere

-Nebulous is a large scale welded aluminum sculpture with custom imbedded pieces of epoxy painted plexiglass. The piece gives the viewer unique moments for personal interactivity. Budget $20,000

Cherry Blossom
Green Bay Resident

- This life sized cherry tree is created out of welded steel then powder coated to a hammered bronze finish. The blossoms are hand painted steel flowers that are fastened to the tree. Budget $15,000

EDUCATION

University of Wisconsin Stevens Point

Major: Fine Art
-Emphasis in 3 dimensional design
Major: Biology

Northeast WI Technical College

Advanced Welding and Fabrication Techniques

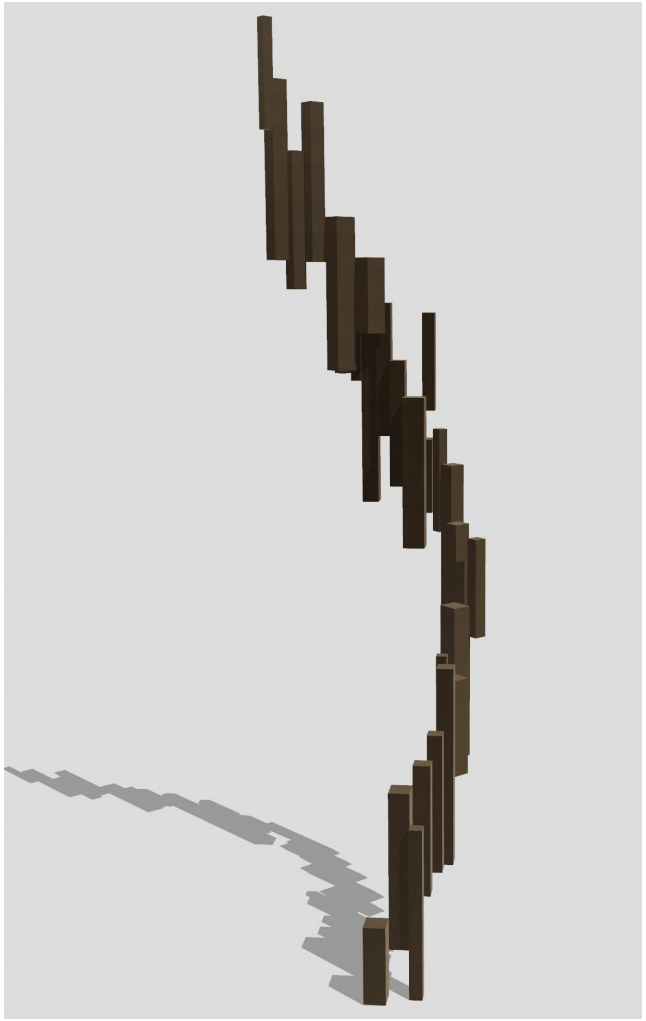
ical Center

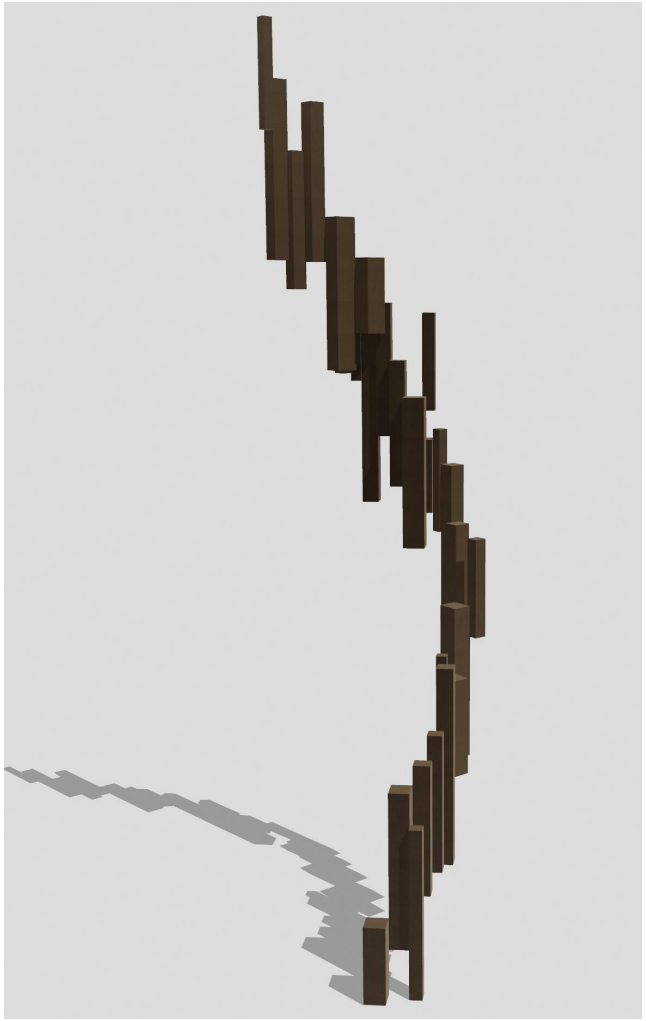
Artist's Statement and Description of Proposed Artwork

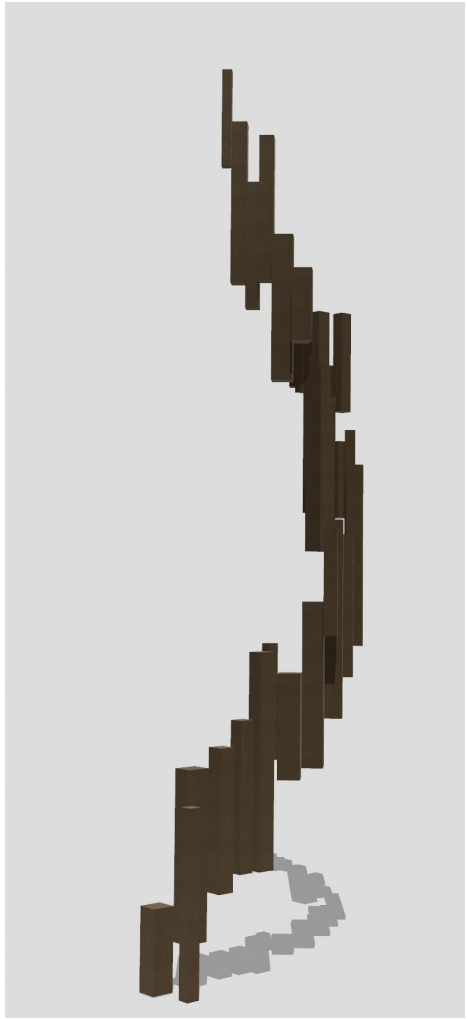
"Steps"; This sculpture is an arrangement of various square and rectangular corten steel tubing in a soft spiral shape that cascades vertically upward. Symbolism: As individuals we are all on different paths whose next steps cannot be predicted. Some of those steps go up and some drop down. This cascading staircase is a reflection of that reality we all face while we, hopefully, climb higher to achieve our goals. This concept has the potential to be pushed in a few other creative ways. By introducing polished stainless steel, which has a mirror effect, people can literally see themselves in the sculpture. Furthermore, "You are Here" can be printed on these mirrors in different languages so that people feel embraced by their home.

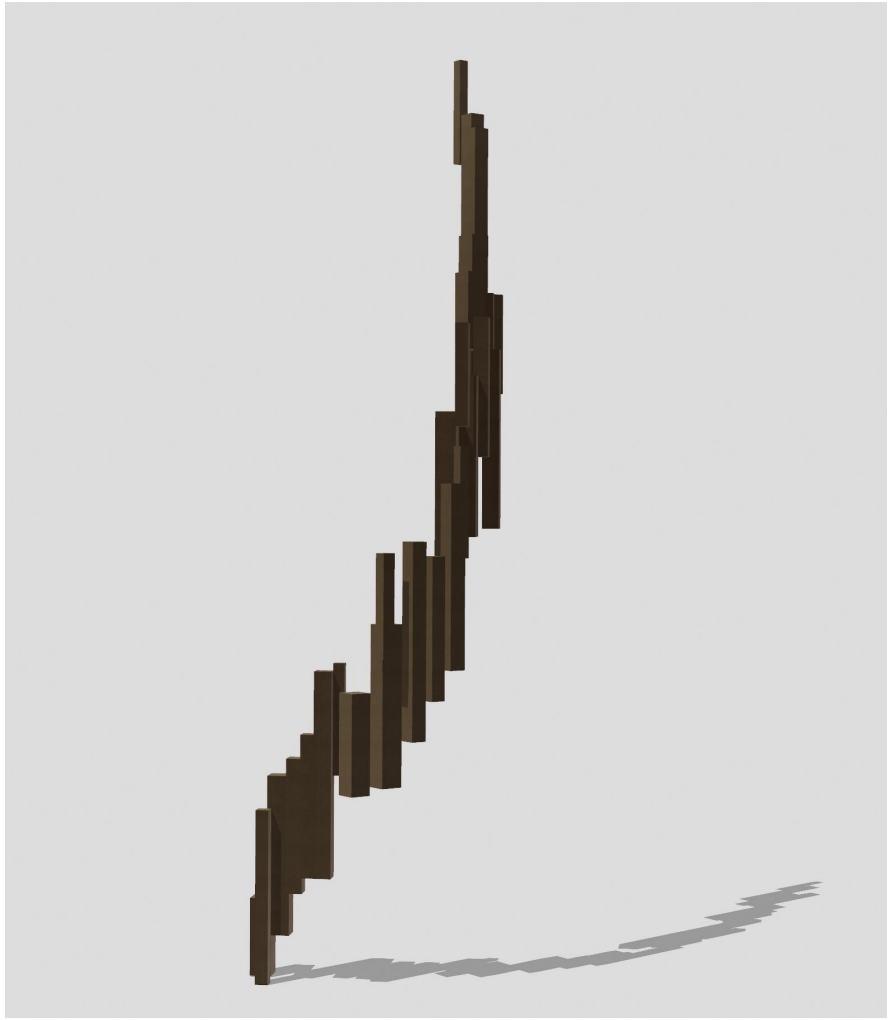
-Kent Hutchison

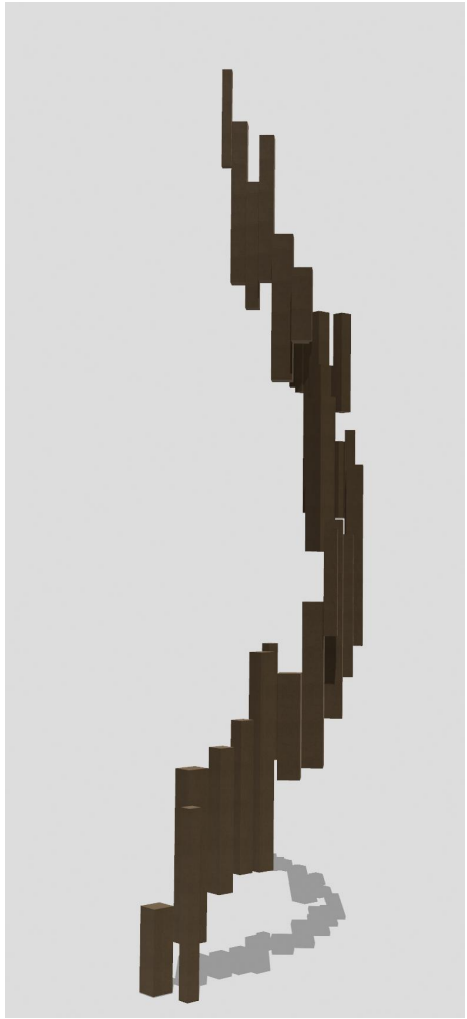
Visual Proposal

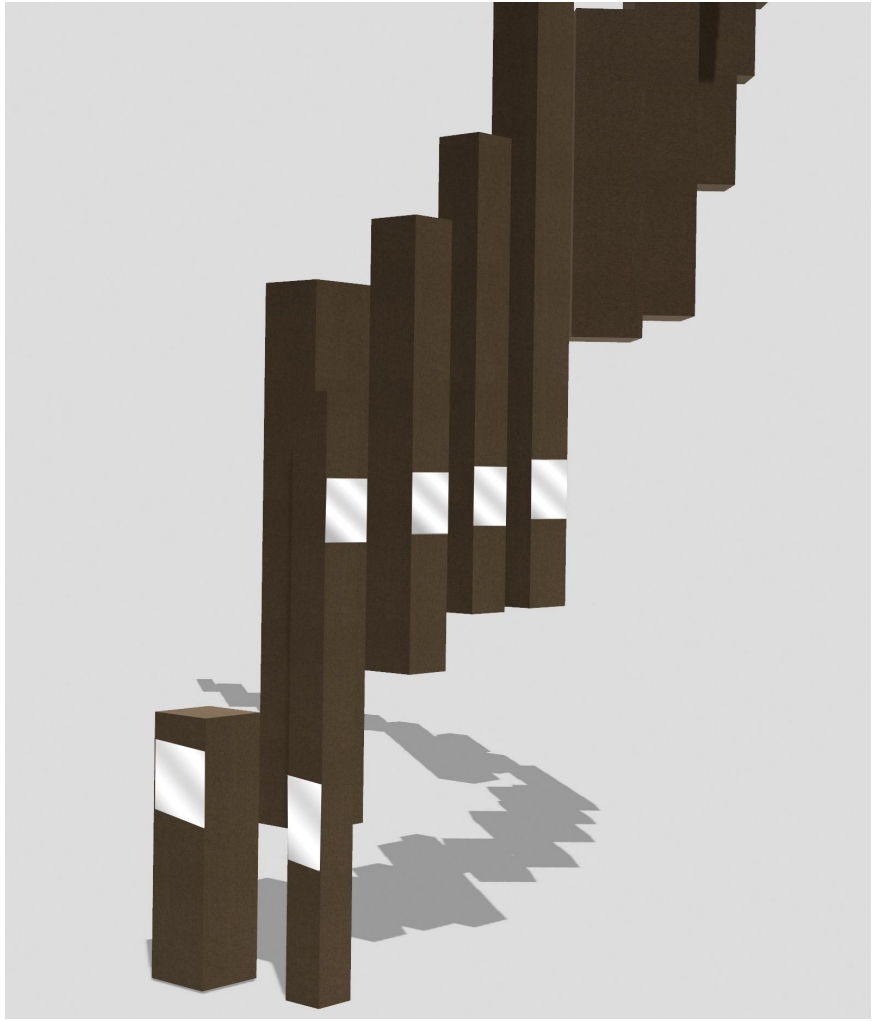


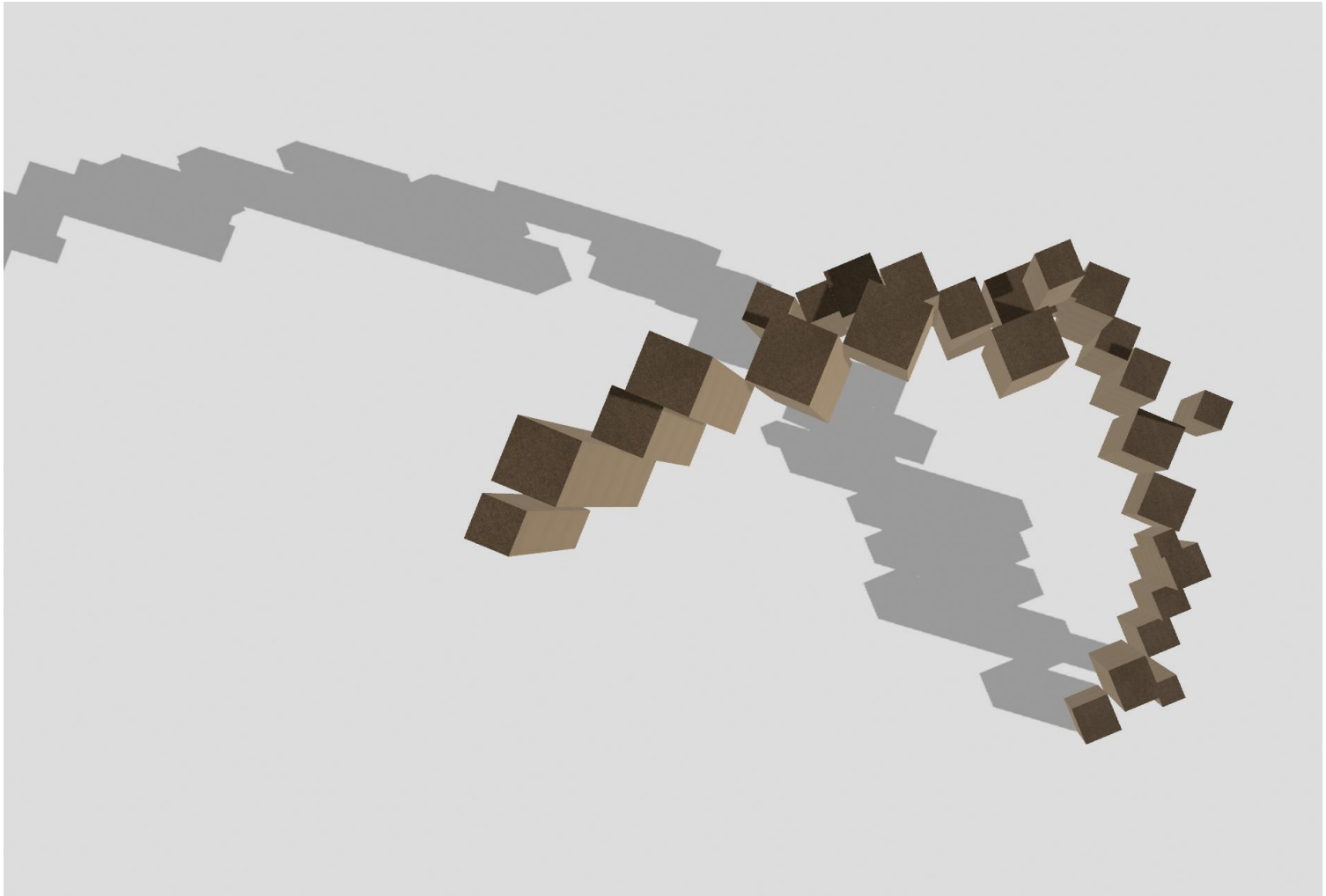


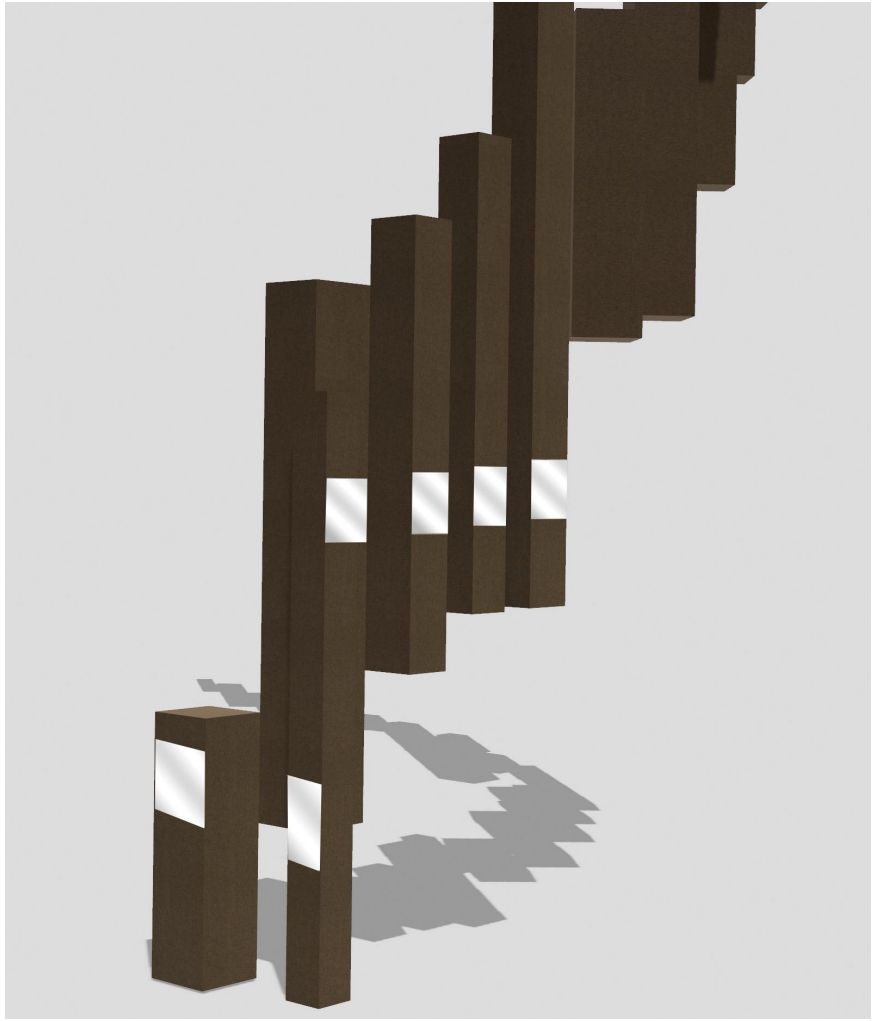


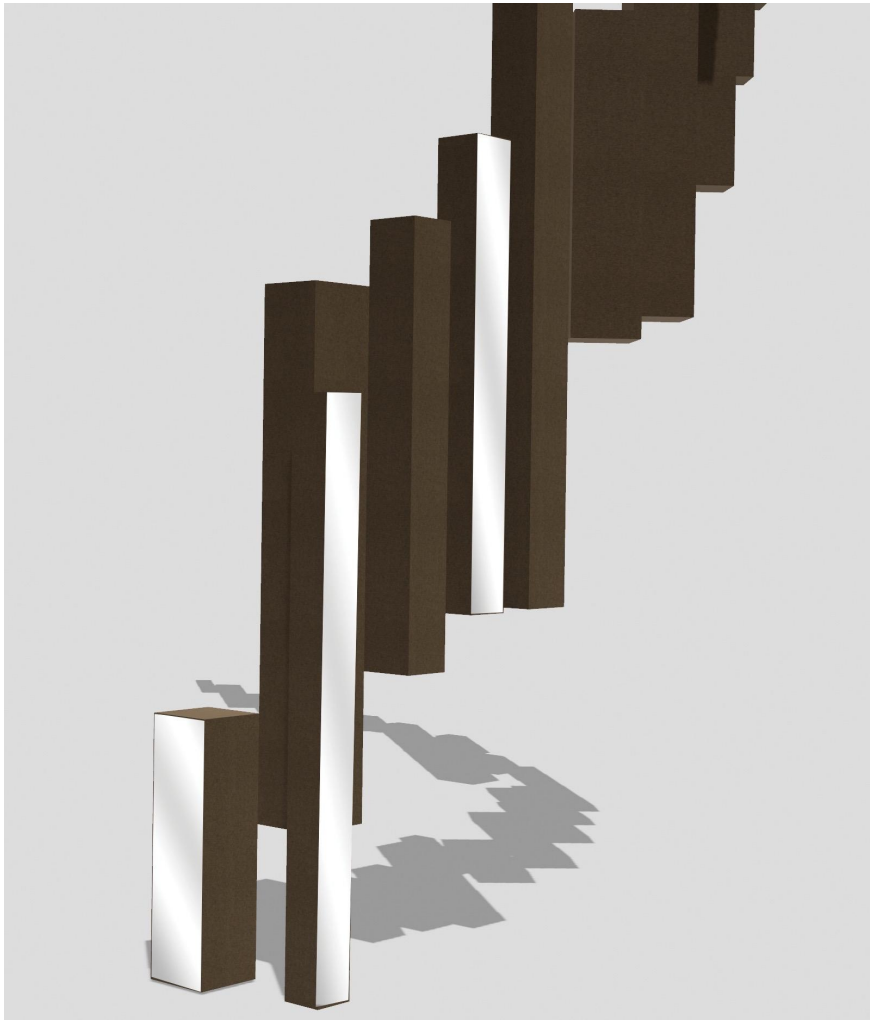


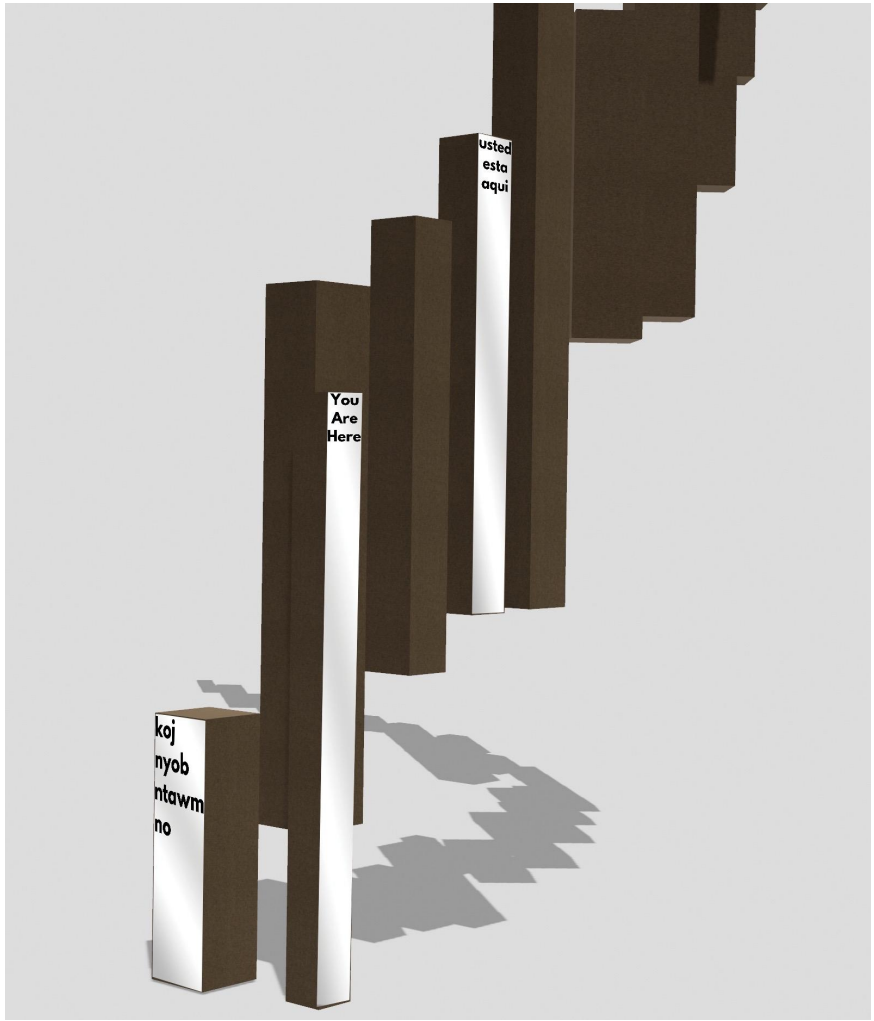








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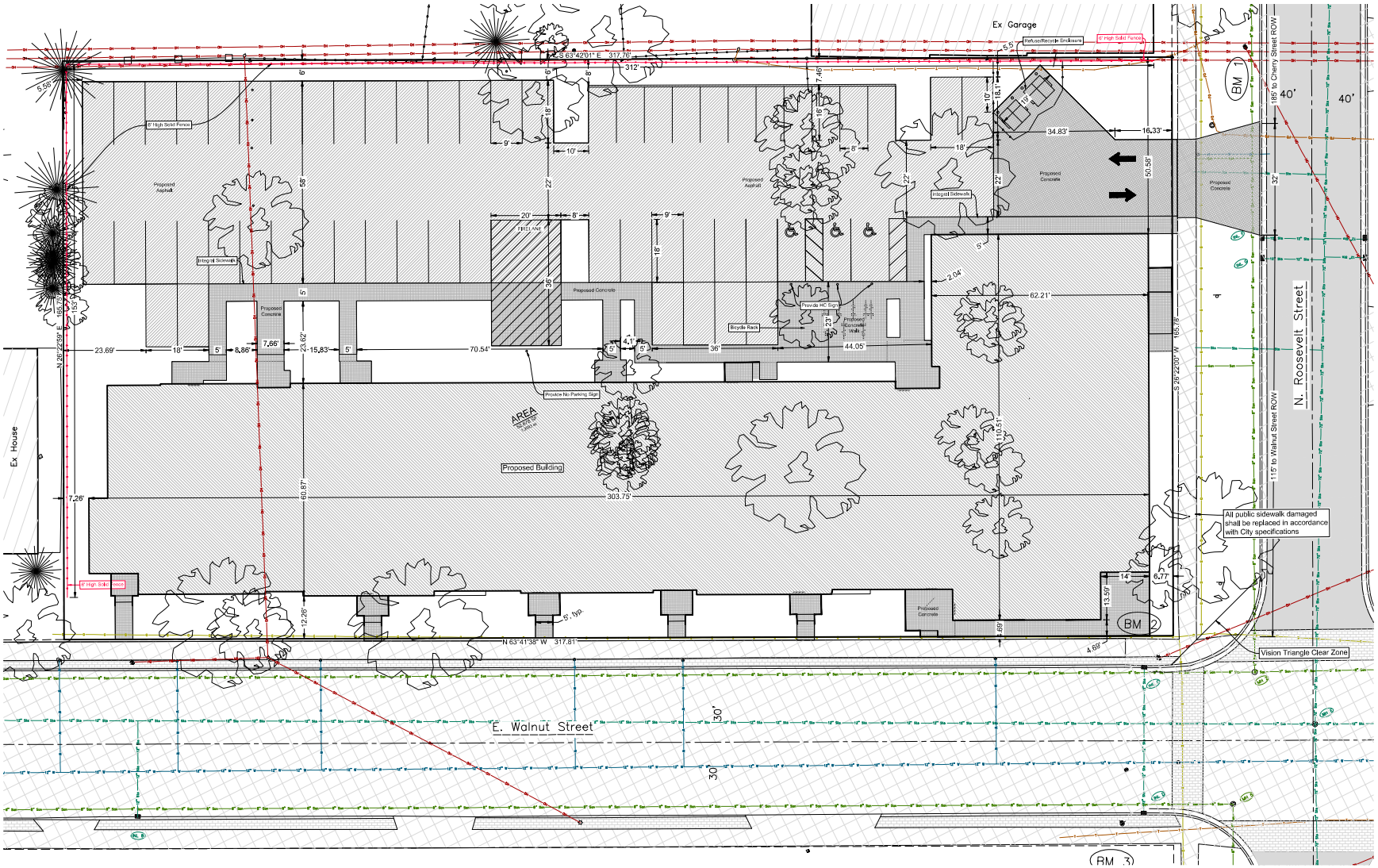
Materials and Methods Plan

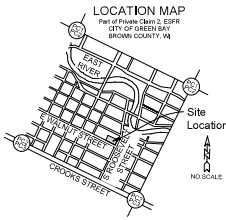
"Steps" will be engineered with CAD software to determine specs. It will then be fabricated out of A606 weathering steel (Corten) to ensure longevity, strength, and a beautiful patina. Polished Stainless Steel will be embedded into parts of the structure. A cement footing with rebar will be laid in ahead of the installation.

-Kent Hutchison

Project site plan, site photos, and project mock-up



KEYNOTES PER SHEET



SITE INFORMATION:

Legal Description:	Plat of Navarino Lots 748 to 753
Parcel Numbers:	14-195, 14-196, 14-197, 14-199, 14-199, 14-200, 14-201, 14-202
Current Use:	Vacant, formerly residential homes
Proposed Use:	Mixed-Use Development with PUD

Current Zoning: OR - Office Residential
Adjacent Zoning:
North - R1 = Low Density Residential
South - OR - Office Residential
East - OR - Office Residential
West - OR - Office Residential

Site Areas

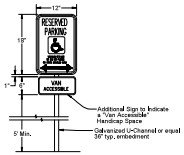
Parcel Area:	52,678 SF (1.209 Acres)
Current Impervious:	0 SF
Proposed Building Area:	20,873 SF
Proposed Pavement Area:	16,810 SF
Proposed Sidewalk Area:	4,850 SF
Total Proposed Impervious:	42,133 SF (80.0%)
Total Proposed Greenspace:	10,545 SF (20.0%)

PARKING CALCULATIONS

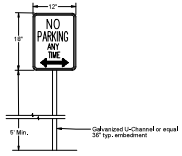
Multi-Family Parking Stalls Required:	54
(1 space per dwelling + 1 visitor space per 4 units, 43+11)	
General Office Parking Stalls Required:	10
(1 space per 500 of office floor area, 5,000 sf)	
Multi-use parking reduction:	-3
Bicycle parking reduction	-2
Total Required Parking	59
Standard Parking Spaces:	42
Subcompact Parking Spaces (up to 20% of total):	11
Handicapped Parking:	3
Total Parking Spaces Proposed	56

DEMOLITION:
All onsite trees are to be removed. Contractor shall coordinate with WPS to relocated overhead power supply to Walnut Street light pole, refer to the Utility Plan.

PROPERTY OWNER:
MF Housing Partners, LLC
228 E. Washington St.
Appleton, WI 54911
Phone: (920) 470-2603
Email: JMuter@forestviewmanagement.com

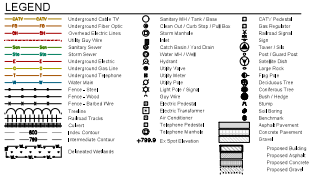


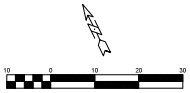
HANDICAP PARKING SIGN DETAIL



NO PARKING SIGN DETAIL

LEGEND





SHEET INDEX:

Sheet	Page
Dimensional Site Plan	C100
Topographic Survey	C101
Drainage and Grading Plan	C102
Erosion & Sediment Control Plan	C103
Utility Plan	C104
Construction Details	C200
Erosion & Sediment Control Details	C201

DAVEL ENGINEERING & ENVIRONMENTAL, INC.
Civil Engineers and Land Surveyors
1164 Province Terrace, Menasha, WI 54952
Ph: 920-991-1866 Fax: 920-441-0804
www.davel.pro

3/22/2023 11:08 AM J:\Projects\7485for\dwg\Civil 3D\7485engr.dwg Printed by: tlm

eua
333 East Chicago Street
Milwaukee, WI 53202
www.eua.com
(414) 271-3350
milwaukee | madison | green bay | denver | atlanta

KEY PLAN

ISSUANCE AND REVISIONS

DATE	DESCRIPTION

PROGRESS DOCUMENTS NOT FOR CONSTRUCTION
These documents reflect progress and intent and may be subject to change, including additional detail. These are not final construction documents and shall not be used for final bidding or construction-related purposes.

PROJECT INFORMATION

CITY EAST APARTMENTS

1177 WALNUT ST.
GREEN BAY, WI 54301

PROJECT NUMBER: 121366-01
PROJECT MANAGER: GR

SHEET INFORMATION

SHEET NAME: DIMENSIONAL SITE PLAN

SHEET NUMBER: C100

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THE CITY EAST CENTER
United Way

THE CITY EAST CENTER
United Way
Brown County United Way

Artists Contract PRELIMINARY

Per the ongoing conversations with Tom Klister and his team. “Steps” has been chosen as the sculptural presence to enhance the City East Building located on Walnut Street in Green Bay.

Narrative: “Steps” is an arrangement of various square and rectangular corten steel tubing in a soft spiral shape that cascades vertically upward. Steps acknowledges that as individuals we are all on different paths whose next steps can not be predicted. Some of those steps go up and some drop down. This cascading staircase is a reflection of that
reality we all face while we, hopefully, climb higher to achieve our goals. This concept has the potential to be pushed in a few other creative ways. By introducing polished stainless steel, which has a mirror effect, people can literally see themselves in the sculpture. Furthermore, “You are Here” can be printed on these mirrors in different languages so that people feel embraced by their home.

Schedule: It is my understanding that this project will be accomplished in 2024. The unveiling of the sculpture will be coordinated with the building’s project managers to kick off move in. Actual dates are being determined presently.

Deliverables: Artist/artist subcontractors will design, fabricate and install “Steps” based on the designs, and specs delivered to the client (Tom Clister and his team).

Price: $30,000

Artist Kent Hutchison Date 4/5/2023

Client Tom Klister Date 4/5/2023

Preliminary Maintenance Plan

A minimal maintenance plan is required for "Steps"

Annually:

1. Make visual inspection of welds and mounting hardware.
2. Remove any foliage if any from sculpture.

-Kent Hutchison

Project Timeline

May 5th, 2023: Project out for bid

June 9th, 2023: Bids Due back

June 19th, 2023: Construction Commencement

June/July 2024: Art Installation

August 2024: Project Occupancy

Report to the
Traffic, Bicycle and Pedestrian Commission of the City of Green Bay

MEETING DATE	PREPARED BY
June 27, 2023	Dave Hansen, Traffic Engineer

AGENDA ITEM # U.1

To receive and place on file the report by the Police Department on the monthly Traffic Enforcement Unit Traffic Safety Plan.

BACKGROUND

RECOMMENDATION

Receive and place on file.

FISCAL IMPACT

ATTACHMENTS

1. TRAFFIC SAFETY PLAN JUN 2023

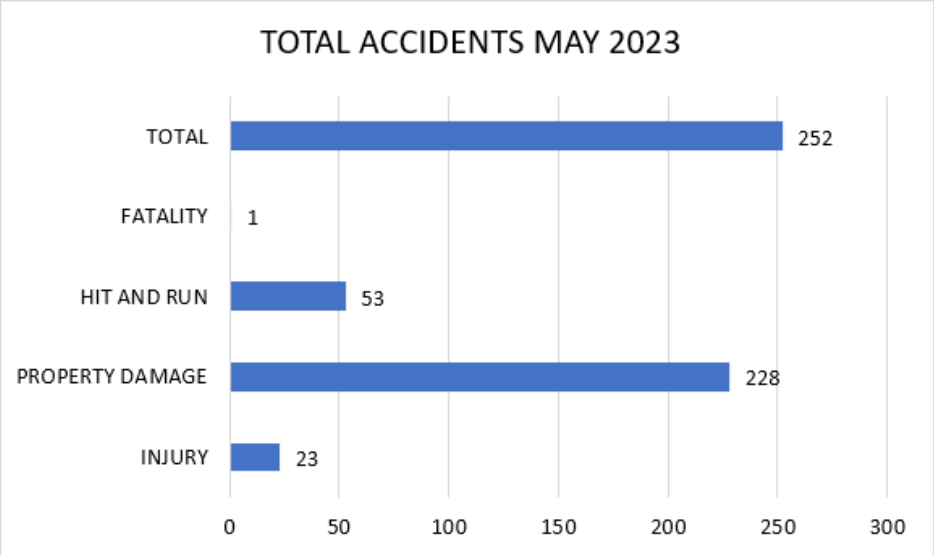
Green Bay Police Department

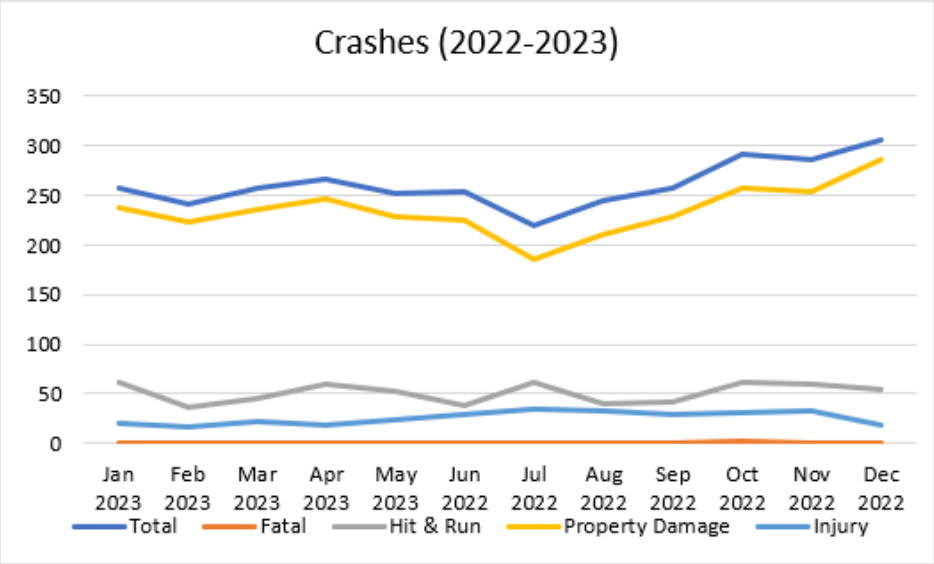
JUNE 2023

Traffic Safety Plan

Traffic complaints are the #1 complaint made to the Green Bay Police Department and City Alderpersons. The police department is committed to safe travels for motorists, pedestrians and bicyclists. With a goal of reducing traffic crashes, property damage, injury and death on Green Bay's roadways, the police department will use a data driven approach for traffic enforcement. Data analytics from crash data, citizens complaints and speed boards will be used to identify traffic emphasis areas. Each month's report will be posted on the police department's website and will be presented at each months Traffic, Bicycle and Pedestrian Commission meetings.

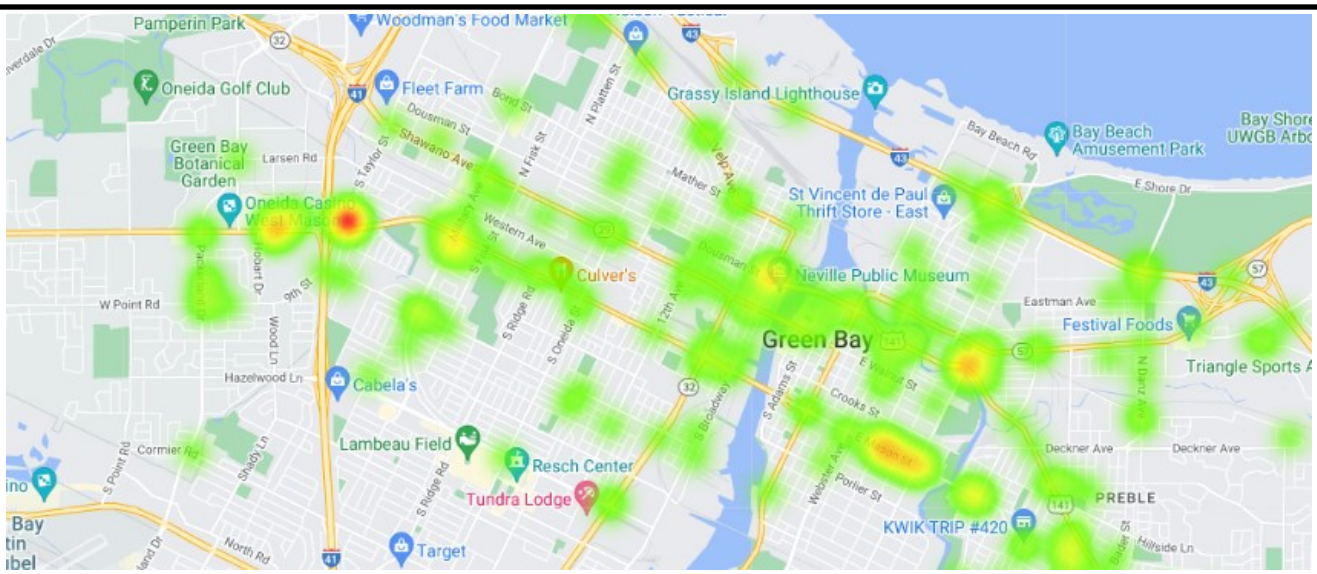
MAY 2023 CRASH DATA



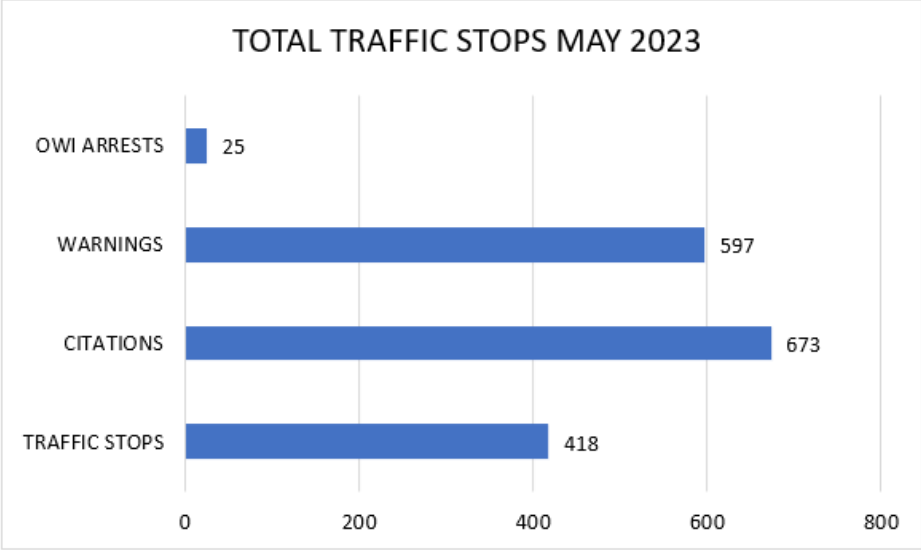


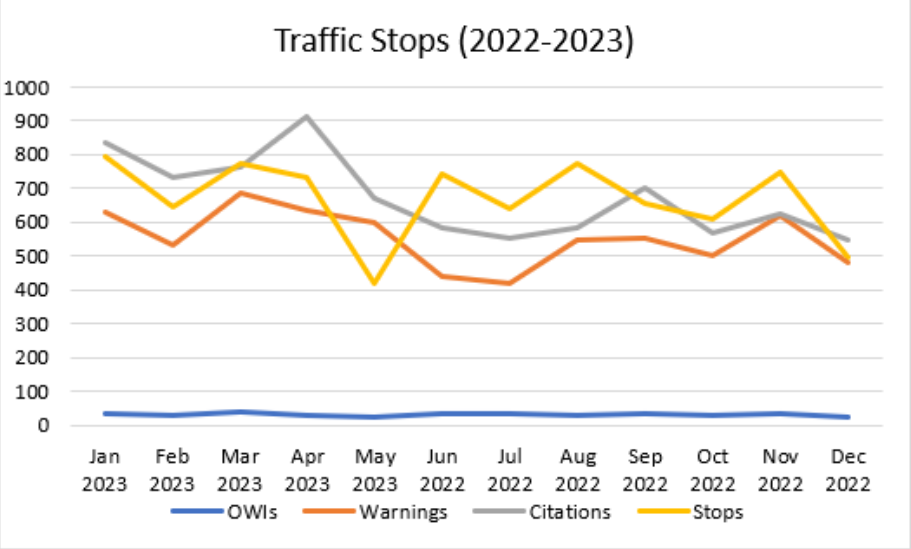
GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

MAY 2023 TRAFFIC CRASH HEAT MAP



MAY 2023 TRAFFIC STOPS



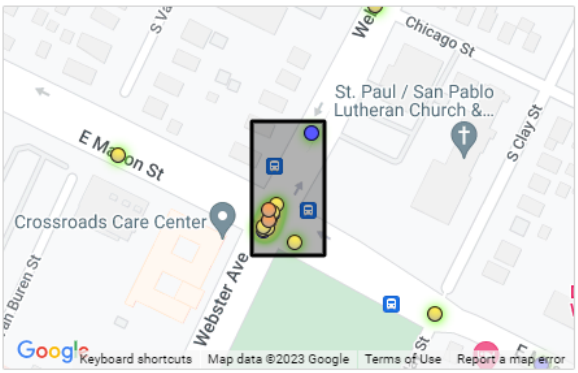


GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

UPCOMING TRAFFIC TASK FORCE DEPLOYMENTS

* BROWN COUNTY OWI TASK FORCE— JUNE 3 (GREEN BAY), JUNE 16 (HOBART/LAWRENCE) & JUNE 23 (ASHWAUBENON)
* CLICK IT OR TICKET SEATBELT ENFORCEMENT— JUNE 1 (GREEN BAY), JUNE 4 (ASHWAUBENON) & JUNE 8 (GREEN BAY)
* CLICK IT OR TICKET NATIONAL MOBILIZATION MAY 22—JUNE 4
* LOCAL GREEN BAY ALCOHOL ENFORCEMENT—JUNE 10, JUNE 17 & JUNE 24

ENFORCEMENT PRIORITY AREAS



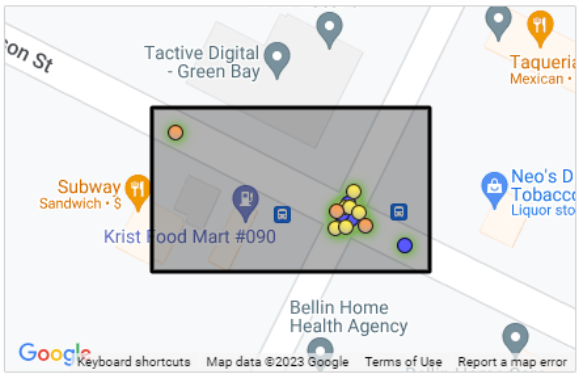
Analysis Area #1: GREEN BAY (C)

Roadway: WEBSTER AVE S

Total Crashes: 15

Contributing Factors:

- Occp Protection (4)
- Aggressive (1)
- Teen Driver (4)
- CMV (1)
- Speed (3)
- Impaired (1)
- Bike (2)
- Pedestrian (1)
- Distracted (2)



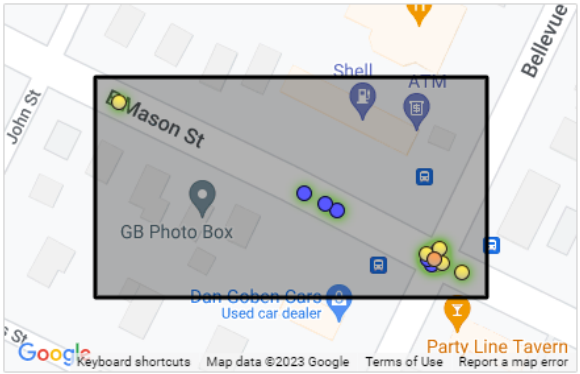
Analysis Area #3: GREEN BAY (C)

Roadway: E MASON ST

Total Crashes: 14

Contributing Factors:

- Motorcycle (3)
- Occp Protection (1)
- Distracted (2)
- 65+ Driver (1)
- Impaired (2)
- Teen Driver (2)
- Aggressive (1)



Analysis Area #4: GREEN BAY (C)

Roadway: E MASON ST

Total Crashes: 13

Contributing Factors:

- Teen Driver (4)
- 65+ Driver (3)
- Occp Protection (2)
- Speed (2)
- Impaired (1)

These areas are determined as the most likely to experience an injury traffic crash based on the last three years of crash data collected by the state of Wisconsin. Packerland & Mason was listed as Analysis Area #2, but since the road pattern in that area has been altered, it was excluded from this analysis until more data can be collected. In the short time the traffic pattern has been changed in the area, crashes have been reduced significantly.

GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

FATAL AND SERIOUS INJURY ACCIDENTS

05/06/2023 6:56PM 101 MAIN ST (NITSCHKE BRIDGE/FOX RIVER) GBPD CASE #23-223803

A 39-year-old Green Bay woman was driving eastbound on Dousman St. near the Neville Museum, about to get onto the Ray Nitschke Memorial Bridge, when she veered off the road to the right, jumped the curb drove over the grass and the revetment stone and directly into the Fox River. The vehicle sank quickly and the car and body of the driver (and only occupant of the vehicle) were recovered by the Green Bay Police Department Dive Team. The cause of death was determined to be drowning as a direct result of the car crashing into the river and sinking. Alcohol was a factor in this incident. No other vehicles were involved.

SPEED BOARD TRAFFIC DATA—MAPLE/ELMORE—5/24/23-6/1/23

ALL TRAFFIC SOLUTIONS

Compliance & Risk Report

2023-05-24 Maple/Elmore (SouthBound), SB

Start: 2023-05-24
End: 2023-06-01
Times: 0:00-23:59

Medium Risk Threshold: Speed Limit + 10
High Risk Threshold: Speed Limit + 20
Speed Range: 1 to 150
Time View: By Hour (Total Volumes)

Time	Speed Limit	Mode	Compliant	Low Risk	Medium Risk	High Risk	Total Num Vehicles
0:00	25	Speed Display	5	0	0	0	5
1:00	25	Speed Display	3	0	0	0	3
2:00	25	Speed Display	3	0	0	0	3
3:00	25	Speed Display	0	0	0	0	0
4:00	25	Speed Display	1	0	0	0	1
5:00	25	Speed Display	3	0	0	0	3
6:00	25	Speed Display	13	8	0	0	21
7:00	25	Speed Display	25	13	1	0	39
8:00	25	Speed Display	11	4	0	0	15
9:00	25	Speed Display	19	3	0	0	22
10:00	25	Speed Display	16	10	0	0	26
11:00	25	Speed Display	20	3	0	0	23
12:00	25	Speed Display	23	9	0	0	32
13:00	25	Speed Display	21	8	0	0	29
14:00	25	Speed Display	41	5	0	0	46
15:00	25	Speed Display	49	7	0	0	56
16:00	25	Speed Display	41	10	0	0	51
17:00	25	Speed Display	36	9	0	0	45
18:00	25	Speed Display	38	4	0	0	42
19:00	25	Speed Display	24	8	0	0	32
20:00	25	Speed Display	33	3	0	0	36
21:00	25	Speed Display	16	8	0	0	24
22:00	25	Speed Display	17	2	0	0	19
23:00	25	Speed Display	23	1	0	0	24
Total			481	115	1	0	597

Report to the
Traffic, Bicycle and Pedestrian Commission of the City of Green Bay

MEETING DATE	PREPARED BY
June 27, 2023	Dave Hansen, Traffic Engineer

AGENDA ITEM # U.2

To receive and place on file the request to change the 2-WAY STOP condition on Irwin Avenue at Eliza Street to a 4-WAY STOP condition.

BACKGROUND

Traffic volumes are unknown. The five-year crash history indicates that one crash occurred on April 13, 2018 with speeding/impairment involved and possible injury. Due to the driver's conditions, changes to the intersection control likely would not have prevented the crash. The engineering staff is unaware of the reason for the request to change to a 4-WAY STOP condition.

RECOMMENDATION

Either receive and place on file or refer to staff for study.

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Traffic, Bicycle and Pedestrian Commission of the City of Green Bay

MEETING DATE	PREPARED BY
June 27, 2023	Dave Hansen, Traffic Engineer

AGENDA ITEM # U.3

To refer to staff to study the removal of the traffic control signal at the intersection of Dousman Street and Oneida Street.

BACKGROUND

This intersection has similar geometric and operational characteristics to the former signalized intersection of Dousman-Gray (now a 4-WAY STOP), with less entering traffic. A five-year crash history indicates five crashes have occurred: two possible injuries; one suspected minor injury, and two property damage only crashes. If an engineering study shows no need for a traffic signal, then the intersection should be evaluated for proper intersection traffic control.

RECOMMENDATION

Refer to staff for study.

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Traffic, Bicycle and Pedestrian Commission of the City of Green Bay

MEETING DATE	PREPARED BY
June 27, 2023	Dave Hansen, Traffic Engineer

AGENDA ITEM # U.4

To adopt by ordinance the establishment of STOP conditions at the following locations due to roadway reconstruction as part of the West Mason Street and Packerland Drive improvement project:

A. Establish a TWO-WAY STOP condition on West Mason Street South Frontage Road (eastbound and westbound) at West Mason Street access 1,000 feet west of Packerland Drive.
B. Establish a ONE-WAY STOP condition on West Mason Street South Frontage Road (northbound) at West Mason Street 1,000 feet west of Packerland Drive.
C. Establish a ONE-WAY STOP condition on West Mason Street North Frontage Road (southbound) at West Mason Street 1,000 feet west of Packerland Drive.
D. Establish a ONE-WAY STOP condition on West Mason Street North Frontage Road (westbound) at East Campus Drive (private road) 1,000 feet west of Packerland Drive.

BACKGROUND

The Brown County Highway Department is currently improving the roads approaching the Mason-Packerland intersection. Medians are being constructed on Packerland Dr at the frontage roads to reduce crashes (temporary measures have been in place since earlier this year which has significantly reduced crashes). Also, a new access to W Mason St is being constructed about 1,000 ft west of Packerland Dr. This access created the need for new intersection traffic control.

RECOMMENDATION

Approve the request without a 90-day trial.

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Traffic, Bicycle and Pedestrian Commission of the City of Green Bay

MEETING DATE	PREPARED BY
June 27, 2023	Dave Hansen, Traffic Engineer

AGENDA ITEM # U.5

To remove the NO PARKING zone on the west side of Adams Street from a point 60 feet north of Washington Street to a point 100 feet south of Cass Street, and adopt by ordinance.

BACKGROUND

RECOMMENDATION

Adopt by ordinance.

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Traffic, Bicycle and Pedestrian Commission of the City of Green Bay

MEETING DATE	PREPARED BY
June 27, 2023	Dave Hansen, Traffic Engineer

AGENDA ITEM # U.6

To establish a DISABLED PARKING zone on the east side of Roosevelt Street from a point 165 feet north of Main Street to a point 235 feet north of Main Street, and adopt by ordinance.

BACKGROUND

RECOMMENDATION

Adopt by ordinance.

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Traffic, Bicycle and Pedestrian Commission of the City of Green Bay

MEETING DATE	PREPARED BY
June 27, 2023	Dave Hansen, Traffic Engineer

AGENDA ITEM # U.7

To establish a NO PARKING zone on the west side of Adams Street from a point 60 feet north of Washington Street to a point 250 feet south of Washington Street, and adopt by ordinance.

BACKGROUND

RECOMMENDATION

Adopt by ordinance.

FISCAL IMPACT

ATTACHMENTS

None

Report to the
Traffic, Bicycle and Pedestrian Commission of the City of Green Bay

MEETING DATE	PREPARED BY
June 27, 2023	Dave Hansen, Traffic Engineer

AGENDA ITEM # U.8

To establish a FOUR-HOUR PARKING 7 AM TO 5 PM MONDAY THROUGH FRIDAY zone on the west side of Adams Street from a point 250 feet south of Washington Street to a point 100 feet south of Cass Street, and adopt by ordinance.

BACKGROUND

RECOMMENDATION

Adopt by ordinance.

FISCAL IMPACT

ATTACHMENTS

None

Introduction

The Visibility Initiative Strategy was developed to ensure an equitable and comprehensive approach to educate the community about the purpose and initiatives of the Equal Rights Commission. It aims to encourage individual and community engagement through educational materials and vocally at community events.

The Strategic Outreach Plan includes the following:
1. The Commission's mission and vision
2. Goals and Objectives
3. Outreach, Engagement, and Activation Strategies

(The below sections 4 - 6 are not yet written into the draft)
4. Phases (to include task delegations)
5. Messaging (how to be united and present ourselves in solidarity)
6. Outreach and Engagement Activity Evaluation

Section 1: Mission and Vision

Purpose
The Commission shall (1) engage in a comprehensive and equitable community outreach strategy, ensuring to it's best that the public is informed about the existence of the Equal Rights Commission; (2) establish rapport with local organizations; (3) conduct themselves with integrity and fairness, fostering an inclusive and safe environment for community members to participate in the commission's activities.

Mission Statement
To ensure public awareness of the existence of the Equal Rights Commission by facilitating conversations, being present at community events, and engaging with partners to foster a sense of inclusivity and equity.

Vision Statement
Our vision is to actively engage the people of Green Bay, empowering them to voice their concerns and share valuable input in regards to discrimination. By providing a platform and acknowledging the lived experiences in the community, we aspire to create a city that truly embraces diversity.

Section 2: Goals

The overall goal of the Commission is to reach out to Green Bay residents, particularly individuals from the communities noted and protected under the Equal Rights Ordinance.

Specifically, the Commission's goals are:

Goal 1
We aim to raise awareness and promote understanding of the Equal Rights Commission's presence.

Goal 2
Ensure that we advance diversity, equity, and social justice of the protected groups of people under the Equal Rights Ordinance.

Goal 3
Through effective education, share adequate information about the Equal Rights Commission and ensure it is accessible to a wide range of Green Bay residents. Accessibility considerations include, but are not limited to:

- Technology and/or internet
- Understanding of the political system/political environment/disenfranchisement
- Not eligible to vote: Undocumented, formerly incarcerated, under 18 years old
- Incarcerated individuals
- Isolated/afraid to engage
- Transportation
- Limited technological or written literacy
- Mobile device accessible
- Cultural and/or Language
- Religion (including holidays & norms of engagement)
- Education level
- Disability

Goal 4
Continue to maintain and develop partnerships with the following groups of individuals:

- Geographically

    - o Villages/Towns
    - o Downtown Green Bay, West side, East side
- Race/Ethnicity
- Residents both documented and undocumented

- Immigrant, Refugee, Native-born
- Economic
    - o Small business, big business, nonprofit, education
    - o Business owner, employers, employee, labor
    - o Local industries, industrial, agriculture
    - o Homeowners/renters
- LGBTQ+, self-identified gender
- Disability
- Age: Youth (16-24), adults (25 to 64), seniors (65+)
- Native English Speakers and Limited English Proficiency

Goal 5
Build trust, encourage participation, and ensure that all individuals are aware of their rights and the resources available to them through the Equal Rights Ordinance.

Section 3: Outreach, Engagement, and Activation Strategies

In general, the strategy is to inform Green Bay residents about the importance of the Equal Rights Commission and encourage them to participate in the commission's public hearings and city programs and processes.

Infrastructure - The Commission has created a high level infrastructure for outreach and engagement activities that will allow the Commission to maximize its outreach efforts and target their efforts towards hard-to-reach populations. City staff, with Commissioners, will continue to build the ground level foundation to ensure that we are able to coordinate outreach activities.

Identify Target Audiences:

- Local community members, including marginalized and underrepresented groups.
- Local organizations, advocacy groups, and community leaders.
- Educational institutions, including schools and universities.
- Media outlets, both traditional and digital platforms.

Develop Outreach Channels and Tactics:

- Create an informative and user-friendly Commission website, featuring resources, FAQs, and contact information.
- Establish social media accounts to share updates, educational content, and engage with the community.
- Collaborate with local organizations and community leaders to host town hall meetings, workshops, and seminars.
- Participate in local events, fairs, and festivals to reach a wider audience.
- Develop partnerships with local schools and universities to conduct educational presentations and workshops.
- Produce informative brochures, pamphlets, and flyers about the Commission's services and rights.
- Engage with local media outlets to share press releases, organize interviews, and publish articles.
- Participate in local podcasts and media outlets to share ERC’s mission.

Implement or Participate in Engagement Initiatives:

- Organize and/or collaborate in the development of public forums and listening sessions to provide platforms for community members to voice their concerns and share experiences.
- Launch targeted campaigns to raise awareness about specific rights and issues affecting the community.
- Facilitate workshops and training sessions on topics related to equal rights and advocacy.
- Offer online webinars and live Q&A sessions to make information accessible to a broader audience.
- Encourage community feedback through surveys, online forms, and public comment periods.
- Host “open house” event for the Equal Rights Commission.

Measure Impact and Adjust:

- Monitor website traffic, social media engagement, and event participation to gauge outreach effectiveness.
- Collect and analyze feedback from the community through surveys and feedback mechanisms.
- Continuously evaluate and refine outreach strategies based on community needs and response.
- Seek input from community stakeholders and partners to improve outreach efforts.

- Stay updated on emerging trends and technologies to adapt outreach methods accordingly.

Collaboration and Partnerships:

- Collaborate with other local government departments and agencies to amplify outreach efforts.
- Build partnerships with community organizations, nonprofits, and advocacy groups to leverage their networks and resources.
- Engage with schools, universities, and educational institutions to integrate equal rights education into curricula and activities.
- Partner with local organizations to host a series of proclamations.

TO BE CONTINUED…

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

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

MUNICIPAL COURT MONTHLY FINANCIAL REPORT

County Name	County Code Number	Report for Month/Year
Brown	05	May, 2023
Municipal Name	**Municipal Code Number**	**Telephone Number**
Green Bay Municipal Court	231	920-448-3131

I. MUNICIPAL COURT OFFICIAL	Total Amount Collected	Share to be retained by Municipality	Share to be sent to County	Share to be sent to State
1. Forfeitures for Municipal Ordinance Violations (Except for Municipal Ordinances in Conformity with Ch 348,Stats.)	$ 67,923.51	$ 67,923.51		
Adjustment (if applicable)	$ .00	$ .00		
2. Municipal Court Costs (Chapter 814, Subchapter II, s. 814.65, Stats.)	$ 27,532.11	$ 24,055.37		$ 3,476.74
Adjustment (if applicable)	$ .00	$ .00		$ .00
3. Penalty Surcharges (s. 757.05, Stats.)	$ 16,573.90			$ 16,573.90
Adjustment (if applicable)	$ .00			$ .00
4. County Jail Surcharges (s. 302.46(1)(a), Stats.)	$ 6,820.67		$ 6,820.67	
Adjustment (if applicable)	$ .00		$ .00	
5. Driver Improvement Surcharges (s. 346.655, Stats.)	$ 9,203.23		$ 4,747.70	$ 4,455.53
Adjustment (if applicable)	$ .00		$ .00	$ .00
6. Crime Lab and Drug Enforcement Surcharges (s. 165.755(4), Stats.)	$ 8,798.91			$ 8,798.91
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.)	$ 1,068.00		$ 1,068.00	
Adjustment (if applicable)	$ .00		$ .00	
10. GPS Tracking Surcharge (for violations of ordinances conforming to s. 813.12 or s.813.125, Stats.)	$ .00			$ .00
Adjustment (if applicable)	$ .00			$ .00
11. Safe Ride Program (s. 85.55, Stats.)	$ 987.70			$ 987.70
Adjustment (if applicable)	$ .00			$ .00
12. Totals	$ 138,908.03	$ 91,978.88	$ 12,636.37	**Pay This Amount** $ 34,292.78

Continue onto the next page.

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

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

MUNICIPAL COURT MONTHLY FINANCIAL REPORT

II. CERTIFICATION OF MUNICIPAL COURT OFFICIAL

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

Name: NEIL BASTEN Signature: [signature] Date: 6-1-23

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: [signature] Date: 6/7/23

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

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

COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN

June 27, 2023 **Resolution No. ___**

An Initial Resolution Authorizing the Issuance of Not to Exceed $10,965,000 General Obligation Bonds for Street Improvements

---

BE IT RESOLVED, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Wisconsin (the "**City**"), shall issue its negotiable, general obligation bonds in a principal amount not to exceed $10,965,000 for street improvements, including, but not limited to, construction of and improvements to streets; *provided, however,* that said bonds shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

BE IT FURTHER RESOLVED, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

****

Adopted: June 27, 2023

Approved: June ___, 2023

_____
Mayor

_____
Clerk

CERTIFICATIONS BY CLERK

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

An Initial Resolution Authorizing the Issuance of Not to Exceed $10,965,000 General Obligation Bonds for Street Improvements

I do hereby further certify as follows:

1. Meeting Date. On June 27, 2023 a meeting of the Governing Body was held commencing at _____ p.m.

2. Posting. On June ___, 2023 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the City's offices in Green Bay, Wisconsin a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.

3. Notification of Media. On June ___, 2023 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the City.

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

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

6. Consideration of and Roll Call Vote on Resolution. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body which 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 June ___, 2023, and I have recorded this approval. This approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution attached to this certificate.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City hereto on June ___, 2023.

_____
Clerk

[SEAL]

COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN

June 27, 2023 **Resolution No. ___**

An Initial Resolution Authorizing the Issuance of Not to Exceed $1,575,000 General Obligation Bonds for Sewerage Improvements

---

BE IT RESOLVED, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Wisconsin (the "**City**"), shall issue its negotiable, general obligation bonds in a principal amount not to exceed $1,575,000 for sewerage improvements, including, but not limited to, sanitary sewer and storm sewer improvements; *provided, however,* that said bonds shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

BE IT FURTHER RESOLVED, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

****

Adopted: June 27, 2023

Approved: June ___, 2023

_____
Mayor

_____
Clerk

CERTIFICATIONS BY CLERK

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

An Initial Resolution Authorizing the Issuance of Not to Exceed $1,575,000 General Obligation Bonds for Sewerage Improvements

I do hereby further certify as follows:

1. **Meeting Date**. On June 27, 2023 a meeting of the Governing Body was held commencing at _____ p.m.

2. **Posting**. On June ___, 2023 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the City's offices in Green Bay, Wisconsin a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.

3. **Notification of Media**. On June ___, 2023 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the City.

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

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

6. **Consideration of and Roll Call Vote on Resolution**. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body which 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 June ___, 2023, and I have recorded this approval. This approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution attached to this certificate.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City hereto on June ___, 2023.

_____
Clerk

[SEAL]

COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN

June 27, 2023 **Resolution No. ___**

An Initial Resolution Authorizing the
Issuance of Not to Exceed
$525,000 General Obligation Bonds
for Parking Lots or Other Parking Facilities

BE IT RESOLVED, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Wisconsin (the "**City**"), shall issue its negotiable, general obligation bonds in a principal amount not to exceed $525,000 for parking lots or other parking facilities; *provided, however,* that said bonds shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

BE IT FURTHER RESOLVED, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

****

Adopted: June 27, 2023

Approved: June ___, 2023

_____
Mayor

_____
Clerk

CERTIFICATIONS BY CLERK

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

An Initial Resolution Authorizing the Issuance of Not to Exceed $525,000 General Obligation Bonds for Parking Lots or Other Parking Facilities

I do hereby further certify as follows:

1. **Meeting Date**. On June 27, 2023 a meeting of the Governing Body was held commencing at _____ p.m.

2. **Posting**. On June ___, 2023 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the City's offices in Green Bay, Wisconsin a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.

3. **Notification of Media**. On June ___, 2023 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the City.

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

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

6. **Consideration of and Roll Call Vote on Resolution**. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body which 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 June ___, 2023, and I have recorded this approval. This approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution attached to this certificate.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City hereto on June ___, 2023.

_____
Clerk

[SEAL]

COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN

June 27, 2023 **Resolution No. ___**

An Initial Resolution Authorizing the Issuance of Not to Exceed $1,340,000 General Obligation Bonds for Parks and Public Grounds

---

BE IT RESOLVED, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Wisconsin (the "**City**"), shall issue its negotiable, general obligation bonds in a principal amount not to exceed $1,340,000 for parks and public grounds, including, but not limited to, construction of and improvements to various park facilities and buildings, replacement of playground equipment, and parking lot improvements; *provided, however,* that said bonds shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

BE IT FURTHER RESOLVED, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

****

Adopted: June 27, 2023

Approved: June ___, 2023

_____
Mayor

_____
Clerk

CERTIFICATIONS BY CLERK

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

An Initial Resolution Authorizing the Issuance of Not to Exceed $1,340,000 General Obligation Bonds for Parks and Public Grounds

I do hereby further certify as follows:

1. **Meeting Date**. On June 27, 2023 a meeting of the Governing Body was held commencing at _____ p.m.

2. **Posting**. On June ___, 2023 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the City's offices in Green Bay, Wisconsin a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.

3. **Notification of Media**. On June ___, 2023 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the City.

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

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

6. **Consideration of and Roll Call Vote on Resolution**. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body which 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 June ___, 2023, and I have recorded this approval. This approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution attached to this certificate.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City hereto on June ___, 2023.

_____
Clerk

[SEAL]

COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN

June 27, 2023 **Resolution No. ___**

An Initial Resolution Authorizing the
Issuance of Not to Exceed
$1,505,000 General Obligation Bonds
for Buildings for the Housing of Machinery and Equipment

BE IT RESOLVED, by this Common Council, that under and by virtue of the provisions of Chapter 67 of the Wisconsin Statutes, the City of Green Bay, Wisconsin (the "**City**"), shall issue its negotiable, general obligation bonds in a principal amount not to exceed $1,505,000 for buildings for the housing of machinery and equipment, including, but not limited to, garage and fuel system repairs for the Department of Public Works; *provided, however,* that said bonds shall be sold and issued in whole or in part from time to time in such amount or amounts as shall be within the limits provided by law.

BE IT FURTHER RESOLVED, that notice of the adoption of this Resolution shall be published in the official newspaper of the City as a class 1 notice, such publication to occur no later than 15 days after the adoption of this Resolution.

****

Adopted: June 27, 2023

Approved: June ___, 2023

_____
Mayor

_____
Clerk

CERTIFICATIONS BY CLERK

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

An Initial Resolution Authorizing the Issuance of Not to Exceed $1,505,000 General Obligation Bonds for Buildings for the Housing of Machinery and Equipment

I do hereby further certify as follows:

1. Meeting Date. On June 27, 2023 a meeting of the Governing Body was held commencing at _____ p.m.

2. Posting. On June ___, 2023 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the City's offices in Green Bay, Wisconsin a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.

3. Notification of Media. On June ___, 2023 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the City.

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

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

6. Consideration of and Roll Call Vote on Resolution. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body which 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 June ___, 2023, and I have recorded this approval. This approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution attached to this certificate.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City hereto on June ___, 2023.

_____

Clerk

[SEAL]

COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN

June 27, 2023 **Resolution No. ___**

A Resolution Authorizing and Directing
the Publication of Notice of the
Adoption of Initial Resolutions

BE IT RESOLVED, by this Common Council, that the City Clerk of the City of Green Bay, Wisconsin (the "**City**") is hereby authorized and directed to publish one time in the City's official newspaper (as a class 1 notice under Chapter 985 of the Wisconsin Statutes) a Notice to Electors of the City in substantially the form attached hereto as Exhibit A, with such modifications as are necessary to accurately reflect the action taken on the initial resolutions described therein (the "**Initial Resolutions**") by the Common Council at its meeting on June 27, 2023, such publication to occur no later than 15 days after the Initial Resolutions have been adopted by the Common Council.

****

Adopted: June 27, 2023

Approved: June ___, 2023

_____
Mayor

_____
Clerk

EXHIBIT A

NOTICE TO ELECTORS
OF THE CITY OF GREEN BAY, WISCONSIN
RELATING TO THE ISSUANCE OF GENERAL OBLIGATION BONDS

Notice is hereby given that on June 27, 2023, the Common Council of the City of Green Bay, Wisconsin (the "**City**") adopted multiple initial resolutions including the five initial resolutions below under and pursuant to the provisions of Chapter 67 of the Wisconsin Statutes authorizing the issuance of negotiable, general obligation bonds of the City in the following not-to-exceed principal amounts for the following purposes: (1) $10,965,000 for street improvements, including, but not limited to, construction of and improvements to streets; (2) $1,575,000 for sewerage improvements, including, but not limited to, sanitary sewer and storm sewer improvements; (3) 525,000 for parking lots and other parking facilities; (4) $1,340,000 for parks and public grounds, including but not limited to construction of and improvements to various park facilities and buildings, replacement of playground equipment, and parking lot improvements; and (5) $1,505,000 for buildings for the housing of machinery and equipment, including, but not limited to, garage and fuel system repairs for the Department of Public Works.

If within 30 days after the adoption of the foregoing resolutions there is filed in the office of the City Clerk a petition for referendum on one or more of said resolutions conforming to the requirements of Section 8.40 of the Wisconsin Statutes, signed by electors numbering at least 10% of the number of votes cast in the City for governor at the last general election, then the resolution or resolutions for which such a petition is filed shall not be effective unless adopted by a majority of the City's electors voting at such referendum. If no such petition is so filed with respect to one or more of the foregoing resolutions, then the resolution or resolutions for which no such petition is filed shall be effective without a referendum.

Publication Date: _____, 2023

/s/ Celestine Jeffreys
City Clerk

CERTIFICATIONS BY CLERK

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

A Resolution Authorizing and Directing the Publication of Notice of the Adoption of Initial Resolutions

I do hereby further certify as follows:

1. **Meeting Date**. On June 27, 2023, a meeting of the Governing Body was held commencing at _____ p.m.

2. **Posting**. On June ___, 2023 (and not less than 24 hours prior to the meeting), I posted, or caused to be posted, at the City's offices in Green Bay, Wisconsin a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.

3. **Notification of Media**. On June ___, 2023 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the City.

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

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

6. **Consideration of and Roll Call Vote on Resolution**. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body which 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 June ____, 2023, and I have recorded this approval. This approval is evidenced by the signature of the Presiding Officer on the copy of the Resolution attached to this certificate.

9. **Publication of Notice to Electors.** I have caused the Notice to Electors attached as Exhibit A to the Resolution to be published in the form, manner, and place specified in the Resolution.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the City hereto on June ___, 2023.

_____
Clerk

[SEAL]

COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN

June 27, 2023 **Resolution No. ___**

A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed $15,910,000 General Obligation Corporate Purpose Bonds, Series 2023A, and All Related Details

RECITALS

The Common Council (the "**Governing Body**") of the City of Green Bay, Wisconsin (the "**Issuer**") makes the following findings and determinations:

1. The Issuer needs funds for the following purposes (collectively, the "**Project**"):

Maximum Amount Authorized	Purpose
$10,965,000	street improvements, including, but not limited to, construction of and improvements to streets;
1,575,000	sewerage improvements, including, but not limited to, sanitary sewer and storm sewer improvements;
525,000	parking lots and other parking facilities;
1,340,000	parks and public grounds, including, but not limited to, , construction of and improvements to various park facilities and buildings, replacement of playground equipment, and parking lot improvements; and
1,505,000	buildings for the housing of machinery and equipment, including, but not limited to garage and fuel system repairs for the Department of Public Works.

2. On June 27, 2023, prior to the adoption of this resolution, the Governing Body adopted resolutions including five initial resolutions authorizing the issuance of general

obligation bonds of the Issuer in the maximum principal amounts and for the purposes described above (the "**Initial Resolutions**").

3. On June 27, 2023, after the adoption of the Initial Resolutions but prior to the adoption of this resolution, 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. The Governing Body deems it in the best interests of the Issuer that the purposes of the Project shall be undertaken and combined into a single bond issue designated as "Corporate Purpose Bonds".

5. The Governing Body deems it in the best interests of the Issuer to sell the City of Green Bay, Wisconsin General Obligation Corporate Purpose Bonds, Series 2023A (the "**Obligations**") to a purchaser to be determined by competitive bid.

6. The Clerk of the Issuer shall cause notice of the adoption of the Initial Resolutions to be given by publication in the Issuer's official newspaper within 15 days after the adoption of the Initial Resolutions in the manner and form directed by the Publication Resolution.

7. The Obligations may be issued only if no sufficient petition for referendum on the question of the adoption or effectiveness of the Initial Resolutions or the issuance of the Obligations has been filed with the Clerk of the Issuer within 30 days after the date on which the Initial Resolutions were adopted.

8. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.

9. 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.

"**Assistant Finance Director**" means the Issuer's Assistant Finance Director/Treasurer.

"**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.

"**Finance Director**" means the Issuer's Finance Director/Comptroller.

"**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 Section 15 of this resolution.

"**Obligations**" means the not to exceed $15,910,000 City of Green Bay, Wisconsin General Obligation Corporate Purpose Bonds, Series 2023A, which will be issued pursuant to this resolution.

"**Original Issue Date**" means August 30, 2023.

"**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 of this resolution.

"**Purchase Price**" has the meaning set forth in Section 5 of this resolution.

"**Purchaser**" means the qualified bidder whose bid results in the lowest true interest cost as determined by the Finance Director, or in her absence, by the Assistant Finance Director, consistent with the parameters set forth in Section 5 hereof and in the Notice of Sale.

"**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. 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; *provided* that the Obligations will be issued only if no sufficient petition for referendum on the question of the adoption or effectiveness of the Initial Resolution or of the issuance of the Obligations has been filed with the Issuer's Clerk within 30 days after the date on which the Initial Resolutions were adopted. The Obligations will be fully registered, negotiable, general obligation corporate purpose bonds of the Issuer in the principal amount of not to exceed $15,910,000. 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, fiscal agent, 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 2023A." 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 purchase price agreed to be paid to the Issuer by the Purchaser for the purchase of the Obligations pursuant to Section 15 hereof, shall not be less than 98.75% nor more than 107% of the principal amount of the Obligations (the "**Purchase Price**").

The Obligations will bear interest from the Original Issue Date at the rates set forth in the Purchaser's bid received pursuant to, and in compliance with, the terms set forth in the Notice of Sale and accepted by the Finance Director, or in her absence, by the Assistant Finance Director; *provided, however,* that (i) the true interest cost of the Obligations shall not exceed 5.50% (computed taking the Purchaser's compensation into account) and (ii) actual debt service in any year does not exceed the amount levied for the same year in Section 16 hereof. Interest will be due and payable on each April 1 and October 1, beginning on April 1, 2024, 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. The principal amounts coming due each year below, whether by maturity or by mandatory sinking fund redemption of term bonds, may be increased or decreased by up to $450,000 in each year as described in the Notice of Sale. The aggregate principal amount of the Obligations shall not exceed $15,910,000 and the table below assumes the Obligations are issued in that amount. The actual maturity schedule, within the parameters set forth herein, will be determined by the Finance Director, or in her absence, by the Assistant Finance Director, in accordance with the Notice of Sale.

Principal Maturity Date (April 1)	Principal Amount	Principal Maturity Date (April 1)	Principal Amount
2024	$475,000	2034	$ 785,000
2025	560,000	2035	810,000
2026	585,000	2036	850,000
2027	600,000	2037	885,000
2028	630,000	2038	925,000
2029	650,000	2039	965,000
2030	670,000	2040	1,010,000
2031	705,000	2041	1,060,000
2032	725,000	2042	1,105,000
2033	755,000	2043	1,160,000

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 fees 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, 2034 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, 2033 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.

If the Purchaser's bid specifies that certain maturities of the Obligations are term bonds and subject to partial mandatory sinking fund redemption, then the Obligations maturing on such dates shall be subject to partial mandatory sinking fund redemption at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on April 1 of the years (each a "**Sinking Fund Redemption Date**"), and in the respective principal amounts (subject to reduction as provided in the immediately preceding paragraph), as set forth in the Purchaser's bid, agreed to by the Finance Director, or in her absence, by the Assistant Finance Director evidenced by the execution of the Purchase Agreement.

Section 10. Manner of Payment/Transfers/Redemption 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 or other electronic money 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/Redemption *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, with such revisions as are necessary or appropriate to reflect the redemption provisions applicable to the Obligations as provided in Section 9 hereof. Omissions, insertions, or other 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 or electronic 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 or electronic 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 Obligations are hereby authorized and ordered to be sold to a purchaser to be determined by competitive bid.

The Municipal Officers, the Treasurer, and the Finance Director (in consultation with the Issuer's Financial Advisor Ehlers and Associates, Inc.), are each hereby authorized to cause a preliminary offering document for the Obligations (the "**Preliminary Official Statement**") to be prepared and distributed to any banks, underwriters, investment houses, or the like deemed to be advisable, and to enclose therewith a "**Bid Form**" and the document to be used for offering the Obligations for sale by competitive bid which shall include the bidding terms for the Obligations and the parameters set forth in Section 5 of this resolution (the "**Notice of Sale**"). The Municipal Officers, the Treasurer, and the Finance Director are each hereby authorized, on behalf of the Issuer, to approve the form of Preliminary Official Statement and to deem it final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Preliminary Official Statement upon request.

The Clerk is hereby further authorized and directed to cause notice of the sale of the Obligations to be (i) provided to *The Bond Buyer* for inclusion in its complimentary section for the publication of such notices, and (ii) posted in the same locations that the Issuer routinely uses for posting notices of its official business.

The Finance Director and the Assistant Finance Director are hereby authorized and directed to receive written bids for the sale of the Obligations on behalf of the Issuer on the date fixed in the Notice of Sale, on which date such bids shall be publicly opened and read. The Finance Director, or in her absence, the Assistant Finance Director may, in her discretion, (i) waive any informality in any bid, (ii) reject any or all bids without cause, or (iii) reject any bid which she determines to have failed to comply with the terms of the Notice of Sale or the parameters set forth in Section 5 hereof.

The Finance Director, or in her absence, the Assistant Finance Director, is hereby authorized and directed to award 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 Finance Director, or in her absence, the Assistant Finance Director, is also hereby authorized and directed (i) to approve and accept the Purchase Agreement, which may be in the form of the Purchaser's executed Bid Form, (ii) to sign the Purchase Agreement in the Issuer's name, and (iii) to take any additional actions needed to complete the sale of the Obligations, including arranging for a specific date, time, and location of closing of the sale.

The Finance Director is directed to comply with the terms of the Notice of Sale with respect to any good-faith deposit requirements.

The Municipal Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser through the facilities of DTC in accordance with the Notice of Sale, the Purchase Agreement, and this resolution. The Obligations may be delivered to the Purchaser upon payment by the Purchaser of the Purchase Price, plus any accrued interest, as required by the Notice of Sale.

Unless waived by the Purchaser, the delivery of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

(i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.

(ii) A transcript of the proceedings relating to the issuance of the Obligations.

(iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

Section 16. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of, and interest on, the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations at maturity.

This tax shall be carried from year to year into the Issuer's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by (i) the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year and (ii) any amount by which the actual debt service coming due in such year is less than the applicable levy amount set forth below. The tax for each year the levy is made will be in the following amounts:

Levy Year	Debt Service Amount Due in Following Year	Levy Year	Debt Service Amount Due in Following Year
2023	$2,254,626.39	2033	$1,906,875.00
2024	2,184,000.00	2034	1,869,500.00
2025	2,157,875.00	2035	1,845,500.00
2026	2,120,750.00	2036	1,814,625.00
2027	2,097,500.00	2037	1,786,875.00
2028	2,063,000.00	2038	1,757,125.00
2029	2,027,500.00	2039	1,730,250.00
2030	2,005,625.00	2040	1,706,000.00
2031	1,967,375.00	2041	1,674,375.00
2032	1,937,875.00	2042	1,650,250.00

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 authorizes and directs that a final offering document (the "**Official Statement**") be prepared prior to the issuance of the Obligations. The Official Statement shall be in substantially the form of the Preliminary Official Statement and shall include the final terms of the Obligations as set forth in the Purchaser's bid evidenced by the Purchase Agreement. 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: June 27, 2023

Approved: June __, 2023

_____
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 2023A

Interest Rate	Maturity Date	Original Issue Date	CUSIP
_____%	April 1, 20__	August 30, 2023	392642 ____

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, 2024, 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 $[15,910,000], all of which are of like tenor, except as to denomination, interest rate, maturity date, and redemption provisions, issued by the Issuer pursuant to the provisions of Chapter 67 of the Wisconsin Statutes, and is authorized by (1) separate initial resolutions adopted by the governing body of the Issuer on June 27, 2023, 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; parks and public grounds, including, but not limited to, construction of and improvements to various park facilities and buildings, replacement of playground equipment, and parking lot improvements; and buildings for the housing of machinery and equipment, including, but not limited to, garage and fuel system repairs for the Department of Public Works; and (2) the resolution duly adopted

by the governing body of the Issuer on June 27, 2023, entitled: "A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed $15,910,000 General Obligation Corporate Purpose Bonds, Series 2023A, 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 or other electronic money 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 and after April 1, 2034 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, 2033 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__ (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__	$,000
20__	,000
20__ (Stated Maturity)	,000

Term Bonds Maturing April 1, 20[__]

Sinking Fund Redemption Date (April 1)	Principal Amount To be Redeemed
20__	$,000
20__	,000
20__ (Stated Maturity)	,000]

[The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Bonds to be redeemed will be selected in the manner set forth below, and the Issuer will give notice of the redemption in the manner described below.]

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of $5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of any Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrepealable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the Original Issue Date.

CITY OF GREEN BAY, WISCONSIN

By:_____
Mayor

[SEAL]

And:_____
Clerk

CERTIFICATE OF AUTHENTICATION

Dated: August ___, 2023

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 June 27, 2023, pursuant to Chapter 67 of the Wisconsin Statutes, a resolution was offered, read, approved, and adopted whereby the City of Green Bay, Wisconsin (the "City") authorized the borrowing of money through the issuance of bonds and authorized certain City officials to enter into a purchase agreement relating to said borrowing. On August __, 2023 the City entered into a purchase agreement with an underwriter to whom the City agreed to sell its general obligation corporate purpose bonds in the principal amount of $_____. It is anticipated that the bond closing will be held on or about August 30, 2023. 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 54301 between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

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

Publication Date: August ____, 2023

/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 Issuance and Establishing Parameters for the Sale of Not to Exceed $15,910,000 General Obligation Corporate Purpose Bonds, Series 2023A, and All Related Details

I further certify as follows:

1. **Meeting Date**. On June 27, 2023, a meeting of the Governing Body was held beginning at _____ p.m.

2. **Posting**. On June ___, 2023 (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 June ___, 2023 (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 June __, 2023, 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 will cause the Notice to Electors, in the form of Exhibit B to the Resolution, to be published as 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 June ____, 2023.

_____
Clerk

[SEAL]

COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN

June 27, 2023 **Resolution No. ____**

A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed $4,475,000 General Obligation Promissory Notes, Series 2023B, 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 various municipal buildings, improvements to the Issuer's alerting system and emergency sirens, and the purchase of municipal vehicles and equipment (collectively, the "**Project**").

2. The Governing Body deems it in the best interests of the Issuer to finance the Project by selling the City of Green Bay, Wisconsin General Obligation Promissory Notes, Series 2023B (the "**Obligations**") to a purchaser to be determined by competitive bid.

3. The Issuer has taken all actions required by law and has the power to sell and issue the Obligations.

4. 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.

"**Assistant Finance Director**" means the Issuer's Assistant Finance Director/Treasurer.

"**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.

"**Finance Director**" means the Issuer's Finance Director/Comptroller.

"**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.

"**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 Section 14 of this resolution.

"**Obligations**" means the not to exceed $4,475,000 City of Green Bay, Wisconsin General Obligation Promissory Notes, Series 2023B, which will be issued pursuant to this resolution.

"**Original Issue Date**" means August 30, 2023.

"**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 of this resolution.

"**Purchase Price**" has the meaning set forth in Section 4 of this resolution.

"**Purchaser**" means the qualified bidder whose bid results in the lowest true interest cost as determined by the Finance Director, or in her absence, by the Assistant Finance Director, consistent with the parameters set forth in Section 4 hereof and in the Notice of Sale.

"**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 not to exceed $4,475,000. 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, fiscal agent, 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 2023B." 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 purchase price agreed to be paid to the Issuer by the Purchaser for the purchase of the Obligations pursuant to Section 14 hereof, shall not be less than 99% nor more than 107% of the principal amount of the Obligations (the "**Purchase Price**").

The Obligations will bear interest from the Original Issue Date at the rates set forth in the Purchaser's bid received pursuant to, and in compliance with, the terms set forth in the Notice of Sale and accepted by the Finance Director, or in her absence, by the Assistant Finance Director; *provided, however,* that (i) the true interest cost of the Obligations shall not exceed 5.00% (computed taking the Purchaser's compensation into account) and (ii) actual debt service in any year does not exceed the amount levied for the same year in Section 15 hereof. Interest will be due and payable on each April 1 and October 1, beginning on April 1, 2024, 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. The principal amounts coming due each year below, whether by maturity or by mandatory sinking fund redemption of term notes, may be increased or decreased by up to $300,000 in each year as described in the Notice of Sale. The aggregate principal amount of the Obligations shall not exceed $4,475,000 and the table below assumes the Obligations are issued in that amount. The actual maturity schedule, within the parameters set forth herein, will be determined by the Finance Director, or in her absence, by the Assistant Finance Director in accordance with the Notice of Sale.

Principal Maturity Date (April 1)	Principal Amount
2024	$570,000
2025	605,000
2026	635,000
2027	370,000
2028	380,000
2029	395,000
2030	410,000
2031	425,000
2032	335,000
2033	350,000

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 fees 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, 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 9 and 10 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.

If the Purchaser's bid specifies that certain maturities of the Obligations are term notes and subject to partial mandatory sinking fund redemption, then the Obligations maturing on such dates shall be subject to partial mandatory sinking fund redemption at a redemption price of 100% of the principal amount redeemed, plus accrued interest to the redemption date, on April 1 of the years (each a "**Sinking Fund Redemption Date**"), and in the respective principal amounts (subject to reduction as provided in the immediately preceding paragraph), as set forth in the Purchaser's bid, agreed to by the Finance Director, or in her absence, by the Assistant Finance Director evidenced by the execution of the Purchase Agreement.

Section 9. Manner of Payment/Transfers/Redemption/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 or other electronic money 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/Redemption/*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 11. Form of Obligations.

The Obligations shall be in substantially the form shown in Exhibit A, with such revisions as are necessary or appropriate to reflect the redemption provisions applicable to the Obligations as provided in Section 8 hereof. Omissions, insertions, or other 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 or electronic 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 or electronic 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 Obligations are hereby authorized and ordered to be sold to a purchaser to be determined by competitive bid.

The Municipal Officers, the Treasurer, and the Finance Director (in consultation with the Issuer's Financial Advisor Ehlers and Associates, Inc.), are each hereby authorized to cause a preliminary offering document for the Obligations (the "**Preliminary Official Statement**") to be prepared and distributed to any banks, underwriters, investment houses, or the like deemed to be advisable, and to enclose therewith a "**Bid Form**" and the document to be used for offering the Obligations for sale by competitive bid which shall include the bidding terms for the Obligations and the parameters set forth in Section 5 of this resolution (the "**Notice of Sale**"). The Municipal Officers, the Treasurer, and the Finance Director are each hereby authorized, on behalf of the Issuer, to approve the form of Preliminary Official Statement and to deem it final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Preliminary Official Statement upon request.

The Clerk is hereby further authorized and directed to cause notice of the sale of the Obligations to be (i) provided to *The Bond Buyer* for inclusion in its complimentary section for the publication of such notices, and (ii) posted in the same locations that the Issuer routinely uses for posting notices of its official business.

The Finance Director and the Assistant Finance Director are hereby authorized and directed to receive written bids for the sale of the Obligations on behalf of the Issuer on the date fixed in the Notice of Sale, on which date such bids shall be publicly opened and read. The Finance Director, or in her absence, the Assistant Finance Director may, in her discretion, (i) waive any informality in any bid, (ii) reject any or all bids without cause, or (iii) reject any bid which she determines to have failed to comply with the terms of the Notice of Sale or the parameters set forth in Section 5 hereof.

The Finance Director, or in her absence, the Assistant Finance Director is hereby authorized and directed to award 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 Finance Director, or in her absence, the Assistant Finance Director is also hereby authorized and directed (i) to approve and accept the Purchase Agreement, which may be in the form of the Purchaser's executed Bid Form, (ii) to sign the Purchase Agreement in the Issuer's name, and (iii) to take any additional actions needed to complete the sale of the Obligations, including arranging for a specific date, time, and location of closing of the sale.

The Finance Director 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 (i) the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year and (ii) any amount by which the actual debt service coming due in such year is less than the applicable levy amount set forth below. The tax for each year the levy is made will be in the following amounts:

Levy Year	Debt Service Amount Due in Following Year	Levy Year	Debt Service Amount Due in Following Year
2023	$1,254,184.02	2028	$848,375.00
2024	1,212,625.00	2029	828,250.00
2025	1,196,625.00	2030	807,375.00
2026	891,500.00	2031	683,375.00
2027	867,750.00	2032	666,250.00

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

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 18. Official Statement.

The Issuer authorizes and directs that a final offering document (the "**Official Statement**") be prepared prior to the issuance of the Obligations. The Official Statement shall be in substantially the form of the Preliminary Official Statement and shall include the final terms of the Obligations as set forth in the Purchaser's bid evidenced by the Purchase Agreement. 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. Resolution Effective upon Adoption and Approval.

This resolution takes effect upon its adoption and approval in the manner provided by law.

* * * * * * * * * *

Adopted: June 27, 2023

Approved: June___, 2023

_____
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

Registered

No. R-___ $_____

GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2023B

Interest Rate	Maturity Date	Original Issue Date	CUSIP
_____%	April 1, 20__	August 30, 2023	392642 ___

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, 2024, 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 $[4,475,000], 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 Section 67.12 (12) of the Wisconsin Statutes, and is authorized by the resolution duly adopted by the governing body of the Issuer on June 27, 2023, entitled: "A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed $4,475,000 General Obligation Promissory Notes, Series 2023B, 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 or other electronic money 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 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 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__ (the "**Term Notes**") 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 Notes:

Term Notes Maturing April 1, 20___

Sinking Fund Redemption Date (April 1)	Principal Amount To be Redeemed
20__	$,000
20__	,000
20__ (Stated Maturity)	,000

Term Notes Maturing April 1, 20___

Sinking Fund Redemption Date (April 1)	Principal Amount To be Redeemed
20__	$,000
20__	,000
20__ (Stated Maturity)	,000]

[The redemption price will be 100% of the principal amount redeemed, plus accrued interest to the Sinking Fund Redemption Date, and no premium will be paid. The particular Term Notes to be redeemed will be selected in the manner set forth below, and the Issuer will give notice of the redemption in the manner described below.]

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date and upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of $5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations, in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of any Obligations to be redeemed, at

the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

The Issuer certifies, recites, and declares that all acts, conditions, and procedures required by law to exist, to have happened, and to be performed, leading up to and in the issuing of this Obligation and of the issue of which it is a part, do exist, have happened, and have been performed in regular and due form, time, and manner as required by law; that the indebtedness of the Issuer, including this Obligation and the issue of which it is a part, does not exceed any limitation, general or special, imposed by law; and that a valid, direct, annual and irrepealable tax has been levied by the Issuer sufficient to pay the interest on this Obligation when it falls due and also to pay and discharge the principal of this Obligation at maturity.

IN WITNESS WHEREOF, the Issuer, by its governing body, has caused this Obligation to be executed in its name and on its behalf by the manual or facsimile signatures of its Mayor and Clerk and to be sealed with its corporate seal (or a facsimile thereof), if any, all as of the Original Issue Date.

CITY OF GREEN BAY, WISCONSIN

By:_____
Mayor

[SEAL]

And:_____
Clerk

CERTIFICATE OF AUTHENTICATION

Dated: August ___, 2023

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 June 27, 2023, 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 (the "City") authorized the borrowing of money through the issuance of notes and authorized certain City officials to enter into a purchase agreement relating to said borrowing. On August __, 2023 the City entered into a purchase agreement with an underwriter to whom the City agreed to sell its general obligation promissory notes in the principal amount of $_____. It is anticipated that the note closing will be held on or about August 30, 2023. 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 54301 between the hours of 9:00 a.m. and 4:30 p.m. on weekdays.

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

Publication Date: August ____, 2023

/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 Issuance and Establishing Parameters for the Sale of Not to Exceed $4,475,000 General Obligation Promissory Notes, Series 2023B, and All Related Details

I further certify as follows:

1. **Meeting Date**. On June 27, 2023, a meeting of the Governing Body was held beginning at _____ p.m.

2. **Posting**. On June___, 2023 (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 June___, 2023 (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 June___, 2023, 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 will cause the Notice to Electors, in the form of Exhibit B to the Resolution, to be published as 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 June___, 2023.

_____

Clerk

[SEAL]

FINAL PAYMENTS RESOLUTION
June 27, 2023

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

That the City Clerk be and is hereby instructed to draw FINAL ORDERS in favor of the following contractors for their projects in the amounts listed as follows:

1. GBMFD 1-22 MAINTENANCE GARAGE HVAC

TOTAL AMOUNT EARNED:	$	122,336.62
LESS AMOUNT RETAINED:	$	0.00
	$	122,336.62
LESS AMOUNT PREVIOUSLY PAID:	$	117,268.80
AMOUNT DUE THIS PAYMENT:	**$**	**5,067.82**

ACCOUNT NUMBERS
Fire Department Accounts: $5,067.82
PO #2200136

Adopted _____, 2023

Approved _____, 2023

_____
Mayor

ATTEST:

_____
City Clerk

SP

FINAL PAYMENTS RESOLUTION
June 27, 2023

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

That the City Clerk be and is hereby instructed to draw FINAL ORDERS in favor of the following contractors for their projects in the amounts listed as follows:

2. ASPHALT PAVING 2022

TOTAL AMOUNT EARNED:	$	307,146.43
LESS AMOUNT RETAINED:	$	0.00
	$	307,146.63
LESS AMOUNT PREVIOUSLY PAID:	$	180,410.78
AMOUNT DUE THIS PAYMENT:	**$**	**126,735.65**

ACCOUNT NUMBERS
401500E-55303-65262: $109,936.28
412500E-55303-65262: $ 3,474.50
403500-55303-65262: $ 4,053.64
501-12201-65262: $ 9,271.23
PO #2200082

Adopted _____, 2023

Approved _____, 2023

_____
Mayor

ATTEST:

_____
City Clerk

SP

RESOLUTION AUTHORIZING CONDITIONAL USE PERMIT AT 1600 DOUSMAN STREET PARCEL 6-233-D (ZP 23-20)

JUNE 27, 2023

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

That, pursuant to Zoning Petition 23-20 and the recommendation of the Plan Commission on June 12, 2023, the City of Green Bay does authorize a Conditional Use Permit (CUP) to allow a second accessory garage exceeding 150 square feet in a Low-Density Residential (R1) district on the following described property located at 1600 Dousman Street:

Parcel I

A piece or parcel of land in the Dousman Claim in the City of Green Bay, West side of Fox River, Brown County, Wisconsin, and known as Parcel "G" of the Albert J. Petska Tract in accordance with a diagram recorded in Vol. 271 Deeds, Page 81 and 584, described as follows:

Being the Westerly 62 feet of the Easterly 248 feet of that part of the Dousman Claim which lies West of and contiguous to the West line of Military Avenue and South of an East And West dividing line which is midway between the North line of Dousman Street and the North line of said Dousman Claim

Parcel II

A piece or parcel of land in the Dousman Claim in the City of Green Bay, West side of Fox River, Brown County, Wisconsin, and known as Parcel "F" of the Albert J. Petska Tract in accordance with a diagram recorded in Vol. 271 Deeds, Page 81 and 584, described as follows:

Being the Westerly 62 feet of the Easterly 310 feet of that part of the Dousman Claim which lies West of and contiguous to the West line of Military Avenue and South of an East and West dividing line which is midway between the North line of Dousman Street and the North line of said Dousman Claim.

Tax Parcel No. 6-233-D

Said CUP shall be granted subject to the following conditions:

1. Site plan approval by the Department of Community and Economic Development.
2. Compliance with all other regulations of the Green Bay Municipal Code

Adopted _____

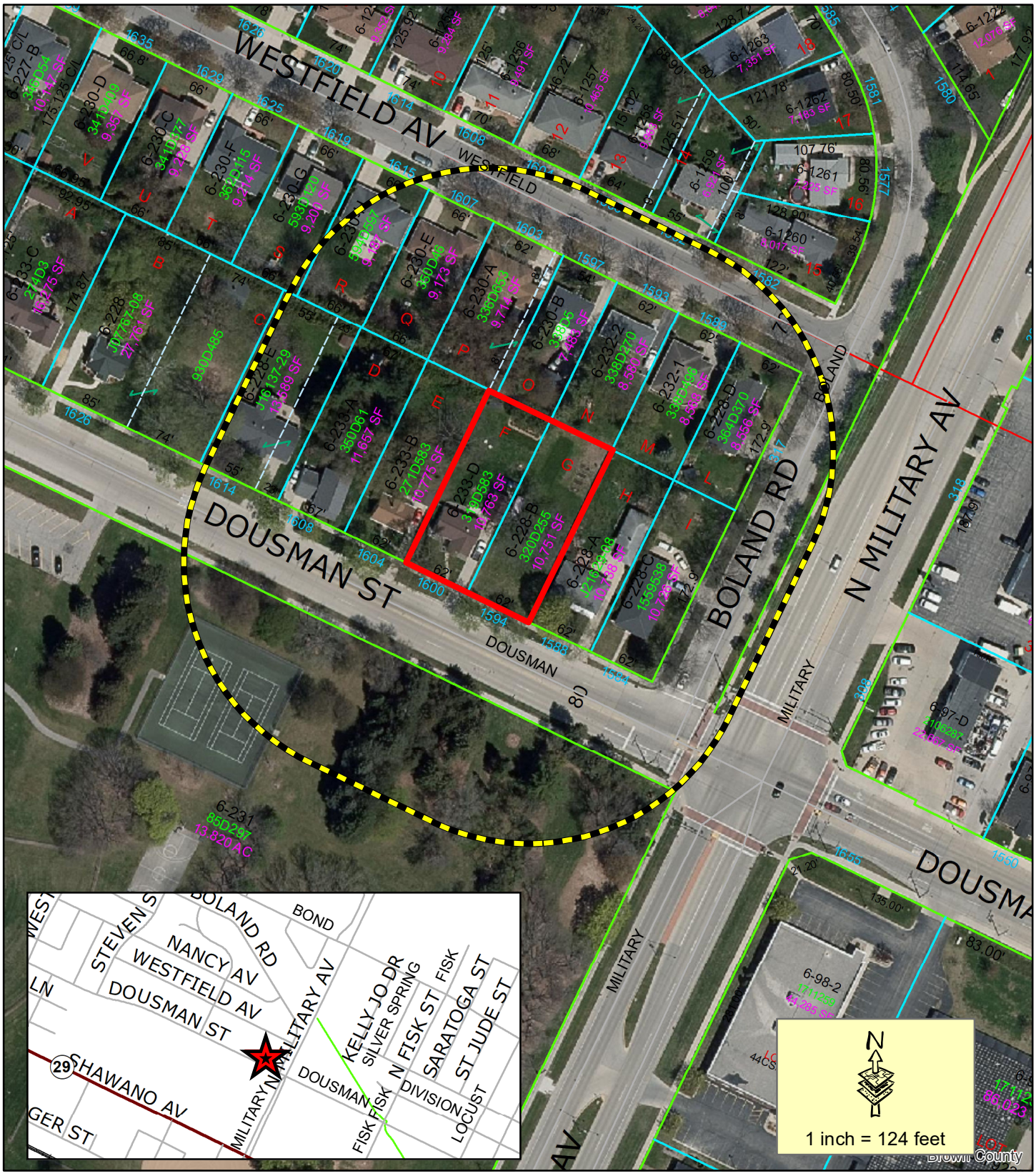
Approved _____

_____
Eric Genrich, Mayor

_____
Celestine Jeffreys, Clerk

dam:

Attachment – Map



Proposed CUP

200' Property Owner Notice

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

Zoning Petition (ZP 23-20) Proposed Conditional Use Permit (CUP) at 1600 Dousman Street

CITY OF GREEN BAY 1854 Titletown, USA

RESOLUTION AUTHORIZING CONDITIONAL USE PERMIT AT 1809 DECKNER AVENUE (ZP 23-19)

JUNE 27, 2023

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

That, pursuant to Zoning Petition 22-37 and the recommendation of the Plan Commission on June 12, 2023, the City of Green Bay authorizes a Conditional Use Permit (CUP) for a Community Living Arrangement serving (9) nine or more persons in an Office/Residential (OR) District at 1809 Deckner Avenue (Parcel 21-1224), submitted by Paula Jolly of Mandolin Foundation; Old Number 5 LLC, property owner.

> **Lot 1 of Volume 37, CSM, Page 46, said map being part of the SW ¼ of the SE ¼, Sec. 32, T24N-R21E, in the City of Green Bay, East side of the Fox River, Brown County, Wisconsin**
>
> **And**
>
> **That part of Lot 2, Volume 37, CSM, Page 46, said map being part of the SW ¼ of the SE ¼, Sec. 32, T24N-R21E, in the City of Green Bay, East side of the Fox River, Brown County, Wisconsin, describes as follows:**
>
> **Commencing at the Northwest corner of said Lot 2, thence S01°14'34"W, 92.14 feet along the West line of said Lot 2 to the Point of Beginning; thence continuing S01°14'34"W, 47.02 feet along said West line to the Southwest corner of said Lot 2; thence S89°38'35"E, 70.43 feet along the South line of said Lot 2; Thence N35°53'15"E, 6.63 feet along the line between Lot 2 and Lot 1 of said CSM; thence N01°14'34"E, 41.63 feet along said line between Lot 2 and Lot 1; thence N89°38'35"W, 74.21 feet to the Point of Beginning.**

Said conditional-use permit shall be granted subject to:

a. A maximum capacity of 20 individual residents within the western, renovated area of the facility (as noted by preliminary plans) if the final plans can meet the minimum standards required by Zoning Ordinance 44-1581. If the final approved plans do not meet all bulk requirement standards for 44-1581, the capacity must be reduced to the maximum required individuals based on capacity standards of 44-1581. Any increase in residents beyond 20 individuals will require Plan Commission and Common Council approval.

b. If the community living arrangement use is discontinued, the operation is dissolved, or if Mandolin Foundation no longer operates/manages the facility, the use shall terminate immediately. The use/operation shall not be renewed or reestablished without the Plan Commission and City Council review and approval.

c. At the discretion of the Common Council, Plan Commission, or the Director of Community Development, a review may be required by the Plan Commission and Common Council to ensure compliance with this conditional use permit and identify any areas of concerns with the dormitory, including but not limited to:

i. Police service calls.
ii. Documented safety concerns.
iii. Inadequate facilities.
iv. Zoning and property maintenance compliance.

d. Conformance with the submitted operating plan submitted by the applicant.

e. Sex offenders are required to register under §301.45, Wis. Stats., are prohibited from staying in the dormitory.

f. Compliance with all other regulations of the Green Bay Municipal Code.

Adopted _____

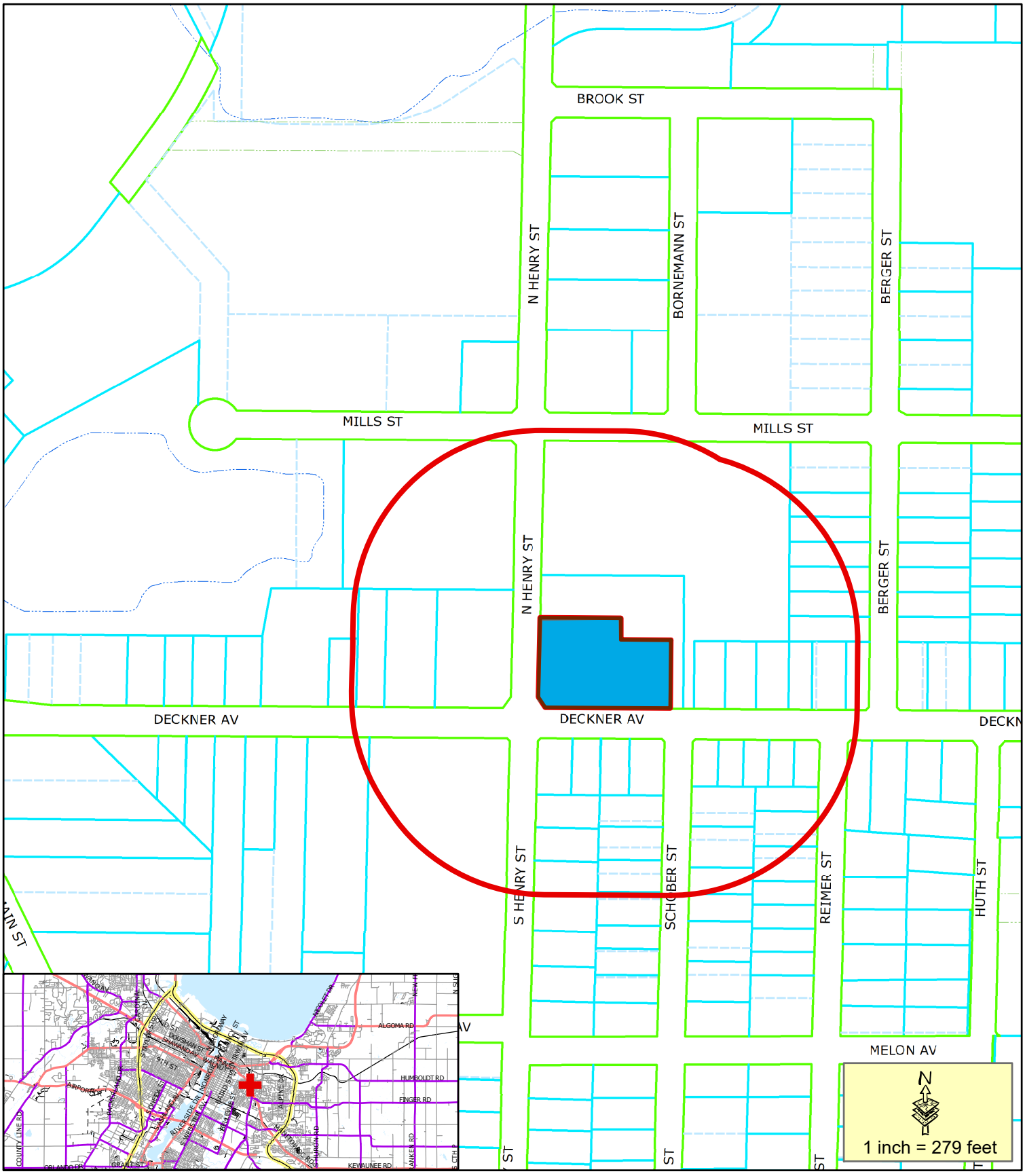
Approved _____

_____
Eric Genrich, Mayor

_____
Celestine Jeffreys, Clerk

JL

Attachment – Map



Proposed Conditional Use Permit

400' Property Owner Notice

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

Conditional Use Permit Request
(ZP 23-19)
Request for Community Living Arrangement Serving 9 or More Persons
1809 Deckner Avenue

RESOLUTION AUTHORIZING CONDITIONAL USE PERMIT AT 644 SOUTH QUINCY STREET, PARCEL 14-359 (ZP 23-18)

June 19, 2023

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

That, pursuant to Zoning Petition 23-18 and the recommendation of the Plan Commission on June 12, 2023, the City of Green Bay does authorize a Conditional Use Permit (CUP) to allow Personal Service/Office Use in the Low-Density Residential District (R-1) on the following described property located at 0 Richmond Street:

Legal Description:

PLAT OF ASTOR LOT 8 BLK 34,
Tax Parcel No. 14-359

Said CUP shall be granted subject to the following conditions:

1. Any modifications to the building necessary to establish commercial use (per building code) shall be approved by the Green Bay Landmarks Commission.
2. If the "SELF House" use (as applied for) is discontinued, the operation is dissolved, or if *Family Services of Northeast WI* no longer operates/manages the facility, the use shall terminate immediately. The use/operation shall not be reestablished without the Plan Commission and City Council review and approval.
3. Hours of operation for the office use shall be limited to between 8 a.m. and 6 p.m.
4. Compliance with all other regulations of the Green Bay Municipal Code.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2023.

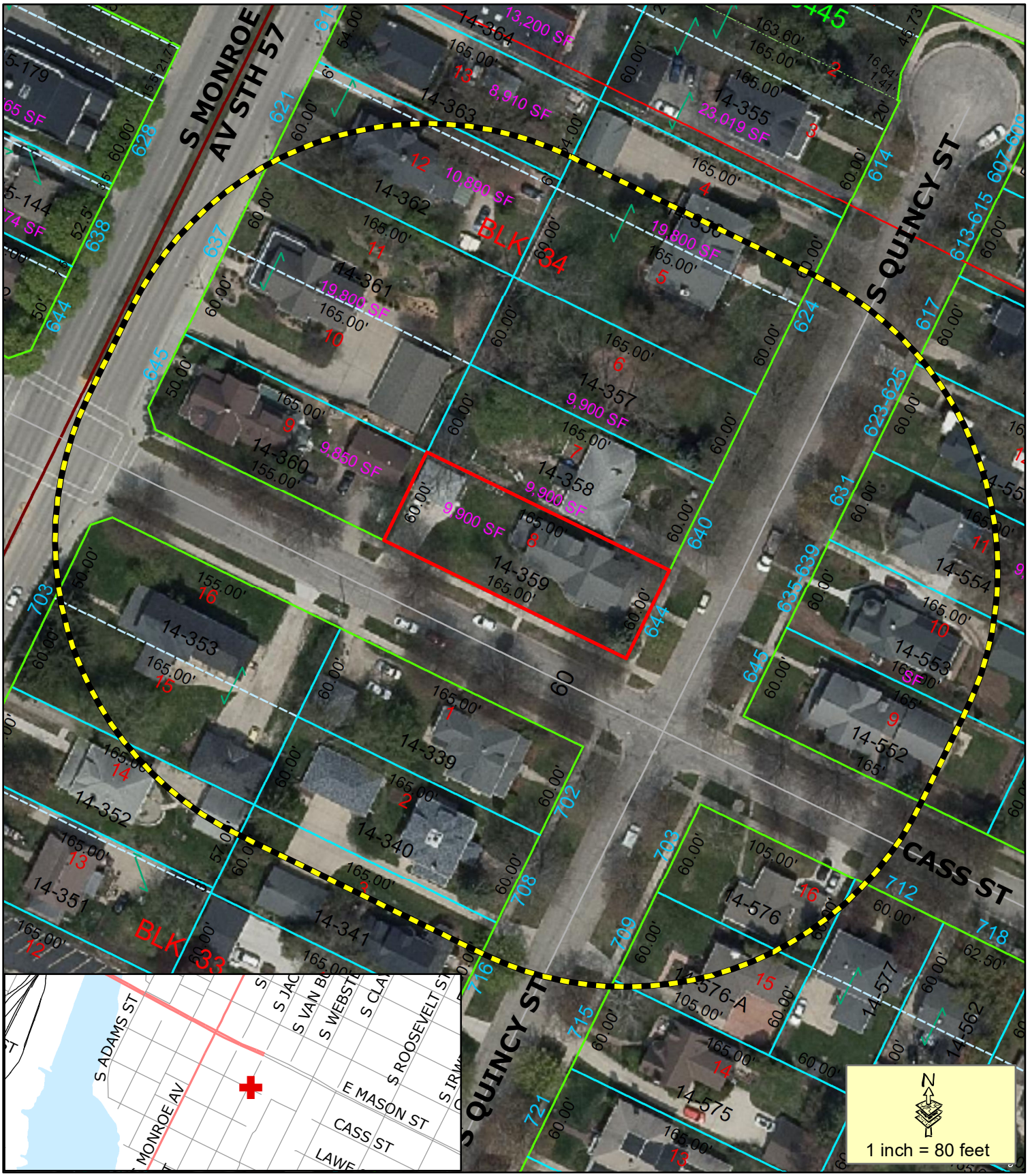
APPROVED:

_____
Eric Genrich, Mayor

ATTEST:

_____
Celestine Jeffreys, City Clerk

db:
Attachment – Location Map



Proposed CUP

200' Property Owner Notice

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Map prepared by DB

Zoning Petition (ZP 23-18)
Proposed Conditional Use Permit (CUP) at
644 South Quincy Street

CITY OF GREEN BAY 1854 Titletown, USA

RESOLUTION REGARDING VACATION
OF PUBLIC RIGHT-OF-WAY
CUL-DE-SAC AT RICKY STREET AND VINE STREET
(SV 23-01)

June 27, 2023

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, a request has been filed with the Common Council requesting vacation of the cul-de-sac at Ricky Street and Vine Street; as depicted on the attached map; and

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, with the following conditions:

1. Access to parcel 21-1361-3 shall be maintained. This shall be addressed in the Developers Agreement with the petitioner(s).
2. Green Bay Water Utility's existing facilities can be abandoned provided that abandonment happens along with the water main extension that is needed for the housing development.
3. Wisconsin Public Service shall be granted a utility easement for their existing facilities within the vacation area.
4. The existing Storm and Sanitary Sewer within the vacated area will need to be modified and/or a sewer easement will need to be addressed in the Developers Agreement with the petitioner(s).; and

NOW, THEREFORE, BE IT RESOLVED that it appears to be in the public interest that the cul-de-sac at Ricky Street and Vine Street be abandoned, vacated, and discontinued by the City of Green Bay subject to the above-referenced conditions, and that a hearing be held on the abandonment, vacation, and discontinuance of the same on June 27, 2023 at 6:00 p.m. in the Council Chambers, City Hall, 100 North Jefferson Street, Green Bay, Wisconsin.

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.

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

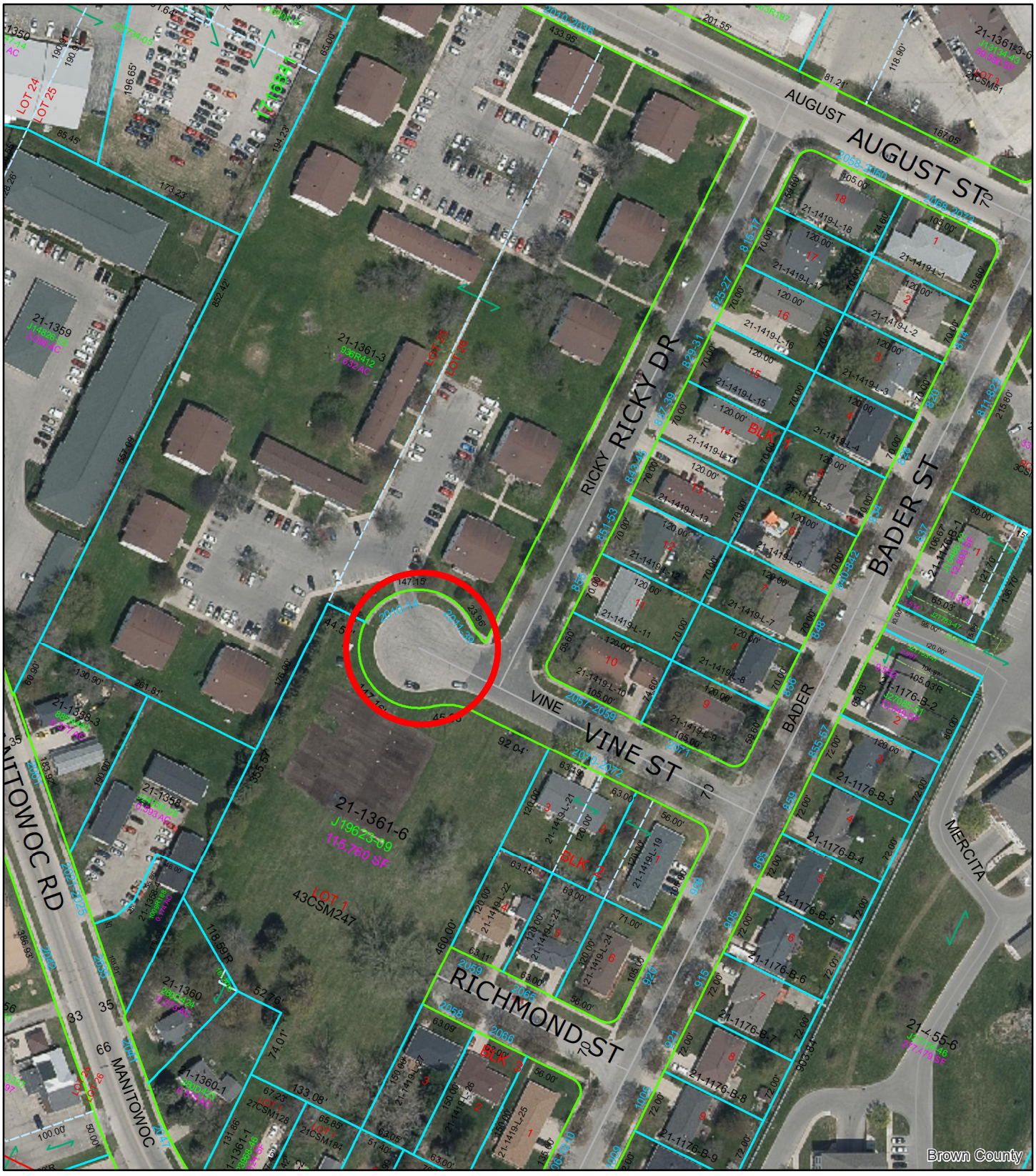
Adopted _____

Approved _____

_____
Mayor

_____
Clerk

Attachments (legal description and exhibit)



(SV 23-01) Vacation of Cul-de-Sac at Vine and Ricky Streets

Feet
0 40 80 160

N

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. E.R. 12 Apr 2023 X:\Planning\Basemaps\template_8.5x11.mxd

VACATED ROAD DESCRIPTION

Part of Lot 26, Astors Plat of Private Claim 3 thru 7, located in Private Claim 6 and 7, East Side of Fox River, City of Green Bay, Brown County, Wisconsin, more fully described as follows:

Commencing at the Northwest Corner of Lot 1, Volume 43, Certified Survey Maps, Page 247, Map No. 6521, Document No. 1878062, Brown County Record; thence S63°38'18"E, 44.52 feet along a Northerly line of said Lot 1 to the Point of Beginning; thence 147.15 feet along a Northerly line of said Lot 1, also being the South right of way of Vine Street being the arc of a 65.00 foot radius curve to the Left whose long chord bears S38°29'53"E, 117.68 feet; thence 23.84 feet along a Northerly line of said Lot 1, also being said South right of way being the arc of a 65.00 foot radius curve to the Right whose long chord bears N87°09'27"E, 23.71 feet; thence N26°22'24"E, 76.89 feet; thence 23.91 feet along the North said right of way being the arc of a 65.00 foot radius curve to the Right whose long chord bears N34°27'55"W, 23.78 feet; thence 147.11 feet along the North said right of way being the arc of a 65.00 foot radius curve to the Left whose long chord bears N88°48'54"W, 117.66 feet to the Point of Beginning.

Vacated road contains 13,439 square feet / 0.31 acres more or less.

Exhibit

Part of Lot 26, Astors Plat of Private Claim 3 thru 7, located in Private Claim 6 and 7, East Side of Fox River, City of Green Bay, Brown County, Wisconsin.

Graphic Scale: 1" = 40'

0 40 80 120

North

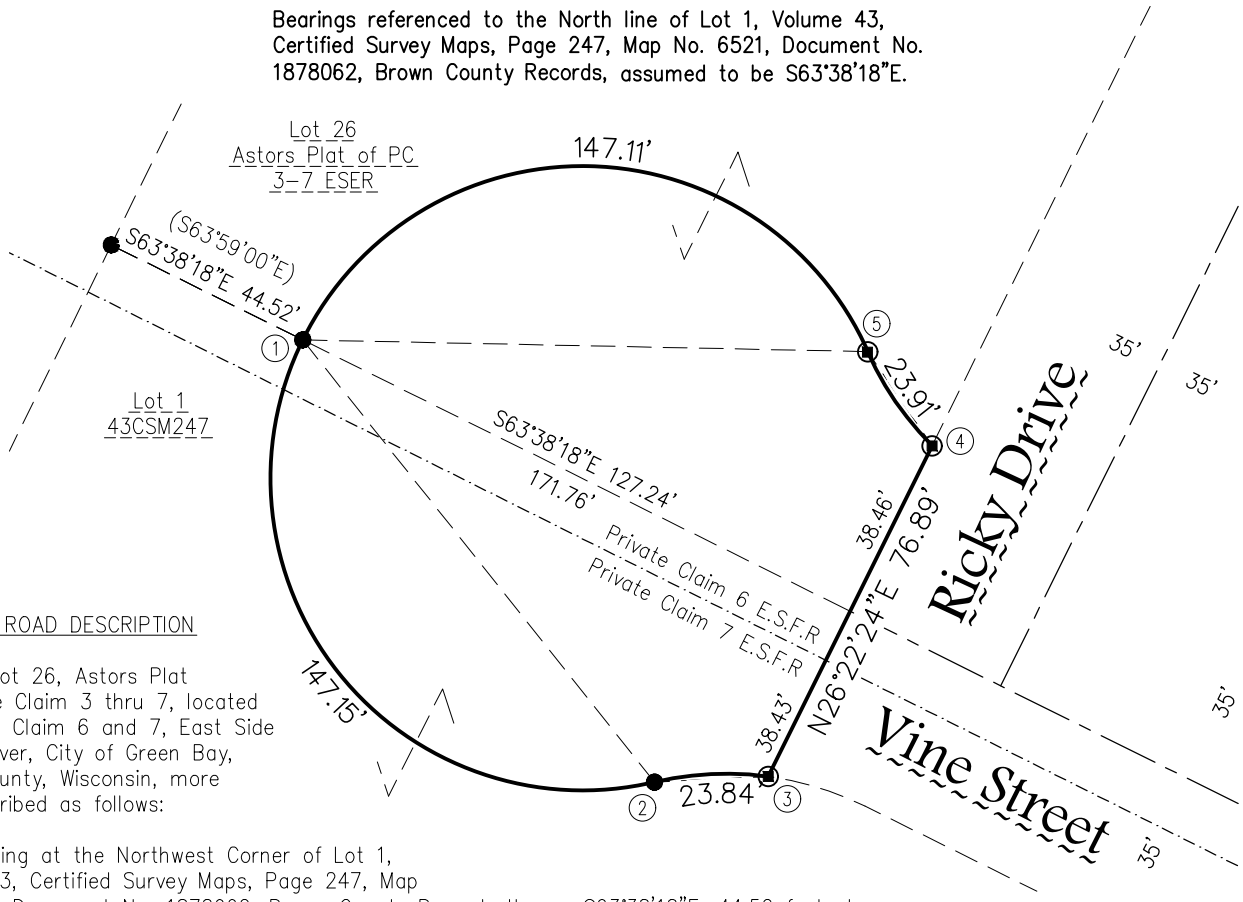
Legend

- ● 1" iron pipe found
- ◉ computed point
- ( ) recorded as bearing

Curve Data

CURVE	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1–2	147.15'	65.00'	117.68'	S38°29'53"E	129°42'02"	S26°21'08"W & S76°39'06"E
2–3	23.84'	65.00'	23.71'	N87°09'27"E	21°01'02"	N82°20'02"E
4–5	23.91'	65.00'	23.78'	N34°27'55"W	21°04'33"	N45°00'12"W
5–1	147.11'	65.00'	117.66'	N88°48'53"W	129°39'58"	N23°58'54"W

Bearings referenced to the North line of Lot 1, Volume 43, Certified Survey Maps, Page 247, Map No. 6521, Document No. 1878062, Brown County Records, assumed to be S63°38'18"E.



VACATED ROAD DESCRIPTION

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Vacated road contains 13,439 square feet / 0.31 acres more or less.

Client: Habitat for Humanity
Tax Parcel: 21-1361-6, 21-1361-3
Drafted By: NDK
File: D-5401Exhibit 011623.dwg
Data File: D-5401.txt

Mau & Associates, LLP
LAND SURVEYING & PLANNING
CIVIL & WATER RESOURCE ENGINEERING
Phone: 920-434-9670 Website: www.mau-associates.com
400 Security Blvd Ste 1, Green Bay, WI 54313-9712

Sheet One of One
Project No.: D-5401
Drawing No.: X-1440
Fieldwork Completed: 09/14/22

GENERAL ORDINANCE NO. 14-23

AN ORDINANCE
CREATING SECTION 40-109 AND 40-110
GREEN BAY MUNICIPAL CODE,
RELATING TO ABANDONED BICYCLES

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

SECTION 1. Section 40-109, Green Bay Municipal Code, is hereby created to read:

Sec 40-109. Abandoned Bicycles

(a) *Violation.* No person may leave unattended any bicycle on any public street, highway, building, place or park upon any public or private property, for such time and under such circumstances as to cause the bicycle to reasonably appear to be abandoned.

(b) *Notice of Abandonment.* Any bicycle in violation of sub. (a) may have a notice affixed to it which informs the owner of the bicycle, that the bicycle appears to be abandoned. Only a police officer, the Director of Public works or their designee, or the Parks Director or their designee have authority to affix such notices upon bicycles. The notice shall indicate:

(1) The date and time the notice was affixed;

(2) A phone number for the owner to call to inform the agency which affixed the notice, that the bicycle is not abandoned;

(3) The date and time after which the bicycle may be removed under sub. (c).

(c)

A bicycle shall be deemed as "not abandoned" if the owner of the bicycle, removes the bicycle so as to no longer appear to be abandoned, or within 48 hours of the affixing of a Notice of Abandonment, the owner notifies the agency affixing that notice, that the bicycle is not abandoned.

(d) *Removal.* If a bicycle remains in violation of sub. (a) more than 48 hours after the Notice of Abandonment has been affixed in compliance with sub. (b), that bicycle may be removed by any police officer; the Director of Public works or their designee, or the Parks Director or their designee, and immediately thereafter delivered to the police property room. However, before any designated person removes a bicycle they shall first determine whether their agency has designated the bicycle as "not abandoned." A bicycle designated "not abandoned" may not be removed. A bicycle removed under this section shall remain in the custody of the police department until it is retrieved by the owner or otherwise disposed of according to law.

Sec. 40-110 Special Rules Applicable to Bicycles

(a) *Parking.*

(1) Bicycles parked on streets shall be against the curb in areas where vehicle parking is permitted.

(2) Bicycles parked on sidewalks shall be placed in racks for their support or next to buildings or at the curb and in a manner which affords the least obstruction of pedestrian traffic.

(3) Bicycles parked on public ways shall not be secured to any object within fifteen (15) feet of a crosswalk or to any tree located on public sidewalk or terrace whether paved or not.

(4) Bicycles shall not be secured to any City-owned property signal poles, light poles, sign poles, or other City-owned infrastructure not so designed as a bicycle rack.

(5) Bicycles shall not be parked on the terrace adjacent to any bus stop, freight loading zone, truck loading zone, passenger loading zone, loading zone for people with disabilities, taxi stand or any parking place for persons with disabilities so as to interfere with the unloading or loading of persons or property.

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

SECTION 5. Effective date. This ordinance shall take effect on and after its passage and publication.

Dated at Green Bay, Wisconsin, this _____day of _____, 2023.

APPROVED:

_____
Eric Genrich, Mayor

ATTEST:

_____
Celestine Jeffreys, Clerk

law

ZONING ORDINANCE NO. 13-23

AN ORDINANCE
CREATING A PLANNED UNIT DEVELOPMENT (PUD)
OVERLAY DISTRICT RELATED TO SIGNAGE FOR PROPERTY AT
1265 LOMBARDI AVENUE
(ZP 23-17)

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 establishing a Planned Unit Development Overlay District on the following described below:

Parcel Identification and Legal Description:

Parcel No.	Address	Legal Description
1-1841-A	1265 Lombardi Ave., Green Bay, WI 54304	LOT 1 OF 14 CSM 109 MAP 2826 IN 1037667 BNG PRT OF LOT 10 OF MORRIS & BROMLEY SUBD OF S1/2 OF PC 13 WSFR & BNG PRT OF PCS 14 & 15 WSFR EX RD IN 2259844 & PRT VAC VALLEY VIEW RD DESC IN 2629904 BNG PRT OF PC 15 WSFR

Land Area comprises approximately 59.928 acres

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

A. The City recognizes that the standards associated with signs in the Municipal Code are not equipped to address the unique needs and special circumstances related to a major league sports facility. Therefore, a Planned Unit Development (PUD) is being utilized to create a Lambeau Field campus master sign plan regulating identity, sponsorship and directional/informational signage. All signage at the Lambeau Field campus addressed as 1265 Lombardi Avenue shall be in conformance with attached Exhibit A, and as regulated within this PUD, other than that signage which is exempt in the existing Sign Code (Municipal Code, Chapter 30, Article I, Section 30-6)

B. Compliance with all the regulations of the Green Bay Municipal Code not otherwise addressed within the PUD.

SECTION 3. The provisions of this ordinance, including, without limitation, the granting of a conditional-use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property. All

obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

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

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

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

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

SECTION 8. This ordinance shall not take effect until a public hearing is held thereon as provided by Chapter 44, Article II, Division 2, Section 44-82 Zoning Amendments, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2023.

APPROVED:

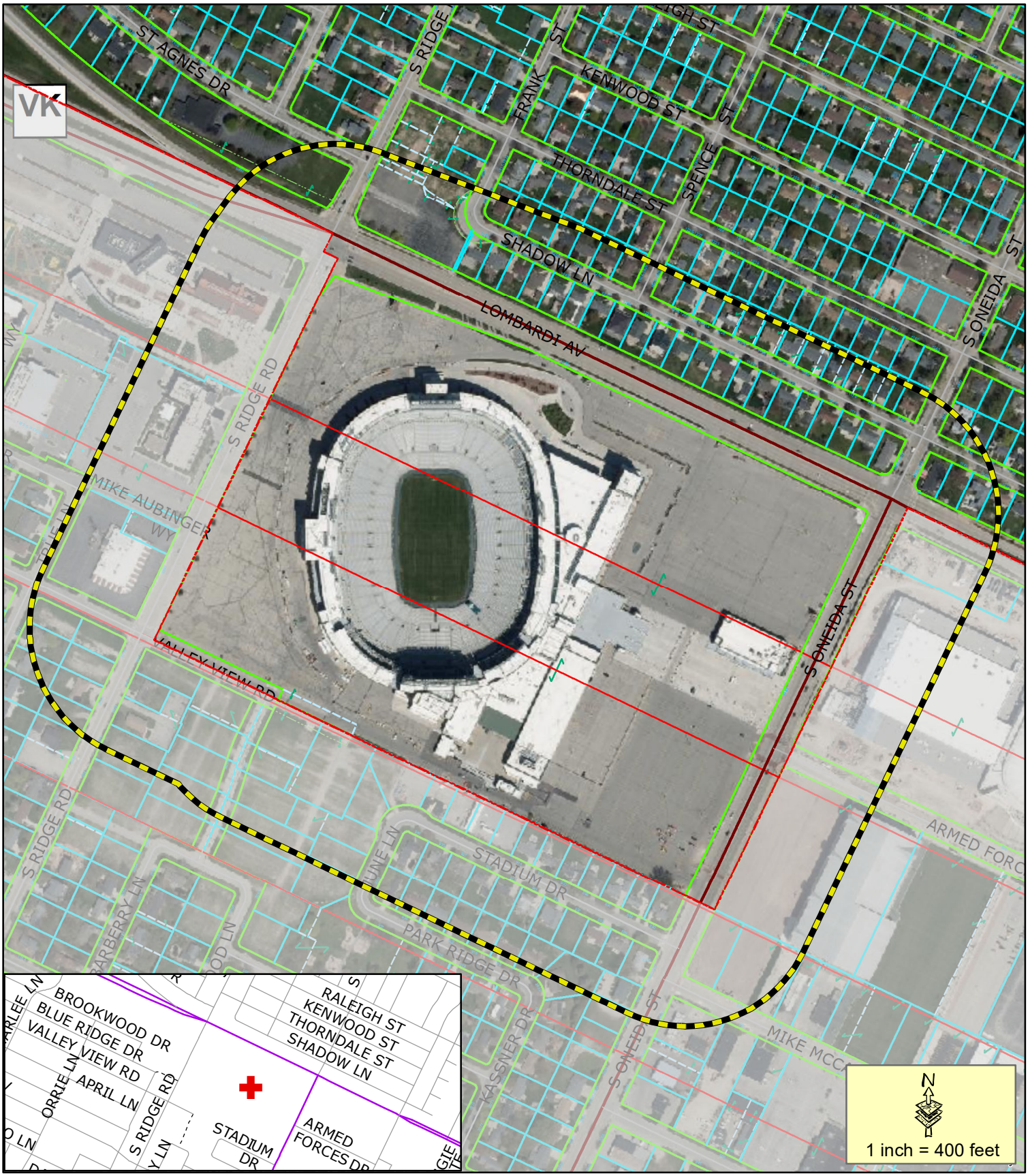
_____
Eric Genrich, Mayor

ATTEST:

_____
Celestine Jeffreys, City Clerk

db:

Attachments:
Exhibit A – Permitted Signage Inventory



Proposed PUD

200' Property Owner Notice

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Map prepared by DB

Zoning Petition (ZP 23-17) Proposed Planned Unit Development (PUD) at 1265 Lombardi Ave

CITY OF GREEN BAY 1854 Titletown, USA

GENERAL ORDINANCE NO. 16-23

AN ORDINANCE
AMENDING SECTION 40-71,
GREEN BAY MUNICIPAL CODE,
RELATING TO TRAFFIC REGULATIONS

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

SECTION 1. Section 40-71, Green Bay Municipal Code, is hereby amended to establish the following 1-WAY STOP condition:

WEST MASON STREET SOUTH FRONTAGE ROAD, at West Mason Street access 1,000 feet west of Packerland Drive (northbound)

WEST MASON STREET NORTH FRONTAGE ROAD, at West Mason Street access 1,000 feet west of Packerland Drive (southbound)

WEST MASON STREET NORTH FRONTAGE ROAD, at West Mason Street access 1,000 feet west of Packerland Drive (westbound)

SECTION 2. Section 40-71, Green Bay Municipal Code, is hereby amended to establish the following 2-WAY STOP condition:

WEST MASON STREET SOUTH FRONTAGE ROAD, at West Mason Street access 1,000 feet west of Packerland Drive (eastbound, westbound)

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 _____, 2023.

APPROVED:

_____
Eric Genrich, Mayor

ATTEST:

_____
Celestine Jeffreys, Clerk

DJAH
6/27/23

GENERAL ORDINANCE NO. 15-23

AN ORDINANCE
AMENDING SECTION 40-34,
GREEN BAY MUNICIPAL CODE,
RELATING TO PARKING REGULATIONS

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

SECTION 1. Section 40-34, Green Bay Municipal Code, is hereby amended to remove the following NO PARKING zone:

> ADAMS STREET, west side, from a point 100 feet south of Cass Street to a point 60 feet north of Washington Street.

SECTION 2. Section 40-34, Green Bay Municipal Code, is hereby amended to establish the following DISABLED PARKING zone:

> ROOSEVELT STREET, east side, from a point 165 feet north of Main Street to a point 235 feet north of Main Street.

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

> ADAMS STREET, west side, from a point 250 feet south of Washington Street to a point 60 feet north of Washington Street.

SECTION 4. Section 40-34, Green Bay Municipal Code, is hereby amended to establish the following FOUR-HOUR PARKING 7 AM TO 5 PM MONDAY THROUGH FRIDAY zone:

> ADAMS STREET, west side, from a point 100 feet south of Cass Street to a point 250 feet south of Washington Street.

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

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

Dated at Green Bay, Wisconsin this _____ day of _____, 2023.

APPROVED:

_____
Eric Genrich, Mayor

ATTEST:

_____
Celestine Jeffreys, Clerk

DJAH
6/27/23