AGENDA OF THE FINANCE COMMITTEE

TUESDAY, JANUARY 30, 2024, 4:30 PM
In person at City Hall, Room 207.
Virtual attendance is also available via Zoom.
Immediately following Personnel.

A. Zoom Meeting Information.

1. Join Zoom Meeting Online:
   https://us02web.zoom.us/j/88142524379?pwd=ekliUHNVYTJ1RFpOUHVubTdXOHZYZz09

   Or call in by phone: +1 312 626 6799
   Meeting ID: 881 4252 4379
   Passcode: 846368

   If you wish to speak at this public meeting or leave a comment, please fill out the online Comment Form prior to the meeting. More detailed Zoom Instructions can be found online.

B. Roll Call.

1. Members: Ald. Brian Johnson, Ald. Jesse Brunette, Ald. Bill Galvin & Ald. Jim Hutchison.

C. Approval of the Agenda.

1. Approval of the Finance Committee agenda for the Tuesday, January 30, 2024 meeting.

D. Approval of Minutes.

1. Approval of the Finance Committee minutes from the January 9, 2024 meeting.

E. Regular Business.

1. Consideration with possible action on the pre-sale reports prepared by Ehlers Public Finance Advisors for the 2024 borrowing approved at the Common Council meeting on December 19, 2023.

2. Consideration with possible action for the Initial Resolution Authorizing the Issuance of Not to Exceed $5,845,000 General Obligation Bonds for Street Improvements.

3. Consideration with possible action for the Initial Resolution Authorizing the Issuance of Not to Exceed $6,675,000 General Obligation Bonds for Sewage Improvements.

4. Consideration with possible action for the Initial Resolution Authorizing the Issuance of Not to Exceed $1,010,000 General Obligation Bonds for Parking Lots or Other Parking Facilities.

5. Consideration with possible action for the Initial Resolution Authorizing the Issuance of Not to Exceed $815,000 General Obligation Bonds for Parks and Public Grounds.

6. Consideration with possible action for the Initial Resolution Authorizing the Issuance of Not to Exceed $370,000 General Obligation Bonds for Buildings for the Housing of Machinery and Equipment.

7. Consideration with possible action for the Initial Resolution Authorizing the Issuance of Not to Exceed $2,085,000 General Obligation Fire Engines and Other Equipment of the Fire Department.

8. Consideration with possible action for the Initial Resolution Authorizing the Issuance of Not to Exceed $2,700,000 General Obligation Bonds for Bridge Improvements.

9. Consideration with possible action for the Resolution Authorizing and Directing the Publication of Notice of the Adoption of Initial Resolution.

10. Consideration with possible action for the Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed $19,500,000 General Obligation Corporate Purpose Bonds, Series 2024A, and All Related Details.

11. Consideration with possible action for the Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed $7,835,000 General Obligation Promissory Notes, Series 2024B, and All Related Details.

12. Consideration with possible action on revising the 2024 fee schedule resolution to include a massage establishment license fee.

13. Consideration with possible action to approve the purchase of Municipal Court audio/visual upgrades for $39,417.57.

14. Consideration with possible action to approve a service agreement with Off Duty Management for public safety software to manage all Police Department overtime.

15. Consideration with possible action for a contract amendment with Cross Safe / Everything Parking, Inc. to create an assistant manager position, estimated at $23,530/year, for additional services.

16. Consideration with possible action to approve the First Amendment to the Grant Agreement for the Neighborhood Investment Fund Program.

17. Consideration with possible action by the Department of Community & Economic Development to execute a professional services contract with E-Plan Exam.

18. Consideration with possible action to approve a planning option extension to On Broadway, Inc for parcels 4-83, 4-82, 4-81, and 4-80.

19. Consideration with possible action to approve a six (6) month planning option for the development of City owned parcel 21-24 at 3855 Finger Road.

The Committee may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Authority will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

20. Consideration with possible action regarding a budget amendment resolution for unbudgeted overtime for special events.

21. Consideration with possible action on approval of the Clams Committee report.

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

F. Informational.

1. 2023 Contingency Account: $213,081.36
   2024 Contingency Account: $240,350.00

2. The next Finance Committee meeting will be held on February 13, 2024, at 4:30 PM.

G. Adjournment.

1) THIS MEETING IS RECORDED: THE VIDEO OF THIS MEETING AND MINUTES ARE AVAILABLE ONLINE AT www.greenbaywi.gov
2) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
3) QUORUM: Please take notice that a majority or quorum of the Common Council will attend this Finance 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.

Report to the
Finance Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
January 30, 2024	

AGENDA ITEM # E.1

Consideration with possible action on the pre-sale reports prepared by Ehlers Public Finance Advisors for the 2024 borrowing approved at the Common Council meeting on December 19, 2023.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. PreSale Report - Green Bay - 2024A Bonds 01.24.24
2. PreSale Report - Green Bay - 2024B Bonds 01.24.24

January 30, 2024

PRE-SALE REPORT FOR

City of Green Bay, Wisconsin

$19,500,000 General Obligation Corporate Purpose Bonds, Series 2024A

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:

$19,500,000 General Obligation Corporate Purpose Bonds, Series 2024A (the "Bonds").

Purposes:

The proposed issue includes financing for (i) street projects, (ii) parks projects, (iii) public works building improvements, (iv) fire equipment, (v) bridge improvements, (vi) parking lots and facilities, and (vii) sewerage projects. Debt service will be paid from ad valorem property taxes with the expectation that parking and stormwater revenues will be used to abate allocable portions 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. $5,845,000 for Streets.
2. $815,000 for Parks and Public Grounds.
3. $370,000 for Building for Housing of Machinery and Equipment.
4. $2,085,000 for Fire Department Equipment.
5. $2,700,000 for Bridges.
6. $1,010,000 for Parking Lots and Facilities.
7. $6,675,000 for Sewer.

There is also a parameters resolution for the total bond amount of $19,500,000.

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 2024B General Obligation Promissory Notes (the "Notes") to be issued concurrently, the City's total General Obligation debt principal outstanding will be approximately $190,614,902, which is 39% of its limit. Remaining General Obligation Borrowing Capacity will be approximately $302,556,463.

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 2025 through 2044. Interest will be due every six months beginning April 1, 2025.

The Bonds will be subject to prepayment at the discretion of the City on April 1, 2034 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.

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. We anticipate using any premium amounts received to reduce the issue size.

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 February 6, 2024, which delegates authority to the Finance Director/Comptroller or Assistant Finance Director/Treasurer to accept and approve a bid for the Bonds so long as the bid meets certain parameters. These parameters are:

* Issue size not to exceed $19,500,000

* Maximum Bid of 98.75%

* Minimum Bid of 108.00%

* Maximum True Interest Cost (TIC) of 5.50%

* Maturity Schedule Adjustments not to exceed $250,000 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 parking 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:	February 6, 2024
Due Diligence Call to Review Official Statement:	Week of February 26, 2024
Conference with Rating Agency:	Week of February 26, 2024
Distribute Official Statement:	Week March 6, 2024
Designated Officials Award Sale of the Bonds:	March 13, 2024
Estimated Closing Date:	April 3, 2024

Attachments

Existing G.O. Debt Base Case

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
Na Lee Lee, Senior Public Finance Analyst	(262) 796-6170
Kathy Myers, Senior Financial Analyst	(262) 796-6177

Table 1
Existing G.O. Debt Base Case

City of Green Bay, WI

	Existing Debt																	
Year Ending	Total G.O. Debt Payments	G.O. Debt Expense	Less: Bay Beach	Less: Sanitary Sewer	Less: Stormwater	Less: TID	Less: Parking	Less: Northland Special Revenues	Less: Bond Premium	Less: Bellevue Intergovernmental	Less: Interest Revenue	Less: Applied Surplus[1]	Less: Other Sources	Net Tax Levy	Equalized Value (TID OUT)	Tax Rate Per $1,000	Annual Taxes $150,000 Home	Year Ending
2024	23,115,504	34,400	(408,791)	(1,703,988)	(1,603,763)	(5,441,430)	(214,506)	(261,000)	(966,301)	(8,500)	(400,000)	(1,398,442)	(195,266)	10,547,916	9,251,538,400	$1.14	$171.02	2024
2025	22,145,586	34,400	(412,847)	(1,715,266)	(1,594,789)	(5,031,767)	(214,379)	(261,000)	(193,921)	0	(150,000)	(316,000)	0	12,290,017	9,745,910,117	$1.26	$189.16	2025
2026	21,048,496	34,400	(424,207)	(1,347,555)	(1,532,130)	(4,823,564)	(207,731)	(261,000)	0		(150,000)	0		12,336,709	10,136,637,278	$1.22	$182.56	2026
2027	18,902,834	34,400	(380,665)	(1,171,388)	(1,526,593)	(3,880,799)	(212,481)	(261,000)			(150,000)			11,354,307	10,506,457,959	$1.08	$162.10	2027
2028	17,506,619	34,400	(378,368)	(1,122,614)	(1,527,835)	(3,626,288)	(212,281)	(261,000)			(150,000)			10,262,633	10,990,731,517	$0.93	$140.06	2028
2029	15,342,769	34,400	(372,887)	(1,034,581)	(1,450,818)	(2,945,148)	(217,206)	(261,000)			(150,000)			8,945,529	11,391,712,602	$0.79	$117.79	2029
2030	13,730,090	34,400	(368,505)	(994,132)	(1,436,642)	(2,738,389)	(217,356)	(261,000)			(150,000)			7,598,467	11,807,322,907	$0.64	$96.53	2030
2031	11,871,697	34,400	(365,373)	(1,001,794)	(1,353,655)	(1,866,111)	(222,506)	(261,000)			(150,000)			6,685,658	12,238,096,159	$0.55	$81.94	2031
2032	11,350,437	34,400	(367,360)	(1,004,656)	(1,360,495)	(1,854,464)	(222,406)	(261,000)			(150,000)			6,164,455	12,684,585,555	$0.49	$72.90	2032
2033	10,807,720	34,400	(364,420)	(1,012,712)	(1,366,307)	(1,655,103)	(227,069)	(261,000)			(150,000)			5,805,510	13,147,364,476	$0.44	$66.24	2033
2034	10,444,286	34,400	(360,938)	(1,007,239)	(1,373,368)	(1,652,770)	(226,531)	(261,000)			(150,000)			5,446,841	13,627,027,224	$0.40	$59.96	2034
2035	10,297,079	34,400	(360,922)	(1,015,351)	(1,379,208)	(1,470,661)	(230,831)	(263,000)			(150,000)			5,461,505	14,124,189,779	$0.39	$58.00	2035
2036	8,705,484	34,400	(360,172)	(916,999)	(1,385,441)	(792,596)	(234,856)	0			(150,000)			4,899,819	14,639,490,597	$0.33	$50.20	2036
2037	7,737,811	34,400	(354,637)	(707,239)	(1,405,946)	(792,511)	(233,781)				(150,000)			4,128,096	15,173,591,427	$0.27	$40.81	2037
2038	6,543,425	34,400	(352,539)	(485,357)	(1,104,862)	(788,031)	(237,756)				(150,000)			3,459,280	15,727,178,160	$0.22	$32.99	2038
2039	5,154,124	34,400	0	(422,727)	(1,114,142)	(654,880)	(241,594)				(150,000)			2,605,181	16,300,961,711	$0.16	$23.97	2039
2040	4,001,995	34,400		(313,107)	(716,137)	(494,639)	(171,025)				(150,000)			2,191,488	16,895,678,933	$0.13	$19.46	2040
2041	2,688,419	34,400		(163,464)	(259,795)	(337,647)	(126,597)				(150,000)			1,685,316	17,512,093,560	$0.10	$14.44	2041
2042	2,155,238	34,400		(121,176)	(193,637)	(213,175)	(78,031)				(150,000)			1,433,619	18,150,997,191	$0.08	$11.85	2042
2043	1,143,800	34,400		0	(86,806)	(214,463)	(35,744)				(150,000)			691,188	18,813,210,306	$0.04	$5.51	2043
2044	0	0			0	0	0				0			0	19,499,583,317	$0.00	$0.00	2044
Total	224,693,411	688,000	(5,632,631)	(17,261,345)	(23,772,368)	(41,274,435)	(3,984,669)	(3,134,000)	(1,160,222)	(8,500)	(3,250,000)	(1,714,442)	(195,266)	123,993,533				Total

Notes:
1) 2025 surplus represents the prepayment of the Rivers Edge Lease.

Legend:
Represents +/- 25% Change over previous year

EHLERS PUBLIC FINANCE ADVISORS

Table 2
Capital Improvements Financing Plan

City of Green Bay, WI

		2024 G.O. Bonds	Streets Improvements Portion	Parks and Public Grounds Portion	Building for the Housing of Machinery and Equipment Portion	Fire Equipment Portion	Bridge Improvements Portion	Parking Lots and Facilities Portion	Stormwater Portion	Sanitary Sewer Portion
CIP Projects[1]										
Department of Public Works		9,310,920	5,778,420		365,000		2,667,500			500,000
Parks Department		805,000		805,000						
Fire Department		2,059,800				2,059,800				
Parking Department		1,000,000						1,000,000		
Sewerage Department		6,100,000							6,100,000	
Subtotal Project Costs		**19,275,720**	**5,778,420**	**805,000**	**365,000**	**2,059,800**	**2,667,500**	**1,000,000**	**6,100,000**	**500,000**
CIP Projects[1]		**19,275,720**	**5,778,420**	**805,000**	**365,000**	**2,059,800**	**2,667,500**	**1,000,000**	**6,100,000**	**500,000**
Estimated Issuance Expenses										**8,005**
Municipal Advisor (Ehlers)		20,000	5,995	836	379	2,138	2,769	1,036	6,328	518
Bond Counsel		19,500	5,845	815	370	2,085	2,700	1,010	6,170	505
Rating Fee		25,000	7,494	1,045	474	2,673	3,462	1,295	7,910	647
Maximum Underwriter's Discount	12.50	243,750	73,063	10,188	4,625	26,063	33,750	12,625	77,125	6,313
Paying Agent		850	255	36	16	91	118	44	269	22
Subtotal Issuance Expenses		309,100	92,651	12,919	5,865	33,050	42,798	16,010	97,802	8,005
TOTAL TO BE FINANCED		**19,584,820**	**5,871,071**	**817,919**	**370,865**	**2,092,850**	**2,710,298**	**1,016,010**	**6,197,802**	**508,005**
Estimated Interest Earnings[2]	5.38%	(86,419)	(26,071)	(3,609)	(1,636)	(7,850)	(10,436)	(6,010)	(27,802)	(3,005)
Assumed spend down (months)	1									
Rounding		1,599	0	690	771	0	138	0	0	0
NET BOND SIZE		19,500,000	5,845,000	815,000	370,000	2,085,000	2,700,000	1,010,000	6,170,000	505,000

Sewerage Total 6,675,000

Notes:
1) Project Total Estimates as provided by City officials.
2) Based on the December 2023 WI LGIP anualized earnings rate.

Table 3
Allocation of Debt Service - 2024 G.O. Bonds

City of Green Bay, WI

Year	Streets Improvements Portion				Parks and Public Grounds Portion			Building for the Housing of Machinery and Equipment Portion		
Ending	Principal	Est. Rate[1]	Interest	Total	Principal	Interest	Total	Principal	Interest	Total
2024				0			0			0
2025	105,000	3.68%	318,182	423,182	15,000	44,347	59,347	5,000	20,135	25,135
2026	215,000	3.55%	206,522	421,522	30,000	28,775	58,775	15,000	13,085	28,085
2027	225,000	3.40%	198,881	423,881	30,000	27,733	57,733	15,000	12,564	27,564
2028	225,000	3.31%	191,332	416,332	35,000	26,643	61,643	15,000	12,060	27,060
2029	240,000	3.26%	183,697	423,697	35,000	25,494	60,494	15,000	11,568	26,568
2030	250,000	3.26%	175,710	425,710	35,000	24,353	59,353	15,000	11,079	26,079
2031	260,000	3.23%	167,436	427,436	35,000	23,217	58,217	15,000	10,592	25,592
2032	265,000	3.25%	158,930	423,930	35,000	22,083	57,083	15,000	10,106	25,106
2033	270,000	3.27%	150,210	420,210	40,000	20,860	60,860	20,000	9,535	29,535
2034	280,000	3.32%	141,147	421,147	40,000	19,542	59,542	20,000	8,876	28,876
2035	290,000	3.40%	131,569	421,569	40,000	18,198	58,198	20,000	8,204	28,204
2036	305,000	3.54%	121,241	426,241	40,000	16,810	56,810	20,000	7,510	27,510
2037	320,000	3.68%	109,954	429,954	45,000	15,274	60,274	20,000	6,788	26,788
2038	330,000	3.81%	97,780	427,780	45,000	13,589	58,589	20,000	6,039	26,039
2039	345,000	3.89%	84,783	429,783	45,000	11,856	56,856	20,000	5,269	25,269
2040	355,000	3.95%	71,061	426,061	50,000	9,994	59,994	20,000	4,485	24,485
2041	370,000	4.00%	56,650	426,650	50,000	8,006	58,006	25,000	3,590	28,590
2042	380,000	4.07%	41,517	421,517	55,000	5,887	60,887	25,000	2,581	27,581
2043	400,000	4.13%	25,524	425,524	55,000	3,632	58,632	25,000	1,556	26,556
2044	415,000	4.16%	8,632	423,632	60,000	1,248	61,248	25,000	520	25,520
Total	5,845,000		2,640,755	8,485,755	815,000	367,539	1,182,539	370,000	166,141	536,141

Year	Fire Equipment Portion			Bridge Improvements Portion			Parking Lots and Facilities Portion		
Ending	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total
2024			0			0			0
2025	40,000	113,366	153,366	50,000	146,864	196,864	20,000	54,927	74,927
2026	80,000	73,459	153,459	100,000	95,274	195,274	40,000	35,555	75,555
2027	80,000	70,679	150,679	105,000	91,714	196,714	40,000	34,165	74,165
2028	85,000	67,912	152,912	110,000	88,109	198,109	40,000	32,823	72,823
2029	85,000	65,120	150,120	110,000	84,495	194,495	40,000	31,509	71,509
2030	90,000	62,267	152,267	115,000	80,828	195,828	45,000	30,123	75,123
2031	90,000	59,347	149,347	120,000	77,015	197,015	45,000	28,663	73,663
2032	95,000	56,349	151,349	125,000	73,046	198,046	45,000	27,205	72,205
2033	100,000	53,171	153,171	125,000	68,971	193,971	45,000	25,738	70,738
2034	100,000	49,876	149,876	130,000	64,769	194,769	50,000	24,172	74,172
2035	105,000	46,431	151,431	135,000	60,316	195,316	50,000	22,492	72,492
2036	110,000	42,699	152,699	140,000	55,543	195,543	50,000	20,757	70,757
2037	110,000	38,728	148,728	145,000	50,397	195,397	55,000	18,860	73,860
2038	115,000	34,513	149,513	150,000	44,872	194,872	55,000	16,800	71,800
2039	120,000	29,988	149,988	155,000	38,999	193,999	60,000	14,586	74,586
2040	125,000	25,185	150,185	165,000	32,726	197,726	60,000	12,234	72,234
2041	130,000	20,117	150,117	170,000	26,067	196,067	65,000	9,749	74,749
2042	135,000	14,769	149,769	175,000	19,106	194,106	65,000	7,126	72,126
2043	140,000	9,131	149,131	185,000	11,724	196,724	70,000	4,358	74,358
2044	150,000	3,120	153,120	190,000	3,952	193,952	70,000	1,456	71,456
Total	2,085,000	936,222	3,021,222	2,700,000	1,214,785	3,914,785	1,010,000	453,293	1,463,293

Year	Stormwater Portion			Sanitary Sewer Portion		
Ending	Principal	Interest	Total	Principal	Interest	Total
2024			0			0
2025	110,000	335,787	445,787	10,000	27,472	37,472
2026	230,000	217,914	447,914	20,000	17,783	37,783
2027	240,000	209,752	449,752	20,000	17,088	37,088
2028	245,000	201,617	446,617	20,000	16,417	36,417
2029	255,000	193,406	448,406	20,000	15,760	35,760
2030	260,000	185,011	445,011	20,000	15,108	35,108
2031	270,000	176,413	446,413	20,000	14,459	34,459
2032	280,000	167,502	447,502	25,000	13,730	38,730
2033	290,000	158,211	448,211	25,000	12,915	37,915
2034	300,000	148,489	448,489	25,000	12,091	37,091
2035	310,000	138,239	448,239	25,000	11,251	36,251
2036	320,000	127,305	447,305	25,000	10,384	35,384
2037	330,000	115,569	445,569	25,000	9,481	34,481
2038	345,000	102,925	447,925	30,000	8,450	38,450
2039	360,000	89,351	449,351	30,000	7,295	37,295
2040	370,000	75,041	445,041	30,000	6,119	36,119
2041	390,000	59,934	449,934	30,000	4,926	34,926
2042	405,000	43,892	448,892	35,000	3,614	38,614
2043	420,000	26,977	446,977	35,000	2,179	37,179
2044	440,000	9,152	449,152	35,000	728	35,728
Total	6,170,000	2,782,483	8,952,483	505,000	227,247	732,247

Year	Totals		
Ending	Principal (4/1)	Interest	Total
2024	0	0	0
2025	355,000	1,061,080	1,416,080
2026	730,000	688,366	1,418,366
2027	755,000	662,574	1,417,574
2028	775,000	636,912	1,411,912
2029	800,000	611,046	1,411,046
2030	830,000	584,477	1,414,477
2031	855,000	557,140	1,412,140
2032	885,000	528,950	1,413,950
2033	915,000	499,609	1,414,609
2034	945,000	468,962	1,413,962
2035	975,000	436,700	1,411,700
2036	1,010,000	402,248	1,412,248
2037	1,050,000	365,051	1,415,051
2038	1,090,000	324,966	1,414,966
2039	1,135,000	282,126	1,417,126
2040	1,175,000	236,844	1,411,844
2041	1,230,000	189,038	1,419,038
2042	1,275,000	138,491	1,413,491
2043	1,330,000	85,081	1,415,081
2044	1,385,000	28,808	1,413,808
Total	19,500,000	8,788,466	28,288,466

Notes:

1) Estimated Rate assumes January 5, 2024 BVAL AAA scale plus 1.00%.

Table 4
Financing Plan Tax Impact

City of Green Bay, WI

	Existing Debt					Proposed Debt									
						2024 G.O. Bonds 19,500,000 Dated: 4/3/2024	2024 G.O. Notes 7,835,000 Dated: 4/3/2024	Abatements		Debt Service Levy		Taxes			
Year Ending	Net Debt Service Levy	Change From Prior Year Levy	Equalized Value (TID OUT)[1]	Tax Rate Per $1,000	Annual Taxes $150,000 Home	Total Principal and Interest	Total Principal and Interest	Less: Parking	Less: Stormwater	Total Net Debt Service Levy	Levy Change from Prior Year	Total Tax Rate for Debt Service	Annual Taxes $150,000 Home	Annual Taxes Difference From Existing	Year Ending
2024	10,547,916		9,251,538,400	$1.14	$171.02					10,547,916		$1.14	$171	$0.00	2024
2025	12,290,017	1,742,100	9,745,910,117	$1.26	$189.16	1,416,080	1,169,101	(74,927)	(554,977)	13,799,506	3,251,590	$1.42	$212	$23	2025
2026	12,336,709	46,692	10,136,637,278	$1.22	$182.56	1,418,366	1,162,554	(75,555)	(554,472)	13,839,688	40,182	$1.37	$205	$22	2026
2027	11,354,307	(982,401)	10,506,457,959	$1.08	$162.10	1,417,574	1,164,121	(74,165)	(558,445)	12,853,641	(986,048)	$1.22	$184	$21	2027
2028	10,262,633	(1,091,675)	10,990,731,517	$0.93	$140.06	1,411,912	846,041	(72,823)	(557,375)	11,443,772	(1,409,869)	$1.04	$156	$16	2028
2029	8,945,529	(1,317,103)	11,391,712,602	$0.79	$117.79	1,411,046	843,049	(71,509)	(556,208)	10,123,502	(1,320,269)	$0.89	$133	$16	2029
2030	7,598,467	(1,347,063)	11,807,322,907	$0.64	$96.53	1,414,477	844,495	(75,123)	(554,798)	8,782,507	(1,340,995)	$0.74	$112	$15	2030
2031	6,685,658	(912,809)	12,238,096,159	$0.55	$81.94	1,412,140	840,321	(73,663)	(553,116)	7,864,927	(917,580)	$0.64	$96	$14	2031
2032	6,164,455	(521,203)	12,684,585,555	$0.49	$72.90	1,413,950	850,291	(72,205)	(556,047)	7,352,943	(511,985)	$0.58	$87	$14	2032
2033	5,805,510	(358,945)	13,147,364,476	$0.44	$66.24	1,414,609	745,845	(70,738)	(558,413)	6,888,602	(464,341)	$0.52	$79	$12	2033
2034	5,446,841	(358,669)	13,627,027,224	$0.40	$59.96	1,413,962	742,118	(74,172)	(555,232)	6,525,027	(363,574)	$0.48	$72	$12	2034
2035	5,461,505	14,664	14,124,189,779	$0.39	$58.00	1,411,700	0	(72,492)	(448,239)	5,904,234	(620,793)	$0.42	$63	$5	2035
2036	4,899,819	(561,686)	14,639,490,597	$0.33	$50.20	1,412,248		(70,757)	(447,305)	5,346,699	(557,535)	$0.37	$55	$5	2036
2037	4,128,096	(771,722)	15,173,591,427	$0.27	$40.81	1,415,051		(73,860)	(445,569)	4,578,149	(768,550)	$0.30	$45	$4	2037
2038	3,459,280	(668,817)	15,727,178,160	$0.22	$32.99	1,414,966		(71,800)	(447,925)	3,906,596	(671,553)	$0.25	$37	$4	2038
2039	2,605,181	(854,099)	16,300,961,711	$0.16	$23.97	1,417,126		(74,586)	(449,351)	3,049,021	(857,576)	$0.19	$28	$4	2039
2040	2,191,488	(413,694)	16,895,678,933	$0.13	$19.46	1,411,844		(72,234)	(445,041)	2,641,016	(408,005)	$0.16	$23	$4	2040
2041	1,685,316	(506,172)	17,512,093,560	$0.10	$14.44	1,419,038		(74,749)	(449,934)	2,129,738	(511,278)	$0.12	$18	$4	2041
2042	1,433,619	(251,697)	18,150,997,191	$0.08	$11.85	1,413,491		(72,126)	(448,892)	1,877,201	(252,537)	$0.10	$16	$4	2042
2043	691,188	(742,431)	18,813,210,306	$0.04	$5.51	1,415,081		(74,358)	(446,977)	1,137,957	(739,244)	$0.06	$9	$4	2043
2044	0	(691,188)	19,499,583,317	$0.00	$0.00	1,413,808		(71,456)	(449,152)	444,048	(693,909)	$0.02	$3	$3	2044
2045	0	0	20,210,997,663	$0.00	$0.00	0		0	0	0	(444,048)	$0.00	$0	$0	2045
Total	123,993,533					28,288,466	9,207,934	(1,463,293)	(10,037,465)					207	Total

Notes:

1) Projected TID OUT EV based on 5-year average at 5.34% 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.

Table 5
General Obligation Debt Capacity Analysis - Impact of Financing Plan

City of Green Bay, WI

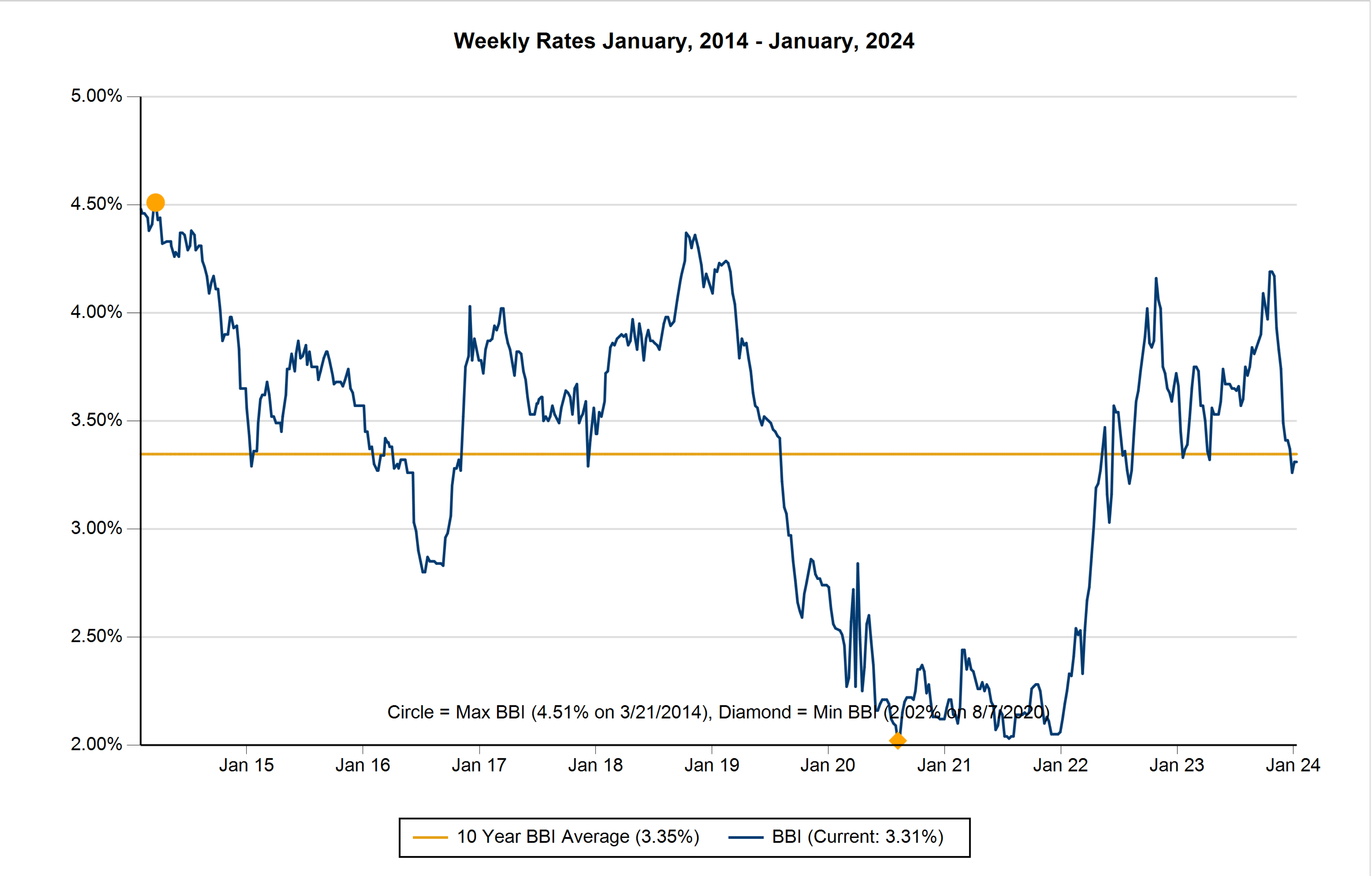
Existing Debt					Proposed Debt					
Year Ending	Projected Equalized Value (TID IN)[1]	Debt Limit	Existing Principal Outstanding	% of Limit	2024 G.O. Bonds	2024 G.O. Notes	Combined Principal Existing & Proposed	% of Limit	Residual Capacity	Year Ending
2023	9,863,427,300	493,171,365	180,515,772	**37%**			$180,515,772	**37%**	$312,655,593	2023
2024	10,223,701,032	511,185,052	163,279,902	**32%**	19,500,000	7,835,000	$190,614,902	**37%**	$320,570,150	2024
2025	10,597,134,202	529,856,710	146,412,321	**28%**	19,145,000	7,045,000	$172,602,321	**33%**	$357,254,389	2025
2026	10,984,207,475	549,210,374	130,125,000	**24%**	18,415,000	6,100,000	$154,640,000	**28%**	$394,570,374	2026
2027	11,385,419,072	569,270,954	115,485,000	**20%**	17,660,000	5,120,000	$138,265,000	**24%**	$431,005,954	2027
2028	11,801,285,412	590,064,271	101,770,000	**17%**	16,885,000	4,430,000	$123,085,000	**21%**	$466,979,271	2028
2029	12,232,341,779	611,617,089	89,790,000	**15%**	16,085,000	3,720,000	$109,595,000	**18%**	$502,022,089	2029
2030	12,679,143,006	633,957,150	79,060,000	**12%**	15,255,000	2,985,000	$97,300,000	**15%**	$536,657,150	2030
2031	13,142,264,194	657,113,210	69,875,000	**11%**	14,400,000	2,230,000	$86,505,000	**13%**	$570,608,210	2031
2032	13,622,301,449	681,115,072	60,915,000	**9%**	13,515,000	1,440,000	$75,870,000	**11%**	$605,245,072	2032
2033	14,119,872,651	705,993,633	52,205,000	**7%**	12,600,000	730,000	$65,535,000	**9%**	$640,458,633	2033
2034	14,635,618,249	731,780,912	43,575,000	**6%**	11,655,000	0	$55,230,000	**8%**	$676,550,912	2034
2035	15,170,202,086	758,510,104	34,810,000	**5%**	10,680,000		$45,490,000	**6%**	$713,020,104	2035
2036	15,724,312,250	786,215,612	27,105,000	**3%**	9,670,000		$36,775,000	**5%**	$749,440,612	2036
2037	16,298,661,964	814,933,098	20,135,000	**2%**	8,620,000		$28,755,000	**4%**	$786,178,098	2037
2038	16,893,990,504	844,699,525	14,160,000	**2%**	7,530,000		$21,690,000	**3%**	$823,009,525	2038
2039	17,511,064,145	875,553,207	9,415,000	**1%**	6,395,000		$15,810,000	**2%**	$859,743,207	2039
2040	18,150,677,156	907,533,858	5,695,000	**1%**	5,220,000		$10,915,000	**1%**	$896,618,858	2040
2041	18,813,652,813	940,682,641	3,185,000	**0%**	3,990,000		$7,175,000	**1%**	$933,507,641	2041
2042	19,500,844,466	975,042,223	1,120,000	**0%**	2,715,000		$3,835,000	**0%**	$971,207,223	2042
2043	20,213,136,633	1,010,656,832	0	**0%**	1,385,000		$1,385,000	**0%**	$1,009,271,832	2043
2044	20,951,446,142	1,047,572,307		**0%**	0		$0	**0%**	$1,047,572,307	2044

Notes:

1) Projected TID IN EV based on 5-year average at 3.65% 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

January 30, 2024

PRE-SALE REPORT FOR

City of Green Bay, Wisconsin

$7,835,000 General Obligation Promissory Notes, Series 2024B

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:

$7,835,000 General Obligation Promissory Notes, Series 2024B (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 with the expectation that stormwater revenues will be used to abate the allocable portion of the overall debt service. Further, 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 2024A General Obligation Corporate Purpose Bonds (the "Bonds") to be issued concurrently, the City's total General Obligation debt principal outstanding will be approximately $190,614,902, which is 39% of its limit. Remaining General Obligation Borrowing Capacity will be approximately $302,556,463.

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 2025 through 2034. Interest will be due every six months beginning April 1, 2025.

The Notes will be subject to prepayment at the discretion of the City on April 1, 2031 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.

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. We anticipate using any premium amounts received to reduce the issue size.

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 February 6, 2024, which delegates authority to the Finance Director/Comptroller or Assistant Finance Director/Treasurer 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 $7,835,000

* Maximum Bid of 99.00%

* Minimum Bid of 108.00%

* Maximum True Interest Cost (TIC) of 5.25%

* Maximum Schedule Adjustments not to exceed $350,000 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.

Risk Factors:

GO with Planned Abatement: The City expects to abate a portion of the City debt service with storm water utility revenues. In the event this revenue source is not available, the City is obligated to levy property taxes in an amount sufficient to make all debt payments.

Other Service Providers:

This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, but the final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.

Bond Counsel: Foley & Lardner LLP.

Paying Agent: Associated Trust Company, N.A.

Rating Agency: Moody's Investors Service, Inc.

PROPOSED DEBT ISSUANCE SCHEDULE

Pre-Sale Review by Common Council:	February 6, 2024
Due Diligence Call to Review Official Statement:	Week of February 26, 2024
Conference with Rating Agency:	Week of February 26, 2024
Distribute Official Statement:	Week of March 6, 2024
Designated Officials Award Sale of the Notes:	March 13, 2024
Estimated Closing Date:	April 3, 2024

Attachments

Existing G.O. Debt Base Case

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

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Table 1
Existing G.O. Debt Base Case

City of Green Bay, WI

Year Ending	Existing Debt																	Year Ending
	Total G.O. Debt Payments	G.O. Debt Expense	Less: Bay Beach	Less: Sanitary Sewer	Less: Stormwater	Less: TID	Less: Parking	Less: Northland Special Revenues	Less: Bond Premium	Less: Bellevue Intergovernmental	Less: Interest Revenue	Less: Applied Surplus[1]	Less: Other Sources	Net Tax Levy	Equalized Value (TID OUT)	Tax Rate Per $1,000	Annual Taxes $150,000 Home	
2024	23,115,504	34,400	(408,791)	(1,703,988)	(1,603,763)	(5,441,430)	(214,506)	(261,000)	(966,301)	(8,500)	(400,000)	(1,398,442)	(195,266)	10,547,916	9,251,538,400	$1.14	$171.02	2024
2025	22,145,586	34,400	(412,847)	(1,715,266)	(1,594,789)	(5,031,767)	(214,379)	(261,000)	(193,921)	0	(150,000)	(316,000)	0	12,290,017	9,745,910,117	$1.26	$189.16	2025
2026	21,048,496	34,400	(424,207)	(1,347,555)	(1,532,130)	(4,823,564)	(207,731)	(261,000)	0		(150,000)	0		12,336,709	10,136,637,278	$1.22	$182.56	2026
2027	18,902,834	34,400	(380,665)	(1,171,388)	(1,526,593)	(3,880,799)	(212,481)	(261,000)			(150,000)			11,354,307	10,506,457,959	$1.08	$162.10	2027
2028	17,506,619	34,400	(378,368)	(1,122,614)	(1,527,835)	(3,626,288)	(212,281)	(261,000)			(150,000)			10,262,633	10,990,731,517	$0.93	$140.06	2028
2029	15,342,769	34,400	(372,887)	(1,034,581)	(1,450,818)	(2,945,148)	(217,206)	(261,000)			(150,000)			8,945,529	11,391,712,602	$0.79	$117.79	2029
2030	13,730,090	34,400	(368,505)	(994,132)	(1,436,642)	(2,738,389)	(217,356)	(261,000)			(150,000)			7,598,467	11,807,322,907	$0.64	$96.53	2030
2031	11,871,697	34,400	(365,373)	(1,001,794)	(1,353,655)	(1,866,111)	(222,506)	(261,000)			(150,000)			6,685,658	12,238,096,159	$0.55	$81.94	2031
2032	11,350,437	34,400	(367,360)	(1,004,656)	(1,360,495)	(1,854,464)	(222,406)	(261,000)			(150,000)			6,164,455	12,684,585,555	$0.49	$72.90	2032
2033	10,807,720	34,400	(364,420)	(1,012,712)	(1,366,307)	(1,655,103)	(227,069)	(261,000)			(150,000)			5,805,510	13,147,364,476	$0.44	$66.24	2033
2034	10,444,286	34,400	(360,938)	(1,007,239)	(1,373,368)	(1,652,770)	(226,531)	(261,000)			(150,000)			5,446,841	13,627,027,224	$0.40	$59.96	2034
2035	10,297,079	34,400	(360,922)	(1,015,351)	(1,379,208)	(1,470,661)	(230,831)	(263,000)			(150,000)			5,461,505	14,124,189,779	$0.39	$58.00	2035
2036	8,705,484	34,400	(360,172)	(916,999)	(1,385,441)	(792,596)	(234,856)	0			(150,000)			4,899,819	14,639,490,597	$0.33	$50.20	2036
2037	7,737,811	34,400	(354,637)	(707,239)	(1,405,946)	(792,511)	(233,781)				(150,000)			4,128,096	15,173,591,427	$0.27	$40.81	2037
2038	6,543,425	34,400	(352,539)	(485,357)	(1,104,862)	(788,031)	(237,756)				(150,000)			3,459,280	15,727,178,160	$0.22	$32.99	2038
2039	5,154,124	34,400	0	(422,727)	(1,114,142)	(654,880)	(241,594)				(150,000)			2,605,181	16,300,961,711	$0.16	$23.97	2039
2040	4,001,995	34,400		(313,107)	(716,137)	(494,639)	(171,025)				(150,000)			2,191,488	16,895,678,933	$0.13	$19.46	2040
2041	2,688,419	34,400		(163,464)	(259,795)	(337,647)	(126,597)				(150,000)			1,685,316	17,512,093,560	$0.10	$14.44	2041
2042	2,155,238	34,400		(121,176)	(193,637)	(213,175)	(78,031)				(150,000)			1,433,619	18,150,997,191	$0.08	$11.85	2042
2043	1,143,800	34,400		0	(86,806)	(214,463)	(35,744)				(150,000)			691,188	18,813,210,306	$0.04	$5.51	2043
2044	0	0			0	0	0				0			0	19,499,583,317	$0.00	$0.00	2044
Total	224,693,411	688,000	(5,632,631)	(17,261,345)	(23,772,368)	(41,274,435)	(3,984,669)	(3,134,000)	(1,160,222)	(8,500)	(3,250,000)	(1,714,442)	(195,266)	123,993,533				Total

Notes:

1) 2025 surplus represents the prepayment of the Rivers Edge Lease.

Legend:

Represents +/- 25% Change over previous year

EHLERS PUBLIC FINANCE ADVISORS

Table 2
Capital Improvements Financing Plan
City of Green Bay, WI

		2024				
		G.O. Notes	Levy - 10-year Portion	Levy - 8-year Portion	Levy - 3-year Portion	Storm Sewer - 10 Year Portion
CIP Projects[1]						
Department of Public Works		1,265,500	1,265,500			
Sanitary Trucks		710,000		710,000		
Parks Department		510,180	510,180			
Fire Department		1,555,385	1,555,385			
Sewerage Department		900,000				900,000
Police Department		1,484,500	607,000		877,500	
Other Departments		1,325,000	1,325,000			
Subtotal Project Costs		**7,750,565**	**5,263,065**	**710,000**	**877,500**	**900,000**
CIP Projects[1]		**7,750,565**	**5,263,065**	**710,000**	**877,500**	**900,000**
Estimated Issuance Expenses						**13,264**
Municipal Advisor (Ehlers)		15,000	10,175	1,378	1,704	1,742
Bond Counsel		10,000	6,784	919	1,136	1,161
Rating Fee		10,000	6,784	919	1,136	1,161
Maximum Underwriter's Discount	10.00	78,350	53,150	7,200	8,900	9,100
Paying Agent		850	577	78	97	99
Subtotal Issuance Expenses		114,200	77,469	10,494	12,972	13,264
TOTAL TO BE FINANCED		**7,864,765**	**5,340,534**	**720,494**	**890,472**	**913,264**
Estimated Interest Earnings[2]	5.38%	(34,748)	(25,534)	(3,183)	(1,996)	(4,035)
Assumed spend down (months)	1					
Rounding		4,983	0	2,689	1,523	771
NET BOND SIZE		**7,835,000**	**5,315,000**	**720,000**	**890,000**	**910,000**

Notes:
1) Project Total Estimates as provided by City officials.
2) Based on the December 2023 WI LGIP anualized earnings rate.

EHLERS PUBLIC FINANCE ADVISORS

Table 3
Allocation of Debt Service - 2024 G.O. Notes

City of Green Bay, WI

Year	Levy - 10-year Portion				Levy - 8-year Portion			Levy - 3-year Portion			Storm Sewer - 10 Year Portion		
Ending	Principal	Est. Rate	Interest	Total	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total
2024				0			0			0			0
2025	375,000	3.68%	258,202	633,202	75,000	34,724	109,724	275,000	41,985	316,985	65,000	44,190	109,190
2026	480,000	3.55%	155,072	635,072	85,000	19,890	104,890	300,000	16,035	316,035	80,000	26,558	106,558
2027	495,000	3.40%	138,137	633,137	85,000	16,936	101,936	315,000	5,355	320,355	85,000	23,693	108,693
2028	510,000	3.31%	121,281	631,281	90,000	14,002	104,002			0	90,000	20,759	110,759
2029	530,000	3.26%	104,202	634,202	90,000	11,045	101,045			0	90,000	17,802	107,802
2030	545,000	3.26%	86,679	631,679	95,000	8,030	103,030			0	95,000	14,787	109,787
2031	565,000	3.23%	68,671	633,671	95,000	4,947	99,947			0	95,000	11,704	106,704
2032	585,000	3.25%	50,040	635,040	105,000	1,706	106,706			0	100,000	8,545	108,545
2033	605,000	3.27%	30,642	635,642			0			0	105,000	5,203	110,203
2034	625,000	3.32%	10,375	635,375			0			0	105,000	1,743	106,743
Total	5,315,000		1,023,298	6,338,298	720,000	111,278	831,278	890,000	63,375	953,375	910,000	174,982	1,084,982

Year	Totals		
Ending	Principal (4/1)	Interest	Total
2024	0	0	0
2025	790,000	379,101	1,169,101
2026	945,000	217,554	1,162,554
2027	980,000	184,121	1,164,121
2028	690,000	156,041	846,041
2029	710,000	133,049	843,049
2030	735,000	109,495	844,495
2031	755,000	85,321	840,321
2032	790,000	60,291	850,291
2033	710,000	35,845	745,845
2034	730,000	12,118	742,118
Total	7,835,000	1,372,934	9,207,934

Notes:

1) Estimated Rate assumes January 5, 2024 BVAL AAA scale plus 1.00%.

Table 4
Financing Plan Tax Impact
City of Green Bay, WI

	Existing Debt					Proposed Debt									
						2024 G.O. Bonds	2024 G.O. Notes	Abatements		Debt Service Levy		Taxes			
Year Ending	Net Debt Service Levy	Change From Prior Year Levy	Equalized Value (TID OUT)[1]	Tax Rate Per $1,000	Annual Taxes $150,000 Home	19,500,000 Dated: 4/3/2024 Total Principal and Interest	7,835,000 Dated: 4/3/2024 Total Principal and Interest	Less: Parking	Less: Stormwater	Total Net Debt Service Levy	Levy Change from Prior Year	Total Tax Rate for Debt Service	Annual Taxes $150,000 Home	Annual Taxes Difference From Existing	Year Ending
2024	10,547,916		9,251,538,400	$1.14	$171.02					10,547,916		$1.14	$171	$0.00	2024
2025	12,290,017	1,742,100	9,745,910,117	$1.26	$189.16	1,416,080	1,169,101	(74,927)	(554,977)	13,799,506	3,251,590	$1.42	$212	$23	2025
2026	12,336,709	46,692	10,136,637,278	$1.22	$182.56	1,418,366	1,162,554	(75,555)	(554,472)	13,839,688	40,182	$1.37	$205	$22	2026
2027	11,354,307	(982,401)	10,506,457,959	$1.08	$162.10	1,417,574	1,164,121	(74,165)	(558,445)	12,853,641	(986,048)	$1.22	$184	$21	2027
2028	10,262,633	(1,091,675)	10,990,731,517	$0.93	$140.06	1,411,912	846,041	(72,823)	(557,375)	11,443,772	(1,409,869)	$1.04	$156	$16	2028
2029	8,945,529	(1,317,103)	11,391,712,602	$0.79	$117.79	1,411,046	843,049	(71,509)	(556,208)	10,123,502	(1,320,269)	$0.89	$133	$16	2029
2030	7,598,467	(1,347,063)	11,807,322,907	$0.64	$96.53	1,414,477	844,495	(75,123)	(554,798)	8,782,507	(1,340,995)	$0.74	$112	$15	2030
2031	6,685,658	(912,809)	12,238,096,159	$0.55	$81.94	1,412,140	840,321	(73,663)	(553,116)	7,864,927	(917,580)	$0.64	$96	$14	2031
2032	6,164,455	(521,203)	12,684,585,555	$0.49	$72.90	1,413,950	850,291	(72,205)	(556,047)	7,352,943	(511,985)	$0.58	$87	$14	2032
2033	5,805,510	(358,945)	13,147,364,476	$0.44	$66.24	1,414,609	745,845	(70,738)	(558,413)	6,888,602	(464,341)	$0.52	$79	$12	2033
2034	5,446,841	(358,669)	13,627,027,224	$0.40	$59.96	1,413,962	742,118	(74,172)	(555,232)	6,525,027	(363,574)	$0.48	$72	$12	2034
2035	5,461,505	14,664	14,124,189,779	$0.39	$58.00	1,411,700	0	(72,492)	(448,239)	5,904,234	(620,793)	$0.42	$63	$5	2035
2036	4,899,819	(561,686)	14,639,490,597	$0.33	$50.20	1,412,248		(70,757)	(447,305)	5,346,699	(557,535)	$0.37	$55	$5	2036
2037	4,128,096	(771,722)	15,173,591,427	$0.27	$40.81	1,415,051		(73,860)	(445,569)	4,578,149	(768,550)	$0.30	$45	$4	2037
2038	3,459,280	(668,817)	15,727,178,160	$0.22	$32.99	1,414,966		(71,800)	(447,925)	3,906,596	(671,553)	$0.25	$37	$4	2038
2039	2,605,181	(854,099)	16,300,961,711	$0.16	$23.97	1,417,126		(74,586)	(449,351)	3,049,021	(857,576)	$0.19	$28	$4	2039
2040	2,191,488	(413,694)	16,895,678,933	$0.13	$19.46	1,411,844		(72,234)	(445,041)	2,641,016	(408,005)	$0.16	$23	$4	2040
2041	1,685,316	(506,172)	17,512,093,560	$0.10	$14.44	1,419,038		(74,749)	(449,934)	2,129,738	(511,278)	$0.12	$18	$4	2041
2042	1,433,619	(251,697)	18,150,997,191	$0.08	$11.85	1,413,491		(72,126)	(448,892)	1,877,201	(252,537)	$0.10	$16	$4	2042
2043	691,188	(742,431)	18,813,210,306	$0.04	$5.51	1,415,081		(74,358)	(446,977)	1,137,957	(739,244)	$0.06	$9	$4	2043
2044	0	(691,188)	19,499,583,317	$0.00	$0.00	1,413,808		(71,456)	(449,152)	444,048	(693,909)	$0.02	$3	$3	2044
2045	0	0	20,210,997,663	$0.00	$0.00	0		0	0	0	(444,048)	$0.00	$0	$0	2045
Total	123,993,533					28,288,466	9,207,934	(1,463,293)	(10,037,465)					207	Total

Notes:
1) Projected TID OUT EV based on 5-year average at 5.34% 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

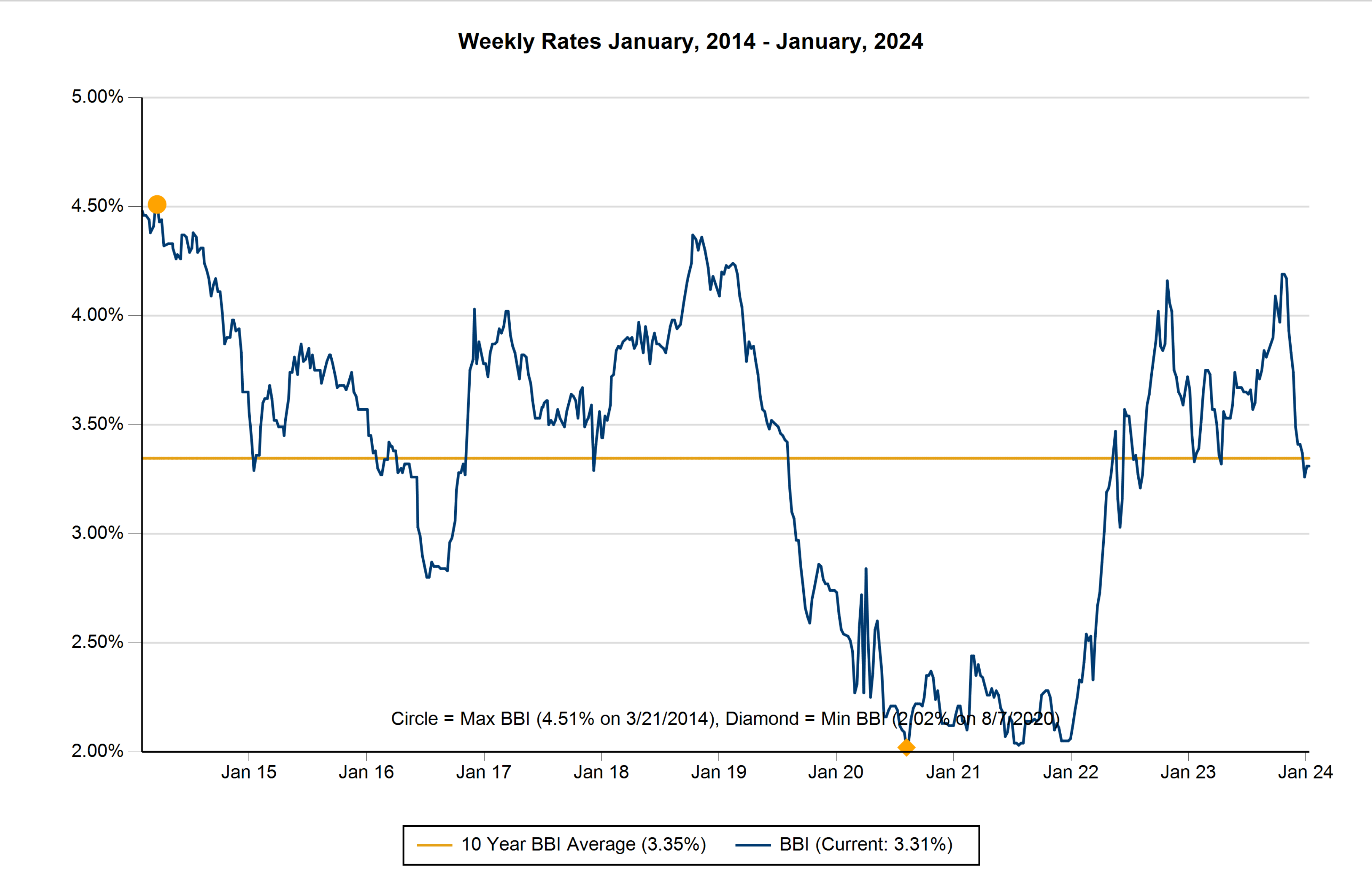
City of Green Bay, WI

Existing Debt					Proposed Debt					
Year Ending	Projected Equalized Value (TID IN)[1]	Debt Limit	Existing Principal Outstanding	% of Limit	2024 G.O. Bonds	2024 G.O. Notes	Combined Principal Existing & Proposed	% of Limit	Residual Capacity	Year Ending
2023	9,863,427,300	493,171,365	180,515,772	**37%**			$180,515,772	**37%**	$312,655,593	2023
2024	10,223,701,032	511,185,052	163,279,902	**32%**	19,500,000	7,835,000	$190,614,902	**37%**	$320,570,150	2024
2025	10,597,134,202	529,856,710	146,412,321	**28%**	19,145,000	7,045,000	$172,602,321	**33%**	$357,254,389	2025
2026	10,984,207,475	549,210,374	130,125,000	**24%**	18,415,000	6,100,000	$154,640,000	**28%**	$394,570,374	2026
2027	11,385,419,072	569,270,954	115,485,000	**20%**	17,660,000	5,120,000	$138,265,000	**24%**	$431,005,954	2027
2028	11,801,285,412	590,064,271	101,770,000	**17%**	16,885,000	4,430,000	$123,085,000	**21%**	$466,979,271	2028
2029	12,232,341,779	611,617,089	89,790,000	**15%**	16,085,000	3,720,000	$109,595,000	**18%**	$502,022,089	2029
2030	12,679,143,006	633,957,150	79,060,000	**12%**	15,255,000	2,985,000	$97,300,000	**15%**	$536,657,150	2030
2031	13,142,264,194	657,113,210	69,875,000	**11%**	14,400,000	2,230,000	$86,505,000	**13%**	$570,608,210	2031
2032	13,622,301,449	681,115,072	60,915,000	**9%**	13,515,000	1,440,000	$75,870,000	**11%**	$605,245,072	2032
2033	14,119,872,651	705,993,633	52,205,000	**7%**	12,600,000	730,000	$65,535,000	**9%**	$640,458,633	2033
2034	14,635,618,249	731,780,912	43,575,000	**6%**	11,655,000	0	$55,230,000	**8%**	$676,550,912	2034
2035	15,170,202,086	758,510,104	34,810,000	**5%**	10,680,000		$45,490,000	**6%**	$713,020,104	2035
2036	15,724,312,250	786,215,612	27,105,000	**3%**	9,670,000		$36,775,000	**5%**	$749,440,612	2036
2037	16,298,661,964	814,933,098	20,135,000	**2%**	8,620,000		$28,755,000	**4%**	$786,178,098	2037
2038	16,893,990,504	844,699,525	14,160,000	**2%**	7,530,000		$21,690,000	**3%**	$823,009,525	2038
2039	17,511,064,145	875,553,207	9,415,000	**1%**	6,395,000		$15,810,000	**2%**	$859,743,207	2039
2040	18,150,677,156	907,533,858	5,695,000	**1%**	5,220,000		$10,915,000	**1%**	$896,618,858	2040
2041	18,813,652,813	940,682,641	3,185,000	**0%**	3,990,000		$7,175,000	**1%**	$933,507,641	2041
2042	19,500,844,466	975,042,223	1,120,000	**0%**	2,715,000		$3,835,000	**0%**	$971,207,223	2042
2043	20,213,136,633	1,010,656,832	0	**0%**	1,385,000		$1,385,000	**0%**	$1,009,271,832	2043
2044	20,951,446,142	1,047,572,307		**0%**	0		$0	**0%**	$1,047,572,307	2044

Notes:

1) Projected TID IN EV based on 5-year average at 3.65% annual inflation.

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

EHLERS
PUBLIC FINANCE ADVISORS

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
January 30, 2024	

AGENDA ITEM # E.2

Consideration with possible action for the Initial Resolution Authorizing the Issuance of Not to Exceed $5,845,000 General Obligation Bonds for Street Improvements.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. STREET IMPROVEMENTS

COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN

February 6, 2024 **Resolution No. ___**

An Initial Resolution Authorizing the
Issuance of Not to Exceed
$5,845,000 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 $5,845,000 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: February 6, 2024

Approved: February ___, 2024

____
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 $5,845,000 General Obligation Bonds for Street Improvements

I do hereby further certify as follows:

1. **Meeting Date.** On February 6, 2024 a meeting of the Governing Body was held commencing at _____ p.m.

2. **Posting**. On February ___, 2024 (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 February ___, 2024 (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 February ___, 2024, 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 February ___, 2024.

____
Clerk

[SEAL]

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
January 30, 2024	

AGENDA ITEM # E.3

Consideration with possible action for the Initial Resolution Authorizing the Issuance of Not to Exceed $6,675,000 General Obligation Bonds for Sewage Improvements.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Bonds - Sewer Improvements

COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN

February 6, 2024 **Resolution No. ___**

An Initial Resolution Authorizing the Issuance of Not to Exceed $6,675,000 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 $6,675,000 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: February 6, 2024

Approved: February ___, 2024

____
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 $6,675,000 General Obligation Bonds for Sewerage Improvements

I do hereby further certify as follows:

1. **Meeting Date**. On February 6, 2024 a meeting of the Governing Body was held commencing at _____ p.m.

2. **Posting**. On February ___, 2024 (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 February ___, 2024 (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 February ___, 2024, 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 February ___, 2024.

____
Clerk

[SEAL]

Report to the
Finance Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
January 30, 2024	

AGENDA ITEM # E.4

Consideration with possible action for the Initial Resolution Authorizing the Issuance of Not to Exceed $1,010,000 General Obligation Bonds for Parking Lots or Other Parking Facilities.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Bonds-Parking

COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN

February 6, 2024 **Resolution No. ___**

An Initial Resolution Authorizing the
Issuance of Not to Exceed
$1,010,000 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 $1,010,000 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: February 6, 2024

Approved: February ___, 2024

____
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
$1,010,000 General Obligation Bonds
for Parking Lots or Other Parking Facilities

I do hereby further certify as follows:

1. **Meeting Date**. On February 6, 2024 a meeting of the Governing Body was held commencing at _____ p.m.

2. **Posting**. On February ___, 2024 (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 February ___, 2024 (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 February ___, 2024, 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 February ___, 2024.

____
Clerk

[SEAL]

Report to the
Finance Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
January 30, 2024	

AGENDA ITEM # E.5

Consideration with possible action for the Initial Resolution Authorizing the Issuance of Not to Exceed $815,000 General Obligation Bonds for Parks and Public Grounds.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Bonds-Parks

100 North Jefferson Street, Green Bay, Wisconsin 54301-5026
greenbaywi.gov

COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN

February 6, 2024 **Resolution No. ___**

An Initial Resolution Authorizing the
Issuance of Not to Exceed
$815,000 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 $815,000 for parks and public grounds, including, but not limited to, construction of and improvements to various park facilities and buildings, and replacement of walkways and scoreboards; *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: February 6, 2024

Approved: February ___, 2024

____
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
$815,000 General Obligation Bonds
for Parks and Public Grounds

I do hereby further certify as follows:

1. **Meeting Date**. On February 6, 2024 a meeting of the Governing Body was held commencing at _____ p.m.

2. **Posting**. On February ___, 2024 (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 February ___, 2024 (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 February ___, 2024, 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 February ___, 2024.

____
Clerk

[SEAL]

Report to the
Finance Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
January 30, 2024	

AGENDA ITEM # E.6

Consideration with possible action for the Initial Resolution Authorizing the Issuance of Not to Exceed $370,000 General Obligation Bonds for Buildings for the Housing of Machinery and Equipment.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Bonds-Equipment Housing

100 North Jefferson Street, Green Bay, Wisconsin 54301-5026
greenbaywi.gov

COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN

February 6, 2024 **Resolution No. ___**

An Initial Resolution Authorizing the Issuance of Not to Exceed $370,000 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 $370,000 for buildings for the housing of machinery and equipment, including, but not limited to, west shop garage improvements and 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: February 6, 2024

Approved: February ___, 2024

____
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
$370,000 General Obligation Bonds
for Buildings for the Housing of Machinery and Equipment

I do hereby further certify as follows:

1. **Meeting Date.** On February 6, 2024 a meeting of the Governing Body was held commencing at _____ p.m.

2. **Posting**. On February ___, 2024 (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 February ___, 2024 (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 February ___, 2024, 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 February ___, 2024.

____
Clerk

[SEAL]

Report to the
Finance Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
January 30, 2024	

AGENDA ITEM # E.7

Consideration with possible action for the Initial Resolution Authorizing the Issuance of Not to Exceed $2,085,000 General Obligation Fire Engines and Other Equipment of the Fire Department.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Bonds - Fire Dept

COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN

February 6, 2024 **Resolution No. ___**

An Initial Resolution Authorizing the
Issuance of Not to Exceed
$2,085,000 General Obligation Bonds
for Fire Engines and Other Equipment of the Fire Department

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 $2,085,000 for fire engines and other equipment of the fire department, including, but not limited to, the purchase of a ladder truck and replacement of various equipment of the Fire Department; *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: February 6, 2024

Approved: February ___, 2024

____
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
$2,085,000 General Obligation Bonds
for Fire Engines and Other Equipment of the Fire Department

I do hereby further certify as follows:

1. **Meeting Date.** On February 6, 2024 a meeting of the Governing Body was held commencing at _____ p.m.

2. **Posting**. On February ___, 2024 (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 February ___, 2024 (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 February ___, 2024, 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 February ___, 2024.

____
Clerk

[SEAL]

Report to the
Finance Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
January 30, 2024	

AGENDA ITEM # E.8

Consideration with possible action for the Initial Resolution Authorizing the Issuance of Not to Exceed $2,700,000 General Obligation Bonds for Bridge Improvements.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Bonds - Bridge Improvements

COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN

February 6, 2024 **Resolution No. ___**

An Initial Resolution Authorizing the
Issuance of Not to Exceed
$2,700,000 General Obligation Bonds
for Bridge 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 $2,700,000 for bridge improvements, but not limited to, construction, improvements, and replacements of various City bridges; *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: February 6, 2024

Approved: February ___, 2024

____
Mayor

____
Clerk

<u>CERTIFICATIONS BY CLERK</u>

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
$2,700,000 General Obligation Bonds
for Bridge Improvements

I do hereby further certify as follows:

1. **<u>Meeting Date.</u>** On February 6, 2024 a meeting of the Governing Body was held commencing at _____ p.m.

2. **<u>Posting</u>**. On February ___, 2024 (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. **<u>Notification of Media</u>**. On February ___, 2024 (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. **<u>Open Meeting Law Compliance</u>**. 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. **<u>Members Present</u>**. 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. **<u>Consideration of and Roll Call Vote on Resolution</u>**. 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 February ___, 2024, 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 February ___, 2024.

____
Clerk

[SEAL]

Report to the
Finance Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
January 30, 2024	

AGENDA ITEM # E.9

Consideration with possible action for the Resolution Authorizing and Directing the Publication of Notice of the Adoption of Initial Resolution.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Green Bay 2024A G.O. Corporate Purpose Bonds - Publication Resolution

COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN

February 6, 2024 **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 February 6, 2024, such publication to occur no later than 15 days after the Initial Resolutions have been adopted by the Common Council.

****

Adopted: February 6, 2024

Approved: February ___, 2024

____
Mayor

____
Clerk

<u>EXHIBIT A</u>

NOTICE TO ELECTORS
OF THE CITY OF GREEN BAY, WISCONSIN
RELATING TO THE ISSUANCE OF GENERAL OBLIGATION BONDS

Notice is hereby given that on February 6, 2024, the Common Council of the City of Green Bay, Wisconsin (the "**City**") adopted multiple initial resolutions including the seven 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) $5,845,000 for street improvements, including, but not limited to, construction of and improvements to streets; (2) $6,675,000 for sewerage improvements, including, but not limited to, sanitary sewer and storm sewer improvements; (3) $1,010,000 for parking lots and other parking facilities; (4) $815,000 for parks and public grounds, including but not limited to, construction of and improvements to various park facilities and buildings, and replacement of walkways and scoreboards; (5) $370,000 for buildings for the housing of machinery and equipment, including, but not limited to, west shop garage improvements and repairs for the Department of Public Works; (6) $2,085,000 for fire engines and other equipment of the fire department, including, but not limited to, the purchase of a ladder truck and replacement of various equipment of the Fire Department; and (7) $2,700,000 bridge improvements, but not limited to, construction, improvements, and replacements of various City bridges.

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: February ___, 2024

/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 February 6, 2024, a meeting of the Governing Body was held commencing at ______ p.m.

2. **Posting**. On February ___, 2024 (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 February ___, 2024 (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 February ____, 2024, 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 February ___, 2024.

____
Clerk

[SEAL]

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
January 30, 2024	

AGENDA ITEM # E.10

Consideration with possible action for the Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed $19,500,000 General Obligation Corporate Purpose Bonds, Series 2024A, and All Related Details.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Green Bay 2024A G.O. Corporate Purpose Bonds - Parameters Resolution

COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN

February 6, 2024 **Resolution No. ___**

A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed $19,500,000 General Obligation Corporate Purpose Bonds, Series 2024A, 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
$5,845,000	street improvements, including, but not limited to, construction of and improvements to streets;
6,675,000	sewerage improvements, including, but not limited to, sanitary sewer and storm sewer improvements;
1,010,000	parking lots and other parking facilities;
815,000	parks and public grounds, including, but not limited to, , construction of and improvements to various park facilities and buildings, construction of and improvements to various park facilities and buildings, and replacement of walkways and scoreboards;
370,000	buildings for the housing of machinery and equipment, including, but not limited to, west shop garage improvements and repairs for the Department of Public Works;

Maximum Amount Authorized	Purpose
$2,085,000	fire engines and other equipment of the fire department, including, but not limited to, the purchase of a ladder truck and replacement of various equipment of the Fire Department; and
2,700,000	bridge improvements, but not limited to, construction, improvements, and replacements of various Issuer bridges.

2. On February 6, 2024, prior to the adoption of this resolution, the Governing Body adopted resolutions including seven 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 February 6, 2024, 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 2024A (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 $19,500,000 City of Green Bay, Wisconsin General Obligation Corporate Purpose Bonds, Series 2024A, which will be issued pursuant to this resolution.

"**Original Issue Date**" means April 3, 2024.

"**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. <u>Exhibits</u>.

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 $19,500,000. 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 2024A." 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 108% 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, 2025, 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 $250,000 in each year as described in the Notice of Sale. The aggregate principal amount of the Obligations shall not exceed $19,500,000 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
2025	$355,000	2035	$ 975,000
2026	730,000	2036	1,010,000
2027	755,000	2037	1,050,000
2028	775,000	2038	1,090,000
2029	800,000	2039	1,135,000
2030	830,000	2040	1,175,000
2031	855,000	2041	1,230,000
2032	885,000	2042	1,275,000
2033	915,000	2043	1,330,000
2034	945,000	2044	1,385,000

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, 2035 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, 2034 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. <u>Manner of Payment/Transfers/Redemption Under Book-Entry System</u>.

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. <u>Manner of Payment/Transfers/Redemption *Not* Under Book-Entry System</u>.

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. <u>General Obligation Pledge; Tax Levy</u>.

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
2024	$2,863,765.27	2034	$2,122,087.50
2025	2,469,025.00	2035	2,083,250.00
2026	2,433,937.50	2036	2,047,350.00
2027	2,392,612.50	2037	2,009,250.00
2028	2,355,050.00	2038	1,973,812.50
2029	2,320,975.00	2039	1,931,037.50
2030	2,280,387.50	2040	1,900,650.00
2031	2,243,287.50	2041	1,857,512.50
2032	2,204,537.50	2042	1,821,625.00
2033	2,164,137.50	2043	1,782,712.50

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: February 6, 2024

Approved: February __, 2024

____
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 CORPORATE PURPOSE BOND, SERIES 2024A

Interest Rate	Maturity Date	Original Issue Date	CUSIP
_____%	April 1, 20__	April 3, 2024	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, 2025, 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 $____________, 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 February 6, 2024, for the following purposes: street improvements, sewerage improvements, parking lots or other parking facilities, parks and public grounds, buildings for the housing of machinery and equipment, fire engines and other equipment of the fire department, and bridge improvements; and (2) the resolution duly adopted by the governing body of the Issuer on February 6, 2024, entitled: "A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed $19,500,000 General Obligation Corporate Purpose Bonds, Series

2024A, 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, 2035 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, 2034 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: April ___, 2024

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 February 6, 2024, 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 March __, 2024 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 April 3, 2024. 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: March ____, 2024

/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 $19,500,000 General Obligation Corporate Purpose Bonds, Series 2024A, and All Related Details

I further certify as follows:

1. **Meeting Date**. On February 6, 2024, a meeting of the Governing Body was held beginning at ______ p.m.

2. **Posting**. On February ___, 2024 (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 February ___, 2024 (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 0 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 February ___, 2024, 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 February ____, 2024.

____
Clerk

[SEAL]

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
January 30, 2024	

AGENDA ITEM # E.11

Consideration with possible action for the Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed $7,835,000 General Obligation Promissory Notes, Series 2024B, and All Related Details.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Green Bay 2024B G.O. Promissory Notes - Parameters Resolution

COMMON COUNCIL
OF THE
CITY OF GREEN BAY, WISCONSIN

February 6, 2024 **Resolution No. ___**

A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed $7,835,000 General Obligation Promissory Notes, Series 2024B, and All Related Details

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RECITALS

The Common Council (the "**Governing Body**") of the City of Green Bay, Wisconsin (the "**Issuer**") makes the following findings and determinations:

1. The Issuer needs funds to finance improvements to municipal buildings, improvements to, and replacement of, municipal door access, security, HVAC, electrical, and fiber optic systems, 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 2024B (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 $7,835,000 City of Green Bay, Wisconsin General Obligation Promissory Notes, Series 2024B, which will be issued pursuant to this resolution.

"**Original Issue Date**" means April 3, 2024.

"**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 $7,835,000. 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 2024B." 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 99.00% nor more than 108% 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 5.25% (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, 2025, 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 $350,000 in each year as described in the Notice of Sale. The aggregate principal amount of the Obligations shall not exceed $7,835,000 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
2025	$790,000
2026	945,000
2027	980,000
2028	690,000
2029	710,000
2030	735,000
2031	755,000
2032	790,000
2033	710,000
2034	730,000

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, 2032 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, 2031 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
2024	$1,999,400.21	2029	$1,343,693.75
2025	1,796,243.75	2030	1,306,206.25
2026	1,762,337.50	2031	1,282,275.00
2027	1,410,125.00	2032	1,144,525.00
2028	1,375,000.00	2033	1,108,350.00

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: February 6, 2024

Approved: February___, 2024

____
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 2024B

Interest Rate	Maturity Date	Original Issue Date	CUSIP
_____%	April 1, 20__	April 3, 2024	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, 2025, 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 $__________, 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 February 6, 2024, entitled: "A Resolution Authorizing and Providing for the Issuance and Establishing Parameters for the Sale of Not to Exceed $7,835,000 General Obligation Promissory Notes, Series 2024B, 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, 2032 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, 2031 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: April ___, 2024

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 February 6, 2024, 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 March __, 2024 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 April 3, 2024. 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: March ____, 2024

/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 $7,835,000 General Obligation Promissory Notes, Series 2024B, and All Related Details

I further certify as follows:

1. **Meeting Date**. On February 6, 2024, a meeting of the Governing Body was held beginning at _____ p.m.

2. **Posting**. On February ___, 2024 (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 February ___, 2024 (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 February ___, 2024, 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 February___, 2024.

____
Clerk

[SEAL]

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
January 30, 2024	

AGENDA ITEM # E.12

Consideration with possible action on revising the 2024 fee schedule resolution to include a massage establishment license fee.

BACKGROUND

The attached draft resolution is to update the 2024 fee schedule to include a massage establishment license fee. This is the only change and is indicated by bolded and underlined font.

10-95 Massage establishment license fee - $75.00

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Draft Resolution Fee Schedule 2024 (Massage Establishment Licnese Fee)

RESOLUTION ADOPTING
CITY OF GREEN BAY 2024 FEE SCHEDULE

February 6, 2024

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

That the City of Green Bay 2024 Fee Schedule, attached hereto as Exhibit A, is hereby adopted.

Adopted ________________________

Approved _______________________

____
Eric Genrich, Mayor

____
Celestine Jeffreys, Clerk

law

Attachment – Exhibit A, City of Green 2024 Bay Fee Schedule

Exhibit A

CITY OF GREEN BAY

FEE SCHEDULE

Code Section	Description	2024 Fee
Chapter 2—Administration		
2-217	Municipal vehicle registration fee	$20.00
	Exemption from the municipal vehicle registration fee for vehicles registered by the State of Wisconsin under Wis. Stats. § 341.26	$5.00
Chapter 4—Alcohol Beverages		
4-6	License fees	
	Class "A" (beer)	$425.00
	Class "B" (beer)	$75.00
	Special event or picnic license	$10.00
	"Class A" (liquor)	$425.00
	"Class B" (liquor)	$475.00
	Operator’s license (two-year license)	$50.00
	Initial issuance of a reserve "Class B" (liquor) license	$10,000.00
	"Class C" (wine)	$100.00
	Provisional retail license	$15.00
	Publication fee	$25.00
	Background check fee	$25.00
Chapter 6—Animals		
6-1	Animal establishment license fee	$100.00
	For each male breeding dog	$300.00
	For each female breeding dog	$250.00
6-2	Dog and cat license tax	
	For a neutered male dog or cat	$15.00
	For a spayed female dog or cat	$15.00
	For an unneutered male dog or cat	$30.00
	For an unspayed female dog or cat	$30.00
	Late fee	$5.00
	Duplicate collar tag fee	$1.00
6-3	License fee to keep hens	$5.00
	Late fee	$5.00
6-11	Beekeeping annual permit fee	$25.00
Chapter 8—Buildings and construction		
8-47	One- and two-family residential construction plan approval	
	Principal-use building plan	$50.00
	Accessory-use building plan	$25.00
	HVAC plan – Energy (heat loss) calculations	$0.00
	Plumbing plan – Fixture list	$0.00
	Multi-family residential construction plan approval	
	Principal-use building plan	$100.00
	Accessory-use building plan	$100.00
	Sign structural plan	$50.00
	HVAC plan – Mechanical systems plan	$100.00
	Plumbing system plan	$100.00
	Commercial, educational, institutional, industrial plan approval	
	Principal-use building plan	$100.00
	Accessory-use building plan	$100.00

8-47	Sign structural plan	$50.00
	HVAC plan – Mechanical systems plan	$100.00
	Plumbing system plan	$100.00
	One- and two-family residential construction permits	
	Principal or accessory building permits	
	New construction (per sq. foot)	$0.095
	Windows/doors	$50.00
	Move building	$50.00
	Raze/demolish building	$50.00
	Accessory structure building permits	
	Curb cut, culvert, driveway	$50.00
	Landscape structures	$50.00
	Fencing	$50.00
	Hot tub, swimming pool	$50.00
	Pond	$50.00
	Satellite receiver	$50.00
	Tower structure	$50.00
	Subdivision or neighborhood identification signage	
	Base fee	$40.00
	Additional fee per square foot	$0.50
	Multi-family residential construction permits	
	Principal or accessory building permits	
	General construction; new building (per sq. ft)	$0.135
	Roofing replacement	$70.00
	Built-up or membrane (per sq. ft.)	$0.01
	Siding	$70.00
	Brick veneer (per sq. ft.)	$0.01
	Move building	$70.00
	Base fee	$70.00
	Foundation area fee (per sq. ft.)	$0.135
	Raze/demolish building	$70.00
	Accessory structures	
	Curb cut, culvert, driveway	$70.00
	Landscape structures	$70.00
	Fencing	$70.00
	Hot tub, swimming pool	$70.00
	Pond	$70.00
	Satellite receiver	$70.00
	Tower structure	$70.00
	Subdivision or neighborhood identification signage	
	Base fee	$40.00
	Additional fee per square foot	$0.50
	Commercial, educational, institutional, industrial use building permits	
	Principal or accessory building permits	
	General construction building group 1: New building, etc. (per sq. ft)	$0.065
	General construction building group 2: New building, etc. (per sq. ft)	$0.135
	Roofing replacement: building group 1 & 2	$70.00
	Built-up or membrane (per sq. ft.)	$0.01
	Siding	$70.00

8-47	Brick veneer (per sq. ft.)	$0.01
	Move building: building group 1 & 2	
	Base fee	$70.00
	Foundation area fee (per sq. ft.)	$0.135
	Raze/demolish building	$70.00
	Accessory structures	
	Curb cut, culvert, driveway	$70.00
	Landscape structures	$70.00
	Fencing	$70.00
	Hot tub, swimming pool	$70.00
	Pond	$70.00
	Satellite receiver	$70.00
	Tower structure	$70.00
	Subdivision or neighborhood identification signage	
	Base fee	$40.00
	Additional fee per square foot	$0.50
	Temporary or mobile sign	$40.00
8-360	One- and two-family residential plumbing permit fees	
	General plumbing (per fixture)	$7.00
	Water service connection permit	$30.00
	Sanitary sewer connection	$30.00
	Storm sewer connection (each)	$30.00
	Fire suppression system (per head) ($70.00 minimum, increased per head, up to $200.00)	$2.50
	Lawn sprinkler system-reduced pressure valve	$50.00
	Water heater replacement	$30.00
	Palmer valve	$50.00
	Back water valve	$30.00
	Multi-family residential plumbing permit fees	
	General plumbing (per fixture)	$8.00
	Water service connection permit	$30.00
	Sanitary sewer connection	$30.00
	Storm sewer connection (each)	$30.00
	Fire suppression system (per head) ($70.00 minimum, increased per head, up to $200.00)	$2.50
	Lawn sprinkler system-reduced pressure valve	$70.00
	Water heater replacement	$70.00
	Commercial, educational, institutional, industrial use plumbing permits	
	General plumbing (per fixture)	$8.00
	Water service connection permit	$30.00
	Sanitary sewer connection	$30.00
	Storm sewer connection (each)	$30.00
	Fire suppression system (per head) ($70.00 minimum, increased per head, up to $200.00)	$2.50
	Lawn sprinkler system-reduced pressure valve	$70.00
	Water heater replacement	$70.00
	Sewer cap	$70.00
8-369	Private well operation permit fee	$100.00
8-449	Re-inspections of electrical wiring	$75.00
8-451	One- and two-family residential electrical permits	
	General electrical system (per sq. foot)	$0.045

8-451	Electrical service	$50.00
	Air conditioning addition	$50.00
	Multi-family residential electrical permits	
	General electrical system (per sq. foot)	$0.085
	Electrical service – initial	$70.00
	Electrical service – each additional	$30.00
	Air conditioning addition	$70.00
	Commercial, educational, institutional, industrial electrical permits	
	General electric – building group 1 (per sq. foot)	$0.045
	General electric – building group 2 (per sq. foot)	$0.085
	Project cost $0-$10,000	$70.00
	Project cost $10,001-$50,000	$140.00
	Project cost $50,001-$100,000	$210.00
	Project cost $100,001-$200,000	$300.00
	Project cost $200,001-$300,000	$400.00
	Project cost greater than $300,000	$500.00
	Additional fee per $100,000 above $300,000	$100.00
	Internally or externally illuminated sign	$70.00
8-629	Roominghouse/shelter facility permit fee	$30.00
	Additional fee per dwelling unit or rooming unit	$10.00
8-671	Penalty fee for renewal mobile home park license applications postmarked after June 30	$25.00
8-478	One- and two-family residential mechanical (HVAC) permits	
	General HVAC system (per sq. foot)	$0.045
	Heating unit replacement	$50.00
	Air conditioning addition (per unit)	$50.00
	Multi-family residential mechanical (HVAC) permits	
	General HVAC system (per sq. foot)	$0.085
	Heating unit replacement	$70.00
	Air conditioning addition/replacement (per unit)	$70.00
	Commercial, educational, institutional, industrial use mechanical (HVAC) permits	
	General HVAC: ductless unit-heater systems only (per sq. foot)	$0.045
	General HVAC: ducted or hydronic (per sq. foot)	$0.085
	Heating unit replacement	$70.00
	Air conditioning addition/replacement (per unit)	$70.00
	Chapter 10—Businesses	
10-19	License for the sale of each of the following or the conduct of the business or activity	
	Ambulances	
	Per vehicle for first vehicle licensed by any person	$50.00
	Per additional vehicle	$25.00
	Auto salvage	$100.00
	Billiard and pool tables, gamerooms, per table or gameroom	$5.00
	Canvasser, solicitor, peddler and transient merchants, and direct seller's investigation fee	$5.00
	Cigarettes	$100.00
	Junk and secondhand dealers	
	For maintaining a building, warehouse, or yard	$50.00
	For each hand-drawn vehicle used for junk dealing	$1.00
	For each vehicle other than hand drawn	$3.00
	Secondhand article dealer permit	$27.50

10-19	Secondhand jewelry dealer permit	$30.00
	Secondhand article dealer: mall/flea market permit	$165.00
	Parades	$0.00
	Pawn brokers	$210.00
	Residential building contractors	
	Initial	$25.00
	Renewal	$10.00
	Temporary permit	$0.00
	Taxicab business licenses	
	For an organization which is exempt from federal income tax under IRC § 501(c)(3)	$0.00
	For a nonprofit corporation under Wis. Stats. Ch. 181	$0.00
	For any other person	
	For each taxicab with a capacity of seven or fewer passengers, not including the driver	$25.00
	For each taxicab with a capacity of eight to 15 passengers, not including the driver	$50.00
	Taxicab operator’s licenses	
	For an operator employed by an organization which is exempt from federal income tax under IRC § 501(c)(3)	$0.00
	For an operator employed by a nonprofit corporation under Wis. Stats. Ch. 181	$0.00
	For any other person	$50.00
10-90	Auto salvage storage permit fee	$100.00
10-92	Newspaper vending machine permit fee	$50.00
10-93	Parklet permit fee	$200.00
10-95	**Massage establishment license fee**	**$75.00**
10-140	Temporary facility license fee	$25.00
10-142	Facility license fee	
	If the premises is not also licensed under Ch. 4, GBMC	$75.00
	If the premises is also licensed under Ch. 4, GBMC	$25.00
10-143	Facility operator's license fee	$10.00
10-203	Sexually-oriented adult entertainment establishment license fee	$750.00
10-205	Sexually-oriented adult entertainment establishment license renewal fee	$250.00
10-210	Sexually-oriented adult entertainment establishment employee registration fee	$30.00
10-238	Escort service application fee	$500.00
	Escort service license fee	$500.00
10-240	Escort service license renewal fee	$500.00
10-243	Escort registration fee	$25.00
10-274	Direct sales permit fee	
	Temporary (30-day)	$100.00
	Annual	$350.00
	Request for additional locations beyond three	$50.00
	Request for change of location	$10.00
	Solicitor’s permit fee	
	Temporary (30-day)	$25.00
	Annual	$100.00
10-342	Junk dealer annual fee	$50.00
10-344	Junk dealer daily reporting failure fee	$10.00
10-374	Junk collector annual fee	$3.00
10-428	Special event fee – Simple event	

10-428	Small non-profit park event fee	
	Resident application fee	$25.00
	Late application fee	$25.00
	First time event additional fee	$50.00
	Event location change fee	$0.00
	Event cancellation fee	$10.00
	Small non-profit block party	
	Resident application fee	$50.00
	Late application fee	$25.00
	First time event additional fee	$50.00
	Event location change fee	$0.00
	Event cancellation fee	$10.00
	Special event fee – Small events	
	Athletic Event	
	Resident application fee	$100.00
	Non-resident application fee	$150.00
	Late application fee	$50.00
	First time event additional fee	$175.00
	Event location change fee	$25.00
	Event cancellation fee	$25.00
	All other small events	
	Resident application fee	$50.00
	Non-resident application fee	$75.00
	Late application fee	$25.00
	First time event additional fee	$88.00
	Event location change fee	$13.00
	Event cancellation fee	$13.00
	Special event fee – Medium events	
	Athletic Event	
	Resident application fee	$200.00
	Non-resident application fee	$300.00
	Late application fee	$100.00
	First time event additional fee	$350.00
	Event location change fee	$50.00
	Event cancellation fee	$50.00
	All other medium events	
	Resident application fee	$175.00
	Non-resident application fee	$263.00
	Late application fee	$88.00
	First time event additional fee	$306.00
	Event location change fee	$44.00
	Event cancellation fee	$44.00
	Special event fee – Large events	
	Athletic Event	
	Resident application fee	$300.00
	Non-resident application fee	$450.00
	Late application fee	$150.00
	First time event additional fee	$525.00
	Event location change fee	$75.00
	Event cancellation fee	$75.00
	All other large events	

10-428	Resident application fee	$275.00
	Non-resident application fee	$413.00
	Late application fee	$138.00
	First time event additional fee	$481.00
	Event location change fee	$69.00
	Event cancellation fee	$69.00
	Special event fee - Small budget film/ photography	
	Resident application fee	$25.00
	Non-resident application fee	$38.00
	Late application fee	$13.00
	Event location change fee	$6.00
	Event cancellation fee	$6.00
	Special event fee - Special hazard event	
	Resident application fee	$500.00
	Non-resident application fee	$750.00
	Late application fee	$250.00
	First time event additional fee	$875.00
	Event location change fee	$125.00
	Event cancellation fee	$125.00
10-458	Public vehicle business license fee	$25.00
	Public vehicle business motor vehicle inspection fee	$25.00
10-459	Public vehicle business operator’s license fee	$50.00
10-493	Commercial quadricycle business license fee	$25.00
	Commercial quadricycle inspection fee	$25.00
10-494	Commercial quadricycle operator’s license fee	$50.00
10-514	Underground sprinkler license fee	$25.00
10-544	Lobbyist registration fee	$20.00
10-574	Mobile food establishment license to operate fee	
	If the license is not in connection with an existing City-based business that sells food-based products	$50.00
	If the license is in connection with an existing City-based business that sells food-based products	$50.00
10-574	Mobile food establishment license to operate renewal fee	
	If the license is not in connection with an existing City-based business that sells food-based products	$50.00
	If the license is in connection with an existing City-based business that sells food-based products	$50.00
10-599	Tree and brush trimmer license fee	$25.00
10-634	Weights and measures fees	
	Annual processing fee	$30.00
	Product look-up (PLU) or scanner system	$100.00
	Electronic cash register (ECR) interfaced with other devices (per register)	$30.00
	Scales (1-50 lbs.) (per device)	$35.00
	Scales (>50 lbs. up to 1,000 lbs.) (per device)	$30.00
	Sensitive scale (prescription, jewelry, precious metal) (per device)	$60.00
	Vehicle scales (per device)	$100.00
	Livestock scales (per device)	$100.00
	Auto recycling machine (per device)	$100.00
	Vehicle tank meters, petroleum products (per device)	$35.00
	Vehicle tank meters, lubricant products	$35.00

10-634	(per device)	
	LMDs (per device or grade listed on dispenser)	$30.00
	LMDs high output device (per device)	$35.00
	LMDs marina fuel dispenser (per device)	$30.00
	Coin operated timer (per device)	$5.00
	Taxi cab meter (per device)	$25.00
	Miscellaneous device (per hour)	$50.00
	Re-inspection after follow-up compliance inspection (per inspection)	$75.00
10-740	Alarm business permit fee	$50.00
10-741	Alarm user permit fee	
	For an alarm user who is residential obtaining a hold-up alarm or other burglar alarm system	$25.00
	For an alarm user who is not residential obtaining a hold-up alarm system or burglar alarm system, a fire alarm system, or both	$40.00
10-742	False alarm on hold-up alarms	
	Premises holding a permit	
	Second false hold-up alarm	$100.00
	Third false hold-up alarm	$200.00
	Fourth and subsequent false hold-up alarms	$350.00
	Premises without a permit	
	First false hold-up alarm	$100.00
	Second false hold-up alarm	$200.00
	Third and subsequent false hold-up alarms	$350.00
	False alarm on alarm systems other than hold-up alarms	
	Premises holding a permit	
	Second false alarm	$50.00
	Third false alarm	$75.00
	Fourth false alarm	$125.00
	Fifth and subsequent false alarms	$250.00
	Premises without a permit	
	First false alarm	$50.00
	Second false alarm	$75.00
	Third false alarm	$125.00
	Fourth and subsequent false alarms	$250.00
	Chapter 16—Environment	
16-40	Erosion control permit	
	One- and two-family residential	$50.00
	Multi-family residential	$100.00
	Commercial, educational, institutional, industrial uses	$100.00
	Underground utilities	$100.00
	Other construction sites commencing a land disturbing activity	$100.00
16-81	Fee in lieu of providing storm water management (per Equivalent Runoff Unit (ERU))	$4,200.00
16-82	Storm water management plan permit fee	$500.00
	Chapter 18—Fire Prevention and Control	
18-66	Re-inspections for compliance with Ch. 18, Art. II, GBMC	$75.00
18-93	Permit fee for the purchase and use within the City of those classes of fireworks or pyrotechnics authorized by said statute	$200.00
18-93	Permit fee for the sale of fireworks within the City of those classes of fireworks authorized by statute	$600.00
	Chapter 24—Nuisances	
24-84	Unmanaged vegetative growth removal	

24-84	Administrative charge (per parcel)	$81.00
	Labor cost (per hour)	$82.00
	Equipment cost (per hour)	$82.00
	Minimum total charge (1/2 hour)	$163.00
	Chapter 28—Parks and Recreation	
28-3	Protection of parks and greenways	
	Encroachment fee	$75.00
28-7	Metro Boat Launch	
	Daily launch fee	$6.00
	Season launch pass	$60.00
	Seniors season launch pass	$50.00
	Commercial season launch pass	$75.00
	Chapter 32—Solid Waste	
32-2	Yard waste collection	
	Hourly rate	$213.00
	Minimum fee (1/3 hour plus administrative fee)	$91.00
	Administrative fee	$20.00
	Bulk waste collection	
	0-3 cubic yards	$100.00
	3-10 cubic yards	$200.00
	10+ cubic yards	$300.00
	Appliance collection	
	Refrigerators/Freezers (each)	$50.00
	Appliances with freon (each)	$50.00
	All other appliances	$35.00
	Electronics collection (each)	$65.00
	Tipper carts	
	Garbage – 96 gallon (plus sales tax)	$100.00
	Recycling – 96 gallon (plus sales tax)	$100.00
	Improper cart storage (per violation)	$39.00
	Early/Late setout (per violation)	$65.00
	Recycling in garbage cart (per violation)	$65.00
	Garbage in recycling cart (per violation)	$65.00
32-3		
	Per vehicle for first vehicle licensed by any person	$25.00
	Per additional vehicle	$5.00
	Chapter 34—Streets, Sidewalks, and Other Public Places	
34-5	Excavation permit fee	$50.00
	First 100 square feet of excavation	$37.80
	Each additional 100 square feet of excavation	$7.60
34-5	Permanent repair of excavated pavement	
	Asphalt streets – Administrative fee (all streets)	$45.00
	Asphalt streets – Concrete base (sq yard)	$79.00
	Asphalt streets – Gravel base (sq yard)	$142.00
	Concrete streets – Administrative fee	$45.00
	Concrete streets (sq yard)	**
	**Actual Cost from Annual Pavement Repair Contract	
34-8	Sidewalk builder’s license fee	$25.00
34-14	Sidewalk snow and ice management fees	
	Base fee (per instance)	$66.00

34-14	Snow/Ice removal fee (per linear foot)	$0.28
34-64	Leicht park dock fee – Cruise ship dockage	
	Per day	$1,500.00
	Per day/evening	$2,000.00
	Chapter 36—Subdivisions	
36-34	Review fees	
	Preliminary city/extraterritorial subdivision plat	$150.00
	Additional fee per lot/outlot	$35.00
	Preliminary city/extraterritorial certified survey map ("CSM")	$250.00
	Final city/extraterritorial subdivision plat	$150.00
	City/extraterritorial subdivision/CSM variance	$150.00
	Preliminary condominium plat	$250.00
	Additional fee per lot/outlot	$35.00
	Final condominium plat	$150.00
36-558	Parkland development fee	$350.00
36-580	Street tree fee (per tree, calculated at 1 tree per 50 linear feet of right-of-way frontage)	$100.00
	Chapter 42— Utilities	
42-203	Equivalent runoff unit (ERU) credit application fee	$0.00
	Chapter 44—Zoning	
44-82	Zoning amendment fee	$375.00
44-83	Conditional use permit fee	$375.00
44-112	Homebased occupation fee – Initial	$25.00
	Renewal – Annual	$10.00
44-1552	Work done without Certificate of Appropriateness (per day)	$50.00
44-1580	Short Term Rental Permit – Initial	$500.00
	Short Term Rental Permit – Annual Renewal	$250.00
44-1890	One- and two-family residential site plan approval	
	Principal use building & site development, area smaller than $1,000 square feet	$25.00
	Principal use building & site development, area $1,000 square feet or larger	$50.00
	Accessory use building, area larger than 150 square feet only	$25.00
	Fencing – new construction	$0.00
	Landscaping: land-disturbing activity or new structure	$25.00
	Tower structure – new construction	$25.00
	New construction or replacement of driveway, parking lot/spaces, curb cut, culvert, apron	$25.00
	New construction, addition, or alteration of water structure (swimming pool, hot tub, pond)	$25.00
	New or reconstructed subdivision or neighborhood identification signage	$25.00
	Floodplain land use approval	$50.00
	Shoreland/wetland land use approval	$50.00
	Erosion control	$50.00
	Board of Appeals application and hearing fee	$125.00
	Multi-family residential site plan approval	
	Principal use building & site development	
	Base Fee	$50.00
	Additional fee per 1,000 sq. feet	$5.00
	Accessory use building	
	Base Fee	$50.00
	Additional fee per 1,000 sq. feet	$5.00

44-1890		Fencing – new construction		$50.00
		Landscaping: land-disturbing activity or new structure		$50.00
		Tower structure – new construction		$50.00
		New construction or replacement of driveway, parking lot/spaces, curb cut, culvert, apron		
			Base Fee	$50.00
			Additional fee per 1,000 sq. feet	$5.00
		New construction, addition, or alteration of water structure (swimming pool, hot tub, pond)		
			Base Fee	$50.00
			Additional fee per 1,000 sq. feet	$5.00
		New or reconstructed subdivision or neighborhood identification signage		$25.00
		Floodplain land use approval		$50.00
		Shoreland/wetland land use approval		$50.00
		Erosion control		$50.00
		Board of Appeals application and hearing fee		$250.00
	Commercial, educational, institutional, industrial use site plan approval			
		Principal use building & site development		
			Base Fee	$50.00
			Additional fee per 1,000 sq. feet	$5.00
		Accessory use building		
			Base Fee	$50.00
			Additional fee per 1,000 sq. feet	$5.00
		Fencing – new construction		$50.00
		Landscaping: land-disturbing activity or new structure		$50.00
		Tower structure – new construction		$50.00
		New construction or replacement of driveway, parking lot/spaces, curb cut, culvert, apron		$50.00
		New construction, addition, or alteration of water structure (swimming pool, hot tub, pond)		$50.00
		New or reconstructed subdivision or neighborhood identification signage		$25.00
		Floodplain land use approval		$50.00
		Shoreland/wetland land use approval		$50.00
		Erosion control		$50.00
		Board of Appeals application and hearing fee		$250.00
Other services				
	One- and two-family residential			
		Certificate of occupancy		$30.00
		Floodplain certificate		$50.00
		Property compliance letter		$30.00
		Reinspection fee		$75.00
		Uniform dwelling code seal		$30.00
		Zoning certificate (initial letter)		$50.00
		Zoning certificate (reprinted)		$0.00
	Multi-family residential			
		Certificate of occupancy		$30.00
		Floodplain certificate		$50.00
		Property compliance letter		$30.00
		Reinspection fee		$75.00
		Zoning certificate (initial letter)		$50.00
		Zoning certificate (reprinted)		$0.00
	Commercial, educational, institutional, industrial uses			

		Certificate of occupancy	$50.00
		Business license compliance letter	$50.00
		Floodplain certificate	$50.00
		Property compliance letter	$30.00
		Reinspection fee	$75.00
		Zoning certificate (initial letter)	$50.00
		Zoning certificate (reprinted)	$10.00
Miscellaneous			
	Other miscellaneous fees may also be established by policy approved by the Council from time to time		
	Planned Unit Development and PUD Amendment fee		$425.00
	Postponement of Development Fees		$100.00
	Development District Map Amendment		$200.00
	Official Map Amendment		$200.00
	Discontinuance of a Public Utility Easement		$200.00
	Declare City Property "City Surplus"		$200.00
	Street Name Change		$200.00
	Vacate Street/Alley/Pedestrian Way		$300.00
	Comprehensive Plan Amendment		$275.00
	Sign – Permanent (plus $.50 per square foot)		$40.00
	Sign – Temporary		$40.00
	Board of Appeals Initiation – All Other		$250.00
	Land Use Permit		$50.00
	Temporary Use Permit		$25.00
	Annexation		$150.00
	Cell Tower – Buildings and Colocations		$500.00
	Cell Tower – New Towers		$1,000.00

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
January 30, 2024	

AGENDA ITEM # E.13

Consideration with possible action to approve the purchase of Municipal Court audio/visual upgrades for $39,417.57.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Finance Request Audio-Visual Upgrade Municipal Court 1-2024
2. Quote Municipal Court Audio Visual Upgrade 1-2024

Purchasing Department
100 North Jefferson Street • Room 101
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3047
Fax 920.448.3050

1/22/2024

Finance Committee 1/30/2024

Consideration and possible action to approve the Purchase of Municipal Court Audio/Visual Upgrade.

The objective of this project is to improve the quality of the in-person court experience and recording by upgrading the audiovisual systems. Edge clamp IO boxes will be added to the defense and prosecution tables with power and HDMI inputs for sharing digital evidence to the main display. The existing 55" display will be replaced with a 75" display. A wireless video presentation device will be added for the Judge and others to share their screen to the display with a USB dongle button.
New speakers will be cut into the ceiling tiles in multiple zones to provide a mix-minus system, allowing greater intelligibility for all. New gooseneck microphones will be provided for Judge, Witness, Prosecution and Defense. A short directional microphone will be installed in the ceiling for speech pick up at the approach area behind the blue rope. A radio frequency based assistive listening system will allow hard of hearing to get direct access to the audio feed via provided receivers. A recording system will record court proceedings with the press of a button and automatically archive audio files to a designated directory on the owner LAN; assuming integration with City of Green Bay Information Technology Systems is approved. A control system with a 10" touch panel located at the Judge's seat will allow for control of all system components. The system will be protected with series surge protection and housed in a new cabinet frame rack, replacing the current rack.

Project is being funded through 2024 Bonding Money.

Total Cost Turnkey for this Project is $39,417.57

Upgrades are being purchased and installed through ACP CreativIT (CCCP-Camera Corner) on a Purchasing Cooperative Contract UW-Madison 22-5147 as amended.

Respectfully Submitted,

Thomas J. Walenski

Thomas J. Walenski
Procurement Manager
City of Green Bay

Camera Corner Connecting Point

Driven by technology,
powered by creativity

ACP CreativIT

Municipal Court Upgrades

City of Green Bay

Hon. Jonathan Gigot

Municipal Court Judge

jonathan.gigot@greenbaywi.gov

Priced according to terms of UW-Madison Purchasing Contract 22-5174, as amended

Our Mission:
To provide world-class technology solutions with an unwavering commitment to our Customers, Vendor Partners and Employees while providing an environment that encourages profitable growth, learning and fun!

Site Address:
City of Green Bay
330 S Jefferson Street

Green Bay WI 54301

Billing Address:
City of Green Bay
100 North Jefferson Room 106

Green Bay WI 54301

ACP CreativIT LLC (d/b/a Camera Corner Connecting Point or CCCP)

529 N. Monroe
Green Bay, WI 54301
Website: www.cccp.com

851 Commerce Ct
Buffalo Grove, IL 60089
www.acpcreativit.com

Project #:	OPP122929
Modified Date:	12/19/2023
Revision:	4
Acct. Manager	Michael Seering

Project Description:

Integration Services Scope of Work

Summary:

The objective of this project is to improve the quality of the in-person court experience and recording by upgrading the audiovisual systems. Edge clamp IO boxes will be added to the defense and prosecution tables with power and HDMI inputs for sharing digital evidence to the main display. The existing 55" display will be replaced with a 75" display. A wireless video presentation device will be added for the Judge and others to share their screen to the display with a USB dongle button.

New speakers will be cut into the ceiling tiles in multiple zones to provide a mix-minus system, allowing greater intelligibility for all. New gooseneck microphones will be provided for Judge, Witness, Prosecution and Defense. A short directional microphone will be installed in the ceiling for speech pick up at the approach area behind the blue rope. A radio frequency based assistive listening system will allow hard of hearing to get direct access to the audio feed via provided receivers. A recording system will record court proceedings with the press of a button and automatically archive audio files to a designated directory on the owner LAN; assuming integration with City of Green Bay Information Technology Systems is approved.

A control system with a 10" touch panel located at the Judge's seat will allow for control of all system components. The system will be protected with series surge protection and housed in a new cabinet frame rack, replacing the current rack. Legacy monitors, wiring, equipment not needed by the City will be removed and disposed via our E-recycling provider.

System Description

a. Functionality Description: The room will be used for in-person court proceedings for a variety of municipal cases. All cases will be recorded with audio only. It will be used by the legal teams and supported by administration.
b. Source Devices:
    i. Two (2) table's edge IO box with power and HDMI input.
        (1) One at the prosecution table, one at the defense table.
        (2) Transmits signal to rack via HDMI extender under each table.
    ii. One (1) wireless presentation device, in main rack.
        (1) Includes one (1) button and USB-C to A converter.
c. Displays:
    i. One (1) 75" display, 4K, 16/7, replacing existing 55" display near testimony stand.
        (1) On articulating mount for changing viewing angle.
d. Audio:
    i. Four (4) gooseneck microphones
        (1) Located at the Judge's seat, defense table, prosecution table, and testimony stand.
    ii. One (1) ceiling-mounted articulating short directional microphone, above blue rope approach area.
    iii. One (1) phone interface, near Judge's phone.
        (1) For connecting interpreters to court proceedings. Pressing "handset" button connects call to room.
    iv. Six (6) 6" in-ceiling speaker, 75" angle
        (1) Above Judge, clerk, prosecution, defense, testimony stand, and blue rope.
        (2) For mix-minus audio mixes
    v. Two (2) 6" in-ceiling speaker, 130" angle, one above both audience areas.
        (1) Receives full mix of all sources.

vi. One (1) 8 ch, 200w per ch amplifier, in main rack.
    (1) For driving speakers in mix-minus operation
vii. One (1) networked audio recorder, in main rack
    (1) Records audio to dual SD cards and automatically archives files to directory on owner LAN when recording completes -assuming City of Green Bay IT approves of integration.
viii. One (1) RF assistive listening system, in main rack.
    (1) Includes four receivers with headphones and charging dock for up to 12 receivers.
    (2) Includes required ADA signage for outside main door.

e. Controls:
    i. One (1) 8 input, 2 output video switcher, in main rack.
    ii. One (1) 10 port network switch with POE, in main rack.
    iii. One (1) 24 channel digital signal processor, in main rack.
        (1) Includes automatic echo cancellation for phone line integration.
    iv. A user will turn on the system via the touch panel. They will be able to choose which video source goes to the screen or blank the screen altogether. They will be able to raise and lower the individual audio sources. They will be able to mute all but the judges microphone to prevent others from over shadowing by tapping for locked or press and hold for temporary latch. They will be able to start and stop the recording and listen to recorded files stored on the recorder.
f. Networking:
    i. Coordination required for setting up network audio recorder with owner directory. Qualified party from Owner to be present at time of installation.
g. Electrical:
    i. One (1) series surge protector and power distribution, in main rack.
    ii. Existing – One (1) 120v duplex outlet behind display location
    iii. Existing – One (1) 120v 20a circuit, duplex outlet at rack location
h. Equipment Location:
    i. One (1) 12 RU frame rack for cabinets with frictionless feet, under Judge's desk.

Cable path from rack to ceiling is through basement gym facility. All other equipment located in the main court room.

Exclusions

The following work is not included in our Scope of Work:

a. All conduit, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
b. Concrete saw cutting and/or core drilling.
c. Fire wall, ceiling, roof and floor penetration.
d. Necessary gypsum board replacement and/or repair.
e. Necessary ceiling tile or T-bar modifications, replacements and/or repair.
f. All millwork (moldings, trim, cut outs, etc.).
g. Patching and Painting.

Permits (unless specifically provided for and identified within the contract).

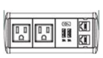
Construction Considerations

a. In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by ACP/CCCP. The costs associated with these modifications are not included in this proposal.

Project Resources:

Account Manager:	Michael Seering	Design Engineer:	David Kalsow
Control Programming:	QSC, Extron	DSP Programming:	QSC
Project Manager:	TBD	Trainer:	Joe Eckberg
Network Engineering:	N/A	VOIP Engineering:	N/A
Other:	ListenTech RF, Blu-HIF	Other:	

	Courtroom		Unit Price	Price
	1	**AUDIX M45** Shotgun swivel ceiling microphone, White	$459.17	$459.17
	1	**Barco C-10** CLICKSHARE C-10	$1,206.50	$1,206.50
	1	**BSS BLU-HIF** Telephone Headset Interface	$226.30	$226.30
	4	**Cables To Go 00711** 6' Shielded CAT6a patch cable	$18.00	$72.00
	1	**Cables To Go 00810** 3ft Cat6 Snagless Shielded (STP) Network Patch Cable - Black	$8.00	$8.00
	408	**CCCP CBL-22/1-P** Mic/Line audio cable. 22AWG shielded twisted pair with ground wire. Plenum Rated	$0.32	$130.56
	50	**CCCP CBL-CAT6-P** CAT. 6 Plenum	$1.02	$51.00
	150	**CCCP CBL-HDBT-6AS-P** 23 gauge 4 pair Cat 6A cable Shielded overall foil, Black - Plenum	$1.54	$231.00
	80	**CCCP CBL-RG8-P** RG8 13 AWG Bare CL2P 95% Bare Copper Braid, Plenum, Per Foot	$4.23	$338.40
	420	**CCCP CBL-SPK-16-P** 2 Cond 16 Unshielded Raw Cable, Plenum, Per Foot	$0.46	$193.20

	1	**Chief TS525TU** THIN SWING ARM (LARGE)	$464.82	$464.82
	4	**Comprehensive MHD48G-6PROBLK** Pro AV/IT Integrator Series MicroFlex 48G 8K HDMI Cable 6 feet-Jet Black	$31.00	$124.00
	1	**Denon Pro DN-900R** Network SD/USB Audio Recorder with Dante 2 x 2 Interface	$829.55	$829.55
	2	**Extron DTP HDMI 4K 230 Tx** HDMI Twisted Pair Transmitter - 230 feet (70 m)	$358.50	$717.00
	1	**Extron DTP HDMI 4K 330 Rx** Long Distance HDMI Twisted Pair Receiver - 330 feet (100 m)	$377.50	$377.50
	1	**Extron IN1608 xi** Standard Model	$2,260.50	$2,260.50
	2	**FSR Inc SYM-CL-2AC1CA1SS-ABB** Clamp-On Symphony Table Box with 2 Outlets, 1 Dual USB-A Charger Keystone Connector Kit in Aluminum Housing with Black End Caps & Inserts	$228.80	$457.60
	1	**Generic ANT** [NB] - [OFE] - Included antenna w/kit	$0.00	$0.00
	1	**Generic CBL-INCL-AUD** [NB] - [OFE] - Included audio cable.	$0.00	$0.00
	1	**Liberty AV Solutions CAMERA-RHIM-02** 1 RU plate with ACP/CCCP logo and RJ45 pass through connector	$29.00	$29.00
	1	**Listen Technologies LS-55-072** iDSP Prime Level III Stationary RF System (72 MHz)	$2,069.25	$2,069.25
	1	**Middle Atlantic CFR-12-16** 12SP,CABINET FRAME RK,16D	$412.00	$412.00
	3	**Middle Atlantic EB1** 1SP FLANGED ECONO BLANK	$11.75	$35.26

	1	**Middle Atlantic PDX-915R-SP** NEXSYS Rackmount Power Series Surge Protection	$540.00	$540.00
	1	**Middle Atlantic U1V** 1SP VENTED UTILITY SHELF	$56.63	$56.63
	6	**QSC AD-C6T-HC** 6.5-inch, 2-way ceiling-mount loudspeaker, 75 coverage	$385.02	$2,310.12
	2	**QSC LLC AD-C6T-WH** 6.5" Two-way ceiling speaker, 70/100V transformer with 16? bypass, 135° conical DMT coverage, includes C-ring and rails for blind mount installation, Ø245 mm cut-out. Color - White Priced individually, sold only in pairs.	$182.85	$365.70
	1	**QSC LLC CORE 110f V2** Unified Core with 24 local audio I/O channels, 128x128 total network I/O channels with 8x8 Software-based Dante license included, USB AV bridging, dual LAN ports, POTS and VoIP telephony, no GPIO, 16 next-generation AEC processors, 1RU.	$3,429.90	$3,429.90
	1	**QSC LLC MP-A80V** 1600W FlexAmp technology Hi-Z / Lo-Z amplifier, 8 x 200W into 4?, 8?, 70V and 100V, Highpass filter per channel, GPIO for Remote Standby and Amp Status.	$2,111.40	$2,111.40
	1	**QSC LLC NS10-125+** 10-port network switch preconfigured for Q-SYS Audio, Video and Control with 8x PoE+ ports and 125 Watts PoE budget. Features advanced QoS and IGMP configuration to also support AES67 and Dante within the same VLAN.	$910.80	$910.80
	1	**QSC LLC TSC-101-G3** Q-SYS 10.1" PoE Touch Screen Controller for In-Wall Mounting. Color - Black only	$2,529.30	$2,529.30
	1	**RDL TX-J2** Unbalanced Input Transformer	$90.63	$90.63
	1	**Samsung QB75B-N** Samsung 75-Inch Commercial 4K UHD LED LCD Display (No Wi-Fi) - Manufactured in a TAA country	$3,911.25	$3,911.25
	4	**Shure MX418/C** Cardioid-18" Gooseneck Condenser Microphone, Attached Preamp	$255.68	$1,022.72

with XLR, Shock Mount, Flange Mount, Snap-Fit Foam Windscreen

Equipment:	**$27,971.06**
Labor:	**$7,517.51**
Courtroom Total	**$35,488.57**

	Qty	Shipping & Misc. Labor	Unit Price	Price
	1	**CCCP /AVShipping** Ground Shipping and Handling Estimate	$545.00	$545.00
	8	**CCCP DESIGN** System Design and Engineering Labor		
	1	**CCCP InstallMaterials** Miscellaneous installation hardware	$1,074.00	$1,074.00
	4	**CCCP PM** Project Management		
	2	**CCCP TRAINING** System Training		

Equipment:	**$1,619.00**
Labor:	**$2,310.00**
Shipping & Misc. Labor Total	**$3,929.00**

Equipment:	**$29,590.06**
Labor:	**$9,827.51**
Main Project Total	**$39,417.57**

Equipment Subtotal:	**$29,590.06**
Labor Subtotal:	**$9,827.51**
Project Subtotal:	**$39,417.57**

Equipment:	$29,590.06
Labor:	$9,827.51
Grand Total:	**$39,417.57**

Payment Schedule	Amount	Due Date
Initial Deposit	$19,708.79	
Equipment Delivery	$19,708.78	

Assumptions

The list of assumptions below was used to develop this Statement of Work and Quote. If any of these assumptions are not correct or if additional, unanticipated information was uncovered during the project, it may affect the SOW and Quote relative to the installation timeline and/or price. If so, a change order (discussed below) will be written and signed off by the customer before this additional work is performed.

1. The room(s) match(es) the drawings provided
2. Installation to be performed weekdays between 7:30am and4:30pm
3. Three days available in work week for construction/installation, one day of commissioning and programming, one day of testing and training will be needed for installation.
4. Site preparation by the Customer and their contractors includes electrical and data placement per ACP CreativIT specification.
5. Site preparation will be verified by ACP CreativIT project manager or representative before scheduling of the installation. All work areas should be clean and dust free prior to the beginning of on-site integration of electronic equipment.
6. Customer communication of readiness will be considered accurate and executable by ACP CreativIT project manager.
7. In the event of any arrival to site that ACP CreativIT is not able to execute work and definable progress, the Customer will be charged a $110/hr per installer Fee to offset the lost time due to the lack of readiness. The Fee will be presented as a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
8. Rescheduling and redeployment of ACP CreativIT technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
9. There is ready access to the building / facility and the room(s) for equipment and materials.
10. There is secure storage for equipment during a multiple-day integration.
11. If Customer furnished equipment and existing cabling is to be used, ACP CreativIT assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement and/or configuration of these items that may be necessary will be made at an additional cost.
12. All Network configurations including IP addresses are to be provided, operational and functional before ACP CreativIT integration begins. ACP CreativIT will not be responsible for testing the LAN connections.
13. Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
14. Document review / feedback on drawings / correspondence will be completed by the Customer within two business days (unless otherwise noted)
15. The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders
16. In developing a comprehensive proposal for equipment and integration services ACP CreativIT's Account Managers and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your particular project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during integration effort which are different from those documented may have an effect on the price of the system solution, integration or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

Customer Responsibilities

Customer, at its expense, shall:

A. Provide employees or agents of ACP CreativIT LLC:
   - reasonable access to the premises and facilities
   - suitable and easily accessible floor space that's close to the project area
   - necessary power and grounding
   - an environment that prevents equipment from over-heating and/or exposure to moisture
   - floor plans

- any other information as needed

B. Communicate all project related issues with ACP CreativIT LLC in a timely basis such that the project timeline is not imperiled.
C. Provide all required licensing and software needed to ensure the timely backup of data as well as protection from viruses and other risks at all levels of the network.
D. Confirm all drop ship items have arrived.
E. Do not write on original packaging or boxes. Save all boxes and packing material as they are required for returns/rebates and repairs.
F. Cover the cost of lift rentals, if necessary to access and/or install all equipment included in this project.
G. Upon request and prior to scheduling, provide photographic confirmation of the completed customer responsibilities.
H. Upon project completion, review and verify the system implemented by ACP CreativIT LLC.

Work Schedule/Billing Rate

Rates - Regular billing hours are 7:30am – 5:30pm Monday through Friday. Any work performed outside that range is billed at the after-hours rate. Refer to the Billing Rate Schedule below.

ACP CreativIT LLC will work with the customers schedule when after-hours work is required. ACP CreativIT LLC will confirm the installation timeframe with the customer.

Time	Rate per Hour
7:30am – 5:30pm (M-F)	Published Rate
5:30pm – 7:30am (M-F)	1.5x Published Rate
Saturdays (7:30am-5:30pm)	1.5x Published Rate
Saturdays (5:30pm-12:00am Sunday)	2x Published Rate
Sundays (until 7:30am Monday)	2x Published Rate
Holidays	3x Published Rate

Travel – For any customer within 60 miles of its corporate offices ACP CreativIT LLC charges for service from the time we leave our corporate office until the time our work is complete (i.e., we charge travel to the customer's location, but not from). In addition, for all service calls greater than 60 miles from our offices, ACP CreativIT LLC reserves the right to charge an additional fee for zone travel charges. In addition, gas prices may at times, require us to include a small surcharge on dispatched trips from our technical team. Your account rep can explain how these charges may apply to you.

(continued on next page)

Labor – Labor for this project is to be billed as follows:

- X **Time and Materials billed off Sales Order**
- ☐ **Time and Materials billed off Block**
- ☐ **Project Based** *(flat fee no matter how long it takes – excluding costs associated with change orders)*

Billing Rate – The billing rate for this project is based on current published rates:

Installation:	$115/hr
Programming:	$175/hr
Project Management:	$150/hr
Design/Engineering:	$175/hr
Network Engineer:	$190/hr minimum (certification dependent)

Special Notes on Billing:

Terms: 50% down with order, balance due Net 30 upon delivery.

Change Management

ACP CreativIT LLC will review change requests to this Statement of Work by you. As part of this review, ACP CreativIT LLC will prepare a Change Order (available upon request) that documents the request and, if applicable, any impact on the project schedule and pricing. ACP CreativIT LLC will incorporate the change into the project schedule and scope of work upon receipt of your signed Change Order. Changes requested can affect the implementation schedule and services quoted. The following personnel at your company are authorized to make change orders:

Name	**Title**
Name	**Title**
Name	**Title**

Planned Down Time

ACP CreativIT LLC will provide prior notice of any necessary system outages during the implementation. In case of unforeseen issues during the installation and cutover, ACP CreativIT LLC will make every effort to minimize any interruption.

Testing

ACP CreativIT LLC will verify that the system and features meet the customer's expectations, as laid out in this document. This includes ensuring that the present functionality of the system is still available unless directed otherwise.

First day of Service

On the first day of service, ACP CreativIT LLC will be available for the customer to discuss questions or issues they may have. We will document all issues and work quickly to resolve them.

Return Policies

We strive to provide our customers with the highest level of service possible. From first visit to order delivery and installation, we want you to be completely satisfied with your experience.

Unless specified, the manufacturer's product warranty does not cover the labor to fix defective product(s).

Unless specified otherwise, all products are covered by the manufacturer's warranty. Please identify any concerns that you have within 30 days of the invoice date. Any issues after the first 30 days will be subject to the restrictions and limitations imposed by our vendors.

All cancelled orders/returns are subject to a 15% restocking fee. Opened software is not returnable. Special order/non-stock items may not be returnable or may be subject to a higher restock fee. Vendor approval will be required prior to the return of opened hardware. Defective hardware may be returned for exchange only. Support blocks are non-refundable. Refund checks will be mailed.

A RETURN AUTHORIZATION ("R.A") REQUEST must be placed by filling out our online Return Authorization Request and is required for ALL returns. (Go to www.cccp.com and click on the Return Authorization Request Form link under Policies & Terms.). You will get a response within 48 hours of your request. Merchandise must be returned within 7 days of the issuance of the R.A.

Please do not write on original packaging or boxes. In addition, save all boxes and packing material as they are required for returns/rebates and repairs.

ACP CreativIT LLC inspects all returns and reserves the right to return merchandise that does not meet manufacturers return authorization criteria.

If you have additional questions, please email returns@cccp.com.

Programming

Programming performed by ACP CreativIT LLC is subject to a limited warranty. ACP CreativIT LLC warrants that the physical medium on which this programming is located is free from defects and that the products impacted by this programming will perform as outlined in this SOW. This limited warranty is good for 60 days from the date of invoice. See Programming Addendum to the SOW if applicable.

Supply Chain

Many of the industries we serve are experiencing considerably longer-than-normal lead times due to COVID-19 related shortages in raw material, production material, semiconductor and microchips, as well as other supply chain issues. As a result of these issues, equipment, material lead times and prices of products we use in the design of projects and customer proposals are subject to change, and may unexpectedly be discontinued without notice. ACP CreativIT/Camera Corner Connecting Point is not responsible for any hardship to our customers caused by these issues, though we will work diligently with the customer and our vendor partners to resolve these issues as quickly and as cost effectively as possible.

Disclaimers and Limitations of Liability

ACP CreativIT LLC WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, LOST TIME, LOSS OF USE OF ANY EQUIPMENT OR ANY OTHER DAMAGES RESULTING FROM THE BREAKDOWN OR FAILURE OF ANY EQUIPMENT OR FROM DELAYS IN SERVICING OR THE INABILITY TO RENDER SERVICE ON ANY EQUIPMENT. ACP CreativIT LLC LIABILITY FOR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ACP CreativIT LLC NEGLIGENCE OR INSTALLATION OF DEFECTIVE PARTS OR COMPONENTS, WHETHER OR NOT SUCH DEFECT WAS KNOWN OR DISCOVERABLE, SHALL NOT EXCEED THE ACTUAL PRICE PAID TO ACP CreativIT LLC BY CLIENT FOR THE EQUIPMENT OR PARTS, WHICHEVER IS LESS.

Contact for Service

When you need to place a service call to ACP CreativIT LLC, please call us at (920) 438-0333. We will take your name, a brief description of the trouble, and a call back number. We will then contact one of our qualified associates to follow up on your request.

Statement of Confidentiality

This Statement of Work and proposal is the proprietary and confidential property of ACP CreativIT LLC. By accepting possession of this document, the company named in this document agrees to keep the contents in confidence and not to use, duplicate, or disclose for any purpose other than the purpose of evaluating ACP CreativIT LLC ability to provide the services herein, unless otherwise agreed to in writing by ACP CreativIT. On request by ACP CreativIT, the company named in this document agrees to return the copies of the Statement of Work to ACP CreativIT, together with the other materials supplied by ACP CreativIT.

Non-Solicitation of Personnel

Client agrees not to solicit, directly or indirectly (through individuals, subsidiaries, holding companies, partnerships, subcontractors, employment agencies or any other financially related firms), nor to tender an offer for employment nor place on their payrolls any present ACP CreativIT LLC employee who becomes known to Client in connection with the proper performance of this Agreement during the term of this Agreement and for a period of one (1) year after its termination. In the event Client hires or contracts with a ACP CreativIT LLC employee in violation of the terms of this paragraph, the Client agrees to pay ACP CreativIT LLC as liquidated damages, and not as a penalty, an amount equal to one half of the employee's annual compensation, including but not limited to wages, bonuses and fringe benefits.

Post Installation Review

ACP CreativIT LLC wants to get your feedback to understand how we could serve you better, and improve our relationship with you. We may also ask for referrals or testimonials. Please feel free to contact us with any questions you may have.

Approval for Acceptance and Authorization of Project Completion

ACP CreativIT LLC will work with you to resolve any problems and answer any questions you have regarding the system implementation. Your signature of acceptance will be asked for upon completion of the project.

Approval for Contact Information/Logo Placement

ACP CreativIT LLC will place our logo and contact information on a 1U blank rack panel to provide you convenient contact information.

Approval for Pictures of Completed Project

ACP CreativIT LLC may take pictures of the equipment upon completion of the project. They will be primarily used to document the installation work and reference in the future if design changes or troubleshooting is required. Your signature of acceptance will be asked for upon completion of the project.

Other Approvals

Throughout this project, ACP CreativIT LLC may provide the customer with other documents requiring approval before we begin a particular phase of the project. Such documents are addendums of this document and are subject to all of the same guidelines stated in this document. A non-exhaustive list of examples would include a Programming Addendum to the SOW and a Custom Plate Addendum to the SOW.

Subcontractors

ACP CreativIT LLC may use subcontractors to assist on this project. All work by subcontractors will be directed and/or supervised by ACP CreativIT LLC staff. Tasks that subcontractors may be utilized for include the following:

- Low voltage cabling – including Cat. 6 cabling
- Conduit and raceway work as required
- Physical installation of devices and equipment

Remote Access

Unless specifically directed otherwise, ACP CreativIT LLC will install TeamViewer software on the any provided servers and create a ACP CreativIT LLC account on the system. This access will be used to facilitate service and repair issues as well as programming changes as directed by the owner.

Acceptance and Authorization of SOW

IN WITNESS WHEREOF, the parties hereto each acting with proper authority Accept this Statement of work

Project Name: Municipal Court Upgrades

Hon. Jonathan Gigot	Michael Seering	David Kalsow
Customer Printed Full Name	ACP CreativIT LLC Acct Rep Full Name	ACP CreativIT LLC Engineer Full Name
Municipal Court Judge	Account Manager	Designer
Title	Title	Title
Signature	Signature	Signature
Date	Date	Date

An authorized signature on this document acknowledges that the customer has read our Return Policy located on the Company Info page of the ACP CreativIT LLC website www.cccp.com.

After all parties have signed, please provide original to customer and a copy to ACP CreativIT LLC.

Acceptance and Authorization of Project Completion

IN WITNESS WHEREOF, the parties hereto each acting with proper authority Accept this Statement of work

Project Name: Municipal Court Upgrades

Hon. Jonathan Gigot	Michael Seering	David Kalsow
Customer Printed Full Name	ACP CreativIT LLC Acct Rep Full Name	ACP CreativIT LLC Engineer Full Name
Municipal Court Judge	Account Manager	Designer
Title	Title	Title
Signature	Signature	Signature
Date	Date	Date

Can we use you as a reference or testimonial for the work just completed? Yes _____ No_____

If no, may we ask why?

____

After all parties have signed, please provide original to customer and a copy to ACP CreativIT LLC.

Report to the
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
January 30, 2024	

AGENDA ITEM # E.14

Consideration with possible action to approve a service agreement with Off Duty Management for public safety software to manage all Police Department overtime.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Finance Commitee Meeting Agenda Jan 30th

INTEROFFICE MEMORANDUM
GREEN BAY POLICE DEPARTMENT

To: Diana Ellenbecker. Finance Director

From: Cmdr. Kevin Warych

Re: Off Duty Management.

The Green Bay Police Department currently uses its own records management system (RMS) to manage all the overtime. Officers can see what overtime is available and sign for it electronically within the RMS. Once the officer signs for the overtime, supervisors must ensure the overtime is being assigned according to the collective bargaining agreement, make the officers notifications, and complete operations planning for the overtime detail.

The department's intent is to automate this process by partnering with Off Duty Management (ODM) to manage all the department's overtime. ODM uses an electronic platform with the use of an app and or website for all employees to post, sign, and be notified of the overtime that they were assigned. ODM's platform provides officers an easier way to see and manage what overtime they want to work. This will in turn save staff time by managing and making notifications, and outsourcing the invoicing process where the city's costs are paid upfront. ODM then collects the fees from the special events for the overtime.

There is no charge for this service. However, a 7% surcharge is applied to the special events only for overtime that is reimbursed through the city. This fee will provide special event organizers with a $15 million dollar insurance policy if an incident were to occur at the special event. The city can use ODM for their internally generated overtime for free.

The department recommends partnering with ODM to be more efficient in our overtime operations. This will be a great benefit for the city as it will collect fees timelier, the invoicing process is automated, and the additional insurance coverage will provide extra protection for the city. Also, this will be a benefit for the employees because the overtime will be available via an app, and the notifications are automated. Finally, this will be beneficial for the special event organizers because they have an extra layer of protection by the insurance policy that is applied to all special events. The insurance does not apply to internally generated overtime. The ODM contract is attached for further explanation.

Respectfully,

Cmdr. Kevin Warych

Report to the
Finance Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
January 30, 2024	

AGENDA ITEM # E.15

Consideration with possible action for a contract amendment with Cross Safe / Everything Parking, Inc. to create an assistant manager position, estimated at $23,530/year, for additional services.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Assistant Manager Proposal January 2024 - signed
2. School Crossing Guards 2024 Assistant Manager request
3. Signed Crossing Gaurd Renewal 6-2023 18 month extension

INTEROFFICE MEMORANDUM
GREEN BAY POLICE DEPARTMENT

To: Chief Chris Davis

From: Cmdr. Kevin Warych

Re: Crossing Guard Assistant Manager Position.

The current crossing guard contract with Cross Safe Inc. is scheduled to expire May of 2025. The city of Green Bay recently renewed the contract in the summer of 2023 to ensure our crossing guard services went through the full 2024-2025 school year. Due to procurement rules, the crossing guard contract will go for a request for proposal (RFP) in January of 2025 to ensure there is no disruption in the crossing guard program for the 2025-2026 school year.

As we work through the 2023-2024 school year, the current crossing guard administrator oversees over 32 crossing guards that cover 29 intersections. This is an incredible job for one person given the labor shortage we still face and the lack of relief guards. The city and Cross Safe have worked extensively over the last two years to become fully staffed and minimized the time police officers staff intersections.

Recently, Gary Lewis and Brian Haupricht from Park Inc/Cross Safe Inc. approached the city to establish an assistant manager position to assist the current crossing guard administrator. The reasons why this would benefit the city are as follows:

- Better span of control. The current administrator oversees 32 guards. This will help manage, coordinate, and staff intersections when they become available.
- This will add one more guard to help fill in when a guard is sick, on vacation, or unable to work.
- Most importantly, this provides succession planning for the program. As we complete this school year and look to the next, we must constantly plan for anticipated turnover in the program. By having an assistant manager, this will provide continuity and minimize the time of onboarding new guards and the overall management of the program.

In order to create this position, there needs to be an amendment to the contract. This position was not in the original contract and has a fiscal impact on the crossing guard budget. In order for the contract to be amended and put on the finance committee agenda, the following information is being requested by Finance Director Diana Ellenbecker:

1. Background information. (See information above)
2. Recommendation. (See information below)
3. Fiscal Impact. (See Information below)

I recommend this position for the reasons stated above. I think this is wise for the city to prepare and have a succession plan moving forward. As for the fiscal impact, see the attached document labeled "School Crossing Guards 2024 Assistant Manager request" from Cross Safe. The fiscal impact is:

- Wage per hour: $20.00
- Hours worked per school day: up to 4
- Billing rate per hour: $32.50

- Estimated annual expense based on 181 days: $23,530
    - Includes 1 day for annual training and physical exam

From a historical budget perspective, this is what the city has budgeted and spent on crossing guards. The attached spreadsheet gives the annual cost breakdown:

- 2024 Crossing Guard Budget $330,000
    - Spent TBD
- 2023 Crossing Guard Budget $306,000
    - Spent $314,331.01
- 2022 Crossing Guard Budget $370,000
    - Spent $310,689.47
- 2021 Crossing Guard Budget $431,0000
    - Spent $227,916.32

I conclude that the budget impact will be minimal. Except for 2023, there have always been net savings at the end of the year. In 2024, we anticipate using the budgeted amount so there is a chance we will be over. However, with hiring and onboarding this position, it would not be operational until February at the earliest. However, with labor shortage this could be longer. In turn, the annual cost would be less, which reduces our chance of being over the budgeted amount. With your approval, I will submit this requested documentation to be added by next week's finance committee meeting. Thank you for your consideration.

Respectfully,

Cmdr. Kevin Warych

Approved:

Jan 24, 2024

Chris Davis
Police Chief

Assistant Manager Proposal January 2024

Final Audit Report 2024-01-24

Created:	2024-01-23
By:	Kevin Warych (Kevin.Warych@greenbaywi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEY60xhDn3jUPcLdeGaS84StlQ2TvVA6N

"Assistant Manager Proposal January 2024" History

Document created by Kevin Warych (Kevin.Warych@greenbaywi.gov)
2024-01-23 - 9:48:33 PM GMT

Document emailed to Chris Davis (Chris.Davis@greenbaywi.gov) for signature
2024-01-23 - 9:49:16 PM GMT

Email viewed by Chris Davis (Chris.Davis@greenbaywi.gov)
2024-01-24 - 8:18:57 PM GMT

Document e-signed by Chris Davis (Chris.Davis@greenbaywi.gov)
Signature Date: 2024-01-24 - 8:19:06 PM GMT - Time Source: server

Agreement completed.
2024-01-24 - 8:19:06 PM GMT

CROSS SAFE

PHONE 704.377.1755 FAX 704.377.3155 WEB parkinc.com
ADDRESS 4900 Old Pineville Road | Charlotte | North Carolina | 28217

Thursday, January 25, 2024

Thomas J. Walenski
City of Green Bay
100 North Jefferson Street
Green Bay, Wisconsin 54301

Dear Mr. Walenski:

The following is a summary of the requested addition of an assistant manager for crossing guard services for the City of Green Bay for 2024:

- Wage per hour: $20.00
- Hours worked per school day: up to 4
- Billing rate per hour: $32.50
- Estimated annual expense based on 181 days: $23,530
    - Includes 1 day for annual training and physical exam

Please feel free to contact me if you have any questions.

Sincerely,

Brian A. Haupricht
President

CITY OF GREEN BAY 1854 Titletown, USA

Purchasing Department
100 North Jefferson Street • Room 101
Green Bay, Wisconsin 54301-5026
www.greenbaywi.gov

Phone 920.448.3047
Fax 920.448.3050

Contract Renewal #3262
Crossing Guard Services

The City of Green Bay, WI is seeking a contract extension from Cross Safe / Everything Parking Inc. to provide School Crossing Guard Services as outlined in the Request for Proposal. The out-sourced Crossing Guard Program shall include the recruitment, pre-employment screening, training, coordination, and management of the entire Crossing Guard Program. The City has thirty-two (32) schools supported by thirty-three (33) full time guards and ~~twelve~~ nineteen (19) unique guards (City employed) during the school year. The City of Green Bay may need to adjust future needs depending on City of Green Bay Schools decisions on future school closings and alignment. The current contract expires on December 31,2023. The City of Green Bay would like to offer a current contract extension of 18 months, this would become active on January 1, 2024, and would end June 30, 2025 (18 months). The reason for the 18-month extension is to have the contract coincide better with school year activity. All terms, conditions and all agreements from the parent Contract agreement roll into this extension.

Cross Safe / Everything Parking Inc

Brian Haupricht – President Cross Safe

Date: 6/15/23

City of Green Bay -Police Department

Chris Davis

Chris Davis - City of Green Bay – Chief of Police

Date: 6/15/2023

City of Green Bay

Eric Genrich

Eric Genrich - Mayor

Date: 6/15/2023

City of Green Bay

C Jeffreys

Celestine Jeffreys - Clerk

Date: 6/15/2023

City of Green Bay
CONTRACT FOR PURCHASE OF SERVICES

1. **PARTIES.**
This is a Contract between the City of Green Bay, Wisconsin, hereafter referred to as the "City" and Everything Parking, Inc. hereafter referred to as "Contractor."

The Contractor is a: Corporation

2. **PURPOSE.**
The purpose of this Contract is as set forth in Section 3.

3. **SCOPE OF SERVICES AND SCHEDULE OF PAYMENTS.**
Contractor will perform the following services and be paid according to the following schedule(s) or attachment(s):
City of Green Bay's RFP #3262 and addendum along with Proposal submitted by Brian Haupricht dated 6/30/2020 which includes Cost Proposal Attachment C- Cost Proposal-RFP #3262 Crossing Guard Services.

Order of Precedence: In the event of a conflict between the terms of this Contract for Purchase of Services and the terms of any document attached or incorporated herein, the terms of this Contract for Purchase of Services along with City of Green Bay Standard Terms and Conditions, the City's requests for proposals/bids, the version of the Contractor's proposal/bid that was accepted by the City, and the City's Purchase Order (if any) shall control and supersede any such conflicting term.

4. **TERM AND EFFECTIVE DATE.**
This Contract shall become effective upon execution by the Mayor and the City Clerk (or the Purchasing Agent if so authorized) on behalf of the City of Green Bay, unless another effective date is specified in the Attachment(s) incorporated in Section 3. The effective date of this Contract shall be January 1, 2021 the term of this Contract shall be January 1, 2021 through December 31, 2023 with one eighteen (18) month renewal extension available.

5. **ENTIRE AGREEMENT.**
This Contract for Purchase of Services, including any and all attachments, exhibits and other documents referenced in Section 3 (hereafter, "Agreement" or "Contract") is the entire Agreement of the parties and supersedes any and all oral contracts and negotiations between the parties. If any document referenced in Section 3 includes a statement that expressly or implicitly disclaims the applicability of this Contract for Purchase of Services, or a statement that such other document is the "entire agreement," such statement shall be deemed rejected and shall not apply to this Contract.

6. **ASSIGNABILITY/SUBCONTRACTING.**
Contractor shall not assign or subcontract any interest or obligation under this Contract without the City's prior written approval. All of the services required hereunder will be performed by Contractor and employees of Contractor.

7. **DESIGNATED REPRESENTATIVE.**
   A. Contractor designates Brian Haupricht as Contract Agent with primary responsibility for the performance of this Contract. In case this Contract Agent is replaced by another for any reason, the Contractor will designate another Contract Agent within seven (7) calendar days of the time the first terminates his or her employment or responsibility using the procedure set forth in Section 14, Notices.
   B. In the event of the death, disability, removal or resignation of the person designated above as the Contract agent, the City may accept another person as the Contract agent or may terminate this Agreement under Section 23, at its option.

8. **PROSECUTION AND PROGRESS.**
   A. Services under this Agreement shall commence upon written order from the City to the Contractor, which order will constitute authorization to proceed; unless another date for commencement is specified elsewhere in this Contract including documents incorporated in Section 3.
   B. The Contractor shall complete the services under this Agreement within the time for completion specified in Section 3 and Section 4, the Scope of Services, including any amendments. The Contractor's services are completed when the City notifies the Contractor in writing that the services are complete and are acceptable. The time for completion shall not be extended because of any delay attributable to the Contractor, but it may be extended by the City in the event of a delay attributable to the City, or in the event of unavoidable delay caused by war, insurrection, natural disaster, or other unexpected event beyond the control of the Contractor. If at any time the Contractor believes that the time for completion of the work should be extended because of unavoidable delay caused by an unexpected event, or because of a delay attributable to the City, the Contractor shall notify the City as soon as possible, but not later than seven (7) calendar days after such an event. Such notice shall include any justification for an extension of time and shall identify the amount of time claimed to be necessary to complete the work.
   C. Services by the Contractor shall proceed continuously and expeditiously through completion of each phase of the work.
   D. Progress reports documenting the extent of completed services shall be prepared by the Contractor and submitted to the City with each invoice under Section 22 of this Agreement, and at such other times as the City may specify, unless another procedure is specified in Section 3.
   E. The Contractor shall notify the City in writing when the Contractor has determined that the services under this Agreement have been completed. When the City determines that the services are complete and are acceptable, the City will provide written notification to the Contractor, acknowledging formal acceptance of the completed services.

9. **AMENDMENT.**
This Contract shall be binding on the parties hereto, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto. Any other change in any provision of this Contract may only be made by a written amendment, signed by the duly authorized agent or agents who executed this Contract.

10. **EXTRA SERVICES.**
The City may request the Contractor to perform extra services or decreased services, according to the procedure set forth in Section 22(b). Extra services or decreased services means services which are not different in kind or nature from the services called for in the Scope of Services, Section 3, but which may increase or decrease the quantity and kind of labor or materials or expense of performing the services. Extra services may not increase the total Contract price, as set forth in Section 21, unless the Contract is amended as provided in Section 9 above.

11. **NO WAIVER.**
No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Contractor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. **NONDISCRIMINATION.**
During the term of this Contract, 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.

13. **SEVERABILITY.**
It is mutually agreed that in case any provision of this Contract is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Contract remain in full force and effect.

14. **NOTICES.**
All notices to be given under the terms of this Contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:

Procurement Manager, Purchasing Department

100 North Jefferson St. Room 101

Green Bay, WI 54301

FOR THE CONTRACTOR:

Cross Safe
Attn: Brian Haupricht
4900-B Old Pineville Road,
Charlotte, NC 28203

15. **STATUS OF CONTRACTOR/INDEPENDENT/TAX FILING.**
The parties hereto agree that the Contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the City. The Contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the City.

Contractor shall provide a valid IRS W9 form to the Purchasing Department, prior to payment. The Contractor is informed that as an independent Contractor, s/he may have a responsibility to make estimated tax returns, file tax returns, and pay income taxes and make social security payments on the amounts received under this Contract and that no amounts will be withheld from payments made to this Contractor for these purposes and that payment of taxes and making social security payments are solely the responsibility and obligation of the Contractor. The Contractor is further informed that s/he may be subject to civil and/or criminal penalties if s/he fails to properly report income and pay taxes and social security taxes on the amount received under this Contract.

16. **GOODWILL.**
Any and all goodwill arising out of this Contract inures solely to the benefit of the City; Contractor waives all claims to benefit of such goodwill.

17. THIRD PARTY RIGHTS.
This Contract is intended to be solely between the parties hereto. No part of this Contract shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

18. AUDIT AND RETAINING OF DOCUMENTS.
The Contractor agrees to provide all reports requested by the City including, but not limited to, financial statements and reports, reports and accounting of services rendered, and any other reports or documents requested. Financial and service reports shall be provided according to a schedule (when applicable) to be included in this Contract. Any other reports or documents shall be provided within five (5) working days after the Contractor receives the City's written requests, unless the parties agree in writing on a longer period. Payroll records and any other documents relating to the performance of services under the terms of this Contract shall be retained by the Contractor for a period of three (3) years after completion of all work under this Contract, in order to be available for audit by the City or its designee.

19. CHOICE OF LAW AND COMPLIANCE.
This Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Contract that cannot be mutually resolved, the venue shall be Brown County Circuit Court or the United States District Court for the Eastern District of Wisconsin.

The Contractor shall give all notices and shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Contract and which in any manner affect the work or its conduct. The City reserves the right to cancel this Contract if the Contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Contract with any state or federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

Contractor shall be required to demonstrate valid possession of appropriate required licenses and will keep them in effect for the term of this Contract. The Contractor shall also be required, when appropriate to obtain the necessary building permits prior to performing work on City facilities.

20. CONFLICT OF INTEREST.

A. The Contractor warrants that it and its agents and employees have no public or private interest, and will not acquire directly or indirectly any such interest, which would conflict in any manner with the performance of the services under this Agreement.

B. The Contractor shall not employ or Contract with any person currently employed by the City for any services included under the provisions of this Agreement.

21. COMPENSATION.
It is expressly understood and agreed that in no event will the total compensation under this Contract exceed the hourly dollar amounts per Crossing Guards per hour per year listed on the Contractors submitted Attachment C – Cost Proposal – RFP 3262 Grossing Guard Services.

22. BASIS FOR PAYMENT.

A. GENERAL.

(1) The City will pay the Contractor for the completed and accepted services rendered under this Contract on the basis and at the Contract price set forth in Section 21 of this Contract. The City will pay the Contractor for completed and approved "extra services", if any, if such "extra services" are authorized according to the procedure established in this section. The rate of payment for "extra services" shall be the rate established in this Contract. Such payment shall be full compensation for services rendered and for all labor, material, supplies, equipment and incidentals necessary to complete the services.

(2) The Contractor shall submit itemized invoices, on the form or format approved by the City and as may be further specified in Section 3 of this Contract. The City will pay the Contractor in accordance with the schedule, if any, set forth in Section 3. The final invoice, if applicable, shall be submitted to the City within three months of completion of services under this Agreement.

(3) Payment shall not be construed as City acceptance of unsatisfactory or defective services or improper materials.

(4) Final payment of any balance due to the Contractor will be made upon acceptance by the City of the services under the Agreement and upon receipt by the City of documents required to be returned or to be furnished by the Contractor under this Agreement.

(5) The City has the equitable right to set off against any sum due and payable to the Contractor under this Agreement, any amount the City determines the Contractor owes the City, whether arising under this Agreement or under any other Agreement or otherwise.

(6) Compensation in excess of the total Contract price will not be allowed unless authorized by an amendment under Section 9, AMENDMENT.

(7) The City will not compensate for unsatisfactory performance by the Contractor.

B. SERVICE ORDERS, EXTRA SERVICE, OR DECREASED SERVICE.

(1) Written orders regarding the services, including extra services or decreased services, will be given by the City, using the procedure set forth in Section 14, NOTICES.

(2) The City may, by written order, request extra services or decreased services, as defined in Section 10 of this Contract. Unless the Contractor believes the extra services entitle it to extra compensation or additional time, the Contractor shall proceed to furnish the necessary labor, materials, and professional services to complete the services within the time limits specified in the Scope of Services, Section 3 of this Agreement, including any amendments under Section 9 of this Agreement.

(3) If in the Contractor's opinion the order for extra service would entitle it to extra compensation or extra time, or both, the Contractor shall not proceed to carry out the extra service, but shall notify the City, pursuant to Section 9 of this Agreement. The notification shall include the justification for the claim for extra compensation or extra time, or both, and the amount of additional fee or time requested.

(4) The City shall review the Contractor's submittal and respond in writing, either authorizing the Contractor to perform the extra service, or refusing to authorize it. The Contractor shall not receive additional compensation or time unless the extra compensation is authorized by the City in writing.

23. CANCELATION/TERMINATION.

A. The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds.

B. The City may terminate this Contract for any reason, including convenience upon prior written notification to Contractor. Termination for convenience by City will entitle Contractor to payment for only those goods or services delivered, received and accepted and not subsequently rejected by the City.

C. In the event the Contractor shall default in any of the covenants, agreements, commitments, or conditions and any such default shall continue un-remedied for a period of ten (10) days after written notice to the Bidder, the City may, at its option and in addition to all other rights and remedies which it may have, terminate the Contract and all rights of the Bidder under the Contract.

D. Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for Contract termination. If the Contractor fails to maintain and keep in force the insurance, if required, the City shall have the right to cancel or terminate the Contract without notice.

24. INDEMNIFICATION.

Contractor hereby agrees to indemnify, defend and hold harmless the City of Green Bay, 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 Contractor or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. The obligation to indemnify, defend and hold harmless the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, shall be applicable unless liability results from the sole negligence of the City of Green Bay, its elected and appointed officials, officers, employees, agents, representatives and volunteers. Contractor shall reimburse the City of Green Bay, 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 Contractor employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be Contractor's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Green Bay, 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.

25. LIMITATION OF LIABILITY

City will not be liable for any loss of use, interruption of business, lost profits, or any indirect, special, incidental, or consequential damages of any kind regardless of the form of action whether in contract, tort (including negligence), strict product liability, or otherwise, even if it has been advised of the possibility of such damages. In no event shall City's aggregate liability under this agreement exceed the fees paid to Contractor hereunder

26. INSURANCE.

INSURANCE/INDEMNIFICATION REQUIREMENTS FOR CITY OF GREEN BAY

1. GENERAL LIABILITY COVERAGE
A. Commercial General Liability
(a) $1,000,000 general aggregate
(b) $1,000,000 products completed operations aggregate
(c) $1,000,000 personal injury and advertising injury
(d) $1,000,000 each occurrence limit
B. Claims made form of coverage is not acceptable.
C. Insurance must include:
(a) Premises and Operations Liability
(b) Blanket Contractual Liability including coverage for the joint negligence of the City of Green Bay, GBHA, its officers, council members, agents, employees, authorized volunteers and the named insured
(c) Personal Injury
(d) Explosion, collapse and underground coverage
(e) Products/Completed Operations
(f) Independent Contractors
2. BUSINESS AUTOMOBILE COVERAGE
A. Minimum Limits $1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident
Must cover liability for "Any Auto" including Owned, Non Owned and Hired Automobile Liability

3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY

A. Must carry coverage for Statutory Workers Compensation and Employers Liability minimum limit of:
$100,000 Each Accident
$500,000 Disease Policy Limit
$100,000 Disease Each Employee

4. ADDITIONAL PROVISIONS

* **Additional Insured** – On the General Liability Coverage, the City of Green Bay, and its officers, council members, agents, employees, and authorized volunteers shall be "Additional Insureds."
* **Endorsement** The Additional Insured and Workers Compensation Subrogation Waiver policy endorsements must accompany the Certificate of Insurance.
* **Indemnification** See above #24.
VENDOR shall reimburse the City of Green Bay, 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 VENDOR employs other persons, firms, corporations or entities (sub-contractor) as part of the work covered by this Agreement, it shall be VENDOR'S responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City of Green Bay, GBHA its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement.
* **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.
* **Certificates of Insurance** A copy of the Certificate of Insurance must be on file with the Risk Management.
* **Notice** City of Green Bay requires written notice of cancellation.
* **Acceptability of Insurers** No insurance required hereunder shall be carried with an insurer not authorized to do business in Wisconsin. The City reserves the right to disapprove any insurance company. A minimum AM Best Rating of A-VII is required. Professional Liability

The Contractor shall procure and maintain professional liability insurance with coverage of not less than $1,000,000. If such policy is a "claims made" policy, all renewals thereof during the life of the Contract shall include "prior acts coverage" covering at all times all claims made with respect to Contractor's work performed under the Contract. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.

Proof of Insurance, Approval. The Contractor shall provide the City with certificate(s) of insurance showing the type, amount, effective dates, and expiration dates of required policies prior to commencing work under this Contract. Contractor shall provide the certificate(s) to the City's representative upon execution of the Contract, or sooner, for approval by the City Risk Manager. If any of the policies required above expire while this Contract is still in effect, Contractor shall provide renewal certificate(s) to the City for approval. Certificate Holder language should be listed as follows:

City of Green Bay
ATTN: Purchasing Department, Room 101
100 North Jefferson St.
Green Bay, WI 54303

The Contractor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Risk Manager. The Contractor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Contract.

27. CONFIDENTIAL INFORMATION

Each party (on its behalf and on behalf of its subcontractors, employees or representatives, or agents of any kind) agrees to hold and treat all confidential information of the other party, including, but not limited to, trade secrets, sales figures, employee and customer information and any other information that the receiving party reasonably should know is confidential ("**Confidential Information**") as confidential and protect the Confidential Information with the same degree of care as each party uses to protect its own Confidential Information of like nature.

Confidential Information does not include any information that (i) falls under Wisconsin Public Records Law (see section 28) at the time of the disclosure or thereafter is lawfully obtained from publically available sources generally known by the public (other than as a result of a disclosure by the receiving party or its representatives); (iii) is available to the receiving party on a non-confidential basis from a source that is not and was not bound by a confidentiality agreement with respect to the Confidential Information; or (iv) has been independently acquired or developed by the receiving party without violating its obligations under this Agreement or under any federal or state law.

28. OPEN RECORDS

Both parties understand that the City is bound by the Wisconsin Public Records Law, and as such, responses and contracts are subject to and conditioned on the provisions of the law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the Contract, and that the Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Contract.

29. OWNERSHIP OF CONTRACT PRODUCT.

All of the work product, including, but not limited to, documents, materials, files, reports, data, including magnetic tapes, disks of computer-aided designs or other electronically stored data or information (the "Documents"), which the Contractor prepares pursuant to the terms and conditions of this Contract are the sole property of the City. The Contractor will not publish any such materials or use them for any research or publication, other than as expressly required or permitted by this Contract, without the prior written permission of the City. The grant or denial of such permission shall be at the City's sole discretion.

The Contractor intends that the copyright to the Documents shall be owned by City, whether as author (as a Work Made For Hire), or by assignment from Contractor to City. The parties expressly agree that the Documents shall be considered a Work Made For Hire as defined by Title 17, United States Code, Section 101(2).

As further consideration for the City entering into this Contract, the Contractor hereby assigns to City all of the Contractor's rights, title, interest and ownership in the Documents, including the right to procure the copyright therein and the right to secure any renewals, reissues and extensions of any such copyright in any foreign country. The City shall be entitled to the sole and exclusive benefit of the Documents, including the copyright thereto, and whenever required by the City, the Contractor shall at no additional compensation, execute all documents of assignment of the full and exclusive benefit and copyright thereof to the City. Any subcontractors and other independent Contractors who prepare portions of the Documents shall be required by the Contractor to execute an assignment of ownership in favor of the City before commencing work.

30. FORCE MAJEURE.
Neither party shall be in default by reason of any failure in performance of this contract in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

31. AUTHORITY.
Contractor represents that it has the authority to enter into this Contract. If the Contractor is not an individual, the person signing on behalf of the Contractor represents and warrants that he or she has been duly authorized to bind the Contractor and sign this Contract on the Contractor's behalf.

32. COUNTERPARTS, ELECTRONIC DELIVERY.
This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Contract may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Contract, fully executed, shall be as valid as an original.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have set their hands at Green Bay, Wisconsin.

CONTRACTOR:

Everything Parking, Inc. dba Cross Saf

(Type or Print Name of Contracting Entity)

By: Brian Haupricht

(Signature)

Brian Haupricht President

(Print Name and Title of Person Signing)

Date: 12/16/2020

CITY OF GREEN BAY, WISCONSIN
a municipal corporation:

By:

Eric Genrich, Mayor

Date: 12/18/2020
6/15/2023

Approved:

By:

(Signature)

Andrew Smith Chief of Police

(Print Name and Title of Person Signing)

Date: 12/16/2020

By: Joseph W. Faulds

(Signature)

Joseph W. Faulds Human Resources Director

(Print Name and Title of Person Signing)

Date: 12/16/2020

ATTACHMENT C – REVISED COST PROPOSAL - RFP 3262 CROSSING GUARD SERVICES

The Firm Of: Everything Parking, Inc. dba Cross Safe submits the following proposal.

The undersigned, on behalf of the Vendor, certifies: (1) this offer is made without previous understanding, conflict of interest, agreement or connection with any person, firm, or corporation making a quotation on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the quotation is entered; (4) they have read the complete Request for Quotation and understand all provisions to perform the work required by the proposed purchase contract documents referred to therein (as altered, amended or modified by addenda); (5) if accepted by the City, this quotation is guaranteed as written and will be implemented as stated; and (6) mistakes in writing of the submitted quotation will be their responsibility.

PROVIDE YOUR PROPOSED RATES BELOW AS LISTED:

	2022 Year 2	2023 Year 3	2024 Year 4	2025 Year 5
Crossing Guard Hourly Wage Rate (to the Employee)	X 75 daily hours = $ 15.30	X 75 daily hours = $ 15.61	X 75 daily hours = $ 16.08	X 75 daily hours = $
Crossing Guard Hourly Bill Rate (to the City)	X 75 daily hours = $ 23.95	X 75 daily hours = $ 24.43	X 75 daily hours $ 25.90	X 75 daily hours $
Program Administrator Hourly Wage Rate (to the Employee)	X 6 daily hours = $ 23.50	X 6 daily hours= $ 23.97	X 6 daily hours = $ 24.69	X 6 daily hours = $
Program Administrator Hourly Bill Rate (to the City)	X 6 daily hours = $ 37.52	X 6 daily hours = $ 38.27	X 6 daily hours = $ 40.57	X 6 daily hours = $

The hourly bill rate in the above table for the City shall include the following; supervisory, administrative overhead, profit, payroll tax, worker's compensation, liability insurance, any and all insurances costs, legal taxes such as FUTA, SUTA, etc., profit margin and any other potential billable costs.

LIST ANY OTHER POTENTIAL BILLABLE COSTS:

Brian A. Haupricht
Name (Print)

President
Title

Brian A. Haupricht
Signature 5E234C2

Cross Safe
Firm

9/13/21
Date

Signature: Eric Genrich
Eric Genrich (Jun 15, 2023 09:20 CDT)

Email: eric.genrich@greenbaywi.gov

Signature: [illegible] A Davis

Email: Chris.Davis@greenbaywi.gov

Signature: CJeffreys

Email: celestine.jeffreys@greenbaywi.gov

Crossing Gaurd Renewal 6-23 Signed Document

Final Audit Report 2023-06-15

Created:	2023-06-15
By:	Thomas Walenski (Thomas.Walenski@greenbaywi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdY7bG8cjxRHtNGFwfih31ivhWQMSPQqW

"Crossing Gaurd Renewal 6-23 Signed Document" History

Document created by Thomas Walenski (Thomas.Walenski@greenbaywi.gov)
2023-06-15 - 2:14:38 PM GMT

Document emailed to eric.genrich@greenbaywi.gov for signature
2023-06-15 - 2:14:43 PM GMT

Email viewed by eric.genrich@greenbaywi.gov
2023-06-15 - 2:18:29 PM GMT

Signer eric.genrich@greenbaywi.gov entered name at signing as Eric Genrich
2023-06-15 - 2:20:20 PM GMT

Document e-signed by Eric Genrich (eric.genrich@greenbaywi.gov)
Signature Date: 2023-06-15 - 2:20:22 PM GMT - Time Source: server

Document emailed to Celestine Jeffreys (celestine.jeffreys@greenbaywi.gov) for signature
2023-06-15 - 2:20:24 PM GMT

Email viewed by Celestine Jeffreys (celestine.jeffreys@greenbaywi.gov)
2023-06-15 - 2:21:57 PM GMT

Document e-signed by Celestine Jeffreys (celestine.jeffreys@greenbaywi.gov)
Signature Date: 2023-06-15 - 2:24:28 PM GMT - Time Source: server

Document emailed to Chris Davis (Chris.Davis@greenbaywi.gov) for signature
2023-06-15 - 2:24:29 PM GMT

Email viewed by Chris Davis (Chris.Davis@greenbaywi.gov)
2023-06-15 - 3:06:20 PM GMT

Document e-signed by Chris Davis (Chris.Davis@greenbaywi.gov)
Signature Date: 2023-06-15 - 3:07:57 PM GMT - Time Source: server

Agreement completed.
2023-06-15 - 3:07:57 PM GMT

Report to the
Finance Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
January 30, 2024	

AGENDA ITEM # E.16

Consideration with possible action to approve the First Amendment to the Grant Agreement for the Neighborhood Investment Fund Program.

BACKGROUND

ARPA – Neighborhood Investment Program Grant for $5,000,000 from the Wisconsin Department of Administration to the City of Green Bay along with JBS Food Group.

The Original agreement fully executed on July 15, 2023.

The attached 1st amendment includes changes to scope of work, timeline extension, site plan, and budget.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. NIF-111 Proposed 1st Amendment DOA DLS Draft 12.1.2023
2. NIF-111 Grant Agreement EXECUTED 7.15.23

FIRST AMENDMENT TO THE GRANT AGREEMENT

STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION
and
CITY OF GREEN BAY

NEIGHBORHOOD INVESTMENT FUND GRANT PROGRAM

THIS FIRST AMENDMENT amends the Grant Agreement entered into on July 15th, 2023 by and between the Wisconsin Department of Administration ("Department"), representing the State of Wisconsin (collectively "State"), and the City of Green Bay ("Grantee").

RECITALS

WHEREAS, Grantee wishes to clarify the specific deliverables of its grant by revising the scope of work, timetable, site plan and budget to indicate that no SLFRF dollars under this specific grant are being utilized for actual housing construction related to this project; and

WHEREAS, pursuant to a U.S. Treasury Interim Final Rule published in the Federal Register on November 20th, 2023 updating the definition of "obligation" concerning SLFRF monies and providing various clarifications, the parties wish to revise the Grant Agreement language to clarify the incurrence and obligation requirements for eligible expenses; and

WHEREAS, based on the aforementioned, the parties wish to further amend the Grant Agreement to revise Attachment A, Scope of Work/Timetable/Site Plan and Attachment B, Budget;

NOW, THEREFORE, the parties hereto agree to amend the Grant Agreement as outlined below pursuant to Article 28 of the Grant Agreement:

1. The Scope of Work, Timetable, and Site Plan sections of Attachment A of the Grant Agreement are hereby deleted in their entirety and replaced by the Amended and Restated Scope of Work, Timetable, and Site Plan attached to this First Amendment as Exhibit 1.

2. The Budget section of Attachment B of the Grant Agreement is hereby deleted in its entirety and replaced by the Amended and Restated Budget attached to this First Amendment as Exhibit 2.

3. The language within Article 3. Period of Performance is deleted in its entirely and replaced by the following language: "The Performance Period is March 3, 2021 through December 31, 2025, as defined on the first page of this Grant Agreement. Grant Award funds may only be used to pay for Eligible Expenses incurred during the Performance Period."

4. Except as amended and modified by this First Amendment, all terms and conditions of the Grant Agreement, as amended, shall remain in full force and effect.

*****Remainder of Page Left Blank Intentionally*****

IN WITNESS WHEREOF, the Department and Grantee have executed this First Amendment to the Grant Agreement as of the date of last signature below.

CITY OF GREEN BAY	**STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION**
BY: ______________________ (signature)	**BY:** ______________________ (signature)
NAME: ______________________ (print)	**NAME:** ______________________
TITLE: ______________________	**TITLE:** ______________________
DATE: ______________________	**DATE:** ______________________

PROJECT ID: ARPA-NIF-111

UEI #: ZCUZDCHFP7C6

Exhibit 1

AMENDED AND RESTATED
ATTACHMENT A

CITY OF GREEN BAY

In the event of a conflict between the Attachments and the application and/or other supporting documents previously submitted to the State by the Grantee, the Attachments shall control.

1. Scope of Work:

In the space provided below, please provide a detailed description of your project, including the project's location, approximate dimensions (e.g., approximate square footage), its major features, any utility or infrastructure work necessary, as well as a description of the community (geographic, demographic) the project will serve. If you have a site plan/s for any construction that will occur, please attach it as Attachment A below.

The City of Green Bay is partnering with JBS Food Group to promote expanded housing opportunities targeting a range of housing styles, densities, and income levels by constructing needed public infrastructure (utilities), create an exemplary community park with other unique amenities, and assist in initial programming and support for an urban farm facility. The project is located in a qualified census tract (55009001600). Imperial Lane is a dead-end street experiencing a decline in property conditions, nuisances and crime. This project will reconnect this neighborhood with the surrounding area, provide additional resources, and serve as a catalyst for further public and private reinvestment. The project will include the donation of approximately 25.6 acres to the City of Green Bay from JBS Food Group.

The City of Green Bay will use Neighborhood Investment Funds for the following activities:

- New Community Park – The City will design and build a new destination community park facility that will maximize accessibility and inclusivity.
- Urban Farm – The City will design and construct an urban barn with the intent to partner with a service provider to implement programing that may include potential training, educational programming and support facilities (e.g. a commercial kitchen).
- Improved Infrastructure – The City will improve street and utility connections at this location to support the mixed income housing component by lowering the development costs associated with the housing component.

2. Timetable

Please insert below a description of the major tasks to be completed for your project (e.g., breaking ground on construction, completion of a building or remodel, commencement of new services) and the estimated dates on which they will occur.

Estimated Due Date	**Activity**
07/31/2023	Conceptual Site Planning (Full Site)
12/31/2024	Park Design, Bidding and Construction; Urban Agriculture Project Established
07/31/2025	Infrastructure Design, Bidding and Construction to begin
12/31/2025	**Estimated Project Completion Date**

Attachment A: Site Plan

ATTACHMENT B
CITY OF GREEN BAY
BUDGET
NEIGHBORHOOD INVESTMENT PROGRAM

In the event of a conflict between the Attachments and the application and/or other supporting documents previously submitted to the State by the Grantee, the Attachments shall control.

	Cost Category	**Grant Funds**	**Cost Share (e.g. Match)**	**Total**
A	Advertising			
B	Construction - New	$2,875,000.00	$500,000.00	$3,375,000.00
C	Construction - Remodel/Renovation			
D	Construction - Utility	$1,100,000.00		$1,100,000.00
E	Construction - Remediation			
F	Construction - Contingency			
G	Depreciation			
H	Equipment			
I	Insurance			
J	Participant Support Costs			
K	Personnel – Salaries			
L	Personnel - Fringe Benefits			
M	Professional Services	$900,000.00	$332,969.00	$1,232,969.00
N	Real Property Acquisition			
O	Rental of Real Property & Equipment			
P	Supplies			
Q	Travel			
R	Vehicle Acquisition			
S	Other			
T	Other			
U	Other			
V	Other			
W	Other			
AA	Subawards – Total Direct	$125,000.00		$125,000.00
BB	Subawards – Total Indirect			
CC	Program Income			
DD	Administrative (Indirect) Costs			
EE	Total Direct *(Sum rows A through AA)*	$5,000,000.00	$832,969.00	$5,832,969.00
FF	Total Administrative (Indirect) *(Sum rows BB and DD)*			
GG	Project Total (gross) *(Sum rows EE and FF and CC)*	$5,000,000.00	$832,969.00	$5,832,969.00
HH	Project Total (net) *(Subtract row CC from Row GG)*	$ 5,000,000.00	$832,969.00	$5,832,969.00

GRANT AGREEMENT

STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION
and
THE CITY OF GREEN BAY

NEIGHBORHOOD INVESTMENT FUND GRANT PROGRAM

THIS GRANT AGREEMENT is made and entered into for the period March 3, 2021 through December 31, 2025 ("Performance Period") by and between the Wisconsin Department of Administration ("Department"), representing the State of Wisconsin (collectively "State"), and the City of Green Bay("Grantee").

RECITALS

WHEREAS, the Department has received funds from the United States Department of the Treasury pursuant to section 602 of the Social Security Act, as amended by section 9901 of the American Rescue Plan Act of 2021 ("ARPA") to be used for the purposes specified in the ARPA; and

WHEREAS, on August 24, 2021 Governor Tony Evers announced the launch of a Neighborhood Investment Fund Grant Program ("Program") providing grants to local and Tribal governments to help neighborhoods recover from negative effects of the COVID-19 pandemic with a particular focus on addressing the needs of residents living in communities disproportionately impacted by the pandemic; and

WHEREAS, Governor Evers instructed the Department to utilize ARPA funds for the Program and to award grants to eligible applicants for eligible activities; and

WHEREAS, on behalf of the State, the Department administers the Program through its Division of Enterprise Operations ("Division"); and

WHEREAS, Grantee is an eligible applicant for participation in the Program; and

WHEREAS, it is the intention of the parties to this Grant Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the State has approved a Grant Award to Grantee in the amount set forth below;

NOW, THEREFORE, in consideration of their mutual promises and benefits the parties hereto agree as set forth in the Grant Agreement Terms and Conditions on the following pages.

IN WITNESS WHEREOF, the Department and Grantee have executed this Grant Agreement as of the date this Grant Agreement is signed by both parties' authorized representatives.

CITY OF GREEN BAY

BY: DocuSigned by: Eric Genrich 2194876097D3445...
(signature)

NAME: Eric Genrich
(print)

TITLE: Mayor

DATE: 7/13/2023 | 3:40 PM CDT

PROJECT ID: _ARPA-NIF-111__________

UEI #: _ZCUZDCHFP7C6________________

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

BY: DocuSigned by: F812A7858676477...
(signature)

NAME: Chris Patton

TITLE: Deputy Secretary

DATE: 7/15/2023 | 5:38 AM CDT

GRANT AGREEMENT TERMS AND CONDITIONS

ARTICLE 1. AMOUNT OF GRANT AND PURPOSE

The Department agrees to disburse to Grantee a total amount not to exceed **$_5,000,000.00_** (the **"Grant Award"**) to be used by Grantee solely for the purpose of paying for Eligible Expenses as defined in Article 5. The Department's payment obligations to Grantee under this Grant Agreement shall not exceed, in the aggregate, the Grant Award. The Grant Award shall be disbursed to Grantee in periodic payments as set forth in Attachment C. The Department reserves the right to reduce the award amount to account for proposed expenditures that do not meet the terms of this Grant Agreement or the intent of the Program.

ARTICLE 2. GRANT AGREEMENT DOCUMENTS

This Grant Agreement, including the documents annexed hereto as Attachments A-I, constitute the complete agreement of the parties. The Attachments are as follows:

Attachment A – Scope of Work
Attachment B – Budget
Attachment C – Semi-Annual Report and Payment Request
Attachment D – Source of Funds
Attachment E – Method of Payment
Attachment F – Federal Compliance Requirements for Use of State and Local Fiscal Recovery Funds
Attachment G – Completed Grant Application ("Application")
Attachment H – [RESERVED]
Attachment I – Additional Conditions

ARTICLE 3. PERIOD OF PERFORMANCE

The Performance Period is March 3, 2021 through December 31, 2025, as defined on the first page of this Grant Agreement. Grant Award funds may only be used to pay for Eligible Expenses incurred and obligated through December 31, 2024.

ARTICLE 4. AGREEMENT ADMINISTRATION

The Department employee who shall serve as the Department's primary point of contact for purposes of administration of this Grant Agreement shall be Jana Steinmetz, Administrator, Division of Enterprise Operations, or such other person as the Department shall identify to Grantee in writing.

Grantee's employee who shall serve as Grantee's primary point of contact for purposes of administration of this Grant Agreement is listed below and shall represent Grantee's interest regarding Grant Agreement performance, financial records, and related considerations. The Department shall be immediately notified in writing of any change of this designee.

Each person signing this Grant Agreement on behalf of Grantee certifies and attests that Grantee's respective Articles of Organization, Articles of Incorporation, By-Laws, Member's Agreement, Charter, Partnership Agreement, Corporate or other Resolutions, and/or other related governing documents, statutes, or ordinances give such person full and complete authority to bind Grantee, on whose behalf they are executing this document.

All correspondence, notices or requests under this Grant Agreement shall be in writing, in electronic form, to the addresses listed below:

To the Department: Jana Steinmetz
Administrator, Division of Enterprise Operations
Department of Administration
E-mail: NeighborhoodInvestmentFundProgram@wisconsin.gov

To Grantee: Name: Eric Genrich
Title: Mayor
Email: eric.genrich@greenbaywi.gov
Phone: 920-448-3005

ARTICLE 5. SCOPE OF WORK & ELIGIBLE EXPENSES

Grantee shall prepare and submit a Scope of Work for Grantee's project in the form of Attachment A and a Budget in the form of Attachment B. The Application and the Scope of Work shall set forth the major activities the Grantee will perform and the deliverables Grantee will provide for the project. The Budget shall set forth the amounts of the Grant Award that Grantee reasonably anticipates spending on various goods and services necessary to accomplish the tasks set forth in the Application and the Scope of Work. All amounts must be for Eligible Expenses as defined below.

"Eligible Expenses" are those expenses that are:

a) incurred during the Performance Period;

b) directly attributable to tasks necessary to perform the activities and provide the deliverables set forth in the Application and the Scope of Work;

c) consistent with Attachment B, Budget;

d) reasonable in amount relative to the good or service being paid for; and

e) consistent with the intent and scope of the Program as determined by the Department.

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.

All modifications to the Application, Scope of Work or Budget must be submitted to the Department for approval, and may require a signed written amendment agreed to by both parties if required by Department policy. Reasonable modifications to the Scope of Work or Budget may be approved by the Department if the modified expenses comply with ARPA and the requirements of this Article, and are consistent with the intent and scope of the Program. The Department reserves the right to disapprove any requested modifications to Grantee's Budget or Scope of Work. Modifications shall not result in the budget exceeding the Grant Award.

All expenses must meet the requirements of ARPA and all applicable rules and guidance issued by the U.S. Department of Treasury or other federal agencies governing the use of ARPA funds and be consistent with the intent and scope of the Program as determined by the Department. The Department reserves the right to seek reimbursement of any Grant Award funds expended on ineligible expenses. Examples of ineligible expenses include, but are not limited to: costs incurred in submitting an application; funding lobbying efforts; administrative, personnel and programmatic funding for existing operations; and other uses ineligible under ARPA or this Agreement.

Grantee shall hold the State harmless for any audit disallowance related to the eligibility of expenses paid for with Grant Award funds, irrespective of whether the audit is ordered by federal or state agencies or by the courts, and Grantee will be solely responsible for repaying any ineligible amounts (plus any assessed interest, costs, or fees) to the State or the federal government.

Grantee will return to the Department or its designee any funds used by Grantee to pay for ineligible expenses or amounts in excess of the Grant Award. If Grantee fails to return excess funds, the State may deduct the appropriate amount from subsequent payments due to Grantee from the State. The State also reserves the right to recover such funds by any other legal means including litigation if necessary.

ARTICLE 6. PAYMENTS OF GRANT AWARD FUNDS

Grant award funds shall be paid to Grantee according to the schedule set forth on Attachment C. Prior to receiving each advance of funds, Grantee shall provide to the Department a payment request and reporting form in accordance with Attachment C or such form as updated by the Department. The Department reserves the right to cease or revise payments of Grant Award funds or impose additional conditions, pursuant to Article 25 and Attachment I, in the event Grantee fails to report adequate progress toward achieving the activities outlined in Attachment A.

ARTICLE 7. METHOD OF PAYMENT

The method of payment is set forth in Attachment E.

Grantee shall establish and maintain in a state or federally insured financial institution an account for the purpose of receiving and disbursing all funds pertaining to this Grant Agreement.

ARTICLE 8. REPORTING REQUIREMENTS

Grantee understands that the Department is required to submit quarterly and annual reports to the U. S. Department of the Treasury pursuant to the American Rescue Plan Act of 2021. In addition, the Department has public transparency obligations and grantee monitoring responsibilities.

At the Department's request, Grantee shall provide the Department with all information necessary to comply with all requirements of the Treasury Department and other federal agencies regarding reporting of the uses of Grant Award funds, in a format designated by the Department. Such requests may include, but are not limited to, information from Grantee necessary for the Department to provide relevant and current Title VI information pursuant to 28 C.F.R. § 42.406 (federal non-discrimination compliance reviews). Grantee will also provide the Department with all information necessary to accomplish any public transparency reporting or Grantee monitoring that the Department deems necessary.

Grantee's reporting obligations are further set forth in Attachment C, unless more frequent or enhanced reporting is required pursuant to Article 25 and Attachment I.

ARTICLE 9. GRANTEE REPRESENTATIONS AND WARRANTIES

In addition to the other provisions of this Grant Agreement, the Grantee hereby warrants and represents:

a) Grantee's statements and representations in its grant Application (Attachment G) are true and correct and Grantee has read and understands the requirements set forth in this Grant Agreement and the grant announcement.

b) All information disclosed by Grantee to the Department in the course of its evaluation of Grantee's eligibility for funds is complete and accurate and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole and in light of the circumstances under which they were made, not misleading.

c) Grantee is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material adverse effect on Grantee's ability to perform its obligations under this Grant Agreement or to otherwise engage in its business.

d) Grantee has all necessary permits, licenses, certificates or other approval, governmental or otherwise, necessary to operate its business and own and operate its assets, all of which are in full force and effect and not subject to proceedings to revoke, suspend, forfeit or modify.

e) Grantee and each of Grantee's officers, directors, and each of its employees who will perform work funded with the Grant Award, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

f) Grantee and each of Grantee's officers, directors, and each of its employees who will perform work funded with the Grant Award, are not listed on the Wisconsin Department of Transportation Listing of Debarred, Suspended and Ineligible Contractors.

g) Grantee is not listed on the Wisconsin Department of Revenue Delinquent Taxpayer List.

h) Grantee is not listed on the Department's Ineligible Vendors Directory.

i) Grantee and each of Grantee's officers and directors, and each of its employees who will perform work funded with the Grant Award, during the four years preceding Grantee's execution of this Grant Agreement have not been convicted of or had a civil judgment rendered against them for: i) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local government) transaction; ii) violation of federal or state antitrust statutes; iii) commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; iv) making a false statement; or v) receiving stolen property.

j) Grantee and each of Grantee's officers and directors, and each of its employees who will perform work funded with the Grant Award, are not presently indicted, criminally charged, civilly charged, or under investigation for, any of the offenses identified in paragraph (i) above.

k) Grantee has not had a public transaction terminated for cause or default during the four years preceding Grantee's execution of this Grant Agreement.

The above warranties and representations are true and accurate as of the date this Grant Agreement is executed by the parties and shall survive the termination thereof.

In the event the Department discovers that any of the above is false or misleading in any material respect Grantee shall return to the Department the entire amount of the Grant Award as set forth in Article 21. If Grantee becomes non-compliant with any of the above from activity occurring during the Performance Period, Grantee shall immediately notify the Department and the Department may exercise all remedies available to it, including but not limited to termination of this Grant Agreement and recoupment of the Grant Award. The Department's rights to recoupment as set forth herein shall survive the termination of this Grant Agreement.

ARTICLE 10. STANDARDS OF PERFORMANCE

Grantee shall perform activities as set forth in the grant Application and described herein in accordance with those standards established by statute, administrative rule, the Department, and any applicable professional standards.

ARTICLE 11. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Wisconsin, the laws of the United States, and all rules, regulations, and guidance promulgated to implement ARPA. Grantee agrees to comply with the U.S. Constitution, applicable state and federal laws, regulations, and the terms and conditions of this Grant Agreement and the federal award (as outlined in Attachment F).

Grantee must immediately disclose in writing to the Department all violations of Federal and state criminal law potentially affecting the Grant Award or the State's Federal award, including but not limited to all offenses identified in section 9(i) of this Grant Agreement.

As further specified in Attachment F, Grantee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Agreement.

ARTICLE 12. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS

In connection with the performance of work under this Grant Agreement, Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation or national origin except as otherwise permitted by law. This is with respect to, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, Grantee further agrees to take affirmative action to ensure equal employment opportunities. Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices required by law.

Awards estimated to be over fifty thousand dollars ($50,000) require the submission of a written affirmative action plan by Grantee. Within fifteen (15) working days after this Grant Agreement is executed, Grantee shall submit the plan to the Department of Administration, Division of Enterprise Operations, P.O. Box 7867, Madison, WI 53707-7867 unless compliance eligibility is current. No extensions of this deadline shall be granted. Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

Pursuant to 2019 Wisconsin Executive Order 1, Grantee agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Failure to comply with the conditions of this article may result in the declaration of Grantee ineligibility, the termination of this Grant Agreement, or the withholding of funds.

ARTICLE 13. COMPLIANCE BY THIRD-PARTY RECIPIENTS OF FUNDS

With respect to funds received by Grantee under this Agreement, for each payment or distribution of funds made by Grantee to third-parties, including subawardees, contractors and subcontractors, and beneficiaries, Grantee shall be responsible for ensuring third-party compliance with all laws, rules, and regulations applicable to the receipt of such funds, including but not limited to applicable requirements of this Grant Agreement and the affirmative action requirements set forth in Article 12.

The State and Department bear no responsibility for contractor, subcontractor or subawardee compliance, performance, or dispute resolution hereunder.

ARTICLE 14. INTERNAL CONTROLS

Grantee shall establish and maintain effective internal controls over the Grant Award funds that provide reasonable assurance that Grantee is managing the Grant Award in compliance with applicable laws, regulations, and the terms and conditions of this Grant Agreement.

ARTICLE 15. SEGREGATION OF FUNDS AND ACCOUNTING RECORDS

Grantee shall maintain all Grant Award funds in a separate bank account used exclusively for the Grant Award funds or specifically identify the Grant Award funds in a separate internal account used to track all deposits, obligations, and expenditures of Grant Award funds. Grant Award funds shall be used only for purposes of Eligible Expenses pursuant to this Grant Agreement. Grant Award funds shall not be intermingled with funds received from any other source, including but not limited to other grant awards received from the State pursuant to ARPA. Additional requirements of Grantee's financial management system are set forth in Article 16 below.

ARTICLE 16. FINANCIAL MANAGEMENT SYSTEM

Grantee shall maintain a financial management system that permits the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to all applicable federal statutes and regulations and the terms and conditions of this Agreement.

Grantee shall assure that accounting records for funds received under this Grant Agreement are sufficiently segregated from other agreements, programs, and/or projects.

Grantee shall maintain a uniform double entry, full accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. Grantee's chart of accounts and accounting system shall permit timely preparation of reports of Program expenditures as required by the Department.

Grantee's financial management system shall further provide for the following:

a) Records that identify adequately the source and application of funds for activities under the Grant Agreement. These records must contain information pertaining to the Grant Award, authorizations, financial obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

b) Effective control over, and accountability for, all funds, property, and other assets. Grantee must adequately safeguard all assets and assure that they are used solely for authorized purposes.

c) The comparison of expenditures with budget amounts for the Grant Award.

ARTICLE 17. PROCUREMENT STANDARDS

Grantee shall maintain and follow written procedures governing its procurement of goods and services using Grant Award funds. Grantees may follow their existing procurement procedures if those procedures meet the requirements of this Article. The procedures shall be designed to ensure that:

a) Grantee pays reasonable prices when procuring goods and services;

b) Reasonable forms of competitive procedures are used where practical and appropriate in light of the value of the goods or services being procured;

c) Grantee obtains goods and services in an open, consistent, and ethical manner; and

d) Grantee avoids conflicts of interest in its procurement decisions.

No employee, officer, or agent of Grantee who has a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by Grant Award funds.

ARTICLE 18. RECORDKEEPING AND PUBLIC RECORDS LAW

During and for a period of five (5) years from the end of the Performance Period, Grantee shall maintain copies of all documents, including electronic documents and files, relating to Grantee's participation in the Program, including but not limited to all documents relating to goods and services purchased using Grant Award funds.

The Department and any of its authorized representatives shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on Grantee's premises any directly pertinent records and computer files of Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State.

This provision shall also apply in the event of cancellation or termination of this Agreement. Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to Grantee and shall be reimbursed by the State.

Pursuant to Wis. Stat. § 19.36(3), all records of Grantee that are produced or collected under this Grant Agreement are subject to public disclosure pursuant to a public records law request.

ARTICLE 19. AUDIT

If Grantee expends $750,000 or more of the Grant Award in a single fiscal year, Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards, and a copy of the audit report shall be provided to the Department within the earlier of 30 calendar days after Grantee's receipt of the auditor's report(s) or nine months after the end of the audit period.

In addition, regardless of the amount of the Grant Award Grantee expends in a single fiscal year, Grantee shall provide the Department with a copy of any audit of Grantee's financial statements within 30 days of Grantee's receipt of the audit report.

At the Department's discretion, Grantee also may be subject to a compliance audit or review conducted by the Department or an agreed-upon procedures engagement with an auditor.

ARTICLE 20. NO DUPLICATION OF FUNDS

No duplication of payment or reimbursement from another funding source is permitted. If Grantee receives funding from another source that is used to pay for or reimburse any expenditure that was reimbursed with funds received pursuant to this Grant Agreement, Grantee will notify the Department, withdraw the claimed expenditure to the extent covered by another source, and (a) utilize the funds received under this Grant Agreement for other Eligible Expenses sufficient to cover the payment received for the withdrawn expenditure during the Performance Period, or (b) repay the amount to the Department.

ARTICLE 21. REIMBURSEMENT OF FUNDS TO DEPARTMENT

Grantee shall be responsible for reimbursement to the Department for any disbursed funds which are determined by the Department to have been misused or misappropriated. The Department may also require reimbursement of funds if the Department determines that any provision of this Grant Agreement has been violated. Any reimbursement of funds which is required by the Department, with or without termination, shall be due within forty-five (45) days after giving written notice to Grantee.

ARTICLE 22. INDEMNIFICATION

In carrying out the provisions of this Grant Agreement or in exercising any power or authority contracted to Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of Grantee, or of any of its agents (including subawardees), in performing work under this Grant Agreement.

Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and third-parties to perform services or otherwise supply products or services. Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Grant Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

ARTICLE 23. ASSIGNMENT OF AGREEMENT

Grantee shall not assign to a third party all or any part of its obligations or rights under this Grant Agreement without prior written approval of the Department.

ARTICLE 24. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a State public official as defined by s. 19.42, Wis. Stats., or an organization in which a State public official holds at least a 10% interest is a party to this Grant Agreement, this Grant Agreement is voidable by the State unless timely, appropriate disclosure is made to the State of Wisconsin Ethics Commission, P.O. Box 7125, Madison, WI 53707-7125.

Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Grant Agreement without the prior written consent of the State and the employer of such person or persons.

Grantee, its agents and employees shall observe all applicable provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 et seq. and 19.59 et seq.

ARTICLE 25. ADDITIONAL CONDITIONS

The Department may impose additional conditions as needed by providing written notice to Grantee, as set forth in Attachment I. The Department may remove (or reduce) an additional condition by providing written notice to the Grantee. Grantee failure to comply with an additional condition may result in a Department decision to pursue all remedies available to it, including a decision to suspend or cease payment of Grant Award funds.

ARTICLE 26. SUSPENSION OF PAYMENTS FOR FAILURE TO PERFORM

The Department reserves the right to suspend or cease payment of Grant Award funds if required reports are not provided to the Department on a timely basis or if sufficient performance of grant activities is not evidenced. The Department further reserves the right to suspend or cease payment of funds under this Grant Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the Department and Grantee in whole or in part.

Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the Department and may be a factor in a decision to withhold payment and may be cause for termination of this Grant Agreement.

ARTICLE 27. TERMINATION OF AGREEMENT

The Department reserves the right to terminate this Grant Agreement in whole or in part, with or without cause, without penalty to the Department, effective upon mailing of notice of termination to Grantee. For the avoidance of doubt, termination by the Department is permitted for, among other things: failure of Grantee to make sufficient progress, failure of Grantee to comply with any of the terms of this Grant Agreement, and lack of appropriation.

Upon receipt of termination notice, Grantee shall make available to the Department program records, equipment, and any other programmatic materials. In the event the Grant Agreement is terminated by either party, for any reason whatsoever, Grantee shall refund upon written demand to Grantee any payment made by the Department to Grantee that exceeds actual approved costs incurred in carrying out the Program as of the date of termination.

ARTICLE 28. AMENDMENT

This Grant Agreement may be amended by mutual consent of the parties hereto. Amendments shall be documented by written, signed and dated addenda.

ARTICLE 29. SEVERABILITY

If any provision of this Grant Agreement shall be adjudged to be unlawful, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect the validity of this Grant Agreement.

ARTICLE 30. SURVIVAL OF REQUIREMENTS

Unless otherwise authorized in writing by the Department, the terms and conditions of this Grant Agreement shall survive the Performance Period and shall continue in full force and effect until Grantee has completed and is in compliance with all the requirements of this Grant Agreement.

ARTICLE 31. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 32. CHOICE OF LAW AND VENUE

In the event of a dispute, this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin. The venue for any dispute shall be Dane County, Wisconsin.

[Attachments on following pages]

ATTACHMENT A

CITY OF GREEN BAY

SCOPE OF WORK

In the event of a conflict between the Attachments and the application and/or other supporting documents previously submitted to the State by the Grantee, the Attachments shall control.

1. Scope of Work:

In the space provided below, please provide a detailed description of your project, including the project's location, approximate dimensions (e.g., approximate square footage), its major features, any utility or infrastructure work necessary, as well as a description of the community (geographic, demographic) the project will serve. If you have a site plan/s for any construction that will occur, please attach it as Attachment A below.

JBS Foods has been in regular communication with the City of Green Bay regarding the difficulty in hiring and the lack of available housing for employees. The City's housing market study and needs assessment completed in October of 2020 documented the need for additional units, including those matching prices with jobs available at JBS.

The City of Green Bay is partnering with JBS Food Group to develop expanded housing opportunities and create an exemplary community park and other unique amenities. The project is located in a qualified census tract (55009001600) and is one of the more challenging neighborhoods within the City of Green Bay. Imperial Lane is a dead-end street experiencing a decline in property conditions, nuisances and crime. This project will reconnect this neighborhood with the surrounding area, provide additional resources, and serve as a catalyst for further public and private reinvestment.

The project will include the donation of approximately 25.6 acres to the City of Green Bay and will include but is not limited to the following:

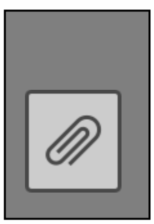
- New Housing ranging from urban to suburban styles and densities, income levels from 30-120% of the area median income, and rentals to owner-occupied units. Sustainable designs and practices will be expected.
- New Community Park – The City seeks to design and build a new destination community park facility that will maximize accessibility and inclusivity.
- Urban Farm – The City is seeking ideas on designing and implementing an urban farming concept at or near the project site that could include potential training, educational programming and support facilities (e.g. a commercial kitchen).
- Improved Infrastructure Connections – The City intends to improve street and utility connections through this site which should improve service levels to the entire neighborhood.

2. Timetable

Please insert below a description of the major tasks to be completed for your project (e.g., breaking ground on construction, completion of a building or remodel, commencement of new services) and the estimated dates on which they will occur.

Estimated Due Date	**Activity**
07/31/2023	Conceptual Site Planning (Full Site)
12/31/2024	Park Design, Bidding and Construction
12/31/2024	Urban Agriculture Project Established
07/31/2025	Infrastructure Design, Bidding and Construction
12/31/2025	Phase I Housing Development Constructed
12/31/2025	**Estimated Project Completion Date**

Attachment A: Site Plan



Attach your Site Plan here.

Save and name the file with the following file name:

organization_legal_name_Attachment_A_Site_Plan

ATTACHMENT B
CITY OF GREEN BAY
BUDGET
NEIGHBORHOOD INVESTMENT PROGRAM

In the event of a conflict between the Attachments and the application and/or other supporting documents previously submitted to the State by the Grantee, the Attachments shall control.

	Cost Category	Grant Funds	Cost Share (e.g. Match)	Total
A	Advertising			
B	Construction - New	1,200,000.00	500,000.00	1,700,000.00
C	Construction - Remodel/Renovation			
D	Construction - Utility	1,100,000.00		1,100,000.00
E	Construction - Remediation			
F	Construction - Contingency			
G	Depreciation			
H	Equipment			
I	Insurance			
J	Participant Support Costs			
K	Personnel – Salaries			
L	Personnel - Fringe Benefits			
M	Professional Services	200,000.00		200,000.00
N	Real Property Acquisition		332,969.00	332,969.00
O	Rental of Real Property & Equipment			
P	Supplies			
Q	Travel			
R	Vehicle Acquisition			
S	Other			
T	Other			
U	Other			
V	Other			
W	Other			
X	Other			
Y	Other			
Z	Other			
AA	Subawards – Total Direct	2,500,000.00		2,500,000.00
BB	Subawards – Total Indirect			
CC	Program Income			
DD	Administrative (Indirect) Costs			
EE	Total Direct *(Sum rows A through AA)*	5,000,000.00	832,969.00	5,832,969.00
FF	Total Administrative (Indirect) *(Sum rows BB and DD)*			
GG	Project Total (gross) *(Sum rows EE and FF and CC)*	5,000,000.00	832,969.00	5,832,969.00
HH	Project Total (net) *(Subtract row CC from Row GG)*	$ 5,000,000.00	$ 832,969.00	$ 5,832,969.00

BUDGET COST CATEGORIES
NEIGHBORHOOD INVESTMENT PROGRAM

All costs set forth in Grantee's Budget must be for Eligible Expenses as defined in Article 5, or as otherwise approved as eligible by the Department. Certain costs may require pre-approval and additional details if not already itemized and approved in the Grantee's Application budget.

The following table provides summary information intended to assist in the assignment of costs to the correct budget cost category. The description is not intended to provide comprehensive information related to allowable costs or other requirements a cost may be subject to. Grantees are encouraged to review the applicable sections of the Grant Agreement for further references to cost requirements.

	Cost Category	Description
A	Advertising	Costs of advertising media and corollary administrative costs. In general, only advertising costs related solely to program outreach are allowable.
B	Construction - New	Erection of new structures or other improvements necessary for and as part of the approved project. Examples of eligible costs include materials and labor used for construction of the physical structure, as well as related engineering, architecture, site preparation, and demolition costs.
C	Construction - Remodel/Renovation	Minor and major alterations or additions to existing structures or other improvements as part of the project. Examples of eligible costs include materials and labor used to create the remodeled/renovated structure, as well as engineering, architecture, site preparation and demolition costs.
D	Construction – Utility Service	Costs associated with new utility service or utility service upgrades to support approved project construction costs. Only includes the costs associated with providing utility service to the project building or grounds (e.g., connecting to water and sewer, upgrading electrical service capacity). Allowable only with written pre-approval from the Department.
E	Construction - Remediation	Certain construction, site or structure costs associated with site decontamination, removal of hazardous substances, or environmental remediation that are allowable and necessary to complete an approved project. Allowable only with written pre-approval from the Department.
F	Construction - Contingency	Estimate of future costs associated with possible events or conditions arising from causes the precise outcome of which is indeterminable at the time of estimate, and that experience shows will likely result, in aggregate, in additional costs for the approved activity or project. Amounts for major project scope changes, unforeseen risks, or extraordinary events may not be included. Calculation of contingency amounts must be reasonable and documented.
G	Depreciation	The method for allocating the cost of fixed assets to periods benefitting from asset use.
H	Equipment	Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by Grantee for financial statement purposes, or $5,000.
I	Insurance	Insurance costs incurred in connection with the approved project.
J	Participant Support Costs	Direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or

		trainees (but not employees) in connection with conferences, training projects, or other programming.
K	Personnel - Salaries	Direct costs for the salaries, wages, and allowable incentive compensation for those individuals who are employees of the Grantee who will perform work directly for the project. Grantee must maintain records of the employee type, employee number, rate of pay and percent of time and/or actual time devoted to the project. Timesheets or other similar documentation must be maintained. Employee compensation must not be greater than that paid for similar work not funded by the grant.
L	Personnel - Fringe Benefits	Fringe benefits are allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick or military), employee insurance, pensions, and unemployment benefit plans.
M	Professional Services	Costs of professional and consultant services rendered by persons who are members of a particular profession or possess a special skill, and who are not officers or employees of the Grantee. Costs must be reasonable in relation to the services rendered and payment cannot be contingent on the receipt of grant award funds.
N	Real Property Acquisition	Costs associated with purchase of land, air rights, easements, water rights, rights-of-way, structures or improvements, or other interests in real property that directly supports the approved project. Real property may not be sold, encumbered, or otherwise disposed of without the consent of DOA.
O	Rental of Real Property & Equipment	Costs associated with rental of property and equipment (including vehicles). Does not include rental costs that may be included in travel or as an administrative (indirect) cost.
P	Supplies	All tangible personal property *other than* those included in the definition of “equipment” above. Generally, property with a per item acquisition cost of less than $5,000. Examples include personal computers, printers, other computer-related items, office furniture, and office supplies, below the dollar-threshold for “equipment”.
Q	Travel	Expenses for transportation, lodging, subsistence, and related items incurred by the Grantee’s employees who are in travel status on official business of the Grantee for purposes of the project.
R	Vehicle Acquisition	Direct purchase and associated purchase costs for on-road vehicles.
S-Z	Other	Provide brief description of cost and amount. May require pre-approval.
AA	Subawards – Total Direct	Subawards are grant awards made by Grantee to third parties using Grant Award funds. Subawards do not include costs associated with ordinary purchases of goods or services (e.g., hiring a third party to provide professional services). Grantee must maintain oversight and monitoring of subawards.
BB	Subawards – Total Indirect	Total indirect costs of subaward. See definition of “Administrative (Indirect) Costs” below.
CC	Program Income	Gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Grant Award during the Performance Period. Program income may be utilized in furtherance of the activities outlined in Attachment A.
DD	Administrative (Indirect) Costs	Costs incurred by the Grantee for a common or joint purpose that benefit more than one cost objective or project and are not readily assignable to

	specific cost objectives or projects as a direct cost. Typically, administrative (indirect) costs are general costs of operation, such as the costs of operating and maintaining facilities, depreciation on buildings and equipment, and salaries and expenses of executive officers, personnel administration and accounting. If the Grantee has an existing Federal indirect cost rate, that rate should be used to calculate administrative (indirect) costs for the project budget. If not, then the Grantee may use an administrative cost rate of up to 10% of the Total Direct Costs (i.e., 9.1% of the total Grant Award). Grantee is not required to include an amount on the Administrative (indirect) costs budget line.

EE Total Direct	Total direct costs (include subaward direct costs)
FF Total Administrative (Indirect)	Total administrative (indirect) costs (include subaward indirect costs)

GG Project Total (gross)	Total allowable project costs (Total Direct plus Program Income and Total Administrative (Indirect) Costs)
HH Project Total (net)	Net allowable project costs (Project Total costs less Program Income). Must match total award amount.

Cost Share (aka Match)	If the budget included with your grant Application identified matching funds or in-kind contributions as part of your project, those committed funds or contributions must be tracked and properly accounted. Funds or in-kind contributions that are not required for the project should not be included in this category, as anything proposed by Grantee and listed in the "Cost Share" column of your budget is considered voluntary committed cost share and may be treated as part of the award. Matching funds and in-kind contributions committed by Grantee for this project may not also be committed to another state or federal grant project. With certain exceptions, in-kind contributions of goods or services must be valued at their fair market value.

ATTACHMENT C

SEMI-ANNUAL REPORT AND PAYMENT REQUEST FORM

NEIGHBORHOOD INVESTMENT GRANT PROGRAM

Grantee shall submit Semi-Annual Report and Payment Request Forms every 6 months (semi-annually) for the duration of the Period of Performance for all activities, unless otherwise directed by the Department. The first semi-annual report and payment request form will cover both past (if any) and future eligible expenses incurred from the start of the Period of Performance (March 3, 2021) through December 31, 2022 (the "Initial Payment Request Period"). Semi-annual reports and payment requests will be required thereafter per the table below. In no event shall grantee submit a request for payment to DOA later than 90 days after the end of the Program's Performance Period.

Report and payment due dates:

Advance Funds Request Period	Semi-Annual Report and Payment Request Form Due	Anticipated Disbursement
Initial Payment Request Period	Within 30 days after Grant Agreement Execution	30 days from submittal of Initial Payment Request
January 1 through June 30	30 days before start of period	January 1
July 1 through December 31	30 days before start of period	July 1

INSTRUCTIONS:

The Program shall make available the Semi-Annual Report and Payment Request Form on the Program website: https://doa.wi.gov/pages/NeighborhoodInvestment.aspx

ATTACHMENT D

SOURCE OF FUNDS

Federal Award Identification Number: SLFRP0135

Federal Award Date: May 18, 2021

Assistance Listing #: 21.027 Coronavirus State and Local Fiscal Recovery Funds

> Grantee is not considered a subrecipient of the Department pursuant to U.S. Dept. of Treasury guidance related to use of State and Local Fiscal Recovery Funds, FAQ #13.13.

Federal Awarding Agency: Department of the Treasury

Total Amount of the Federal Award: $2,533,160,626.50

Amount of Federal Funds Obligated by this Award: $5,000,000.00

Research & Development: No

Indirect Cost Rate: NA

ATTACHMENT E

METHOD OF PAYMENT

The Department shall make payment via the method of the Department's discretion. The method of payment will either be via Automated Clearing House (ACH) or mailed check.

If payment is made via check to Grantee, it will be mailed to the following remit-to address:

Address Line 1: City of Green Bay

Address Line 2: 100 N Jefferson St, RM 608

City: Green Bay

State: WI

Zip code: 53590

Payment shall only be made after the Grant Agreement has been fully executed by Grantee and the Department, any necessary forms are completed by the Grantee and received by the Department, and responses are provided by the Grantee for any questions from the Department within timeframes designated by the Department.

Payments to Grantee that exceed allowable expenses pursuant to the terms of this Grant Agreement, if outstanding at the expiration of this Grant Agreement, shall be repaid to the Department within sixty (60) days of the expiration date of the Performance Period. The Division, in accordance with State procedures, shall reconcile payments and report expenses.

Payments shall be used only for Eligible Expenses during the Performance Period.

ATTACHMENT F

FEDERAL COMPLIANCE REQUIREMENTS FOR USE OF STATE AND LOCAL FISCAL RECOVERY FUNDS

(Requires Grantee's Signature)

Grantee agrees to comply with the requirements of section 602 of ARPA, regulations adopted by Treasury Department pursuant to section 602(f) of ARPA, and guidance issued by Treasury Department regarding the foregoing. Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with such parties relating to this award.

A. Federal regulations applicable to this award include, without limitation, the following:

1. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury Department's implementing regulation at 31 C.F.R. Part 19.

2. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

3. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

   a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

   b. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

   c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

   d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

   e. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

B. Protections for Whistleblowers.

1. In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

2. The list of persons and entities referenced in the paragraph above includes the following:
   a. A member of Congress or a representative of a committee of Congress;
   b. An Inspector General;
   c. The Government Accountability Office;
   d. A Treasury employee responsible for contract or grant oversight or management;
   e. An authorized official of the Department of Justice or other law enforcement agency;
   f. A court or grand jury; or
   g. A management official or other employee of Grantee who has the responsibility to investigate, discover, or address misconduct.

3. Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

C. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0135 awarded to [name of Grantee] via the Wisconsin Department of Administration by the U.S. Department of the Treasury."

D. Assurances of Compliance with Civil Rights Requirements. As a condition of receipt of federal financial assistance under this Agreement, Grantee provides the following assurances with respect to activities financed in whole or in part by this federal assistance:

1. Grantee will ensure its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Grantee acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language

assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Grantee's programs, services, and activities.

3. Grantee agrees to consider the need for language services for LEP persons when Grantee develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Grantee acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and its successors, transferees, and assignees for the period in which such assistance is provided. Grantee understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Grantee, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

5. Grantee acknowledges and agrees that it must require any subawardees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between Grantee and its sub-grantees, contractors, subcontractors, successors, transferees, and assignees"

   The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. If any personal property is provided, this assurance obligates the Grantee for the period during which it retains ownership or possession of the property.

7. Grantee shall cooperate in any enforcement or compliance review activities by the Department or the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring

of any settlement agreements that may result from these actions. Grantee shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Grantee shall maintain a complaint log and inform the Department and the Department of Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Grantee also must inform the Department and the Department of the Treasury if Grantee has received no complaints under Title VI.

9. Grantee must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Grantee and the administrative agency that made the finding. If Grantee settles a case or matter alleging such discrimination, Grantee must provide documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If Grantee makes sub-awards to other agencies or other entities, Grantee is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. If Grantee is a State agency that makes subsequent sub-awards Grantee must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of such sub-recipients.

E. If the amount of the award under this Agreement is greater than $100,000.00 the undersigned official(s) certifies that to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned or Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. Grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subawards, and contracts under grants, loans, and cooperative agreements) and that all subawardees shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

[signature required on next page]

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood Grantee's obligations as herein described, that any information submitted in conjunction with the assurances above is accurate and complete, and that Grantee is in compliance with the aforementioned nondiscrimination requirements.

GREEN BAY______________________
Grantee

DocuSigned by:
By:______________________________
2194876097D3445...

Name: Eric Genrich

Date: 7/13/2023 | 3:40 PM CDT

ATTACHMENT G

COMPLETED GRANT APPLICATION

[Grantee's completed grant application and associated attachments are incorporated by reference.]

ATTACHMENT H

[RESERVED]

ATTACHMENT I

ADDITIONAL CONDITIONS

The Department may require one or more of the below additional conditions as needed by providing written notice to the Grantee. Compliance with such additional conditions shall be a requirement of this Grant Agreement. Additional conditions may include, but are not limited to the following:

(1) Requiring Grantee to obtain technical or management assistance or training;

(2) Requiring additional project monitoring, including on-site reviews of program operations;

(3) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period;

(4) Requiring additional, more detailed financial reports (including third party verified) or other documentation;

(5) Requiring payments as reimbursements; or

(6) Establishing additional prior approvals.

The Department may remove (or reduce) an additional condition by providing written notice to the Grantee. Grantee failure to comply with an additional condition may result in a Department decision to pursue all available remedies, including a decision to suspend or cease payment of Grant Award funds.

Report to the
Finance Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
January 30, 2024	Bill Paape

AGENDA ITEM # E.17

Consideration with possible action by the Department of Community & Economic Development to execute a professional services contract with E-Plan Exam.

BACKGROUND

In an effort to provide our building and development customers with speedy plan review, the DCED is proposing to work with a private company called E-Plan Exam to provide Commercial and HVAC plan review approval services. The vacancy of the Chief Building Official position now requires that commercial and HVAC plans over 50,000 square feet need to be sent to the State of WI for approval. The E-Plan service will provide this approval service to Green Bay and has guaranteed a 15-day (or sooner) turnaround time on plan approval. E-Plan will collect 95% of the plan approval fee with 5% coming back to the City. This will result in a loss of revenue to the City but provide a faster plan approval process. E-Plan staff will also be available to our inspection staff providing answers to difficult code questions. By using E-Plan services, this will allow management to determine if the Chief Building Official position needs to be hired in the same capacity, or possibly look at the other needs of the inspection division.

Staff has investigated how other neighboring communities who use E-Plan, (Ashwaubenon, Appleton, Oshkosh) are doing and have heard favorable responses.

This is a 3-year contract, with the ability of either party to end the contract with a 30-day notice. The Law Dept. has reviewed this contract and is confident it meets the City's needs.

The cost for the E-Plan Exam's service will be through the State of Wisconsin Plan review fee schedule found in the attached pricing guide. Please see the attached pricing guide for further agreement details. Our customers will not pay any more than if they send their plans to the State for approval.

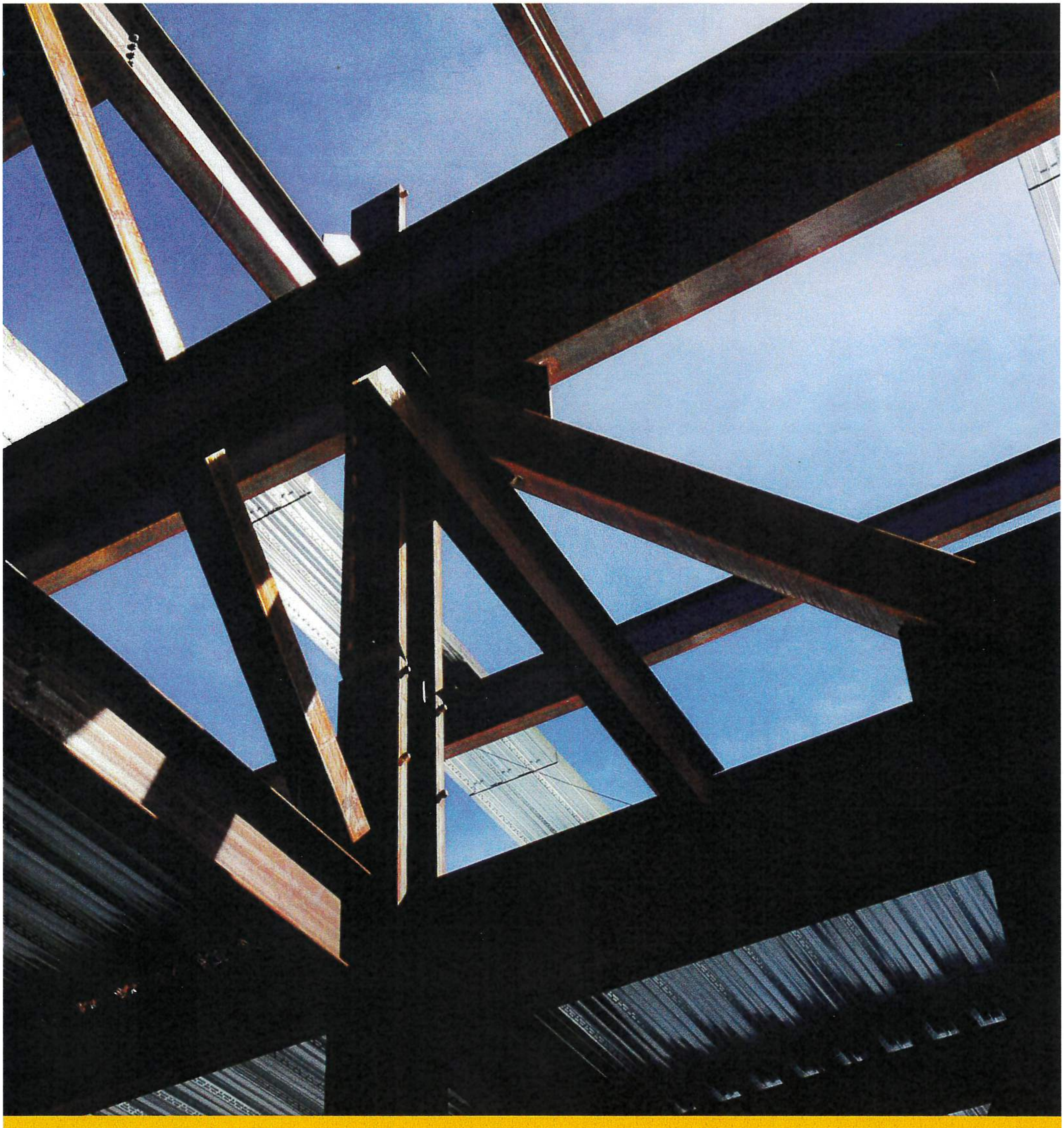
RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. E-Plan Exam 2024 Pricing Guide



E-PLAN EXAM

State of Wisconsin
2024 Pricing Guide

E-PLAN EXAM
PROPOSAL FOR SERVICES

Commercial Plan Review Services

OVERVIEW

E-Plan Exam is pleased to submit this proposal for services to support your community in its pursuit to deliver better customer service to your constituents and your internal team members through the plan review process!

It is our mission and goal at E-Plan Exam to assist municipalities in their effort to better serve the construction community by working in partnership to deliver exceptional quality plan reviews within an expedited time frame, while maintaining low costs. As code officials, who have served in high functional capacities, overseeing large building inspection and plan review departments, we fully understand and appreciate the challenges that are encountered daily in construction. Our philosophy and approach to better the communities we serve is to work in direct partnership with all stakeholders on all projects, from the time it is simply an idea in the mind of the developer to the point where occupancy is granted. What we have found is when we create and foster a positive experience with the communities we serve through integrity and passion, it improves the safety and the quality of the projects we are privileged to work on.

The proposal contained herein is meant to serve as a starting point and establish a foundation from which we can continue to build upon together. We sincerely look forward to supporting your community!

Our Main Objective

There are five main plan reviews that are required for any commercial building construction in Wisconsin: Building, HVAC, Plumbing, Fire Alarm and Fire Sprinkler. Without delegated authority granted by the State of Wisconsin Department of Safety and Professional Services, all projects would have to flow through them. This is where delegation comes in to handle some or all these scopes at the local level – but in many communities these thresholds are often inconsistent.

After review with Wisconsin DSPS, only a handful of Communities out of more than 1,800 in the State have the capabilities to do full-fledged plan review of Unlimited Size Structures for Building, HVAC, Fire Alarm, Fire Sprinkler, and Plumbing plan reviews. **At the time of this proposal, E-Plan Exam serves approximately 50% of them.**

- Most Communities, if they are delegated, are only delegated for small-scale Building and HVAC for projects not exceeding 50,000 cubic foot in volume for new construction.
- Most communities do not have any Plumbing Plan Review authority.
- Most communities are not delegated for Fire Alarm and Fire Sprinkler for projects at all.

Our goal would be to enhance your local capabilities by **obtaining full-fledged delegation for Building, HVAC, Plumbing, Fire Alarm and Fire Sprinkler projects of unlimited size for your community!**

Once this program is up and running, at its heart it's a program of choice. Applicants would have the choice to submit to your community, and in turn E-Plan Exam, or they could still submit to the State. Likewise, your community can request that a submitter submit directly to the State for any reason. If you would like to proceed, would be joining a very select group of communities as of today that would have full-fledged approval from DSPS to handle all commercial projects at the local level. And once your community would be delegated by the State of Wisconsin, our goals would be simple:

- **Reroute revenue** never seen by your community from the State of Wisconsin.
- Guarantee **15 business days turn around** for any commercial project.
- Provide **full visibility** to the entirety of the plan review process to all stakeholders.
- In partnership, serve as an extension to your municipal operations by offering **free unlimited code consultations**.

Much of these are relatively easy to achieve through our partnership, and while there are some prerequisites, our team will gladly work with you to achieve these delegations and set a new standard for construction in your community!

About Us

We founded our company in Wisconsin where our primary goal is to transform and raise the standard for which plan reviews are done in the state. In partnership with your community, we believe can provide exceptional service and effect positive change! Through successful implementation of our program, we have shown that these four simple objectives differentiate our operation from your current experience, and dramatically impact the communities we serve:

1. **Integrity** - At the heart of E-Plan Exam is our unwavering commitment to protecting the well-being, safety, health, and assets of our community partners. This commitment is not just a corporate statement; it reflects our founding values, guiding every interaction and decision we make.

2. **Communication** - We pride ourselves on our proactive approach to interactions. Instead of simply providing straightforward plan approvals or rejections, we focus on collaborative solutions, ensuring everyone understands the route to code compliance.

3. **Knowledge** - Our expertise has been honed through roles as advisors to the State of Wisconsin, participation on regional and national code committees, leadership within major Wisconsin communities, and oversight of diverse construction endeavors. Every project is distinct, and we are dedicated to liaising with local inspection teams and the State of Wisconsin to ensure consistent and accurate code enforcement.

4. **Passion** - We recognize the vital importance of the permitting and plan review phase in project timelines. We are fervently dedicated to minimizing delays by promising a review turnaround within 15 business days. The industry standard of prolonged waiting periods for plan reviews is something we challenge daily. We believe there is a better way, and we are here to prove it.

OUR PROPOSAL

Outlined in this proposal and contract language is our promise to ensure the service offering we provide is at its best. We are prepared to guarantee that not only will all plan reviews be done within 15 business days, but all reviews will be done by individuals who either live or work in the State of Wisconsin. This allows us the capability to utilize plan examiners who have intimate knowledge of not only the current codes and our "Wisconsinisims", but also our historical state building codes. All of which are still very much enforced today by state statues and administrative code.

Additionally, our ability to communicate and coordinate our code efforts with not only the local inspection team but also the community, will result in fewer issues encountered during construction. This will allow for community development to occur with ease. To continuously improve our service, we ask that we have the opportunity to meet with community leadership, and those most impacted by our work regularly to review and improve our processes.

Proposed Fee Structure

Our fee structure outlined below operates on a percent fee split. However, as this program is a path of choice, we do offer a couple of ways to approach this:

For all buildings and structures within your community:

Option A:

- **95% of plan review fees are retained by E-Plan Exam and 5% are retained by your community.**
  - **Out of E-Plan Exam's retained plan review fees, we shall be responsible for fees due to the State of Wisconsin as applicable for reviews we perform as specified in Wisconsin Administrative Code.**

Option B:

- **90% of plan review fees are retained by E-Plan Exam and 10% are retained by your community.**
  - **Out of E-Plan Exam's retained plan review fees, we shall be responsible for fees due to the State of Wisconsin as applicable for reviews we perform as specified in Wisconsin Administrative Code.**

You may be asking, why not just go with option B? The reality is that this is a path of choice. Both options are based upon the State of Wisconsin's fee schedules that they utilize – however there is a difference. If you would like to be competitive with what DSPS will charge for anyone in your community for when we go live, Option A may be the best for you. However, if you want to look at some additional revenue while having a baseline of support, Option B is based on another State fee schedule as a baseline – but could be modified to suit your community.

You can set your own fee schedule as you launch this program. We can make this work or look at what you would propose and modify our splits accordingly.

COMMERCIAL PLAN REVIEW FEE SCHEDULE – BUILDING/HVAC/FIRE ALARM/FIRE SUPPRESSION
1. New construction, additions, alterations, and parking lots fees are computed per this table.
2. New construction and additions are calculated based on total gross floor area of the structure.
3. A separate plan review fee is charged for each type of plan review.

Area (Square Feet)	Option A				Option B			
	Building Plans	HVAC Plans	Fire Alarm System Plans	Fire Suppression System Plans	Building Plans	HVAC Plans	Fire Alarm System Plans	Fire Suppression System Plans
Less than 500 sf	$250	$150	$100	$100	$100	$100	$100	$100
501 - 2,500	$250	$150	$100	$100	$300	$180	$100	$100
2,500 - 5,000	$300	$200	$100	$100	$350	$250	$100	$100
5,001 - 10,000	$500	$300	$100	$100	$600	$350	$150	$150
10,001 - 20,000	$700	$400	$150	$150	$800	$450	$200	$200
20,001 - 30,000	$1,100	$500	$200	$200	$1,200	$600	$250	$250
30,001 - 40,000	$1,400	$800	$350	$350	$1,600	$900	$400	$400
40,001 - 50,000	$1,900	$1,100	$500	$500	$2,100	$1,200	$550	$550
50,001 - 75,000	$2,600	$1,400	$700	$700	$2,900	$1,600	$800	$800
75,001 - 100,000	$3,300	$2,000	$1,000	$1,000	$3,600	$2,200	$1,100	$1,100
100,001 - 200,000	$5,400	$2,600	$1,200	$1,200	$6,000	$2,900	$1,400	$1,400
200,001 - 300,000	$9,500	$6,100	$3,000	$3,000	$10,500	$6,700	$3,300	$3,300
300,001 - 400,000	$14,000	$8,800	$4,400	$4,400	$15,500	$9,800	$4,800	$4,800
400,001 - 500,000	$16,700	$10,800	$5,600	$5,600	$18,500	$12,000	$6,300	$6,300
Over 500,000	$18,000	$12,100	$6,400	$6,400	$20,000	$13,500	$7,100	$7,100

Note:	1. A Plan Entry Fee of $100.00 shall be submitted with each submittal of plans in addition to the plan review and inspection fees. 2. At the Sole discretion of the Supervisor of Building Inspection and Plans Examiner; Fees may be modified, reduced, or waived based on scope of services, project type, or other relevant factors.
Determination of Area	The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.
Structural Plans and other Component Submittals	When submitted separately from the general building plans, the review fee for structural plans, precast concrete, laminate wood, beams, cladding elements, other facade features or other structural elements, the review fee is $250.00 per plan with an additional $100.00 plan entry fee per each plan set.
Accessory Buildings	The plan review fee for accessory buildings less than 500 square feet shall be $125.00 with the plan entry fee waived.
Early Start	The plan review fee for permission to start construction shall be $75.00 for all structures less than 2,500 sf. All other structures shall be $150.00. The square footage shall be computed as the first floor of the building or structure.
Plan Examination Extensions	The fee for the extension of an approved plan review shall be 50% of the original plan review fee, not to exceed $3,000.00.

Resubmittals & revisions to approved plans	When deemed by the reviewer to be a minor revision from previously reviewed and/or approved plans, the review fee shall be $75.00. Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Building Inspection Department may result in additional charges as appropriate.
Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of $250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and base fees applied to a project.
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.

COMMERCIAL PLAN REVIEW FEE SCHEDULE – PLUMBING for Both Options A & B

1. New construction, alterations and remodeling fees are computed per the following table
2. New construction fee is calculated based on square footage of the area constructed.
3. Alterations and remodeling fee is based on the number of plumbing fixtures.

Area (Square Feet) (New Construction & Additions)	Plumbing Plan Review Fee		Number of Fixtures (Site work for laterals is based on Building Fixture Counts)	Plumbing Plan Review Fee
Less than 3,000	$300		<15	$200
3,001 - 4,000	$400		16-25	$300
4,001 - 5,000	$550		26-35	$450
5,001 – 6,000	$650		36-50	$550
6,001 – 7,500	$700		51-75	$800
7,501 – 10,000	$850		76-100	$900
10,001 – 15,000	$900		101-125	$1,050
15,001 – 20,000	$950		126-150	$1,150
20,001 – 30,000	$1,100		>151	$1,150
30,001 – 40,000	$1,250		Plus $160 for each additional 25 fixtures (rounded up) beyond 150 Fixtures	
40,001 – 50,000	$1,550			
50,001 – 75,000	$2,100			
Over 75,000	$2,500			
Plus $0.0072 per each additional sq. ft. over 75,000 sq. ft.				

Note:	1. A Plan Entry Fee of $100.00 shall be submitted with each submittal of plans in addition to the plan review and inspection fees.p
	2. At the Sole discretion of the Supervisor of Building Inspection and Plans Examiner; Fees may be modified, reduced, or waived based on scope of services, project type, or other relevant factors.
Determination of Area	The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.

Resubmittals & revisions to approved plans	When deemed by the reviewer to be a minor revision from previously reviewed and/or approved plans, the review fee shall be $75.00. Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Building Inspection Department may result in additional charges as appropriate.
Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of $250.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees and base fees applied to a project.
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.

Initial review time for all plans shall not be longer than 15 business days to either Approve, Deny, or Request for Additional Information/Place on Hold.

In addition to the outlined fees above, as a courtesy to our municipal partners, we also offer on-call hourly professional engineering services of $200.00 per hour, when both your community and E-Plan Exam agree in writing prior to such services.

Our initial proposed contract is for 36 months with all billing invoiced monthly with terms of Net 30 days.

And finally, there is no retainer or annual base fee required for our services. We are there when you need us, but when you don't, there is no cost to the municipality. Our goal is to fit seamlessly into your operation, to serve as an extension of your team and to work as your partner.

Insurance

E-Plan Exam carries a full complement of business insurance including errors and omissions, property, general and liability insurance. Certificates of insurance in the following amounts will be provided upon request:

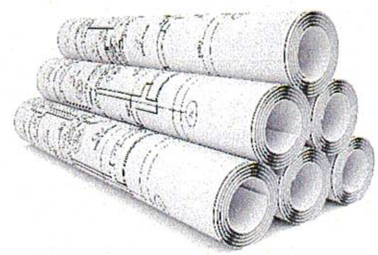
Type of Insurance	**Amount of Insurance**
Commercial General Liability	• $1,000,000 Each Occurrence • $2,000,000 General Aggregate
Professional Liability	• $1,000,000 Each Claim • $2,000,000 Aggregate
Umbrella Liability	• $5,000,000 Each Occurrence • $5,000,000 Aggregate

Plan Review Process

Plan Intake

In construction, time is money and accuracy is critical. To that end, we have fully automated our procedures to streamline plan review intake. In cooperation with our municipal partners, we have enabled online plan review submission. A sample of our plan review intake forms can be found at eplanexam.com/submit-a-project. Once an applicant submits a project, notifications are sent to all staff who wish to receive notice. This notification will include links to all pertinent contact information, documents, and construction plans that were submitted.

As part of our service, your community will have full access to our system and database. This will allow you to see not only where a project is in our plan review queue, but also what issues may have been encountered and the status of the review. This access is not only limited to you, but to all our clients. You can easily see where everything stands as a whole and filter down to the plan reviews within your municipal boundaries. If you are interested in learning more about our services, we can give you temporary access to our live system and demonstrate it for you.



Fee Collection Services

As part of our service, we offer to all our municipal partners the collection and handling of any plan review fees. This is something that often takes up a significant amount of time to collect fees, ensure proper charges, and process invoices. To simplify matters, E-Plan Exam collects any fees directly for the plan reviews we perform. Our team invoices for each project received directly to the applicant and issues a payment to our municipal partners at the end of each month. This option frees up significant amounts of administrative time for tracking down payments, as well as streamlines payments to the State of Wisconsin. We take ownership for ensuring proper fee calculations and payment collections.

Plan Review

We love to talk about complex projects before they are ready to be submitted. This helps to clear up any potential code issues and ensures a smooth plan review. Code consultations with our examiners and architects, designers, contractors, and/or municipal partners are encouraged for complex projects.

Once the plan review is complete, we turn over all documents, specifications, and requests for additional information, to the applicants as well as the municipality. Our goal is to do as thorough of a review as possible while giving as much information to the municipality, so they can properly do their inspections. Additionally, for large scopes of work or complex projects, we will do project kick off meetings with the local inspection team to make them aware of the intricacies of the project.

All the services mentioned above including code consultations, and code inquiries from our municipal partners, inspectors, or applicants are included as part of our base plan review service.

Our goal is to make this program and our plan review experts an extension of your staff, give you more insight and capabilities versus the State's current process, reroute previously unseen revenue to your community, and provide top quality customer service to you and the constituents within your community.

CONCLUSION

We sincerely look forward to working with your community and supporting your efforts!

Should your community desire to speak with our references, municipal partners, or the developers we have worked with, we will be more than happy to provide contact information. If you decide to proceed with our services, we are proud to say that we will be able to serve your community immediately.

If you have any questions about this proposal or would like to discuss our services, please feel free to contact us at your earliest convenience and we will be more than happy to discuss! We are also available for virtual meetings if preferred.

Thank you for your consideration and we sincerely look forward to working with you!

David Adam (DA) Mattox, P.E.

President
414-736-4721
damattox@eplanexam.com

E-PLAN EXAM

STILL UNSURE ON HOW WE CAN HELP OR HOW THIS WOULD MAKE AN IMPACT?

There are 1,852 Communities in Wisconsin. As of October 2023 there are only 55 communities that have full approval for plan review from the State of Wisconsin for all building, HVAC, plumbing, fire alarm and fire sprinkler reviews. Come join the E-Plan Exam team today!

- Village of Sister Bay — Pop. 1,160
- City of Wisconsin Dells — Pop. 3,198
- Village of Lake Delton — Pop. 3,459
- Village of Sauk City — Pop. 3,490
- Village of Pewaukee — Pop. 8,164
- City of Sturgeon Bay — Pop. 8,885
- Village of Greenville — Pop. 12,264
- City of Pewaukee — Pop. 14,431
- City of Beaver Dam — Pop. 16,214
- Village of Ashwaubenon — Pop. 16,913
- City of Kaukauna — Pop. 16,070
- City of Cudahy — Pop. 17,946
- City of Wisconsin Rapids — Pop. 18,367
- City of Marshfield — Pop. 18,815
- City of Onalaska — Pop. 18,824
- City of Mequon — Pop. 23,132
- City of Neenah — Pop. 25,501
- City of Fitchburg — Pop. 30,674
- City of West Bend — Pop. 31,727
- City of Sun Prairie — Pop. 36,189
- City of Beloit — Pop. 36,609
- City of Greenfield — Pop. 37,352
- Village of Menomonee Falls — Pop. 38,906
- City of Wausau — Pop. 39,575
- City of Janesville — Pop. 65,942
- City of Oshkosh — Pop. 66,083
- City of Waukesha — Pop. 71,256
- City of Appleton — Pop. 74,854

If your community isn't on this list,
reach out today and lets change that together!

414.736.4721 | EPLANEXAM.COM

E-PLAN
EXAM

ACCELERATE DEVELOPMENT IN YOUR COMMUNITY!

Learn how we can:

- Guarantee Plan Reviews in 15 days by launching a plan review program to complement your inspection team.
- Introduce a new revenue stream to your community.
- Give you local control and visibility over the current State Plan Review Process.
- Get businesses opened sooner!




Learn how we can support you today!

From start to finish, we help get the job done.

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E-PLAN
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eplanexam.com
12605 W North Avenue #189 - Brookfield, WI 53005

Report to the
Finance Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
January 30, 2024	Matt Buchanan, Staff

AGENDA ITEM # E.18

Consideration with possible action to approve a planning option extension to On Broadway, Inc for parcels 4-83, 4-82, 4-81, and 4-80.

BACKGROUND

In February 2022, the City approved a one-year planning option for On Broadway, Inc. (OBI) for City-owned Parcels 4-83, 4-82, 4-81, and 4-80. These parcels are located at the 200 Block of North Chestnut Street, and make up portions of City Parking Lot F. In April 2023, OBI was granted a one-year extension to the planning option to work with partnering developers to evaluate the feasibility of a mixed-use development on the site that may include options for housing and parking structure. The redevelopment would complement and support OBI's public market project, which is planned on the adjacent property at 211 N. Broadway.

The planning option extension between the City and OBI has expired and OBI is requesting a six-month extension to finalize their evaluation for redevelopment and work with partnering developers on a formal proposal. Staff recommends the City approve a three-month extension, with staff authorization to approve an additional three-month extension if additional time is required and significant progress is demonstrated.

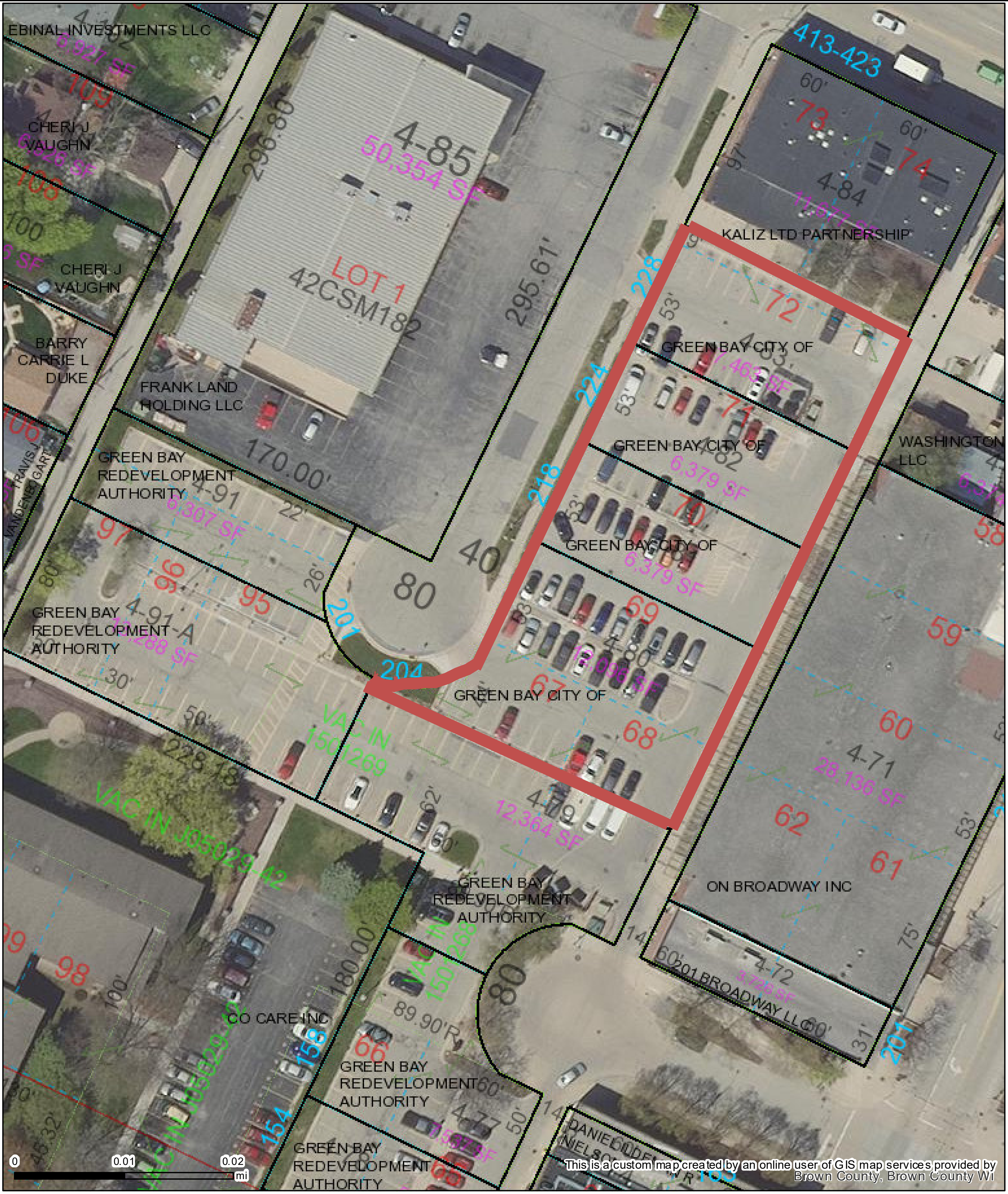
RECOMMENDATION

To approve a three-month planning option extension to On Broadway, Inc for parcels 4-83, 4-82, 4-81, and 4-80, and authorizing staff to approve an additional three-month extension if additional time is required and significant progress is demonstrated.

FISCAL IMPACT

ATTACHMENTS

1. OBI-Parcel Map
2. OBI Planning Option Chestnut Ave
3. DRAFT OBI-CITY Planning Option Extension 2024



Part of Brown County WI

Map printed on 1/18/2024

1:720
1 inch = 60 feet*
1 inch = 0.0114 miles*
original page size: 8.5"x11"
Appropriate format depends on zoom level

Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap

"hooks" indicate parcel ownership crosses a line

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

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

(920) 448-6480
www.browncountywi.gov

PLANNING OPTION AGREEMENT BETWEEN
THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY
AND ON BROADWAY, INC.
FOR PARCELS 4-83, 4-82, 4-81, 4-80

THIS AGREEMENT is made by and between the City of Green Bay (hereinafter called "CITY"), and On Broadway, Inc. (hereinafter called "DEVELOPER") on February 16, 2022;

WHEREAS, the Properties at 228 N. Chestnut Ave., 224 N. Chestnut Ave., 218 N. Chestnut Ave., and 0 N. Chestnut Ave., legally described in Exhibit "A" (hereinafter called the "CITY Site"), were acquired by the CITY for the purpose of blight mitigation and for inducing private enterprise to construct new development, and adding to the tax base of the City of Green Bay; and

WHEREAS, the DEVELOPER is planning for the redevelopment of the Old Fort Square site and is requesting permission to plan for the redevelopment of adjacent properties (hereinafter the "Project") on the CITY Site; and

NOW, THEREFORE, in consideration of the promises and obligations herein set forth, it is mutually agreed between the CITY and DEVELOPER as follows:

EXECUTION OF AGREEMENT. The DEVELOPER shall, upon execution of the Agreement, tender to the CITY the sum of $5 (Five dollars and 00/I 00 cents) for the granting of planning rights as set forth herein and effective as of the date first written above to March 1, 2023. The sum tendered to the CITY shall be deposited into a CITY bank account. DEVELOPER may request a reasonable extension of this planning option prior to its expiration. However, any extension must be reviewed by the CITY, and approved at their sole discretion.

DUE DILIGENCE. The CITY, during the period of the Agreement, or any extension thereof, shall provide that the CITY Site shall not be conveyed to any other legal entity. The CITY agrees to grant to the DEVELOPER exclusive rights for the purpose of performing due diligence which shall include securing financing, obtaining contractors, finalizing design plans and acquiring any other necessary research for the Project during the applicable planning period set out above.

DEVELOPMENT AGREEMENT. That in the event the CITY and the DEVELOPER enter into a development agreement for the site, all fees paid to the CITY by the DEVELOPER, as set out herein, shall be credited to the DEVELOPER.

OBLIGATIONS. That the CITY shall coordinate public agency participation in planning, obtaining data from public records as may be available, and reviewing and commenting on aspects of the proposed development in a timely manner. DEVELOPER shall commence inspections of the CITY Site as DEVELOPER deems necessary and shall perform its due diligence in order to confirm the feasibility of the CITY Site for DEVELOPER's intended use.

OWNERSHIP. That throughout the period of the planning option, the CITY shall maintain complete ownership of the property.

CURRENT USE. The CITY and DEVELOPER hereby acknowledge the certain portions of the CITY Site are currently used for parking purposes. CITY shall retain the right to continue said use of the CITY Site throughout the period of the planning option and or during any extensions thereof.

MISCELLANEOUS PROVISIONS.

A. DEVELOPER agrees not to discriminate on the basis of actual or perceived sex, race, religion, creed, color, national origin, ancestry, age, disability, lawful source of income, marital status, familial status, sexual orientation, gender identity, gender expression, gender non-conformity, transgender status, past or present military service, or status as a victim of domestic abuse, sexual assault, or stalking in the sale or occupancy of the property or any improvements located thereon, in violation of any applicable law or regulation; provided, however, that a violation of said covenant will not result (and any subsequent lease or deed shall so provide) in a reversion or forfeiture of title, but will entitle the CITY to such injunctive relief or other remedies as may be available at law.

B. The time for performance of any term, covenant, condition, or agreement of this Agreement shall be extended by any period of unavoidable delays. In this Agreement, "unavoidable delays" means beyond the reasonable control of the party obligated to perform the applicable term, covenant, condition, or agreement under this Agreement and shall include, without limiting the generality of the foregoing, delays, attributable to acts of God, any other party in this Agreement, strikes, labor disputes, governmental restrictions, court injunctions, riot, civil commotion, acts of public enemy and casualty.

C. The CITY and DEVELOPER shall have the right to institute such actions or proceedings as they may deem desirable for effectuating the purpose of this Agreement; provided that any delay in instituting or prosecuting any such actions or proceedings or otherwise asserting such rights, shall not operate as a waiver of such rights to, or deprive it of or limit such rights in any way. It is the intent of this provision that a party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of any remedy because of concepts of waiver, latches, or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the problems involved. No waiver in fact made with respect to any specific default, shall 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.

D. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. If any provision of this Agreement or the application thereof, to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement sets forth the entire understanding between the CITY and DEVELOPER with respect to its subject matter, there being no terms, conditions, warranties, or representatives with respect to its subject matter other than that contained herein. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

E. ASSIGNMENT. DEVELOPER may not assign this Agreement or sell to a third party without the prior consent of the CITY. In the event that DEVELOPER violates this section, DEVELOPER shall pay to the CITY $10,000 as damages for their action.

F. AMENDMENTS TO AGREEMENT. This Agreement may not be changed orally, but only by agreement in writing and signed by the parties hereto.

G. THIRD PARTIES. Except as expressly provided otherwise in this Agreement, the provisions of this Agreement are for the exclusive benefit of the parties hereto and not or the benefit of any other persons, as third-party beneficiaries or otherwise, and this Agreement shall not be deemed to have conferred any rights, expressed or implied, upon any other person.

H. NO PARTNERSHIP CREATED. This Agreement specifically does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of any other party.

I. ENVIRONMENTAL ASSESSMENT. The CITY and City of Green Bay will disclose to DEVELOPER any reports, analysis, studies, or other documents that would identify any known contaminants on the premises. Under the supervision, direction and approval of the City, the DEVELOPER may inspect the premises and to perform any tests or analysis desired by DEVELOPER as to the condition of the premises.

J. FORMALITIES AND AUTHORITY. The parties hereto represent and warrant that they are validly existing and lawful entities with the power and authorization to execute and perform this Agreement. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope of content of this Agreement or in any way affect its provisions.

K. NOTICES AND DEMANDS. A notice, demand, or other communications under this Agreement shall be sufficiently given or delivered if it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

To Developer:

Brian H. Johnson, Executive Director
On Broadway, Inc.
340 N Broadway, Ste 165
Green Bay, WI 54303
Main: (920) 437-2531
Email: brian@onbroadway.org

To CITY:

Neil Stechschulte, Development Director
Community & Economic Development Department
City of Green Bay, Wisconsin, USA
100 N. Jefferson St.
Green Bay, WI 54301
Phone: (920) 448-3395
Email: neil.stechschulte@greenbaywi.gov

or to such other address, within the United States, with respect to a party as that party may from time to time designate in writing and forward to the other as provided in this Section. A copy of any notice, demand, or other communication under this Agreement given by a party under this Agreement to any other party under this Section shall be given to each other party to this Agreement.

NONMERGER AND SURVIVAL. Any provision in this Agreement which has not been fully performed prior to transfer of possession shall not be deemed to have terminated, but shall, unless expressly waived in writing, survive such transfer of possession and be in force and effect until performed.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and effective as of the date first written above.

City of Green Bay

____ ______________________

Eric Genrich, Mayor Date

____

Celestine Jeffreys, Clerk

On Broadway, Inc.

____ ______________________

Brian Johnson, Executive Director Date

EXHIBIT A – Legal Description by Parcel

Parcel 4-83 – 7,463 SQ FT
DOUSMANS ADD LOT 72 ALSO TH E SOUTHERLY 9 FT OF LOTS 73 & 74

Parcel 4-82 – 6,379 SQ FT
DOUSMANS ADD LOT 71

Parcel 4-81 - 6,379 SQ FT
DOUSMANS ADD LOT 70

Parcel 4-80 – 12,096 SQ FT
DOUSMANS ADD LOT 69 & THE NLY 44 FT OF LOTS 67 & 68 & THAT PRT OF E1/2 OF VAC RD ADJ & DESC IN 1501269

AMENDMENT TO PLANNING OPTION AGREEMENT BETWEEN
THE CITY OF GREEN BAY
AND ON BROADWAY, INCORPORATED
FOR PARCELS 4-83, 4-82, 4-81, and 4-80

THIS AGREEMENT AMENDMENT is made by and between the City of Green Bay (hereinafter called "OWNER"), and On Broadway, Inc. (hereinafter called "DEVELOPER") on January 30, 2024;

WHEREAS, the parties entered into an Agreement ("Original Agreement") dated February 16, 2022

WHEREAS, in compliance with terms of Part I Execution of Agreement of the Original Agreement, DEVELOPER has requested a Ninety (90) day extension to the Original Agreement and the parties wish to now amend that Original Agreement; and

NOW, THEREFORE, the Original Agreement is hereby amended as follows:

1. Part I of the Original Agreement regarding the Execution of Agreement, and specifically the completion date of the Original Agreement, is amended to the 1st day of June, 2024 from the 1st of March, 2024.

2. All other terms and conditions of the Original Agreement shall remain in effect as stated in the Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and effective as of the date first written above.

City of Green Bay

____

Eric Genrich, Mayor

On Broadway, Incorporated

____

Brian Johnson, Executive Director

THIS INSTRUMENT WAS DRAFTED BY

Ronda Bitney

Real Estate Specialist, City of Green Bay

Report to the
Finance Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
January 30, 2024	Matt Buchanan, Staff

AGENDA ITEM # E.19

Consideration with possible action to approve a six (6) month planning option for the development of City owned parcel 21-24 at 3855 Finger Road.

The Committee may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Authority will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

BACKGROUND

The City of Green Bay purchased parcel 21-24 in 2007 in anticipation of future growth for 1-43 and East Mason Industrial Park. The City of Green Bay has received a proposal for a six (6) month planning option to develop this lot.

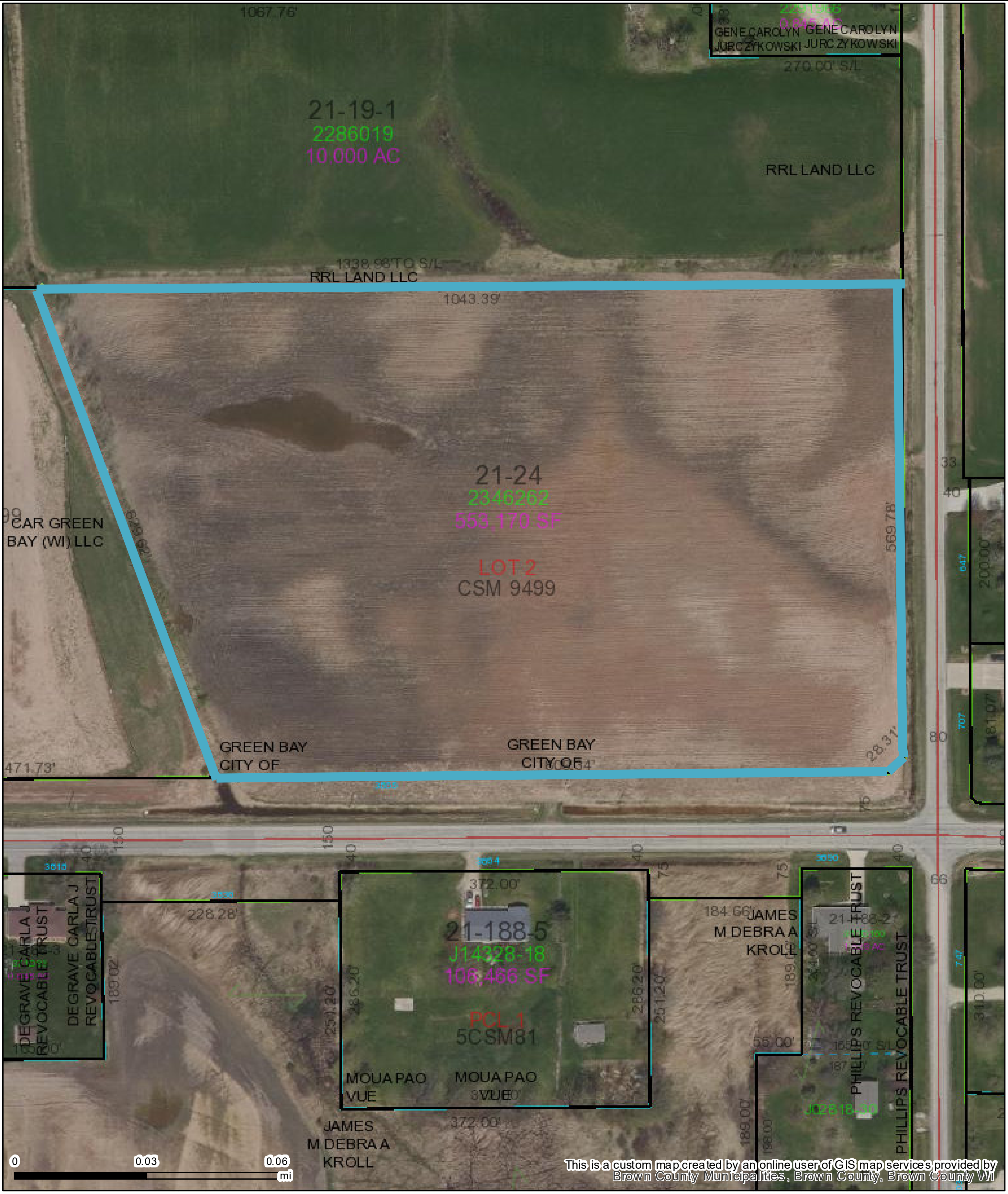
RECOMMENDATION

To approve a six (6) month planning option for the development of parcel 21-24.

FISCAL IMPACT

ATTACHMENTS

1. GIS Map



Part of Brown County WI

Map printed on 1/23/2024

1:1,800
1 inch = 150 feet*
1 inch = 0.0284 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
Finance Committee of the City of Green Bay

MEETING DATE	PREPARED BY
January 30, 2024	

AGENDA ITEM # E.20

Consideration with possible action regarding a budget amendment resolution for unbudgeted overtime for special events.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

1. Combined Resolution for 1.30.24 Finance Meeting

RESOLUTION AUTHORIZING BUDGET AMENDMENT

February 6, 2024

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

Pursuant to the recommendation of the Finance Committee at its meeting of January 30, 2024, the following 2023 amendment of funds is hereby authorized:

	ACCOUNT		AMOUNT
Increase:	101400 50501	Fire-Overtime	$5,692.11
Increase:	101400 46223	Fire Overtime Reimbursement	$5,692.11

***This budget amendment is for 2023 unbudgeted overtime for staffing at the Jubilee Fireworks at Lambeau Field Nov-Dec 2023.*

Adopted ___________________________

Approved __________________________

____
Mayor

____
Clerk

Report to the
Finance Committee
of the City of Green Bay

MEETING DATE	PREPARED BY
January 30, 2024	

AGENDA ITEM # E.21

Consideration with possible action on approval of the Clams Committee report.

The Committee may convene in closed session pursuant to Sections 19.85(1)(e), Wis. Stats., for purposes of deliberating or negotiating the sale of public properties, investing of public funds or conducting other specified public business as necessary for competitive or bargaining reasons. The Committee will thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to take action on items discussed in closed session, if appropriate, and to consider the remainder of the agenda.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Claims Committee Rpt November - December
2. Claims Committee Rpt January