



AGENDA OF THE COMMON COUNCIL

TUESDAY, FEBRUARY 6, 2024, 6:00 PM

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

Virtual attendance also available via Zoom.

A. Zoom Meeting Information.

- I. Join Zoom Meeting Online:
<https://us02web.zoom.us/j/89274696903>

Or call in by phone: +1 312 626 6799

Meeting ID: 892 7469 6903

Passcode: 209710

If you wish to speak at this public meeting or leave a comment, please fill out the online [Comment Form](#) and submit by 4:30 PM on Council meeting day. More detailed [Zoom Instructions](#) can be found online.

B. Roll Call.

C. Pledge of Allegiance.

D. Invocation.

E. Approval of Minutes.

- I. January 16, 2024

F. Approval of the Agenda.

G. Report by the Mayor.

H. Announcements.

I. Recognitions and Awards.

- I. In recognition of Mark Retzlaff, Senior Mechanic, Green Bay Metro Fire Department, on earning the Runner-Up award for the Emergency Vehicle Technician of the Year.

J. Appointments.

I. Reappointments:

Ethics Board

Shaina Bacharach, 708 Lawe Street, Green Bay, WI 54301
Term to expire: February 1, 2027

Green Bay Public Arts Commission

Chuck Yang, 1689 Westfield Avenue, Green Bay, WI 54303
Term to expire: February 1, 2027

Transit Commission

Hector Rodriguez, 1460 Waterford Drive, Green Bay, WI 54313
Term to expire: February 1, 2027

K. Ordinances - Second Reading for Adoption.

1. Zoning Ordinance No. 01-24
An ordinance creating a Planned Unit Development (PUD) overlay district for properties located at 101 Bridge Street, 119 Bridge Street, and 239 Arndt Street.
2. Zoning Ordinance No. 21-23
An ordinance rezoning front 160-feet of property located at 1562 Velp Avenue from General Industrial (GI) District to Highway Commercial (C2) District.
3. Zoning Ordinance No. 28-23
An ordinance rezoning property located at 1218, 1212 and 1156 Velp Avenue from General Industrial (GI) District to Highway Commercial (C2) District.
4. Zoning Ordinance No. 02-24
An ordinance rezoning property located at 1728 Deckner Avenue and 120 S. Henry Street from Varied-Density Residential (R3) to a Public Institutional (PI) District.
5. Zoning Ordinance No. 03-24
An ordinance zoning certain land known as Southwest Woods Subdivision as a Planned Unit Development District.
6. General Ordinance 01-24
An ordinance creating Section 26-22, Green Bay Municipal Code, relating to reckless driving.

L. Report of the Improvement & Services Committee (January 24, 2024).

1. To receive and place on file the request by Ald. Brunette, on behalf of residents on Country Club Road, regarding the plan to include sidewalks on the upcoming Country Club Road

reconstruction project (held from the August 16, 2023 and October 25, 2023 Improvement & Services Committee meetings).

2. To approve the request by Department of Public Works Parking Division to replace one (1) enforcement vehicle in 2024, a year ahead of its planned replacement.
3. To approve the 2024 Special Assessment factors and rates.
4. To receive and place on file the actions taken by the Department of Public Works.

A. Granting of Licenses

1. Sidewalk Builder

- a. Parham Construction
- b. Bryan McEwen Concrete, LLC

2. Tree & Brush Trimmer

- a. Battle Axe Tree Service
- b. A to Z Tree Service
- c. Economy Tree Service LLC
- d. Rigo's Landscaping LLC

M. Report of the Protection & Policy Committee (January 22, 2024).

1. To approve an appeal by Carol Kempke regarding the denial of her operator's license.
2. To approve a request by The Sardine Can at 128 S. Broadway for a limited expansion of premises to the back parking lot for the following dates in 2024: June 12, June 19, June 26, July 3, July 10, July 17, July 24, July 31, August 7, August 14, and August 21 (Dates after July 1 subject to the approval for the renewal 24-25 license application).
3. To approve a change of agent to Jason J Jarmuskiewicz for Walgreens Co. (Walgreens #11339) located at 116 N. Military Ave.
4. To repeal the Broadway, Downtown and Olde Main moratoriums (Joint Communication submitted by Ald. Brian Johnson, District 9, and Ald. Randy Scannell, District 7).
5. Informational Only: Clerk's Office Licensing Report
6. Informational Only: Liquor Violation Report

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

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

O. Report of the Plan Commission. (January 22, 2024)

1. To approve a request for a Conditional Use Permit to create a restaurant with drive-through in a C1 General Commercial district at 3112 Finger Road. (Public Hearing held 1.22.2024)

2. To approve a request for a Conditional Use Permit to create a communication tower in the BP Business Park district at 1931 Cofrin Road. (Public Hearing held 1.22.2024)
3. To approve the request to deviate from various sections of the Municipal Code, Chapter 36-Subdivisions for the design and development of 8 attached single-family homes (townhomes), 7 single-family home lots and extension of Hinkle Street from W. Mason Street to Hobart Drive with conditions (held from the January 16, 2024 Council Meeting).

P. Report of the Finance Committee. (January 30, 2024)

1. To approve 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. To approve the initial resolution authorizing the Issuance of Not to Exceed \$5,845,000 General Obligation Bonds for Street Improvements.
3. To approve the initial resolution authorizing the Issuance of Not to Exceed \$6,675,000 General Obligation Bonds for Sewage Improvements.
4. To approve the initial resolution authorizing the Issuance of Not to Exceed \$1,010,000 General Obligation Bonds for Parking Lots or Other Parking Facilities.
5. To approve the initial resolution authorizing the Issuance of Not to Exceed \$815,000 General Obligation Bonds for Parks and Public Grounds.
6. To approve 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. To approve 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. To approve the initial resolution Authorizing the Issuance of Not to Exceed \$2,700,000 General Obligation Bonds for Bridge Improvements.
9. To approve the resolution authorizing and Directing the Publication of Notice of the Adoption of Initial Resolution.
10. To approve 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. To approve 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. To approve the revised 2024 fee schedule resolution to include a massage establishment license fee.
13. To approve the purchase of Municipal Court audio/visual upgrades for \$39,417.57.
14. To approve a service agreement with Off Duty Management for public safety software to manage all Police Department reimbursable overtime events.

15. To approve the contract amendment with Cross Safe / Everything Parking, Inc. to create an assistant manager position, estimated at \$23,530/year, for additional services.
16. To approve the First Amendment to the Grant Agreement for the Neighborhood Investment Fund Program.
17. To approve the Department of Community & Economic Development to execute a professional services contract with E-Plan Exam.
18. To approve a planning option extension to On Broadway, Inc for parcels 4-83, 4-82, 4-81, and 4-80.
19. To have staff proceed as directed in closed session regarding a six (6) month planning option for the development of City-owned parcel 21-24 at 3855 Finger Road.

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

20. To approve the budget amendment resolution for unbudgeted overtime for special events.
21. To approve the Clams Committee report.

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Q. Report of the Personnel Committee (January 30, 2024).

1. For consideration with possible action on the request to fill the following positions and all subsequent vacancies resulting from internal transfers.
 - a. Administrative Clerk
 - b. Sewer Maintenance Worker
2. To approve the amendment to Chapter 9 Hours of Work and Fringe Benefits to revise 9.12 Holidays as presented and to direct staff to ensure that tax collection personnel are staffed and provide tax collection services for a full day on New Year's Eve.

R. Report of the Traffic, Bicycle, and Pedestrian Commission (January 29, 2024).

1. To receive and place on file the report by the Police Department on the monthly Traffic Enforcement Unit Traffic Safety Plan.
2. To refer to staff to study traffic calming measures on collector streets within the City.
3. To refer to staff to study traffic calming measures with all new and reconstructed streets.
4. To approve the removal of the 2-HOUR 7AM TO 7 PM MONDAY THROUGH FRIDAY zone on the east side of Elizabeth Street from a point 65 feet north of Cedar Street to Elm Street.

S. Report of the Sustainability Commission.

T. Informational.

1. Building Report for January 2024

U. Resolutions.

1. Preliminary resolution declaring intent to exercise special assessment powers under section 66.0703, Wisconsin Statutes.
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8. Preliminary resolution declaring intent to exercise special assessment powers under section 66.0703, Wisconsin Statutes.
9. Resolution authorizing Conditional Use Permit at 3112 Finger Road.
10. Resolution authorizing Conditional Use Permit at 1931 Cofrin Drive.
11. Resolution drawing final orders to contractors for February 6, 2024.
12. An initial resolution authorizing the Issuance of Not to Exceed \$5,845,000 General Obligation Bonds for Street Improvements.
13. An initial resolution authorizing the Issuance of Not to Exceed \$6,675,000 General Obligation bonds for Sewerage Improvements.
14. An initial resolution authorizing the Issuance of Not to Exceed \$1,010,000 General Obligation bonds for Parking Lots or other Parking Facilities.
15. An initial resolution authorizing the Issuance of Not to Exceed \$815,000 General Obligation Bonds for Parks and Public Grounds.
16. An initial resolution authorizing the Issuance of Not to Exceed \$370,000 General Obligation Bonds for Buildings for the Housing of Machinery and Equipment.
17. An initial resolution authorizing the Issuance of Not to Exceed \$2,085,000 General Obligation Fire Engines and Other Equipment of the Fire Department.

18. An initial resolution Authorizing the Issuance of Not to Exceed \$2,700,000 General Obligation Bonds for Bridge Improvements.
19. A resolution authorizing and directing the Publication of Notice of the Adoption of Initial Resolutions.
20. 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.
21. 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.
22. Resolution adopting the City of Green Bay 2024 fee schedule.
23. Resolution authorizing budget amendment.
24. Resolution authorizing variances to allow for the development of a mixed-use neighborhood and extension of Hinkle Street from W. Mason Street to Hobart Drive.
25. Resolution accepting dedication of right-of-way and public improvements in the Woods at Baird's Creek Subdivision.
26. Resolution authorizing variances to allow for the development of a mixed-use neighborhood and extension of Hinkle Street from W. Mason Street to Hobart Drive (held from the January 16, 2024 Council Meeting).

V. Ordinances - First Reading.

- I. General Ordinance No. 03-24
An ordinance amending Section 40-34, Green Bay Municipal Code, relating to parking regulations.

W. Referral of Petitions & Communications.

X. Adjournment.

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

ZONING ORDINANCE NO. ~~XX-XX~~01-24

**AN ORDINANCE
CREATING A PLANNED UNIT DEVELOPMENT (PUD)
OVERLAY DISTRICT FOR PROPERTIES LOCATED AT
101 BRIDGE STREET, 119 BRIDGE STREET, AND 239 ARNDT STREET
(ZP 23-49)**

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

SECTION 1. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by establishing a Planned Unit Development Overlay District on the following described property, as also depicted on Exhibit A - Location Map:

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

Tax Parcel: 3-554-A

Land Area: Comprises approximately 12,755 square feet/.293 acres

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

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

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

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

Tax Parcel: 3-556

Land Area: Comprises approximately 30,577 square feet/.702 acres

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

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

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

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

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

EXCEPTING therefrom:

(a) The 20 foot main line right of way of the C&NW RR Co., described at 4 Deeds 462.

(b) The side track easement of the C&NW RR Co., described at 90 Deeds 167.

Tax Parcel: 3-551

Land Area: Comprises approximately 203,213 square feet/4.665 acres

SECTION 2. Pursuant to Chapter 44, Article XX, Green Bay Municipal Code, as it applies, the following conditions are imposed:

- A. Purpose and Intent. The Planned Unit Development (PUD) is being utilized to permit the development of a two-phase mixed-use development. Phase 1 will include two (2) buildings with 109 apartment units. Anticipated future proposed uses, including but not limited to Phase 2, Phase 2 will may include a mixed-use building project containing both commercial and residential uses. The overall appearance and design of the site and improvements shall comply with the attached Exhibits and as regulated within this PUD.
- B. Development Site. Area included within this PUD consists of all land included at 101 Bridge Street, 119 Bridge Street, and 239 Arndt Street. Phase 1, as described in Exhibit B, is the primary focus of this PUD. A PUD amendment shall be required for future proposed uses, including but not limited to Phase 2, Phase 2, also described in Exhibit B. Further, any PUD amendments shall reflect any land divisions recorded after the execution of this document.
- C. Land Use Regulations. The principal and accessory land uses which may be established and/or maintained on Phase 1 of the subject property are as

follows:

1. Principal use of 109 residential dwelling units within two structures, including first-floor dwelling units.
2. Accessory uses customarily associated with multiple family dwelling including but not limited to a lobby, mail room, janitorial services, community room that may be made available to public entities, office space associated with the principal use, home occupations, childcare for residents, educational spaces for residents, outdoor gathering spaces, and other uses deemed appropriate by the Zoning Administrator.
- 2-3. All other proposed uses, including those proposed for Phase 2, are subject to a PUD amendment.

- D. Prohibited Uses. The PUD limits certain uses from being established on the site or as accessory to the multi-family dwelling principal use including rooming/boarding houses, shelter facilities, transitional housing, dormitories, assisted living/nursing homes, commercial uses typically associated with dwelling (family daycares and live-work units). All other proposed uses, including those proposed for Phase 2, are subject to a PUD amendment.
- E. Dimensional and Area Requirements. Dimensional and area requirements for principal structure on the subject property shall generally comply with Exhibit B and be regulated as follows:
1. General Site.
 - a. Lot Size. Minimum lot area is 72,000 square feet
 - b. Other site provisions and accessory buildings shall be regulated as if in the D2 Zoning District.
 2. Building.
 - a. Front Yard Setback Maximum along Bridge Street: 55-90 feet, varied (must substantially conform to Exhibit B)
 - b. Other buildings provisions and accessory buildings shall be regulated as if in the D2 Zoning District.
- F. Access, Circulation, and Parking. Access, circulation, and parking within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XVIII of the Green Bay Municipal Code, and as modified as follows:
1. Residential uses need only provide evidence of the availability of off-street public or private parking within 1,000-feet in the amount of one parking space per dwelling unit.
 2. Phase 1 shall include a parking lot with 45 spaces. Phase 2 shall only be established with an amendment to this PUD.
 3. Pedestrian access shall be provided from all public streets with public sidewalks adjoining the development.
 4. Any access, circulation, or parking issues not addressed by this PUD shall default to the D2 Zoning District.

- G. Architectural Design. All building elevations shall substantially comply with Exhibit B and subject to the following requirements:
1. Four-sided design. All sides of the building shall include materials and design characteristics similar to and compatible with those on the front.
 2. Façade Articulation. Buildings shall be designed to provide interest and variety. Flat, unadorned walls should be avoided. Façade lengths shall not be greater than 40 feet without articulation including but not limited to:
 - a. Division of façade into individual components (i.e. storefronts, distinct uses) through the use of architectural elements such as entrances, arcades, windows, balconies, awnings, marquees, etc.
 - b. Recesses or projections of the main façade plane.
 - c. Recesses or projections of upper floors from the ground floor façade plane.
 - d. Vertical division using different materials and textures.
 3. Exterior Materials. Building materials shall be durable and appropriate for the residential district as well as being regulated as follows:
 - a. Exterior building façades shall be predominately (minimum of 80%):
 1. Brick or brick veneer
 2. Cementitious panels/siding
 3. Architectural/decorative metal panels
 4. Wood or wood composite
 5. Windows and doors
 - b. Windows and doors. Windows shall include trim and all building entrances shall include a canopy or other roofing element over the doorway.
- H. Lighting. All lighting within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article V of the Green Bay Municipal Code.
- I. Signage. All signage within the PUD area shall meet the standards as set forth within Chapter 30 of the Green Bay Municipal Code.
- J. Refuse and Mechanical Equipment. Screening of refuse material containers and mechanical equipment throughout the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XIX of the Green Bay Municipal Code.
- K. Landscaping and Transitional Yards. Landscaping within the PUD area shall meet the standards as set forth within the Green Bay Zoning Code, Article XIX of the Green Bay Municipal Code.
- L. Compliance with all the regulations of the Green Bay Municipal Code not covered under the PUD. If not covered as part of this PUD, the base zoning for the parcel shall be considered Downtown (D2).

SECTION 3. The provisions of this ordinance, including, without limitation, the granting of a conditional-use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property. All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

SECTION 4. Each exhibit which is attached to this ordinance is deemed to be and is expressly made a part of and incorporated into this ordinance to the same extent as if each such exhibit, and the plans identified therein, had been set forth in its entirety in the body of this ordinance.

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

SECTION 6. In addition to all other remedies available to the City of Green Bay, the City may decline to issue any building or other permits otherwise required by any ordinance of this City while any violation of this ordinance remains uncured.

SECTION 7. If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

SECTION 8. This ordinance shall not take effect until a public hearing is held thereon as provided by Chapter 44, Article II, Division 2, Section 44-82 Zoning Amendments, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2024.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, City Clerk

sh:

Attachments:

Exhibit A – Location Map

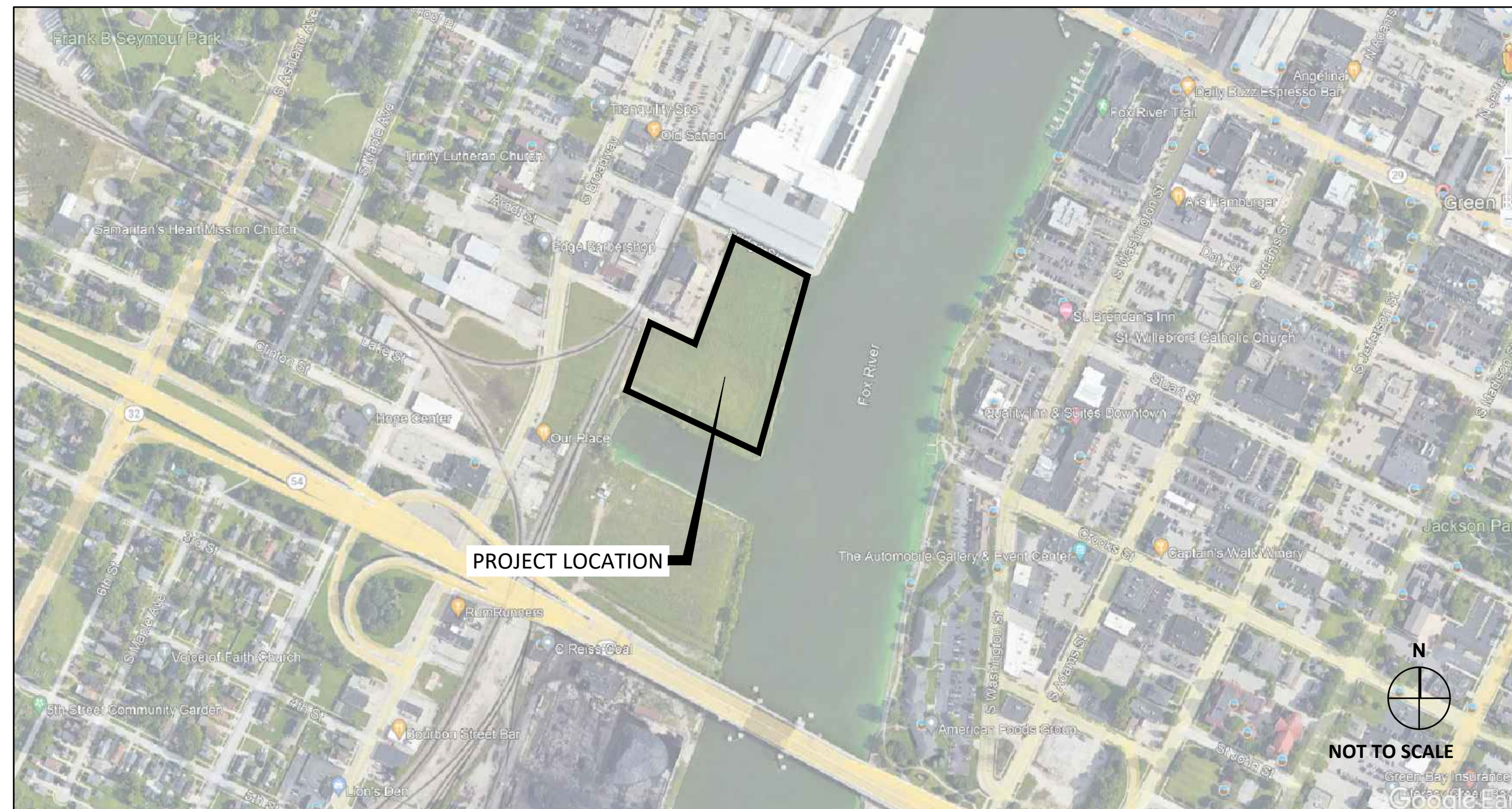
Exhibit B – Preliminary Plans

DRAFT

239 ARNDT STREET
GREEN BAY, WISCONSIN 54301



PUD APPLICATION - DATE: 11.15.2023



	I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF WISCONSIN.	
	_____ JUSTIN L. ERNST, P.E.	
	REG. NO. _____	#46801-6
	_____ MY LICENSE RENEWAL DATE: _____	
	_____ PAGES OR SHEETS COVERED BY THIS SEAL: _____	
XX-XX-XX		

RELINQUISHING PROFESSIONAL LANDSCAPE ARCHITECTURE

I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SURVEILLANCE DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE. I AM A DULY LICENSED PROFESSIONAL LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF WISCONSIN.

SAMUEL J. KESSEL, PLA

REG. NO. #784-14 DATE: _____

MY LICENSE RENEWAL DATE IS _____

PAGES OR SHEETS COVERED BY THIS SEAL:

XX-XX-XX-XX

	I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly registered architect under the laws of the state of Iowa. Daniel Drendel, AIA, Wisconsin License #12528-5 Slingshot Architecture, Inc.
	Pages or sheets covered by this seal: <u>A.101 to A.102, A.201 to A.203</u> _____ Date issued: _____

Sheet Number	Sheet Title
G.100	COVER SHEET
G.200	LEGEND & ABBREVIATIONS
C.000	EXISTING SITE
C.100	LAYOUT PLAN
L.100	LANDSCAPE PLAN
A.101	LEVEL 1 S - FLOOR PLAN
A.102	LEVEL 1 N - FLOOR PLAN
A.201	BUILDING ELEVATIONS
A.202	BUILDING ELEVATIONS
A.203	BUILDING ELEVATIONS

PROJECT TEAM

OWNER:
CITY OF GREEN BAY
100 NORTH JEFFERSON STREET
GREEN BAY, WI 54301
PHONE: 920-448-3000
CONTACT: MATT BUCHANAN

PLAN PREPARER:
BOLTON & MENK
430 E GRAND AVENUE SUITE 101
DES MOINES, IA 50309
PHONE: (515) 259-9190
CONTACT: TREY ROUSE

CIVIL ENGINEER:
BOLTON & MENK
430 E GRAND AVENUE SUITE 101
DES MOINES, IA 50309
PHONE: (515) 259-9190
CONTACT: JUSTIN ERNST

DEVELOPER / PETITIONER:
MERGE URBAN DEVELOPMENT
604 CLAY STREET
CEDAR FALLS, 50613
PHONE: (319) 768-7235
CONTACT: BRENT DAHLSTROM

ARCHITECT:
SLINGSHOT ARCHITECTURE
305 EAST COURT AVE
DES MOINES, IOWA 50309
PHONE: (515) 243-0074
CONTACT: STEVE MILLER

LANDSCAPE ARCHITECT:
BOLTON & MENK
430 E GRAND AVENUE SUITE 101
DES MOINES, IA 50309
PHONE: (515) 259-9190
CONTACT: SAM KESSEL

PROJECT SUMMARY

ZONING:
EXISTING ZONING: D2
PROPOSED ZONING: PUD
SURROUNDING PROPERTIES: D1, D2, LI
EXISTING USE: VACANT
PROPOSED USE: PHASE 1 P

BIKE PARKING COUNTS:
TOTAL REQUIRED: UNDETERMINED
TOTAL PROVIDED: UNDETERMINED

LEGAL DESCRIPTION:
N/A

<u>BUILDING SUMMARY:</u>	
FOOTPRINT AREA:	19,615 SF
BUILDING TYPE:	STOREFRONT
GROSS SF:	80,000 GSF
SQ FEET BY USE:	RESIDENTIAL: 80,000 SF
# OF STORIES:	4 STORIES
BUILDING HEIGHT:	UNDETERMINED
# OF DWELLING UNITS (DU):	109
FIRE PROTECTION:	UNDETERMINED
# OF EMPLOYEES:	N/A

SITE SUMMARY:

PROJECT AREA:	PHASE 1 LOT: 73,571 SF (1.69 AC) PHASE 2 LOT: 96,016 SF (2.20 AC)
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REQUIRED SETBACKS (RESIDENTIAL):

FRONT YARD MINIMUM:	10'
FRONT YARD MAXIMUM:	20'
SIDE YARD:	12' (TOTAL)
REAR YARD:	25'

REQUIRED SETBACKS (MIXED-USE):

FRONT YARD MINIMUM:	N/A
FRONT YARD MAXIMUM:	15'
SIDE YARD:	N/A (SITE DOES NOT ADJOIN RESIDENTIAL)
REAR YARD:	N/A (SITE DOES NOT ADJOIN RESIDENTIAL)

PARKING COUNTS:

REQUIRED:	PHASE 1 PARCEL: 109 SPACES (1 SPACE/DU) PHASE 2 PARCEL: 0 SPACES
PROVIDED:	PHASE 1 PARCEL: 40 SPACES + 5 ACCESSIBLE PHASE 2 PARCEL: 77 SPACES

EXISTING TOPOGRAPHIC SYMBOLS

	ACCESS GRATE		SATELLITE DISH
	AIR CONDITION UNIT		SIGN TRAFFIC
	ANTENNA		SIGNAL CONTROL CABINET
	AUTO SPRINKLER CONNECTION		SOIL BORING
	BARRICADE PERMANENT		SIREN
	BASKETBALL POST		TELEPHONE BOOTH
	BENCH		TILE INLET
	BIRD FEEDER		TILE OUTLET
	BOLLARD		TILE RISER
	BUSH		TRANSFORMER-ELECTRIC
	CATCH BASIN RECTANGULAR CASTING		TREE-CONIFEROUS
	CATCH BASIN CIRCULAR CASTING		TREE-DEAD
	CURB STOP		TREE-DECIDUOUS
	CLEAN OUT		TREE STUMP
	CULVERT END		TRAFFIC ARM BARRIER
	DRINKING FOUNTAIN		TRAFFIC SIGNAL
	DOWN SPOUT		TRASH CAN
	FILL PIPE		UTILITY MARKER
	FIRE HYDRANT		VALVE
	FLAG POLE		VALVE POST INDICATOR
	FLARED END / APRON		VALVE VAULT
	FUEL PUMP		VAULT
	GRILL		VENT PIPE
	GUY WIRE ANCHOR		WATER SPIGOT
	HANDHOLE		WELL
	HANDICAP SPACE		WETLAND DELINEATED MARKER
	IRRIGATION SPRINKLER HEAD		WETLAND
	IRRIGATION VALVE BOX		WET WELL
	LIFT STATION CONTROL PANEL		YARD HYDRANT
	LIFT STATION		
	LIGHT POLE		
	MAILBOX		
	MANHOLE-COMMUNICATION		
	MANHOLE-ELECTRIC		
	MANHOLE-GAS		
	MANHOLE-HEAT		
	MANHOLE-SANITARY SEWER		
	MANHOLE-STORM SEWER		
	MANHOLE-UTILITY		
	MANHOLE-WATER		
	METER		
	ORDER MICROPHONE		
	PARKING METER		
	PAVEMENT MARKING		
	PEDESTAL-COMMUNICATION		
	PEDESTAL-ELECTRIC		
	PEDESTRIAN PUSH BUTTON		
	PICNIC TABLE		
	POLE-UTILITY		
	POST		
	RAILROAD SIGNAL POLE		
	REGULATION STATION GAS		

PROPOSED TOPOGRAPHIC SYMBOLS

	CLEANOUT
	MANHOLE
	LIFT STATION
	STORM SEWER CIRCULAR CASTING
	STORM SEWER RECTANGULAR CASTING
	STORM SEWER FLARED END / APRON
	STORM SEWER OUTLET STRUCTURE
	STORM SEWER OVERFLOW STRUCTURE
	CURB BOX
	FIRE HYDRANT
	WATER VALVE
	WATER REDUCER
	WATER BEND
	WATER TEE
	WATER CROSS
	WATER SLEEVE
	WATER CAP / PLUG
	RIP RAP
	DRAINAGE FLOW
	TRAFFIC SIGNS
	LIGHT POLE

SURVEY SYMBOLS

	BENCH MARK LOCATION
	CONTROL POINT
	MONUMENT IRON FOUND
	CAST IRON MONUMENT

EXISTING TOPOGRAPHIC LINES

	RETAINING WALL
	FENCE
	FENCE-DECORATIVE
	GUARD RAIL
	TREE LINE
	BUSH LINE

SURVEY LINES

	CONTROLLED ACCESS BOUNDARY
	CENTERLINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	EXISTING LOT LINE
	PROPOSED LOT LINE
	EXISTING RIGHT-OF-WAY
	PROPOSED RIGHT-OF-WAY
	SETBACK LINE
	SECTION LINE
	QUARTER LINE
	SIXTEENTH LINE
	TEMPORARY EASEMENT

EXISTING UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE

PROPOSED UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE
	PIPE CASING

GRADING INFORMATION

	EXISTING CONTOUR MINOR
	EXISTING CONTOUR MAJOR
	PROPOSED CONTOUR MINOR
	PROPOSED CONTOUR MAJOR
	PROPOSED GRADING LIMITS / SLOPE LIMITS
	PROPOSED SPOT ELEVATION
	RISE:RUN (SLOPE)

HATCH PATTERNS

SEE PLANS

EXISTING PRIVATE UTILITY LINES

NOTE:
EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY IOWA ONE CALL - 1-800-292-8989

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA"

	UNDERGROUND FIBER OPTIC
	UNDERGROUND ELECTRIC
	UNDERGROUND GAS
	UNDERGROUND COMMUNICATION
	OVERHEAD ELECTRIC
	OVERHEAD COMMUNICATION
	OVERHEAD UTILITY

UTILITIES IDENTIFIED WITH A QUALITY LEVEL OTHER THAN D:

LINE TYPES FOLLOW THE FORMAT: UTILITY TYPE - QUALITY LEVEL
EXAMPLE: G-A G-A UNDERGROUND GAS, QUALITY LEVEL A
UTILITY QUALITY LEVEL (A,B,C,D) DEFINITIONS CAN BE FOUND IN CI/ASCE 38-02.

UTILITY QUALITY LEVELS:

LEVEL D - INFORMATION COMES SOLELY FROM EXISTING UTILITY RECORDS.

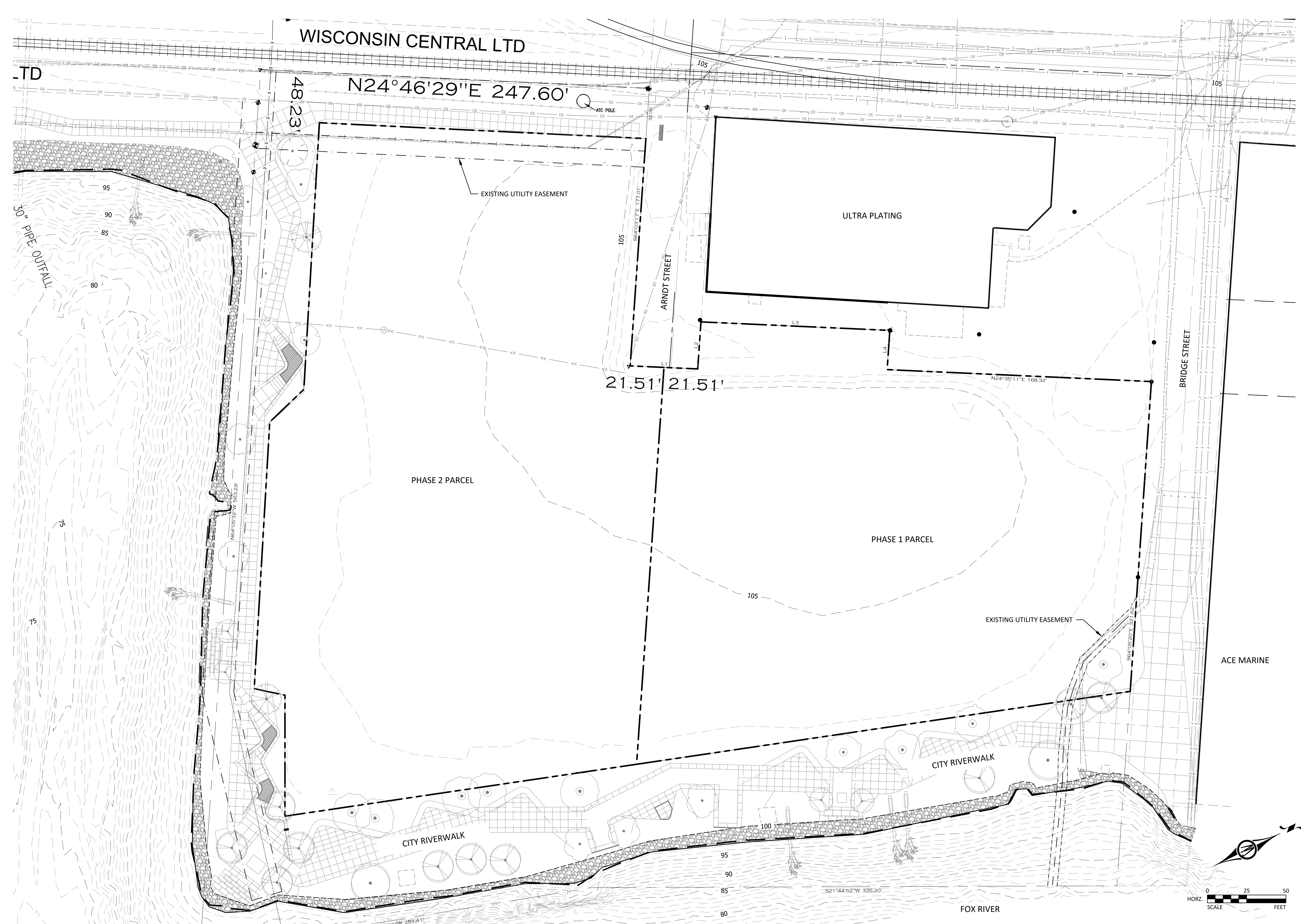
LEVEL C - SURVEYING ABOVE GROUND UTILITY FACILITIES, SUCH AS MANHOLES, VALVE BOXES, ETC; AND CORRELATING THIS INFORMATION WITH EXISTING UTILITY RECORDS.

LEVEL B - THE USE OF SURFACE GEOPHYSICAL TECHNIQUES TO DETERMINE THE EXISTENCE AND HORIZONTAL POSITION OF UNDERGROUND UTILITIES.

LEVEL A - THE USE OF NONDESTRUCTIVE DIGGING EQUIPMENT AT HORIZONTAL AND VERTICAL POSITION OF UNDERGROUND UTILITIES, AS WELL AS THE TYPE, SIZE, CONDITION, MATERIAL, AND OTHER CHARACTERISTICS.

ABBREVIATIONS

A	ALGEBRAIC DIFFERENCE	GV	GATE VALVE	RT	RIGHT
ADJ	ADJUST	HDPE	HIGH DENSITY POLYETHYLENE	SAN	SANITARY SEWER
ALT	ALTERNATE	HH	HANDHOLE	SCH	SCHEDULE
B-B	BACK TO BACK	HMA	HOT MIX ASPHALT	SERV	SERVICE
BLDG	BUILDING	HP	HIGH POINT	SHLD	SHOULDER
BMP	BEST MANAGEMENT PRACTICE	HWL	HIGH WATER LEVEL	STA	STATION
BR	BEGIN RADIUS	HYD	HYDRANT	STD	STANDARD
BV	BUTTERFLY VALVE	I	INVERT	STM	STORM SEWER
CB	CATCH BASIN	K	CURVE COEFFICIENT	TC	TOP OF CURB
C&G	CURB AND GUTTER	L	LENGTH	TE	TEMPORARY EASEMENT
CIP	CAST IRON PIPE	LO	LOWEST OPENING	TEMP	TEMPORARY
CIPP	CURED-IN-PLACE PIPE	LP	LOW POINT	TNH	TOP NUT HYDRANT
CL	CENTER LINE	LT	LEFT	TP	TOP OF PIPE
CL	CLASS	MH	MANHOLE	TYP	TYPICAL
CMP	CORRUGATED METAL PIPE	MIN	MINIMUM	VCP	VITRIFIED CLAY PIPE
C.O.	CHANGE ORDER	MPW	MUSCATINE POWER & WATER	VERT	VERTICAL
COMM	COMMUNICATION	MR	MID RADIUS	VPC	VERTICAL POINT OF CURVE
CSP	CORRUGATED STEEL PIPE	NIC	NOT IN CONTRACT	VPI	VERTICAL POINT OF INTERSECTION
CLVT	CULVERT	NMC	NON-METALLIC CONDUIT	VPT	VERTICAL POINT OF TANGENT
DIA	DIAMETER	NTS	NOT TO SCALE	WM	WATERMAIN
DIP	DUCTILE IRON PIPE	NWL	NORMAL WATER LEVEL	WS	WATER SERVICE
DWY	DRIVEWAY	OHV	ORDINARY HIGH WATER LEVEL		
E	EXTERNAL CURVE DISTANCE	PC	POINT OF CURVE		
ESMT	EASEMENT	PCC	PORTLAND CEMENT CONCRETE	AC	ACRES
ELEC	ELECTRIC	PE	PERMANENT EASEMENT	CF	CUBIC FEET
ELEV/EL	ELEVATION	PED	PEDESTRIAN, PEDESTAL	CV	COMPACTED VOLUME
EOF	EMERGENCY OVERFLOW	PERF	PERFORATED PIPE	CY	CUBIC YARD
ER	END RADIUS	PERM	PERMANENT	EA	EACH
EX	EXISTING	PI	POINT OF INTERSECTION	EV	EXCAVATED VOLUME
FES	FLARED END SECTION	PL	PROPERTY LINE	LB	POUND
F-F	FACE TO FACE	PRC	POINT OF REVERSE CURVE	LF	LINEAR FEET
FF	FINISHED FLOOR	PT	POINT OF TANGENT	LS	LUMP SUM
F&I	FURNISH AND INSTALL	PVC	POLYVINYL CHLORIDE PIPE	LV	LOOSE VOLUME
FM	FORCEMAIN	PVMT	PAVEMENT	SF	SQUARE FEET
FO	FIBER OPTIC	R	RADIUS	SV	STOCKPILE VOLUME
F.O.	FIELD ORDER	RCP	REINFORCED CONCRETE PIPE	SY	SQUARE YARD
GRAN	GRANULAR	RET	RETAINING		
GRAV	GRAVEL	R/W	RIGHT-OF-WAY		
GU	GUTTER	RSC	RIGID STEEL CONDUIT		



GNITSHOT

ARCHITECTURE

305 EAST COURT AVENUE, DES MOINES, IA 50309

T 515-243-0074

GREEN BAY SHIPYARD NORTH BUILDING 1

239 ARNDT ST.

GREEN BAY, WISCONSIN 54301

2019.40

PRELIMINARY PLAN

PUD APPLICATION

2023.11.15

NO.

REVISION SCHEDULE

DESCRIPTION

DATE

EXISTING SITE

C.000

BOLTON & MENK

430 E. GRAND AVENUE, SUITE 101

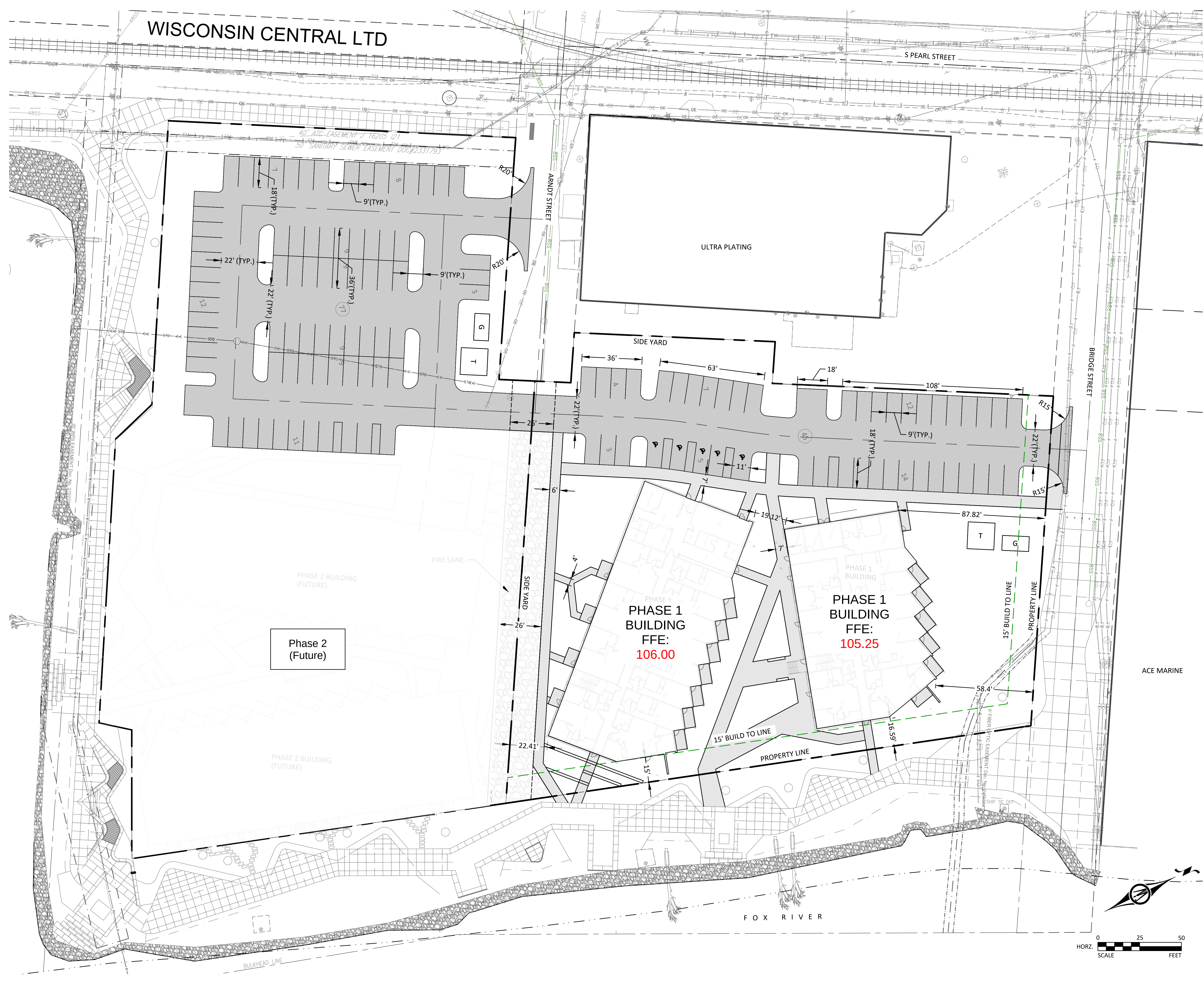
DES MOINES, IOWA 50309

Phone: 515-243-0074

Email: DesMoines@boltonmenk.com

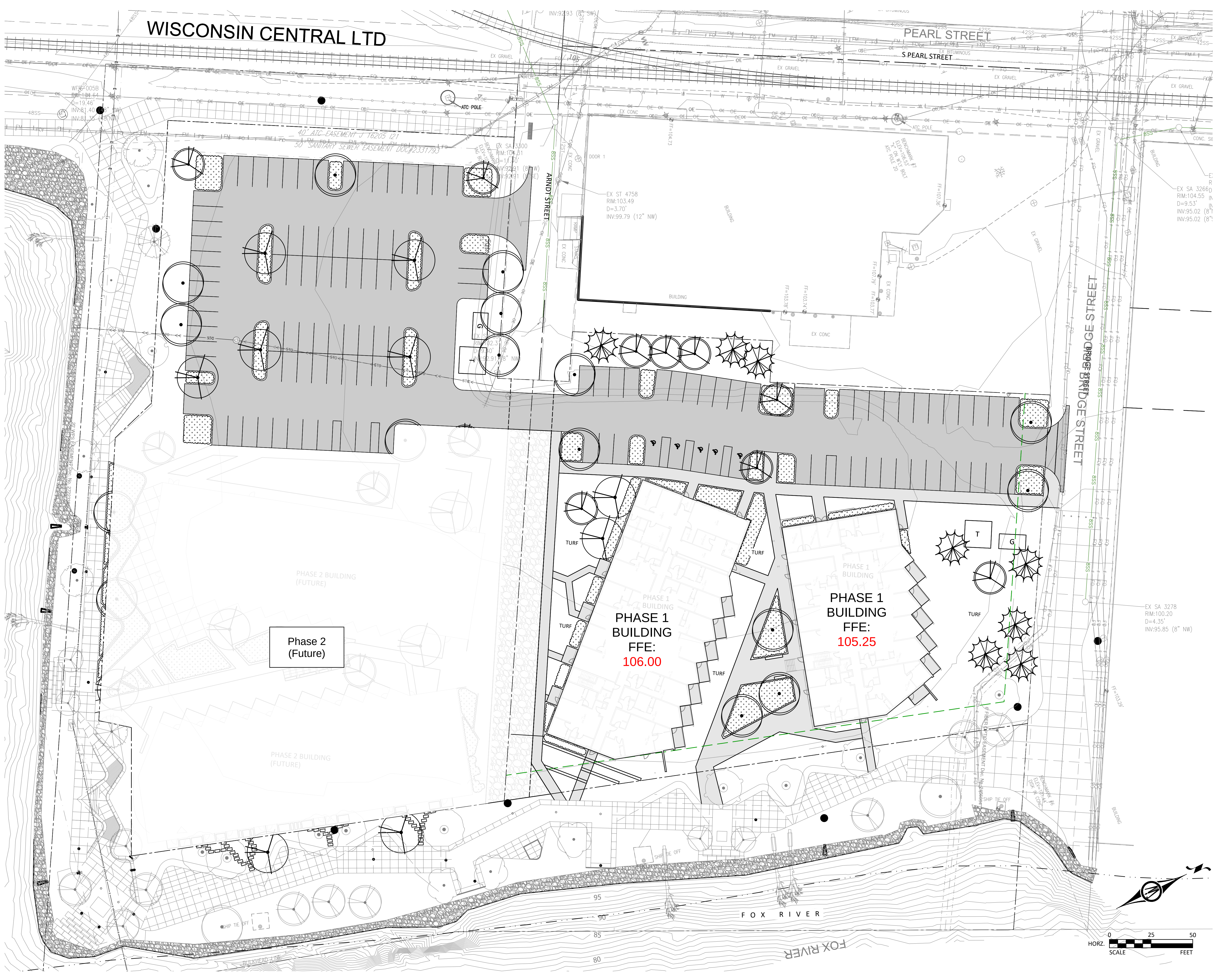
www.boltonmenk.com

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PAVING LEGEND

	5" CONCRETE WALK
	7" CONCRETE PARKING LOT PAVING
	6" COMPACTED AGGREGATE FIRE LINE



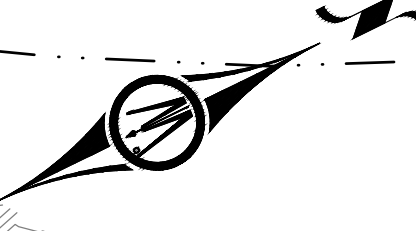
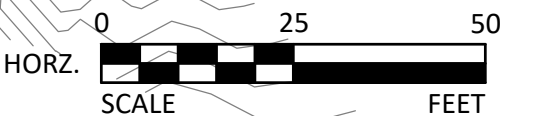
Phase 2
(Future)

PHASE 1 BUILDING
FFE:
106.00

PHASE 1 BUILDING
FFE:
105.25

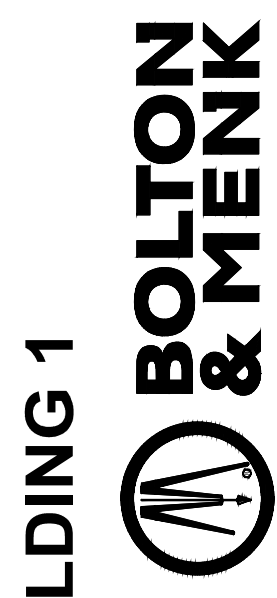
PLANTING LEGEND

- OVERSTORY TREE
- UNDERSTORY TREE
- EVERGREEN TREE
- PERENNIAL/SHRUB PLANTING BED



GREEN BAY SHIPYARD NORTH BUILDING 1

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GREEN BAY, WISCONSIN 54301



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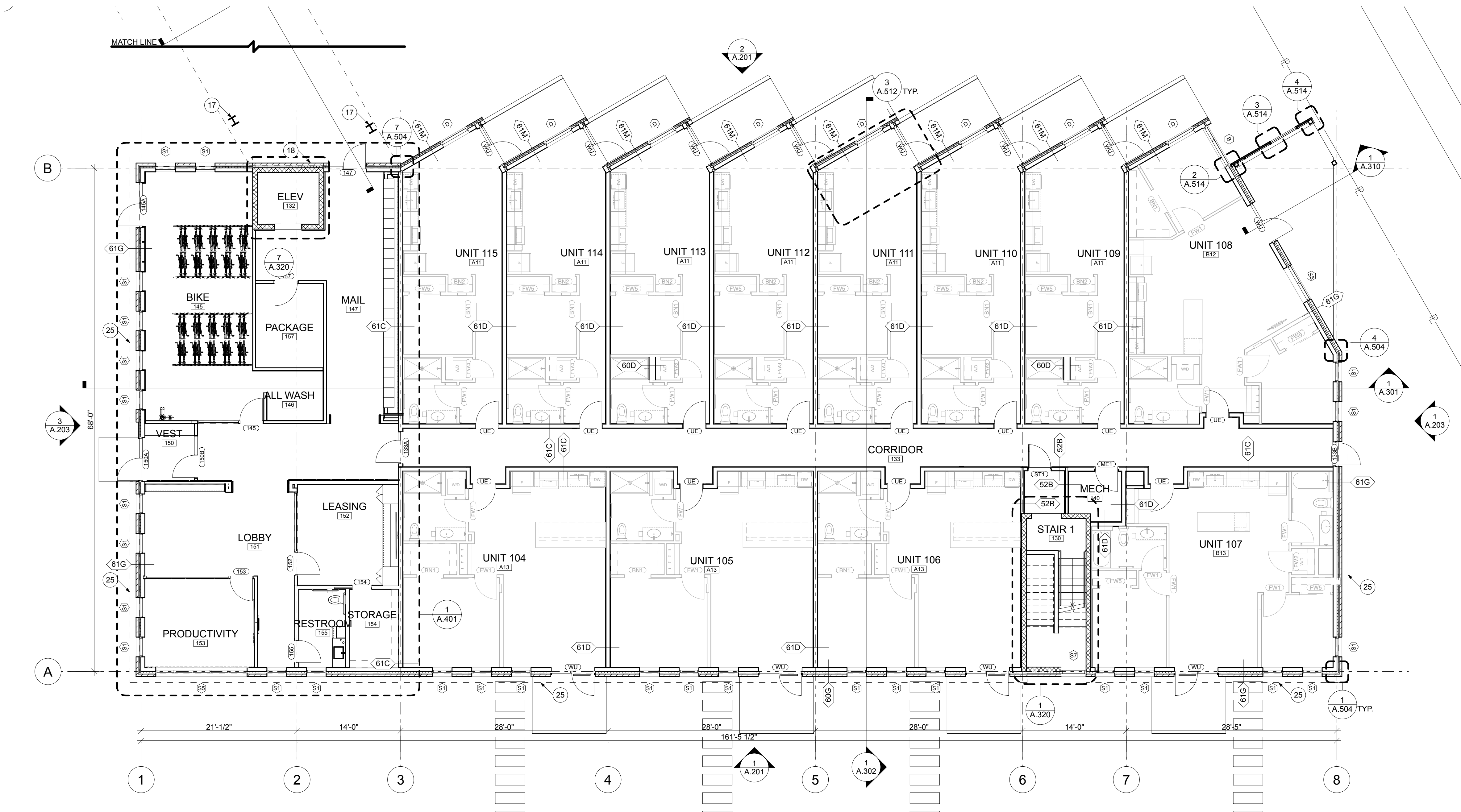
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ARCHITECTURE
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T 515-243-0074

PRELIMINARY - NOT FOR CONSTRUCTION

2019.40		
PRELIMINARY PLAN PUD APPLICATION 2023.11.15		
NO.	REVISION SCHEDULE DESCRIPTION	DATE

LANDSCAPE PLAN

L.100

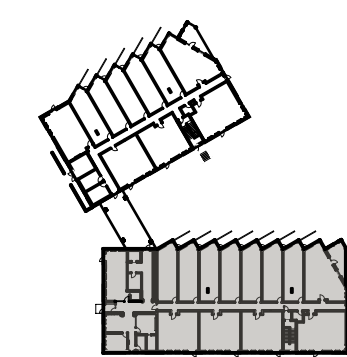


1
A.101

LEVEL 1 - FLOOR PLAN

SCALE: 1/8" = 1'-0"

- FLOOR PLAN KEYNOTES**
- PROPERTY LINE - REFER TO CIVIL FOR COORDINATES
 - CONCRETE SIDEWALK - REFER TO CIVIL FOR LAYOUT + DETAIL
 - CONCRETE RAMP ON GRADE - REFER TO CIVIL FOR LAYOUT AND DETAILS
 - CONCRETE STAIR - REFER TO CIVIL FOR LAYOUT + DETAIL
 - ACCESSIBLE PARKING SPACE, PROVIDE 2% MAX SLOPE ON ACCESSIBLE ROUTE FROM ACCESSIBLE PARKING SPACE.
 - VAN ADA ACCESSIBLE SPACE, PROVIDE 2% MAX SLOPE ON ACCESSIBLE ROUTE FROM ACCESSIBLE PARKING SPACE.
 - EASEMENT - REFER TO CIVIL
 - TRANSFORMER / PAD / CONTAINMENT - REFER TO CIVIL + ELECTRICAL FOR DETAIL AND LAYOUT
 - CONCRETE PAVEMENT - REFER TO CIVIL FOR DETAIL
 - PARKING LOT STRIPING - REFER TO CIVIL FOR LAYOUT
 - PARKING CURB - REFER TO CIVIL FOR DETAIL
 - FROST DEPTH CONCRETE STOOP AT DIAGONAL HATCH PATTERN - REFER TO STRUCTURAL FOR DETAIL
 - LANDSCAPE PLANTER - SEE DETAIL + LANDSCAPE
 - ELECTRICAL METER LOCATIONS - REFER TO ELECTRICAL
 - WATER METER LOCATIONS - REFER TO PLUMBING
 - FIRE DEPARTMENT CONNECTION - REFER TO SPRINKLER
 - 1 HR FIRE RATED STEEL COLUMN, INTUMESCENT - SEE STRUCTURAL FOR COLUMN SIZE INFORMATION
 - HIGH SECURITY INDUSTRIAL/GOVERNMENT KEY BOX - REFER TO SPECIFICATIONS FOR PRODUCT INFORMATION
 - DIRECTORY & CALL PANEL - REFER TO ELECTRICAL
 - MAILBOXES - REFER TO SPECIFICATIONS FOR PRODUCT INFORMATION
 - PARCEL BOXES - COORDINATE SYSTEM REQUIREMENTS WITH OWNER
 - BIKE SERVICE STATION - REFER TO SPECIFICATIONS FOR PRODUCT INFORMATION
 - BIKE RACK - REFER TO SPECIFICATIONS FOR PRODUCT INFORMATION
 - EXTERIOR HOSE BIB - REFER TO PLUMBING
 - BUILDING EDGE EXTENDS ABOVE AT DASHED LINE
 - ALUMINUM STOREFRONT SYSTEM
 - ALUMINUM CURTAIN WALL SYSTEM
 - CONCRETE PAVER SYSTEM, PVS-1 - REFER TO SPECIFICATIONS FOR PRODUCT INFORMATION
 - COMPOSITE WOOD DECKING - REFER TO SPECIFICATIONS
 - 4' TALL BOLLARD, 6" STEEL PIPE, FILL W/ CONCRETE, PAINT
 - BALCONY TYPE 1 - PRE-FINISHED ALUMINUM SYSTEM - REFER TO SPECIFICATIONS FOR DELEGATED DESIGN INFORMATION
 - BALCONY TYPE 2 - REFER TO STRUCTURAL FOR DETAIL
 - 42" H. GUARDRAIL - REFER TO DETAIL XX FOR ADDITIONAL INFORMATION.
 - 34" H. HANDRAIL - REFER TO DETAIL XX FOR ADDITIONAL INFORMATION
- FE - SURFACE MOUNTED FIRE EXTINGUISHER CABINET - REFER TO SPECIFICATIONS



LEVEL 1 - KEY PLAN

SCALE: 1/128" = 1'-0"

- GENERAL NOTES**
- ARCHITECTURAL 0'-0" = 000.00 CIVIL FFE OF LOBBY.
 - INTERIOR DIMENSIONS ARE TO FACE OF STUD (ONE SIDE) OF DEMISING + CORRIDOR WALLS UNLESS NOTED OTHERWISE AND CENTERLINE OF OPENINGS.
 - EXTERIOR DIMENSIONS ARE TO EXTERIOR FACE OF STUD, UNLESS NOTED OTHERWISE, AND CENTERLINE OF OPENINGS.
 - ALL GWB WALLS AND CEILINGS TO BE PAINTED "P1" UNLESS NOTED OTHERWISE.
 - ALL GWB WALLS TO HAVE RUBBER BASE UNLESS NOTED OTHERWISE.
 - KEY SPACES ARE DESCRIBED ON ENLARGED PLAN SHEETS, REFERENCED FROM THE OVERALL FLOOR PLAN.
 - REFER TO A.501 FOR HORIZONTAL AND VERTICAL ASSEMBLY INFORMATION.
 - REFER TO A.601 FOR WINDOW ELEVATIONS, WINDOW TAGS REFER TO THESE ELEVATIONS.
 - REFER TO A.601 FOR DOOR SCHEDULE.
 - REFER TO A.602 FOR ROOM FINISH SCHEDULE.
 - ALL CEILING MATERIALS/HEIGHTS ATTACH TO UNDERSIDE OF FLOOR/ROOF STRUCTURE UNLESS NOTED OTHERWISE. CEILING HEIGHTS ARE INDICATED OFF OF ASSOCIATED FLOOR LEVEL.
 - ALL INTERIOR WALLS ARE 60A UNLESS NOTED OTHERWISE.
 - ALL SITE WORK INDICATED ON THE ARCHITECTURAL DRAWINGS ARE FOR GENERAL REFERENCE ONLY. REFER TO CIVIL DRAWINGS FOR COMPLETE SITE SCOPE AND DETAILING.
 - ALL DOORS ARE EITHER CENTERED IN ITS WALL OR LOCATED 4" FROM AN ADJACENT PERPENDICULAR WALL, UNLESS NOTED OTHERWISE

GREEN BAY SHIPYARD NORTH BUILDING 1

239 ARNDT ST. GREEN
BAY WISCONSIN 54301

PRELIMINARY - NOT FOR CONSTRUCTION

2019.40

PRELIMINARY PLAN
PUD APPLICATION
2023.11.15

NO.	REVISION SCHEDULE DESCRIPTION	DATE
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LEVEL 1 S - FLOOR
PLAN

A.101

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A.102

LEVEL 1 - FLOOR PLAN

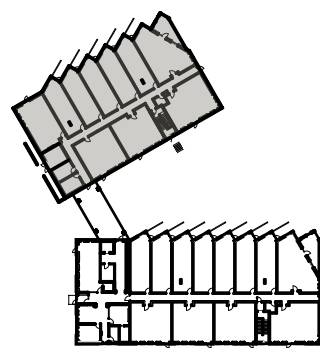
SCALE: 1/8" = 1'-0"



FLOOR PLAN KEYNOTES

1. PROPERTY LINE - REFER TO CIVIL FOR COORDINATES
2. CONCRETE SIDEWALK - REFER TO CIVIL FOR LAYOUT + DETAIL
3. CONCRETE RAMP ON GRADE - REFER TO CIVIL FOR LAYOUT AND DETAILS
4. CONCRETE STAIR - REFER TO CIVIL FOR LAYOUT + DETAIL
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7. EASEMENT - REFER TO CIVIL
8. TRANSFORMER / PAD / CONTAINMENT - REFER TO CIVIL + ELECTRICAL FOR DETAIL AND LAYOUT
9. CONCRETE PAVEMENT - REFER TO CIVIL FOR DETAIL
10. PARKING LOT STRIPING - REFER TO CIVIL FOR LAYOUT
11. PARKING CURB - REFER TO CIVIL FOR DETAIL
12. FROST DEPTH CONCRETE STOOP AT DIAGONAL HATCH PATTERN - REFER TO STRUCTURAL FOR DETAIL
13. LANDSCAPE PLANTER - SEE DETAIL + LANDSCAPE
14. ELECTRICAL METER LOCATIONS - REFER TO ELECTRICAL
15. WATER METER LOCATIONS - REFER TO PLUMBING
16. FIRE DEPARTMENT CONNECTION - REFER TO SPRINKLER
17. 1 HR FIRE RATED STEEL COLUMN, INTUMESCENT - SEE STRUCTURAL FOR COLUMN SIZE INFORMATION
18. HIGH SECURITY INDUSTRIAL/GOVERNMENT KEY BOX - REFER TO SPECIFICATIONS FOR PRODUCT INFORMATION
19. DIRECTORY & CALL PANEL - REFER TO ELECTRICAL
20. MAILBOXES - REFER TO SPECIFICATIONS FOR PRODUCT INFORMATION
21. PARCEL BOXES - COORDINATE SYSTEM REQUIREMENTS WITH OWNER
22. BIKE SERVICE STATION - REFER TO SPECIFICATIONS FOR PRODUCT INFORMATION
23. BIKE RACK - REFER TO SPECIFICATIONS FOR PRODUCT INFORMATION
24. EXTERIOR HOSE BIB - REFER TO PLUMBING
25. BUILDING EDGE EXTENDS ABOVE AT DASHED LINE
26. ALUMINUM STOREFRONT SYSTEM
27. ALUMINUM CURTAIN WALL SYSTEM
28. CONCRETE PAVER SYSTEM, PVS-1 - REFER TO SPECIFICATIONS FOR PRODUCT INFORMATION
29. COMPOSITE WOOD DECKING - REFER TO SPECIFICATIONS
30. 4' TALL BOLLARD, 6" STEEL PIPE, FILL W/ CONCRETE, PAINT
31. BALCONY TYPE 1 - PRE-FINISHED ALUMINUM SYSTEM - REFER TO SPECIFICATIONS FOR DELEGATED DESIGN INFORMATION
32. BALCONY TYPE 2 - REFER TO STRUCTURAL FOR DETAIL
33. 42" H. GUARDRAIL - REFER TO DETAIL XX FOR ADDITIONAL INFORMATION.
34. 34" H. HANDRAIL - REFER TO DETAIL XX FOR ADDITIONAL INFORMATION

FE - SURFACE MOUNTED FIRE EXTINGUISHER CABINET - REFER TO SPECIFICATIONS



LEVEL 1 - KEY PLAN

SCALE: 1/128"= 1'-0"

GENERAL NOTES

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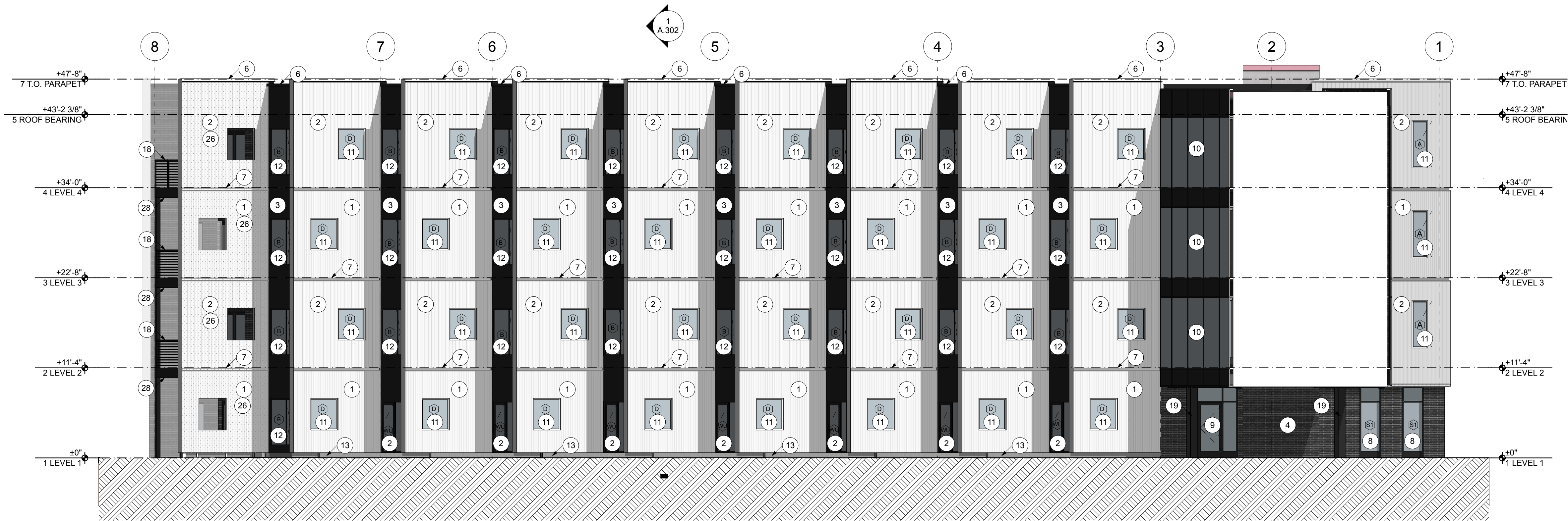
LEVEL 1 N - FLOOR
PLAN

A.102

2019.40
PRELIMINARY PLAN
PUD APPLICATION
2023.11.15

REVISION SCHEDULE
NO. DESCRIPTION DATE

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2 NORTH ELEVATION
A.201 SCALE: 1/8" = 1'-0"



1 SOUTH ELEVATION
A.201 SCALE: 1/8" = 1'-0"

ELEVATION KEYNOTES

- METAL PANEL 1 (MP-1) - WHITE MORIN Z-12
- METAL PANEL 2 (MP-2) - WHITE MORIN W-12
- METAL PANEL 3 (MP-3) - BLACK ACM
- BRICK MASONRY VENEER 1 (MV-1)
- PRE-MANUFACTURED BALCONY, ENGINEERED ALUMINUM BALCONY - REFER TO SPECIFICATIONS FOR DELEGATED DESIGN INFORMATION
- PREFINISHED COPING CAP
- METAL TRANSITION TRIM - SEE DETAIL X/A.5XX
- ALUMINUM STOREFRONT SYSTEM - REFER TO SPECIFICATION FOR PRODUCT INFORMATION
- ALUMINUM DOORS WITH 10" BOTTOM STILE - REFER TO DOOR SCHEDULE
- ALUMINUM CURTAIN WALL W/ SPANDRAL PANELS- REFER TO SPECIFICATION FOR DELEGATED DESIGN REQUIREMENTS.
- FIBERGLASS WINDOW/SLIDING DOOR - WHITE EXTERIOR FRAME
- FIBERGLASS WINDOW/SLIDING DOOR - BLACK EXTERIOR FRAME
- EXPOSED CONCRETE STEM WALL
- HOLLOW METAL DOOR, PAINTED - SEE DOOR SCHEDULE
- FIRE DEPARTMENT CONNECTION - REFER TO SPRINKLER
- MECHANICAL INTAKE/EXHAUST - REFER TO MECHANICAL REFER TO THE SPECIFICATIONS FOR TYPE AND FINISH
- PRE-MANUFACTURED, ENGINEERED ROOF SCREEN SYSTEM WITH METAL PANEL CLADDING - REFER TO SPECIFICATIONS FOR PRODUCT INFORMATION
- 42" H. GUARDRAIL - SEE DETAILS
- 1 HR RATED EXPOSED STEEL STRUCTURE - GALVANIZED AND PAINTED WITH INTUMESCENT COATING. - SEE ASSEMBLY XX
- MASONRY EXPANSION JOINT.
- EXTERIOR LIGHT FIXTURE - REFER TO ELECTRICAL FOR PRODUCT INFORMATION.
- STEEL CANOPY/AWNING
- DRYER EXHAUST VENT - REFER TO SPECIFICATIONS FOR PRODUCT INFORMATION.
- SIGNAGE - PROVIDE ATTACHMENT AND POWER AS REQUIRED.
- COMPOSITE WOOD PANELS
- PERFORATED METAL PANEL
- ELECTRICAL METERS

A. ALIGN

GENERAL NOTES

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- REFER TO A.601 FOR DOOR SCHEDULE.
- REFER TO A.602 FOR ROOM FINISH SCHEDULE.
- ALL CEILING MATERIALS/HEIGHTS ATTACH TO UNDERSIDE OF FLOOR/ROOF STRUCTURE UNLESS NOTED OTHERWISE. CEILING HEIGHTS ARE INDICATED OFF OF ASSOCIATED FLOOR LEVEL.
- ALL INTERIOR WALLS ARE 60A UNLESS NOTED OTHERWISE.
- ALL SITE WORK INDICATED ON THE ARCHITECTURAL DRAWINGS ARE FOR GENERAL REFERENCE ONLY. REFER TO CIVIL DRAWINGS FOR COMPLETE SITE SCOPE AND DETAILING.
- ALL DOORS ARE EITHER CENTERED IN ITS WALL OR LOCATED 4" FROM AN ADJACENT PERPENDICULAR WALL, UNLESS NOTED OTHERWISE

GREEN BAY SHIPYARD NORTH BUILDING 1

239 ARNDT ST. GREEN
BAY WISCONSIN 54301

PRELIMINARY - NOT FOR CONSTRUCTION

2019.40

PRELIMINARY PLAN
PUD APPLICATION
2023.11.15

NO.	REVISION SCHEDULE DESCRIPTION	DATE
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BUILDING
ELEVATIONS

A.201

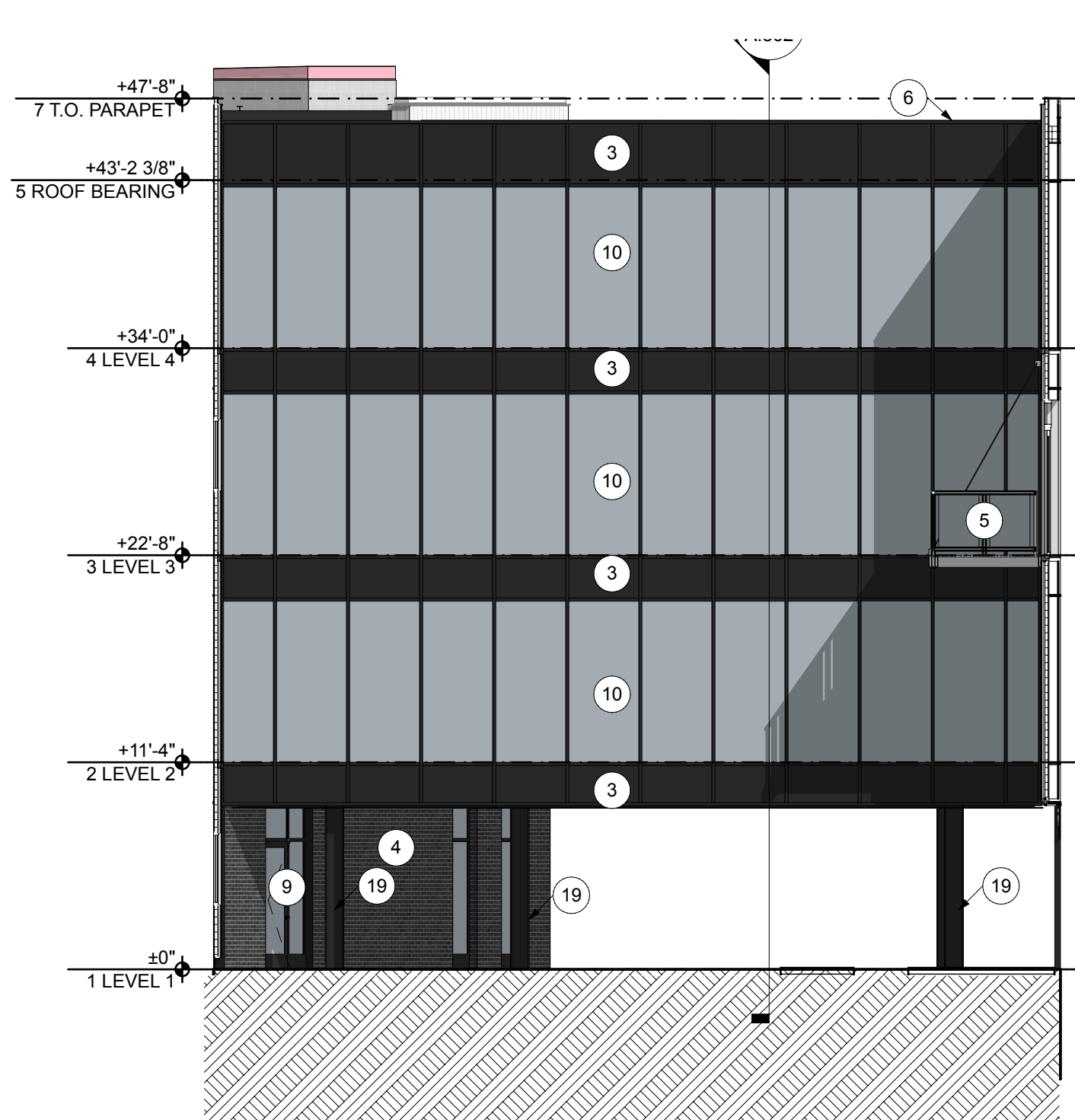
GNITSHOT
ARCHITECTURE
305 EAST COURT AVENUE, DES MOINES, IA 50309
T 515-243-0074



3
A.202

SOUTHEAST ELEVATION

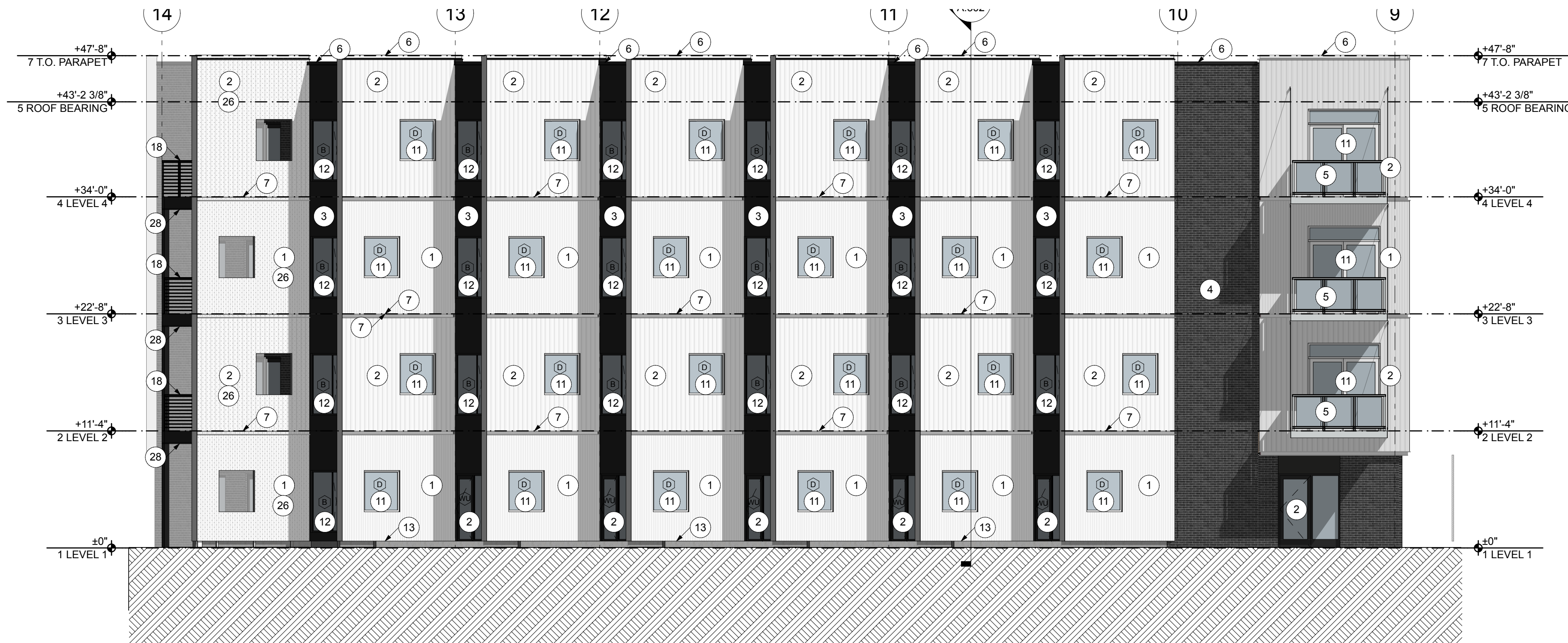
SCALE: 1/8" = 1'-0"



2
A.202

BRIDGE ELEVATION

SCALE: 1/8" = 1'-0"



1
A.202

NORTHWEST ELEVATION

SCALE: 1/8" = 1'-0"

ELEVATION KEYNOTES

- METAL PANEL 1 (MP-1) - WHITE MORIN Z-12
- METAL PANEL 2 (MP-2) - WHITE MORIN W-12
- METAL PANEL 3 (MP-3) - BLACK ACM
- BRICK MASONRY VENEER 1 (MV-1)
- PRE-MANUFACTURED BALCONY, ENGINEERED ALUMINUM BALCONY - REFER TO SPECIFICATIONS FOR DELEGATED DESIGN INFORMATION
- PREFINISHED COPING CAP
- METAL TRANSITION TRIM - SEE DETAIL X/A.5XX
- ALUMINUM STOREFRONT SYSTEM - REFER TO SPECIFICATION FOR PRODUCT INFORMATION
- ALUMINUM DOORS WITH 10" BOTTOM STILE - REFER TO DOOR SCHEDULE
- ALUMINUM CURTAIN WALL W/ SPANDRAL PANELS- REFER TO SPECIFICATION FOR DELEGATED DESIGN REQUIREMENTS.
- FIBERGLASS WINDOW/SLIDING DOOR - WHITE EXTERIOR FRAME
- FIBERGLASS WINDOW/SLIDING DOOR - BLACK EXTERIOR FRAME
- EXPOSED CONCRETE STEM WALL
- HOLLOW METAL DOOR, PAINTED - SEE DOOR SCHEDULE
- FIRE DEPARTMENT CONNECTION - REFER TO SPRINKLER
- MECHANICAL INTAKE/EXHAUST - REFER TO MECHANICAL REFER TO THE SPECIFICATIONS FOR TYPE AND FINISH
- PRE-MANUFACTURED, ENGINEERED ROOF SCREEN SYSTEM WITH METAL PANEL CLADDING - REFER TO SPECIFICATIONS FOR PRODUCT INFORMATION
- 42" H. GUARDRAIL - SEE DETAILS
- 1 HR RATED EXPOSED STEEL STRUCTURE - GALVANIZED AND PAINTED WITH INTUMESCENT COATING. - SEE ASSEMBLY XX
- MASONRY EXPANSION JOINT.
- EXTERIOR LIGHT FIXTURE - REFER TO ELECTRICAL FOR PRODUCT INFORMATION.
- STEEL CANOPY/AWNING
- DRYER EXHAUST VENT - REFER TO SPECIFICATIONS FOR PRODUCT INFORMATION.
- SIGNAGE - PROVIDE ATTACHMENT AND POWER AS REQUIRED.
- COMPOSITE WOOD PANELS
- PERFORATED METAL PANEL
- ELECTRICAL METERS

A. ALIGN

GENERAL NOTES

- ARCHITECTURAL 0'-0" = 000.00 CIVIL FFE OF LOBBY.
- INTERIOR DIMENSIONS ARE TO FACE OF STUD (ONE SIDE) OF DEMISING + CORRIDOR WALLS UNLESS NOTED OTHERWISE AND CENTERLINE OF OPENINGS.
- EXTERIOR DIMENSIONS ARE TO EXTERIOR FACE OF STUD, UNLESS NOTED OTHERWISE, AND CENTERLINE OF OPENINGS.
- ALL GWB WALLS AND CEILINGS TO BE PAINTED 'P1' UNLESS NOTED OTHERWISE.
- ALL GWB WALLS TO HAVE RUBBER BASE UNLESS NOTED OTHERWISE.
- KEY SPACES ARE DESCRIBED ON ENLARGED PLAN SHEETS, REFERENCED FROM THE OVERALL FLOOR PLAN.
- REFER TO A.501 FOR HORIZONTAL AND VERTICAL ASSEMBLY INFORMATION.
- REFER TO A.601 FOR WINDOW ELEVATIONS, WINDOW TAGS REFER TO THESE ELEVATIONS.
- REFER TO A.601 FOR DOOR SCHEDULE.
- REFER TO A.602 FOR ROOM FINISH SCHEDULE.
- ALL CEILING MATERIALS/HEIGHTS ATTACH TO UNDERSIDE OF FLOOR/ROOF STRUCTURE UNLESS NOTED OTHERWISE. CEILING HEIGHTS ARE INDICATED OFF OF ASSOCIATED FLOOR LEVEL.
- ALL INTERIOR WALLS ARE 60A UNLESS NOTED OTHERWISE.
- ALL SITE WORK INDICATED ON THE ARCHITECTURAL DRAWINGS ARE FOR GENERAL REFERENCE ONLY. REFER TO CIVIL DRAWINGS FOR COMPLETE SITE SCOPE AND DETAILING.
- ALL DOORS ARE EITHER CENTERED IN ITS WALL OR LOCATED 4" FROM AN ADJACENT PERPENDICULAR WALL, UNLESS NOTED OTHERWISE

GREEN BAY SHIPYARD NORTH BUILDING 1

239 ARNDT ST. GREEN
BAY WISCONSIN 54301

PRELIMINARY - NOT FOR CONSTRUCTION

2019.40

PRELIMINARY PLAN
PUD APPLICATION
2023.11.15

NO.	REVISION SCHEDULE DESCRIPTION	DATE
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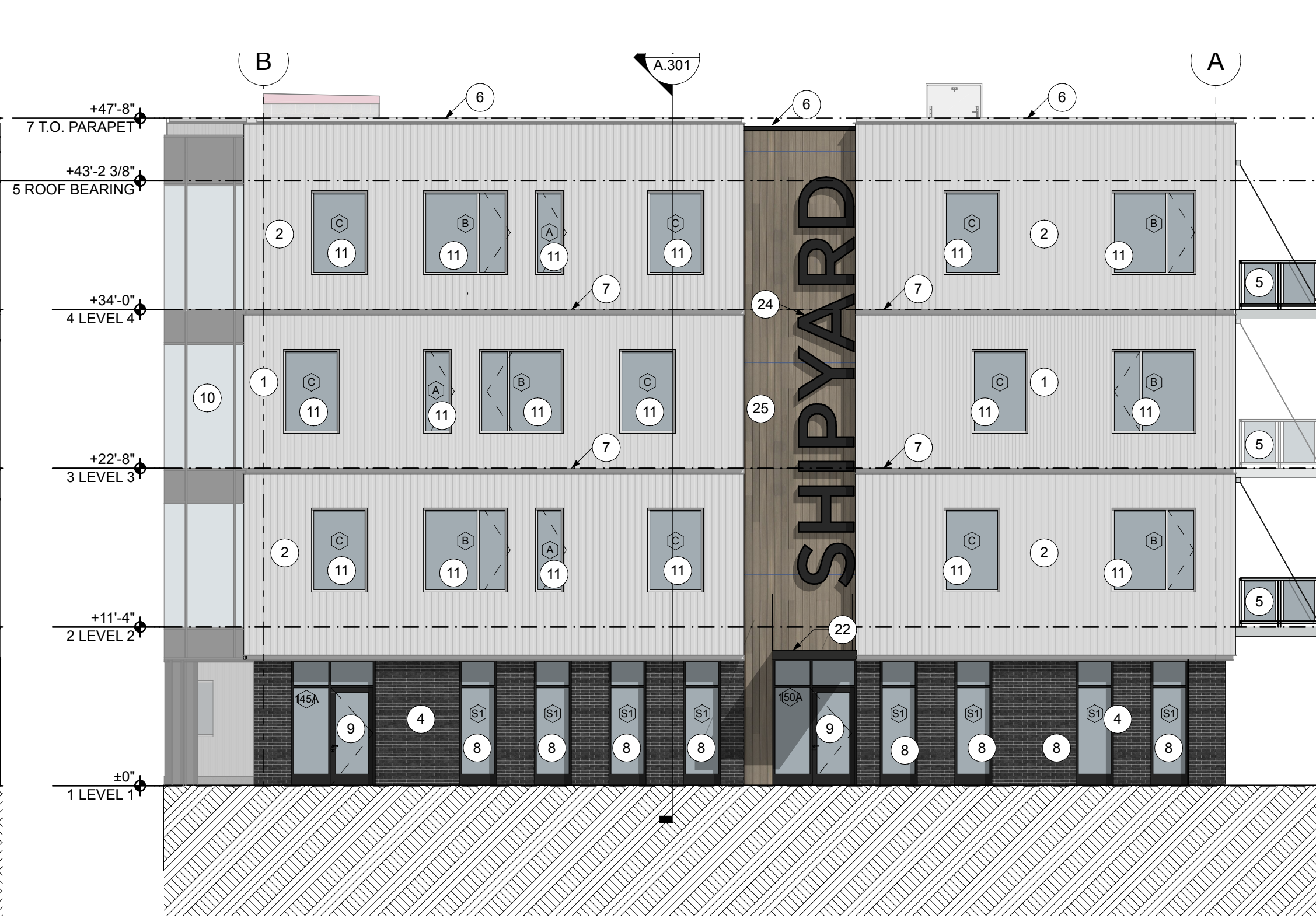
BUILDING
ELEVATIONS

A.202

GNITSHOT
ARCHITECTURE
305 EAST COURT AVENUE, DES MOINES, IA 50309
T 515-243-0074



4
A.203
SOUTHWEST ELEVATION
SCALE: 1/8" = 1'-0"



3
A.203
WEST ELEVATION
SCALE: 1/8" = 1'-0"



2
A.203
NORTHEAST ELEVATION
SCALE: 1/8" = 1'-0"



1
A.203
EAST ELEVATION
SCALE: 1/8" = 1'-0"

ELEVATION KEYNOTES

1. METAL PANEL 1 (MP-1) - WHITE MORIN Z-12
2. METAL PANEL 2 (MP-2) - WHITE MORIN W-12
3. METAL PANEL 3 (MP-3) - BLACK ACM
4. BRICK MASONRY VENEER 1 (MV-1)
5. PRE-MANUFACTURED BALCONY, ENGINEERED ALUMINUM BALCONY - REFER TO SPECIFICATIONS FOR DELEGATED DESIGN INFORMATION
6. PREFINISHED COPING CAP
7. METAL TRANSITION TRIM - SEE DETAIL X/A.5XX
8. ALUMINUM STOREFRONT SYSTEM - REFER TO SPECIFICATION FOR PRODUCT INFORMATION
9. ALUMINUM DOORS WITH 10" BOTTOM STILE - REFER TO DOOR SCHEDULE
10. ALUMINUM CURTAIN WALL W/ SPANDRAL PANELS- REFER TO SPECIFICATION FOR DELEGATED DESIGN REQUIREMENTS.
11. FIBERGLASS WINDOW/SLIDING DOOR - WHITE EXTERIOR FRAME
12. FIBERGLASS WINDOW/SLIDING DOOR - BLACK EXTERIOR FRAME
13. EXPOSED CONCRETE STEM WALL
14. HOLLOW METAL DOOR, PAINTED - SEE DOOR SCHEDULE
15. FIRE DEPARTMENT CONNECTION - REFER TO SPRINKLER
16. MECHANICAL INTAKE/EXHAUST - REFER TO MECHANICAL REFER TO THE SPECIFICATIONS FOR TYPE AND FINISH
17. PRE-MANUFACTURED, ENGINEERED ROOF SCREEN SYSTEM WITH METAL PANEL CLADDING - REFER TO SPECIFICATIONS FOR PRODUCT INFORMATION
18. 42" H. GUARDRAIL - SEE DETAILS
19. 1 HR RATED EXPOSED STEEL STRUCTURE - GALVANIZED AND PAINTED WITH INTUMESCENT COATING. - SEE ASSEMBLY XX
20. MASONRY EXPANSION JOINT.
21. EXTERIOR LIGHT FIXTURE - REFER TO ELECTRICAL FOR PRODUCT INFORMATION.
22. STEEL CANOPY/AWNING
23. DRYER EXHAUST VENT - REFER TO SPECIFICATIONS FOR PRODUCT INFORMATION.
24. SIGNAGE - PROVIDE ATTACHMENT AND POWER AS REQUIRED.
25. COMPOSITE WOOD PANELS
26. PERFORATED METAL PANEL
27. ELECTRICAL METERS

A. ALIGN

GENERAL NOTES

1. ARCHITECTURAL 0'-0" = 000.00 CIVIL FFE OF LOBBY.
2. INTERIOR DIMENSIONS ARE TO FACE OF STUD (ONE SIDE) OF DEMISING + CORRIDOR WALLS UNLESS NOTED OTHERWISE AND CENTERLINE OF OPENINGS.
3. EXTERIOR DIMENSIONS ARE TO EXTERIOR FACE OF STUD, UNLESS NOTED OTHERWISE, AND CENTERLINE OF OPENINGS.
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5. ALL GWB WALLS TO HAVE RUBBER BASE UNLESS NOTED OTHERWISE.
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14. ALL DOORS ARE EITHER CENTERED IN ITS WALL OR LOCATED 4" FROM AN ADJACENT PERPENDICULAR WALL, UNLESS NOTED OTHERWISE

GREEN BAY SHIPYARD NORTH BUILDING 1

239 ARNDT ST. GREEN
BAY WISCONSIN 54301

GNITSHOT
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305 EAST COURT AVENUE, DES MOINES, IA 50309
T 515-243-0074

PRELIMINARY - NOT FOR CONSTRUCTION

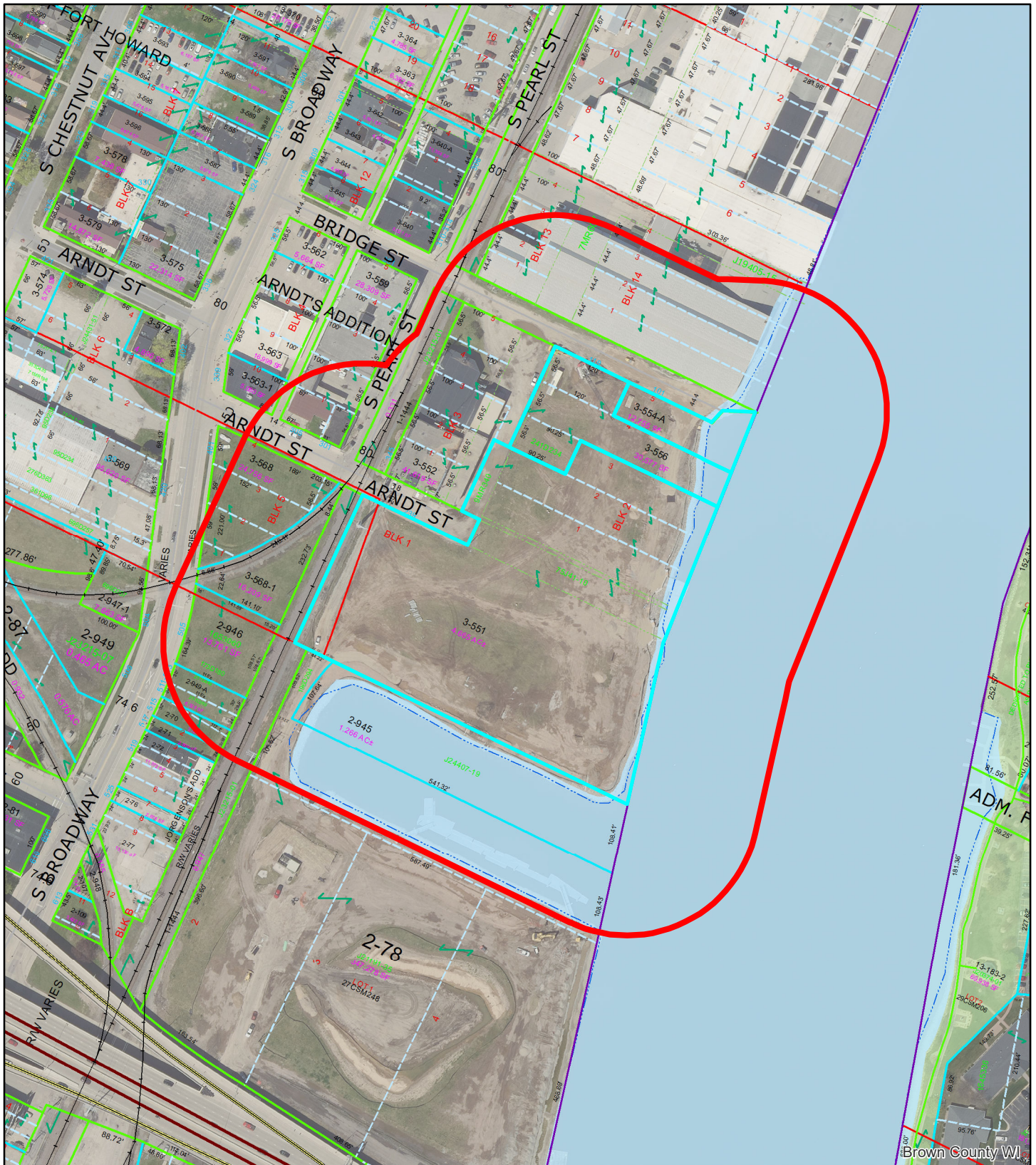
2019.40

PRELIMINARY PLAN
PUD APPLICATION
2023.11.15

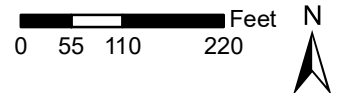
NO.	REVISION SCHEDULE DESCRIPTION	DATE
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BUILDING
ELEVATIONS

A.203



(ZP 23-49) Planned Unit Development 101 & 119 Bridge and 239 Arndt Street



This is a compilation of records and data located in various City of Green Bay offices and is to be used for reference purposes only. The City of Green Bay is not responsible for any inaccuracies or unauthorized use of the information contained within. No warranties are implied. Map prepared by City of Green Bay Department of Community and Economic Development. E.R. 27 Dec 2023 X:\Planning\Basemaps\template_8.5x11.mxd

- 101 & 119 Bridge and 239 Arndt
- 200-foot

ZONING ORDINANCE NO. 21-23

AN ORDINANCE REZONING FRONT 160-FEET OF PROPERTY LOCATED AT 1562 VELP AVENUE FROM GENERAL INDUSTRY (GI) DISTRICT TO HIGHWAY COMMERCIAL (C2) DISTRICT (ZP 23-45)

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

SECTION 1. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property, known as the front 160' of 1562 Velp Avenue, from General Industry (GI) to Highway Commercial (C2):

That part of Lot 58, according to the recorded plat of Fort Howard Military Reserve, in the City of Green Bay, West Side of Fox River, Brown County, Wisconsin, described as follows:

Commencing at the northwest corner of said Lot 58, according to the recorded plat of Fort Howard Military Reserve;

thence S26°-19'-04"W, 505.46 feet, along the west line of said Lot 58;

thence S63°-40'-56"E, 67.00 feet to the east right-of-way line of Military Avenue, and the point of beginning;

thence S26°-19'-04"W, 37.21 feet, along said east right-of-way line of Military Avenue;

thence S19°-42'-38"W, 96.80 feet, continuing along said east right-of-way line of Military Avenue;

thence S70°-17'-22"E, 9.00 feet, continuing along said east right-of-way line of Military Avenue;

thence S19°-42'-38"W, 10.15 feet, continuing along said east right-of-way line of Military Avenue;

thence continuing along said east right-of-way line of Military Avenue, along the arc of a 134.00 foot radius curve to the left, 16.91 feet, said curve having a chord which bears S16°-05'-43"W, 16.90 feet;

thence S16°-59'-21"W, 5.12 feet, continuing along said east right-of-way line of Military Avenue;

thence continuing along said east right-of-way line of Military Avenue, along the arc of a 134.50 foot radius curve to the left, 9.87 feet, said curve having a chord which bears S08°-12'-00"W, 9.87 feet;

thence S01°-07'-30"W, 10.27 feet, continuing along said east right-of-way line of Military Avenue, to the north right-of-way line of Velp Avenue;

thence S43°-17'-52"E, 391.20 feet, along said north right-of-way line of Velp Avenue;

thence continuing along said north right-of-way line of Velp Avenue, along the arc of a 1232.00 foot radius curve to the right, 40.47 feet, said curve having a chord which bears S44°-14'-20"E, 40.47 feet;

thence S43°-17'-52"E, 20.31 feet, continuing along said north right-of-way line of Velp Avenue to the west line of Lot 1 Brown County Certified Survey Map Number 7848, recorded in Volume 54 of Certified Survey Maps Page 133, as Document Number 2391405, (being part of said Lot 58, according to the recorded plat of Fort Howard Military Reserve);

ZONING ORDINANCE NO. 17-22

PAGE 2

thence N25°-50'-32"E, 170.51 feet, along the west line of Lots 1 and 2, said
Certified Survey Map Number 7848;
thence N43°-17'-52"W, 485.39 feet, to the point of beginning.

Parcel affected being part of tax parcel number 6-42-A.

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

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

Dated at Green Bay, Wisconsin, this _____ day of _____, 2024.

APPROVED:

Eric Genrich, Mayor

ATTEST:

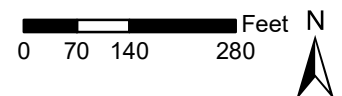
Celestine Jeffreys, Clerk

sh:

Attachment – Location Map

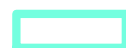


(ZP 23-45) Rezone front 200' of 1526 Velp Avenue from GI to C2



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 Approximate
Rezone Area

 1526 Velp Avenue
 200' Notification Area

ZONING ORDINANCE NO. 28-23

AN ORDINANCE REZONING PROPERTY LOCATED AT 1218, 1212 and 1156 VELP AVENUE FROM GENERAL INDUSTRIAL (GI) DISTRICT TO HIGHWAY COMMERCIAL (C2) DISTRICT (ZP 23-44)

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

SECTION 1. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described property, known as all of 1218 Velp Avenue, the southern 180 feet of 1212 Velp Avenue, and the southern 160 feet of 1156 Velp Avenue, from General Industrial (GI) to Highway Commercial (C2) District:

DESCRIPTION OF REZONING OF 1218 VELP AVENUE (TAX PARCEL NUMBER 18-783)

That part of the Whitney or Laventure Claim, West side of Fox River, City of Green Bay, Brown County, Wisconsin, as described in Brown County Document Number 2350757, also described as follows:

Commencing at the southwest corner of Lot 55, Fort Howard Military Reserve;
thence S64°-02'-58"E, 657.65 feet, along the south line of said Lot 55, Fort Howard Military Reserve;
thence S25°-57'-02"W, 309.08 feet to the northeast corner of said Document Number 2350757, and the point of beginning;
thence S49°-50'-15"W, 125.00 feet along the east line of said Document Number 2350757;
thence S40°-09'-45"E 10.35 feet, continuing along said east line of said Document Number 2350757;
thence S49°-50'-15"W 49.91 feet, continuing along said east line of said Document Number 2350757, to the north right-of-way line of Velp Avenue;
thence N40°-09'-45"W, 208.33 feet, along said north right-of-way line of Velp Avenue;
thence continuing along said north right-of-way line of Velp Avenue, along the arc of a 963.00 foot radius curve to the right, 47.86 feet, said curve having a chord which bears N38°-43'-14"W, 47.86 feet;
thence N37°-17'-48"W, 35.06 feet, continuing along said north right-of-way line of Velp Avenue;
thence continuing along said north right-of-way line of Velp Avenue, along the arc of a 14.00 foot radius curve to the right, 9.64 feet, said curve having a chord which bears N18°-02'-25"W, 9.45 feet, to the east right-of-way line of Rug Road;
thence N50°-07'-28"E, 137.91 feet, along said east right-of-way line of Rug Road;
thence continuing along said east right-of-way line of Rug Road, along the arc of a 48.00 foot radius curve to the left, 35.62 feet, said curve having a chord which bears N80°-13'-39"E, 34.81 feet, to the north line of said Document Number 2350757;

ZONING ORDINANCE NO. 28-23

PAGE 2

thence S40°-15'-37"E, 271.30 feet along said north line of said Document Number 2350757, to the point of beginning.

DESCRIPTION OF REZONING OF PART OF 1212 VELP AVENUE (PART OF TAX PARCEL NUMBER 18-782)

That part of the Whitney or Laventure Claim, West side of Fox River, City of Green Bay, Brown County, Wisconsin, described as follows:

Commencing at the southwest corner of Lot 55, Fort Howard Military Reserve;

thence S64°-02'-58"E, 662.95 feet, along the south line of said Lot 55, Fort Howard Military Reserve;

thence S25°-57'-02"W, 297.11 feet, to the point of beginning;

thence S49°-50'-15"W, 138.09 feet;

thence S40°-09'-45"E, 10.35 feet;

thence S49°-50'-15"W, 42.10 feet, to the north right-of-way line of Velp Avenue;

thence S40°-27'-33"E, 36.17 feet, along said north right-of-way line of Velp Avenue;

thence S40°-09'-45"E, 502.33 feet, continuing along said north right-of-way line of Velp Avenue;

thence N26°-26'-45"E, 196.12 feet;

thence N40°-09'-45"W, 470.98 feet, to the point of beginning.

DESCRIPTION OF REZONING OF PART OF 1156 VELP AVENUE (PART OF TAX PARCEL NUMBER 18-782-E)

That part of the Whitney or Laventure Claim, West side of Fox River, City of Green Bay, Brown County, Wisconsin, described as follows:

Commencing at the southeast corner of Lot 55, Fort Howard Military Reserve;

thence N64°-02'-58"W, 12.31 feet, along the south line of said Lot 55, Fort Howard Military Reserve, to the west right-of-way line of Winford Avenue;

thence S26°-29'-53"W, 613.09 feet, along said west right-of-way line of Winford Avenue to the point of beginning;

thence S26°-29'-53"W, 88.44 feet continuing along said west right-of-way line of Winford Avenue;

thence S48°-41'-53"W, 5.17 feet continuing along said west right-of-way line of Winford Avenue;

thence S26°-30'-02"W, 43.71 feet continuing along said west right-of-way line of Winford Avenue;

thence along the arc of a 24.00 foot radius curve to the right, 47.48 feet, said curve having a chord which bears S83°-10'-44"W, 40.11 feet, to the north right-of-way line of Velp Avenue;

thence N40°-08'-35"W, 195.45 feet, along said north right-of-way line of Velp Avenue;

thence N26°-29'-36"E, 174.29 feet;

thence S40°-08'-35"E, 234.10 feet, to the point of beginning.

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

SECTION 3. This ordinance shall not take effect until a public hearing is held

ZONING ORDINANCE NO. 28-23

PAGE 3

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

Dated at Green Bay, Wisconsin, this _____ day of _____, 2024.

APPROVED:

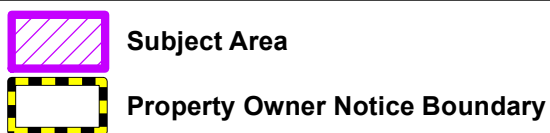
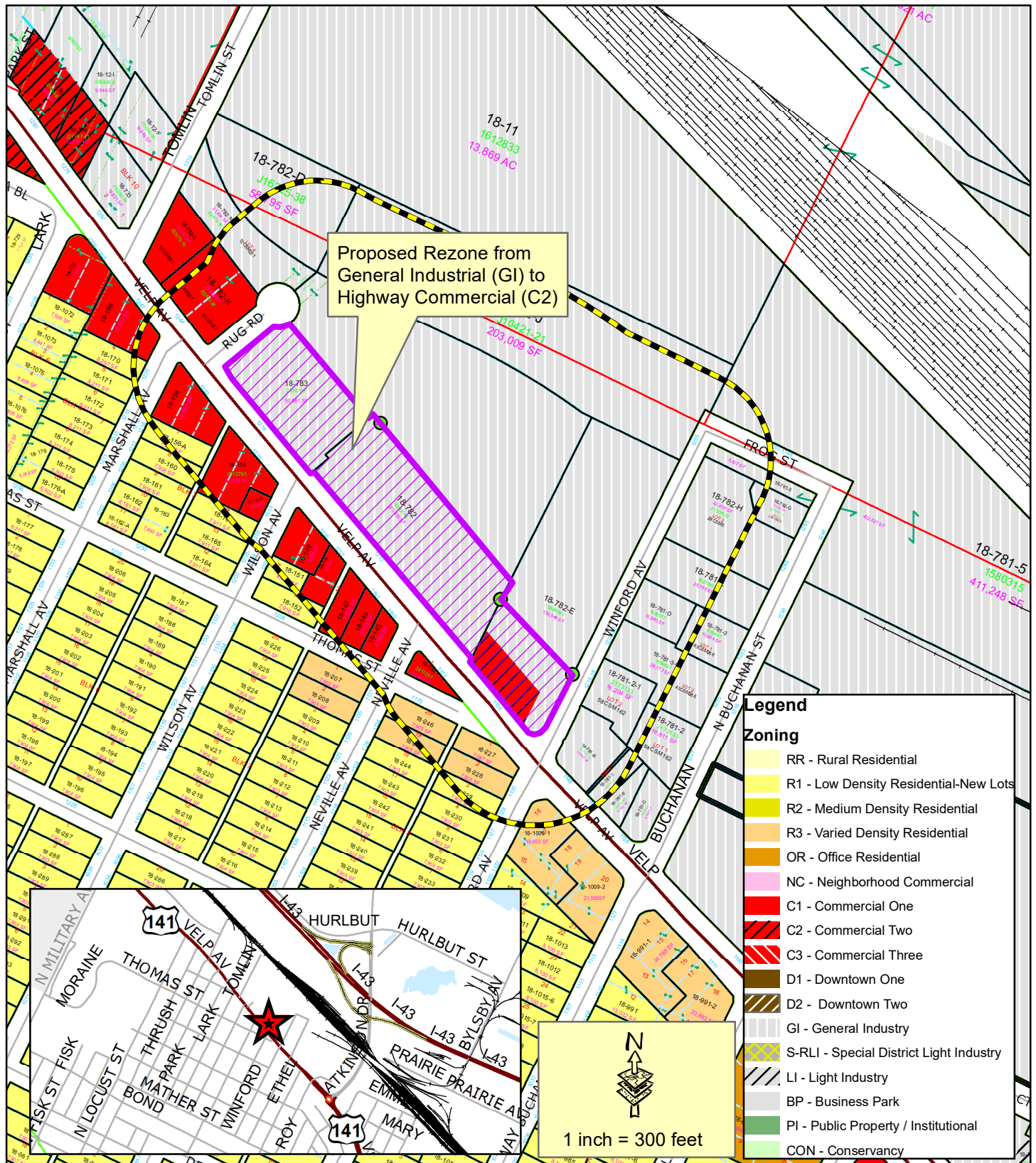
Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

dam:

Attachment – Map



Zoning Petition (ZP 23-44)
Rezone Subject Area
at 1218, 1212, and 1156 Velp Avenue
from
General Industrial (GI) to Highway
Commercial (C2)



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ZONING ORDINANCE NO. 02-24

**AN ORDINANCE REZONING PROPERTY LOCATED AT
1728 DECKNER AVENUE FROM LOW-DENSITY RESIDENTIAL (R1) TO PUBLIC
INSTITUTIONAL (PI) DISTRICT AND 120 S. HENRY STREET FROM VARIED-DENSITY
RESIDENTIAL (R3) TO PUBLIC INSTITUTIONAL (PI) DISTRICT
(ZP 23-51)**

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

SECTION 1. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by rezoning the following described properties, known as 1728 Deckner Avenue from Low-Density Residential (R1) to a Public Institutional (PI) District, and 120 S. Henry Street from Varied-Density Residential (R3) to a Public Institutional (PI) District:

1728 Deckner Avenue (Tax Parcel # 21-2295)

The East 132 feet of Lot Ten (10), according to the recorded Plat of Newberry's Addition Subdivision No. 2, in the City of Green Bay, East Side of Fox River, Brown County, Wisconsin, except part described in Jacket 13514 Records, Image 30, Document Number 1162525 EXCEPTING that part thereof used for road purposes.

120 S. Henry Street (Tax Parcel #21-2294)

Lot Nine (9), according to the recorded Plat of Newberry's Addition to the City of Green Bay, Subdivision No. 2, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin, except that part used for road purposes.

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

SECTION 3. This ordinance shall not take effect until a public hearing is held.

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

Dated at Green Bay, Wisconsin, this _____ day of _____, 2024.

APPROVED:

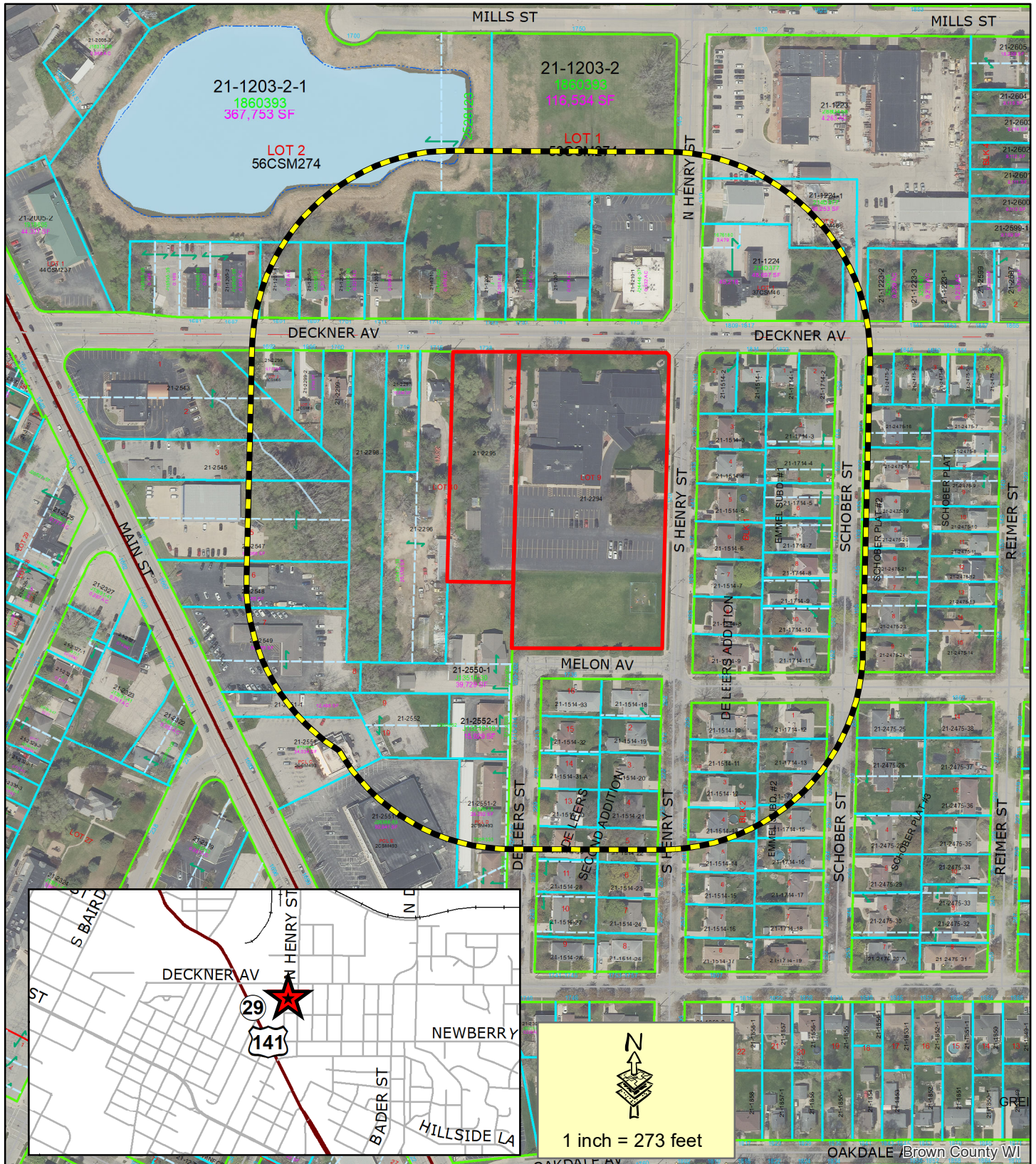
Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

dam:

Attachment – Map



-  Subject Area
-  400' Property Owner Notice

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Zoning Petition (ZP 23-51)
Rezone Subject Area
at 1728 Deckner Avenue and 120 S. Henry
Street from Low Density Residential (R-1) and Varied Residential (R-3) to Public Institutional (PI)



ZONING ORDINANCE NO. 03-24

**AN ORDINANCE ZONING CERTAIN LAND KNOWN AS
SOUTHWEST WOODS SUBDIVISION AS A
PLANNED UNIT DEVELOPMENT DISTRICT
(ZP 23-38)**

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

SECTION 1. Section 44-30, Green Bay Municipal Code, together with the zoning map referred to therein, is hereby amended by establishing a Planned Unit Development District on the following described property (as shown on Exhibit A - Location Map):

2405 W. Mason Street, Parcel number 6H-1109: Lot 2, Certified Survey Map No. 9023, Document No. 2851838; said map being part of Lot 14, Section 29, Township 24 North, Range 20 East, City of Green Bay, West side of Fox River, Brown County, Wisconsin. Area contains 102,087 square feet / 2.344 acres more or less.

0 W. Mason Street, Parcel number 6H-1109-2: Outlot 1, Certified Survey Map No. 9023, Document No. 2851838; said map being part of Lot 14, Section 29, Township 24 North, Range 20 East, City of Green Bay, West side of Fox River, Brown County, Wisconsin. Area contains 104,429 square feet / 2.397 acres more or less.

0 Ninth Street, Parcel number 6H-1089: Part of Lots 7 and 8, Section 28, Township 24 North, Range 20 East, Except Streets and Part of Vacated Street described in Jacket 10917, Image 37 and Except 27539 Image 44, City of Green Bay, West side of Fox River, Brown County, Wisconsin.

Commencing at the Southwest corner of Section 28, Township 24 North, Range 20 East; thence North 0°28'07" West, 1319.89 feet along the West line of said Section 28, to the point of beginning; thence North 1° 09'07" West, 692.59 feet along said West line; thence North 88° 42'50" East, 1169.26 feet along the North line of Lot 7; thence South 1° 16'50" East, 893.50 feet to the North line of Beaver Dam Creek Conservancy Area; thence South 41° 38'48" West, 205.37 feet along said Conservancy; thence 462.67 feet along the arc of a 1659.12 foot radius curve to the right whose long chord bears South 49° 44'04" West, 461.17 feet along said Conservancy; thence North 34° 00'47" West, 179.59 feet; thence 289.27 feet along the arc of a 495.00 foot radius curve to the right whose long chord bears North 17° 14'27" West, 285.18 feet; thence North 0° 28'07" West, 214.66 feet; thence South 88° 52'53" West, 500.00 feet to the point of beginning. Area contains 722,094 square feet / 16.577 acres more or less.

0 Ninth Street, Parcel number 6H-1091: That part of Lots 9 and 10, Section 28 Township 24 North, Range 20 East, Lying Northerly of Beaver Dam Creek Conservancy Area,

EXCEPT Volume 781 of Records Page 471 and EXCEPT Jacket 27639 Image 44, City of Green Bay, West of Fox River, Brown County, Wisconsin.

Commencing at the Southwest corner of Section 28, Township 24 North, Range 20 East; thence North 0°28'07" West, 1319.89 feet along the West line of said Section 28, to the point of beginning; thence North 1° 09'07" West, 692.59 feet along said West line; thence North 88° 42'50" East, 1169.26 feet along the North line of Lot 7; thence South 1° 16'50" East, 893.50 feet to the North line of Beaver Dam Creek Conservancy Area; thence South 41° 38'48" West, 205.37 feet along said Conservancy; thence 462.67 feet along the arc of a 1659.12 foot radius curve to the right whose long chord bears South 49° 44'04" West, 461.17 feet along said Conservancy; thence North 34° 00'47" West, 179.59 feet; thence 289.27 feet along the arc of a 495.00 foot radius curve to the right whose long chord bears North 17° 14'27" West, 285.18 feet; thence North 0° 28'07" West, 214.66 feet; thence South 88° 52'53" West, 500.00 feet to the point of beginning. area contains 307,315 square feet / 7.055 acres more or less.

SECTION 2. Pursuant to Chapter 44, Article XX, Green Bay Municipal Code, as it applies, the following conditions are imposed:

- A. PURPOSE AND INTENT. The Planned Unit Development (PUD) is being utilized to permit the development of an innovative new low-density residential subdivision that includes a mix of small lot single-family home lots and a group of two-family townhomes housing types. The PUD also includes a significant expansion of Beaver Dam Park. This project will incorporate five primary elements:
1. Commercial redevelopment opportunity consisting of lot reconfiguration on the existing commercial property at 2405 W Mason St. helping to facilitate a shift from the existing light industrial uses to commercial use.
 2. Townhome development block consisting of four two-unit multi-story townhomes directly accessing Hinkle Street, as extended.
 3. A small lot single-family subdivision consisting of seven single-family parcels situated around a new cul-de-sac (Southwest Vie Ct) that connects to Hinkle Street, as extended.
 4. Park expansion of Beaver Dam Park through the dedication of approximately 20 acres of land area to the west of Hinkle Street, as extended and north and east of the existing Beaver Dam Park.
 5. Future development area of approximately 4.5 acres along the east side of Hinkle Street directly across from the single-family subdivision. It is currently unknown what type of development will be proposed for this area so it shall be treated as a low-density detached single-family subdivision are however it is expected that the PUD will need to be amended to facilitate the future development.
- B. DEVELOPMENT AREAS. The approximately 27.5 acres of the project area can be broken into a public community asset site, commercial

redevelopment site, two residential development areas, and future development area as illustrated in Exhibit B – Development Areas. Each development area will have distinct permitted uses and other land-use/dimensional regulations as outlined within this PUD.

C. LAND-USE. The principal and accessory land uses which may be established and/or maintained on the subject property are as follows:

1. Commercial Redevelopment Site. Permitted and conditional uses within the commercial redevelopment site as identified in Exhibit B – Development Areas are those identified within Green Bay Municipal Code, Chapter 44, Article VIII – Commercial Districts as a General Commercial (C-1) District.
2. Townhome development block. The following uses shall be permitted within the townhome development block as identified in Exhibit B – Development Areas:
 - a. Single-family attached dwellings, townhouses.
 - b. Two-Family dwellings, semi-detached.
 - c. Live-work units.
 - d. Short-term rentals.
 - e. Community living arrangements serving 4-8 persons.
 - f. Family daycare homes, serving 8 or fewer children.
4. Single-family subdivision. The following uses shall be permitted within single-family subdivision as identified in Exhibit B – Development Areas:
 - a. Single-family detached dwellings.
 - b. Live-work unit.
 - c. Short-term rentals.
 - d. Community living arrangements serving 4-8 persons.
 - e. Family daycare home, serving 8 or fewer children.
6. Beaver Dam Park Expansion. Permitted and conditional uses within the park expansion area are those identified within Green Bay Municipal Code, Chapter 44, Article X – Public Institutional District (PI) as identified in Exhibit B – Development Areas.
7. Future Development Area. The following uses shall be permitted within the area set aside for future development as identified in Exhibit B – Development Areas:
 - a. Single-family detached dwellings.
 - b. Live-work unit.
 - c. Short-term rentals.
 - d. Community living arrangements serving 4-8 persons.
 - e. Family daycare home, serving 8 or fewer children.

D. DIMENSIONAL AND AREA REQUIREMENTS. Dimensional and area requirements shall meet the following regulations:

1. Lot Width and Area. The minimum lot width and lot area shall be regulated by use.
 - a. Commercial uses: minimum lot width of 100 feet with minimum lot area of 10,000 square feet.
 - b. Single or two-family, attached dwellings/townhomes: minimum lot width of 35 feet per unit with minimum lot area of 6,000 square feet per unit.
 - i. Exception for proposed Lot 8, which is permitted to have a minimum frontage of 20 feet.
 - c. Single-family dwellings, detached: minimum lot width of 43 feet with minimum lot area of 5,700 square feet.
 - d. Park Expansion: minimum lot width of 80 feet with minimum lot area of 10,000 square feet.
 - e. Future development Area: Lot width and area shall be regulated as set forth in this PUD as the detached single-family dwelling use in Section 2.D.1.c, above.
2. Setbacks. Setbacks are established by Development Area and uses, as depicted in Exhibit B - Development Areas.
 - a. Commercial Redevelopment Site
 - (1) Front yard setback (along W Mason St and Hinkle St extended): There shall be no minimum setback required for yards fronting the public right-of-way however each frontage that does not provide a minimum of 10 feet of setback shall provide aesthetic treatment the entire length of the street frontage as regulated in subsection 2.I of this ordinance.
 - (2) Rear yard setback (west property line): Minimum rear yard setback is fifteen (15) feet.
 - (3) Side yard setback, (south property line): There shall be no minimum setback required for the south side yard however the entire length of the south property line will include a minimum of a 6-foot-tall solid fence or wall made of masonry, vinyl, painted wood or other material deemed appropriate by the Zoning Administrator.
 - (3) Accessory structures: Accessory structures shall not be permitted between the principal structure's façade and any public right-of-way.
 - b. Townhome Development Block
 - (1) Front yard setback: Minimum setback required for yards fronting the public right-of-way is 25 feet.
 - (2) Rear yard setback: Minimum rear yard setback is 25 feet.
 - (3) Side yard setback: Minimum side yard setback is 5 feet.

- i. Side yard setbacks shall apply only to the ends of single-family attached dwellings.
 - ii. There shall be provided a “no-build” and “access easement” within the 5-foot setback to provide for the maintenance of the structures.
- (4) Accessory structures: Accessory structures shall not be permitted between the principal structures façade and the public right-of-way. Minimum rear and side yard setbacks is 2.5 feet.
- c. Single-Family Subdivision
 - (1) Front yard setback: Minimum setback required for yards fronting the public right-of-way is 12 feet.
 - (2) Rear yard setback: Minimum rear yard setback is 10 feet. Additionally, lots with double frontage on Southwest Vie Ct and Hinkle Street shall provide buffer/screening element the entire length of their lots individual Hinkle street frontage as regulated in subsection 2.I of this ordinance.
 - (3) Side yard setback: Minimum side yard setback is 6 feet.
 - i. There shall be provided a “no-build” and “access easement” within the 5-foot setback to provide for the maintenance of the structures.
 - (5) Setbacks for accessory structures: Accessory structures shall not be permitted between the principal structure’s façade and the public right-of-way. Minimum rear yard setback is 4 feet and minimum side yard setbacks is 2.5 feet.
- d. Beaver Dam Park Expansion. Setbacks within the park expansion area are those identified within Green Bay Municipal Code, Chapter 44, Article X – Public Institutional District (PI).
- e. Future Development Area. Setbacks within the future development area are regulated as set forth in this PUD as the detached single-family dwelling use in Section 2.D.2.c, above.
- 3. Height. Maximum building heights shall be regulated by use.
 - a. Structures associated with commercial uses: maximum height is 40 feet or 3 stories, whichever is less.
 - b. Single-family dwellings: maximum height is 35 feet or 2.5 stories, whichever is less.
 - c. Single or two-family, attached dwellings/townhomes: maximum height is 40 feet or 3 stories, whichever is less.
 - d. Structures associated with park uses: maximum height is 40 feet or 3 stories, whichever is less.
- 4. Impervious Surface. Maximum impervious surface coverage shall be regulated by use.
 - a. Commercial redevelopment area: maximum impervious surface including all buildings, drives, walks, etc. is 80% of lot area.

- b. Single-family dwellings: maximum impervious surface including all buildings, drives, walks, etc. is 60% of lot area.
- c. Single or two-family, attached dwellings/townhomes: maximum impervious surface including all buildings, drives, walks, etc. is 70% of lot area.
- d. Park expansion area: maximum impervious surface including all buildings, drives, walks, etc. is 50% of lot area.

E. STORM WATER MANAGEMENT AND GRADING PLAN. A storm water management and grading plan meeting the standards established by the Department of Public Works, Brown County, and the State of Wisconsin shall be submitted to and approved by the City prior to the issuance of building permits.

- 1. The storm water management and grading plan shall be comprehensive and take into account expected build-out of the entire PUD area as depicted on Exhibit A – Location Map.
 - a. With approval of the Department of Public Works, this requirement may be adjusted to address only storm water management needs of the specific Development Area for which development is proposed, as depicted on Exhibit B – Development Areas.
- 2. Stormwater management facilities should function not only as a utility but also as an integral site amenity.
 - a. Green infrastructure and sustainable stormwater management practices are encouraged to be utilized throughout the site.
 - b. Traditional stormwater facilities shall be designed with landscaping providing human-scale interest and incorporating native plant species where possible.

F. SIGNAGE. Signage throughout the PUD area shall be regulated as follows:

- 1. Signage for Commercial Redevelopment site shall be regulated as the General Commercial (C1) District per the Green Bay Municipal Code, Chapter 30, Article II.
- 2. Signage for single-family dwellings, detached and Single or two-family, attached dwellings/townhomes shall be regulated as the R-1 Low Density District per the Green Bay Municipal Code, Chapter 30, Article II.
- 3. Signage for the park expansion area shall be regulated as the Public Institutional (PI) District per the Green Bay Municipal Code, Chapter 30, Article II

G. REFUSE AND MECHANICALS. Screening of refuse material containers and mechanical equipment throughout the PUD area shall meet the standards as set forth within the Green Bay Municipal Code, Chapter 44,

Article XIX, Division 3, Section 44-1917.

- H. ACCESS AND PARKING. Parking requirements shall be regulated by use:
1. Commercial Redevelopment: regulated by specific use per the Green Bay Municipal Code, Chapter 44, Article VIII.
 2. Single-family dwellings, detached and single or two-family, attached dwellings/townhomes: two (2) spaces per dwelling unit, of which one (1) space per unit must be an enclosed (garage) space.
 3. Park expansion area: To be determined by Zoning Administrator based on a parking study.
- H. LIGHTING. Lighting throughout the PUD area shall meet the standards as set forth within the Green Bay Municipal Code, Chapter 44, Article V, Division 8.
- I. LANDSCAPING. Landscaping throughout the PUD area shall meet the standards as set forth within the Green Bay Municipal Code, Chapter 44, Article XIX, Division 5 with the following additions:
1. Detached single-family dwelling lots that are fronted on both Southwest Vie Ct and Hinkle St shall include buffer/screening in the form of a berm of no less than 3 feet high with vegetation that will grow to a minimum of 5 feet in height and be 90% impervious to site when matured. Said buffer/screening shall be maintained in perpetuity. Fences shall not be permitted adjacent the Hinkle Street right-of-way.
 2. In lieu of setbacks and in an effort to establish a street frontage separation and aesthetic pleasing commercial environment, the Commercial Redevelopment Site shall include a low-level decorative street treatment along all street frontages such as a decorative wrought iron fence, masonry wall, hedge row, etc. found to be acceptable to the Zoning Administrator.
- J. ACCESS AND CIRCULATION. Access and circulation for automobile and pedestrian traffic shall be established in substantial conformity with Exhibit C – Circulation Plan.
1. Roadway area identified as “Southwest Vie Court” shall be dedicated to the public and shall include trail system or carriage walk (walk immediately adjacent the roadway surface) that provides access to each home site.
 2. Roadway areas identified as “Hinkle Street” shall be dedicated to the public as street right-of-way and shall include sidewalk connection on at least one side of the roadway and connect the West Mason Street Frontage Road to Hinkle Street.

SECTION 3. The provisions of this ordinance, including, without limitation, the

granting of a conditional use permit and all obligations, conditions, restrictions, and limitations related thereto shall run with and be jointly and severally binding upon the fee simple owner and the beneficial owner of all or any portion of the subject property. All obligations, requirements, and rights of the owner shall run with the land and shall automatically be assigned to be binding upon and inure to the benefit of its successors and assigns, including, but not limited to, any entity acquiring any financial interest in the subject property and/or any subsequent owner and/or beneficial owner of all or any portion of the subject property.

SECTION 4. Each exhibit which is attached to this ordinance is deemed to be and is expressly made a part of and incorporated into this ordinance to the same extent as if each such exhibit, and the plans identified therein, had been set forth in its entirety in the body of this ordinance.

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

SECTION 6. In addition to all other remedies available to the City of Green Bay, the City may decline to issue any building or other permits otherwise required by any ordinance of this City while any violation of this ordinance remains uncured.

SECTION 7. If any provision in this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such a decision shall not affect the validity of any other provision of this ordinance. It is hereby declared to be the intention of the City of Green Bay that all provisions of this ordinance are separable.

SECTION 8. This ordinance shall not take effect until a public hearing is held thereon as provided by Chapter 44, Article II, Division 2, Section 44-82 Zoning Amendments, Green Bay Municipal Code, and the adoption and publication of this ordinance.

Dated at Green Bay, Wisconsin, this _____ day of _____, 2024.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, City Clerk

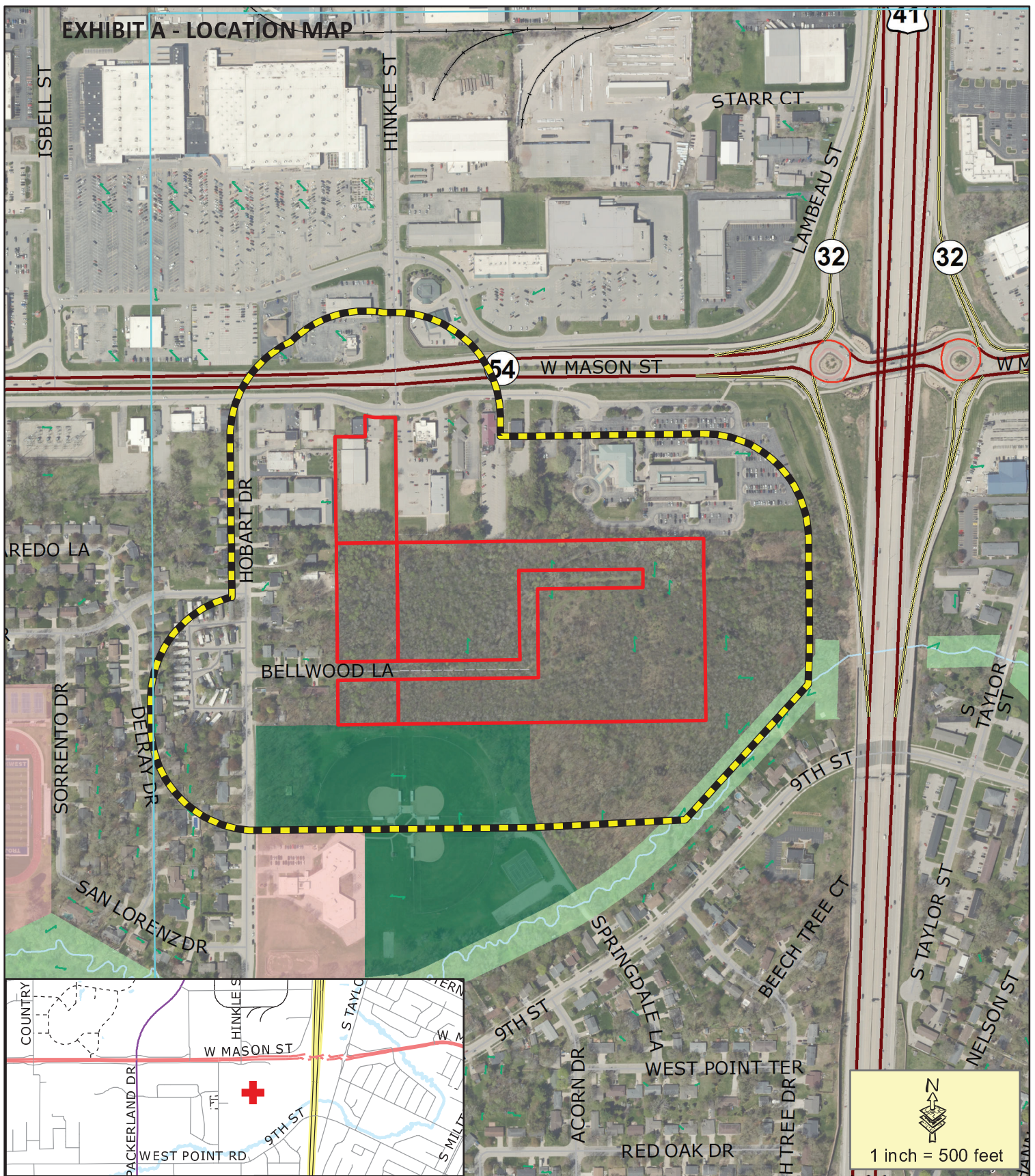
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Attachments:

Exhibit A - Location Map

Exhibit B - Development Areas

Exhibit C – Circulation Plan



- Proposed PUD
- 400' Property Notice Area

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

Zoning Petition (ZP 23-38)

Proposed PUD including and south of the intersection of West Mason St and Hinkle Rd



**EXHIBIT B –
DEVELOPMENT
AREAS**



**TOWNHOME
DEVELOPMENT**

**SINGLE-FAMILY
SUBDIVISION**

**COMMERCIAL
REDEVELOPMENT
SITE**

**FUTURE
DEVELOPMENT
AREA**

**Park Expansion Area
*continues west & South**

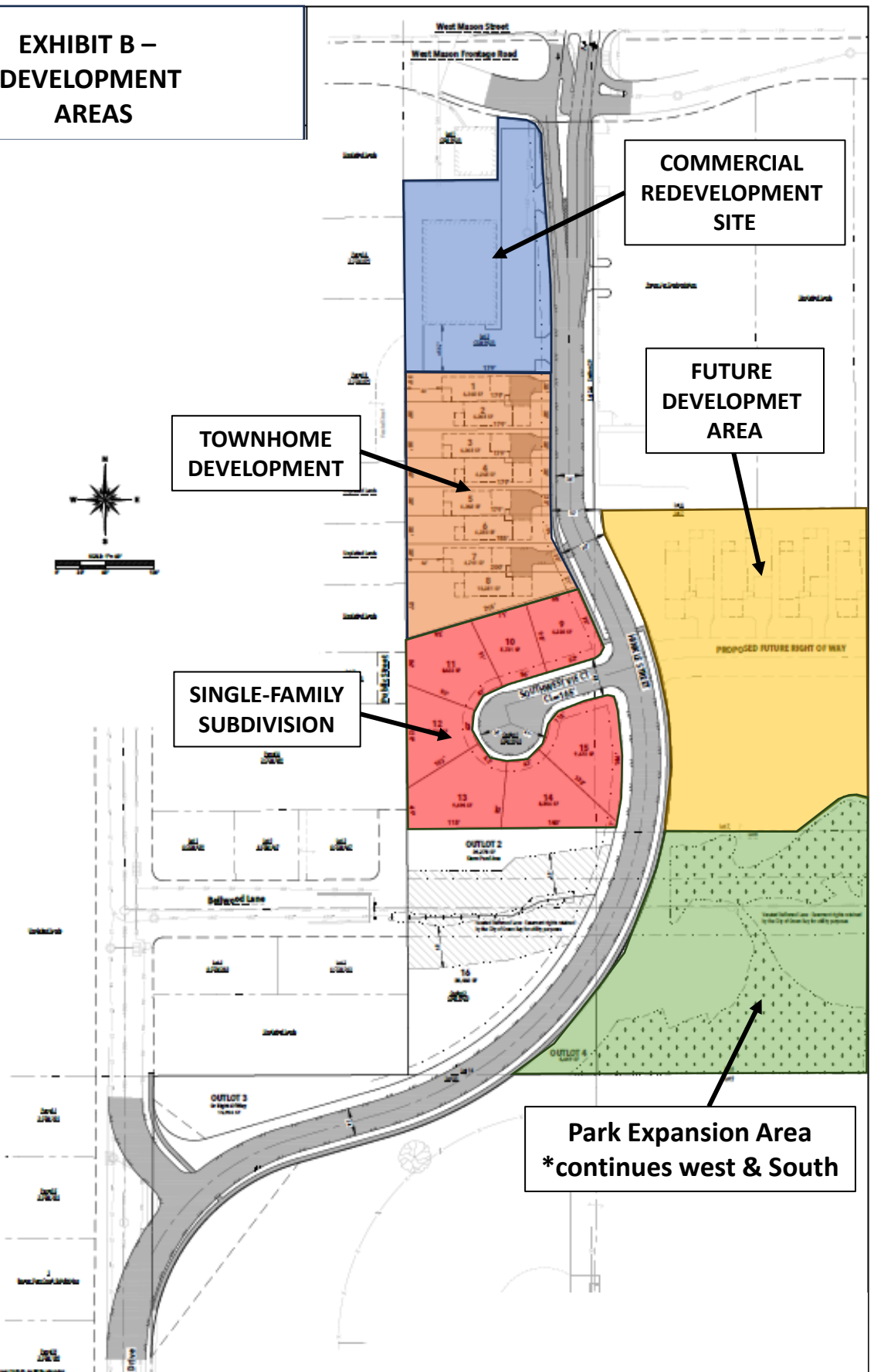
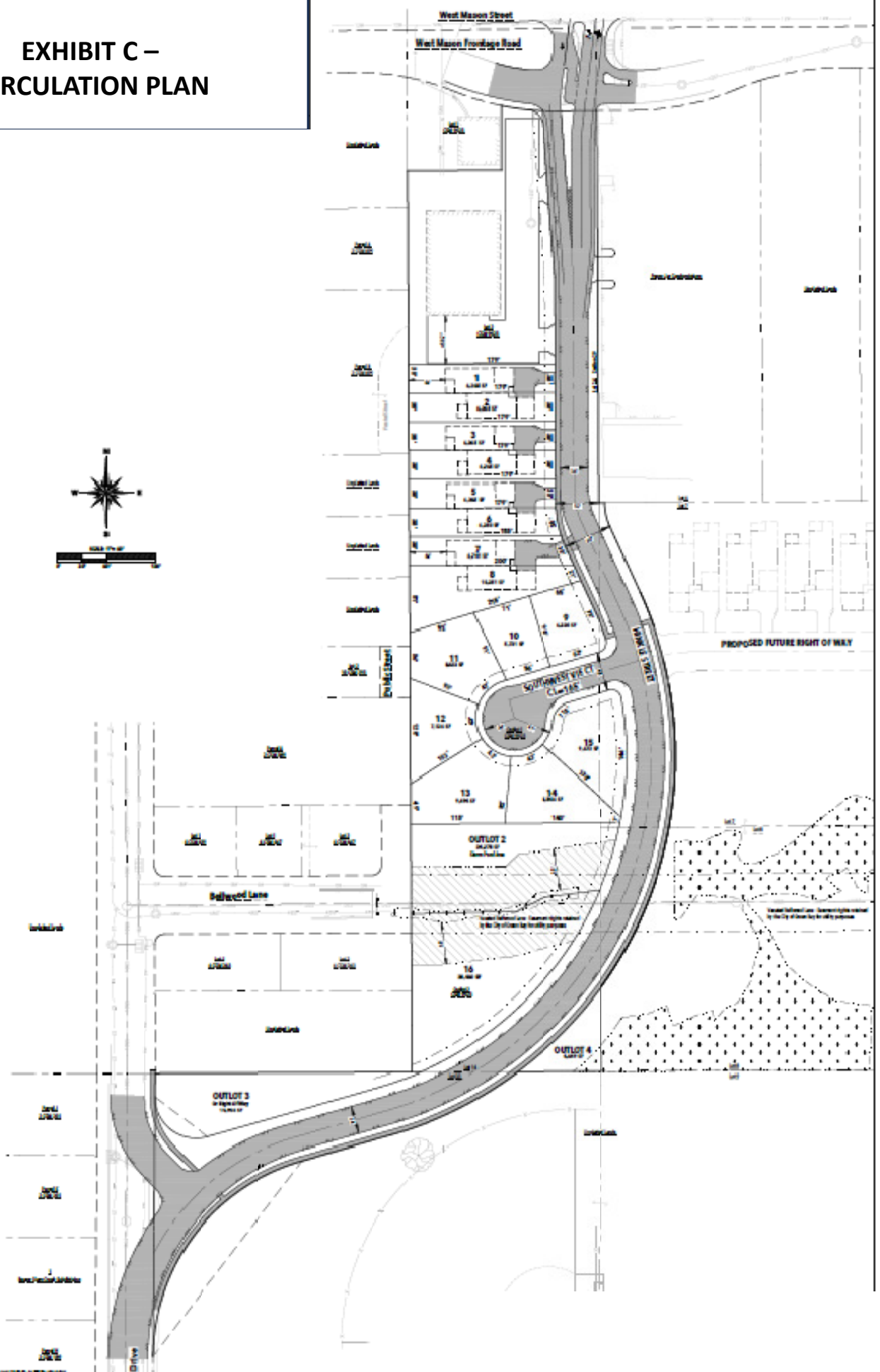
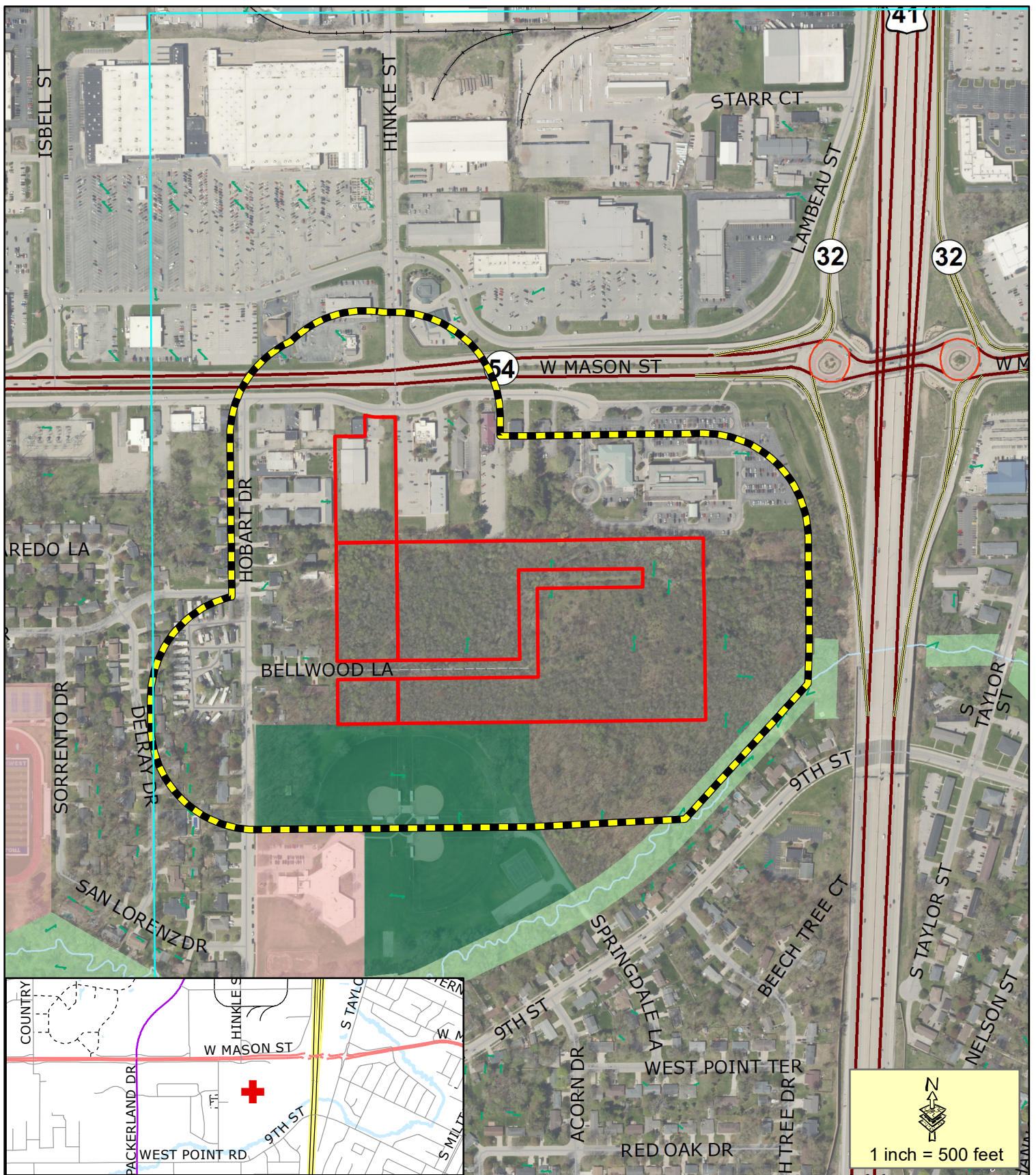


EXHIBIT C – CIRCULATION PLAN





- Proposed PUD
- 400' Property Notice Area

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Map prepared by DB

Zoning Petition (ZP 23-38)

Proposed PUD including and south of the intersection of West Mason St and Hinkle Rd





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

MEETING DATE

February 6, 2024

PREPARED BY

AGENDA ITEM # K.6

General Ordinance 01-24

An ordinance creating Section 26-22, Green Bay Municipal Code, relating to reckless driving.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Draft G.O. 01-24 Relating to Reckless Driving

GENERAL ORDINANCE NO. 01-24

AN ORDINANCE CREATING SECTION 26-22,
GREEN BAY MUNICIPAL CODE,
RELATING TO RECKLESS DRIVING

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

SECTION 1. Section 26-22, Green Bay Municipal Code, is hereby created to read:

Sec. 26-22. Impounding vehicles used in reckless driving offenses.

- (a) *Authority.* Under the authority of Wis. Stats. § 349.115, law enforcement officers may impound any vehicle used in the commission of reckless driving, as defined under Wis. Stats. § 346.62.
- (b) *Requirements.* The Green Bay Police Department may impound a vehicle used in the commission of reckless driving in violation of Wis. Stats. § 346.62 at the time of issuing a citation for said violation provided that the person cited meets all of the following conditions:
 - (1) The person is the owner of the vehicle.
 - (2) The person has a prior conviction for reckless driving in violation of Wis. Stats. § 346.62.
 - (3) The person has not fully paid the forfeiture for said prior conviction.
- (c) *Recovery of impounded vehicle.* Any vehicle impounded under subsection (b) may remain impounded until the person fully pays the prior forfeiture amount and the reasonable costs of impounding the vehicle, including towing or other transportation and storage costs. Upon payment of both amounts, the City shall return the impounded vehicle to its owner.
- (d) *Disposal of impounded vehicle.* If a vehicle impounded under subsection (b) remains unclaimed for more than 90 days after the disposition of the citation for which the vehicle was impounded, the City may dispose of said vehicle in accordance with Wis. Stats. § 342.40.

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

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

Dated at Green Bay, Wisconsin, this _____ day of _____, 2024.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

01/16/2024
LAW



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

MEETING DATE

February 6, 2024

PREPARED BY

AGENDA ITEM # L.1

To receive and place on file the request by Ald. Brunette, on behalf of residents on Country Club Road, regarding the plan to include sidewalks on the upcoming Country Club Road reconstruction project (held from the August 16, 2023 and October 25, 2023 Improvement & Services Committee meetings).

BACKGROUND

Country Club Road from West Mason Street to Indian Hill Road was last reconstructed in 1985. The pavement is in poor condition and is in need of reconstruction. To this end, DPW staff applied to the Brown County Plan Commission and Wisconsin Department of Transportation (WisDOT) to have this project included in the State Transportation Improvement Program for Local Projects. The project was selected for funding, and in June 2020, Common Council approved a State/Municipal Agreement (SMA) between the City and WisDOT for the reconstruction of Country Club Road. As part of the SMA, the City agrees to follow State and Federal design criteria. Both the State of Wisconsin and Federal Highway Administration (FHWA) require the design of complete streets for local roads. Complete streets require the installation of bicycle and pedestrian accommodation as part of the road reconstruction. Sidewalks have been included to the extent practicable along this design segment.

At the August 16, 2023 Improvement & Services Committee meeting, staff was directed to prepare a letter and resolution for Common Council approval to request WisDOT to revisit the requirements for sidewalk on this project. A draft letter and resolution were submitted to the Improvement & Services Committee on October 25, 2023, and approved by Common Council on November 7, 2023. Copies of the letter and resolution are included in the packet. Staff received a response from WisDOT, dated December 19, 2023, requiring sidewalk to be installed in accordance with the proposed plan. A copy of this correspondence is also included in the packet.

RECOMMENDATION

To include sidewalks on both sides of Country Club Road consistent with the plans prepared by the City's consultant and to receive and place on file the request by Ald. Brunette, on behalf of residents on Country Club Road, regarding the plan to include sidewalks on the upcoming Country Club Road reconstruction project.

FISCAL IMPACT

ATTACHMENTS

1. 49870274_SW response
2. City of GB letter_SW request

**WisDOT Division of Transportation System
Development**
Northeast Region
944 Vanderperren Way
Green Bay, WI 54304

**Governor Tony Evers
Secretary Craig Thompson**
wisconsindot.gov
Telephone: (920)492-5643
FAX: (920)492-5640
Email: ner.dtsd@dot.wi.gov



December 19, 2023

City of Green Bay, Public Works Department
100 North Jefferson Street – Room 300
Green Bay, Wisconsin 54301-5026

Subject: Country Club Road sidewalk re-evaluation request
Project ID 4987-02-74
Project location: Country Club Road, Mason St Frontage Rd to Indian Hill Drive

Dear Mr. Greiner,

Thank you for your letter and resolution from the City of Green Bay.

This project received federal funding, approved in the STP-Urban 2020-2025 program, and with the federal funding there is a requirement to include pedestrian accommodations to the greatest extent practicable.

Federal Highway Administration (FHWA) policy requires the inclusion of bicycle and pedestrian accommodation on all modernization projects, with three exceptions:

1. Bicyclists and pedestrians are prohibited by law from using the roadway.
2. The cost of establishing bikeways would be excessively disproportionate to the need or probable use.
Excessively disproportionate is defined by FHWA and state statutes as bicycle and pedestrian facilities together exceeding 20 percent of the cost of the larger transportation project.
3. Sparsity of population or other factors indicate an absence of need.

The design team, including the City of Green Bay, City of Green Bay's design consultant and WisDOT, has worked with the Green Bay MPO to balance all user needs on this corridor and to reduce sidewalk to the extent possible while still complying with federal requirements. These parties collaborated on the omission of sidewalk on the west side of Country Club Road from Antler Trail to Indian Hill Drive. Any further removal of pedestrian accommodations would not comply with FHWA requirements.

Project selection for the STP-Urban program is highly competitive in TMA areas. In the 2020-2025 STP-Urban program, the Green Bay TMA received eleven project applications for infrastructure projects and only four received funding. Applications are typically scored very closely, and bicycle and pedestrian facilities are an important factor in the grading of STP-Urban project applications. Inclusion of sidewalk facilities in the project application aided the Country Club Road project in being awarded funding for the 2020-2025 STP-Urban cycle for the Green Bay TMA.

Sincerely,

A handwritten signature in cursive script that reads "Brian A. Edwards".

Brian A. Edwards, P.E.
WisDOT Project Development Supervisor



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

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

November 9, 2023

Wisconsin Department of Transportation
Northeast Region Office
Attn: Mr. Scott Nelson, Maintenance Supervisor
944 Vanderperren Way
Green Bay, WI 54304

Dear Mr. Nelson:

As I am sure you are aware, the City and WisDOT have been working together on a STBG-funded project for the reconstruction of Country Club Road in the City of Green Bay, WisDOT Project ID 4987-02-74/75. The City of Green Bay is aware of the requirements identified in the State/Municipal Agreement related to compliance with Federal statutes that govern the STBG program, which include complete streets design.

Residents along the project length have approached the City with a request that WisDOT reconsider the need for sidewalk along the project length. The reasons stated for the request include:

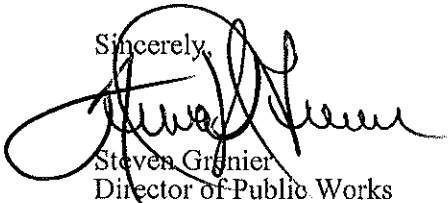
1. Lack of connection for the sidewalks to facilities outside the project area;
2. Lack of observed pedestrian activity within the project area;
3. Narrow terraces resulting from the installation of proposed walk would result in adverse conditions for snow removal to the residents; and
4. Many residents have landscaping, gardens, and/or fences within the public right-of-way that have existed for many years that would be adversely impacted by the installation of the proposed walk.

The Common Council of the City of Green Bay has adopted a resolution, attached to this letter, respectfully requesting that WisDOT re-evaluate the need for sidewalks along the project length. The request has multiple options, identified below in priority order:

1. If sidewalks must be included in the project, sidewalks on the east side of Country Club Road only;
or
2. If sidewalks must be included on both sides of Country Club Road, that the sidewalk width on the west side of Country Club be reduced to three feet (3') in width.

We appreciate the opportunity to seek this reconsideration and look forward to your response. We are available to discuss this matter further if you wish to do so.

Sincerely,



Steven Grenier
Director of Public Works

SMG:ejns

**RESOLUTION REQUESTING RECONSIDERATION
ON NEED FOR SIDEWALKS AS IDENTIFIED IN
COUNTRY CLUB ROAD RECONSTRUCTION**

November 8, 2023

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the City of Green Bay and Wisconsin Department of Transportation (WisDOT) have entered into a State/Municipal Agreement (SMA), dated May 14, 2020, for the reconstruction of Country Club Road; and

WHEREAS, the aforementioned SMA provides more than \$4,000,000 in Surface Transportation Block Grant (STBG) federal funding to the project; and

WHEREAS, residents adjacent to the project area have identified the following concerns:

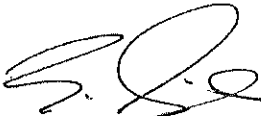
1. Sidewalks to be constructed along the project length do not connect to any sidewalks adjacent to the project limits; and
2. Residents report little to no current pedestrian activity in the project area; and
3. Residents believe that the narrow terraces resulting from installation of sidewalk will result in adverse impacts due to plowed snow from Country Club Road landing on the proposed sidewalk; and
4. Several residents have gardens, landscaping, and fences within the public right-of-way that would be adversely impacted by the construction of sidewalk;

NOW, THEREFORE BE IT RESOLVED, the City of Green Bay Common Council respectfully requests WisDOT reconsider the need for installation of sidewalk along the project length in the following priority order:

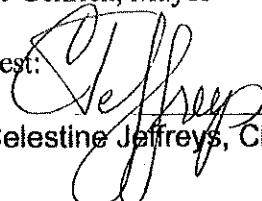
1. If sidewalks are required, that they be limited to the east side of the project only; or
2. If sidewalks are required to be installed on both sides of the project, that the sidewalks on the west side of the project be limited to three (3) feet in width.

Adopted Nov. 7, 2023

Approved Nov. 8, 2023



Eric Genrich, Mayor

Attest: 

Celestine Jeffreys, Clerk



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

MEETING DATE

February 6, 2024

PREPARED BY

AGENDA ITEM # L.2

To approve the request by Department of Public Works Parking Division to replace one (1) enforcement vehicle in 2024, a year ahead of its planned replacement.

BACKGROUND

Parking Division enforcement vehicle P19 is a 2016 Jeep Wrangler. It was brought to Mechanics for diagnosis of issues. Mechanics discovered that the Jeep needs engine, steering, suspension, and brake work with an estimated cost of over \$7,200. The Jeep's current blue book value is around \$5,500. The Jeep is planned to be replaced in 2025. The Parking Division maintains a vehicle/equipment capital program that eliminates the need to borrow for the purchase of replacement vehicles and equipment. The fund has adequate funding to replace P19 in 2024 (one year ahead of schedule). The advanced replacement would prevent spending excessive money on repairs, then selling it within a year. The Jeep could be replaced by a buyout of a low-mileage-City lease vehicle, or purchase of a new vehicle from a dealer. The DPW Fleet Manager is researching cost-effective vehicle replacement options for the DPW and the Parking Division.

RECOMMENDATION

Authorize Parking Division to replace enforcement vehicle P19 in 2024 instead of 2025

FISCAL IMPACT

\$7,259.93

ATTACHMENTS

- I. Estimate for CITY OF GREEN BAY - DPW

**AUTO SELECT - Green Bay West**

2045 S Oneida St
Green Bay, WI. 54304
Phone: 920-494-4936 Fax: 920-494-1168

Sub Estimate For Order #

185399**ESTIMATE FOR SERVICES**

Estimate Date : 01/03/2024

CITY OF GREEN BAY - DPW - NATHAN WACHTENDONK

519 S ONEIDA ST

Green Bay, WI 54304

Office: 920-492-3748 CC Home: 920-680-2479

2012 Jeep - Wrangler Unlimited Sport - 3.6L,V6 (220CI) VIN(G)

Lic # : 27659 - WI

Odometer In: 125814

Unit # : P19

VIN # : 1C4BJWKG1 **CL271221**

Part Description / Number	Qty	Sale	Ext	Labor Description	Hours	Extended
MIGHTY DEGREASER/CLEANER MN102	1.00	8.99	8.99	CLIENT REQUESTS		0.00
LEAK DETECT DYE: OIL BASED FLUIDS - Oz TP-3400-0032	0.50	9.98	4.99	1. DIAGNOSE CAUSE OF OIL LEAK 2. DIAGNOSE FRONT BRAKES SEEM TO BE HANGING UP 3. INFLATE TIRES TO SPEC - TPMS light on solid		
THERMOSTAT PN	1.00	39.99	39.99	COMPONENT DEGREASE & LEAK DETECTION	0.35	29.99
KHAMELEON UNIVERSAL ANTIFREEZE - Gallon ANTF	1.00	19.99	19.99	BRAKE INSPECTION	0.34	29.99
BALL JOINT - Upper PN	2.00	79.99	159.98	[]Front Pad Percentage _2-5_mm Remain []Rear Pad/Shoe Percentage _5-6_mm Remain Inspection Results: Required (R), Suggested (S), Notes (N): 1s) Recovered trouble code P0128 related to thermostat rationality, so check engine light on 2s) Front calipers seized, brake pads worn unevenly 3s) Front upper and lower ball joint loose 4s) Rear main leaking 5s) Upper oil pan seal leaking 6s) Head gasket is leaking oil		
BALL JOINT - Lower PN	0.00	129.99	0.00	THERMOSTAT - Remove & Replace	0.88	123.09
CYLINDER HEAD GASKET KIT PN	1.00	549.99	549.99	BALL JOINT - Remove & Replace - Upper & Lower Both	3.96	553.89
CYLINDER HEAD BOLT SET PART #	2.00	79.99	159.98	STANDARD WHEEL ALIGNMENT	0.93	89.99
CHAMPION IRIDIUM SPARK PLUG PART #	6.00	19.99	119.94	[]Test Drive Vehicle []Inspect Steering & Suspension []Check Tire Condition & PSI:____ []Get Current Alignment Readings []Adjust Alignment Angles As Needed []Road Test Vehicle		
COIL BOOT PN	6.00	19.99	119.94	Note: Alignment Shims & Eccentrics Extra		
ROLOC BRISTLE DISC 07524	1.00	14.13	14.13	CYLINDER HEAD GASKET - Remove & Replace - Both Sides	13.64	1,907.83
KHAMELEON UNIVERSAL ANTIFREEZE - Gallon ANTF	2.00	19.99	39.98	CYLINDER HEAD PREPARATION or MACHINE - Both		750.00
SEAL PN	1.00	139.99	139.99	CRANKSHAFT MAIN OIL SEAL - Remove & Replace	7.59	1,061.61
OIL PAN GASKET - Lower PN	1.00	49.99	49.99	OIL PAN GASKET - Remove & Replace - Upper	3.08	430.80
PERMATEX BLUE RTV - 3 Oz 6BR	1.00	0.03	0.03	LUBE, OIL, FILTER - BASIC	0.13	10.00
OIL FILTER M48	1.00	5.00	5.00	[] Up to 5qts. of Valvoline Oil Install New Oil Filter	[]	
MOTOR OIL 5W30	1.00	25.00	25.00	[] Lubricate Chassis (If Applicable) Visual Fluid Leaks	[]	
MOTOR OIL - Extra Quart 5W30EX	1.00	5.00	5.00	FRONT BRAKE SERVICE	1.01	120.00
CERAMIC FRONT BRAKE PADS - Lifetime Warranty PART #	1.00	69.99	69.99	Install New Brake Pads,Machine Brake Rotors,Repack Wheel Bearings(if applicable),Clean and Lubricate Calipers &Slides, Clean or Replace Hardware, Check and fill brake fluid, Bleed air from system. Road Test vehicle.		
				CALIPER REPLACEMENT w/BRAKE SERVICE	1.00	139.87

**AUTO SELECT - Green Bay West**

2045 S Oneida St

Green Bay, WI. 54304

Phone: 920-494-4936 Fax: 920-494-1168

Sub Estimate For Order #

185399**ESTIMATE FOR SERVICES**

Estimate Date : 01/03/2024

CITY OF GREEN BAY - DPW - NATHAN WACHTENDONK

519 S ONEIDA ST

Green Bay, WI 54304

Office: 920-492-3748 CC Home: 920-680-2479

2012 Jeep - Wrangler Unlimited Sport - 3.6L,V6 (220CI) VIN(G)

Lic # : 27659 - WI

Odometer In: 125814

Unit # : P19

VIN # : 1C4BJWKG1 **CL271221**

Part Description / Number	Qty	Sale	Ext	Labor Description	Hours	Extended
FRONT BRAKE ROTORS PART #	2.00	119.99	239.98			
ULTRA DISC BRAKE LUBE 09177	1.00	3.99	3.99			
BRAKE CALIPERS - Front PART #	2.00	100.00	200.00			
PYROIL BRAKE FLUID - 32 Oz BF32	1.00	6.00	6.00			
Shop Supplies/Hazmat/Environmental & Disposal Fees			30.00			

Parts/Supplies: 2,012.87

Labor: 5,247.06

Total : \$ 7,259.93

Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911

☐ This vehicle received without face to face customer contact.

Shop Representative

Having authority to do so I hereby order the above products and services, parts and labor and grant permission to you and/or your employees to operate the vehicle described for the purpose of testing and/or inspection. I agree to pay cash when the work is completed or to pay on other terms satisfactory to you. Until paid in full, the amount owing on this work shall constitute a lien on the motor vehicle. If collection is made by suit or otherwise, I agree to pay storage and collection and reasonable attorney's fees.

Customer Sign: _____
Date: _____

YOU ARE ENTITLED TO A PRICE ESTIMATE FOR THE REPAIRS YOU HAVE AUTHORIZED. THE REPAIR PRICE MAYBE LESS THAT THE ESTIAMTE, BUT WILL NOT EXCEED THE ESTIMATE WITHOUT YOUR PERMISSION. YOUR SIGNATURE WILL INDICATE YOUR ESTIMATE SELECTION.

1. I request an estimate in writing before you begin repair

2. Please proceed with repairs, but call me before continuing if the price will exceed \$ _____

3. I do not want an estimate _____

Do you want the replaced parts you are entitled to? ☐ Yes ☐ No

Payment will be made by ☐ Cash ☐ Check ☐ Credit ☐ Card Charge

Call when vehicle is ready ☐ Yes ☐ No



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

MEETING DATE

February 6, 2024

PREPARED BY

AGENDA ITEM # L.3

To approve the 2024 Special Assessment factors and rates.

BACKGROUND

Pursuant to Chapter 34, Green Bay Municipal Code, the Department of Public Works develops assessment factors (A.F.) for pavement construction/reconstruction, pavement resurfacing, sanitary sewer main, sanitary sewer connections, storm sewer main, and storm sewer connections. Additionally, DPW staff coordinates with Green Bay Water Utility staff who develop assessment factors for water main and water service connections. These assessment factors are intended to represent the cost of infrastructure construction that results in benefit to the adjoining property owners.

To develop these assessment factors, staff reviews actual construction cost to build these facilities from prior year construction contracts. Previous year special assessment factors are also reviewed and adjusted using the Engineering News Record Construction Cost Index (ENR – CCI), and industry standard for public infrastructure costs. Based upon a review of all data generated, staff then makes our recommendation to the Improvement & Services Committee regarding assessment factors to be adopted for the year.

RECOMMENDATION

Staff recommends approval of the special assessment factors and rates for 2023 provided in the attached table.

FISCAL IMPACT

ATTACHMENTS

- I. RATES PROPOSED 2024

CITY OF GREEN BAY		
SPECIAL ASSESSMENT FACTORS AND RATES		
2024 FACTORS AND RATES		
I. <u>SANITARY SEWER</u>	<u>2023 RATES</u>	<u>2024 RATES</u>
Sewer	\$65.00 Per Front Foot	\$65.00 Per Front Foot
Sewer with Rock Excavation	\$100.00 Per Front Foot	\$100.00 Per Front Foot
4" Sanitary Connection with Rock Excavation	\$1,700.00 Each \$2,800.00 Each	\$1,750.00 Each \$2,800.00 Each
6" Sanitary Connection with Rock Excavation	\$2,000.00 Each \$2,875.00 Each	\$2,050.00 Each \$2,875.00 Each
II. <u>STORM SEWER</u>		
Sewer	\$65.00 Per Front Foot (New Streets, and Type B Streets in Urban Expansion & Reserve Districts and new main installation)	\$65.00 Per Front Foot (New Streets, and Type B Streets in Urban Expansion & Reserve Districts and new main installation)
6" Storm Connection	\$1,100.00 Each	\$1,150.00 Each
12" Storm Connection	\$2,000.00 Each	\$2,050.00 Each
Stormwater Management (Fee in lieu of)	\$4,175.00 Per ERU	\$4,200.00 Per ERU
III. <u>WATER</u>		
Residential and Other Ordinary Users with Rock Excavation	\$75.00 Per Front Foot \$105.00 Per Front Foot	\$75.00 Per Front Foot \$105.00 Per Front Foot
User Requiring Larger Than 8" Mains with Rock Excavation	\$85.00 Per Front Foot \$115.00 Per Front Foot	\$85.00 Per Front Foot \$115.00 Per Front Foot
1" Lateral with New Water Main with Rock Excavation	\$2,300.00 Each \$3,300.00 Each	\$2,300.00 Each \$3,300.00 Each
1" Lateral on Existing Water Main with Rock Excavation	\$3,300.00 Each \$4,300.00 Each	\$3,300.00 Each \$4,300.00 Each
New 1" Service Connection	Actual Cost	Actual Cost
New Larger than 1" Service Connection	Actual Cost	Actual Cost

IV. <u>STREET CONSTRUCTION</u>	<u>2023 RATES</u>		<u>2024 RATES</u>	
	<u>ASPHALT PAVEMENT</u>	<u>CONCRETE PAVEMENT</u>	<u>ASPHALT PAVEMENT</u>	<u>CONCRETE PAVEMENT</u>
	Assessment Factor = \$175.00	\$245.00	\$175.00	\$245.00
1. <u>Type "A" Street</u> (New Street, Not Previously Open to Traffic)				
Residential Zones	\$175.00	\$175.00	\$175.00	\$175.00
All Other Zone Classifications (1 and 2 Family Use Apply Residential Zones Rate)	\$175.00	\$245.00	\$175.00	\$245.00
2. <u>Type "B" Street</u> (Existing Street, No Curb & Gutter)				
Residential Zones	\$105.00	\$105.00	\$105.00	\$105.00
All Other Zone Classifications (1 and 2 Family Use Apply Residential Zones Rate)	\$157.50	\$220.50	\$157.50	\$220.50
3. <u>Type "C" Street</u> (Existing Street, Has Pavement and Curb & Gutter)				
A. Local Streets				
Residential Zones	\$52.50	\$52.50	\$52.50	\$52.50
Residential Zones on Bus and/or Heavy Traffic Routes	\$47.25	\$47.25	\$47.25	\$47.25
All Other Zone Classifications (1 and 2 Family Use Apply Residential Zones Rate)	\$113.80	\$159.30	\$113.80	\$159.30
B. STP and NHS Streets				
Residential Zones	\$35.00	\$35.00	\$35.00	\$35.00
Residential Zones on Bus and/or Heavy Traffic Routes	\$31.50	\$31.50	\$31.50	\$31.50
All Other Zone Classifications (1 and 2 Family Use Apply Residential Zones Rate)	\$113.80	\$159.30	\$113.80	\$159.30

V. <u>ASPHALT RESURFACING</u> <u>ALL STREET TYPES</u> Assessment Factor =	2023 RATES <u>ASPHALT RESURFACING</u> \$40.00	2024 RATES <u>ASPHALT RESURFACING</u> \$45.00
Residential Zones	\$24.00	\$27.00
Residential Zones on Bus and/or Heavy Traffic Routes	\$21.60	\$24.30
All Other Zone Classifications (1 and 2 Family Use Apply Residential Zones Rate)	\$36.00	\$40.50
INTEREST RATE FOR UNPAID SPECIAL ASSESSMENTS	<u>2023 RATES</u> 6.50%	<u>2024 RATES</u> 5.75%



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

MEETING DATE

February 6, 2024

PREPARED BY

AGENDA ITEM # L.4

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

A. Granting of Licenses

I. Sidewalk Builder

- a. Parham Construction
- b. Bryan McEwen Concrete, LLC

2. Tree & Brush Trimmer

- a. Battle Axe Tree Service
- b. A to Z Tree Service
- c. Economy Tree Service LLC
- d. Rigo's Landscaping LLC

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None



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

MEETING DATE

February 6, 2024

PREPARED BY

AGENDA ITEM # M.I

To approve an appeal by Carol Kempke regarding the denial of her operator's license.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. appeal statement
2. carol kempke application
3. SUPPORTING DOCUMENTATION_KEMPKE
4. notice to attend-carol
5. 20240125_140512
6. 20240125_140524
7. 20240125_140600



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

MEETING DATE

February 6, 2024

PREPARED BY

AGENDA ITEM # M.2

To approve a request by The Sardine Can at 128 S. Broadway for a limited expansion of premises to the back parking lot for the following dates in 2024: June 12, June 19, June 26, July 3, July 10, July 17, July 24, July 31, August 7, August 14, and August 21 (Dates after July 1 subject to the approval for the renewal 24-25 license application).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Block Party Map 2024
2. 2024 Block Party Application Letter
3. notice to attend-brian



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

MEETING DATE

February 6, 2024

PREPARED BY

AGENDA ITEM # M.3

To approve a change of agent to Jason J Jarmuskiewicz for Walgreens Co. (Walgreens #11339) located at 116 N. Military Ave.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. proof of course



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

MEETING DATE

February 6, 2024

PREPARED BY

AGENDA ITEM # M.4

To repeal the Broadway, Downtown and Olde Main moratoriums (Joint Communication submitted by Ald. Brian Johnson, District 9, and Ald. Randy Scannell, District 7).

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2024-01-12 Dist 7 and Dist 9 to P and P
2. Broadway Moratorium 9-16-97
3. Downtown Moratorium 2-16-98
4. olde main moratorium 10-23-07
5. MORATORIUM-FORTHOWARD 3-15-05

Online Form Submittal: Alders' Petitions and Communications

noreply@civicplus.com <noreply@civicplus.com>

Fri 1/12/2024 5:57 PM

To: Celestine Jeffreys <Celestine.Jeffreys@greenbaywi.gov>; Eric Genrich <Eric.Genrich@greenbaywi.gov>; Amaad Rivera <Amaad.Rivera@greenbaywi.gov>

Alders' Petitions and Communications

Name	Brian Johnson
Committee Name	Protection and Policy Committee
Text of Communication	Joint communication from Brian Johnson and Randy Scannell: For consideration and possible action to repeal the Broadway and Olde Main moratoriums.

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

RESOLUTION LIMITING THE NUMBER OF
LICENSED ESTABLISHMENTS IN THE BROADWAY AREA

Green Bay, Wisconsin
September 16, 1997

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the Common Council of the City of Green Bay is concerned with the redevelopment of the Broadway area and the present high concentration of licensed establishments in the Broadway area. The high concentration of these establishments in this area has impaired the public peace, safety, welfare, and order; and

WHEREAS, there are currently 34 establishments which hold a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License. The names and addresses of said establishments are:

Lenny's Tap	431 North Broadway
333 Bar	333 North Broadway
Blazing Saddles	331 North Broadway
The Cannery	319 North Broadway
King's X	313 North Broadway
Titletown Brewing	200 Dousman Street
Carol's Ritz Lounge	119 Dousman Street
Nom's Thai Orchid	240 North Broadway
Central Bar	231 North Broadway
Broadway Cafe	128 North Broadway
Rev's Brass Rail	109 North Broadway
West Pitcher Show	100 South Broadway
Maria's Mexican Family Restaurant	106 South Broadway
Ginny's Heart of Broadway	112 South Broadway
Connie's	128 South Broadway
Country Club Bar & Grill	201 South Broadway
Kar's Place	226 South Broadway
Alamo	301 South Broadway
Nepalese Lounge	515 South Broadway
Blue Side	709 South Broadway
Shnicker's	813 South Broadway
Bourbon Street	821 South Broadway
Sass	840 South Broadway
The Lion's Den	1100 South Broadway
Carol's 9 th Street Tap	316 Ninth Street
The Camelot	1301 South Broadway
Manci's Tuxedo Lounge	1313 South Broadway
Good Times	1332 South Broadway
The Packer Stadium Lounge	1342 South Broadway
Terminal Bar	1423 South Broadway

RESOLUTION LIMITING THE NUMBER OF
LICENSED ESTABLISHMENTS IN THE BROADWAY AREA
Page 2

Hammer Inn
Thirsty's
Loch's Bar
Cropsey's Bar

1208 State Street
1234 State Street
1238 State Street
1336 State Street

WHEREAS, pursuant to the powers reserved under Ch. 125, Wis. Stats., the Common Council wishes to decrease the number of Class "B" Fermented Malt Beverage and Class "B" Combination Liquor Licenses issued to establishments in the Broadway area; and

WHEREAS, it is the intent of this resolution to allow the present Class "B" Fermented Malt Beverage and Class "B" Combination Liquor Licenses to maintain and renew their establishments in accordance with Ch. 125, Wis. Stats.; and

WHEREAS, it is the intent of this Resolution to effectuate a decrease in the number of Class "B" Fermented Malt Beverage and Class "B" Combination Liquor licensed establishments in the limitation area whenever an establishment goes out of business and does not renew its license;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. Limitation Area. The area to which the terms and conditions of this section apply is that area on Broadway or business fronting either side of Broadway and those areas east of Broadway to the Fox River, within the city of Green Bay, Brown County, Wisconsin.
2. Prohibition. The Common Council shall not authorize the issuance of any new or transfer of any existing Class "B" Fermented Malt Beverage or Class "B" Combination Liquor Licenses within the limitation area, except restaurants as defined in paragraph 4 hereof.
3. Exceptions.
 - a. This subsection shall not prohibit the renewal of a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License for an existing premises in the limitation area.

RESOLUTION LIMITING THE NUMBER OF
LICENSED ESTABLISHMENTS IN THE BROADWAY AREA
Page 3

- b. This subsection shall not prohibit the issuance of a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License for a previously licensed premises provided that such application is made within 60 days of any of the following:
 - i. Surrender by the prior licensee of the license issued for that premises; or
 - ii. Sale of the premises by the prior licensee; or
 - iii. Termination of the prior licensee's lease for the premises; or
 - iv. Revocation of the prior license, for cause.

If application under this subsection is sought after 60 days, the owner of the previously licensed premises may apply to the Protection and Welfare Committee for an extension of the application time on the basis that application of the moratorium would have a substantial adverse effect on the owner's ability to use or enjoy the property. The party requesting the extension must demonstrate this effect by clear, satisfactory and convincing evidence.

- c. All applications and renewals shall be subject to review as provided by Ch. 125, Wis. Stats.

4. Prohibition Not to Apply to Restaurants.

- a. This resolution shall not prohibit the issuance of a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License to the operator of a restaurant, where the principal business conducted is that of a restaurant, as defined in Ch. 125, Wis. Stats. If the premises are operated under a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License, the principal business conducted is presumed to be the sale of alcohol beverages, but the presumption may be rebutted by competent evidence.

RESOLUTION LIMITING THE NUMBER OF
LICENSED ESTABLISHMENTS IN THE BROADWAY AREA
Page 4

- b. A restaurant licensee operating within the limitation area which fails to maintain a principal business of operating a restaurant at any time later than 60 days after the granting of a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License shall be in violation of this subsection and its Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License shall be subject to revocation.
- c. "Principal business" means the primary activity as determined by analyzing the amount of capital, labor, time, attention and floor space devoted to each business activity, and by analyzing the sources of net income and gross income. The name, appearance and advertisement of the entity may also be taken into consideration in determining "principal business."

Adopted

9/14/97

Approved

9/17/97

13/ David H. August
Mayor

13/ David H. August
Clerk

LMS:bc

RESOLUTION LIMITING THE NUMBER OF
LICENSED ESTABLISHMENTS IN AND AROUND
THE 200 BLOCK OF NORTH WASHINGTON STREET

Green Bay, Wisconsin
February 16, 1998

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the Common Council of the City of Green Bay is concerned with the present high concentration of licensed establishments in and around the area of the 200 block of North Washington Street. The high concentration of these establishments in this area has impaired the public peace, safety, welfare, and order; and

WHEREAS, there are currently seven establishments which hold a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License. The names and addresses of said establishments are:

Candlestick Lounge	119 North Adams St.
C Street	312 Cherry St.
Confetti's Club	217 East Walnut St.
Oasis	201 North Washington St.
Brewbaker's Pub	209 North Washington St.
Sowerby's Public House	217 North Washington St.
Maloney's Pub	219-221-223-225 North Washington St.

WHEREAS, pursuant to the powers reserved under Ch. 125 Wis. Stats., the Common Council wishes to limit the number of Class "B" Fermented Malt Beverage and Class "B" Combination Liquor Licenses, issued to establishments in and around the area of the 200 block of North Washington Street; and

WHEREAS, it is the intent of this resolution to allow present Class "B" Fermented Malt Beverage and Class "B" Combination Liquor Licenses to sell, maintain, renew or transfer their licenses within such area.

NOW, THEREFORE, BE IT RESOLVED:

1. Limitation Area. Any property within the following-described area:
 - a. North Boundary: The center line of Pine Street;
 - b. East Boundary: The center line of Monroe Avenue;
 - c. South Boundary. The center line of East Walnut Street.
 - d. West Boundary: The east shore of the Fox River.

RESOLUTION LIMITING THE NUMBER OF
LICENSED ESTABLISHMENTS IN AND AROUND
THE 200 BLOCK OF NORTH WASHINGTON STREET

Page 2

2. Prohibition. The Common Council shall not authorize the issuance of any new or transfer Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License within the limitation area, except restaurants, as defined in paragraph 4 hereof.

3. Exceptions.

- a. This subsection shall not prohibit the renewal of a Class "B" Fermented Malt Beverage or Class "B" Combination License for an existing premises in the limitation area.
- b. This subsection shall not prohibit the issuance of a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License for a previously licensed premises provided that such application is made within 60 days of any of the following:
- i. Surrender by the prior licensee of the license issued for that premises; or
 - ii. Termination of the prior licensee's lease for the premises; or
 - iii. Revocation of the prior license, for cause.

If application under this subsection is sought after 60 days, the owner of the previously licensed premises may apply to the Protection and Welfare Committee for an extension of the application time on the basis that application of the moratorium would have a substantial adverse effect on the owner's ability to use or enjoy the property. The party requesting the extension must demonstrate this effect by clear, satisfactory and convincing evidence.

- c. All applications and renewals shall be subject to review as provided by Ch. 125, Wis. Stats.

19a

RESOLUTION LIMITING THE NUMBER OF
LICENSED ESTABLISHMENTS IN AND AROUND
THE 200 BLOCK OF NORTH WASHINGTON STREET
Page 3

4. Prohibition Not to Apply to Restaurants.

- a. This resolution shall not prohibit the issuance of a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License to the operator of a restaurant, where the principal business conducted is that of a restaurant, as defined in Ch. 125, Wis. Stats. If the premises are operated under a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License, the principal business conducted is presumed to be the sale of alcohol beverages, but the presumption may be rebutted by competent evidence.
- b. A restaurant licensee operating within the limitation area which fails to maintain a principal business of operating a restaurant at any time later than 60 days after the granting of a Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License shall be in violation of this subsection and its Class "B" Fermented Malt Beverage or Class "B" Combination Liquor License shall be subject to revocation.
- c. "Principal business" means the primary activity as determined by analyzing the amount of capital, labor, time, attention and floor space devoted to each business activity, and by analyzing the sources of net income and gross income. The name, appearance and advertisement of the entity may also be taken into consideration in determining "principal business."

Adopted _____

Approved _____

Mayor

Clerk

LMS:bc

196.
—

RESOLUTION LIMITING THE NUMBER
OF LICENSED ESTABLISHMENTS IN THE
OLDE MAIN STREET BUSINESS IMPROVEMENT DISTRICT

October 23, 2007

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY:

WHEREAS, the Common Council is concerned with the present high concentration of Class "B" liquor license establishments in the Olde Main Street Business Improvement District, which can impair the public peace, safety, welfare, and order in this area; and

WHEREAS, pursuant to the powers reserved under Ch. 125 Wis. Stats., the Common Council wishes to limit the number of Class "B" Beer and Class "B" Combination Liquor Licenses, issued to establishments in and around the area of the Olde Main Street Business Improvement District; and

WHEREAS, it is the intent of this resolution to allow present Class "B" liquor license establishments to sell, maintain, renew or transfer their licenses within such area.

NOW, THEREFORE, BE IT RESOLVED:

1. Limitation Area. Any property within the following-described area:

All of Lots 154 through 162, Lots 169 through 191, Lots 193 through 231, Lots 262 through 294, Lots 301 through 322, Lot 402, Lots 420 through 422, Lots 435 through 438, Plat of Navarino. Also, all of the Certified Survey Map recorded in Volume 7, Page 287, being part of Lot 205, Plat of Navarino. Also, all of the Certified Survey Map recorded in Volume 12, Page 197, Brown County Records, being part of Lot 180, Plat of Navarino. Also, all of the Certified Survey Map recorded in Volume 25, Page 180, Brown County Records, being part of Lots 169 and 170, Plat of Navarino. Also, all of Lots 1 through 5, Subdivision of Lots 192, 434, and the north 2 feet of Plat of Navarino. Also, all of Lots 68 through 152 and the tract of land described in Volume 145, Page 405, Brown County Records, Whitney's Addition to Navarino. Also, all of Lots 1 through 8, Lots 99 through 105, Lots 108 through 114, Lots 143 through 150, Plat of Oak Grove. Also, that part of Private Claim 2, east side of Fox River, lying within the area formerly known as Lots 295 through 300, Plat of Navarino. Also, that part of the Plat of Navarino, Whitney's Addition to the Plat of Navarino and the Plat of Oak Grove as described in Jacket 4589, Image 26, being part of the former Chicago, Milwaukee, St. Paul and Pacific Railroad Company so called alley track and Cedar Street Spur. Also, that part of any vacated street or alley right-of-way

adjacent to the lands described above located in said Plat of Navarino, Subdivision of Lots 192, 434, and the north 2 feet of Plat of Navarino, Whitney's Addition to Navarino, and Private Claim 2, east side of Fox River. All located in the City of Green Bay, Brown County, Wisconsin. Excepting the south 130 feet of said Lot 402, Plat of Navarino. Also, excepting the south 125 feet of the east 46 feet of said Lot 422, Plat of Navarino (see attached map).

2. Prohibition. The Common Council shall not authorize the issuance of any new or transfer Class "B" Beer License or Class "B" Combination Liquor License within the limitation area, except restaurants, as defined in paragraph 4 hereof.

3. Exceptions.

- a. This subsection shall not prohibit the renewal of a Class "B" Beer or Class "B" Combination Liquor License for an existing premises in the limitation area.

- b. This subsection shall not prohibit the issuance of a Class "B" Beer or Class "B" Combination Liquor License for a previously licensed premises provided that such application is made within 60 days of any of the following:

- i. Surrender by the prior licensee of the license issued for that premises; or
- ii. Termination of the prior licensee's lease for the premises; or
- iii. Revocation of the prior license, for cause.

If application under this subsection is sought after 60 days, the owner of the previously licensed premises may apply to the Protection and Welfare Committee for an extension of the application time on the basis that application of the moratorium would have a substantial adverse effect on the owner's ability to use or enjoy the property. The party requesting the extension must demonstrate this effect by clear, satisfactory and convincing evidence.

- c. All applications and renewals shall be subject to review as provided by Ch. 125, Wis. Stats.

4. Prohibition Not to Apply to Restaurants.

- a. This resolution shall not prohibit the issuance of a Class "B" Beer or Class "B" Combination Liquor License to the operator of a restaurant, where the principal business conducted is that of a restaurant, as defined in Ch. 125, Wis. Stats. If the premises are operated under a Class "B" Beer or Class "B" Combination Liquor License, the principal business conducted is presumed to be the sale of alcohol beverages, but the presumption may be rebutted by competent evidence.
- b. A restaurant licensee operating within the limitation area which fails to maintain a principal business of operating a restaurant at any time later than 60 days after the granting of a Class "B" Beer or Class "B" Combination Liquor License shall be in violation of this subsection and its Class "B" Beer or Class "B" Combination Liquor License shall be subject to revocation.
- c. "Principal business" means the primary activity as determined by analyzing the amount of capital, labor, time, attention and floor space devoted to each business activity, and by analyzing the sources of net income and gross income. The name, appearance and advertisement of the entity may also be taken into consideration in determining "principal business."

Adopted 10/23/07

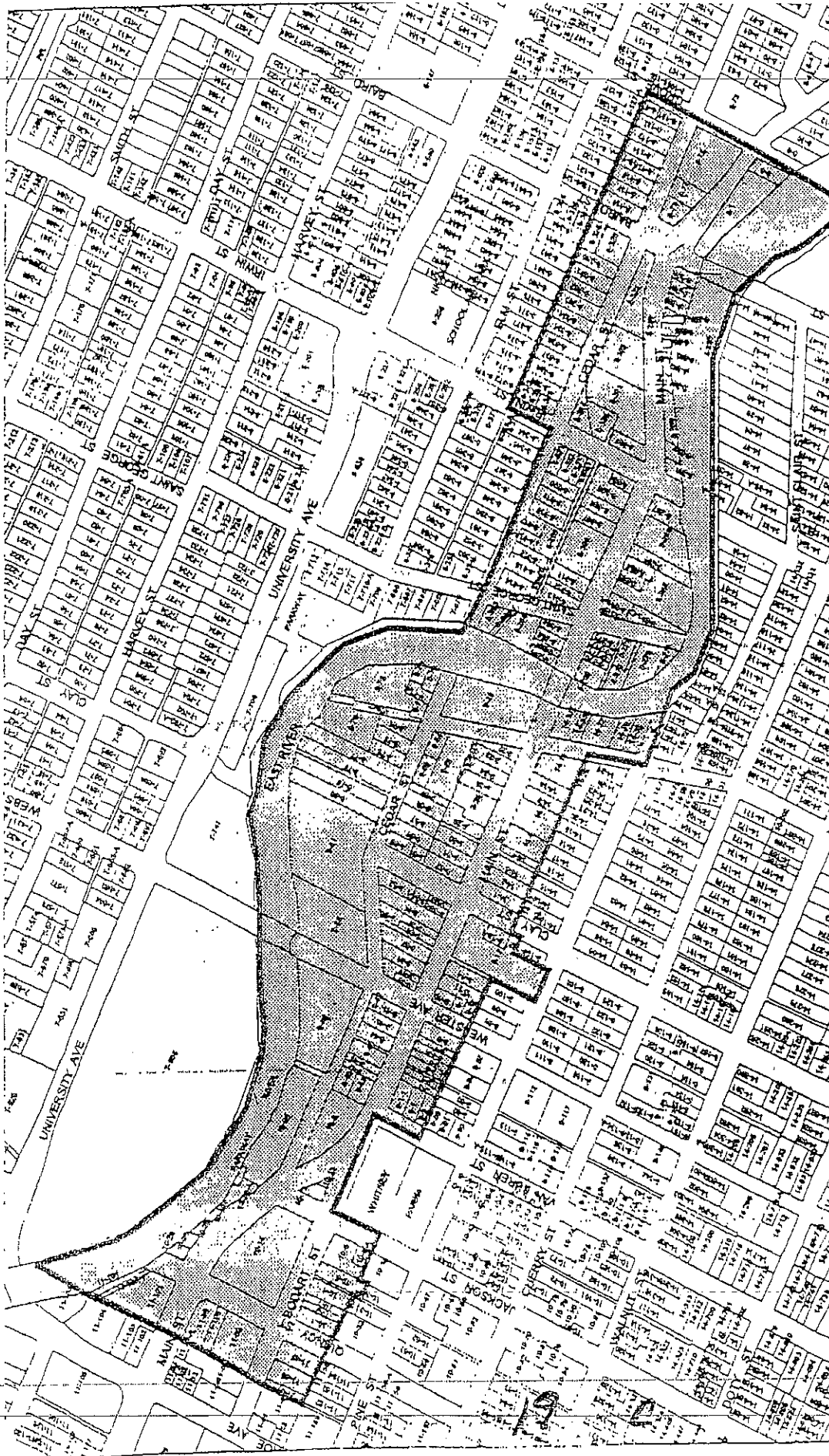
Approved 10/24/07

Mayor

Clerk

bc

Attachment - Map



Old Main Street Business Improvement District



BID Boundary



Map produced by the
Green Bay/Brown County Planning Department
Printed: November 17, 1998

A CHARTER ORDINANCE
AMENDING SECTION 11 OF THE ORIGINAL
CONSOLIDATION OR ANNEXATION ORDINANCE
DATED MARCH 9 AND 11, 1895, BETWEEN
THE CITY OF FORT HOWARD AND
THE CITY OF GREEN BAY AND
THE SUBORDINANCE ADOPTED IN 1905

WHEREAS, in 1895 Section 11 of the original consolidation or annexation ordinance between the City of Fort Howard and the City of Green Bay prohibited "saloons" in the City of Fort Howard, except for a certain area from the Fox River to Broadway. The vote passed and, thereafter, the two cities consolidated into what is now known as the City of Green Bay. In 1905 the original ordinance was amended but retained the essential prohibition of no "saloons"; and

WHEREAS, on December 7, 2004, the Common Council voted unanimously to pose a referendum that would amend the liquor prohibition in the west side area (formerly the City of Fort Howard) as follows:

Shall that area west of Broadway, formerly known as the City of Fort Howard prior to its consolidation with the City of Green Bay, allow alcoholic beverage licenses for hotels and restaurants in Business Districts and Industrial Districts only?

and

WHEREAS, a referendum vote will be held on April 5, 2004, in that area formerly known as the City of Fort Howard.

NOW, THEREFORE, THE MAYOR AND THE COMMON COUNCIL OF THE CITY OF GREEN BAY DO ORDAIN AS FOLLOWS:

SECTION 1. Upon passage of the referendum, the original liquor prohibition area west of Broadway is amended to allow alcoholic beverage licenses for hotels and restaurants in Business Districts and Industrial Districts only.

SECTION 2. All other ordinances not in conformity with this ordinance are hereby repealed.

SECTION 3. This ordinance shall not take effect until 60 days after its passage and publication as provided by §66.0101(5), Wis. Stats.

Dated at Green Bay, Wisconsin, this 15th day of March, 2005.

APPROVED:

Mayor

ATTEST:

Clerk

bc

02/15/05



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

MEETING DATE

February 6, 2024

PREPARED BY

AGENDA ITEM # M.5

Informational Only: Clerk's Office Licensing Report

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. I.17.2024 CLERK'S OFFICE LIQUOR LICENSING REPORT



Clerk & Treasurer's Office
 100 North Jefferson Street - Room 106
 Green Bay, Wisconsin 54301-5026
 clerk@greenbaywi.gov
 www.greenbaywi.gov

Phone 920.448.3010
 Fax 920.448.3016

Licenses granted by Council, not yet issued as of (1/17/2024):

License Type	Company Name	Trade Name	Address	Approver
Class A Beer & Class A Liquor	FAMILY DOLLAR STORES OF WI	FAMILY DOLLAR	550 N MILITARY AV	Inspections, Payment New License approved 6.6.23. Extension Filed anticipated opening 11/3/2023
EXTENTION REQUEST EXPIRED				
Class A Beer & Class A Liquor	FAMILY DOLLAR STORES OF WI LLC	FAMILY DOLLAR	1285 MAIN ST	Inspections, Payment New License approved 6.6.2023 Extension Filed anticipated opening 11/3/2023
EXTENTION REQUEST EXPIRED				
Class B Beer & Class B Liquor	MADRID TAPAS AND WINE BAR LLC	MADRID TAPAS	225 E WALNUT ST	Inspections, Payment, Renewal Waiver Granted until December 2023
EXTENTION REQUEST EXPIRED				
Class B Beer & Class B Liquor	Rockyz Taqueria LLC	ROCKY'S TAQUERIA	1679 MAIN ST	Inspections, Payment Granted 8/22/23. Waiver Granted until December 20, 2023, A second waiver was granted until March 1, 2024 (at Council 1/16/2024).
Class "B" Beer & "Class B" Liquor	Vic Theatre Green Bay, LLC	Vic Theatre	217 E Walnut	Inspections, Payment Granted 8/22/23. Waiver Granted until January 31, 2024.
Class "B" Beer & "Class B" Liquor-Reserve	The Spices of Green Bay, LLC	Spices Restaurant & Bar	1860 University	Payment, Inspections Granted 10.17.23
OVER 60 DAYS				
Class "B" Beer & "Class B" Liquor	Taste of the South on Wheelz	Taste of the South on Wheelz	114 S. Broadway	Payment, Inspections Granted 12/5/2023.

Opening Delays? All liquor licenses are granted by Council with the intention a liquor license will be issued within 60 days. Please communicate, in writing, any opening-day delays to the Clerk's Office and provide a new anticipated opening date. Please review our [Extension Request Fact Sheet](#) for instructions. Then, fill out the [Extension Request Form](#) to file an issuance extension with the Clerk's Office.

Summary of Licenses Granted and Issued for Class “B” Beer & “Class B” Liquor Licenses:

The City of Green Bay has a quota of 172 available “Class B” Liquor and Class “B” Beer licenses under state law.

The City granted 4 licenses that have not yet been issued (see page 1).

The City of Green Bay may only take the number of applications to the number of licenses available. Applications are considered to those who apply with a fully completed application and first in time.

[Watch our video tutorial online](https://greenbaywi.gov/264/Liquor-Sales---New-Establishments) on how to file a new application. The new application paperwork can be found at: <https://greenbaywi.gov/264/Liquor-Sales---New-Establishments>

Summary of Licenses Granted and Issued for Reserve Liquor Licenses:

The City of Green Bay has a quota of 32 Class B Combination Liquor and Beer Reserve licenses under state law.

The City of Green Bay has 4 Class B Combination Liquor and Beer Reserve issued.

The City of Green Bay has 1 granted “Class B” Liquor and Class “B” Beer license-Reserve that has not yet been issued.

A Reserve liquor license in the City of Green Bay costs \$10,000 (one-time non-refundable issuance fee) plus the license fee prorated. The license shall not be transferred or surrendered.



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

MEETING DATE

February 6, 2024

PREPARED BY

AGENDA ITEM # M.6

Informational Only: Liquor Violation Report

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. 2023 Liquor Violations Jan 22 P&P
2. Jan 22 2023 Community Police Letter P&P

2023 LIQUOR VIOLATIONS

Subject's Name	Tavern Name And Address	Date/Type Violation	Status of Case
Sukhjrit (NMI) Singh 23-211395 2321139553401	Dousman Express 606 Dousman Street	Bartending without an Operator's License	Court Date: 5/4/23; Dismissed without Prejudice
Upinderjit (NMI) Singh 23-211395 W2023-534-012	Dousman Express 606 Dousman Street	No Licensed Operator on the Premises (Owner)	Issued Written Warning
Marco A. Vargas 23-211037 2321103772801	Dino Shell 1828 S Ashland Avenue	Bartending without an Operator's License	Court Date: 5/2/23; 5/3/23 Guilty by Default, \$187
Marco A. Vargas 23-211037 2321103772802	Dino Shell 1828 S Ashland Avenue	Sale of Alcohol to Underage Person(s)	Court Date: 5/2/23; Guilty by Default, \$502
Juan Perez Maldonado 23-210493 W2023-557-023	Taqueria Maldonado's 1706 Main Street	Violation of Stipulation/Agreement	Issued Written Warning
Fatehajeet (NMI) Singh 23-214991 2321499153401	Marathon Gas Station 610 E. Walnut St.	No Licensed Operator on the Premises (Owner)	Court Date: 05/24/23; Guilty by Default, \$187
Fatehajeet (NMI) Singh 23-214991 2321499153402	Marathon Gas Station 610 E. Walnut St.	Violation of Stipulation/Agreement	Court Date: 05/24/23; Guilty by Default, \$691
Shanta P. Jackson 23-214991 W2023-534-014	Marathon Gas Station 610 E. Walnut St.	Bartending without an Operator's License	Issued Written Warning
Keishia K. King 23-214991 W2023-534-013	Marathon Gas Station 610 E. Walnut St.	Bartending without an Operator's License	Issued Written Warning
Maxwell C. Barnowsky 23-246542 W2023-374-144	Black Saddle 201 N. Washington St.	No Licensed Operator on the Premises (Owner)	Issued Written Warning
Dylan J. Weires 23-246542 W2023-792-006	Black Saddle 201 N. Washington St.	Loitering in a Licensed Premises after Hours	Issued Written Warning
Dylan J. Weires 23-247371 2324737181401	Black Saddle 201 N. Washington St.	Disorderly Conduct	Court Date: 10/30/23; Guilty; \$376
Nathaniel D. Maas 23-248994 2324899480801	Cock and Bull 1237 Main Street	Bartending without an Operator's License	Court Date: 11/6/23; Guilty, \$187
Scott M. Opolka 23-248994 2324899480802	Cock and Bull 1237 Main Street	Bartending without an Operator's License	Court Date: 11/6/23; Guilty by Default, \$187

Kendra C. Willis 23-248994 2324899480803	Cock and Bull 1237 Main St.	Bartending without an Operator's License	Court Date: 11/6/23; Guilty, \$187
Jason E. Charles 23-253930 W2023-557-087	Getaway Bar 631 Bellevue St.	Disorderly House/Failure to Maintain Order	Issued Written Warning
Randal G. Trembl 23-262321 2326232143901	Brewski's Bar 1100 S. Broadway Street	Violation of Stipulation/Agreement	Court Date: 2/5/24

TO: PROTECTION AND POLICY COMMITTEE

FROM: COMMUNITY POLICING

DATE: JANUARY 22, 2024

From December 11, 2023 to January 22, 2024 (no data sent for January 8, 2024 meeting) there were 2 property referrals.

On 12/24/23 Officers responded to the area of W. Mason St. and Roosevelt Av. For a report of three males throwing rocks at cars. When Officers arrived in the area three males were located and were badly injured due to a disturbance that took place at 1207 E. Mason St., Taqueria Michoacan. When Officers arrived at the call location there was a large pool of blood in the parking lot. After reviewing video of the fight, bouncers on scene were all witness to a large fight in the lot and nobody reported this to law enforcement. There were highly intoxicated people in the bar who were vomiting all over the place and were clearly over served, as some could not stand on their own. While officers were on scene, they had to direct intoxicated parties from vehicles because they were visibly intoxicated. Officers spoke with victims, who both had lacerations to their heads and faces. The victims did not want to provide officers with statements or press charges. One victim was seen by rescue, the other refused to be seen. Property referral completed.

On 12/30/23 Officers responded to 1139 Main St, Crown and Common for a physical disturbance where two males got punched. The bar did not call in the disturbance, but the patrons involved did. Two male victims were injured by an unknown male, one of the victims received medical treatment at the hospital. Officers to continue follow up with the bar to gather video evidence. Property referral completed.

Sincerely,

**LT. STEVE MAHONEY & LT. ERIN BLOCH
DISTRICT POLICING**

lw

**REPORT OF THE PROTECTION AND POLICY COMMITTEE
GRANTING OPERATOR LICENSES**

February 6, 2024

The Protection and Policy Committee wishes to request that the following applications for Operator Licenses be granted.

Stipulations placed on licenses shall continue to be in effect.

OPERATOR LICENSES

Adams, Katelyn M	Williquette, Brianna L
Bader, Craig S	Yang, Jade S
Biersteker, Laurie A	
Boris, Jessa L	
Bryfczynski, Katelyn M	
Carreno, Karina	
Conrad, Sydney R	
Courtney, Destiny RMV	
Dart, Whitney M	
Everetts, Brenda L	
Fish, BryAnne R	
Groh, Hannah L	
Harper, Ashley M	
Her, Madden J	
Hoffmann, Isaac R	
Huerta, Jose M	
Jaschke, Ava E D	
Lee, Houa J	
Madson, Charles L	
Mattson-Hinton, Shannon M	
Mayer, Karlee J	
Oliver, Chelsea M	
Pryes, Jennifer A	
Sanders, Robert S	
Sanford, James C	
Spiller, Heather L	
Stevens, Dawn M	
Stumbris, Staci M	
Vega, Liz D	
Ward, Meagan L	
Wichlacz, Jennifer A	



Report to the Green Bay Plan Commission

MEETING DATE

February 6, 2024

PREPARED BY

Jon LeRoy, Zoning Administrator

AGENDA ITEM # O.I

To approve a request for a Conditional Use Permit to create a restaurant with drive-through in a C1 General Commercial district at 3112 Finger Road. (Public Hearing held 1.22.2024)

BACKGROUND

Alderpersion/District: Ald. Jim Hutchison (District 2)

Reason for Request: The applicant would like to develop the subject parcel for a drive-through restaurant.

Surrounding Zoning and Land Uses:

SUBJECT: General Commercial (C1) Vacant

NORTH: Low Density Residential (R1) Two Family Dwellings Telephone Utility Building

SOUTH: Planned Unit Development (PUD) Business Park

EAST: General Commercial (C1) Vacant

WEST: Rural Residential (RR) Vacant

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

Consistency Analysis: While Ch. 66.1001 Wis. Stats. does not specifically require conditional uses to meet the consistency requirement, the proposed conditional use permit is consistent with the comprehensive plan. The proposed use of the subject property is compatible with and is not contradictory to the applicable recommended policy and the future land use map.

Report: This request is to facilitate the construction of a drive-through restaurant/café. The vacant site is located on a three-sided parcel fronting East Mason Street, Ontario Road, and Finger Road. A five-tenant commercial building is proposed for the site. While the site has three sides, the proposed design designates the predominant front of the building facing East Mason Street with surface parking to the south and east of a 9,636 square foot building. Specific users for the commercial tenant spaces were not known at the time, but C1 zoning permits a wide variety of service businesses, retail sales, and commercial recreation and entertainment options. The applicant is seeking to create a site plan which accommodates a coffee shop/café user in the western-most space within the building (Tenant 1) which would utilize a drive-through. Restaurants are permitted in C1 districts, but a drive-through requires a conditional use permit.

A drive-through lane is proposed to come off a driveway entrance along Finger Road, wrapping around the building counterclockwise. The window pickup is situated along the western building wall facing Ontario Road. The distance from the pick-up window to the end of the drive through lane (which is located where the drive through lane meets the ingress/egress lane for the parking lot) is approximately 260 feet. The drive through lane can hold up to 13 autos if each automobile, on average, is separated within 0–4 feet of one another. If vehicles are separated by an average of 12–15 feet apart, the number of automobiles is reduced to 9 autos in the queue. The city code requires room for three stalls in front of the pick-up window and three behind a menu board. This design meets both standards. Other recent drive through lanes which have

been constructed in the city range from approximately 200 feet in length for the University Avenue Burger King, to 295 feet for the Scooters on East Mason Street, to over 350 feet in length for the Main Street Popeyes.

Vehicular access to the site is provided via a shared drive along Finger Road. While the site has three sides, access is limited. East Mason Street cannot provide access to the site through ingress/egress due to existing no-access agreements along East Mason Street. Ontario Road cannot provide access as the intersection is too close to both Finger Road and East Mason Street. The proposed placement of the driveway to the property is both the most logical and fits within the City code. The proposed driveway placement provides for sufficient distance from the Ontario/Finger intersection. Because of the limitations on Mason and Ontario, a driving entrance must be placed somewhere along Finger Road. Inherently, development will create ingress egress which faces out towards existing two-family residences. The staff believe the placement of the driveway in the location, nearly as far east as possible on the lot, is the best placement for a driveway entrance.

The proposed site plan notes a landscape area with vegetated berm and plantings separating the drive through lane and the northern property boundary. The intent of a buffer separation is shown in the proposal. A detailed landscaping plan meeting regulations specific to Sec. 44-1966 (perimeter parking lot landscaping) must be met with formal site plan review. These standards include a landscape at least 15 feet in width, screening consisting of either a masonry wall, fence, berm, plantings, or a combination thereof that forms a screen a minimum of three feet in height, and not less than 90 percent opaque on a year-round basis. Screening located along front and corner side yards is limited to three feet in height and must be at least 90 percent opaque on a year-round basis, and tree plantings of at least one canopy tree per 40 lineal feet of the perimeter of the parking lot. The landscaping code provides a good starting point to separate drive-through purposes from neighboring properties. In addition, staff recommends a higher threshold for this drive-through use as automobiles are in a more fluid state compared to a typical parking lot. With this in mind, staff recommends a screening no less than four feet in height and not less than 100 percent opaque on a year-round basis, as well as a focus

The landscaping code provides a good visual separation of auto uses from neighboring properties but does not address specifically sound which emanates from drive-through uses. Typical city ordinance sound levels limit decibel levels during the overnight hours. The drive through area is approximately 150 linear feet away from the front of the nearest homes across Finger Road. This is comparable to the distance drive-through order windows or menu boards are compared to other similar new drive-through restaurants located near neighborhoods on East Mason Street or University Avenue. Because of the proximity to neighboring residences, staff recommends limiting the hours of operation of the drive-through lane from 6am to 10pm. The staff do not recommend any additional conditions for operations inside the restaurant/café.

This property received a variance from the Board of Appeals at the January 15, 2024, meeting because of the placement of drive-through windows or menu boards between the principal building and street. The variance was conditioned for approval based off final approval of a conditional use permit for drive through restaurant use by the Common Council.

Zoning Ordinance Section 44-83(e) establishes seven standards for the Plan Commission to consider when reviewing a conditional use permit:

1. The establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, or general welfare.
2. The establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
3. The conditional use, its exterior architectural design, and functional plan of any proposed structure will not be injurious to the use of other property in the immediate vicinity nor substantially diminish or impair property values within the surrounding neighborhood.

4. Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
5. Adequate measures have been or will be taken to provide ingress and egress and so designed as to minimize traffic congestion.
6. The conditional use shall have adequate parking facilities as specified in Article XVIII of this chapter.
7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located and all other applicable city ordinances.

Staff believes the use in conjunction with the proposed conceptual site plan meets the standards for a CUP for drive-through purposes. Staff believes the commercial site will inherently bring anticipated change to the area, but the proposed use and proposed design meet the standards for a conditional use permit.

Alder Hutchison, the McAuliffe Neighborhood Association, and adjacent property owners within 200 feet of the site have been notified of the request. As of the drafting of this report, staff had received an inquiry into the development from a neighboring property owner at the fore had mentioned Board of Appeals meeting. The neighbor had concerns about the queuing at the drive-through potentially leading to traffic backed up on Finger and expressed concern for properties facing across from a drive entrance leaving the property.

RECOMMENDATION

Approval of the request, subject to:

- a. A site plan and applicable permit applications are submitted to the Department of Community and Economic Development for review and approval.
- b. Landscaping along the northern boundary between the drive-through lane and the property line must include a screening of a minimum of four feet in height and 100 percent opaque on a year-round basis. A focused concentration of planting shall occur in front of any order boards or window openings along the north side of the drive-through lane on the north side of the property.
- c. Hours of operation for the drive-through use shall be 5:30am-9:30pm.
- d. Compliance with the regulations of the Green Bay Municipal Code is not covered under the Conditional Use Permit, including standard site plan review and approval.

FISCAL IMPACT

ATTACHMENTS

1. ZP 24-02 Application and Info
2. ZP 24-02 Site Layout Concept
3. Property Map 24-02



REQUEST FOR CITY ACTION PLAN COMMISSION

Community and Economic
Development Department
100 N. Jefferson Street, Rm 608
Green Bay, WI 54301-5026
(920) 448-3400 - phone
(920) 448-3426 - fax
www.greenbaywi.gov

Location of Property: 3112 FINGER ROAD

Parcel Number(s): 21-173-9

Petitioner(s): JOEL EHRFURTH/MACH IV ENG & SURV LLC Date: 12.22.2023

Email: JEHRFURTH@MACH-IV.COM Phone Number: (920) 569-5765

Address: 2260 SALSCHIEDER COURT City: GREEN BAY State: WI Zip: 54313

Property Owner: EARLY CHILDCARE II LLC Phone Number: (847) 592-6218

Submit this Request Form and all required attachments to the Community and Economic Development Department, Room 608, City Hall

To: Honorable Mayor and Common Council, c/o City Clerk

I, JOEL EHRFURTH, respectfully request that the City of Green Bay take the following action:

- ☐ Rezone Property (\$375.00 Review Fee)
- ☒ Conditional Use and CUP Amendment, including Single Lot Duplexes (\$375.00 Review Fee)
- ☐ PUD and PUD Amendments (\$425.00 Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Subdivision Plat (\$150.00 + \$35.00 per Lot/Outlot Review Fee)
- ☐ Approve Preliminary Condominium Plat (\$250.00 + \$35.00 per Lot/Outlot/Lot Equivalent Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Certified Survey Map (\$250.00 Review Fee)
- ☐ Approve Final City/Extraterritorial Subdivision Plat (\$150.00 Review Fee)
- ☐ Approve Final Condominium Plat (\$150.00 Review Fee)
- ☐ Grant a City/Extraterritorial Subdivision/CSM Variance (\$150.00 Review Fee)
- ☐ Development District Map Amendment (\$200.00 Administration Fee)
- ☐ Official Map Amendment (\$200.00 Administration Fee)
- ☐ Plat of Right-of-Way (\$200.00 Administration Fee)
- ☐ Discontinue a Public Utility Easement (\$200.00 Administration Fee)
- ☐ Street Name Change (\$200.00 Administration Fee)
- ☐ Declare City Property "City Surplus" (\$200.00 Administration Fee)
- ☐ Vacate a Street/Alley/Pedestrian Way (\$300.00 Administration Fee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- ☐ Closure of Street/Alley/Pedestrian Way (\$300.00 Administration Fee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- ☐ Comprehensive Plan Amendments (\$275.00 Review Fee)
- ☐ Other (\$200.00 Administration Fee): _____

Owner Signature: _____

Date: 12/21/23

Petitioner Signature(s): JOEL EHRFURTH

12.22.2023

Checklist of required attachments:

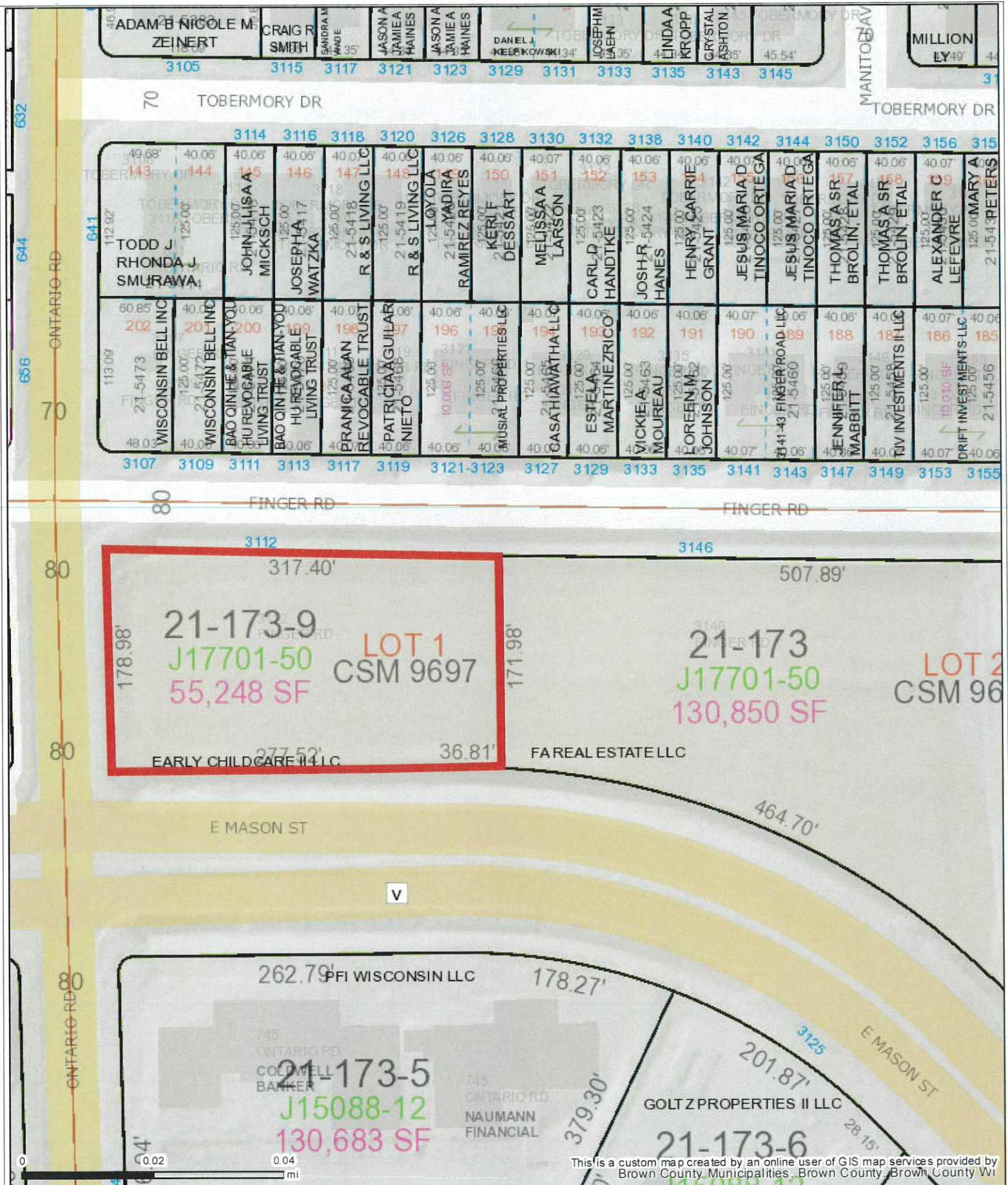
- Map
- Legal Description
- Applicant Narrative Describing Project
- All Other Pertinent Information

For office use only:

Review Fee: _____

Receipt No.: _____

Zoning Petition No.: _____



3112 FINGER ROAD CUP SITE MAP

Map printed on 12/22/2023

1:1,200

1 inch = 100 feet*

1 inch = 0.0189 miles*

*original page size: 8.5"x11"

Appropriate format depends on zoom level

Parcel ownership key

Parcel Boundary

Condominium

Gap or Overlap

'hooks' indicate parcel ownership crosses a line

Parcel line

Right of Way line

Meander line

Lines between deeds or lots

Historic Parcel Line

Vacated Right of Way

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



(920) 448-6480

www.browncountywi.gov

DECEMBER 22, 2023



**CONDITIONAL USE PERMIT APPLICATION (CUP) – NARRATIVE
PROPOSED MULTI-TENANT BUILDING
3112 FINGER ROAD
MACH IV JOB 1649-15-22**

SITE LOCATION: 3112 FINGER ROAD

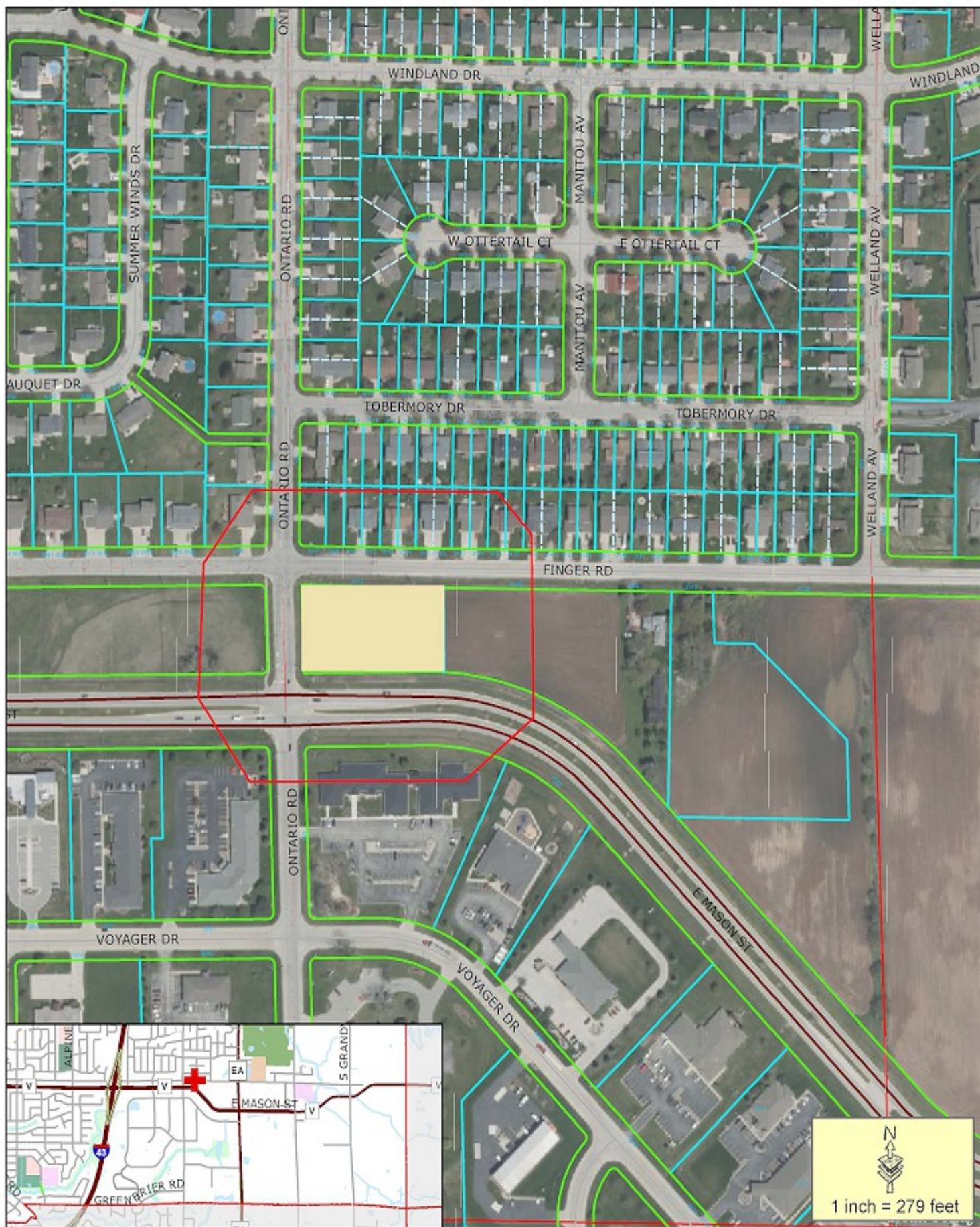
PARCEL NO.: 21-173-9

LEGAL DESCRIPTION: LOT 1 CSM 9697

REQUEST FOR CUP

PROPERTY IS ZONED C1 GENERAL COMMERCIAL. OWNER PROPOSED A MULTI-TENANT BUILDING. BUILDING INCLUDES A RESTAURANT WITH A DRIVE-THROUGH. A RESTAURANT WITH DRIVE-THROUGH IS AN ALLOWABLE USE WITH A CUP.

A CONCEPTUAL SITE PLAN IS ENCLOSED.



Proposed Conditional Use Permit Parcel

200' Property Owner Notice

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

Conditional Use Permit Request Drive Thru Restaurant Use 3112 Finger Rd



Report to the Green Bay Plan Commission

MEETING DATE

February 6, 2024

PREPARED BY

Dena Mooney, Staff

AGENDA ITEM # O.2

To approve a request for a Conditional Use Permit to create a communication tower in the BP Business Park district at 1931 Cofrin Road. (Public Hearing held 1.22.2024)

BACKGROUND

Primary Address: 1931 Cofrin Road (Parcel 21-1183-9)

Alderson/District: Ald. Campbell, District 6

Reason for Request: The proposed CUP would allow for a telecommunications tower facility to be built at 1931 Cofrin Road.

Surrounding Zoning and Land Uses:

SUBJECT: Business Park (BP) Automobile Repair

NORTH: Business Park (BP) Contractor Office, Manufacturing

SOUTH: Business Park (BP) Government, Manufacturing

EAST: Business Park (BP) Manufacturing, Self-Storage

WEST: Business Park (BP) Self-Storage

Comprehensive Plan: The 2022 Smart Growth Green Bay Comprehensive Plan currently recommends Light Industry for the parcel. The proposed use does comply with the comprehensive plan.

Report:

Michael Bieniek, LCC Telecom Services, and Jose J. Morales Gonzalez, property owner, are seeking to build a 155' tall monopole tower with a 4' tall lightning rod for a total height of 159', to be located in a 50' x 50' area on the northern portion of 1931 Cofrin Road (rear of the lot). The site is in the Business Park (BP) District. In this district, telecommunication towers/wireless communication facilities are allowed with a Conditional Use Permit (CUP). However, 2013 Act 20 passed by the Wisconsin Legislature requires that telecommunication towers be allowed within all municipal zoning districts. The parcel currently contains a building that has an automobile repair business. The rear portion is undeveloped and would be the site of the tower.

According to the narrative provided by the applicants, the proposed wireless communications support structure is being erected to initially accommodate the equipment of Cellcom. Cellcom is currently located on an existing tower immediately behind the Baycom building at 2040 Radisson Street (tower fronts Cofrin Drive), three lots to the east of the proposed tower. The existing tower is not structurally capable of handling the necessary equipment upgrades. Therefore, this tower is no longer a viable option for the carrier. The new tower will be available for at least two additional carriers.

Conditional use approval may be recommended by the Plan Commission with reasonable consideration of the following:

- I. The establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, or general welfare.

2. The establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
3. The conditional use, its exterior architectural design, and functional plan of any proposed structure will not be injurious to the use of other property in the immediate vicinity nor substantially diminish or impair property values within the surrounding neighborhood.
4. Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
5. Adequate measures have been or will be taken to provide ingress and egress and so designed as to minimize traffic congestion.
6. Adequate parking facilities as specified in Article XVIII of Section 44-83 within the Municipal Code.
7. The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located and all other applicable City ordinances.

Many of the above standards have been met or will be addressed during the site plan review process. The applicant has included responses to each of the Conditional Use Permit criteria, and it's included in the application packet.

The staff is requesting that at least one parking stall dedicated to the tower is installed on-site and that a pedestrian access route to the facility from the road be included in the site plan. The site plan must also be compliant with the land use development standards of Sec. 44-1586(b). Wireless communication facilities and/or support structures and all other regulations of the Green Bay Municipal Code.

Staff supports the request as it complies with the CUP requirements. Ald. Campbell and neighbors within 200 feet have been notified of the meeting based on Plan Commission policy. No inquiries have been made as of the drafting of this report.

RECOMMENDATION

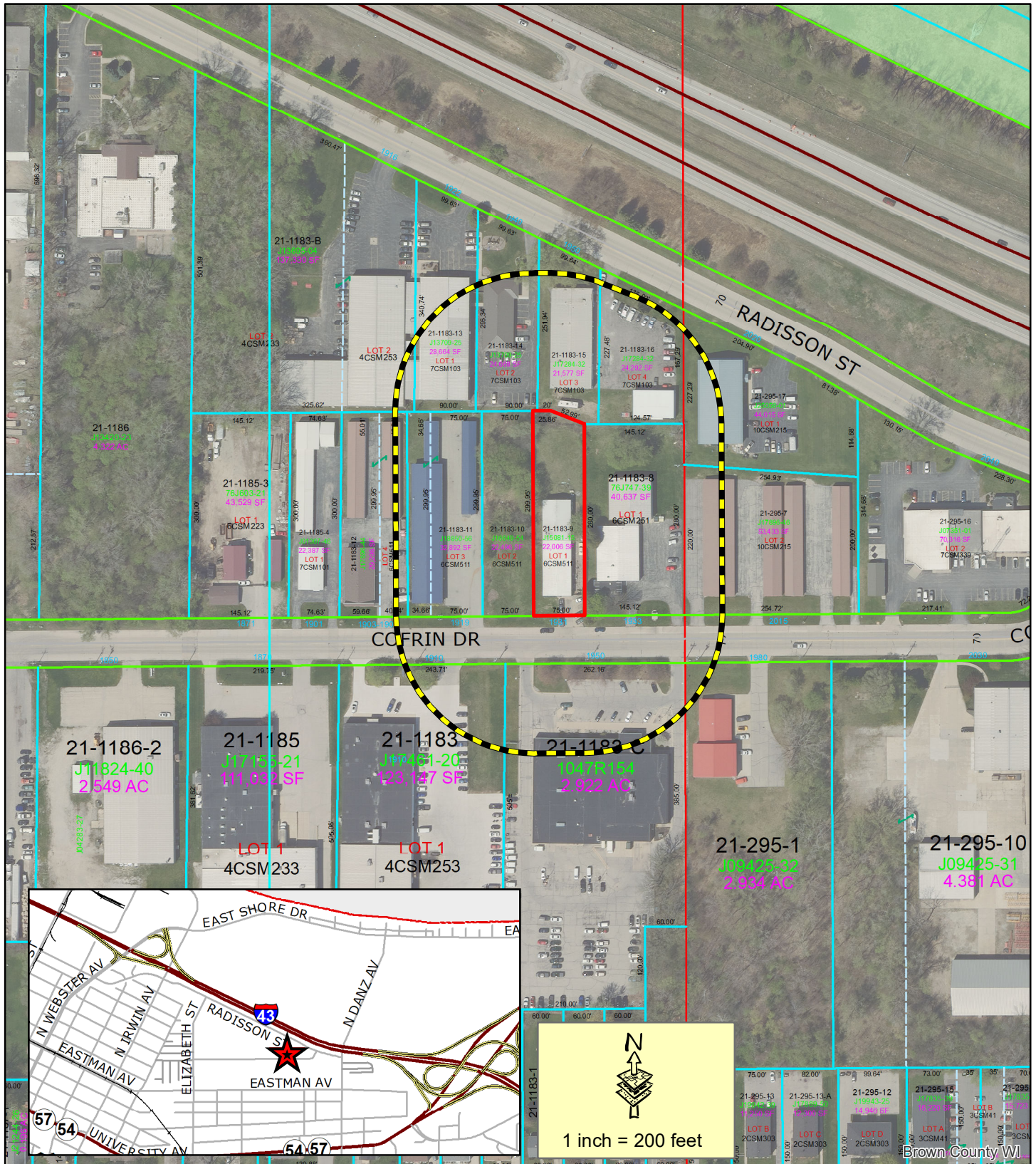
Approval of the request, subject to:

- a. Parcel must have at least one (1) parking stall dedicated to the tower on site and paved vehicular access to the tower at all times.
- b. Compliance with Sec. 44-1586(b) of the Green Bay Municipal Code.
- c. Compliance with all other regulations of the Green Bay Municipal Code.

FISCAL IMPACT

ATTACHMENTS

1. 24-03 Map
2. 24-03 Application Narrative Info
3. 24-03 Site Plan





REQUEST FOR CITY ACTION PLAN COMMISSION

Community and Economic
Development Department
100 N. Jefferson Street, Rm 608
Green Bay, WI 54301-5026
(920) 448-3400 - phone
(920) 448-3426 - fax
www.greenbaywi.gov

Location of Property: 1931 Cofrin Road, Green Bay, WI 54302

Parcel Number(s): 21-1183-9

Petitioner(s): Michael Bieniek, AICP agent - VB BTS II LLC lessee Date: 11/16/23

Email: mbieniek@lcctelecom.com

Phone Number: 847-287-1156

Address: 10700 W. Higgins Road, Suite 240

City: Rosemont

State: IL

Zip: 60018

Property Owner: Jose J. Morales Gonzalez

Phone Number: _____

Submit this Request Form and all required attachments to the Community and Economic Development Department, Room 608, City Hall

To: Honorable Mayor and Common Council, c/o City Clerk

I, Michael Bieniek, AICP

, respectfully request that the City of Green Bay take the following action:

- ☐ Rezone Property (\$375.00 Review Fee)
- ☒ Conditional Use and CUP Amendment, including Single Lot Duplexes (\$375.00 Review Fee)
- ☐ PUD and PUD Amendments (\$425.00 Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Subdivision Plat (\$150.00 + \$35.00 per Lot/Outlot Review Fee)
- ☐ Approve Preliminary Condominium Plat (\$250.00 + \$35.00 per Lot/Outlot/Lot Equivalent Review Fee)
- ☐ Approve Preliminary City/Extraterritorial Certified Survey Map (\$250.00 Review Fee)
- ☐ Approve Final City/Extraterritorial Subdivision Plat (\$150.00 Review Fee)
- ☐ Approve Final Condominium Plat (\$150.00 Review Fee)
- ☐ Grant a City/Extraterritorial Subdivision/CSM Variance (\$150.00 Review Fee)
- ☐ Development District Map Amendment (\$200.00 Administration Fee)
- ☐ Official Map Amendment (\$200.00 Administration Fee)
- ☐ Plat of Right-of-Way (\$200.00 Administration Fee)
- ☐ Discontinue a Public Utility Easement (\$200.00 Administration Fee)
- ☐ Street Name Change (\$200.00 Administration Fee)
- ☐ Declare City Property "City Surplus" (\$200.00 Administration Fee)
- ☐ Vacate a Street/Alley/Pedestrian Way (\$300.00 Administration Fee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- ☐ Closure of Street/Alley/Pedestrian Way (\$300.00 Administration Fee) PLEASE FILL OUT PAGE 2 OF APPLICATION
- ☐ Comprehensive Plan Amendments (\$275.00 Review Fee)
- ☐ Other (\$200.00 Administration Fee): _____

Owner Signature: _____

Agent for VB BTS II, Lessee

Date: 12/26/23

Petitioner Signature(s): _____

Checklist of required attachments:

- Map
- Legal Description
- Applicant Narrative Describing Project
- All Other Pertinent Information

For office use only:

Review Fee: _____

Receipt No.: _____

Zoning Petition No.: _____



APPLICANT: VB BTS II, LLC



**APPLICATION FOR CONDITIONAL USE PERMIT APPROVAL FOR
THE PROPOSED WIRELESS COMMUNICATIONS FACILITY AND
SUPPORT STRUCTURE AT**

**1931 COFRIN ROAD
GREEN BAY, WI 54302
PARCEL NO. 21-1183-9**

VERTICAL BRIDGE SITE ID# – US-WI-5364 BAYCOM

Table of Contents

1. Letter of Application
2. Application Materials
3. Site Data Sheet
4. Legal Description
5. Narrative Overview
6. Section 44.83 Conditional Use Permit Standards
7. Section 44-1586(b) Wireless Communications Facilities and / or Support Structures Standards
8. Section 66.0404 Mobile Service Support Structures and Facilities Standards
9. Carrier Affidavit – Sworn Statement of Need
10. Carrier RF Propagation Maps
11. Fall Zone Letter
12. Structural Analysis – Existing Tower
13. FAA Determination Letter
14. Site Plan

Letter of Application

December 26, 2023

Ms. Stephanie Hummel
Planner II
City of Green Bay
100 N Jefferson Street
Green Bay, WI 54301

RE: Proposed Vertical Bridge Wireless Communications Facility and Support Structure – US-WI-5364
Baycom
1931 Cofrin Drive
Green Bay, WI 54302
Parcel No. 21-1183-9

Dear Ms. Hummel:

LCC Telecom Services, on behalf of the applicant, VB BTS II, LLC (“Vertical Bridge”), has finalized an agreement with the property owners of the site referenced above to develop and construct a wireless communications support structure and facility that will be available to be used by wireless carriers. The proposed shared use facility is designed to house the equipment necessary to provide clear and uninterrupted wireless telecommunications services to the residents and visitors of the City of Green Bay and surrounding areas.

The proposed wireless communications support structure is being erected to initially accommodate the equipment of Cellcom. Cellcom is currently located on an existing tower immediately behind the Baycom building at 2040 Radisson Street which three lots to the east of the proposed tower. The existing tower is not structurally capable of handling necessary equipment upgrades, therefore this tower is no longer a viable option for the carrier.

This mobile service support structure is being proposed pursuant to Section 66.0404 of the Wisconsin State Statutes and Sections Section 44-1586(b) of the City of Green Bay Zoning Ordinance. A Conditional Use Permit is required for the siting and construction of any new wireless communications support structure and facility. The proposed facility will consist of a 155’-0” tall monopole tower with a 4’-0” lightning rod for a total height of 159’-0”, to be located within a 50’-0” x 50’-0” ground area. The proposed tower will be erected, owned, and operated by Vertical Bridge. Vertical Bridge has a commitment with Cellcom, a wireless services provider, for this site. Additionally, the facility will be available for collocation to other wireless providers.

On behalf of the applicant VB BTS II, LLC (“Vertical Bridge”), LCC Telecom Services has submitted all required documentation for the proposed tower, in accordance with Section 66.0404 of the Wisconsin State Statutes, and Section 44-1586(b) of the City of Green Bay Zoning Ordinance for this application to be deemed complete. Should you have any questions please feel free to contact me. I look forward to working with you during the review and approval process. Vertical Bridge looks forward to helping provide the City of Green Bay with improved wireless coverage.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Bieniek", written in a cursive style.

Michael Bieniek, AICP
Zoning Director
LCC Telecom Services
10700 Higgins Road, Suite 240
Rosemont, IL 60018
mbieniek@lcctelecom.com
Cell – (847) 287-1156
Fax – (847) 608-1299

cc: Brandon Griffiths, Project Manager, Vertical Bridge

Application Materials

Site Data Sheet

Applicant: VB BTS II, LLC ("Vertical Bridge")
750 Park of Commerce Drive
Suite 200
Boca Raton, FL 33487

Authorized Agent: Michael Bieniek, AICP
LCC Telecom Services
10700 Higgins Road
Suite 240
Rosemont, IL 60018

Tower Owner: VB BTS II, LLC
750 Park of Commerce Drive
Suite 200
Boca Raton, FL 33487

Applicant's Interest in the Property: Leasehold

Property Owner: Jose J. Morales Gonzalez
2673 Humboldt Road
Green Bay, WI 54311

Address of Property: 1931 Cofrin Drive
Green Bay, WI 54302

Parcel Number: 21-1183-9

Zoning Designation: BP, Business Park District

Request: Application for a Conditional Use Permit and any other approvals or permits necessary to erect a 155'-0" tall monopole tower with a 4'-0" lightning rod for a total height of 159'-0", to be located within a 50'-0" x 50'-0" ground area

Legal Description

Parcel 1:

Lot One (1), Volume 6 Certified Survey Maps, Page 511, Map No. 1651, as Document No. 872561; said map being part of Government Lot Two (2), Section Twenty-nine (29), Township Twenty-four (24) North, Range Twenty-one (21) East, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

Parcel ID No. 21-1183-9

This being a portion of the same property conveyed to Jose J. Morales Gonzalez a married person from TJT Associates, LLC, a Wisconsin limited liability company in a deed dated January 4, 2022 and recorded January 5, 2022 as Instrument No. 2990752 in Brown County, Wisconsin.
Affected by Correction Instrument dated January 12, 2022 and recorded January 12, 2022 as Instrument No. 2991567 in Brown County, Wisconsin.
Further affected by Correction Instrument dated January 18, 2022 and recorded January 20, 2022 as Instrument No. 2992349 in Brown County, Wisconsin.

Narrative Overview

VB BTS II, LLC ("Vertical Bridge") seeks approval of a Conditional Use Permit and any other permits or approvals necessary in order to install a new wireless communications support structure and facility at 1931 Cofrin Drive Parcel No. 21-1183-9. Vertical Bridge proposes to erect this tower and will be offering it as a shared facility to Cellcom (with whom Vertical Bridge already has a commitment) and any other communication carriers that have a need for a facility in this area. Vertical Bridge thus submits this Application (as that term is defined in Section 66.0404 of the Wisconsin State Statutes and Section 44-1586(b) of the City of Green Bay Zoning Ordinance) seeking a permit for the siting and construction of a new mobile service support structure and facilities. The proposed site is located in a BP, Business Park District. Communication towers are an allowable conditional use in Section 44.13 in the zoning code, which lists telecommunications facilities as a use permitted in the BP, Business Park District through a Conditional Use Permit. The property consists of an existing car repair facility within the business park.

The proposed wireless communications support structure is being erected to initially accommodate the equipment of Cellcom. Cellcom is currently located on an existing tower immediately behind the Baycom building at 2040 Radisson Street which three lots to the east of the proposed tower. The existing tower is not structurally capable of handling necessary equipment upgrades, therefore this tower is no longer a viable option for the carrier.

The wireless communications support structure and facility that Vertical Bridge is proposing to install on the property for Cellcom is necessary to provide uninterrupted wireless services to the residents and visitors of the City of Green Bay and surrounding area, including wireless telephone service, voice paging, messaging and wireless internet and broadband data transmission. All registered wireless provider's technology operates at various radio frequency bands allocated by the FCC as part of their license.

Wireless systems operate on a grid system where overlapping cells mesh together, forming a seamless network. No single site can function as a stand-alone entity as each site is interconnected, forming the network. The technical criteria for establishing cell sites are very exacting as to the location and height. The current tower does not allow for Cellcom to meet the functionality at the current location on Radisson Street. The proposed site on the property located at 1931 Cofrin Drive, Green Bay, WI 54302 Parcel No. 21-1183-9 is within the geographic area deemed necessary by engineers for Cellcom to provide uninterrupted services.

In accordance with the Section 66.0404 of the Wisconsin State Statutes and Section 44-1586(b) of the City of Green Bay Zoning Ordinance, Vertical Bridge has made application to install a new mobile

service support facility. The proposed new wireless communications support facility will consist of a 155'-0" tall monopole tower with a 4'-0" lightning rod for a total height of 159'-0" to be located within a 50'-0" x 50'-0" ground area.

In accordance with FCC regulations, the wireless communications facility will not interfere with any form of communications, including but not limited to, land-line phones, cable and satellite television and radio broadcasts. Wireless technology has become a vital part of emergency services, aiding local residents and motorists in a variety of situations, thus helping to protect the general public's health, safety and welfare. The proposed wireless telecommunications facility at this site will further enhance goals of providing the most reliable wireless coverage possible in this area.

The proposed mobile service facility will be designed and constructed to meet all applicable governmental and industry safety standards. Specifically, Vertical Bridge will comply with all FCC and FAA rules and regulations regarding construction requirements and technical standards. RF emissions are subject to the exclusive jurisdiction of the FCC. Any height, lighting or marking issues are subject to the exclusive jurisdiction of the FAA.

LCC Telecom Services, on behalf of Vertical Bridge, looks forward to working with the City of Green Bay to bring the benefits of the proposed improved wireless services to the area. The addition of the facility will ensure the best uninterrupted wireless services for the City of Green Bay. This application addresses all standards of the Section 66.0404 of the Wisconsin State Statutes and Section 44-1586(b) of the City of Green Bay Zoning Ordinance.

Section 44.83 Conditional Use Permit Standards

Standards. Conditional use approval may be recommended by the Plan Commission with reasonable consideration of the following:

- (1) The establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, or general welfare.

The proposed tower is located on property zoned BP, Business Park District. The tower is proposed to be on the rear of the property behind an existing auto maintenance business. Improved wireless service in the area will be beneficial to the public health, safety and general welfare. The facility will not be detrimental to or endanger public health, safety or general welfare in any way.

- (2) The establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

The proposed tower will not impede orderly development or improvement of property in the surrounding area. The property is located within an existing business park just south of I-43. The enhanced wireless service will be a benefit to the businesses located in the area, along with the motoring public using a major arterial connecting Green Bay along the eastern portion of Wisconsin from the Illinois to Michigan borders.

- (3) The conditional use, its exterior architectural design, and functional plan of any proposed structure will not be injurious to the use of other property in the immediate vicinity nor substantially diminish or impair property values within the surrounding neighborhood.

The proposed tower is a 155'-0" monopole with a 4'-0" lightning rod for a total height of 159'-0" to be located within a 50'-0" x 50'-0" lease parcel. The design within the immediate area will not be injurious to the use of other property in the immediate vicinity nor substantially diminish or impair property values within the surrounding neighborhood. To the contrary, allowing Cellcom to provide the necessary upgrades to their equipment will provide enhanced signal for wireless subscribers in the area.

- (4) Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.

Adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided at this site. The only utilities necessary for a wireless communications support structure are power and fiber, both of which are available at the site. The access to the proposed facility will be through the existing driveway off Cofrin Road.

- (5) Adequate measures have been or will be taken to provide ingress and egress and so designed as to minimize traffic congestion.

As stated above, the ingress and egress is through the existing driveway on Cofrin Road. Tower sites are unstaffed facilities and visited approximately once per month in a SUV sized, therefore there will be no additional traffic congestion as a result.

- (6) Adequate parking facilities as specified in Article XVIII of this chapter.

As the tower is an unstaffed facilities and visited approximately once per month in a SUV sized, there will be no additional parking on this site. A 12'-0" gravel access road will service the tower. At the end of the access, south of the tower there will be a turnaround to allow the technician ingress and egress without the need of parking.

- (7) The conditional use shall, in all other respects, conform to the applicable regulations of the district in which it is located and all other applicable City ordinances.

The proposed Conditional Use will be designed to meet all Federal, State and City ordinances and regulations.

Section 44-1586(b) Wireless Communication Facilities and / or Support Structures

For each application for a Conditional Use, the Plan Commission shall report to the Common Council findings and recommendations, including the stipulation of additional conditions and guarantees that such conditions will be complied with when they are deemed necessary for the protection of the public interest.

(b) *Wireless communication facilities and/or support structures.*

(1) A proposal for new wireless communication facilities and/or support structures shall not be approved unless the Common Council finds that the telecommunications equipment planned for the proposed facilities cannot be accommodated on an existing or approved wireless communication support structure within a one-mile search radius due to one or more of the following reasons, as documented by a qualified and licensed professional engineer:

- a. The planned equipment would exceed the structural capacity of the existing or approved wireless communication support structure, and it cannot be reinforced, modified, or replaced to accommodate equivalent equipment.
- b. The planned equipment would cause interference affecting the usability of other existing or planned equipment at the wireless communication facilities and/or support structures.
- c. Existing or approved wireless communication support structures within the search radius cannot accommodate the planned equipment at a height necessary to function reasonably.

There is one existing tower located within one (1) mile of the proposed tower location, which is located at 2040 Radisson Street where Cellcom is currently located. The existing tower does not have the structural capabilities for Cellcom to make the necessary upgrades to their equipment to desired standards of operation.

(2) Any proposed commercial wireless communication support structure shall be designed to accommodate both the applicant's antennas and comparable antennas for at least two additional users, as well as be designed to allow for future rearrangement of antennas and to accept antennas mounted at varying heights.

As shown on the attached drawings, the proposed tower is being built for at least two additional carriers. Vertical Bridge is a tower company that builds, leases and manages sites for perspective carriers wishing to co-locate on their towers.

(3) Design. Proposed or modified wireless communication facilities and/or support structures shall blend in with the surrounding environment, except as may be required by rules of the Federal Aviation Administration (FAA) and Federal Communications Commission (FCC). Any associated utility buildings must also blend in with the character of the district in which it is located.

The proposed tower is a monopole design located in an industrial area behind an existing automobile repair facility. The proposed tower is also located in close proximity to I-43. The tower will have little visual impact on the area.

(4) Setbacks. Wireless communication facilities and/or support structures shall conform to the setback requirements of the underlying zoning.

The proposed tower is located in the BP, Business Park District. According to Section 44-802, Table 44-12, the setbacks in this district are: front – 15'; side – 10'; and rear 15'. The proposed facility will meet these setbacks.

(5) Signage. The use of any portion of wireless communication facilities and/or support structures for signs other than warning or equipment signs is prohibited.

The proposed tower site will not have any signage other than what is required by the Federal Communications Commission (FCC).

(6) Lighting. Wireless communication facilities and/or support structures shall not be illuminated by artificial means and shall not display strobe lights unless such lighting is specifically required by the FAA or other federal or state authority for particular wireless communication facilities and/or support structures.

The proposed tower has been conditionally approved and will not require any lighting. The carriers located on the tower will comply with the FAA 5G C band compatibility and the tower is deemed as no hazard to air navigation.

(7) Security and landscaping. Ground-mounted equipment and utility buildings shall be screened from view by suitable vegetation, except where a design of non-vegetative screening better reflects and complements the character of the surrounding neighborhood. The base of the wireless communication support structure shall be secured so that it is not accessible by the general public.

The proposed site does not have landscaping on this portion of the site. The proposed tower is located in a BP, Business Park District, located behind an existing car repair facility, therefore no vegetative screening is proposed.

(8) Abandonment.

a. All unused wireless communication facilities and/or support structures shall be removed within 12 months of the cessation of operations at the site unless a time extension is approved by the Plan Commission. If leased property, a copy of the signed lease which requires the applicant to remove the wireless communication facilities and/or support structures upon cessation of operations at the site shall be submitted at the time of application. In the event that wireless communication facilities and/or support structures are not removed within 12 months of the cessation of operations at a site, the wireless communication facilities and/or support structures may be removed by the City and the costs assessed against the property.

b. Unused portions of wireless communication support structures above a manufactured connection shall be removed within six months of the time of antenna relocation. The

replacement of portions of a wireless communication support structure previously removed requires the issuance of a new conditional use permit.

Vertical Bridge will agree to the above conditions of removal in the event the tower is deemed abandoned for twelve (12) months.

(9) Interference. The wireless communication facilities and/or support structures shall be shielded, filtered, and grounded in a manner consistent with FCC and Electronic Industries Association guidelines so as to minimize the possibility of interference with locally-received transmissions. Additionally, the owner of said facilities shall execute an agreement holding the City harmless for any interference.

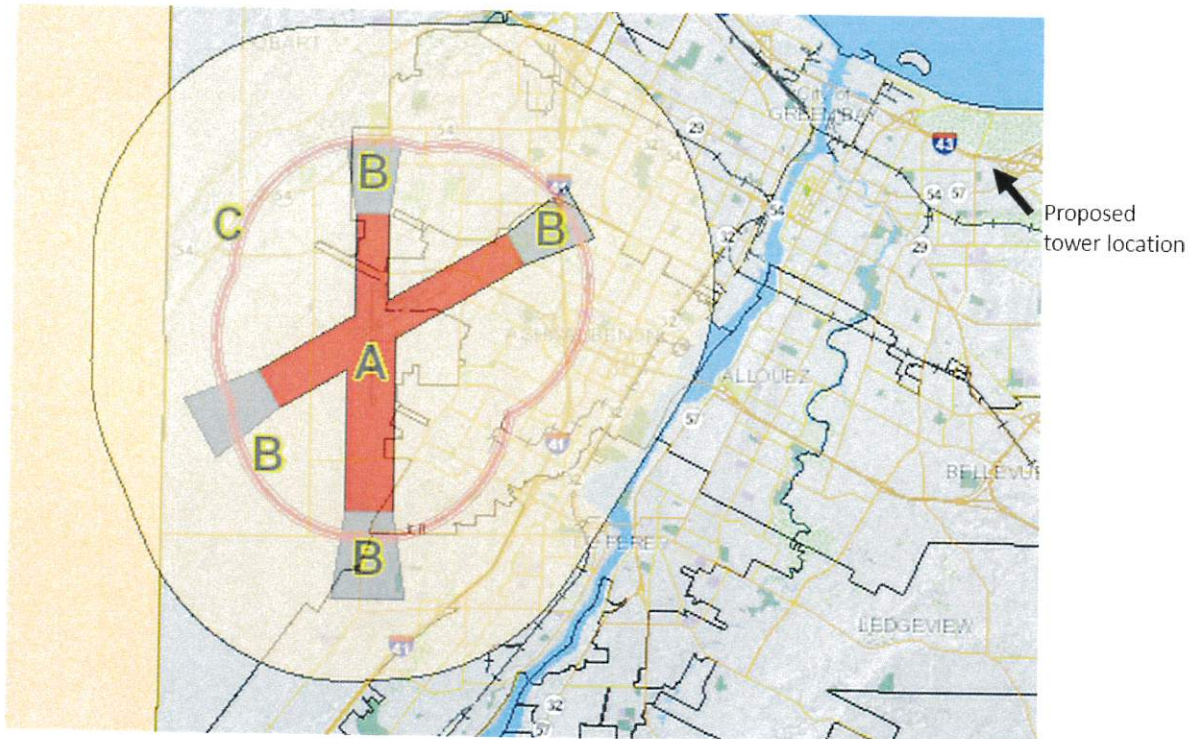
The proposed facility will meet and / or exceed all Federal, State and Local requirements including all FCC and Electronic Industries Association guidelines. Additionally, Section 66.0404(4)(v) of the Wisconsin State Statutes states a municipality may not "(v) Condition the approval of an application on, or otherwise require, the applicant's agreement to indemnify or insure the political subdivision in connection with the political subdivision's exercise of its authority to approve the application."

(10) Obstruction marking and airport zoning. All wireless communication facilities and/or support structures shall comply with the obstruction marking and lighting requirements of the FAA in cooperation with the FCC. Written verification from the FAA of its obstruction marking requirements is required.

As stated above, the proposed tower has been conditionally approved and will not require any lighting. The carriers located on the tower will comply with the FAA 5G C band compatibility and the tower is deemed as no hazard to air navigation.

(11) Airport zone. If applicable, written verification of compliance with the Austin Straubel International Airport Zoning Ordinance is required.

The proposed tower is not located within the Austin Straubel International Airport Zone, as shown below.



(12) Municipal sites. The siting and design of wireless communication facilities and/or support structures on municipal property shall be consistent with the character of the area and other zoning requirements. Facilities shall not be located in conservancy areas but may be located in active recreation areas, major playfields, municipal parks, and maintenance facilities. Any application for wireless communication facilities and/or support structures site within a park shall go before the Park and Recreation Committee, and applications for other municipal property shall go before the Improvement and Services Committee.

The proposed site is not located on a municipal property, therefore this provision does not apply.

(13) Existing wireless communication facilities and/or support structures. Any structural modification to existing wireless communication facilities and/or support structures must meet the requirements set forth in this section.

The application is for a proposed wireless communications support structure, therefore this provision does not apply.

(14) Data sharing. The following data shall be submitted to the Planning Department and updated in a timely manner:

- a. Parcel number and address where the wireless communication facilities and/or support structures are to be located.

**1931 Cofrin Drive
Green Bay, WI 54302
21-1183-9**

b. Wireless communication support structure owners' and agents' contact information.

Michael Bieniek, AICP, of LCC Telecom Services
10700 W. Higgins Road, Suite 240 Rosemont, IL 60018
mbieniek@lcc telecom.com
847-287-1156

c. Number of tenants using wireless communication support structure and lease space available.

The proposed tower will initially accommodate Cellcom's equipment, however the tower is being designed to accommodate at least three carriers within a 50'-0" x 50'-0" lease parcel.

d. Wireless communication facilities and/or support structures elevations (in feet).

The proposed new wireless communications support facility will consist of a 155'-0" tall monopole tower with a 4'-0" lightning rod for a total height of 159'-0"

e. Wireless communication support structure type (monopole, lattice, etc.) and antenna technology on structure (cellular, PCS, etc.).

As stated above, the proposed wireless communications support structure has been designed as to be a monopole tower.

Section 66.0404 Mobile Service Support Structures and Facilities Standards

The 2013 Biennial Budget Act (Act 20) modified the regulatory powers of local governments in regard to applications for mobile service facilities and support structures. The law was enacted to impose consistent statewide standards regarding the regulation of placement of mobile service facilities and support structures. In order to achieve this consistency, the state statute preempts local ordinances to the extent that they are inconsistent with the statute.

The proposed facility is governed by Wis. Stat. § 66.0404 of the Wisconsin Statutes, entitled "Mobile Tower Siting Regulations". The submittal requirements of this statute have also been codified in the Kronenwetter Zoning Ordinance. The proposed facility meets the requirements of §66.0404.

Application Requirements - Wis. Stat. § 66.0404(2)(b)(1-6).

§66.0404(2)(b) of the state statute sets out specific requirements and timelines for an application to construct a new mobile service support structure. These requirements are defined by Wis. Stat. § 66.0404(2)(b)(1-6), and identify six categories of information that may be required to constitute a complete application for a substantial modification or a new site. In this case, five of the six categories are required based on the site type as a new mobile service facility and support structure and the other category is not required.

The following information is required under the statute in order for an application to be complete. The statute requirement is listed below in bold, with the compliant document or information identified or outlined below the requirement.

1. The name and business address of, and the contact individual for, the applicant. Wis. Stat. § 66.0404(2)(b)(1).

The applicant is VB BTS II, LLC. Michael Bieniek, AICP, of LCC Telecom Services is the agent of and contact individual for VB BTS II, LLC. His business address is 10700 W. Higgins Road, Suite 240 Rosemont, IL 60018.

2. The location of the proposed or affected support structure. Wis. Stat. § 66.0404(2)(b)(2).

A support structure is defined in Wis. Stat. §66.0404(1)(l) as "a freestanding structure that is designed to support a mobile service facility". In this case, the proposed support structure is a 155'-0" tall monopole tower with a 4'-0" lightning rod for a total height of 159'-0".

The proposed tower is a monopole design located in an industrial area behind an existing automobile repair facility. The proposed tower is also located in close proximity to I-43. The support structure will be located within an equipment compound as defined in Wis. Stat. §66.0404(1)(h). This fenced lease area is part of a larger parent parcel at the above address. The support structure location is depicted on the site plans that have been submitted as part of this application.

The support structure will be located within an equipment compound as defined in Wis. Stat. §66.0404(1)(h). This fenced lease area is part of a larger parent parcel at the above address. The support structure location is depicted on the site plans that have been submitted as part of this application.

3. The location of the proposed mobile service facility. Wis. Stat. § 66.0404(2)(b)(3).

A mobile service facility is defined in Wis. Stat. §66.0404(1)(l) as "a set of equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and associated equipment, that is necessary to provide mobile service to a discreet geographic area." In this case, the equipment consists of base station equipment, along with antennas, transmitters, receivers, power supplies, cabling and associated equipment. All the equipment is necessary to operate the facility.

The proposed tower is a monopole design located in an industrial area behind an existing automobile repair facility at 1931 Cofrin Drive, Green Bay, WI 54302 (PIN 21-1183-9). The proposed tower is also located in close proximity to I-43. The support structure will be located within an equipment compound as defined in Wis. Stat. §66.0404(1)(h). This fenced lease area is part of a larger parent parcel at the above address. The support structure location is depicted on the site plans that have been submitted as part of this application. The mobile service facility will be located within an equipment compound as defined in Wis. Stat. §66.0404(1)(h). This fenced lease parcel is part of a larger parent parcel at the above address. The location of the mobile service facility is depicted on the site plans that have been submitted as part of this application.

4. If the application is to substantially modify an existing support structure, a construction plan which describes the proposed modifications to the support structure and the equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling and related equipment associated with the proposed modifications. Wis. Stat. § 66.0404(2)(b)(4).

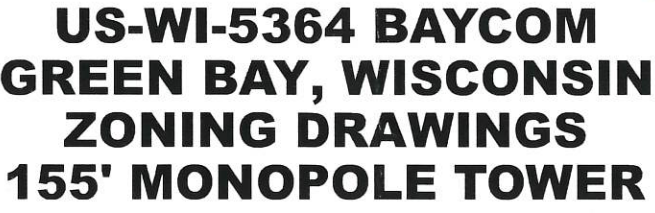
Wis. Stat. §66.0404(2)(b)(4) applies only to substantial modification applications. Substantial modifications apply only to the modification of existing sites and not to the construction of a new site. Accordingly, this information is not required for this application.

5. A construction plan which describes the proposed mobile service support structure and the equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment to be placed on or around the new mobile service support structure. Wis. Stat. § 66.0404(2)(b)(5).

The construction plan required for a new mobile service support structure and facility under Wis. Stat. §66.0404(2)(b)(4) has been submitted as part of this application. The construction plan includes all the elements required under the state statute.

6. An explanation as to why the applicant chose the proposed location and why the applicant did not choose collocation, including a sworn statement from an individual who has responsibility over the placement of the mobile service support structure attesting that collocation within the applicant's search ring would not result in the same mobile service functionality, coverage, and capacity; is technically infeasible; or is economically burdensome to the mobile service provider. Wis. Stat. § 66.0404(2)(b)(6).

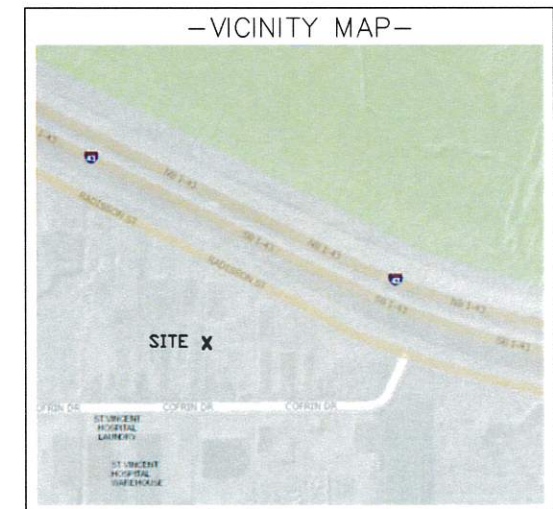
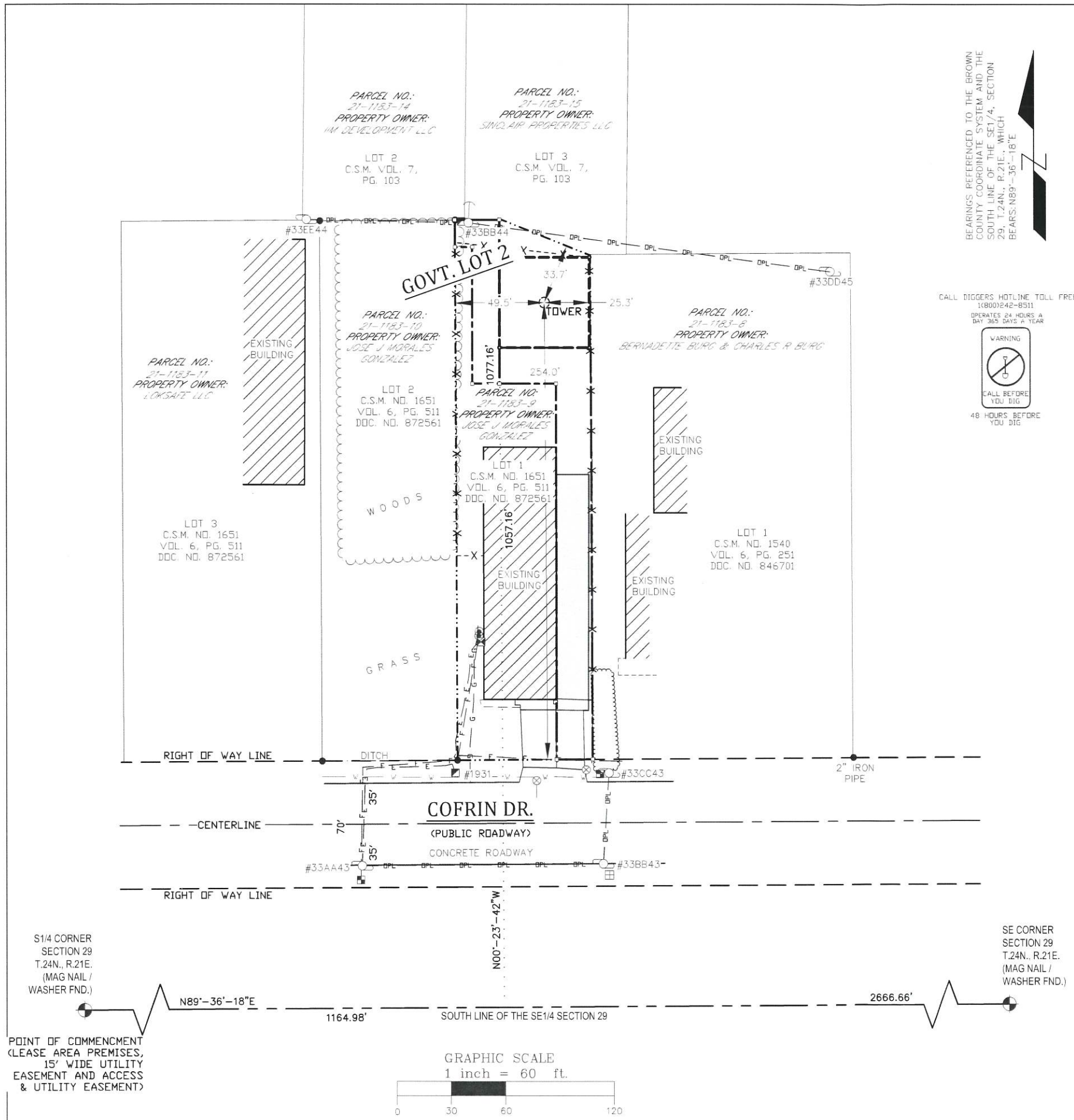
A sworn statement as described above from Cellcom (with whom Vertical Bridge has a commitment) has been attached to this application for the proposed mobile support structure to be located at 1931 Cofrin Drive, Green Bay, WI 54302 (PIN 21-1183-9).



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verticalbridge
VB BTS II, LLC
750 PARK OF COMMERCE DRIVE
SUITE 200
BOCA RATON, FL 33487

L:\37400\37433\Design\CAD\Zoning Drawings\Plot\G-001.dgn



TOWER BASE
LATITUDE: N44°-31'-12.33"
LONGITUDE: W87°-58'-24.21"
(Per North American Datum of 83/2011)

Ground Elevation: 585.9'
(Per North American Vertical Datum of 1988)

- LEGEND-
- = 1" X 18" IRON PIPE SET
 - = 1" IRON PIPE FOUND
 - ⊙ = METAL POST
 - = 6" NAIL SET
 - ⊕ = COUNTY MONUMENT FOUND
 - ⊗ = WATER VALVE
 - ⊞ = FIBER OPTIC PEDESTAL
 - ⊡ = TELEPHONE PEDESTAL
 - ⊠ = CABLE BOX
 - ⊞ = EXISTING POWER POLE
 - E — E — = BURIED ELECTRIC
 - DPL — DPL — = OVERHEAD ELECTRIC
 - W — W — = WATER MAIN
 - G — G — = BURIED GAS LINE
 - F — F — = BURIED FIBER OPTIC LINE
 - X — = CHAINLINK FENCE
 - — — = EDGE OF BRUSH/WOODS
 - · — · — = PROPERTY LINE
 - — — = EXISTING GUY ANCHOR

SURVEYOR'S CERTIFICATE
I, Craig A. Keach, Professional Land Surveyor
of Meridian Surveying, LLC, certify that I have surveyed the
described property and that the map shown is a true and accurate
representation thereof to the best of my knowledge and belief.

Dated this _____ day of _____, 2023.

WISCONSIN PROFESSIONAL LAND SURVEYOR
Craig A. Keach, S-2333

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Consulting Engineers, Inc.
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SUITE 200
BOCA RATON, FL 33487

MERIDIAN
SURVEYING, LLC
N9637 Friendship Drive Office: 920-993-0881
Kaukauna, WI 54130 Fax: 920-273-6037

SITE NAME:
BAYCOM

SITE NUMBER:
US-WI-5364

SITE ADDRESS:
1931 COFRIN DR
GREEN BAY, WI 54302

PROPERTY OWNER:
JOSE J MORALES
GONZALEZ
2673 HUMBOLDT RD
GREEN BAY, WI 54311

PARCEL NO.: 21-1183-9

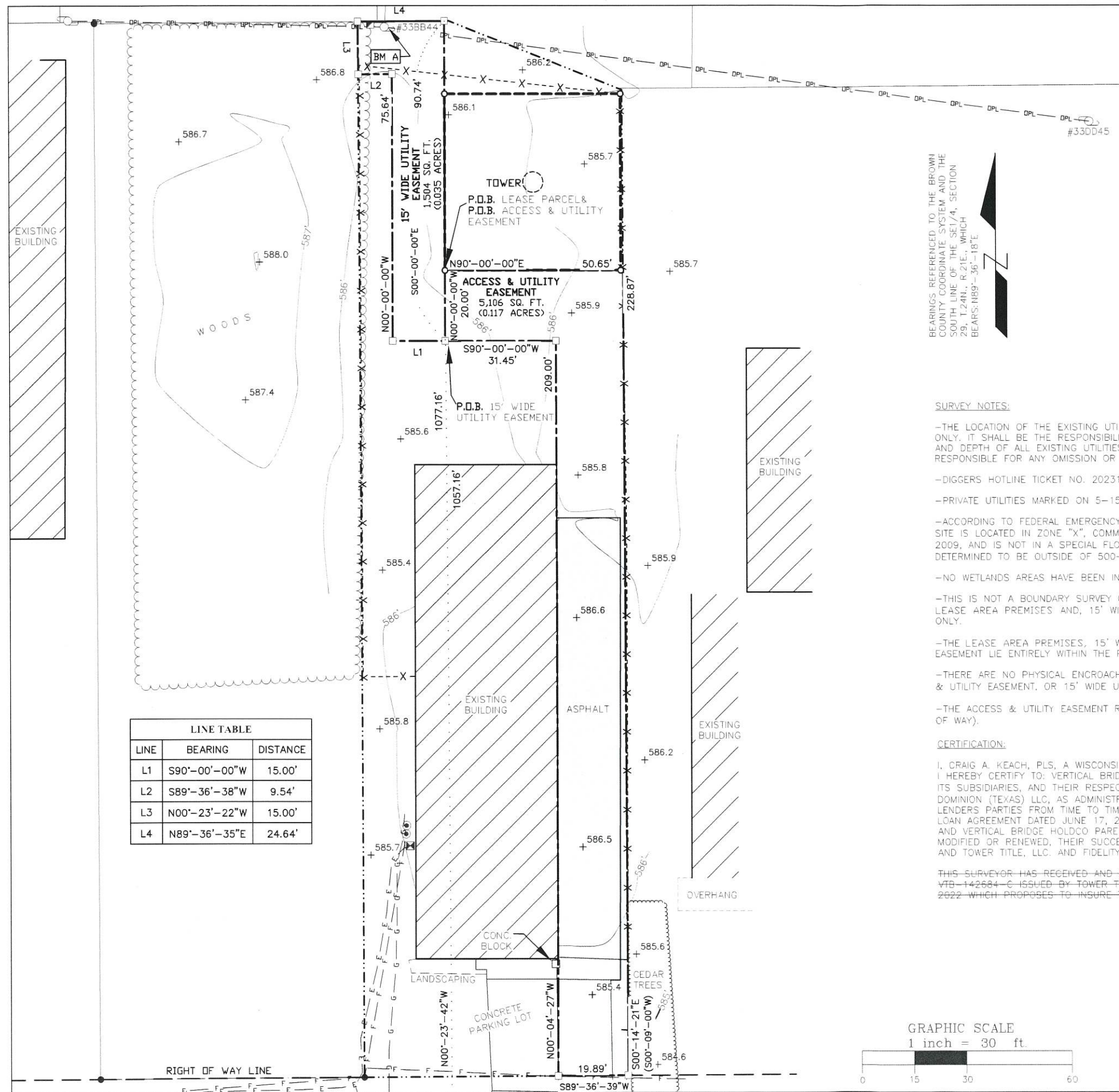
ZONED: (BP)

DEED REFERENCE: DOC. NO. 2992349

SURVEY PLAT
FOR
VERTICAL BRIDGE VBTS, LLC.
BEING A PART OF GOVERNMENT LOT 2,
SECTION 29, T.24N., R.21E., CITY OF
GREEN BAY, BROWN COUNTY,
WISCONSIN

NO.	DATE	DESCRIPTION	BY
2	5-22-23	Added Lease & Easement	KR
1	5-16-23	Preliminary Survey	KR

DRAWN BY:	K.R.	FIELD WORK DATE:	5-15-23
CHECKED BY:	C.A.K.	FIELD BOOK:	X
JOB NO.:	14584	SHEET	1 OF 3



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S90°-00'-00"W	15.00'
L2	S89°-36'-38"W	9.54'
L3	N00°-23'-22"W	15.00'
L4	N89°-36'-35"E	24.64'

BENCHMARK INFORMATION
SITE BENCHMARK: (BM A)
SET 6" NAIL IN SOUTH FACE OF
POWER POLE #33BB44
ELEVATION: 587.64'

—LEGEND—

- = 1" X 18" IRON PIPE SET
- = 1" IRON PIPE FOUND
- ⊙ = METAL POST
- = 6" NAIL SET
- ⊕ = COUNTY MONUMENT FOUND
- ⊗ = WATER VALVE
- ⊞ = FIBER OPTIC PEDESTAL
- ⊠ = TELEPHONE PEDESTAL
- = CABLE BOX
- ⊕ = EXISTING POWER POLE
- E — = BURIED ELECTRIC
- DPL — = OVERHEAD ELECTRIC
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- G — = BURIED GAS LINE
- F — = BURIED FIBER OPTIC LINE
- X — = CHAINLINK FENCE
- ~~~~~ = EDGE OF BRUSH/WOODS
- = PROPERTY LINE
- = EXISTING GUY ANCHOR

BEARINGS REFERENCED TO THE BROWN
COUNTY COORDINATE SYSTEM AND THE
SOUTH LINE OF THE SE1/4, SECTION
29, T.24N., R.21E., WHICH
BEARS: N89°-36'-18"E

SURVEY NOTES:

- THE LOCATION OF THE EXISTING UTILITIES, AS SHOWN ON THIS PLAN, ARE APPROXIMATE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ACTUAL LOCATION AND DEPTH OF ALL EXISTING UTILITIES. THE OWNER AND THE SURVEYOR SHALL NOT BE RESPONSIBLE FOR ANY OMISSION OR VARIATION FROM THE LOCATION SHOWN.
- DIGGERS HOTLINE TICKET NO. 20231910527.
- PRIVATE UTILITIES MARKED ON 5-15-2023.
- ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS, THE TELECOMMUNICATIONS SITE IS LOCATED IN ZONE "X", COMMUNITY PANEL NO. 55009C0188F, DATED AUGUST 18 2009, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. ZONE "X" IS DESIGNATED AS: "AREAS DETERMINED TO BE OUTSIDE OF 500-YEAR FLOOD PLAIN".
- NO WETLANDS AREAS HAVE BEEN INVESTIGATED BY THIS SURVEY.
- THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL. THIS SURVEY REPRESENTS THE LEASE AREA PREMISES AND, 15' WIDE UTILITY EASEMENT, AND ACCESS & UTILITY EASEMENT ONLY.
- THE LEASE AREA PREMISES, 15' WIDE UTILITY EASEMENT, AND ACCESS & UTILITY EASEMENT LIE ENTIRELY WITHIN THE PARENT PARCEL.
- THERE ARE NO PHYSICAL ENCROACHMENTS AFFECTING THE LEASE AREA PREMISES ACCESS & UTILITY EASEMENT, OR 15' WIDE UTILITY EASEMENT.
- THE ACCESS & UTILITY EASEMENT RUNS TO COFRIN DR. RIGHT OF WAY (A PUBLIC RIGHT OF WAY).

CERTIFICATION:

I, CRAIG A. KEACH, PLS, A WISCONSIN PROFESSIONAL LAND SURVEYOR, LICENSE NO. S-2333, I HEREBY CERTIFY TO: VERTICAL BRIDGE REIT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUBSIDIARIES, AND THEIR RESPECTIVE SUCCESSORS AND/OR ASSIGNS; AND (ii) TORONTO DOMINION (TEXAS) LLC, AS ADMINISTRATIVE AGENT, FOR ITSELF AND ON BEHALF OF THE LENDERS PARTIES FROM TIME TO TIME TO THAT CERTAIN SECOND AMENDED AND RESTATED LOAN AGREEMENT DATED JUNE 17, 2016 WITH VERTICAL BRIDGE HOLDCO, LLC, AS BORROWER, AND VERTICAL BRIDGE HOLDCO PARENT, LLC, AS PARENT, AS MAY BE AMENDED, RESTATED, MODIFIED OR RENEWED, THEIR SUCCESSORS AND ASSIGNS AS THEIR INTERESTS MAY APPEAR; AND TOWER TITLE, LLC. AND FIDELITY NATIONAL TITLE INSURANCE COMPANY.

THIS SURVEYOR HAS RECEIVED AND REVIEWED THAT CERTAIN TITLE COMMITMENT NO. VTB-142684-C ISSUED BY TOWER TITLE, LLC. WITH AN EFFECTIVE DATE OF NOVEMBER 24, 2022 WHICH PROPOSES TO INSURE THE LANDS DESCRIBED UNDER ITS SCHEDULE A.

SURVEYOR'S CERTIFICATE

I, Craig A. Keach, Professional Land Surveyor of Meridian Surveying, LLC., certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

Dated this _____ day of _____, 2023.

WISCONSIN PROFESSIONAL LAND SURVEYOR
Craig A. Keach, S-2333

SURVEYED FOR:

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Consulting Engineers, Inc.

624 Water Street
Prairie du Sac, WI 53578
608.644.1449 voice
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SURVEYED FOR:

verticalbridge

750 PARK OF COMMERCE DRIVE
SUITE 200
BOCA RATON, FL 33487

MERIDIAN
SURVEYING, LLC

N9637 Friendship Drive Office: 920-993-0881
Kaukauna, WI 54130 Fax: 920-273-6037

SITE NAME:
BAYCOM

SITE NUMBER:
US-WI-5364

SITE ADDRESS:
1931 COFRIN DR
GREEN BAY, WI 54302

PROPERTY OWNER:
JOSE J MORALES
GONZALEZ
2673 HUMBOLDT RD
GREEN BAY, WI 54311

PARCEL NO.: 21-1183-9

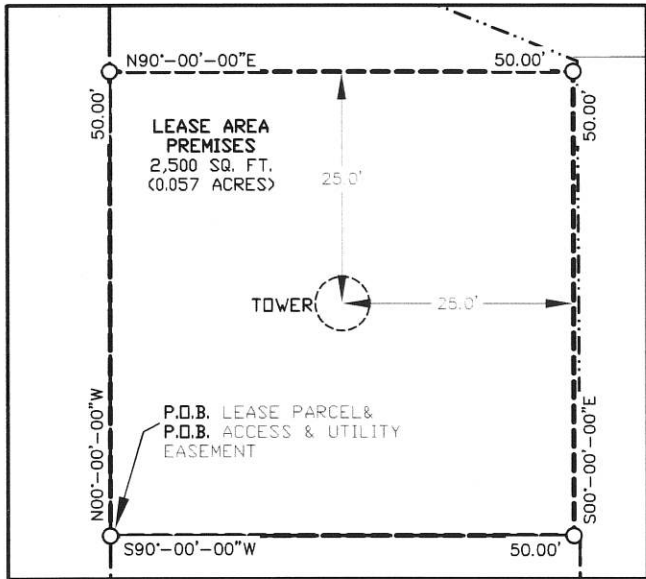
ZONED: (BP)

DEED REFERENCE: DOC. NO. 2992349

SURVEY PLAT
FOR
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BEING A PART OF GOVERNMENT LOT 2,
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NO.	DATE	DESCRIPTION	BY
2	5-22-23	Added Lease & Easement	KR
1	5-16-23	Preliminary Survey	KR

DRAWN BY: K.R.	FIELD WORK DATE: 5-15-23
CHECKED BY: C.A.K.	FIELD BOOK: X
JOB NO.: 14584	SHEET 2 OF 3



GRAPHIC SCALE
1 inch = 20 ft.

—LEGEND—

- = 1" X 18" IRON PIPE SET
- = 1" IRON PIPE FOUND
- ⊙ = METAL POST
- = 6" NAIL SET
- ⊗ = COUNTY MONUMENT FOUND
- ⊕ = WATER VALVE
- ⊞ = FIBER OPTIC PEDESTAL
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- · — · — = PROPERTY LINE
- > = EXISTING GUY ANCHOR

BEARINGS REFERENCED TO THE BROWN
COUNTY COORDINATE SYSTEM AND THE
SOUTH LINE OF THE SE1/4, SECTION
29, T.24N., R.21E., WHICH
BEARS: N89°-36'-18"E

LEASE AREA PREMISES

Being a part of Lot One (1) of Certified Survey Map No. 1651 Recorded in Volume 6 on Page 511 of Brown County Certified Survey Maps as Document No. 872561 and being located in Government Lot Two (2) of Section Twenty-Nine (29), Township Twenty-Four (24) North, Range Twenty-One (21) East, City of Green Bay, Brown County, Wisconsin containing 2,500 square feet (0.057 acres) of land and being described by:

Commencing at the South Quarter Corner of said Section 29; thence N89°-36'-18"E 1164.98 feet along the South line of the SE1/4 of said Section 29; thence N00°-23'-42"W 1077.16 feet to the point of beginning; thence N00°-00'-00"W 50.00 feet thence N90°-00'-00"E 50.00 feet; thence S00°-00'-00"E 50.00 feet; thence S90°-00'-00"W 50.00 feet; to the point of beginning. Being subject to any and all easements and restrictions of record.

ACCESS & UTILITY EASEMENT

Being a part of Lot One (1) of Certified Survey Map No. 1651 Recorded in Volume 6 on Page 511 of Brown County Certified Survey Maps as Document No. 872561 and being located in Government Lot Two (2) of Section Twenty-Nine (29), Township Twenty-Four (24) North, Range Twenty-One (21) East, City of Green Bay, Brown County, Wisconsin containing 5,106 square feet (0.117 acres) of land and being described by:

Commencing at the South Quarter Corner of said Section 29; thence N89°-36'-18"E 1164.98 feet along the South line of the SE1/4 of said Section 29; thence N00°-23'-42"W 1077.16 feet to the point of beginning; thence N90°-00'-00"E 50.65 feet to a point on the East line of said Lot 1; thence S00°-14'-21"E (Recorded as S00°-09'-00"W) 228.87 feet along said East line to a point on the North Right of Way line of Cofrin Drive; thence S89°-36'-39"W 19.89 feet along said North Right of Way line; thence N00°-04'-27"W 209.00 feet; thence S90°-00'-00"W 31.45 feet; thence N00°-00'-00"W 20.00 feet to the point of beginning. Being subject to any and all easements and restrictions of record.

15 FOOT WIDE UTILITY EASEMENT

Being a part of Lot One (1) of Certified Survey Map No. 1651 Recorded in Volume 6 on Page 511 of Brown County Certified Survey Maps as Document No. 872561 and being located in Government Lot Two (2) of Section Twenty-Nine (29), Township Twenty-Four (24) North, Range Twenty-One (21) East, City of Green Bay, Brown County, Wisconsin containing 1,504 square feet (0.035 acres) of land and being described by:

Commencing at the South Quarter Corner of said Section 29; thence N89°-36'-18"E 1164.98 feet along the South line of the SE1/4 of said Section 29; thence N00°-23'-42"W 1057.16 feet to the point of beginning; thence S90°-00'-00"W 15.00 feet; thence N00°-00'-00"W 75.64 feet; thence S89°-36'-38"W 9.54 feet to a point on the West line of said Lot 1; thence N00°-23'-22"W (Recorded as N00°-09'-00"E) 15.00 feet along said West line to the Northwest Corner of said Lot 1; thence N89°-36'-35"E (Recorded as East) 24.64 feet along the North line of said Lot 1; thence S00°-00'-00"E 90.74 feet to the point of beginning. Being subject to any and all easements and restrictions of record.

SURVEYOR'S CERTIFICATE

I, Craig A. Keach, Professional Land Surveyor of Meridian Surveying, LLC., certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

Dated this _____ day of _____, 2023.

WISCONSIN PROFESSIONAL LAND SURVEYOR
Craig A. Keach, S-2333

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624 Water Street
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SURVEYED FOR:

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MERIDIAN
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SITE NAME:
BAYCOM

SITE NUMBER:
US-WI-5364

SITE ADDRESS:
1931 COFRIN DR
GREEN BAY, WI 54302

PROPERTY OWNER:
JOSE J MORALES
GONZALEZ
2673 HUMBOLDT RD
GREEN BAY, WI 54311

PARCEL NO.: 21-1183-9

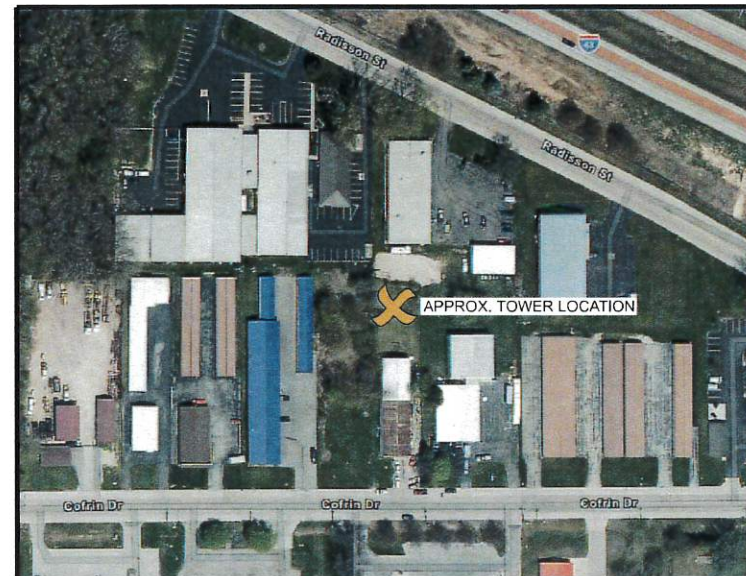
ZONED: (BP)

DEED REFERENCE: DOC. NO. 2992349

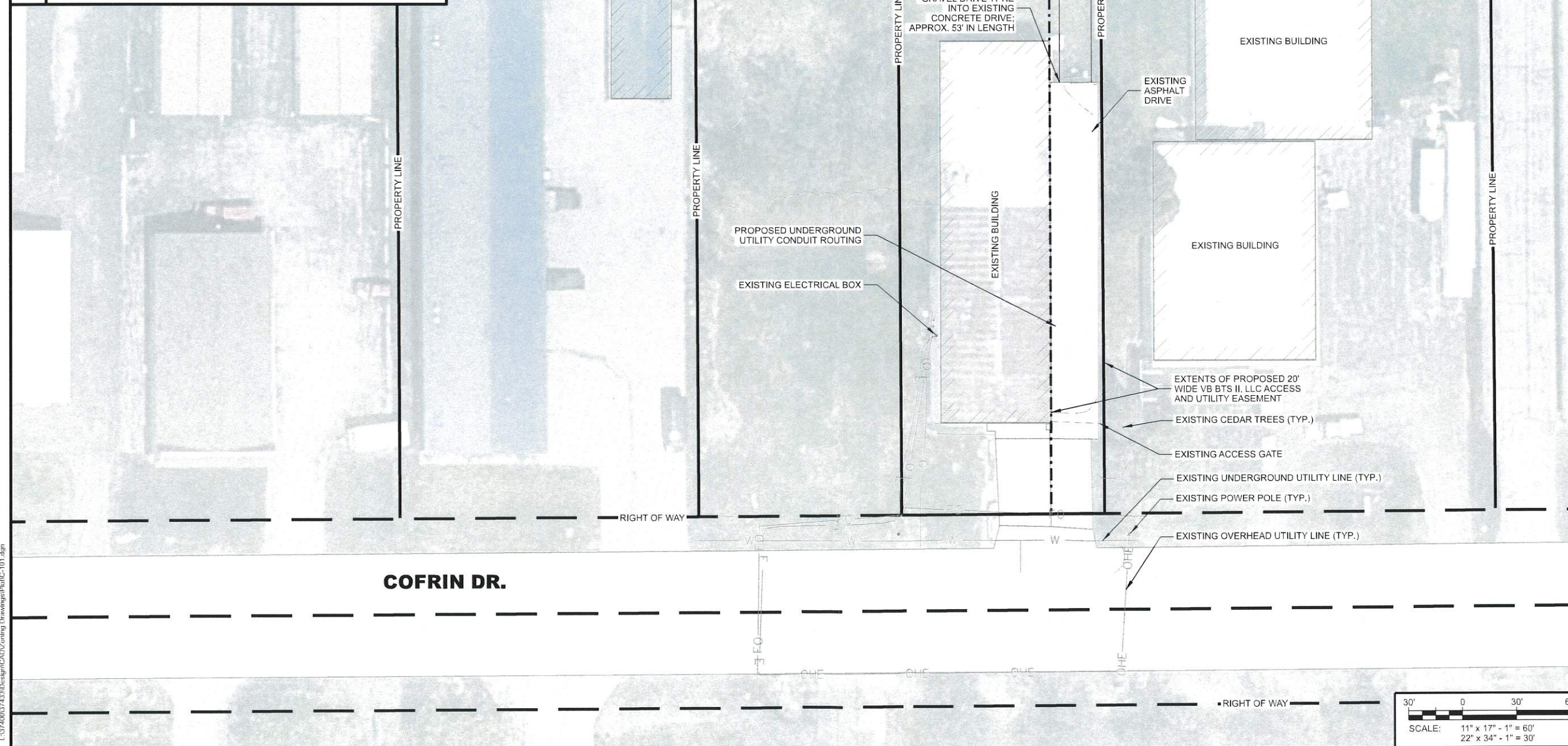
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BEING A PART OF GOVERNMENT LOT 2,
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GREEN BAY, BROWN COUNTY,
WISCONSIN

NO.	DATE	DESCRIPTION	BY
2	5-22-23	Added Lease & Easement	KR
1	5-16-23	Preliminary Survey	KR

DRAWN BY: K.R.	FIELD WORK DATE: 5-15-23
CHECKED BY: C.A.K.	FIELD BOOK: X
JOB NO.: 14584	SHEET 3 OF 3



A AERIAL OVERVIEW OF SITE



CONSULTANT:

 **Edge**
Consulting Engineers, Inc.

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608.644.1549 FAX
www.edgeconsult.com

CLIENT:

verticalbridge

VB BTS II, LLC
750 PARK OF COMMERCE DRIVE
SUITE 200
BOCA RATON, FL 33487

SITE PLAN
US-WI-5364 BAYCOM
GREEN BAY, WISCONSIN

SHEET TITLE:		
SUBMITTAL:		
INT.	DATE:	DESCRIPTION:
LAB	06/13/23	ZONING DRAWINGS
CHECKED BY	ADP	
PLOT DATE	6/13/2023	
PROJECT NUMBER	37433	
SET TYPE	PRELIM. DWGS.	
SHEET NUMBER	C-101	



EXISTING TELEPHONE
PEDESTAL

EXISTING GUYED
POWER POLE

EXTENTS OF PROPOSED 15'
WIDE VB BTS II, LLC UTILITY
EASEMENT

EXISTING OVERHEAD UTILITY LINE (TYP.)

EXISTING
COMPOUND FENCE

PROPOSED 50'-0" VB BTS II, LLC LEASE AREA

PROPOSED 50'-0" VB BTS II, LLC FENCED COMPOUND

PROPERTY LINE

EXISTING
COMPOUND FENCE

PROPOSED MONOPOLE
TOWER DESIGNED BY
OTHERS; SEE T-201
FOR DETAILS

FUTURE CARRIER
LEASE AREA

PROPOSED 15'-0" x 25'-0"
NSIGHT LEASE AREA

PROPOSED MONOPOLE
TOWER DESIGNED BY OTHERS;
SEE T-201 FOR DETAILS

GRAVEL
COMPOUND

FUTURE CARRIER
LEASE AREA

PROPOSED MULTI-METER
UTILITY RACK

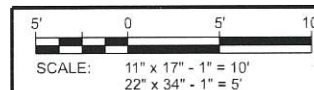
PROPOSED 50'-0" x 50'-0"
VB BTS II, LLC LEASE AREA;

PROPOSED 50'-0" x 50'-0"
VB BTS II, LLC
COMPOUND FENCE

PROPOSED
TRANSFORMER

GRAVEL
TURNAROUND

EXTENTS OF PROPOSED 20'
WIDE VB BTS II, LLC ACCESS
AND UTILITY EASEMENT



CONSULTANT:

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SUITE 200
BOCA RATON, FL 33487

ENLARGED SITE PLAN
US-WI-5364 BAYCOM
GREEN BAY, WISCONSIN

SHEET TITLE:

SUBMITTAL:

INT.	DATE:	DESCRIPTION:
LAB	06/13/23	ZONING DRAWINGS

CHECKED BY:

ADP

PLOT DATE:

6/13/2023

PROJECT NUMBER:

37433

SET TYPE:

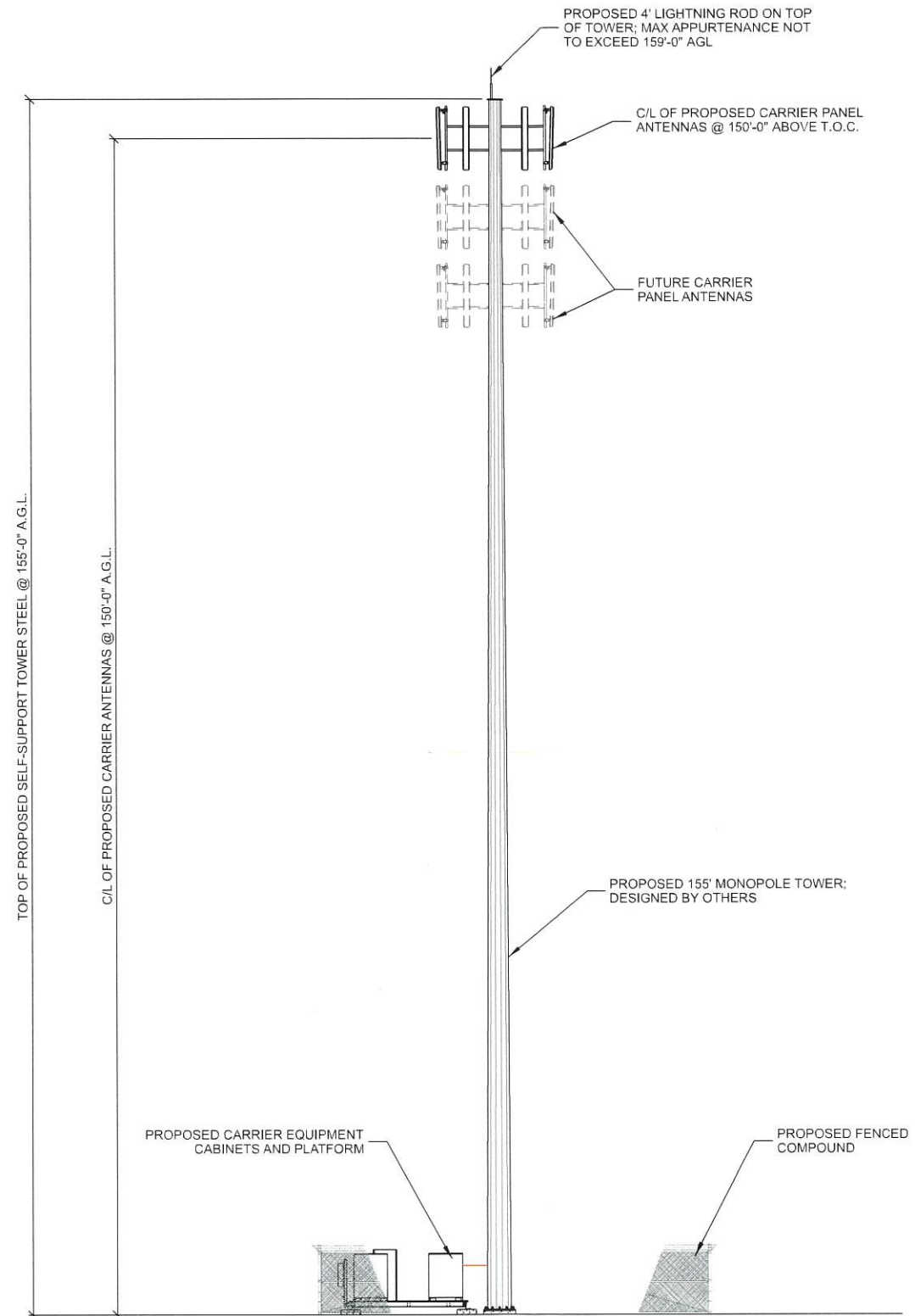
PRELIM. DWGS.

SHEET NUMBER:

C-102

© EDGE CONSULTING ENGINEERS, INC.

L:\37400\37433\Design\CAD\Zoning Drawings\PlotT-201.dgn



NOTES:
1. ANCHOR BOLTS AND NUTS TO BE MARKED WITH INDELIBLE INK, 1/8" LINE.

A SITE ELEVATION
SCALE: 11" x 17" - 1" = 20'-0"
22" x 34" - 1" = 10'-0"

CONSULTANT:
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SITE ELEVATION
US-WI-5364 BAYCOM
GREEN BAY, WISCONSIN

SHEET TITLE:

SUBMITTAL:		
INT.	DATE:	DESCRIPTION:
LAB	06/13/23	ZONING DRAWINGS

CHECKED BY	ADP
PLOT DATE	6/13/2023
PROJECT NUMBER	37433
SET TYPE	PRELIM. DWGS.
SHEET NUMBER	T-201



Report to the Green Bay Plan Commission

MEETING DATE

February 6, 2024

PREPARED BY

David Buck, Staff

AGENDA ITEM # O.3

To approve the request to deviate from various sections of the Municipal Code, Chapter 36-Subdivisions for the design and development of 8 attached single-family homes (townhomes), 7 single-family home lots and extension of Hinkle Street from W. Mason Street to Hobart Drive with conditions (held from the January 16, 2024 Council Meeting).

BACKGROUND

Reason for Request: To permit the development of a mixed-use neighborhood that will include commercial redevelopment potential, new housing opportunities and expansion of an existing community park. The proposed developments mentioned will require zoning code regulatory exceptions as part of a Planned Unit Development, which is a separate item on this agenda.

Subject Parcel Zoning and Land Use: Subject land area is zoned General Commercial (C1) District, Low Density Residential (R-1) District and Public Institutional (PI) District. Land area along the W Mason Street Frontage is developed with commercial and service businesses and the remainder of the land area is undeveloped.

Surrounding Zoning and Land Uses:

NORTH: Highway Commercial (C2) Miscellaneous retail and service businesses Comm. Center Commercial (C3)

SOUTH: Public Institutional (PI) Community Park

EAST: General Commercial (C1) Retail and service businesses and undeveloped

WEST: Highway Commercial (C2) Miscellaneous retail and service businesses General Commercial (C1) Low Density Residential (R-1) Single, two- and multifamily residential

Comprehensive Plan: The 2022 Smart Growth Plan designates commercial uses on the northern side of the subject area and high intensity retail, office or housing uses on the southern and eastern portion.

Report: The Plan Commission and City Council have the authority to approve variations to the specific requirements of the Subdivision and Platting Ordinance. See the code language below.

Section 36-457 of the Subdivision and Platting Ordinance dictates when the Plan Commission and Common Council find that extraordinary hardship or injustice will result from strict compliance with this ordinance, the terms may vary to the extent deemed necessary and proper to grant relief, provided that the modification meets the following standards:

- The modification is due to physical features of the site or its location.
- The modification is the least deviation from this ordinance, which will mitigate the hardship.
- The modification is not detrimental to the public interest and is in keeping with the general spirit and intent of this ordinance.
- Modifications may also be granted for a complete community or neighborhood unit that provides adequate public spaces and improvement for the circulation, recreation, light, air, and service needs when fully developed and populated.
- The requirement of filing and recording the plat or survey shall not be waived.

f. Any modification thus granted shall be entered in the minutes of the Council, along with the reasons which, in the opinion of the Council, justified the modification.

This request is part of a larger Planned Unit Development (PUD) proposal that is included on the agenda as ZP 23-38 and referred to as the Southwest Woods Subdivision. The development is proposed to include the extension of Hinkle Street from W. Mason Street to Hobart Drive, creation of a new public street referred to as Southwest Vie Court, creating lots for 8 attached single-family home sites (townhomes) and the creation of 7 single-family home lots.

A subdivision plat (CP 23-03) is being processed and requires quite a large list of variances as follows:

1. The minimum lot width for single family home sites is 75' feet (Sec. 44-554). Lots 9-10 do not comply with this requirement, with frontages proposed at 56 and 62 feet.
2. Street frontage for lots on cul-de-sac bulbs or the outer radius of a curved street shall be a minimum of 50' (Sec. 36-460(b)). Lots 11-14 do not meet this requirement with frontages proposed from 43 to 47 feet.
3. The minimum lot area for detached single-family lots is 7,500 square feet (Sec. 44-554). Lots 9-10 and 12 do not comply with this requirement, with proposed areas ranging from 5,731 to 7,136 square feet.
4. Double frontage lots are not permitted per Sec. 36-461. Proposed lot 15 is double-fronted.
 - a. Additionally, a 20' planting screen easement is required where a double frontage lot is allowed.
5. The required street width for Hinkle St. (a collector street) is 70–80 feet and Southwest Vie Court (local cul-de-sac) is 50 feet (Sec. 36-412). The proposed Hinkle St. street width is at 60 feet and the proposed Southwest Vie Court is at 48 feet.
6. The required street design standards, including street clear width, are required to be 40–44 feet wide for Hinkle Street and 30 feet wide for Southwest Vie Court (Sec. 36-412). Hinkle Street is proposed at 36 feet and Southwest Vie Court is proposed at 28 feet.
7. The plat is required to provide specific sidewalk/pedestrian locations on both sides of the street (Sec. 36-456). Sidewalks are proposed on one side of Hinkle Street (alternating) and not proposed on Southwest Vie Court at all.
8. The street jog at Hinkle Street and W. Mason Frontage Street is not permitted as the code requires the intersection ROW to either line up with or be separated a minimum of 125 feet from the existing intersection (Sec. 36-424). The proposed intersection does not line up and is proposed to have a 60-foot offset to the west.
9. The street intersection at Hinkle Street and Hobart Drive is required to connect at a 90-degree angle (Sec. 36-423) per a condition of the recently approved Official Map amendment. The proposal is to “merge” extended Hinkle Street with Hobart Drive and connect Hobart Drive coming from the north at 90 degrees.
10. The minimum required radius of the cul-de-sac is 55' (Sec. 36-419). The proposed cul-de-sac is offset to the south and has a radius of 39 feet and 47 feet.

Below is a discussion on these requests:

Requests 1-6

Department of Community and Economic Development (CDED) staff has reviewed the multiple variations of the proposal and feels variance requests related to lot sizes and street designs (requests 1-6) meet the criteria for variance approval. Staff supports the reduction in size and frontage for single-family lots within the City. As this will essentially be a neighborhood unto itself and can create its own “feel” through lot sizes, housing types/styles and roadway design that will have very limited impact outside its boundaries. Also, the lot size restraints appear to be due to the existing parcel size, required location for Hinkle Street extension, and the location of wetlands, floodplains and navigable waterways. Since this is infill development, there is only so much space available for development.

Interdepartmental discussions with the Department of Public Works (DPW) have yielded different opinions on the acceptability of narrower rights-of-way and lane designs as included in request 5 and 6. DPW is concerned that the roadway will not function effectively or efficiently as a collector street and cannot

support the requested right-of-way or street pavement reductions. It is also felt that the different right-of-way widths and lane designs will impact surrounding areas as Hinkle Street will now be the main thoroughfare for properties as far south as West Point Road/9th Street and as far north as Larson Road.

Request 7

DCED staff have differing opinions regarding the lack of sidewalks on Southwest Vie Court and only on one side of Hinkle Street (request 7). Some believe the lack of sidewalks on Southwest Vie Court and only on one side of Hinkle Street are not the least deviation from the ordinance, and they should be required. Others feel the limited size of the development makes the reduction of sidewalk requests acceptable.

Request 8

There is concern from all staff about the intersection jog at Hinkle and W Mason Street (request 8). It is a very odd configuration and staff is unclear on how it will function once completed. The petitioner had a traffic study conducted a few years ago, but it considered items that have not been approved, such as closing/vacating frontage roads, utilizing private driving lanes as “easement streets”, and opening up new intersections onto W Mason Street at Isbell Street and Hobart Drive. DPW has requested a Traffic Impact Analysis for the intersection redesign alone, but that has not yet been completed.

Request 9

There is concern from some DCED staff about the redesign of the intersection of Hinkle Street and Hobart Drive (request 9). The proposed design is concerning as it is fundamentally shifting traffic from the existing Hobart Drive collector street to Hinkle Street, which impacts Beaver Dam Park area, park vegetation, ball field functions, and park frontage. The intersection as shown has previously been denied by the Common Council. The petitioner has been authorized to provide alternative designs to be reviewed and approved by the City but has not and is again requesting the original or previously denied alignment. Additionally, driveway access points for 3 residential properties on Hobart Drive will need to be reconfigured with the new intersection design and may be problematic as they will be located at the center of the new intersection. Owners of these properties need to be consulted to find an acceptable driveway design. The Parks Department, though not in favor of losing some legacy tree vegetation and bringing a roadway so close to existing ball field outfields, see the value of adding considerable acreage as well as more street frontage to Beaver Dam Park.

Request 10

The reduced size of the cul-de-sac bulb of Southwest Vie Court (request 10) may also pose problems, as it is unclear if fire trucks and other needed apparatus or if public utility vehicles (such as plows, sweepers and garbage collection) will be able to service the properties cul-de-sac.

The petitioner has been analyzing the feasibility of developing the area and has been in negotiations with the property owners for over the past 3 years. Working with civil and traffic engineers, a plethora of scenarios for the potential roadway designs that go along with development of the lands have been created, as well as the petitioner looking at new and modified roadways in that time frame. By mid-2023, the petitioner formulated their most desirable design however modifications and revisions have been submitted as late as January 2. One-on-one communication with property owners along West Mason Street Frontage Roads and Hobart Drive has taken place over the last 2 years and a formal neighborhood meeting was held on October 30, 2023 to share imagery and plans.

As noted above, staff believe some of the subdivision variances are justified but have not been able to come to agreement on others and feel additional information is needed on a few.

RECOMMENDATION

As there has not been consensus among staff on the requested subdivision variances, not only within the Department of Community and Economic Development but also with the Department of Public Works, staff is moving this request forward but cannot support them at this time with the information provided.

However, if the requests are approved, staff recommends the following conditions:

1. The Department of Public Works approval of the redesign of the intersection of Hinkle Street and W Mason Street based on the updated traffic study and the findings within it.
2. The Department of Public Works and Fire Department confirmed that they can service the development including lots located on Southwest Vie Court including conditions placed upon approval by the Fire Department.
3. Alternatives to the Hinkle-Hobart intersection design will be investigated, and the final design will be brought back to Plan Commission for approval.
4. Associated Planned Unit Development is approved.

FISCAL IMPACT

ATTACHMENTS

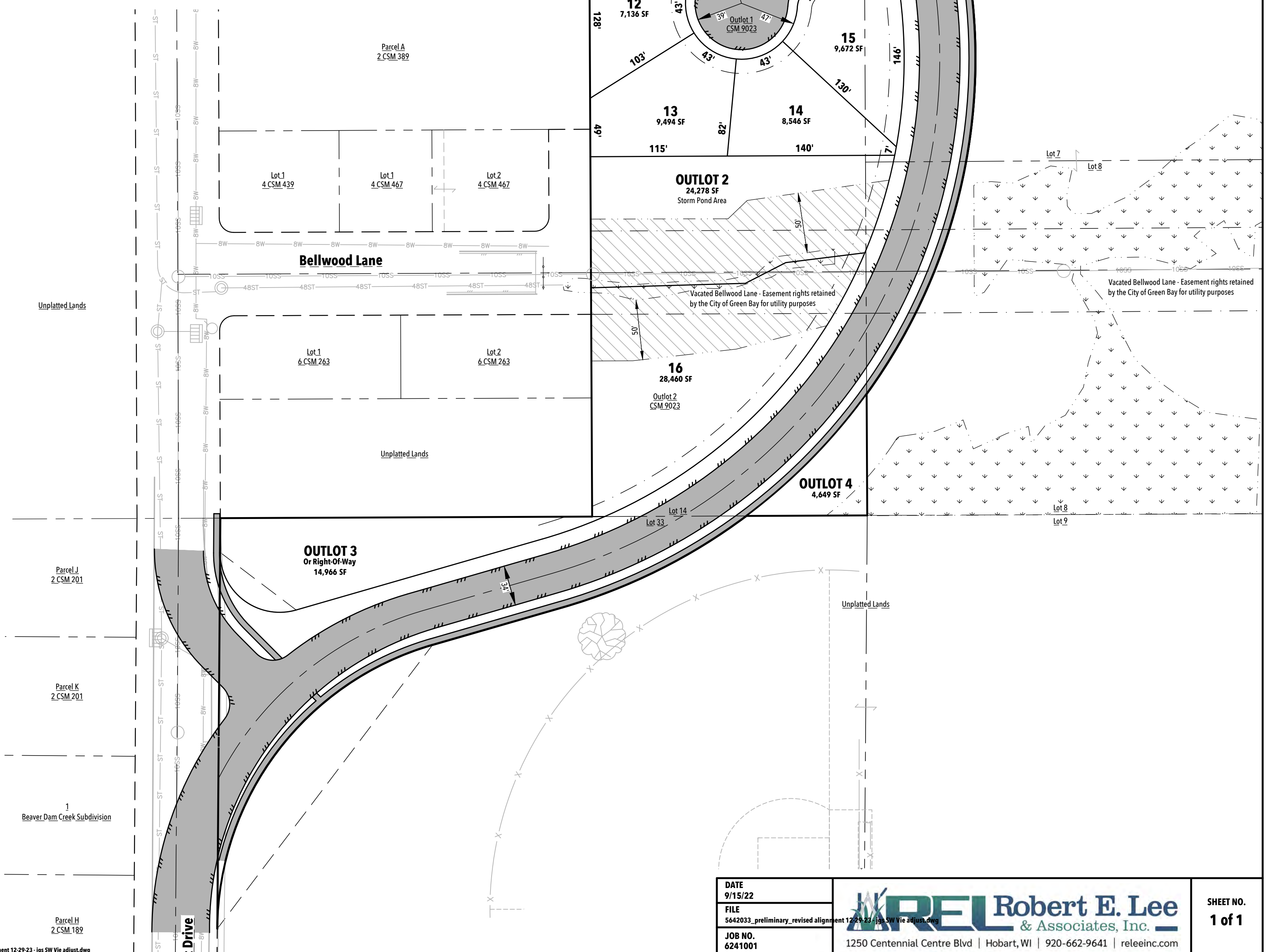
1. Plat - I.2.24 Rev SR
2. Resolution - Authorizing Platting Variances for Southwest Woods Subd
3. MEMO-S~I
4. Memo - Hinkle-Hobart Intersection Breakdown

ALL OF LOT 2, OUTLOT 1 AND OUTLOT 2 OF CERTIFIED SURVEY MAP NUMBER 9023, DOCUMENT NUMBER 2851838, LOCATED IN PART OF LOT 14 AND PART OF LOT 33 OF SECTION 29, PART OF PENNY JAR CONDOMINIUM, VOLUME 5 OF CONDO PLATS, PAGE 148, DOCUMENT NUMBER 2388209, LOCATED IN PART OF LOT 6, AND BEING PARTS OF LOT 7 AND LOT 8 OF SECTION 28, ALL LOCATED IN TOWNSHIP 24 NORTH, RANGE 20 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN



PROPOSED SETBACKS
LOTS 1-8 (TOWNHOMES)
 FRONT YARD: 25'
 SIDE YARD: 5'
 REAR YARD: 25'

LOTS 9-15
 FRONT YARD: 12'
 SIDE YARD: 6'
 REAR YARD: 10'



DATE 9/15/22
FILE 5642033_preliminary_revised align
JOB NO. 6241001

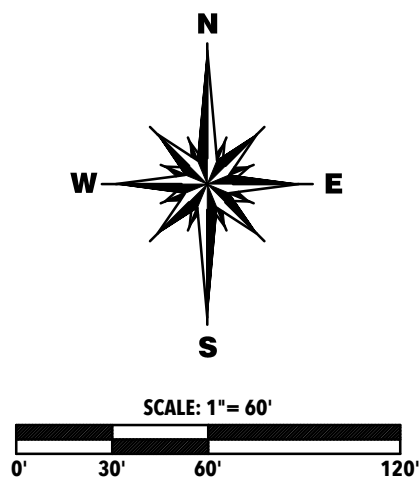
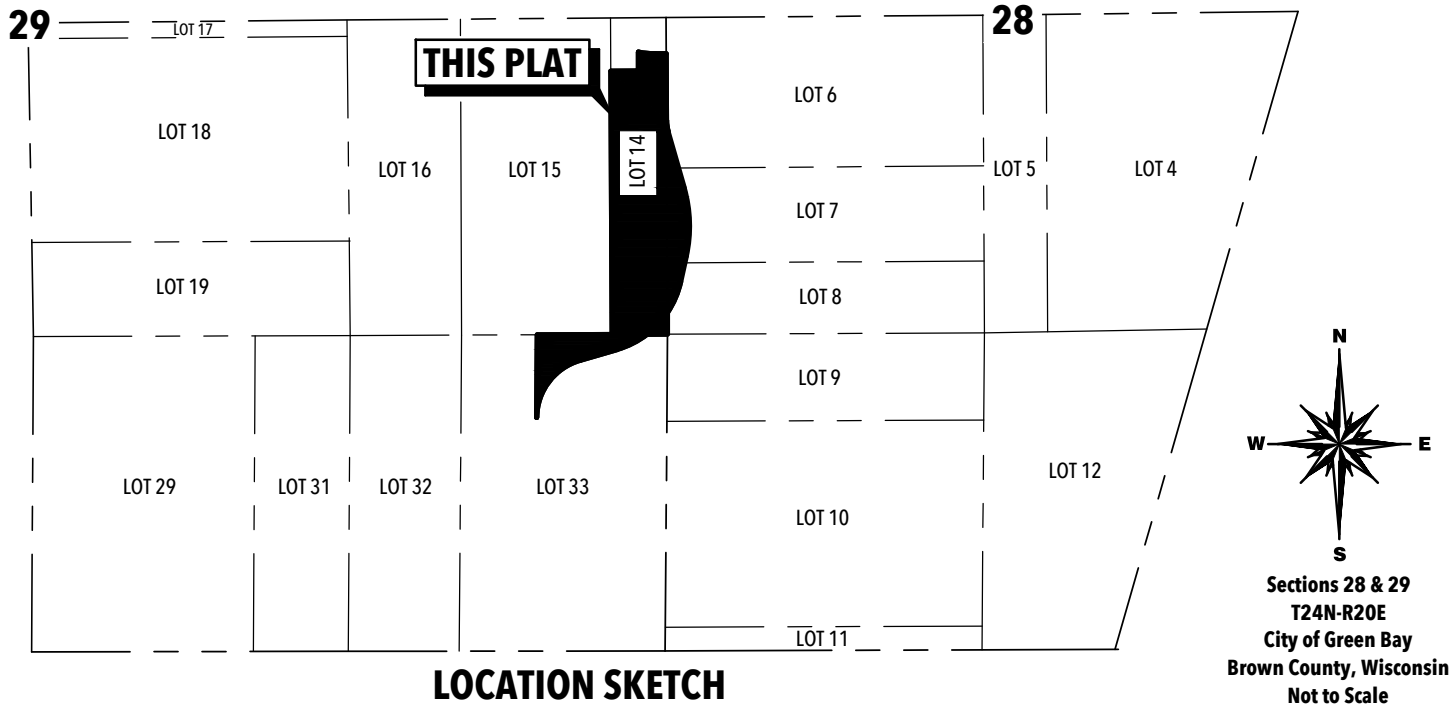
REL Robert E. Lee
& Associates, Inc.

1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releinc.com

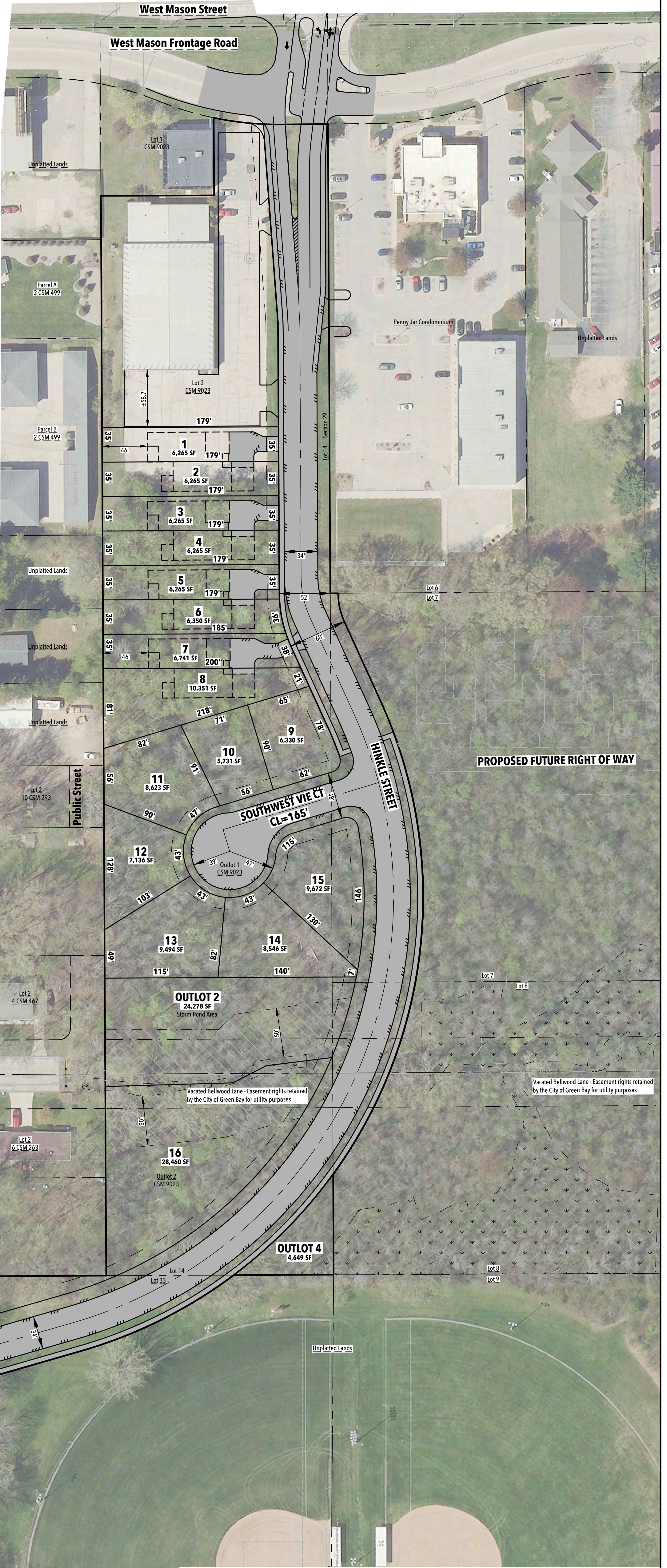
1 of 1

PRELIMINARY PLAT
SOUTHWEST WOODS
A PLANNED DEVELOPMENT DISTRICT

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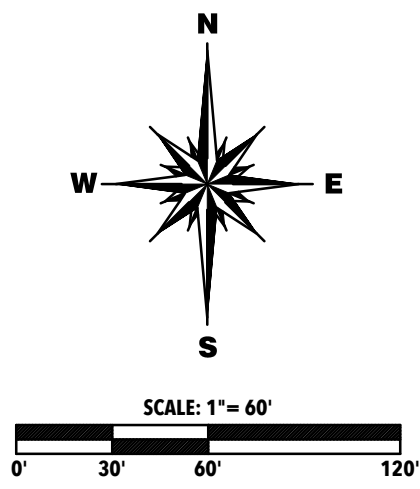
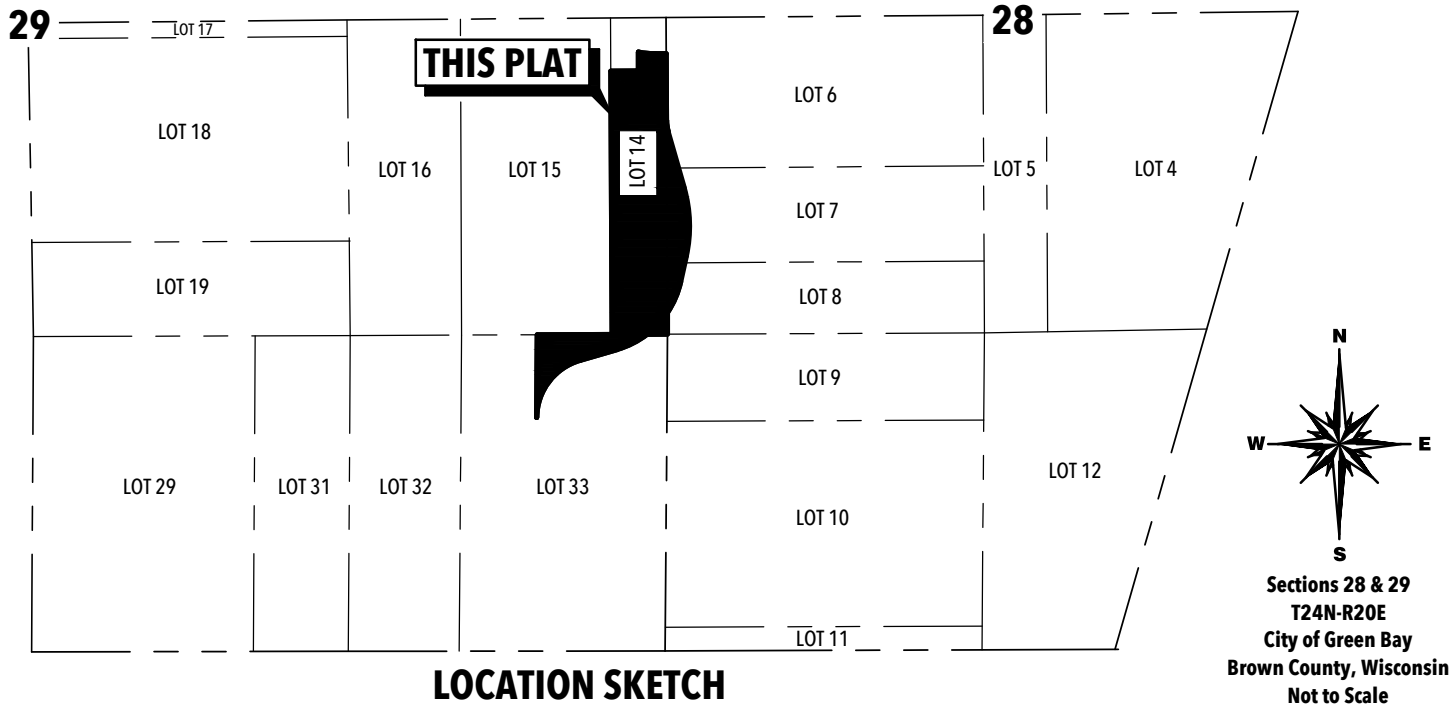


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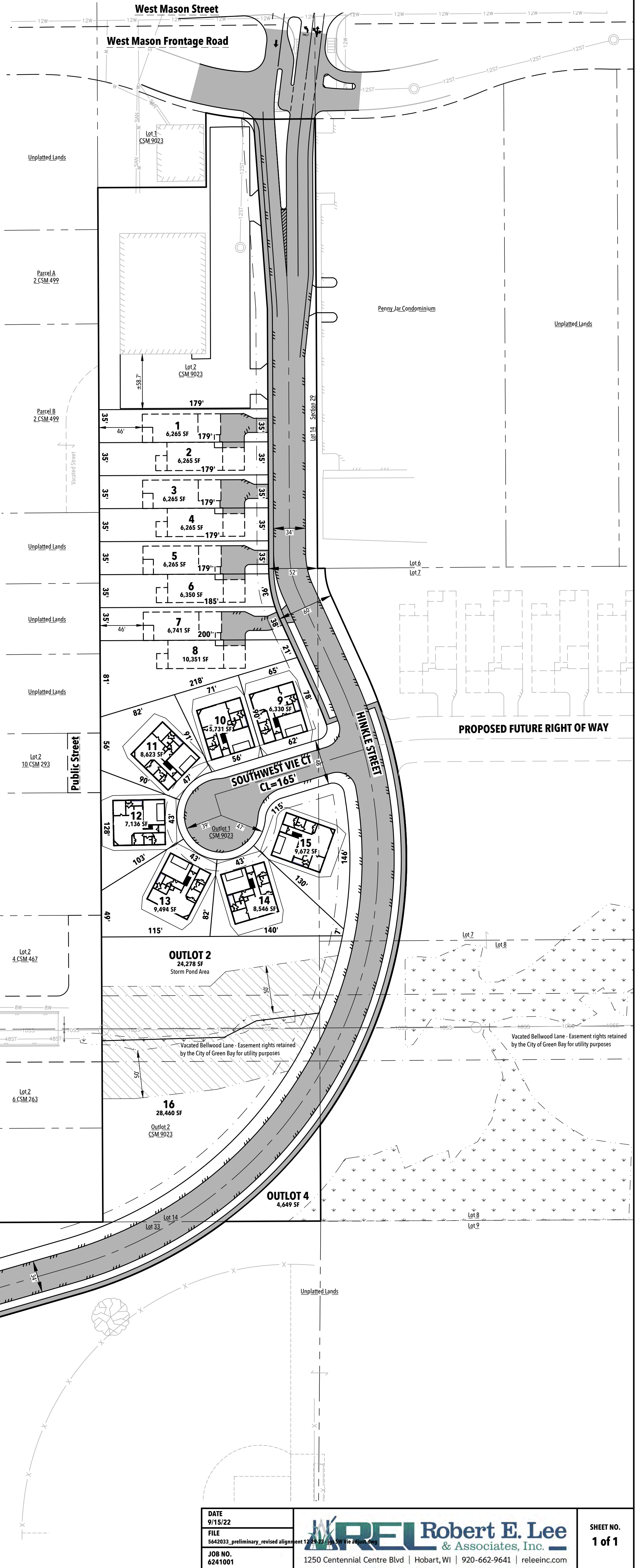


PRELIMINARY PLAT
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REAR YARD: 10'



DATE
9/15/22
FILE
5642033_preliminary_revised alignment 12-29-23 - jgs SW Vie adjust.dwg
JOB NO.
6241001

REL Robert E. Lee
& Associates, Inc.
1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releinc.com

SHEET NO.
1 of 1

**RESOLUTION AUTHORIZING
VARIANCES FROM MULTIPLE SECTIONS OF CHAPTER 36-
SUBDIVISION AND PLATTING, GREEN BAY MUNICIPAL CODE,
TO ALLOW FOR CREATION OF A PERMIT THE DEVELOPMENT
OF A MIXED-USE NEIGHBORHOOD AND EXTENSION OF HINKLE
STREET FROM W. MASON STREET TO HOBART DRIVE AT
2405 W MASON ST (PARCEL 6H-1109), 0 W MASON ST (PARCEL 6H-1109-2),
AND 0 NINTH ST (PARCELS 6H-1089)
(VR 23-05)**

January 16, 2024

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

That, pursuant to Variance Request 23-05 and the recommendation of the Plan Commission on January 8, 2024, the City of Green Bay does authorize variances from various Sections of Chapter 36-Subdivision and Platting, Green Bay Municipal Code, as follows:

1. Minimum lot width for single family home sites is 75' feet (Sec. 44-554). Lots 9-10 do not comply with frontages at 56 and 62 feet.
2. Street frontage for lots on cul-de-sac bulbs or the outer radius of a curved street shall be a minimum of 50' (Sec. 36-560(b)). Lots 11-14 do not meet this requirement with frontages from 43 to 47 feet.
3. Minimum lot area for detached single-family lots is 7,500 square feet (Sec. 44-554). Lots 9-10 and 12 do not comply with this requirement with lot areas ranging from 5,731 to 7,136 square feet.
4. Double frontage lots are not permitted per Sec. 36-461. Lot 15 is double-fronted.
 - a. A 20' planting screen easement is required where a double frontage lot is allowed, and the proposal cannot comply with screening easement.
5. The required street widths for Hinkle St. (a collector street) is 70-80 feet and Southwest Vie Court (local cul-de-sac) is 50 feet (Sec. 36-412). Hinkle St. Street width is at 60 feet and Southwest Vie Court is at 48 feet.
6. The required street design standards including street clear width are required to be 40-44 feet wide for Hinkle Street and 30 feet wide for Southwest Vie Court (Sec. 36-412). Hinkle Street is at 36 feet and Southwest Vie Court is at 28 feet.
7. The plat is required to provide specific sidewalk/pedestrian locations on both sides of the street (36-456). Sidewalks are to be located on one side of Hinkle Street (alternating) and not included on Southwest Vie Court at all.
8. The street jog at Hinkle Street and W. Mason Frontage Street is not permitted as code requires intersection ROW to either line up with or be a minimum of 125 feet separated from the existing intersection (Sec. 36-424). The intersection will include a 60 foot offset to the west.
9. The street intersection at Hinkle Street and Hobart Drive is required to connect at a 90-degree angle (Sec. 36-423) as well as it being a condition of the recently approved Official Map amendment. The proposal will "merge" extended Hinkle Street with Hobart Drive and connecting Hobart Drive coming from the north at 90 degrees.
10. The minimum required radius of the cul-de-sac is 55' (Sec. 36-419). Southwest Vie Court cul-de-sac is offset to the south and has a radius of 39 feet and 47 feet.

Subdivision variances will be located on the following described property at 2405 W Mason St (parcel 6H-1109), 0 W Mason St (parcel 6H-1109-2), and 0 Ninth St (parcel 6H-1089):

PARCEL NUMBER 6H-1109: LOT 2 OF CSM MAP 9023 IN 2851838 BNG PRT OF LOT 14 SEC 29 T24N R20E. AREA CONTAINS 102,087 SQUARE FEET / 2.344 ACRES MORE OR LESS.

PARCEL NUMBER 6H-1109-2: OUTLOT 1 OF CSM MAP 9023 IN 2851838 BNG PRT OF LOT 14 SEC 29 T24N R20E. AREA CONTAINS 104,429 SQUARE FEET / 2.397 ACRES MORE OR LESS.

PARCEL NUMBER 6H-1089: LOTS 7 & 8 SEC 28 T24N R20E EX STS & PART VAC ST IN J10917-37 ADJ EX J27639-44. AREA CONTAINS 722,094 SQUARE FEET / 16.577 ACRES MORE OR LESS.

PARCEL NUMBER 6H-1091: THAT PART OF LOTS 9 & 10 SEC 28 T24N R20E LYG NLY OF BEAVER DAM CREEK CONSER- VANCY AREA EX 781 R 473 & EX J27639-44. AREA CONTAINS 307,315 SQUARE FEET / 7.055 ACRES MORE OR LESS.

WHEREBY said Variance Requests are subject to the following conditions:

1. Department of Public Works approval of the redesign of the intersection of Hinkle Street and W Mason Street.
2. Department of Public Works and Fire Department confirmation that they can service the development including lots located on Southwest Vie Court.
3. Associated Planned Unit Development is approved.

Adopted _____

Approved _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk

db

Attachments (Preliminary Plat)

MEMORANDUM

To: Mr. David Buck, City of Green Bay, and members of the Green Bay Plan Commission
From: Garritt R. Bader, GB Real Estate Investments, LLC
Date: January 2, 2024
Re: Southwest Woods Subdivision Variance Request Narrative

After many years of planning, I'm proud to submit the plat of *Southwest Woods* to the City of Green Bay, creating an initial fifteen new single-family homes in 2024. Accompanying this plat is a request for subdivision variances to allow a more compact and denser neighborhood than city code allows, including the following elements:

- Smaller lot sizes than city minimum required sizes of 7,500 square feet in the R-1 district, including stand-alone lots as small as 5,721 square feet and townhouse lots as small as 6,265 square feet.
- Lot frontages less than 75 feet (50 feet for cul-de-sac lots) required in the R-1 district, including as little as 43 feet for the stand-alone lots and 35 feet for the townhouse lots.
- Double-fronting residential lots along Southwest Vie Court that back up to Hinkle Street.
- Reduced cul-de-sac diameter dimensions of 94 feet for ROW and 78 feet for pavement.
- Reduced right-of-way (ROW) of 48 feet for Southwest Vie Court and 60 feet for Hinkle Street, along with reduced street widths of 28 feet for Southwest Vie Court and 36 feet for Hinkle Street.
- Elimination of sidewalks along the short stretch of Southwest Vie Court.

So why should Plan Commission approve these subdivision variances?

Minimum Lot Sizes & Lot Frontages: Current code requires a minimum of 7,500 SF per lot. Our target buyer doesn't want a large property to maintain, so small lots are a *positive*. One great local example of our planned vision is Langlade Court in Allouez, where lots are as narrow as 50 feet in width and 4,000 square feet in size for stand-alone homesites. Townhomes are now common in new developments, with frontages as little as 22 feet.

Double-Fronting Lots: Current code aims to prevent the sight of "backyard messiness," and that's laudable. But screening of our lots that back up to Hinkle Street will be provided through a combination of existing trees, new landscaping, and some fencing—meeting the spirit of the code. Many subdivisions elsewhere are designed this way, and approving this design will allow the full fifteen lots to be developed (vs. only eight to ten otherwise).

Cul-De-Sac Dimensions: The Southwest Vie cul-de-sac is only 150 feet in depth off Hinkle Street. Sited hesitation to a smaller-than-required diameter is the fear of lack of turning radii for garbage trucks (in particular) has been tested on a similar street as we are proposing and has been successfully proven.

Reduced ROW & Street Widths: Wide ROWs and street widths are a post-World War II remnant of vehicle-focused suburban design. Modern planning now respects that vehicles are *one* aspect of design, not the *primary* one. As a result, fewer lanes, less pavement, and less ROW is needed. Utility easements flanking ROWs assure utility serviceability. The proposed width of Southwest Vie Court is 28 feet, wider than City Deck Court (24 feet), and similar to other newer city subdivision streets. This small subdivision and its minimal traffic affords these designs. Hinkle Street’s proposed width is 36 feet, allowing for two standard 12-foot vehicle lanes and two 5-foot bike lanes with plenty of utility capacity.

Elimination Of Sidewalks Along Southwest Vie Court: Although sidewalks are almost always a hallmark of “new urban” design as touted above, Southwest Vie’s narrow design provides a safe environment for pedestrian movement within the compact neighborhood already. Similar to Langlade Court and the Luxemburg example shown herein, the compactness of the neighborhood and narrow street negates the need for a dedicated sidewalk. Sidewalks *will* be installed along Hinkle Street to provide access to Beaver Dam Park, and the broader neighborhood.

During the Plan Commission hearing on this item, imagery will be provided showing examples of the above-requested items so that commissioners can see how these elements will be applied.

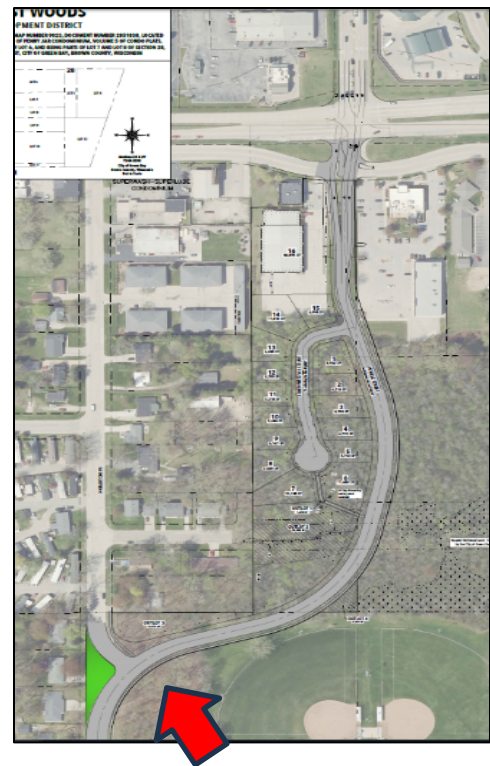
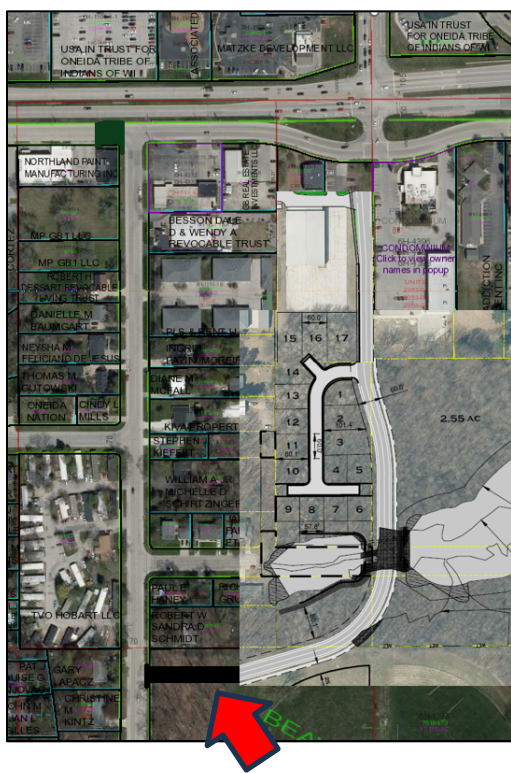
Thank you for your time!

MEMORANDUM

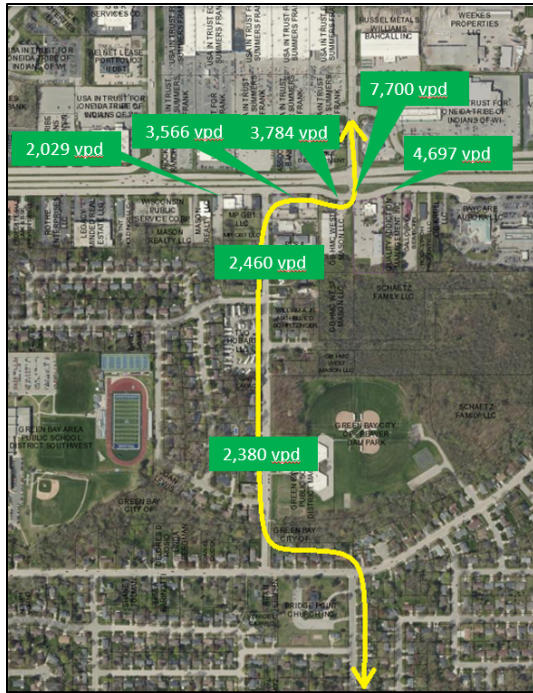
To: Mr. David Buck, City of Green Bay, and members of the Green Bay Plan Commission
From: Garritt R. Bader, GB Real Estate Investments, LLC
Date: January 8, 2024
Re: Hinkle-Hobart Intersection Design Rationale & Comparisons

This past summer, a map amendment was approved by the city that officially added an extension of Hinkle Street between Mason Street and Hobart Drive. Within that approval was language requiring Hinkle Street to intersect Hobart Drive at 90 degrees following neighbor concerns about speed, pedestrian safety and removal of trees raised at Plan Commission on July 24, 2023.

An image of this 90-degree intersection is below, on the left. My preference is to instead have Hinkle “merge” onto Hobart Drive and provide a continual flow of traffic shown on the right; I believe this best reflects (and *respects*) today's traffic pattern along Hobart Drive that will shift to Hinkle. *Notably, I believe traffic calming with this design can address the neighbors' concerns cited.*



Collector Street Basics: Hobart Drive is a collector street—a street with low-to-moderate volume that moves traffic from residential streets to main roads. As seen below (left), approximately 2,400 vehicles per day use Hobart Drive between Mason Street and residential areas along and south of West Point Road. This is largely “pass-through” traffic, not residential traffic, evidenced by the similar traffic counts on both ends of Hobart Drive. Shown to the right, below, the extended Hinkle will largely shift Hobart’s traffic onto a smooth, safer alignment between these two areas with a much safer Mason Street intersection. Keeping this similar north-south traffic moving between the two areas (without unnecessary stopping) best respects the use of the corridor as a collector street and its primary purpose to move cars.



The Traffic Calming Solution: But just because cars should be moving and not stopping, it doesn't mean we want cars flying through a residential area! To prevent this, a separate request will soon be made to the city's Traffic Commission to approve traffic calming on collector streets—specifically, speed tables. Speed tables, similar to the one below installed on a collector street in Appleton, provide continual traffic flow but with a need to slow down to 20-30 mph to safely pass over the table. Best of all, the table “top” acts as a raised pedestrian crossing; vehicles need to naturally slow down to pass over the speed table *at the exact approach* where pedestrians cross. It's a win-win. With potentially two or three speed tables installed along Hinkle, it will keep traffic moving at safe speeds—safer than it is now along Hobart Drive—while providing the pedestrian safety that residents purport to want.



Many cities, including Appleton, De Pere, Washington D.C., and even the Federal Highway Administration allow traffic calming on collector streets. It is anticipated that Green Bay will soon join these, and many other, communities.

Finally, regarding some neighbors' desire to reduce tree clearing by pushing for a 90-degree intersection, the amount of land needed for a road connection (whether merged or 90 degrees) is approximately a similar 0.60 acres. In exchange, I am donating nearly 20 acres to the city to expand Beaver Dam Park.

Thank you!



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

February 6, 2024

PREPARED BY

AGENDA ITEM # P.I

To approve 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

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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

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 Projects¹									
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 Projects¹	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

Notes:

1) Project Total Estimates as provided by City officials.

2) Based on the December 2023 WI LGIP annualized earnings rate.

Sewerage Total **6,675,000**

Table 3
Allocation of Debt Service - 2024 G.O. Bonds
City of Green Bay, WI

Year Ending	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			Year Ending	Totals		
	Principal	Est. Rate ¹	Interest	Total	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total		Principal (4/1)	Interest	Total
2024				0			0			0			0			0			0			0			0	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	40,000	113,366	153,366	50,000	146,864	196,864	20,000	54,927	74,927	110,000	335,787	445,787	10,000	27,472	37,472	2025	355,000	1,061,080	1,416,080
2026	215,000	3.55%	206,522	421,522	30,000	28,775	58,775	15,000	13,085	28,085	80,000	73,459	153,459	100,000	95,274	195,274	40,000	35,555	75,555	230,000	217,914	447,914	20,000	17,783	37,783	2026	730,000	688,366	1,418,366
2027	225,000	3.40%	198,881	423,881	30,000	27,733	57,733	15,000	12,564	27,564	80,000	70,679	150,679	105,000	91,714	196,714	40,000	34,165	74,165	240,000	209,752	449,752	20,000	17,088	37,088	2027	755,000	662,574	1,417,574
2028	225,000	3.31%	191,332	416,332	35,000	26,643	61,643	15,000	12,060	27,060	85,000	67,912	152,912	110,000	88,109	198,109	40,000	32,823	72,823	245,000	201,617	446,617	20,000	16,417	36,417	2028	775,000	636,912	1,411,912
2029	240,000	3.26%	183,697	423,697	35,000	25,494	60,494	15,000	11,568	26,568	85,000	65,120	150,120	110,000	84,495	194,495	40,000	31,509	71,509	255,000	193,406	448,406	20,000	15,760	35,760	2029	800,000	611,046	1,411,046
2030	250,000	3.26%	175,710	425,710	35,000	24,353	59,353	15,000	11,079	26,079	90,000	62,267	152,267	115,000	80,828	195,828	45,000	30,123	75,123	260,000	185,011	445,011	20,000	15,108	35,108	2030	830,000	584,477	1,414,477
2031	260,000	3.23%	167,436	427,436	35,000	23,217	58,217	15,000	10,592	25,592	90,000	59,347	149,347	120,000	77,015	197,015	45,000	28,663	73,663	270,000	176,413	446,413	20,000	14,459	34,459	2031	855,000	557,140	1,412,140
2032	265,000	3.25%	158,930	423,930	35,000	22,083	57,083	15,000	10,106	25,106	95,000	56,349	151,349	125,000	73,046	198,046	45,000	27,205	72,205	280,000	167,502	447,502	25,000	13,730	38,730	2032	885,000	528,950	1,413,950
2033	270,000	3.27%	150,210	420,210	40,000	20,860	60,860	20,000	9,535	29,535	100,000	53,171	153,171	125,000	68,971	193,971	45,000	25,738	70,738	290,000	158,211	448,211	25,000	12,915	37,915	2033	915,000	499,609	1,414,609
2034	280,000	3.32%	141,147	421,147	40,000	19,542	59,542	20,000	8,876	28,876	100,000	49,876	149,876	130,000	64,769	194,769	50,000	24,172	74,172	300,000	148,489	448,489	25,000	12,091	37,091	2034	945,000	468,962	1,413,962
2035	290,000	3.40%	131,569	421,569	40,000	18,198	58,198	20,000	8,204	28,204	105,000	46,431	151,431	135,000	60,316	195,316	50,000	22,492	72,492	310,000	138,239	448,239	25,000	11,251	36,251	2035	975,000	436,700	1,411,700
2036	305,000	3.54%	121,241	426,241	40,000	16,810	56,810	20,000	7,510	27,510	110,000	42,699	152,699	140,000	55,543	195,543	50,000	20,757	70,757	320,000	127,305	447,305	25,000	10,384	35,384	2036	1,010,000	402,248	1,412,248
2037	320,000	3.68%	109,954	429,954	45,000	15,274	60,274	20,000	6,788	26,788	110,000	38,728	148,728	145,000	50,397	195,397	55,000	18,860	73,860	330,000	115,569	445,569	25,000	9,481	34,481	2037	1,050,000	365,051	1,415,051
2038	330,000	3.81%	97,780	427,780	45,000	13,589	58,589	20,000	6,039	26,039	115,000	34,513	149,513	150,000	44,872	194,872	55,000	16,800	71,800	345,000	102,925	447,925	30,000	8,450	38,450	2038	1,090,000	324,966	1,414,966
2039	345,000	3.89%	84,783	429,783	45,000	11,856	56,856	20,000	5,269	25,269	120,000	29,988	149,988	155,000	38,999	193,999	60,000	14,586	74,586	360,000	89,351	449,351	30,000	7,295	37,295	2039	1,135,000	282,126	1,417,126
2040	355,000	3.95%	71,061	426,061	50,000	9,994	59,994	20,000	4,485	24,485	125,000	25,185	150,185	165,000	32,726	197,726	60,000	12,234	72,234	370,000	75,041	445,041	30,000	6,119	36,119	2040	1,175,000	236,844	1,411,844
2041	370,000	4.00%	56,650	426,650	50,000	8,006	58,006	25,000	3,590	28,590	130,000	20,117	150,117	170,000	26,067	196,067	65,000	9,749	74,749	390,000	59,934	449,934	30,000	4,926	34,926	2041	1,230,000	189,038	1,419,038
2042	380,000	4.07%	41,517	421,517	55,000	5,887	60,887	25,000	2,581	27,581	135,000	14,769	149,769	175,000	19,106	194,106	65,000	7,126	72,126	405,000	43,892	448,892	35,000	3,614	38,614	2042	1,275,000	138,491	1,413,491
2043	400,000	4.13%	25,524	425,524	55,000	3,632	58,632	25,000	1,556	26,556	140,000	9,131	149,131	185,000	11,724	196,724	70,000	4,358	74,358	420,000	26,977	446,977	35,000	2,179	37,179	2043	1,330,000	85,081	1,415,081
2044	415,000	4.16%	8,632	423,632	60,000	1,248	61,248	25,000	520	25,520	150,000	3,120	153,120	190,000	3,952	193,952	70,000	1,456	71,456	440,000	9,152	449,152	35,000	728	35,728	2044	1,385,000	28,808	1,413,808
Total	5,845,000		2,640,755	8,485,755	815,000	367,539	1,182,539	370,000	166,141	536,141	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	6,170,000	2,782,483	8,952,483	505,000	227,247	732,247	Total	19,500,000	8,788,466	28,288,466

Notes:
1) Estimated Rate assumes January 5, 2024 BYAL AAA scale plus 1.00%.

Table 4
Financing Plan Tax Impact

City of Green Bay, WI

	Existing Debt					Proposed Debt									
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	2024 G.O. Bonds 19,500,000 Dated: 4/3/2024 Total Principal and Interest	2024 G.O. Notes 7,835,000 Dated: 4/3/2024 Total Principal and Interest	Abatements		Debt Service Levy		Taxes			Year Ending
								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	
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				
Year Ending	Projected Equalized Value (TID IN) ¹	Debt Limit	Existing Principal Outstanding	% of Limit
2023	9,863,427,300	493,171,365	180,515,772	37%
2024	10,223,701,032	511,185,052	163,279,902	32%
2025	10,597,134,202	529,856,710	146,412,321	28%
2026	10,984,207,475	549,210,374	130,125,000	24%
2027	11,385,419,072	569,270,954	115,485,000	20%
2028	11,801,285,412	590,064,271	101,770,000	17%
2029	12,232,341,779	611,617,089	89,790,000	15%
2030	12,679,143,006	633,957,150	79,060,000	12%
2031	13,142,264,194	657,113,210	69,875,000	11%
2032	13,622,301,449	681,115,072	60,915,000	9%
2033	14,119,872,651	705,993,633	52,205,000	7%
2034	14,635,618,249	731,780,912	43,575,000	6%
2035	15,170,202,086	758,510,104	34,810,000	5%
2036	15,724,312,250	786,215,612	27,105,000	3%
2037	16,298,661,964	814,933,098	20,135,000	2%
2038	16,893,990,504	844,699,525	14,160,000	2%
2039	17,511,064,145	875,553,207	9,415,000	1%
2040	18,150,677,156	907,533,858	5,695,000	1%
2041	18,813,652,813	940,682,641	3,185,000	0%
2042	19,500,844,466	975,042,223	1,120,000	0%
2043	20,213,136,633	1,010,656,832	0	0%
2044	20,951,446,142	1,047,572,307		0%

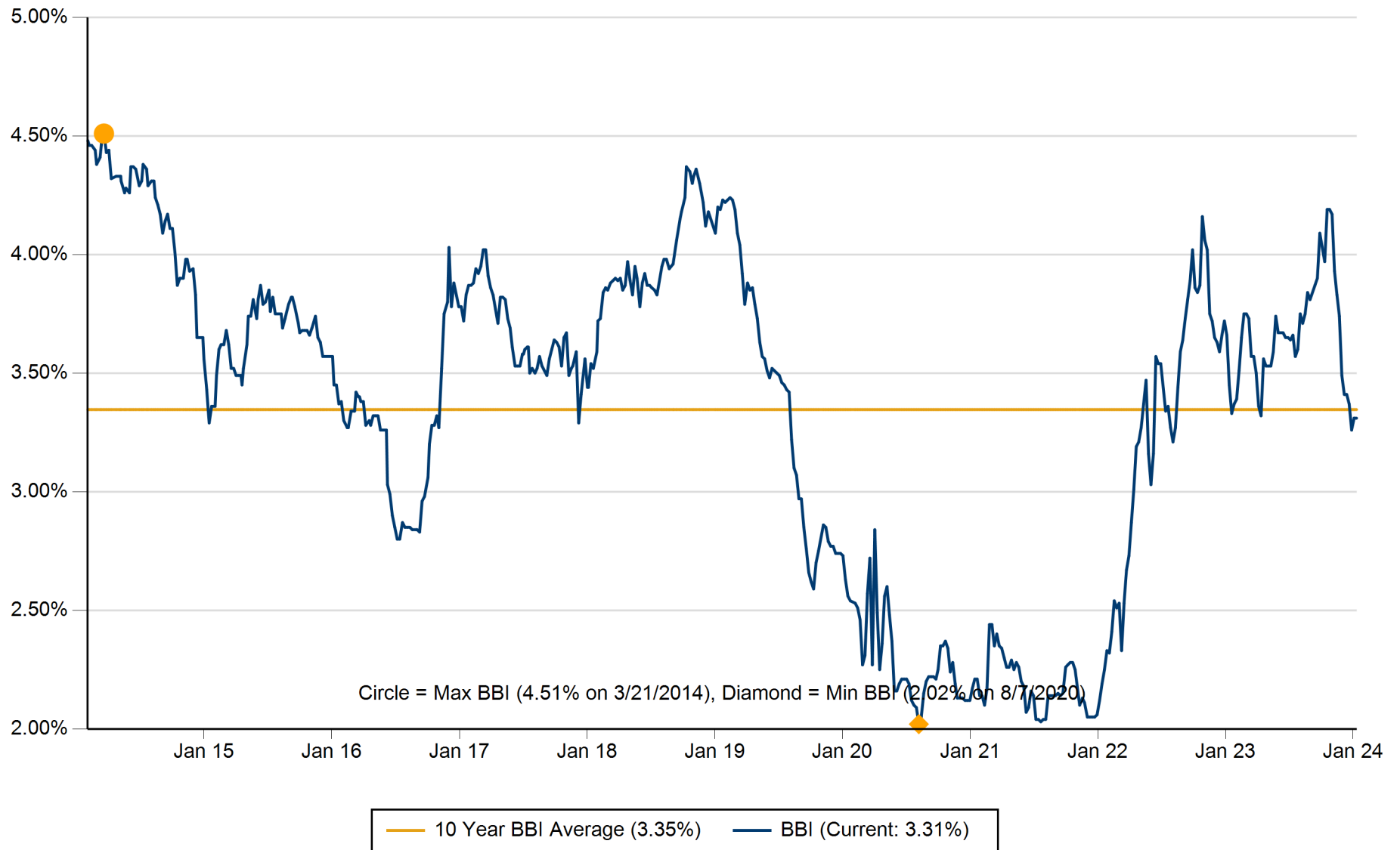
Proposed Debt					
Combined Principal Existing & Proposed					Year Ending
2024 G.O. Bonds	2024 G.O. Notes		% of Limit	Residual Capacity	
		\$180,515,772	37%	\$312,655,593	2023
19,500,000	7,835,000	\$190,614,902	37%	\$320,570,150	2024
19,145,000	7,045,000	\$172,602,321	33%	\$357,254,389	2025
18,415,000	6,100,000	\$154,640,000	28%	\$394,570,374	2026
17,660,000	5,120,000	\$138,265,000	24%	\$431,005,954	2027
16,885,000	4,430,000	\$123,085,000	21%	\$466,979,271	2028
16,085,000	3,720,000	\$109,595,000	18%	\$502,022,089	2029
15,255,000	2,985,000	\$97,300,000	15%	\$536,657,150	2030
14,400,000	2,230,000	\$86,505,000	13%	\$570,608,210	2031
13,515,000	1,440,000	\$75,870,000	11%	\$605,245,072	2032
12,600,000	730,000	\$65,535,000	9%	\$640,458,633	2033
11,655,000	0	\$55,230,000	8%	\$676,550,912	2034
10,680,000		\$45,490,000	6%	\$713,020,104	2035
9,670,000		\$36,775,000	5%	\$749,440,612	2036
8,620,000		\$28,755,000	4%	\$786,178,098	2037
7,530,000		\$21,690,000	3%	\$823,009,525	2038
6,395,000		\$15,810,000	2%	\$859,743,207	2039
5,220,000		\$10,915,000	1%	\$896,618,858	2040
3,990,000		\$7,175,000	1%	\$933,507,641	2041
2,715,000		\$3,835,000	0%	\$971,207,223	2042
1,385,000		\$1,385,000	0%	\$1,009,271,832	2043
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

Weekly Rates January, 2014 - January, 2024



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.

January 30, 2024

PRE-SALE REPORT FOR

City of Green Bay, Wisconsin

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



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%

* Maturity 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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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

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

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 Projects¹					
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 Projects¹	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 annualized earnings rate.

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

City of Green Bay, WI

Year Ending	Levy - 10-year Portion				Levy - 8-year Portion			Levy - 3-year Portion			Storm Sewer - 10 Year Portion			Year Ending	Totals		
	Principal	Est. Rate	Interest	Total	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total		Principal (4/1)	Interest	Total
2024				0			0			0			0	2024	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	2025	790,000	379,101	1,169,101
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	2026	945,000	217,554	1,162,554
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	2027	980,000	184,121	1,164,121
2028	510,000	3.31%	121,281	631,281	90,000	14,002	104,002			0	90,000	20,759	110,759	2028	690,000	156,041	846,041
2029	530,000	3.26%	104,202	634,202	90,000	11,045	101,045			0	90,000	17,802	107,802	2029	710,000	133,049	843,049
2030	545,000	3.26%	86,679	631,679	95,000	8,030	103,030			0	95,000	14,787	109,787	2030	735,000	109,495	844,495
2031	565,000	3.23%	68,671	633,671	95,000	4,947	99,947			0	95,000	11,704	106,704	2031	755,000	85,321	840,321
2032	585,000	3.25%	50,040	635,040	105,000	1,706	106,706			0	100,000	8,545	108,545	2032	790,000	60,291	850,291
2033	605,000	3.27%	30,642	635,642			0			0	105,000	5,203	110,203	2033	710,000	35,845	745,845
2034	625,000	3.32%	10,375	635,375			0			0	105,000	1,743	106,743	2034	730,000	12,118	742,118
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	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

Year Ending	Existing Debt					Proposed Debt									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	2024 G.O. Bonds 19,500,000 Dated: 4/3/2024 Total Principal and Interest	2024 G.O. Notes 7,835,000 Dated: 4/3/2024 Total Principal and Interest	Abatements		Debt Service Levy		Taxes			
								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	
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				
Year Ending	Projected Equalized Value (TID IN) ¹	Debt Limit	Existing Principal Outstanding	% of Limit
2023	9,863,427,300	493,171,365	180,515,772	37%
2024	10,223,701,032	511,185,052	163,279,902	32%
2025	10,597,134,202	529,856,710	146,412,321	28%
2026	10,984,207,475	549,210,374	130,125,000	24%
2027	11,385,419,072	569,270,954	115,485,000	20%
2028	11,801,285,412	590,064,271	101,770,000	17%
2029	12,232,341,779	611,617,089	89,790,000	15%
2030	12,679,143,006	633,957,150	79,060,000	12%
2031	13,142,264,194	657,113,210	69,875,000	11%
2032	13,622,301,449	681,115,072	60,915,000	9%
2033	14,119,872,651	705,993,633	52,205,000	7%
2034	14,635,618,249	731,780,912	43,575,000	6%
2035	15,170,202,086	758,510,104	34,810,000	5%
2036	15,724,312,250	786,215,612	27,105,000	3%
2037	16,298,661,964	814,933,098	20,135,000	2%
2038	16,893,990,504	844,699,525	14,160,000	2%
2039	17,511,064,145	875,553,207	9,415,000	1%
2040	18,150,677,156	907,533,858	5,695,000	1%
2041	18,813,652,813	940,682,641	3,185,000	0%
2042	19,500,844,466	975,042,223	1,120,000	0%
2043	20,213,136,633	1,010,656,832	0	0%
2044	20,951,446,142	1,047,572,307		0%

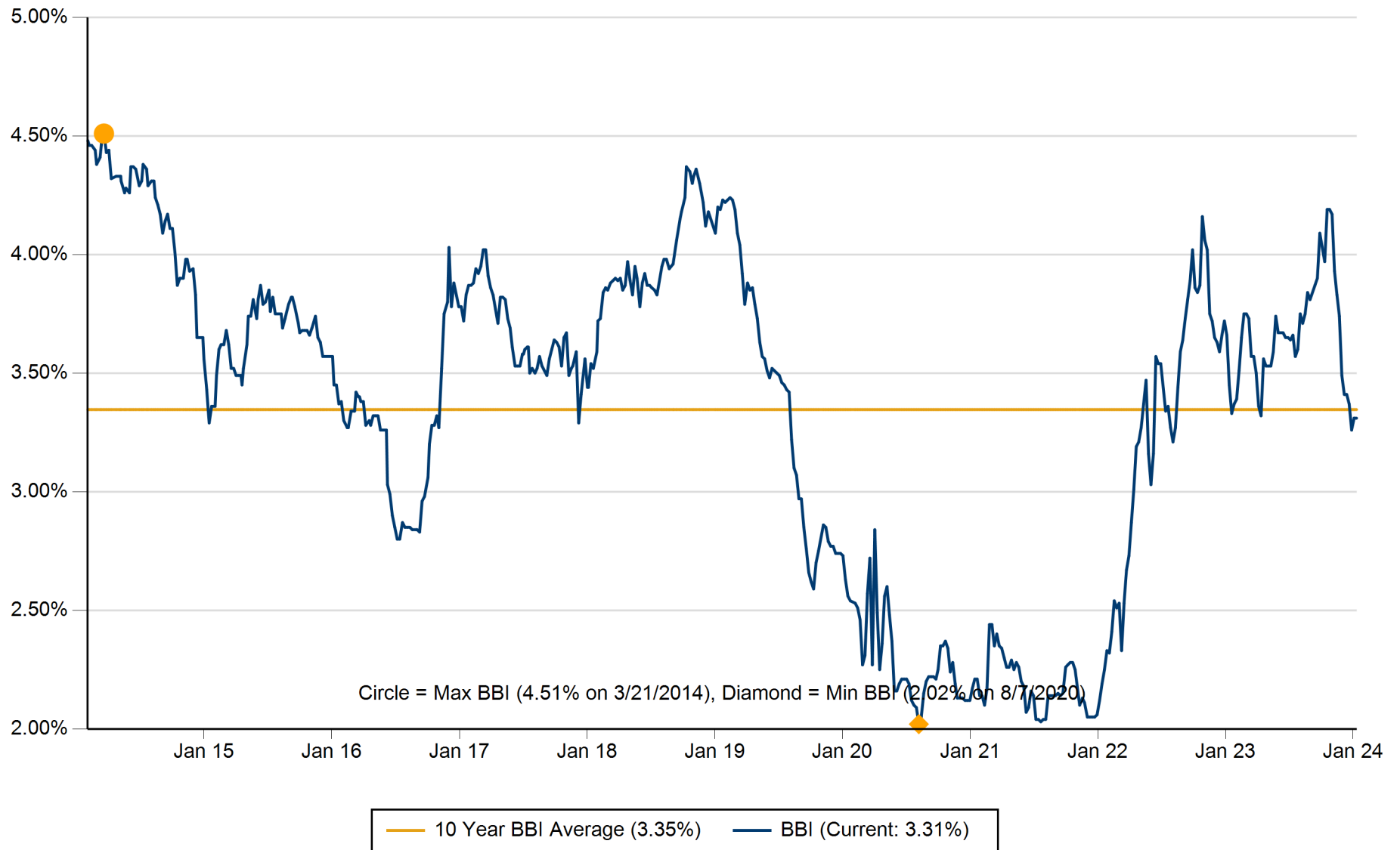
Proposed Debt					
Combined Principal Existing & Proposed					Year Ending
2024 G.O. Bonds	2024 G.O. Notes		% of Limit	Residual Capacity	
		\$180,515,772	37%	\$312,655,593	2023
19,500,000	7,835,000	\$190,614,902	37%	\$320,570,150	2024
19,145,000	7,045,000	\$172,602,321	33%	\$357,254,389	2025
18,415,000	6,100,000	\$154,640,000	28%	\$394,570,374	2026
17,660,000	5,120,000	\$138,265,000	24%	\$431,005,954	2027
16,885,000	4,430,000	\$123,085,000	21%	\$466,979,271	2028
16,085,000	3,720,000	\$109,595,000	18%	\$502,022,089	2029
15,255,000	2,985,000	\$97,300,000	15%	\$536,657,150	2030
14,400,000	2,230,000	\$86,505,000	13%	\$570,608,210	2031
13,515,000	1,440,000	\$75,870,000	11%	\$605,245,072	2032
12,600,000	730,000	\$65,535,000	9%	\$640,458,633	2033
11,655,000	0	\$55,230,000	8%	\$676,550,912	2034
10,680,000		\$45,490,000	6%	\$713,020,104	2035
9,670,000		\$36,775,000	5%	\$749,440,612	2036
8,620,000		\$28,755,000	4%	\$786,178,098	2037
7,530,000		\$21,690,000	3%	\$823,009,525	2038
6,395,000		\$15,810,000	2%	\$859,743,207	2039
5,220,000		\$10,915,000	1%	\$896,618,858	2040
3,990,000		\$7,175,000	1%	\$933,507,641	2041
2,715,000		\$3,835,000	0%	\$971,207,223	2042
1,385,000		\$1,385,000	0%	\$1,009,271,832	2043
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

Weekly Rates January, 2014 - January, 2024



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.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

February 6, 2024

PREPARED BY

AGENDA ITEM # P.2

To approve 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

- I. 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

February 6, 2024

PREPARED BY

AGENDA ITEM # P.3

To approve 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

- I. 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

February 6, 2024

PREPARED BY

AGENDA ITEM # P.4

To approve 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

- I. 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

February 6, 2024

PREPARED BY

AGENDA ITEM # P.5

To approve 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

- I. Bonds-Parks

**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

February 6, 2024

PREPARED BY

AGENDA ITEM # P.6

To approve 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

- I. Bonds-Equipment Housing

**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

February 6, 2024

PREPARED BY

AGENDA ITEM # P.7

To approve 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

- I. 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

February 6, 2024

PREPARED BY

AGENDA ITEM # P.8

To approve 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

- I. 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

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

February 6, 2024

PREPARED BY

AGENDA ITEM # P.9

To approve the resolution authorizing and Directing the Publication of Notice of the Adoption of Initial Resolution.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. 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

EXHIBIT A

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

Notice is hereby given that on 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

February 6, 2024

PREPARED BY

AGENDA ITEM # P.10

To approve 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

- I. 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. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

- (i) *Exhibit A* — Form of Obligation.
- (ii) *Exhibit B* — Notice to Electors of Sale.

Section 3. Corporate Purpose Bonds.

The Issuer is combining the general obligation bonds authorized under the Initial Resolutions into a single bond issue and designating them as “corporate purpose bonds”.

Section 4. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued; *provided* that the Obligations will be issued only if no sufficient petition for referendum on the question of the adoption or effectiveness of the Initial Resolution or of the issuance of the Obligations has been filed with the Issuer’s Clerk within 30 days after the date on which the Initial Resolutions were adopted. The Obligations will be fully registered, negotiable, general obligation corporate purpose bonds of the Issuer in the principal amount of not to exceed \$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.

<u>Principal Maturity Date (April 1)</u>	<u>Principal Amount</u>	<u>Principal Maturity Date (April 1)</u>	<u>Principal Amount</u>
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. Manner of Payment/Transfers/Redemption Under Book-Entry System.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Obligations by wire or other electronic money transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

Section 11. Manner of Payment/Transfers/Redemption *Not* Under Book-Entry System.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Obligation upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

Partial Redemptions. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of the Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

Section 12. Form of Obligations.

The Obligations shall be in substantially the form shown in Exhibit A, with such revisions as are necessary or appropriate to reflect the redemption provisions applicable to the Obligations as provided in Section 9 hereof. Omissions, insertions, or other variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The Issuer may cause the approving opinion of bond counsel to be printed or reproduced on the Obligations.

Section 13. Execution of Obligations.

The Obligations shall be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations shall be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of an authorized representative of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person

authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile or electronic signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile or electronic signature is used, then it will be treated as the officer's own signature.

Section 14. Continuing Disclosure.

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all of its terms.

Section 15. Sale of Obligations.

The Obligations are hereby authorized and ordered to be sold to a purchaser to be determined by competitive bid.

The Municipal Officers, the Treasurer, and the Finance Director (in consultation with the Issuer's Financial Advisor Ehlers and Associates, Inc.), are each hereby authorized to cause a preliminary offering document for the Obligations (the "**Preliminary Official Statement**") to be prepared and distributed to any banks, underwriters, investment houses, or the like deemed to be advisable, and to enclose therewith a "**Bid Form**" and the document to be used for offering the Obligations for sale by competitive bid which shall include the bidding terms for the Obligations and the parameters set forth in Section 5 of this resolution (the "**Notice of Sale**"). The Municipal Officers, the Treasurer, and the Finance Director are each hereby authorized, on behalf of the Issuer, to approve the form of Preliminary Official Statement and to deem it final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Preliminary Official Statement upon request.

The Clerk is hereby further authorized and directed to cause notice of the sale of the Obligations to be (i) provided to *The Bond Buyer* for inclusion in its complimentary section for the publication of such notices, and (ii) posted in the same locations that the Issuer routinely uses for posting notices of its official business.

The Finance Director and the Assistant Finance Director are hereby authorized and directed to receive written bids for the sale of the Obligations on behalf of the Issuer on the date fixed in the Notice of Sale, on which date such bids shall be publicly opened and read. The Finance Director, or in her absence, the Assistant Finance Director may, in her discretion, (i) waive any informality in any bid, (ii) reject any or all bids without cause, or (iii) reject any bid which she determines to have failed to comply with the terms of the Notice of Sale or the parameters set forth in Section 5 hereof.

The Finance Director, or in her absence, the Assistant Finance Director, is hereby authorized and directed to award the sale of the Obligations to the Purchaser at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations. The Finance Director, or in her absence, the Assistant Finance Director, is also hereby authorized and directed (i) to approve and accept the Purchase Agreement, which may be

in the form of the Purchaser's executed Bid Form, (ii) to sign the Purchase Agreement in the Issuer's name, and (iii) to take any additional actions needed to complete the sale of the Obligations, including arranging for a specific date, time, and location of closing of the sale.

The Finance Director is directed to comply with the terms of the Notice of Sale with respect to any good-faith deposit requirements.

The Municipal Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser through the facilities of DTC in accordance with the Notice of Sale, the Purchase Agreement, and this resolution. The Obligations may be delivered to the Purchaser upon payment by the Purchaser of the Purchase Price, plus any accrued interest, as required by the Notice of Sale.

Unless waived by the Purchaser, the delivery of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

- (i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.
- (ii) A transcript of the proceedings relating to the issuance of the Obligations.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

Section 16. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of, and interest on, the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations at maturity.

This tax shall be carried from year to year into the Issuer's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by (i) the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year and (ii) any amount by which the actual debt service coming due in such year is less than the applicable levy amount set forth below. The tax for each year the levy is made will be in the following amounts:

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>	<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
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

No. R-_____ Registered
\$ _____

GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2024A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____%	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[__]

<u>Sinking Fund Redemption Date (April 1)</u>	<u>Principal Amount To be Redeemed</u>
20__	\$,000
20__	,000
20__ (Stated Maturity)	,000

Term Bonds Maturing April 1, 20[__]

<u>Sinking Fund Redemption Date (April 1)</u>	<u>Principal Amount To be Redeemed</u>
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

February 6, 2024

PREPARED BY

AGENDA ITEM # P.11

To approve 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

- I. 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**

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 irrevocable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations at maturity.

This tax shall be carried from year to year into the Issuer's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by (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:

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>	<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
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

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____%	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__

<u>Sinking Fund Redemption Date (April 1)</u>	<u>Principal Amount To be Redeemed</u>
20__	\$,000
20__	,000
20__ (Stated Maturity)	,000

Term Notes Maturing April 1, 20__

<u>Sinking Fund Redemption Date (April 1)</u>	<u>Principal Amount To be Redeemed</u>
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

February 6, 2024

PREPARED BY

AGENDA ITEM # P.12

To approve the revised 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

- I. **Draft Resolution Fee Schedule 2024 (Massage Establishment License 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

February 6, 2024

PREPARED BY

AGENDA ITEM # P.13

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 I-2024
2. Quote Municipal Court Audio Visual Upgrade I-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



Driven by technology,
powered by creativity



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 851 Commerce Ct
Green Bay, WI 54301 Buffalo Grove, IL 60089
Website: www.cccp.com www.acpcreativit.com

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



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powered by creativity



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:	

Main Project

	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



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

PROJECT SUMMARY

Equipment:	\$29,590.06
Labor:	\$9,827.51

Grand Total:	\$39,417.57
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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 and 4:30pm
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.

<u>Time</u>	<u>Rate per Hour</u>
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:

- ☒ **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

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

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

February 6, 2024

PREPARED BY

AGENDA ITEM # P.14

To approve a service agreement with Off Duty Management for public safety software to manage all Police Department reimbursable overtime events.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. Finance Committee 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,

A handwritten signature in black ink, appearing to read "K. Warych", is located below the "Respectfully," text.

Cmdr. Kevin Warych



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

February 6, 2024

PREPARED BY

AGENDA ITEM # P.15

To approve the 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 Guard 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



**INTEROFFICE MEMORANDUM
GREEN BAY POLICE DEPARTMENT**

- 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:

Chris Davis
Police Chief

Jan 24, 2024

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



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



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~~ ^{thirteen} (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. CANCELCATION/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.

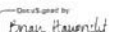
This Contract may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this Contract may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed 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 Safe
(Type or Print Name of Contracting Entity)

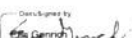
By: 
(Signature)

Brian Haupricht President

(Print Name and Title of Person Signing)

Date: 12/10/2020

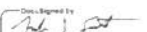
CITY OF GREEN BAY, WISCONSIN
a municipal corporation:

By: 
Eric Genrich, Mayor

12/10/2020

Date: 6/15/2023

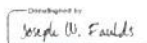
Approved:

By: 
(Signature)

Andrew Smith Chief of Police

(Print Name and Title of Person Signing)

Date: 12/10/2020

By: 
(Signature)

Joseph W. Faulds Human Resources Director

(Print Name and Title of Person Signing)

12/16/2020

Date:

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 = \$ <u>15.30</u>	X 75 daily hours = \$ <u>15.61</u>	X 75 daily hours = \$ <u>16.08</u>	X 75 daily hours = \$ _____
Crossing Guard Hourly Bill Rate (to the City)	X 75 daily hours = \$ <u>23.95</u>	X 75 daily hours = \$ <u>24.43</u>	X 75 daily hours = \$ <u>25.90</u>	X 75 daily hours = \$ _____
Program Administrator Hourly Wage Rate (to the Employee)	X 6 daily hours = \$ <u>23.50</u>	X 6 daily hours = \$ <u>23.97</u>	X 6 daily hours = \$ <u>24.69</u>	X 6 daily hours = \$ _____
Program Administrator Hourly Bill Rate (to the City)	X 6 daily hours = \$ <u>37.52</u>	X 6 daily hours = \$ <u>38.27</u>	X 6 daily hours = \$ <u>40.57</u>	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)

Brian A. Haupricht

Signature

President

Title

Cross Safe

Firm

9/13/21

Date

Signature: Eric Genrich
Eric Genrich | Jun 15, 2023 09:20 CDT

Email: eric.genrich@greenbaywi.gov

Signature: Chris A Davis

Email: Chris.Davis@greenbaywi.gov

Signature: C. Jeffreys

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



Adobe Acrobat Sign

 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



Adobe Acrobat Sign



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

February 6, 2024

PREPARED BY**AGENDA ITEM # P.16**

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-III Proposed 1st Amendment DOA DLS Draft 12.1.2023
2. NIF-III 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 entirety 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

BY: _____
(signature)

NAME: _____
(print)

TITLE: _____

DATE: _____

**STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION**

BY: _____
(signature)

NAME: _____

TITLE: _____

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 programming 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 (<i>Sum rows A through AA</i>)	\$5,000,000.00	\$832,969.00	\$5,832,969.00
FF	Total Administrative (Indirect) (<i>Sum rows BB and DD</i>)			
GG	Project Total (gross) (<i>Sum rows EE and FF and CC</i>)	\$5,000,000.00	\$832,969.00	\$5,832,969.00
HH	Project Total (net) (<i>Subtract row CC from Row GG</i>)	\$ 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

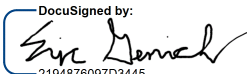
WHEREAS, it is the intention of the parties to this Grant Agreement that all activities described herein shall be for their mutual benefit; and

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:
2494876007D3445...
(signature)

NAME: Eric Genrich
(print)

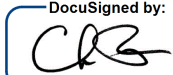
TITLE: Mayor

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

PROJECT ID: _ARPA-NIF-111

UEI #: _ZCUZDCHFP7C6

**STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION**

BY:  DocuSigned by:
F842A7858676477...
(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:

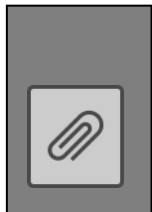
- New Housing ranging from urban to suburban styles and densities, income levels from 30-120% of the area median income, and rentals to owner-occupied units. Sustainable designs and practices will be expected.
- New Community Park – The City seeks to design and build a new destination community park 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 (<i>Sum rows A through AA</i>)	5,000,000.00	832,969.00	5,832,969.00
FF	Total Administrative (Indirect) (<i>Sum rows BB and DD</i>)			
GG	Project Total (gross) (<i>Sum rows EE and FF and CC</i>)	5,000,000.00	832,969.00	5,832,969.00
HH	Project Total (net) (<i>Subtract row CC from Row GG</i>)	\$ 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 <i>other than</i> 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.
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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 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.

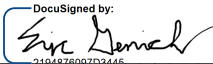
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to 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

By:  2104876007D3446...

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

February 6, 2024

PREPARED BY

Bill Paape

AGENDA ITEM # P.17

To approve 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.

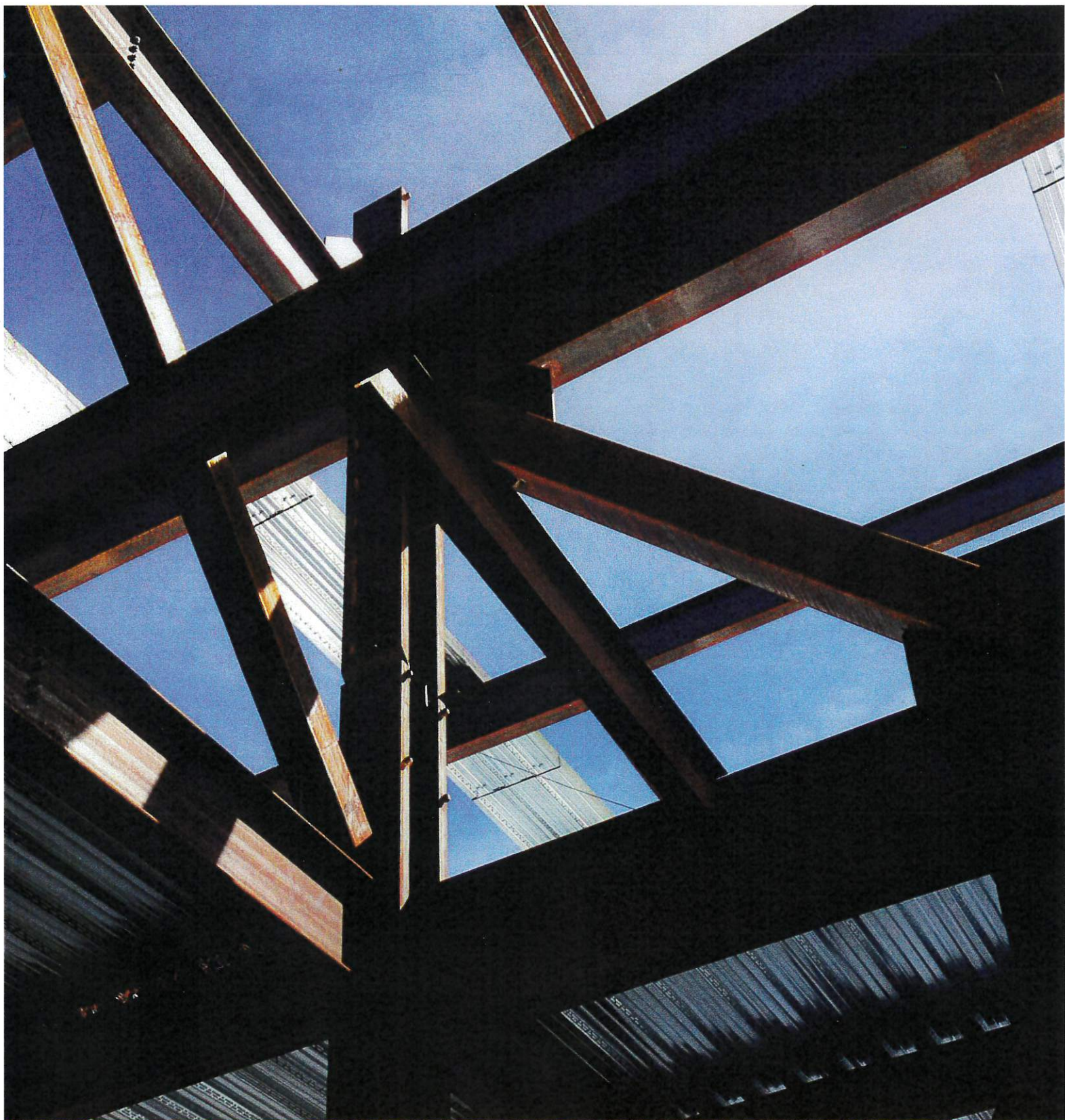
The cost for the E-Plan Exam's service will be through the State of Wisconsin Plan review fee schedule found in the attached pricing guide. Please see the attached pricing guide for further agreement details. Our customers will not pay any more than if they send their plans to the State for approval.

RECOMMENDATION

Approval of the request.

FISCAL IMPACT**ATTACHMENTS**

- I. 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 "Wisconsinisms", but also our historical state building codes. All of which are still very much enforced today by state statutes 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:

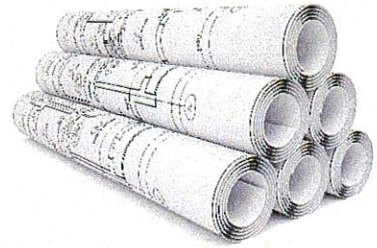
Type of Insurance	Amount of Insurance
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate
Professional Liability	\$1,000,000 Each Claim \$2,000,000 Aggregate
Umbrella Liability	\$5,000,000 Each Occurrence \$5,000,000 Aggregate

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.

A handwritten signature in black ink, appearing to read 'D. Mattox' with a stylized flourish.

President
414-736-4721
damattox@eplanexam.com



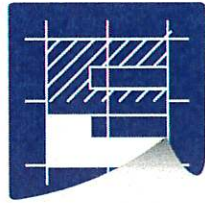
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|  Village of Pewaukee — Pop. 8,164 |  City of West Bend — Pop. 31,727 |
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|  Village of Greenville — Pop. 12,264 |  City of Beloit — Pop. 36,609 |
|  City of Pewaukee — Pop. 14,431 |  City of Greenfield — Pop. 37,352 |
|  City of Beaver Dam — Pop. 16,214 |  Village of Menomonee Falls — Pop. 38,906 |
|  Village of Ashwaubenon — Pop. 16,913 |  City of Wausau — Pop. 39,575 |
|  City of Kaukauna — Pop. 16,070 |  City of Janesville — Pop. 65,942 |
|  City of Cudahy — Pop. 17,946 |  City of Oshkosh — Pop. 66,083 |
|  City of Wisconsin Rapids — Pop. 18,367 |  City of Waukesha — Pop. 71,256 |
|  City of Marshfield — Pop. 18,815 |  City of Appleton — Pop. 74,854 |

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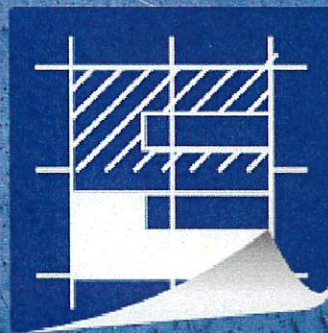
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E-PLAN
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12605 W North Avenue #189 - Brookfield, WI 53005



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

February 6, 2024

PREPARED BY

Matt Buchanan, Staff

AGENDA ITEM # P.18

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 00/100 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, laches, 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

February 6, 2024

PREPARED BY

Matt Buchanan, Staff

AGENDA ITEM # P.19

To have staff proceed as directed in closed session regarding a six (6) month planning option for the development of City-owned parcel 21-24 at 3855 Finger Road.

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

BACKGROUND

The City of Green Bay purchased parcel 21-24 in 2007 in anticipation of future growth for I-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

- I. 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



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Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

February 6, 2024

PREPARED BY

AGENDA ITEM # P.20

To approve the budget amendment resolution for unbudgeted overtime for special events.

BACKGROUND

RECOMMENDATION

Approval of the request.

FISCAL IMPACT

ATTACHMENTS

- I. Combined Resolution for I.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:

	<u>ACCOUNT</u>		<u>AMOUNT</u>
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

February 6, 2024

PREPARED BY

AGENDA ITEM # P.2I

To approve the Clams Committee report.

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

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



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

February 6, 2024

PREPARED BY**AGENDA ITEM # Q.I**

For consideration with possible action on the request to fill the following positions and all subsequent vacancies resulting from internal transfers.

- a. Administrative Clerk
- b. Sewer Maintenance Worker

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

1. Personnel Committee Request to Fill Memo
2. Administrative Clerk - D. Canadeo 03.01.24
3. Sewer Maintenance Worker - C. Akerboom 02.02.24

MEMORANDUM



Human Resources Department

To: Personnel Committee

From: Emma Baierl
Human Resources Generalist

Re: Request to Fill Vacant Positions

Date: January 30, 2024

The Human Resources Department is requesting authorization to fill the following replacement positions approved as part of the 2024 budgets and all subsequent vacancies resulting from internal transfers. The justification reports are attached.

- Administrative Clerk – Replacement position due to the retirement of Dawn Canadeo effective March 1, 2024. This position is budgeted at \$22.20 to \$24.66 per hour. (Pay Grade D)
- Sewer Maintenance Worker – Replacement position due to the resignation of Cody Akerboom effective February 2, 2024. This position is budgeted at \$26.82 – \$31.55 per hour. (Pay Grade G)

**Position Fill Request
Justification Report
January 21, 2024**

Position Title: **Administrative Clerk (Clerk's Office)**

- 1. If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

 X **Replacement Position** **Not a Replacement Position**

This position will be vacant following the retirement of Dawn Canadeo effective at the end of the work day on 03/01/2024.

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

Yes, the position budgeted in 2024. The wage range is \$22.20 - \$24.66 per hour (Pay Grade D).

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

- Serves as first receptionist and cashier. Answers phone, explains department policies and procedures to the general public, responds to questions regarding all facets of Clerk, Treasurer, and general City business, and performs general receipting.
- Assists in election process by entering new voter registrations and voter changes. Takes absentee votes over counter. Records voter history, assists in mailing of absentee ballots, and assists in preparation of ballot boxes for polling places.
- Receives and enters applications for licenses, verifies information, sells and issues various licenses, permits and passes, and posts payments. Maintains various license renewals and issues notices accordingly. Performs data entry. Prepares reports and maintains related files and records.
- Searches parcels and issues letters of specials, calculates assessment payoffs. Maintains various indexes.
- Distributes runs weekly accounts payable checks.
- Provides general office assistance in the City Clerk's Office.
- Performs other duties as assigned.

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

Yes. This position is directly responsible for \$45,000 in revenue, and assists in collecting \$46,875 in revenue.

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

Our office is adequately staffed at 5—with all working elections. However, we will need this position to receipt, daily, the dozens of checks and payments coming into our office. We will

also need this position to create special assessment letters for title companies and manage various licensing programs, including operators (bartenders).

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

Other staff members will be responsible for depositing checks, creating special assessment letters, and managing the operator license program. As we progress through 2024, we will fall behind in these duties.

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

As stated above, title companies will not receive their special assessment letters as quickly and payment receipts may need to be handled by another department. Elections are a top priority for our office.

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

Financial duties will have to be assumed by another department. This work does not seem appropriate for a temporary worker.

9. Are there union issues?

No.

10. Other supporting comments.

**Position Fill Request
Justification Report
January 8, 2024**

Position Title: Sewer Maintenance Worker

- 1. If this position is a replacement position, please indicate the reasons for the vacancy. If this is not a replacement position, please indicate the reasons for requesting the position.**

 X **Replacement Position** **Not a Replacement Position**

This position is vacant following the resignation of Cody Akerboom effective at the end of the regular workday on 2/2/2024.

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

Yes, this position is currently funded in the Stormwater and Sanitary Utility budgets. The current wage is \$26.82 - \$31.55/hour (Pay Grade G).

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

Sewer Maintenance Workers perform duties such as general maintenance, televising and cleaning of sanitary and storm sewer systems. They perform sewer lift station cleaning, maintenance, and repair. They respond to sanitary sewer back-ups. They identify the locations of underground sewer infrastructure for purposes of construction. The position also performs general maintenance and annual cleaning of the lift span bridges and installs and maintains City-owned boat docks and navigational buoys.

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

This position reduces expenses by completing preventative maintenance to ensure the sewer systems are in working order. This position responds to sanitary sewer back-ups reducing the risk of claims made to the City.

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

Staffing levels are necessary to operate the equipment in the department and to complete the scheduled maintenance. Reduced staffing inhibits the ability to complete this work and maintain compliance with WDNR permits.

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

This position is a replacement for a sewer maintenance worker resigning effective 2/2/2024. The position is currently filled.

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

DPW *cannot* reduce or eliminate the work of the sewer maintenance worker and maintain the same level of service. A reduction in staffing could result in reduced cleaning and televising frequency, which would overall extend the time between televising and cleaning of the City's sewer system. This could result in increased back-ups for residences and businesses and/or increased potential for sanitary sewer overflows.

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

Reducing the level of services provided to City residents, working overtime to maintain the expected level of service, or outsourcing of services.

9. Are there union issues? No

10. Other supporting comments. None



Report to the
Personnel Committee
of the City of Green Bay

MEETING DATE

February 6, 2024

PREPARED BY

AGENDA ITEM # Q.2

To approve the amendment to Chapter 9 Hours of Work and Fringe Benefits to revise 9.12 Holidays as presented and to direct staff to ensure that tax collection personnel are staffed and provide tax collection services for a full day on New Year's Eve.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. AMENDED - Personnel Memo - Holiday Schedule - 2-06-24
2. CITY OF GREEN BAY PERSONNEL POLICY Chapter 9 - Holiday Schedule Amendment 2024
3. Holiday Schedule Survey 2024



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

Phone 920.448.3147
Fax 920.448.3128

MEMORANDUM

To: Common Council

From: Joseph Faulds, Chief of Operations

Re: AMENDED - Personnel Policy Chapter 9 Amendment – 9.12 Holidays

Date: February 6, 2024

AMENDED – Proposal to Revise Personnel Policy Chapter 9 – 9.12 Holidays

Based on the motion from the Personnel Committee, the Committee recommends approving the Mayor's and Human Resources Department's proposal to include the following as recognized paid holidays:

- Christmas Eve & New Year's Eve (change from ½ day to a full day)
- City Hall will be open from 8:00am-4:30pm on New Year's Eve for tax collection
- Martin Luther King, Jr Day

The recommendation to add these paid holidays is to align the City's holiday schedule with comparable municipalities as well as recognize, value, and provide more work life balance for our employees. The relevant revised portion of Chapter 9 Hours of Work and Fringe Benefits is attached to this memo.

Human Resources conducted a survey (attached) that provides research of paid holidays for comparable and surrounding municipalities. Takeaways from the survey:

- For Martin Luther King Jr, Day, in 2019 24% of the municipalities had MLK Day as a paid holiday and in 2024 53% of surveyed municipalities have this as a paid holiday.
 - o City of Green Bay Metro Transit has added MLK Day as a paid holiday to its contract.
 - o MLK Day is a federally recognized holiday.
- For Christmas Eve, all the municipalities have this as a full day paid holiday except for Green Bay and Fond du Lac.
- For New Year's Eve, roughly 50% of the municipalities have this as a full day paid holiday and Green Bay and Fond du Lac have NYE as a half-day paid holiday.
- Floating holidays:
 - o The City of Green Bay offers a floating holiday to DPW employees in lieu of the day after Thanksgiving as a paid holiday. No other employees receive floating holidays.
 - o Municipalities offer floating holidays up to five floating holidays.
 - o The average holiday schedule with floating holidays is 11.5
 - o The City of Green Bay is at the average if holidays and 3 personal days are included.
- Juneteenth is a paid holiday offered by Madison and Milwaukee.



CITY OF GREEN BAY PERSONNEL POLICY

Policy Title Hours of Work and Fringe Benefits	Policy Reference Chapter 9
Policy Source Human Resources Department	Legal Review Date July 6, 2017
Personnel Committee Approval July 22, 2017	City Council Approval July 18, 2017

...

9.12 HOLIDAYS

9.12.1 Effective ~~March~~~~January~~ 1, 20~~24~~~~12~~, the following are recognized paid holidays:

New Year's Day	Thanksgiving Day
Martin Luther King, Jr. Day	Day after Thanksgiving*
½ day Friday before Easter	½ day Christmas Eve
Memorial Day	Christmas Day
Independence Day	½ day New Year's Eve
Labor Day	
*In lieu of the Day after Thanksgiving – employees represented by the DPW Labor Association will have a floating holiday	

...

DPW Supervisor and Superintendent Salary Survey

Holiday Schedules

Municipality	New Year's Day	Martin Luther King Jr. Day	Friday Before Easter	Memorial Day	Independence Day	Labor Day	Thanksgiving	Day After Thanksgiving	Christmas Eve	Christmas	New Year's Eve	Additional Information
Appleton	X			X	X	X	X	X	X	X		Four floating holidays
Ashwaubenon	X		X	X	X	X	X	X	X	X		
De Pere	X	X		X	X	X	X	X	X	X		32 hours of floating holiday & City Hall closes at 1:30 the day before Thanksgiving
Eau Claire	X	X		X	X	X	X	X	X	X		Three floating holidays
Fond du Lac	X			X	X	X	X	X	1/2	X	1/2	Five floating holidays
Green Bay	X		1/2	X	X	X	X	X	1/2	X	1/2	Three personald days
Janesville	X			X	X	X	X	X	X	X		Three floating holidays
Kenosha	X	X	X	X	X	X	X	X	X	X	X	Two floating holidays
La Crosse	X	X		X	X	X	X	X	X	X	X	Closed 12/22/22 (Thursday) - 1/2/ 2023 (Monday)
Madison	X	X		X	X	X	X	X	X	X	X	Juneteenth is also a paid holiday & 3.5 Personal Days
Manitowoc	X			X	X	X	X	X	X	X	X	One personal/float day for birthday
Milwaukee	X	X	X	X	X	X	X	X	X	X	X	Juneteenth is also a paid holiday
Oshkosh	X		X	X	X	X	X		X	X		Four floating holidays
Racine	X	X	X	X	X	X	X	X	X	X	X	One floating holiday & Call the Friday before Easter "Spring Break Holiday"
Sheboygan	X		X	X	X	X	X	X	X	X	X	
Waukesha	X	X		X	X	X	X	X	X	X	X	Two floating holidays
Wausau	X		X	X	X	X	X	X	X	X	X	Full-Time employees receive three personal holidays/Department Directors receive 6 personal holidays & Call the Friday before Easter "Spring Friday"
Wauwatosa	X	X	X	X	X	X	X	X	X	X	X	
West Allis	X	X		X	X	X	X	X	X	X		Three random holidays
TOTALS	100%	53%	47%	100%	100%	100%	100%	95%	100%	100%	63%	Madison and Milwaukee declare Juneteenth as a paid holiday
2019 Totals	100%	24%	47%	100%	100%	100%	100%	94%	100%	100%	59%	

X = Full Day

1/2 = Half Day

|

DPW Supervisor and Superintendent Salary Survey

Holiday Schedules

Municipality	New Year's Day	Martin Luther King Jr. Day	Friday Before Easter	Memorial Day	Independence Day	Labor Day	Thanksgiving	Day After Thanksgiving	Christmas Eve	Christmas	New Year's Eve	Additional Information
Green Bay	X		X	X	X	X	X	X	X	X	X	
Eau Claire	X			X	X	X	X	X	X	X		Three floating holidays
Sheboygan	X		X	X	X	X	X	X	X	X	X	
La Crosse	X	X		X	X	X	X	X	X	X	X	
Appleton	X			X	X	X	X	X	X	X		Four floating holidays
Janesville	X			X	X	X	X	X	X	X		Three floating holidays
West Allis	X	X		X	X	X	X	X	X	X		Three random holidays
Waukesha	X			X	X	X	X	X	X	X	X	Two personal holidays
Ashwaubenon	X		X	X	X	X	X	X	X	X	X	
De Pere	X			X	X	X	X	X	X	X		
Milwaukee	X	X	X	X	X	X	X	X	X	X	X	
Wauwatosa	X		X	X	X	X	X	X	X	X	X	
Madison	X	X		X	X	X	X	X	X	X	X	
Manitowoc	X		X	X	X	X	X	X	X	X		
Fond du Lac	X			X	X	X	X	X	X	X	X	Five floating holidays
Oshkosh	X		X	X	X	X	X		X	X		Four floating holidays
Kenosha	X		X	X	X	X	X	X	X	X	X	Friday before Easter referred to as "Spring Break Holiday"
TOTALS	100%	24%	47%	100%	100%	100%	100%	94%	100%	100%	59%	

X = Holiday Observed



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

February 6, 2024

PREPARED BY

AGENDA ITEM # R.1

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

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. TRAFFIC SAFETY PLAN January 2024



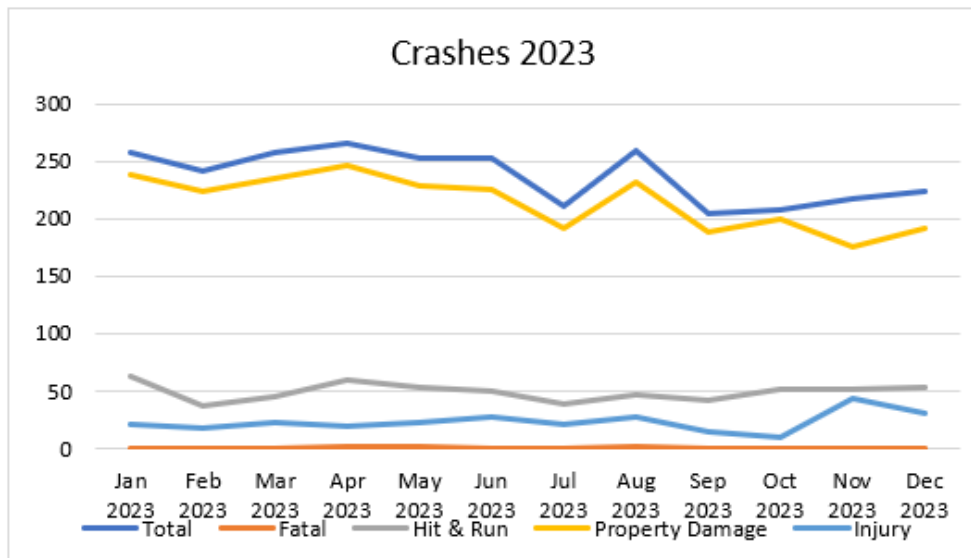
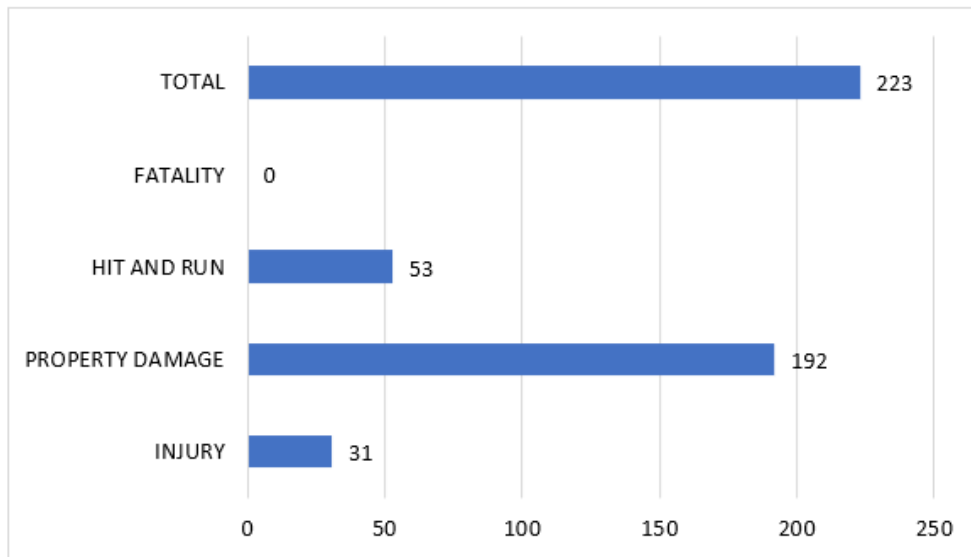
Green Bay Police Department

JANUARY 2024

Traffic Safety Plan

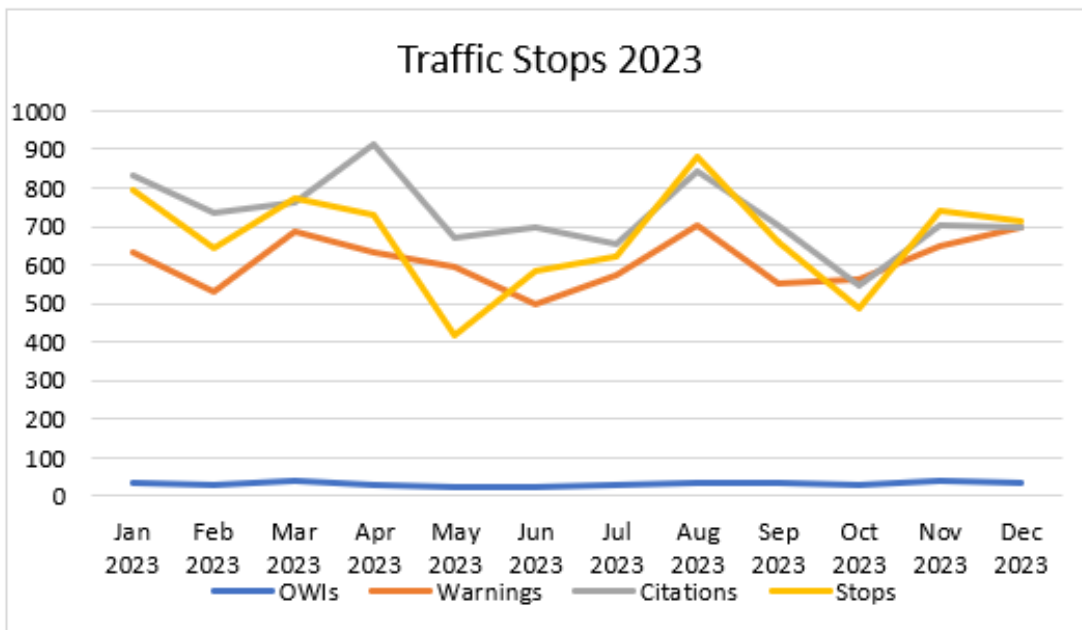
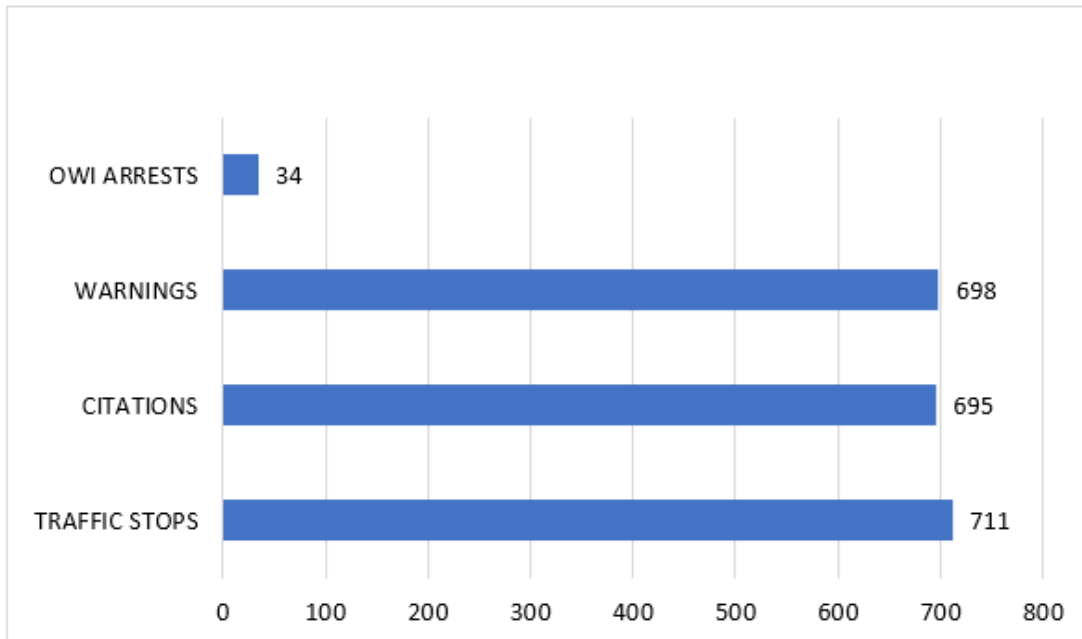
Traffic complaints are the #1 complaint made to the Green Bay Police Department and City Alderpersons. The police department is committed to safe travels for motorists, pedestrians and bicyclists. With a goal of reducing traffic crashes, property damage, injury and death on Green Bay's roadways, the police department will use a data driven approach for traffic enforcement. Data analytics from crash data, citizens complaints and speed boards (when in use) will be used to identify traffic emphasis areas. Each month's report will be posted on the police department's website and will be presented at each month's Traffic, Bicycle and Pedestrian Commission meeting.

DECEMBER 2023 CRASH DATA



GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

DECEMBER 2023 TRAFFIC STOPS



GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

TRAFFIC COMPLAINTS

Below are the most recent traffic complaints received by the Green Bay Police Department. To make a traffic complaint, call the Traffic Enforcement Unit Complaint at (920) 448-3212. Residents can also submit an online complaint through the City's Request for Service page. Please leave detailed information including specific times/days of the week, street and block number/intersection, and contact information if you would like follow-up from an officer.

District	Area	Complaint
A	BOND ST/ TAYLOR ST	Speeding
A	STEVEN ST	Speeding—Morning
A	BOND ST / MORLEY RD	Speeding
B	HOWARD ST / 12TH AV	Loud exhaust
B	DOUSMAN ST / GRAY ST	Drivers not stopping for stop signs
C	MASON ST / BAIRD ST	Loud music
D	UNIVERSITY AV BETWEEN HUMBOLDT RD & 54/57	Speeding and loud exhaust—5:30am to 8am and after 4pm

DRIVE SOBER OR GET PULLED OVER CAMPAIGN

DECEMBER 15, 2023 TO JANUARY 1, 2024



From December 15, 2023 through January 1, 2024, the Green Bay Police Department partnered with other local law enforcement agencies for the Drive Sober or Get Pulled Over Campaign. Agencies throughout Wisconsin boosted patrols during this time to watch for impaired drivers. The mission is to enhance public safety and prevent needless tragedies by discouraging people from making the decision to drive while intoxicated. During the last holiday season (December 15, 2022 to January 1, 2023), there were 470 crashes involving impaired drivers in Wisconsin. Those incidents killed five people and injured 178 others.

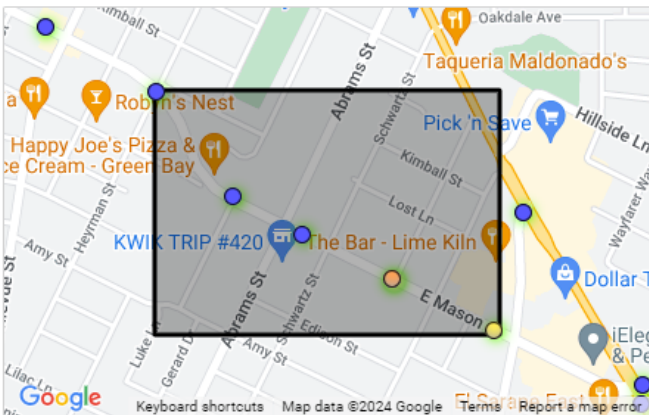
GREEN BAY POLICE DEPARTMENT TRAFFIC SAFETY PLAN

UPCOMING TRAFFIC TASK FORCE DEPLOYMENTS

- * BROWN COUNTY OWI TASK FORCE— JANUARY 12, 13, 26, 27
- * CLICK IT OR TICKET SEATBELT ENFORCEMENT— JANUARY 10, 17, 24
- * LOCAL ALCOHOL ENFORCEMENT—JANUARY 19, 20

ENFORCEMENT PRIORITY AREAS

Priority areas are determined using a predictive analysis tool through the Wisconsin DOT. The tool uses crash data from the previous three years to determine areas that have a high likelihood of vehicle crashes in the next 30 days.



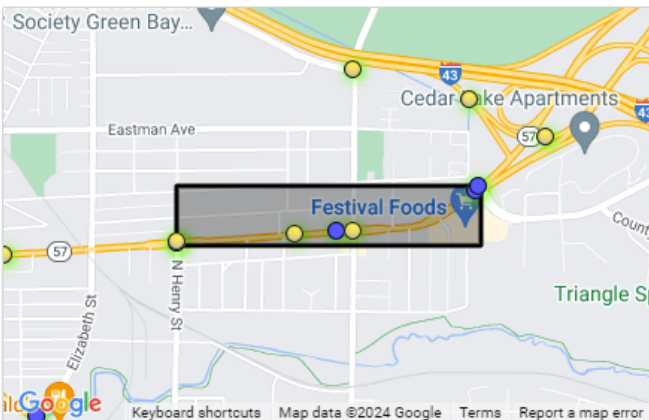
Analysis Area #1: GREEN BAY (C)

Roadway: E MASON ST

Total Crashes: 6

Contributing Factors:

- 65+ Driver (2)
- Impaired (1)
- Pedestrian (1)
- Teen Driver (1)



Analysis Area #2: GREEN BAY (C)

Roadway: 054

Total Crashes: 7

Contributing Factors:

- Speed (2)
- Aggressive (1)
- Distracted (1)
- Teen Driver (1)



Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

February 6, 2024

PREPARED BY

AGENDA ITEM # R.2

To refer to staff to study traffic calming measures on collector streets within the City.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Stevens Communication
2. 1.29.2024 Minutes TRAFFIC CALMING ATTACHMENT

Online Form Submittal: Alders' Petitions and Communications

noreply@civicplus.com <noreply@civicplus.com>

Tue 1/23/2024 9:59 PM

To: Celestine Jeffreys <Celestine.Jeffreys@greenbaywi.gov>; Eric Genrich <Eric.Genrich@greenbaywi.gov>; Amaad Rivera <Amaad.Rivera@greenbaywi.gov>

Alders' Petitions and Communications

Name	Craig Stevens
Committee Name	Traffic, Bicycle, and Pedestrian Commission
Text of Communication	Item 1: For consideration and possible action to amend the existing ordinance to allow traffic calming measures on collector streets within the city. Item 2: For consideration and possible action to amend the existing ordinance to include traffic calming measures with all new and reconstructed streets.

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

Request:

Green Bay's current code prohibits Traffic Calming on Collectors.

But many cities, associations and the Federal Highway Administration approve Traffic Calming on Collectors:

- City of Appleton
- City of Madison
- Washington, D.C.
- National Association of City Transportation Officials
- Federal Highway Administration

Appleton: N. Providence Ave.





Prairie Road Speed Tables:

Madison had informally allowed speed tables on collector streets up to 3,000 vpd, although according to staff this has been relaxed.

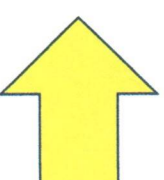


District Department of Transportation

DDOT Guidelines on Vertical Traffic Calming Implementation

INTRODUCTION

The purpose of this memo is to detail the criteria used to evaluate implementation of vertical traffic calming infrastructure on roadways within the District. Vertical traffic calming devices including speed humps, speed tables, and raised crosswalks are typically used to maintain travel speeds at or below the posted speed limit. These devices are most widely applied along local and collector neighborhood/residential streets but may be applied to certain minor arterials in unique circumstances, per these guidelines. Vertical traffic calming devices shall not be placed on roads classified as Principal Arterials or higher. The criteria detailed in this document supersedes all previous DDOT guidance on vertical traffic calming, including *DDOT Speed Hump Request Procedures and Engineering Guidelines (2010)* and *DDOT Traffic Calming Assessment Application (2012)*. The criteria and applicability for other non-vertical traffic calming remains unchanged.



[DDOT Vertical Traffic Calming Guidelines\[93\].pdf \(dc.gov\)](#)



National Association of City Transportation Officials

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Urban Street Design Guide

PURCHASE GUIDE

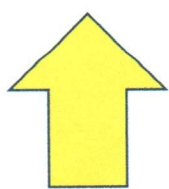
GUIDE NAVIGATION ▾



Speed Table

Speed tables are midblock traffic calming devices that raise the entire wheelbase of a vehicle to reduce its traffic speed. Speed tables are longer than speed humps and flat-topped, with a height of 3–3.5 inches and a length of 22 feet. Vehicle operating speeds for streets with speed tables range from 25–45 mph, depending on the spacing.¹

Speed tables may be used on collector streets and/or transit and emergency response routes. Where applied, speed tables may be designed as raised midblock crossings, often in conjunction with curb extensions.

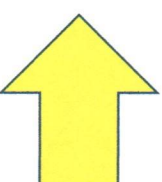
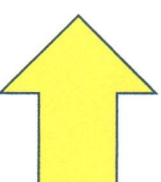


[Speed Table | National Association of City Transportation Officials \(nacto.org\)](https://nacto.org)

APPROPRIATE APPLICATION

Appropriate Application - Speed Table

Type of Street	Can be installed on a local street, collector street, and in certain circumstances, an arterial street
Intersection or Roadway Segment	Placed at a midblock location; Pennsylvania recommends a distance of 150 feet from an unsignalized intersection and 250 from a signalized intersection If placed at an intersection, called a raised crosswalk or raised intersection Should not be placed on a sharp curve; ITE <i>Guidelines for the Design and Application of Speed Humps</i> recommends a minimum horizontal curve radius of 300 feet
Roadway Cross-Section	Can be used on a single-lane one-way or two-lane two-way street (see Figure 3.12.2) Typically installed with an urban cross-section (i.e., curb and gutter) ^{1,2} but an open section can be acceptable Can be applied both with and without sidewalks or bicycle facilities
Speed Limit	ITE <i>Guidelines for the Design and Application of Speed Humps</i> recommends consideration only on a street with a posted speed limit of 30 mph or less; many jurisdictions follow the same maximum (e.g., South Carolina, Pennsylvania); others have chosen a 35 mph





Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

February 6, 2024

PREPARED BY

AGENDA ITEM # R.3

To refer to staff to study traffic calming measures with all new and reconstructed streets.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

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2. 1.29.2024 Minutes TRAFFIC CALMING ATTACHMENT

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Committee Name	Traffic, Bicycle, and Pedestrian Commission
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Appleton: N. Providence Ave.





← 2759 Prairie Rd

Madison, Wisconsin

 Google Street View

Aug 2023 See more dates

Prairie Road Speed Tables:

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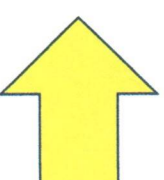


District Department of Transportation

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National Association of City Transportation Officials

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Urban Street Design Guide

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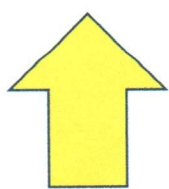
GUIDE NAVIGATION ▾



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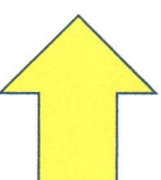


[Speed Table | National Association of City Transportation Officials \(nacto.org\)](https://nacto.org)

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Report to the
Traffic, Bicycle and Pedestrian Commission
of the City of Green Bay

MEETING DATE

February 6, 2024

PREPARED BY

AGENDA ITEM # R.4

To approve the removal of the 2-HOUR 7AM TO 7 PM MONDAY THROUGH FRIDAY zone on the east side of Elizabeth Street from a point 65 feet north of Cedar Street to Elm Street.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None

Detail Summary of Projects Issued

1/1/2024 to 1/31/2024

Proj #	Address	Owner	Applicant	Fees Paid	Estimated \$	Status
114516	1606 VERNON CT..6-1754	ROBERT PETERS CONSTRUCTION INC		\$1,097.83	\$240,000.00	Pending
[1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOME W/ ATTACHED GARAGE SWM / EC PLAN UNDER PROJECT # 114838						
115005	3096 S SANDSTONE CT..6H-4424	THOMAS M HOWLETT REVOCABLE TRUST		\$1,285.83	\$520,000.00	Pending
[1-101 - Residential - New - Single Family House] NEW SINGLE FAMILY HOME WITH ATTACHED GARAGE						
114527	1942 OAKDALE AV..21-1882-2	DONALD L & BRENDA L STAEVEN		\$150.00	\$56,017.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] SUNROOM						
114808	1447 BIEMERET ST..6-898-A	RONALD L ELLIOTT		\$125.00	\$39,773.23	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] ROOF MOUNTED SOLAR						
114845	1208 MICHALINE DR..6-2041	GERALD R & ELIZABETH L DENNY		\$125.00	\$24,793.70	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] ROOF MOUNTED SOLAR						
114847	1374 THRUSH ST..18-1477	DENISE K & JOHNNY J ROBERTS		\$125.00	\$25,413.54	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] ROOF MOUNTED SOLAR						
114850	1228 BOND ST..5-1315-G	ARLENE A STRAND		\$175.00	\$8,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] KITCHEN REMODEL						
114854	1004 THRUSH ST..18-1154	JOANNE J KOLB		\$125.00	\$26,847.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] ROOF MOUNTED SOLAR SYSTEM						
114861	2387 VAN BEEK RD..21-127-2	CASSIE L DUCHATEAU		\$255.00	\$150,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] KITCHEN/1ST FLOOR REMODEL						
114863	1171 THORNDAL ST..1-2164	KOU & JOSEPH YANG		\$280.00	\$180,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REMODEL						
114864	3066 SANDIA DR..6H-3001	JOSEPH R & DAWN L GIESBERS		\$125.00	\$29,830.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] ROOF MOUNTED SOLAR SYSTEM						
114873	123 S CLAY ST..14-286	REMEDY PROPERTY GROUP LLC		\$50.00	\$2,000.00	Closed
[2-434 - Residential - Alteration - 1 -2 Family House] per complaint # 135089						
114879	1260 DAY ST..7-91	ROY HANNON, ETAL		\$255.00	\$50,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REPAIR DUE TO FIRE DAMAGE						
114887	1618 RANCLAND DR..6-929	ALICE E & WILLIAM P LAPINE		\$200.00	\$7,200.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] RAMP						
114888	1636 RANCLAND DR..6-926	NICOLAUS A & MARION F SCHERMER		\$510.00	\$75,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] KITCHEN REMODEL						

114912	504 N PLATTEN ST..5-1325-E	THOMAS M & DOROTHY J VANERMEN	\$125.00	\$34,634.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] ROOF MOUNTED SOLAR PANELS					
114913	605 GREEN RIDGE DR..6H-2610	KATHERINE A & JASON R BECK	\$125.00	\$35,454.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] ROOF MOUNTED SOLAR PANELS					
114915	144 COLT CT..21-3656	NEIL R WALKER	\$125.00	\$12,200.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] ROOF MOUNTED PV SOLAR					
114917	607 N MAPLE AV..5-1020	MICHAEL L WILLIAMS	\$105.00	\$50,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REPAIR FRAMING AND REPLACE STAIRS AT REAR ENCLOSED PORCH. ROOF REPAIRS AND RE-ROOF - REMOVAL OF ASPHALT AND CEDAR SHAKE SHINGLES.					
114929	1222 S MONROE AV..16-84	& PAT DRURY	\$529.82	\$75,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] DECK / WINDOW REPLACEMENT / INTERIOR REMODEL					
*COA FOR DECK & WINDOW - EMAILED STEPH 12.19.23					
*need ALL subcontractors to fill out their own permits - need their signatures & credentials (HVAC LEFT)					
114958	1061 RALEIGH ST..1-2364-A	TAYLOR ROSE WIESLER	\$280.00	\$2,500.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] FINISH BASEMENT					
114975	1354 DESNOYERS ST..18-1136	VIVIAN L & ROBERT J ANDORFER	\$205.00	\$5,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] 2ND FLOOR BATHROOM ADDITION - TO INCLUDE CONSTRUCTION OF DORMER					
114979	414 HARVARD ST..5-382	JUSTIN K G NELSONTIDWELL, ETAL	\$75.00	\$4,300.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] REPAIR ROOF AND WALL FRAMING FROM TREE DAMAGE.					
114986	2987 DURHAM RD..22-1782	MICHAEL J DAUPLAISE, ETAL	\$100.00	\$32,760.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] ROOF MOUNTED SOLAR PANELS					
114989	645 S CLAY ST..14-1129	AMANDA & RYAN B NELSON	\$100.00	\$90,200.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] ROOF MOUNTED SOLAR PANELS					
115006	1471 GRIGNON ST..17-1028	JDPM LLC	\$227.00	\$35,495.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] ***Need to add an HVAC contractor to the project. Instilled a new Furnace yesterday - Erik 1/25/2024					
HVAC PERMIT RECIEVED AND PAID - Edith 1/25/2024					
115009	1317 ST. GEORGE ST..20-180	JUANITA G BLOOD	\$100.00	\$16,339.05	Pending
[2-434 - Residential - Alteration - 1 -2 Family House]					
115024	875 SHAWANO AV..3-930	RUESCH PROPERTIES LLC	\$180.00	\$1,000.00	Closed
[2-434 - Residential - Alteration - 1 -2 Family House] INSTALL BALCONY GUARD & REPAIR SIDING AROUND DOOR					
115038	816 CROCKER ST..18-654	PETER ELLIS	\$287.99	\$80,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] FIRE RESTORATION AND BUILDING CODE UPDATES					
Door code - 4340					
115045	1235 CRESTWOOD DR..6H-1155-9	SANDRA LYNN MAGRAY	\$75.00	\$5,000.00	Closed
[2-434 - Residential - Alteration - 1 -2 Family House] REPLACING 2ND STORY BEDROOM PATIO DOOR TO WINDOW					
115046	3023 ANGELINE CT..6H-3605	SCHROEDER REVOCABLE TRUST	\$125.00	\$24,900.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] ROOF MOUNTED SOLAR PANELS					
115049	707 ROY AV..18-1414	BLUE BADGER HOLDINGS LLC	\$410.00	\$18,000.00	Pending
[2-434 - Residential - Alteration - 1 -2 Family House] ALTERATIONS					
*no external plumbing work is being done. See drag file					
115065	1146 PINE ST..14-80	DEAN D MERLINE	\$255.00	\$80,000.00	Pending

[2-434 - Residential - Alteration - 1 -2 Family House] WATER DAMAGE RESTORATION

115074	615 NORTHERN AV..5-273	JULIA M PIOTTER	\$50.00	\$19,774.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House] REPLACE INTERIOR DRAIN TILE

115079	1805 SPENCE ST..1-2161	FLIP IT FORWARD LLC	\$310.00	\$25,000.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House] KITCHEN REMODEL. REMOVE LOAD BEARING WALL.

115080	811 DOUSMAN ST..4-24	ANTONIO ADAME HURTADO	\$515.86	\$5,000.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House] WHOLE HOUSE REMODEL

115092	3682 WILDCAT TR..21-7490	KELVIN & MEGAN VELDRE	\$255.00	\$8,500.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House] REC ROOM, BEDROOM, CLOSET, AND BATHROOM

115148	1126 BAY MIST DR..21-8416	LARGO RIDGE DEVELOPMENT LLC	\$225.00	\$40,000.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House] BASEMENT FINISH

115391	1316 WIRTZ AV..1-292	JOSE F & SANDRA R COLON	\$125.00	\$500.00	Pending
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[2-434 - Residential - Alteration - 1 -2 Family House] DRYWALL WALLS AND ADD ELECTRICAL OUTLETS IN BASEMENT

114574	811 MARQUETTE AV..2-1094	GUY & JASON DIAMOND	\$100.00	\$7,500.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK

114920	848 HOWARD ST..3-949	QUINN LYNN PROPERTIES LLC	\$200.00	\$6,000.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] DECK per complaint # 134825

114944	840 S JACKSON ST..16-148	MITCHELL KEEBLER	\$100.00	\$8,500.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] COA REQUIRED - EMAILED STEPH H 12.20.23 - was approved

114980	815 MULLET PL..1-1059	BECKY J MYERS	\$75.00	\$2,450.00	Pending
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[7-1 - Deck, Porch, Patio, Ramp (Residential)] STAIRS/PORCH

115060	519 N BROADWAY..5-896	519 LLC	\$50.00	\$2,800.00	Pending
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[9-649 - Demolition - Interior (Residential)]

115078	1145 OREGON ST..5-695-A	BARRY L ANDIS	\$50.00	\$1,000.00	Pending
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[9-645 - Raze - Building or Structure (Residential)] RAZE GARAGE

115145	1173 LANGLADE AV..1-389-B	PETER F STALTER	\$50.00	\$900.00	Pending
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[9-649 - Demolition - Interior (Residential)] DEMO

87297	435 STONEHEDGE RD..21-5082	THOMAS W & ANASTASIA M SCHMIDT	\$50.00	\$1,450.00	Closed
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[11-1 - Garage/Carport/Shed (residential)] Parking in front setback

114869	1029 BELLEVUE ST..21-1335-1	NOAH C GOERING	\$100.00	\$14,063.00	Closed
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[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR

114881	2553 VAN BEEK RD..21-3939	VANG TONG LEE, ETAL	\$155.00	\$13,759.00	Pending
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[11-1 - Garage/Carport/Shed (residential)] GARAGE REPAIRS

114902	1019 THORNDAL CT..1-2579	MELISSA A & MATTHEW G BUMGARDNER	\$75.00	\$21,411.34	Pending
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[11-1 - Foundation Repair (Residential)] INSTALLING PIERS FOR FOUNDATION

114905	1002 S MONROE AV..16-67	EILEEN & TIMOTHY & PAUL J & MARY B & ANNE LONG	\$50.00	\$4,150.00	Pending
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[11-1 - Fence (Residential)]

114942	1059 SHADOW LN..1-2713	J FISCHER PROPERTIES LLC	\$250.00	\$65,000.00	Pending
	[11-1 - Garage/Carport/Shed (residential)] DETACHED GARAGE				
114981	401 OAK ST..3-710	KATHRYN R & JAMES B SCHMIDT	\$75.00	\$500.00	Pending
	[11-1 - Z - Misc Project Not Listed (Resiential)] VEHICLE VS BUILDING REPAIRS				
115067	1496 ELIZA ST..17-979	JERSON Y CRUZ IBARRA	\$50.00	\$7,100.00	Pending
	[11-1 - Fence (Residential)]				
115073	926 MARY ST..18-759	MIRANDA ROGALL	\$50.00	\$500.00	Pending
	[11-1 - Fence (Residential)] FENCE Fence already built - Double fee. Fence extends onto neighboring property				
115091	3373 HEAVEN DR..21-7696	CANDIE L & RANDALL S VANBECKUM	\$50.00	\$15,000.00	Closed
	[11-1 - Fence (Residential)] FENCE				
115095	1156 NICOLET AV..1-1507	CAROL L LAWRENCE	\$100.00	\$2,600.00	Pending
	[11-1 - Driveway Replacement and/or Expansion (Residential)] DRIVEWAY REPLACEMENT				
115112	1408 DOUSMAN ST..6-86-B	MARISSA SCHUETTPELZ	\$150.00	\$8,200.00	Closed
	[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR **Work done without permit - Double Fee**				
115113	1118 LAKE LARGO DR..21-8442	JOHNNY B HOME CONSTRUCTION INC	\$50.00	\$17,725.80	Pending
	[11-1 - Fence (Residential)]				
115130	437 ELIZABETH ST..19-159-1	PRESTIGE INVESTMENTS LLC	\$50.00	\$4,700.00	Pending
	[11-1 - Foundation Repair (Residential)] FOUNDATION REPAIR				
115131	1056 SHAWANO AV..3-1119	DALTON & DEISI SIEKERT	\$50.00	\$1,000.00	Pending
	[11-1 - Fence (Residential)] FENCE				
115379	1721 W CRUSADE LN..6H-3964	ALIDA L & RONDA L WAITS	\$50.00	\$11,354.00	Pending
	[11-1 - Fence (Residential)] FENCE				
115384	420 POLARIS CT..21-3813	JENNIFER & MARK OLKOWSKI	\$50.00	\$6,000.00	Pending
	[11-1 - Fence (Residential)] FENCE				
114519	2430 SYCAMORE DR..21-4017	KOS HATCHERIES LLP	\$372.00	\$54,000.00	Pending
	[30-434 - Commercial - Alteration - Multi-Family of 3 or more units] FIRE REPAIR - UNIT #11,12,14,16				
115048	1710-1716 WESTERN AV..6-131-4	KELLY S BIGELOW	\$70.00	\$750.00	Closed
	[30-434 - Commercial - Alteration - Multi-Family of 3 or more units]				
115068	118 S WASHINGTON ST..12-341	KATHRYN L & MICHAEL P TUBBS	\$140.00	\$75,000.00	Pending
	[30-434 - Commercial - Alteration - Multi-Family of 3 or more units]				
115367	3415 E MASON ST, UNITS 801-812..21-167	GLORIA P & GERALD C BIGELOW	\$6,941.68	\$14,076,000.00	Pending
	[30-105 - Commercial - New - 5 or More Family Building] BLDG 800- 12 UNITS				
115369	3415 E MASON ST, UNITS 901-912..21-167	GLORIA P & GERALD C BIGELOW	\$6,941.68	\$14,076,000.00	Pending
	[30-105 - Commercial - New - 5 or More Family Building]				
115370	3415 E MASON ST, UNITS 1001-1012..21-167	GLORIA P & GERALD C BIGELOW	\$6,941.68	\$14,076,000.00	Pending
	[30-105 - Commercial - New - 5 or More Family Building]				

115371	3415 E MASON ST , UNITS 1101-1112..21-167	GLORIA P & GERALD C BIGELOW	\$6,941.68	\$14,076,000.00	Pending
[30-105 - Commercial - New - 5 or More Family Building]					
113809	1265 LOMBARDI AV..1-1841-A	GREEN BAY CITY OF LAMBEAU FIELD	\$5,046.00	\$3,279,259.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] CONCOURSE RENOVATIONS PHASE 5					
114509	1415 E WALNUT ST..17-1061	GREEN BAY AREA PUBLIC SCHOOL DISTRICT EAST HIGH	\$9,696.13	\$6,459,699.00	Pending
[31-437 - Commercial - Addition - Non-Residence, Non-housekeeping] \$5000 SWB PD 1/9/23					
114549	825 HINKLE ST..6H-1759	RUSSEL METALS WILLIAMS BAHCALL INC	\$8,957.00	\$42,900.00	Pending
[31-437 - Commercial - Addition - Non-Residence, Non-housekeeping] \$10000 SWB					
114822	1609 WESTERN AV..6-119-A	E & P PROPERTIES	\$4,238.00	\$1,000,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] MISSING: APPROVED HVAC PLANS					
114997	2845 GREENBRIER RD..21-161-2	BAYCARE AURORA LLC	\$835.00	\$486,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] RENOVATION OF EXISITING OBSERVATION SPACE					
115007	2600 LARSEN RD ..6H-1752	NORTHEAST WISCONSIN TECHNICAL COLLEGE	\$589.20	\$37,450.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] Creation of additional office space in Fischer Visitors Center-remodel					
115039	442 ALPINE DR..21-107-3	GREEN BAY AREA PUBLIC SCHOOL DISTRICT EDISON	\$140.00	\$595,178.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]					
115062	419 N BROADWAY..5-885	419 LLC	\$70.00	\$3,500.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]					
115117	744 S WEBSTER AV..14-825	BELLIN MEMORIAL HOSPITAL	\$630.00	\$49,167.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] BLOOD DRAW ROOM IN LAB BASEMENT					
115141	327 S MONROE AV, LOWER..14-422	JOURNEY TO ADULT SUCCESS INC	\$140.00	\$8,000.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping] WALL REMOVAL/ELEC					
115372	340 N BROADWAY, SUITE 400..5-1763	DDL HOLDINGS LLC	\$140.00	\$2,500.00	Pending
[31-434 - Commercial - Alteration - Non-Residence, Non-Housekeeping]					
114977	1532 SHAWANO AV..6-236	LUKE & MATTHEW HOLSCHBACH	\$170.00	\$17,500.00	Pending
[34-1 - Siding (Commercial)] SIDING, SOFFITS, FASCIA & INSTALL NEW 10'x 9' OVERHEAD DOOR					
115010	2675 NEWBERRY AV..21-107-4	GREEN BAY CITY OF	\$70.00	\$15,000.00	Pending
[34-1 - Cell Tower - Alteration to Existing (Commercial)] Adding 1 MW and 2 MW lines					
115081	410 DOUSMAN ST ..5-594	BRITTANY J PAULSEN	\$280.00	\$5,000.00	Pending
[34-649 - Demolition - Interior (Commercial)] COSMETIC ONLY					
115093	1726 SHAWANO AV..6-235-A	SAINT MARYS HOSPITAL MEDICAL CENTER OF G B INC	\$280.00	\$225,000.00	Pending
[34-649 - Demolition - Interior (Commercial)]					
115132	745 S HURON RD..21-169-3	SCHOEN STREET CONDO RENTALS LLC	\$210.00	\$106,000.00	Pending
[34-649 - Demolition - Interior (Commercial)] INTERIOR DEMO ONLY					
114946	863 SHAWANO AV..3-926	JAMES W & WANDA A BLACK	\$50.00	\$5,000.00	Closed
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] ADDING OUTLETSCIRCUITS FOR RANGE/DRYER & ADDING INTERLOCK SWITCH, CIRCUIT & EXTERNAL INLET FOR GENERATOR					

114976	1142 DOUSMAN ST..5-845	KEITH A FAIRCHILD	\$50.00	\$2,370.00	Closed
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
114988	1235 CRESTWOOD DR..6H-1155-9	SANDRA LYNN MAGRAY	\$50.00	\$750.00	Closed
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
115019	1012 BELLEVUE ST..21-1330-8	LINDA A & KENNETH A VANDENBUSH	\$50.00	\$200.00	Closed
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
115034	114 S JACKSON ST..14-327	TEEGARDEN PROPERTIES LLC	\$70.00	\$7,185.00	Pending
[40-52 - Electrical Service - Change (Commercial)]					
115035	734 E WALNUT ST..14-328	TEEGARDEN PROPERTIES LLC	\$70.00	\$7,185.00	Pending
[40-52 - Electrical Service - Change (Commercial)]					
115040	1940 RADISSON ST..21-1183-14	IIM DEVELOPMENT LLC	\$70.00	\$5,000.00	Closed
[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] ADDING 200A CIRCUIT BREAKER					
115041	724 E WALNUT ST..14-329	TEEGARDEN PROPERTIES LLC	\$70.00	\$6,685.00	Pending
[40-52 - Electrical Service - Change (Commercial)]					
115052	1306 DELRAY DR..6H-1839	ANNA & JOSHUA FLANDERS	\$50.00	\$1,000.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] MOVING ELECTRICAL, ADDING OUTLET, ADDING LIGHTS					
115056	1226 N DANZ AV..21-290-4	A & V TERRACE LLC	\$50.00	\$300.00	Pending
[40-55 - Electrical Service - Repair (Residential)]					
115058	2896 WEST POINT RD..6H-1164-A	AMANDA L & ANDREW A NETTEKOVEN	\$50.00	\$600.00	Closed
[40-53 - Electrical Service - Change (Residential)]					
115064	437 ELIZABETH ST..19-159-1	PRESTIGE INVESTMENTS LLC	\$50.00	\$2,300.00	Pending
[40-55 - Electrical Service - Repair (Residential)] RELATED TO CASE #135347					
115066	745 S HURON RD..21-169-3	SCHOEN STREET CONDO RENTALS LLC	\$165.00	\$21,900.00	Pending
[40-59 - New Electrical System (Commercial)]					
115070	917-919 CLAYTON PL..21-2981	EDGAR & MARIELA RODRIGUEZ	\$50.00	\$3,500.00	Pending
[40-53 - Electrical Service - Change (Residential)]					
115087	860 KELLOGG ST..5-1423	HENRY & ADACELIS DELAGARZA	\$50.00	\$1,009.00	Closed
[40-55 - Electrical Service - Repair (Residential)]					
115088	861 ELMORE ST..5-1422	JERRY DETRY	\$50.00	\$981.00	Closed
[40-55 - Electrical Service - Repair (Residential)]					
115099	3205 YEAGER DR..21-180-10	I C P PROPERTIES LLC	\$210.00	\$63,000.00	Pending
[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] ADDITIONAL 400 AMP 40V SERVICE					
115100	2248-2254 FARLIN AV..21-2775	ELLIOTT & CARLTON J THOMPSON	\$70.00	\$4,000.00	Pending
[40-54 - Electrical Service - Repair (Commercial)] SERVICE REPAIR					
115102	1606 MAIN ST..21-1993	RUBEN MOSQUEDA	\$70.00	\$8,500.00	Pending
[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)] MISC ELEC					
115111	1230 HURLBUT ST..6-3043	C ROFFERS PROPERTIES LLC	\$70.00	\$500.00	Closed

[40-52 - Electrical Service - Change (Commercial)] UNDERGROUND SERVICE - 100 AMP

115127	855 ELMORE ST..5-1426	LORI WITT	\$50.00	\$2,000.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
115128	125 S MAPLE AV..3-333	BRANDON D & ANNA M RIGGSBEE	\$50.00	\$50.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
115129	856 KELLOGG ST..5-1427	TWO CHICKS BUYING HOMES LLC	\$50.00	\$1,200.00	Closed
[40-55 - Electrical Service - Repair (Residential)] SERVICE REPAIRS					
115143	2307 PREBLE AV..21-2740	DANN R & BAY AREA HOLDINGS LLC	\$50.00	\$2,000.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
115149	512-514 15th AV..2-688	MICHAEL R PETERS	\$50.00	\$2,000.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)] *create new placard once the updated elec permit comes in					
115361	1130 CASS ST..14-1143	RYAN M HYDE	\$50.00	\$3,800.00	Pending
[40-53 - Electrical Service - Change (Residential)]					
115364	515 W WALNUT ST..3-85	KWIK TRIP INC	\$70.00	\$3,000.00	Pending
[40-56 - Electrical Wiring (Misc., Alteration, Repair) (Commercial)]					
115373	1101 11th AV..1-248	SUSAN M BELLEAU	\$50.00	\$2,600.00	Pending
[40-53 - Electrical Service - Change (Residential)] SERVICE UPGRADE					
115383	2339 HILLSIDE LN..21-98-7	JOSE C & JOAQUINA ALVARADO	\$50.00	\$1,900.00	Closed
[40-55 - Electrical Service - Repair (Residential)] EMERGENCY SERVICE REPAIR					
115392	916 CEDARVIEW CT..21-1111-D-253	WHITNEY L & NEIL B FROELICH	\$50.00	\$1,500.00	Pending
[40-57 - Electrical Wiring (Misc., Alteration, Repair) (Residential)]					
114950	1847 ASPEN LN..6-2031	JANDRAIN RENTALS LLC	\$50.00	\$4,365.00	Pending
[50-45 - Heating Unit Only (Residential)]					
114951	137 OAK GROVE AV..21-2382	LARRY D & GEORGIA M BLATCHFORD REVOCABLE LIVING TRUST	\$50.00	\$14,350.00	Closed
[50-43 - Heating and Air Conditioning Units (Residential)]					
114952	1429 S ONEIDA ST..1-1929	SARAH A & RAYMOND HARRIS	\$50.00	\$5,027.00	Closed
[50-45 - Heating Unit Only (Residential)]					
114985	2713 FINGER RD..21-66-3	BRANDI A FERRON	\$50.00	\$2,780.00	Closed
[50-45 - Heating Unit Only (Residential)] FURNACE					
114993	973-975 SQUARE TERR..6H-3100	KEVIN & CELIA JEAN CHAMPEAU	\$50.00	\$12,850.00	Pending
[50-45 - Heating Unit Only (Residential)]					
114994	219 ALVINA ST..6-320-D	SS SOLUTIONS LLC	\$50.00	\$4,000.00	Closed
[50-45 - Heating Unit Only (Residential)]					
114995	3186 TOBERMORY DR..21-5440	CHARLES O & MARY LYNN DAHLKE	\$50.00	\$8,000.00	Closed
[50-43 - Heating and Air Conditioning Units (Residential)]					
114998	864 ELMORE ST..5-1241	KELLI M & MICHAEL J HUNTER	\$50.00	\$11,090.00	Pending

[50-43 - Heating and Air Conditioning Units (Residential)]

114999	3381 NICOLET DR..22-59-8	RUSSELL LUKE & MEGAN OLEARY REVOC LIVING TRUST	\$50.00	\$11,452.00	Pending
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[50-43 - Heating and Air Conditioning Units (Residential)]

115000	1834 ARGONNE DR..6-2754	CHONG YANG XIONG, ETAL	\$50.00	\$11,322.00	Closed
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[50-43 - Heating and Air Conditioning Units (Residential)]

115001	157 N ASHLAND AV..4-134	CATHERINE M CLANCY	\$50.00	\$10,938.00	Closed
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[50-43 - Heating and Air Conditioning Units (Residential)]

115002	1815 PARKLAND WAY..6-2271	SCOTT D & ELIZABETH A THIRY	\$50.00	\$3,400.00	Closed
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[50-45 - Heating Unit Only (Residential)]

115008	973-975 SQUARE TERR..6H-3100	KEVIN & CELIA JEAN CHAMPEAU	\$50.00	\$14,452.00	Pending
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[50-45 - Heating Unit Only (Residential)]

115012	329 BADER ST..21-2678-T-5	LUIS A VARGASALEMANY, ETAL	\$50.00	\$6,693.00	Pending
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[50-45 - Heating Unit Only (Residential)]

115014	1161 EMILIE ST..17-149	CALEB J & EMILY E AMES	\$50.00	\$9,980.00	Closed
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[50-45 - Heating Unit Only (Residential)]

115015	1325 MATHER ST..5-1694	LAURIE L ANDERSON, ETAL	\$50.00	\$9,980.00	Closed
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[50-45 - Heating Unit Only (Residential)]

115016	118 S WASHINGTON ST..12-341	KATHRYN L & MICHAEL P TUBBS	\$140.00	\$14,788.00	Pending
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[50-43 - Heating and Air Conditioning Units (Residential)]

115017	1100 SHAWANO AV..3-1125	MB HOMES LLC	\$50.00	\$3,500.00	Pending
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[50-45 - Heating Unit Only (Residential)]

115018	1267 RIDGEDALE CT..1-2017	ANNA M BURKHARDT	\$50.00	\$4,159.00	Closed
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[50-45 - Heating Unit Only (Residential)]

115025	1775 BEAVER DAM DR..6-187-A	TROY A NAULT	\$50.00	\$4,000.00	Closed
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[50-45 - Heating Unit Only (Residential)] FURNACE

115026	2525 PECAN ST..21-5224	MICHAEL A & JULIE K FAMEREE	\$50.00	\$15,189.00	Closed
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[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER

115027	3015 CRUSADE LN..6H-4165	BARBARA A & STEVEN R ROSNER	\$50.00	\$4,100.00	Closed
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[50-45 - Heating Unit Only (Residential)] FURNACE

115028	541 SUMMER WINDS DR..21-7071	ANDREW J & DIANE E PICHETTE	\$50.00	\$11,700.00	Closed
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[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER

115036	3007 WEST POINT RD..6H-4156	HARRISON RONALD F & CAROL J IRREVOCABLE TRUST	\$50.00	\$8,500.00	Closed
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[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER

115037	367 FIELDSTONE CT..21-5021	CORBEILLE STEVEN A & LISA L LIVING TRUST	\$50.00	\$13,575.00	Closed
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[50-43 - Heating and Air Conditioning Units (Residential)] FURNACE & AIR CONDITIONER

115051	1320 KATERS DR..6-1472	DEBORAH E KUICK	\$50.00	\$14,090.00	Closed
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[50-45 - Heating Unit Only (Residential)]					
115055	1300 KELLOGG ST..5-1676	NORA A HANNON	\$50.00	\$3,700.00	Closed
[50-45 - Heating Unit Only (Residential)]					
115057	201 BADGER LN..6-675	MEINRAD PROPERTIES LLC	\$70.00	\$3,500.00	Pending
[50-44 - Heating Unit Only (Commercial)]					
115059	231 CLIFFVIEW DR..21-3324	SHAWN C & NICHOLE K CAMPBELL	\$50.00	\$14,324.00	Pending
[50-43 - Heating and Air Conditioning Units (Residential)]					
115061	1217 S TAYLOR ST..6-2247	DEBRA K & WILLIAM J LIDDLE	\$50.00	\$2,675.00	Pending
[50-45 - Heating Unit Only (Residential)]					
115063	1165 KELLOGG ST..5-1345-D	DILLON OBRIEN	\$50.00	\$2,438.00	Pending
[50-45 - Heating Unit Only (Residential)]					
115075	319 13th AV..3-846	SHANE M & ANNA PETERSON	\$50.00	\$7,196.00	Pending
[50-45 - Heating Unit Only (Residential)]					
115082	1499 6th ST..6-490-1	T & T COLLABORATIONS LLC	\$70.00	\$8,947.00	Closed
[50-44 - Heating Unit Only (Commercial)]					
115086	618 PHOEBE ST..18-485	JOHN C VANDREEL	\$50.00	\$3,000.00	Pending
[50-45 - Heating Unit Only (Residential)]					
115089	1649 KIMBALL ST..21-1443-32	CELESTINA APINERU	\$50.00	\$4,275.00	Pending
[50-45 - Heating Unit Only (Residential)]					
115103	1779 BADGER ST..6-319-C-3	RYAN HANSEN	\$50.00	\$15,750.00	Pending
[50-43 - Heating and Air Conditioning Units (Residential)]					
115104	1284 REED ST..5-669-B	DAVID L & NICOLE M LEMENSE	\$50.00	\$9,980.00	Pending
[50-45 - Heating Unit Only (Residential)]					
115105	1182 DIVISION ST..5-1581	SEVERIN M GUZZONATO, ETAL	\$50.00	\$15,950.00	Pending
[50-43 - Heating and Air Conditioning Units (Residential)]					
115106	1021 CAMERON ST..6-2582	RYAN K MURDOCK	\$50.00	\$15,950.00	Pending
[50-43 - Heating and Air Conditioning Units (Residential)]					
115107	643-645 MENLO PARK RD..21-8087	RYAN K MURDOCK	\$50.00	\$5,127.00	Pending
[50-45 - Heating Unit Only (Residential)]					
115108	514 SILVER SPRING DR..6-2854-1	RENE & MARIA CORTEZ	\$50.00	\$6,313.00	Pending
[50-45 - Heating Unit Only (Residential)]					
115109	2669 DECKNER AV..21-317-5	RUSSELL R & BARBARA D HARPER	\$50.00	\$6,313.00	Closed
[50-45 - Heating Unit Only (Residential)]					
115119	1814 TREELAND DR..6H-2119	DIANE M NUCKLES	\$50.00	\$8,600.00	Pending
[50-45 - Heating Unit Only (Residential)] BOILER					
115123	1400 14th AV..1-1428-1	MCKINZIE M BLUEL, ETAL	\$50.00	\$4,600.00	Closed
[50-45 - Heating Unit Only (Residential)] FURNACE					

115124	1604 DOUSMAN ST..6-233-B [50-45 - Heating Unit Only (Residential)] FURNACE	HARRISON COLLAZO	\$50.00	\$3,950.00	Closed
115125	605 10th AV..2-417 [50-45 - Heating Unit Only (Residential)] FURNACE	DANIEL A & DEE A CHAFIN	\$50.00	\$6,200.00	Closed
115136	955 WAVERLY PL..1-1363-1 [50-45 - Heating Unit Only (Residential)] FURNACE	DAVID M PARROTT	\$50.00	\$4,000.00	Closed
115137	601 14th AV..2-641 [50-45 - Heating Unit Only (Residential)]	BAY RENTALS LLC	\$50.00	\$4,040.00	Pending
115138	2488 PECAN ST..21-3093 [50-45 - Heating Unit Only (Residential)]	DONALD G CHAMPEAU	\$50.00	\$4,700.00	Closed
115139	2559 DELWOOD DR..21-3786 [50-45 - Heating Unit Only (Residential)] FURNACE	KONGMONG J VANG, ETAL	\$50.00	\$5,013.00	Closed
115140	2738 ARTESIAN WAY..21-6671-5 [50-45 - Heating Unit Only (Residential)] FURNACE	CURTIS & CHERI WAINWRIGHT	\$50.00	\$7,400.00	Closed
115142	1499 WESTERN AV..6-116-B [50-45 - Heating Unit Only (Residential)]	KATRINA & RONALD NINHAM	\$50.00	\$11,344.00	Pending
115152	431 VAN CASTER DR..21-3730 [50-45 - Heating Unit Only (Residential)] FURNACE	SETH A BLACKMAN	\$50.00	\$3,450.00	Pending
115153	807-809 PHASIANUS ST..21-4851 [50-45 - Heating Unit Only (Residential)] FURNACE - 807 SIDE	R & S LIVING LLC	\$50.00	\$3,750.00	Pending
115179	1124 S CLAY ST..17-16 [50-45 - Heating Unit Only (Residential)]	RENEE L MAKI	\$50.00	\$2,465.00	Pending
115360	629 ABRAMS ST..21-2634 [50-45 - Heating Unit Only (Residential)]	ABEL & AGUSTINA BALBUENA GARCIA	\$50.00	\$6,689.00	Closed
115376	1727 ARNOLD DR..6-313-5 [50-45 - Heating Unit Only (Residential)]	LUDLOW DENNIS & LORRAINE TRUST	\$50.00	\$5,300.00	Pending
115377	3470 PEPPERGRASS DR..21-8302 [50-45 - Heating Unit Only (Residential)]	NANCY A & CLETUS P CISLER	\$50.00	\$6,235.00	Pending
115378	1427 CHICAGO ST..17-875 [50-43 - Heating and Air Conditioning Units (Residential)]	RUTH E MOTHS	\$50.00	\$15,693.00	Pending
115380	2488 MORGAN LN..21-3287 [50-43 - Heating and Air Conditioning Units (Residential)]	LENG & MEE X YANG	\$50.00	\$8,000.00	Pending
115389	2751 WOODSTOCK CT..21-4957 [50-45 - Heating Unit Only (Residential)] FURNACE	MICHAEL J SHEA	\$50.00	\$9,788.00	Pending
114960	1680 BOND ST..6-61 [60-24 - Repair/Alter Existing Plumbing System (Commercial)] INSTALL 2 BACKFLOW PREVENTERS	AIC INCOME FUND BOND LLC	\$70.00	\$2,500.00	Closed
114982	1699 BOLAND RD..6-2469	WALTER A WISE	\$30.00	\$5,000.00	Closed

[60-31 - Sanitary Sewers - Connection/Repair (Residential)] SANITARY SEWER REPAIR

114990	810 HARRISON ST..18-559	STEPHEN P & ELIZABETH M FELLOWS	\$30.00	\$4,350.00	Closed
[60-29 - Water Service - Connection/Repair (Residential)]					
114991	1026-1028 LAWE ST..17-70	GREGORY M JOHANSKI	\$30.00	\$7,000.00	Closed
[60-31 - Sanitary Sewers - Connection/Repair (Residential)]					
114992	426 VICTORIA ST..21-2432	MICHAEL J BRADLEY	\$30.00	\$2,500.00	Pending
[60-31 - Sanitary Sewers - Connection/Repair (Residential)] REPAIR SANITARY SEWER LATERAL					
114996	615 JAMES ST..5-112	JULIE A & MATTHEW J KOCHA	\$50.00	\$10,387.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
115003	2480 HE-NIS-RA LN..6H-1879-1	MARIO J & DAPHNE C PAGAN	\$50.00	\$8,401.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
115013	1748 SPENCE ST..1-2660	MB HOMES LLC	\$50.00	\$2,000.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)] INSTALL TUB, KITCHEN SINK, DISH WASHER, ETC.					
115020	1855 FIESTA LN..21-495-4	SHAWN P & JENNIFER L FAGAN	\$50.00	\$950.00	Closed
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
115021	811 DOUSMAN ST..4-24	ANTONIO ADAME HURTADO	\$50.00	\$84,017.81	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
115032	1432 S NORWOOD AV..1-1438	JOSHUA T CLEARWATER	\$30.00	\$3,000.00	Pending
[60-27 - Water Heater (Residential)] WATER HEATER					
115033	244 SCHOBBER ST..21-1714-18	MARY ANN J LAUNDRIE	\$30.00	\$2,000.00	Closed
[60-27 - Water Heater (Residential)] WATER HEATER					
115044	510 N CHESTNUT AV..5-918	GREEN BAY HOUSING AUTHORITY PROPERTIES LLC	\$30.00	\$4,150.00	Closed
[60-28 - Water Service - Connection/Repair (Commercial)] LEAD WATER SERVICE REPLACEMENT					
115047	2630 SHORE RIDGE CT..22-1630	SCHWALBE REVOCABLE TRUST	\$50.00	\$900.00	Closed
[60-25 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER REPLACEMENT					
115050	540 ONTARIO RD..21-7025	PARKER & JENESSA DENNIS	\$50.00	\$450.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)] HOOK UP SHOWER DRAIN AND WATER					
115069	551 CORNELIUS DR..21-4355	JOHN L & DIANE M ZENZ	\$50.00	\$850.00	Closed
[60-25 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION					
115083	935 MATHER ST..5-1257	SOR PHA	\$50.00	\$11,652.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
115084	1437 WESTERN AV..6-114-D	LUIS RAY & ANN MARGARET NICOLE ZARAGOZA GARZA	\$50.00	\$1,500.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
115096	2780 SUSSEX RD..22-1952	STEVEN D & MANDY K KEERY	\$50.00	\$2,000.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					
115097	886 WAVERLY PL..1-1350	KAY A & JAMES W & MICHAEL W FERRIS	\$50.00	\$13,500.00	Pending
[60-25 - Repair/Alter Existing Plumbing System (Residential)]					

115098	707 DOTY ST..14-452 [60-27 - Water Heater (Residential)] WATER HEATER	HOUSE HELPERS LLC	\$50.00	\$3,500.00	Closed
115115	2741 HUMBOLDT RD..21-332 [60-29 - Water Service - Connection/Repair (Residential)]	JOSHUA J SCRAY	\$30.00	\$5,350.00	Closed
115121	367 SKYLINE BLVD..21-2889 [60-29 - Water Service - Connection/Repair (Residential)] RELAY WATER SERVICE	HILLARD & MADONNA DEKEYSER	\$30.00	\$4,000.00	Closed
115126	1207 N WEBSTER AV..20-93 [60-27 - Water Heater (Residential)] WATER HEATER	TAMMY K & BRIAN O STERN	\$30.00	\$5,000.00	Closed
115135	1326 WIRTZ AV..1-295 [60-25 - Repair/Alter Existing Plumbing System (Residential)] TUB TO SHOWER CONVERSION	AMY S & SHANE A WILLEMONT	\$50.00	\$16,058.00	Pending
115157	604 CHALLENGER DR..21-6987 [60-29 - Water Service - Connection/Repair (Residential)]	DAVID L & SUE A FRIZZO	\$30.00	\$2,000.00	Closed
115363	1343 ELIZA ST..17-532 [60-27 - Water Heater (Residential)]	LAKE SHORE REAL ESTATE SOLUTIONS INC	\$60.00	\$2,500.00	Pending
115381	1530 PROPER ST..19-269 [60-27 - Water Heater (Residential)]	SHARON A & KIT J VANDENHOVEN	\$30.00	\$2,000.00	Pending
115385	2535 WILDFLOWER ROW..21-4686 [60-27 - Water Heater (Residential)] REPLACE TANKLESS WATER HEATER	JAMES H & SUSAN D OVERLY	\$30.00	\$4,000.00	Pending
115387	232 N LOCUST ST..6-108-H [60-31 - Sanitary Sewers - Connection/Repair (Residential)]	LARRY L & JULIE A HAMILL	\$30.00	\$8,495.00	Closed
115393	1273 SAN JOSE PL..3-1284 [60-25 - Repair/Alter Existing Plumbing System (Residential)]	SUSSAN N & GORDON P MATTHEIS	\$50.00	\$9,353.00	Pending
115394	1330 OREGON ST..5-663-C-2 [60-25 - Repair/Alter Existing Plumbing System (Residential)]	ALAN J & TERESA J PIERQUET	\$50.00	\$5,392.00	Pending
112173	2350 E MASON ST , Unit: SUITE 5..21-126-7 [70-1 - Signs - Permanent] Install new 198 sq ft LED channel letter wall sign on building north face - Burlington	GB EAST TOWN LLC	\$80.00	\$9,000.00	Pending
115030	107 S MILITARY AV..6-251-D [70-1 - Signs - Permanent] Arkhan Thai Cuisine Wall Sign	MARKET BACELINE LLC	\$105.00	\$1,000.00	Pending
115031	424 S MONROE AV..13-165 [70-1 - Signs - Permanent] Install two 30 sq ft (3 X 10) tenant directional/parking wall signs. One located on south facade facing Chicago and one located on the east facade facing Monroe.	MOSKI CORP	\$150.00	\$600.00	Pending
115043	1165 E WALNUT ST..14-198 [70-1 - Signs - Permanent] 5.2' by 0.7' wide CITY EAST projected channel wall sign.	CITY EAST APARTMENTS LLC	\$91.82	\$1,000.00	Pending
115094	209 S ADAMS ST..13-56 [70-1 - Signs - Permanent] Install a 5 ft tall 14 sq ft (per side) ground sign on S Jefferson Street and 24 sq ft wall sign on east facade	PREMONSTRATENSIAN FATHERS THE	\$149.00	\$8,760.00	Pending
115362	1053 VELP AV..18-800-1 [70-1 - Signs - Permanent] 2.5 x 25 "LIGHTNING WASH" wall signs (2) for the accessory car wash and 9 x 3 foot True North wall sign. Lighting Wash sign replaces existing CAR WASH wall signage. Overall addition of signage is 152 square feet	TRUE NORTH ENERGY LLC	\$246.00	\$5,000.00	Pending
115382	1919 S BROADWAY..1-1407	GEORGIA PACIFIC CONSUMER PRODUCTS LP	\$30.00	\$500.00	Pending

[70-1 - Signs - Temporary] Four 4 X 4' (16sq ft) temporary highing event signs. Two along the 400-700 Block of Lombardi Ave and two along the 1700-1800 block of S Broadway.

Totals: 216 projects	\$78,981.20	\$72,029,562.47
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Summary of Projects Issued

1/1/2024 to 1/31/2024

Class of Work	Proj	Site	Plan	Bldg	Elec	HVAC	Plbg	EC	Fees Paid	Estimated Cost
1 Residential - New - Single Family House	2	2	4	2	2	2	2	2	\$2,383.66	\$760,000.00
2 Residential - Alteration - 1 -2 Family House	37	4	32	37	29	9	14	0	\$7,410.67	\$1,376,430.52
7 Deck, Porch, Patio, Ramp (Residential)	4	3	4	4	0	0	0	0	\$475.00	\$24,450.00
9 Demolition - Interior (Residential)	2	0	0	2	0	0	0	0	\$100.00	\$3,700.00
9 Raze - Building or Structure (Residential)	1	0	0	1	0	0	0	0	\$50.00	\$1,000.00
11 Driveway Replacement and/or Expansion (Residential)	1	0	0	1	0	0	0	0	\$100.00	\$2,600.00
11 Fence (Residential)	8	0	0	8	0	0	0	0	\$400.00	\$62,829.80
11 Foundation Repair (Residential)	4	1	3	4	0	0	0	0	\$375.00	\$48,374.34
11 Garage/Carport/Shed (residential)	3	1	2	3	2	1	1	0	\$455.00	\$80,209.00
11 Z - Misc Project Not Listed (Residential)	1	0	1	1	0	0	0	0	\$75.00	\$500.00
30 Commercial - Alteration - Multi-Family of 3 or more units	3	0	0	3	2	1	1	0	\$582.00	\$129,750.00
30 Commercial - New - 5 or More Family Building	4	0	0	4	4	4	4	4	\$27,766.72	\$56,304,000.00
31 Commercial - Addition - Non-Residence, Non-housekeeping	2	2	8	2	2	2	2	2	\$18,653.13	\$6,502,599.00
31 Commercial - Alteration - Non-Residence, Non-Housekeeping	9	1	9	9	8	4	3	1	\$11,828.20	\$5,461,054.00
34 Cell Tower - Alteration to Existing (Commercial)	1	0	0	1	0	0	0	0	\$70.00	\$15,000.00
34 Demolition - Interior (Commercial)	3	0	0	3	3	2	3	0	\$770.00	\$336,000.00
34 Siding (Commercial)	1	0	1	1	0	0	0	0	\$170.00	\$17,500.00
40 Electrical Service - Change (Commercial)	4	0	0	0	4	0	0	0	\$280.00	\$21,555.00
40 Electrical Service - Repair (Commercial)	1	0	0	0	1	0	0	0	\$70.00	\$4,000.00
40 Electrical Service - Change (Residential)	4	0	0	0	4	0	0	0	\$200.00	\$10,500.00
40 Electrical Service - Repair (Residential)	6	0	0	0	6	0	0	0	\$300.00	\$7,690.00
40 Electrical Wiring (Misc., Alteration, Repair) (Commercial)	4	0	0	0	4	0	0	0	\$420.00	\$79,500.00
40 Electrical Wiring (Misc., Alteration, Repair) (Residential)	10	0	0	0	10	0	0	0	\$500.00	\$16,870.00
40 New Electrical System (Commercial)	1	0	1	1	1	0	0	0	\$165.00	\$21,900.00
50 Heating and Air Conditioning Units (Residential)	17	0	0	0	0	17	0	0	\$940.00	\$216,571.00
50 Heating Unit Only (Commercial)	2	0	0	0	0	2	0	0	\$140.00	\$12,447.00
50 Heating Unit Only (Residential)	42	0	0	0	0	42	0	0	\$2,100.00	\$251,917.00
60 Repair/Alter Existing Plumbing System (Commercial)	1	0	0	0	0	0	1	0	\$70.00	\$2,500.00
60 Repair/Alter Existing Plumbing System (Residential)	15	0	0	0	0	0	15	0	\$750.00	\$167,410.81
60 Sanitary Sewers - Connection/Repair (Residential)	4	0	0	0	0	0	4	0	\$120.00	\$22,995.00
60 Water Heater (Residential)	7	0	0	0	0	0	7	0	\$260.00	\$22,000.00
60 Water Service - Connection/Repair (Commercial)	1	0	0	0	0	0	1	0	\$30.00	\$4,150.00
60 Water Service - Connection/Repair (Residential)	4	0	0	0	0	0	4	0	\$120.00	\$15,700.00
70 Signs - Permanent	6	6	0	6	0	0	0	0	\$821.82	\$25,360.00
70 Signs - Temporary	1	0	0	1	0	0	0	0	\$30.00	\$500.00
Totals:	216	20	65	94	82	86	62	9	\$78,981.20	\$72,029,562.47

**PRELIMINARY RESOLUTION DECLARING INTENT
TO EXERCISE SPECIAL ASSESSMENT POWERS
UNDER SECTION 66.0703, WISCONSIN STATUTES
February 6, 2024**

ASPHALT RESURFACING

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

1. The Common Council hereby declares its intention to exercise its police powers under Section 66.0703, Wisconsin Statutes, and levy special assessments upon property fronting or abutting the streets hereinafter enumerated for the installation of ASPHALT RESURFACING on said streets:

**BASTEN STREET – Ruth Street to Clement Street
EASTMAN AVENUE – N. Irwin Avenue to N. Baird Street
N. BAIRD STREET – Eastman Avenue to Smith Street
REBER STREET – N. Jackson Street to N. Webster Avenue
GRAY COURT – Velp Avenue to Cul De Sac
LINCOLN STREET – Mary Street to Emmet Street
HUDSON STREET – Western Avenue to Shawano Avenue
ETHEL AVENUE – Bond Street to Velp Avenue
VERLIN ROAD – Lime Kiln Road to 1700' West of Lime Kiln Road**

2. Said public improvement shall include placing of a hot mix ASPHALT surface over the existing street in accordance with the City of Green Bay Standard Specifications and Construction Standards for Public Works Construction.
3. The total amount assessed against all parcels in the project shall not exceed the total cost of the improvement.
4. The assessments against any parcel may be paid in cash within thirty (30) days of the date of billing, or in five (5) annual installments with interest thereon at five and three quarters percent (5.75%) per annum.
5. The improvements contemplated in this resolution shall constitute an exercise of the police powers of the Common Council under Section 66.0703(5)(d), Wisconsin Statutes.
6. The Director of Public Works is directed to prepare a report in accordance with Section 66.0703(5), Wisconsin Statutes.
7. Upon receiving the report, the City Clerk shall give to the property owners notice of a public hearing on such report as specified in Section 66.0703(7)(a), Wisconsin Statutes, to be held before the Improvement & Services Committee in the City Hall at such times as set by the City Clerk.

Adopted _____, 2024

Approved _____, 2024

Mayor

ATTEST:

City Clerk

**PRELIMINARY RESOLUTION DECLARING INTENT
TO EXERCISE SPECIAL ASSESSMENT POWERS
UNDER SECTION 66.0703, WISCONSIN STATUTES
February 6, 2024**

ASPHALT PAVEMENT

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

1. The Common Council hereby declares its intention to exercise its police powers under Section 66.0703, Wisconsin Statutes, and levy special assessments upon property fronting or abutting the streets hereinafter enumerated for the installation of ASPHALT PAVEMENT on said streets:

S. OAKLAND AVENUE – Howard Street to Seymour Court

2. Said public improvement shall include the grading of these streets to the grade established therefore by City ordinance as recorded in the Office of the City Clerk, installation of gravel base and ASPHALT pavement with curb and gutter on both sides of the street in accordance with the City of Green Bay Standard Specifications and Construction Standards for Public Works Construction.
3. The total amount assessed against all parcels in the project shall not exceed the total cost of the improvement.
4. The assessments against any parcel may be paid in cash within thirty (30) days of the date of billing, or in five (5) annual installments with interest thereon at five and three quarters percent (5.75%) per annum.
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Adopted _____, 2024

Approved _____, 2024

Mayor

ATTEST:

City Clerk

**PRELIMINARY RESOLUTION DECLARING INTENT
TO EXERCISE SPECIAL ASSESSMENT POWERS
UNDER SECTION 66.0703, WISCONSIN STATUTES
February 6, 2024**

ASPHALT PAVEMENT

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

1. The Common Council hereby declares its intention to exercise its police powers under Section 66.0703, Wisconsin Statutes, and levy special assessments upon property fronting or abutting the streets hereinafter enumerated for the installation of ASPHALT PAVEMENT on said streets:

S. MAPLE AVENUE – Ninth Street to North Termini

2. Said public improvement shall include the grading of these streets to the grade established therefore by City ordinance as recorded in the Office of the City Clerk, installation of gravel base and ASPHALT pavement with curb and gutter on both sides of the street in accordance with the City of Green Bay Standard Specifications and Construction Standards for Public Works Construction.
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Adopted _____, 2024

Approved _____, 2024

Mayor

ATTEST:

City Clerk

**PRELIMINARY RESOLUTION DECLARING INTENT
TO EXERCISE SPECIAL ASSESSMENT POWERS
UNDER SECTION 66.0703, WISCONSIN STATUTES
February 6, 2024**

ASPHALT PAVEMENT

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

1. The Common Council hereby declares its intention to exercise its police powers under Section 66.0703, Wisconsin Statutes, and levy special assessments upon property fronting or abutting the streets hereinafter enumerated for the installation of ASPHALT PAVEMENT on said streets:

N. MAPLE AVENUE – WALNUT STREET TO KELLOGG STREET

2. Said public improvement shall include the grading of these streets to the grade established therefore by City ordinance as recorded in the Office of the City Clerk, installation of gravel base and ASPHALT pavement with curb and gutter on both sides of the street in accordance with the City of Green Bay Standard Specifications and Construction Standards for Public Works Construction.
3. The total amount assessed against all parcels in the project shall not exceed the total cost of the improvement.
4. The assessments against any parcel may be paid in cash within thirty (30) days of the date of billing, or in five (5) annual installments with interest thereon at five and three quarters percent (5.75%) per annum.
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Adopted _____, 2024

Approved _____, 2024

Mayor

ATTEST:

City Clerk

**PRELIMINARY RESOLUTION DECLARING INTENT
TO EXERCISE SPECIAL ASSESSMENT POWERS
UNDER SECTION 66.0703, WISCONSIN STATUTES
February 6, 2024**

ASPHALT PAVEMENT

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

1. The Common Council hereby declares its intention to exercise its police powers under Section 66.0703, Wisconsin Statutes, and levy special assessments upon property fronting or abutting the streets hereinafter enumerated for the installation of ASPHALT PAVEMENT on said streets:

FOURTH STREET – S. Maple Avenue to Broadway

2. Said public improvement shall include the grading of these streets to the grade established therefore by City ordinance as recorded in the Office of the City Clerk, installation of gravel base and ASPHALT pavement with curb and gutter on both sides of the street in accordance with the City of Green Bay Standard Specifications and Construction Standards for Public Works Construction.
3. The total amount assessed against all parcels in the project shall not exceed the total cost of the improvement.
4. The assessments against any parcel may be paid in cash within thirty (30) days of the date of billing, or in five (5) annual installments with interest thereon at five and three quarters percent (5.75%) per annum.
5. The improvements contemplated in this resolution shall constitute an exercise of the police powers of the Common Council under Section 66.0703(5)(d), Wisconsin Statutes.
6. The Director of Public Works is directed to prepare a report in accordance with Section 66.0703(5), Wisconsin Statutes.
7. Upon receiving the report, the City Clerk shall give to the property owners notice of a public hearing on such report as specified in Section 66.0703(7)(a), Wisconsin Statutes, to be held before the Improvement & Service Committee in the City Hall at such times as set by the City Clerk.

Adopted _____, 2024

Approved _____, 2024

Mayor

ATTEST:

City Clerk

**PRELIMINARY RESOLUTION DECLARING INTENT
TO EXERCISE SPECIAL ASSESSMENT POWERS
UNDER SECTION 66.0703, WISCONSIN STATUTES
February 6, 2024**

ASPHALT PAVEMENT

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

1. The Common Council hereby declares its intention to exercise its police powers under Section 66.0703, Wisconsin Statutes, and levy special assessments upon property fronting or abutting the streets hereinafter enumerated for the installation of ASPHALT PAVEMENT on said streets:

FINGER ROAD – Superior Road to Challenger Drive

2. Said public improvement shall include the grading of these streets to the grade established therefore by City ordinance as recorded in the Office of the City Clerk, installation of gravel base and ASPHALT pavement with curb and gutter on both sides of the street in accordance with the City of Green Bay Standard Specifications and Construction Standards for Public Works Construction.
3. The total amount assessed against all parcels in the project shall not exceed the total cost of the improvement.
4. The assessments against any parcel may be paid in cash within thirty (30) days of the date of billing, or in five (5) annual installments with interest thereon at five and three quarters percent (5.75%) per annum.
5. The improvements contemplated in this resolution shall constitute an exercise of the police powers of the Common Council under Section 66.0703(5)(d), Wisconsin Statutes.
6. The Director of Public Works is directed to prepare a report in accordance with Section 66.0703(5), Wisconsin Statutes.
7. Upon receiving the report, the City Clerk shall give to the property owners notice of a public hearing on such report as specified in Section 66.0703(7)(a), Wisconsin Statutes, to be held before the Improvement & Service Committee in the City Hall at such times as set by the City Clerk.

Adopted _____, 2024

Approved _____, 2024

Mayor

ATTEST:

City Clerk

**PRELIMINARY RESOLUTION DECLARING INTENT
TO EXERCISE SPECIAL ASSESSMENT POWERS
UNDER SECTION 66.0703, WISCONSIN STATUTES
February 6, 2024**

ASPHALT PAVEMENT

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

1. The Common Council hereby declares its intention to exercise its police powers under Section 66.0703, Wisconsin Statutes, and levy special assessments upon property fronting or abutting the streets hereinafter enumerated for the installation of ASPHALT PAVEMENT on said streets:

E. MASON STREET – Jaster Street to Bader Street

2. Said public improvement shall include the grading of these streets to the grade established therefore by City ordinance as recorded in the Office of the City Clerk, installation of gravel base and ASPHALT pavement with curb and gutter on both sides of the street in accordance with the City of Green Bay Standard Specifications and Construction Standards for Public Works Construction.
3. The total amount assessed against all parcels in the project shall not exceed the total cost of the improvement.
4. The assessments against any parcel may be paid in cash within thirty (30) days of the date of billing, or in five (5) annual installments with interest thereon at five and three quarters percent (5.75%) per annum.
5. The improvements contemplated in this resolution shall constitute an exercise of the police powers of the Common Council under Section 66.0703(5)(d), Wisconsin Statutes.
6. The Director of Public Works is directed to prepare a report in accordance with Section 66.0703(5), Wisconsin Statutes.
7. Upon receiving the report, the City Clerk shall give to the property owners notice of a public hearing on such report as specified in Section 66.0703(7)(a), Wisconsin Statutes, to be held before the Improvement & Service Committee in the City Hall at such times as set by the City Clerk.

Adopted _____, 2024

Approved _____, 2024

Mayor

ATTEST:

City Clerk

**PRELIMINARY RESOLUTION DECLARING INTENT
TO EXERCISE SPECIAL ASSESSMENT POWERS
UNDER SECTION 66.0703, WISCONSIN STATUTES
February 6, 2024**

ASPHALT PAVEMENT

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

1. The Common Council hereby declares its intention to exercise its police powers under Section 66.0703, Wisconsin Statutes, and levy special assessments upon property fronting or abutting the streets hereinafter enumerated for the installation of ASPHALT PAVEMENT on said streets:

CASS STREET – S. Madison Street to S. Monroe Avenue

2. Said public improvement shall include the grading of these streets to the grade established therefore by City ordinance as recorded in the Office of the City Clerk, installation of gravel base and ASPHALT pavement with curb and gutter on both sides of the street in accordance with the City of Green Bay Standard Specifications and Construction Standards for Public Works Construction.
3. The total amount assessed against all parcels in the project shall not exceed the total cost of the improvement.
4. The assessments against any parcel may be paid in cash within thirty (30) days of the date of billing, or in five (5) annual installments with interest thereon at five and three quarters percent (5.75%) per annum.
5. The improvements contemplated in this resolution shall constitute an exercise of the police powers of the Common Council under Section 66.0703(5)(d), Wisconsin Statutes.
6. The Director of Public Works is directed to prepare a report in accordance with Section 66.0703(5), Wisconsin Statutes.
7. Upon receiving the report, the City Clerk shall give to the property owners notice of a public hearing on such report as specified in Section 66.0703(7)(a), Wisconsin Statutes, to be held before the Improvement & Service Committee in the City Hall at such times as set by the City Clerk.

Adopted _____, 2024

Approved _____, 2024

Mayor

ATTEST:

City Clerk

**RESOLUTION AUTHORIZING CONDITIONAL USE
PERMIT AT 3112 FINGER ROAD
(ZP 24-02)**

February 6, 2024

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

That, pursuant to Zoning Petition 24-02 and the recommendation of the Plan Commission on January 22, 2024, the City of Green Bay does authorize a Conditional Use Permit (CUP) for a drive-through restaurant at the following described property located at 3112 Finger Road, submitted by Joel Erfurth of Mach IV Engineering and Surveying LLC on behalf of Early Childcare II LLC, property owner.

LOT ONE (1) OF CERTIFIED SURVEY MAPS, MAP NO. 9697, AS
DOCUMENT NO. 3051425, BEING PART OF THE NORTHWEST
QUARTER OF THE NORTHWEST QUARTER (NW ¼ OF NW ¼),
SECTION ELEVEN (11), TOWN TWENTY-THREE (23) NORTH,
RANGE TWENTY-ONE (21) EAST, IN THE CITY OF GREEN BAY,
BROWN COUNTY, WISCONSIN

Tax Parcel No. 21-173-9

Said conditional-use permit shall be granted subject to:

1. A site plan and applicable permit applications are submitted to the Department of Community and Economic Development for review and approval.
2. Landscaping along the northern boundary between the drive-through lane and the property line must include a screening of a minimum of four feet in height and 100 percent opaque on a year-round basis. A focused concentration of planting shall occur in front of any order boards or window openings along the north side of the drive-through lane on the north side of the property.
3. Hours of operation for the drive-through use shall be 5:30am-9:30pm.
4. Compliance with the regulations of the Green Bay Municipal Code not covered under the Conditional Use Permit, including standard site plan review and approval.

Adopted _____

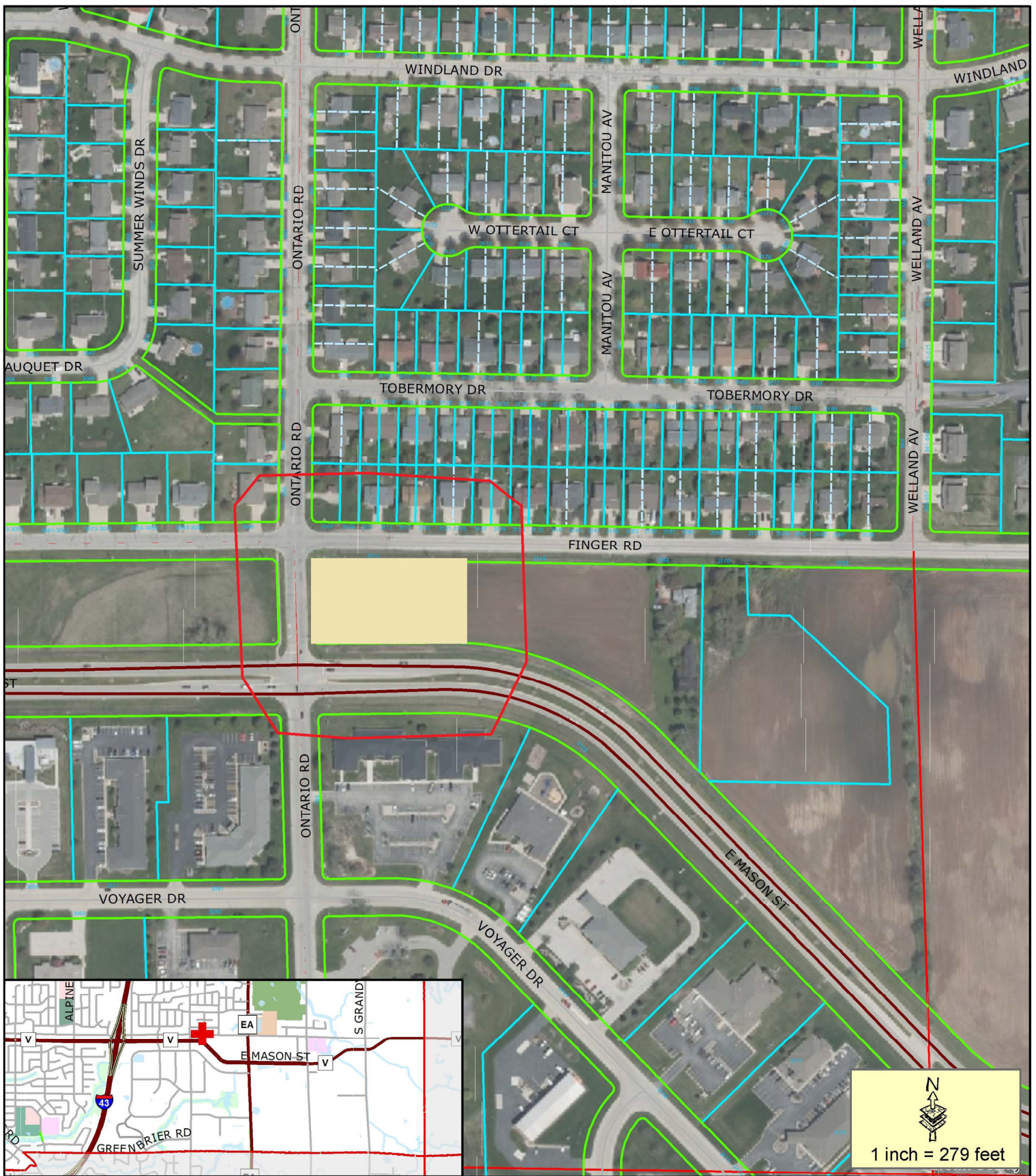
Approved _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk

JL

Attachment – Map



Proposed Conditional Use Permit Parcel

200' Property Owner Notice

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

Conditional Use Permit Request Drive Thru Restaurant Use 3112 Finger Rd

**RESOLUTION AUTHORIZING CONDITIONAL USE
PERMIT AT 1931 COFRIN DRIVE
(ZP 24-03)**

February 6, 2024

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

That, pursuant to Zoning Petition 24-03 and the recommendation of the Plan Commission on January 22, 2024, the City of Green Bay does authorize a Conditional Use Permit (CUP) to allow for the establishment of a communication tower in the Business Park (BP) zoning district on the following described property located at 1931 Cofrin Drive:

Legal Description:

Lot one (1), Volume 6 Certified Survey Maps, Page 511, Map No. 1651, as Document No. 872561; said map being part of Government Lot Two (2), Section Twenty-nine (29), Township Twenty-four (24) North, Range Twenty-one (21) East, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

Tax Parcel No. 21-1183-9

Said CUP shall be granted subject to the following conditions:

1. Parcel must have at least one (1) parking stall dedicated to the tower on site and paved vehicular access to the tower at all times.
2. Compliance with Sec. 44-1586(b) of the Green Bay Municipal Code
3. Compliance with all other regulations of the Green Bay Municipal Code.

Adopted _____

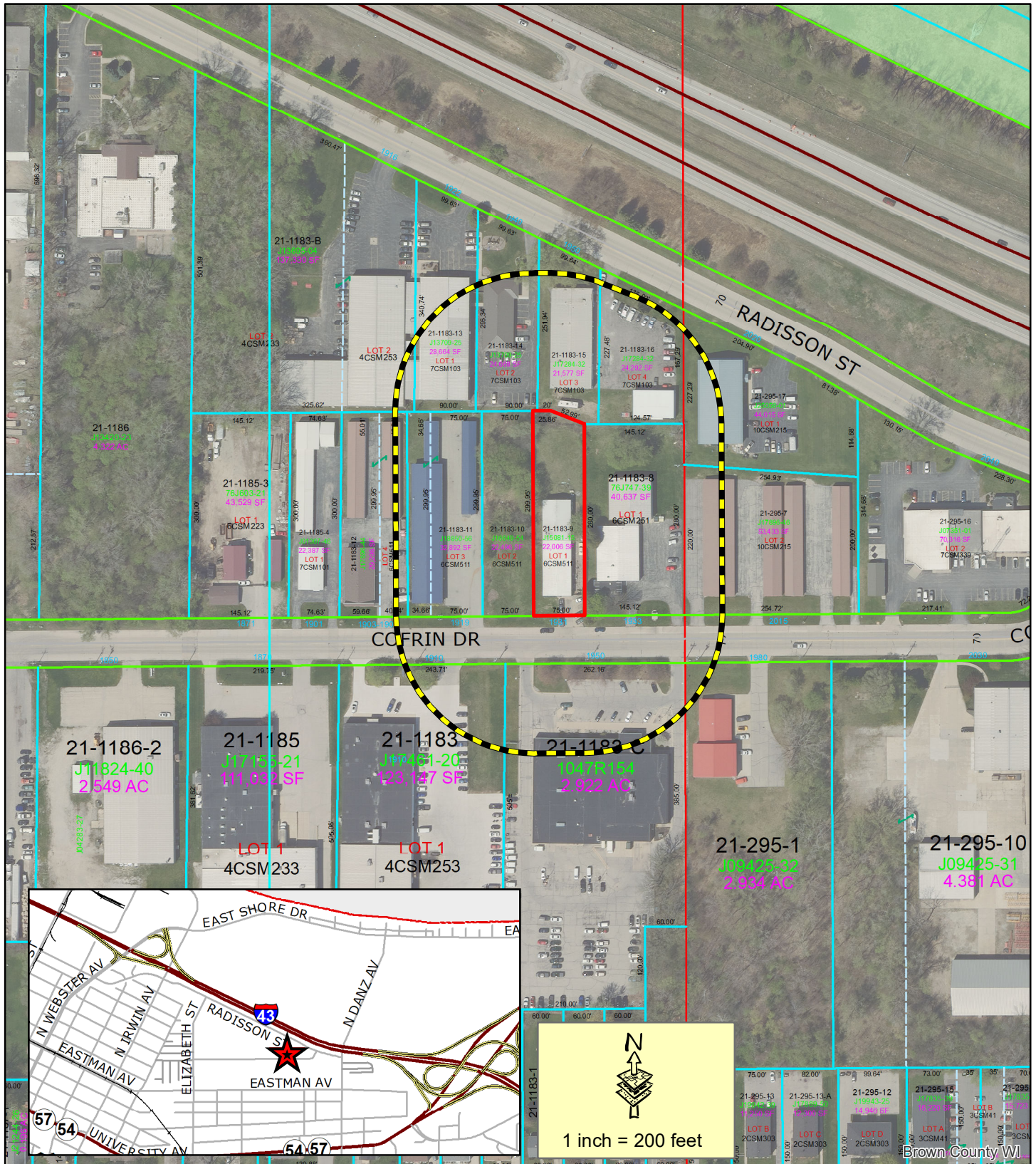
Approved _____

Eric Genrich, Mayor

Celestine Jeffreys, Clerk

dam

Attachment – Map



Zoning Petition (ZP 24-03) Conditional Use Permit at 1931 Cofrin Drive



FINAL PAYMENTS RESOLUTION
February 6, 2024

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

That the City Clerk be and is hereby instructed to draw FINAL ORDERS in favor of the following contractors for their projects in the amounts listed as follows:

1. **SEWERS 5-20 S. GRANDVIEW ROAD SANITARY SEWER
PTS CONTRACTORS, INC.**

TOTAL AMOUNT EARNED:	\$ 1,759,360.04
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 1,759,360.04
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 1,509,894.60</u>
AMOUNT DUE THIS PAYMENT:	\$ 249,465.44

ACCOUNT NUMBERS

452500-55355-63020: \$105,288.84
452500E-55305-63020: \$144,176.60
PO #2000123

2. **GBPD 1-21 BOILER REPLACEMENT
REEKE-MAROLD COMPANY, INC.**

TOTAL AMOUNT EARNED:	\$ 85,881.00
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 85,881.00
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 83,733.97</u>
AMOUNT DUE THIS PAYMENT:	\$ 2,147.03

ACCOUNT NUMBER

416300-55201-27401: \$2,147.03
PO #2100109

3. **PARKS 3-23 (FISK PARK TENNIS COURT RESURFACING)
PROTRACK & TENNIS**

TOTAL AMOUNT EARNED:	\$ 109,357.00
LESS AMOUNT RETAINED:	<u>\$ 0.00</u>
	\$ 109,357.00
LESS AMOUNT PREVIOUSLY PAID:	<u>\$ 0.00</u>
AMOUNT DUE THIS PAYMENT:	\$ 109,357.00

ACCOUNT NUMBER
410600-53001-94202: \$109,357.00
PO #2300193

Adopted _____, 2024

Approved _____, 2024

Mayor

ATTEST:

City Clerk

sap

**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]

**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]

**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]

**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]

**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]

**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]

**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

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 \$2,700,000 General Obligation Bonds for Bridge 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]

**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

EXHIBIT A

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

Notice is hereby given that on 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]

**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. Exhibits.

The attached exhibits are also a part of this resolution as though they were fully written out in this resolution:

- (i) *Exhibit A* — Form of Obligation.
- (ii) *Exhibit B* — Notice to Electors of Sale.

Section 3. Corporate Purpose Bonds.

The Issuer is combining the general obligation bonds authorized under the Initial Resolutions into a single bond issue and designating them as “corporate purpose bonds”.

Section 4. Purposes of Borrowing; Issuance of Obligations.

The Governing Body authorizes the Obligations and orders that they be prepared, executed, and issued; *provided* that the Obligations will be issued only if no sufficient petition for referendum on the question of the adoption or effectiveness of the Initial Resolution or of the issuance of the Obligations has been filed with the Issuer’s Clerk within 30 days after the date on which the Initial Resolutions were adopted. The Obligations will be fully registered, negotiable, general obligation corporate purpose bonds of the Issuer in the principal amount of not to exceed \$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. Manner of Payment/Transfers/Redemption Under Book-Entry System.

So long as the Obligations are being maintained in a Book-Entry System, the following provisions apply:

Payment. The Fiscal Agent is directed to pay the principal of, and interest on, the Obligations by wire or other electronic money transfer to the Depository or its nominee in accordance with the Depository's rules that are then in effect.

Transfers. The Obligations are transferable, only upon the Register and only if the Depository ceases to act as securities depository for the Obligations and the Issuer appoints a successor securities depository. If that happens, then upon the surrender of the Obligations to the Fiscal Agent, the Issuer will issue new fully registered Obligations in the same aggregate principal amount to the successor securities depository, and the Obligations will be recorded as transferred to the successor securities depository in the Register.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after such Obligation has been called for redemption.

Partial Redemption. If less than all the Obligations of a particular maturity are to be redeemed, then the Depository and its direct and indirect participants will select the beneficial owners of the Obligations to be redeemed. If less than all the principal amount of a specific maturity is redeemed, then on the redemption date, upon surrender to the Fiscal Agent of the Obligation, the Issuer will issue one or more new Obligations in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations will be sent to the Depository, in the manner required by the Depository, not less than 30, and not more than 60, days prior to the proposed redemption date. A notice of optional redemption may be revoked by sending notice to the Depository, in the manner required by the Depository, not less than 15 days prior to the proposed optional redemption date.

Section 11. Manner of Payment/Transfers/Redemption *Not* Under Book-Entry System.

If on any date the Obligations are *not* being maintained in a Book-Entry System, then the following provisions apply:

Payment. The Fiscal Agent will pay the principal of each Obligation upon its presentation and surrender on or after its maturity or earlier redemption date at the designated office of the Fiscal Agent, and the Fiscal Agent will pay, on each interest payment date, the interest on each Obligation by wire or other electronic money transfer, or by check of the Fiscal Agent sent by first class mail, to the person or entity in whose name the Obligation is registered on the Register at the end of the day on the applicable Record Date.

Transfers. Each Obligation is transferable, only upon the Register, for a like aggregate principal amount of the same maturity and interest rate in denominations of \$5,000 or any multiple thereof. A transfer may be requested by the registered owner in person or by a person with a written power of attorney. The Obligation shall be surrendered to the Fiscal Agent, together with a written instrument of transfer satisfactory to the Fiscal Agent signed by the registered owner or by the person with the written power of attorney. The Issuer will issue one or more new fully registered Obligations in the same aggregate principal amount to the transferee or transferees, as applicable, in exchange for the surrendered Obligations and upon the payment of a charge sufficient to reimburse the Issuer or the Fiscal Agent for any tax, fee, or other governmental charge required to be paid with respect to such registration.

The Fiscal Agent will not be required to make any transfer of the Obligations (i) during the 15 calendar days before the date of the sending of notice of any proposed redemption of the Obligations, or (ii) with respect to any particular Obligation, after the Obligation has been called for redemption.

Partial Redemptions. If less than all the Obligations of a particular maturity are to be redeemed, then the Issuer or the Fiscal Agent will randomly select the Obligations to be redeemed. If less than the entire principal amount thereof is redeemed, then on or after the redemption date, upon surrender of the Obligation to the Fiscal Agent, the Issuer will issue a new Obligation in the principal amount outstanding after the redemption.

Notice of Redemption. Notice of the redemption of any of the Obligations shall be sent by first class mail, not less than 30, and not more than 60, days before the redemption date, to the registered owners of the Obligations to be redeemed, at the respective addresses set forth in the Register. A notice of optional redemption may be revoked by sending a notice by first class mail, not less than 15 days prior to the proposed optional redemption date, to the registered owners of the Obligations which have been called for optional redemption.

Section 12. Form of Obligations.

The Obligations shall be in substantially the form shown in Exhibit A, with such revisions as are necessary or appropriate to reflect the redemption provisions applicable to the Obligations as provided in Section 9 hereof. Omissions, insertions, or other variations are permitted if they are deemed necessary or desirable and are consistent with this resolution or any supplemental resolution. The Issuer may cause the approving opinion of bond counsel to be printed or reproduced on the Obligations.

Section 13. Execution of Obligations.

The Obligations shall be signed by the persons who are the Municipal Officers on the date on which the Obligations are signed. The Obligations shall be sealed with the Issuer's corporate seal (or a facsimile), if the Issuer has one, and they shall also be authenticated by the manual signature of an authorized representative of the Fiscal Agent.

The Obligations will be valid and binding even if before they are delivered any person whose signature appears on the Obligations is no longer living or is no longer the person

authorized to sign the Obligations. In that event, the Obligations will have the same effect as if the person were living or were still the person authorized to sign the Obligations.

A facsimile or electronic signature may be used as long as at least one signature of a Municipal Officer is a manual signature or the Fiscal Agent's certificate of authentication has a manual signature. If a facsimile or electronic signature is used, then it will be treated as the officer's own signature.

Section 14. Continuing Disclosure.

The appropriate officers of the Issuer are directed to sign the Continuing Disclosure Agreement, and the Issuer agrees to comply with all of its terms.

Section 15. Sale of Obligations.

The Obligations are hereby authorized and ordered to be sold to a purchaser to be determined by competitive bid.

The Municipal Officers, the Treasurer, and the Finance Director (in consultation with the Issuer's Financial Advisor Ehlers and Associates, Inc.), are each hereby authorized to cause a preliminary offering document for the Obligations (the "**Preliminary Official Statement**") to be prepared and distributed to any banks, underwriters, investment houses, or the like deemed to be advisable, and to enclose therewith a "**Bid Form**" and the document to be used for offering the Obligations for sale by competitive bid which shall include the bidding terms for the Obligations and the parameters set forth in Section 5 of this resolution (the "**Notice of Sale**"). The Municipal Officers, the Treasurer, and the Finance Director are each hereby authorized, on behalf of the Issuer, to approve the form of Preliminary Official Statement and to deem it final as of its date for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), and to supply copies of the Preliminary Official Statement upon request.

The Clerk is hereby further authorized and directed to cause notice of the sale of the Obligations to be (i) provided to *The Bond Buyer* for inclusion in its complimentary section for the publication of such notices, and (ii) posted in the same locations that the Issuer routinely uses for posting notices of its official business.

The Finance Director and the Assistant Finance Director are hereby authorized and directed to receive written bids for the sale of the Obligations on behalf of the Issuer on the date fixed in the Notice of Sale, on which date such bids shall be publicly opened and read. The Finance Director, or in her absence, the Assistant Finance Director may, in her discretion, (i) waive any informality in any bid, (ii) reject any or all bids without cause, or (iii) reject any bid which she determines to have failed to comply with the terms of the Notice of Sale or the parameters set forth in Section 5 hereof.

The Finance Director, or in her absence, the Assistant Finance Director, is hereby authorized and directed to award the sale of the Obligations to the Purchaser at the Purchase Price, plus any accrued interest from the Original Issue Date to the date of delivery of the Obligations. The Finance Director, or in her absence, the Assistant Finance Director, is also hereby authorized and directed (i) to approve and accept the Purchase Agreement, which may be

in the form of the Purchaser's executed Bid Form, (ii) to sign the Purchase Agreement in the Issuer's name, and (iii) to take any additional actions needed to complete the sale of the Obligations, including arranging for a specific date, time, and location of closing of the sale.

The Finance Director is directed to comply with the terms of the Notice of Sale with respect to any good-faith deposit requirements.

The Municipal Officers are directed to sign the Obligations and to arrange for delivery of the Obligations to the Purchaser through the facilities of DTC in accordance with the Notice of Sale, the Purchase Agreement, and this resolution. The Obligations may be delivered to the Purchaser upon payment by the Purchaser of the Purchase Price, plus any accrued interest, as required by the Notice of Sale.

Unless waived by the Purchaser, the delivery of the Obligations is conditioned upon the Issuer furnishing the following items to the Purchaser:

- (i) The Obligations, together with the written, unqualified approving opinion of the law firm of Foley & Lardner LLP, bond counsel, evidencing the legality of the Obligations and that interest on the Obligations will be excluded from gross income for federal income tax purposes.
- (ii) A transcript of the proceedings relating to the issuance of the Obligations.
- (iii) A certificate showing that no litigation has been threatened or is pending that would affect the legality of the Obligations or the right of the Issuer to issue them at the time of their delivery.

Section 16. General Obligation Pledge; Tax Levy.

For the prompt payment of the principal of, and interest on, the Obligations, the Issuer irrevocably pledges its full faith and credit. The Issuer hereby levies upon all taxable property in its territory a direct, annual, and irrepealable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations at maturity.

This tax shall be carried from year to year into the Issuer's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by (i) the amount of any surplus money in the Debt Service Fund Account available to pay debt service on the Obligations for such year and (ii) any amount by which the actual debt service coming due in such year is less than the applicable levy amount set forth below. The tax for each year the levy is made will be in the following amounts:

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>	<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
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

No. R-____ Registered
\$ _____

GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2024A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____%	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[]

<u>Sinking Fund Redemption Date (April 1)</u>	<u>Principal Amount To be Redeemed</u>
20__	\$,000
20__	,000
20__ (Stated Maturity)	,000

Term Bonds Maturing April 1, 20[]

<u>Sinking Fund Redemption Date (April 1)</u>	<u>Principal Amount To be Redeemed</u>
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]

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**

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 irrevocable tax in an amount sufficient to pay, and for the express purpose of paying, the interest on the Obligations as it falls due and also to pay and discharge the principal of the Obligations at maturity.

This tax shall be carried from year to year into the Issuer's tax roll. It shall be collected in addition to all other taxes and in the same manner and at the same time as all other taxes. The amount of this tax that is carried into the Issuer's tax roll may be reduced in any year by (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:

<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>	<u>Levy Year</u>	<u>Debt Service Amount Due in Following Year</u>
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

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
_____%	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 irrevocable tax sufficient in amount to pay, and for the express purpose of paying, the interest on this Obligation as it falls due and the principal of this Obligation on the Maturity Date.

The Obligations maturing on 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]

**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

**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:

	<u>ACCOUNT</u>		<u>AMOUNT</u>
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

**RESOLUTION AUTHORIZING VARIANCES TO
ALLOW FOR THE DEVELOPMENT OF A MIXED-USE
NEIGHBORHOOD AND EXTENSION OF HINKLE STREET
FROM W. MASON STREET TO HOBART DRIVE
(VR 23-05)**

February 6, 2024

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

That, pursuant to Variance Request 23-05 and the recommendation of the Plan Commission on January 8, 2024, the City of Green Bay does authorize variances from various Sections of Chapter 36-Subdivision and Platting, Green Bay Municipal Code, as follows:

1. Minimum lot width for single family home sites is 75' feet (Sec. 44-554). Lots 9-10 do not comply with frontages at 56 and 62 feet.
2. Street frontage for lots on cul-de-sac bulbs or the outer radius of a curved street shall be a minimum of 50' (Sec. 36-560(b)). Lots 11-14 do not meet this requirement with frontages from 43 to 47 feet.
3. Minimum lot area for detached single-family lots is 7,500 square feet (Sec. 44-554). Lots 9-10 and 12 do not comply with this requirement with lot areas ranging from 5,731 to 7,136 square feet.
4. Double frontage lots are not permitted per Sec. 36-461. Lot 15 is double-fronted.
 - a. A 20' planting screen easement is required where a double frontage lot is allowed, and the proposal cannot comply with screening easement.
5. The required street widths for Hinkle St. (a collector street) is 70-80 feet and Southwest Vie Court (local cul-de-sac) is 50 feet (Sec. 36-412). Hinkle St. Street width is at 60 feet and Southwest Vie Court is at 48 feet.
6. The required street design standards including street clear width are required to be 40-44 feet wide for Hinkle Street and 30 feet wide for Southwest Vie Court (Sec. 36-412). Hinkle Street is at 36 feet and Southwest Vie Court is at 28 feet.
7. The plat is required to provide specific sidewalk/pedestrian locations on both sides of the street (36-456). Sidewalks are to be located on one side of Hinkle Street (alternating) and not included on Southwest Vie Court at all.
8. The street jog at Hinkle Street and W. Mason Frontage Street is not permitted as code requires intersection ROW to either line up with or be a minimum of 125 feet separated from the existing intersection (Sec. 36-424). The intersection will include a 60 foot offset to the west.
9. The street intersection at Hinkle Street and Hobart Drive is required to connect at a 90-degree angle (Sec. 36-423) as well as it being a condition of the recently approved Official Map amendment. The proposal will "merge" extended Hinkle Street with Hobart Drive and connecting Hobart Drive coming from the north at 90 degrees.
10. The minimum required radius of the cul-de-sac is 55' (Sec. 36-419). Southwest Vie Court cul-de-sac is offset to the south and has a radius of 39 feet and 47 feet.

Subdivision variances will be located on the following described property at 2405 W Mason St (parcel 6H-1109), 0 W Mason St (parcel 6H-1109-2), and 0 Ninth St (parcel 6H-1089):

2405 W. Mason Street, PARCEL NUMBER 6H-1109: LOT 2 OF CSM MAP 9023 IN 2851838 BNG PRT OF LOT 14 SEC 29 T24N R20E. AREA CONTAINS 102,087 SQUARE FEET / 2.344 ACRES MORE OR LESS.

0 W. Mason Street, PARCEL NUMBER 6H-1109-2: OUTLOT 1 OF CSM MAP 9023 IN 2851838 BNG PRT OF LOT 14 SEC 29 T24N R20E. AREA CONTAINS 104,429 SQUARE FEET / 2.397 ACRES MORE OR LESS.

0 Ninth Street, PARCEL NUMBER 6H-1089: LOTS 7 & 8 SEC 28 T24N R20E EX STS & PART VAC ST IN J10917-37 ADJ EX J27639-44. AREA CONTAINS 722,094 SQUARE FEET / 16.577 ACRES MORE OR LESS.

0 Ninth Street, PARCEL NUMBER 6H-1091: THAT PART OF LOTS 9 & 10 SEC 28 T24N R20E LYG NLY OF BEAVER DAM CREEK CONSER- VANCY AREA EX 781 R 473 & EX J27639-44. AREA CONTAINS 307,315 SQUARE FEET / 7.055 ACRES MORE OR LESS.

WHEREBY said Variance Requests are subject to the following conditions:

1. Department of Public Works approval of the redesign of the intersection of Hinkle Street and W Mason Street relating to requests 5, 6 and 8.
2. Department of Public Works and Fire Department confirmation that they can service the development including lots located on Southwest Vie Court related to requests 5, 6 and 10.
3. Alternatives to the Hinkle-Hobart intersection design be investigated, and final design brought back to Plan Commission for approval relating to requests 5,6 and 9.
4. Walks abutting the curb be included along Southwest Vie Court related to request 7.
5. Associated Planned Unit Development is approved related all requests.

Adopted _____

Approved _____

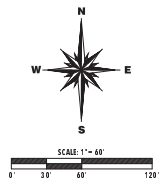
Eric Genrich, Mayor

Celestine Jeffreys, Clerk

db

Attachments (Preliminary Plat)

ALL OF LOT 2, OUTLOT 1 AND OUTLOT 2 OF CERTIFIED SURVEY MAP NUMBER 9023, DOCUMENT NUMBER 2851838, LOCATED IN PART OF LOT 14 AND PART OF LOT 33 OF SECTION 29, PART OF PENNY JAR CONDOMINIUM, VOL W ME 5 OF CONDO PLATS, PAGE 148, DOCUMENT NUMBER 2388209, LOCATED IN PART OF LOT 6, AND BEING PARTS OF LOT 7 AND LOT 8 OF SECTION 28, ALL LOCATED IN TOWNSHIP 24 NORTH, RANGE 20 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN

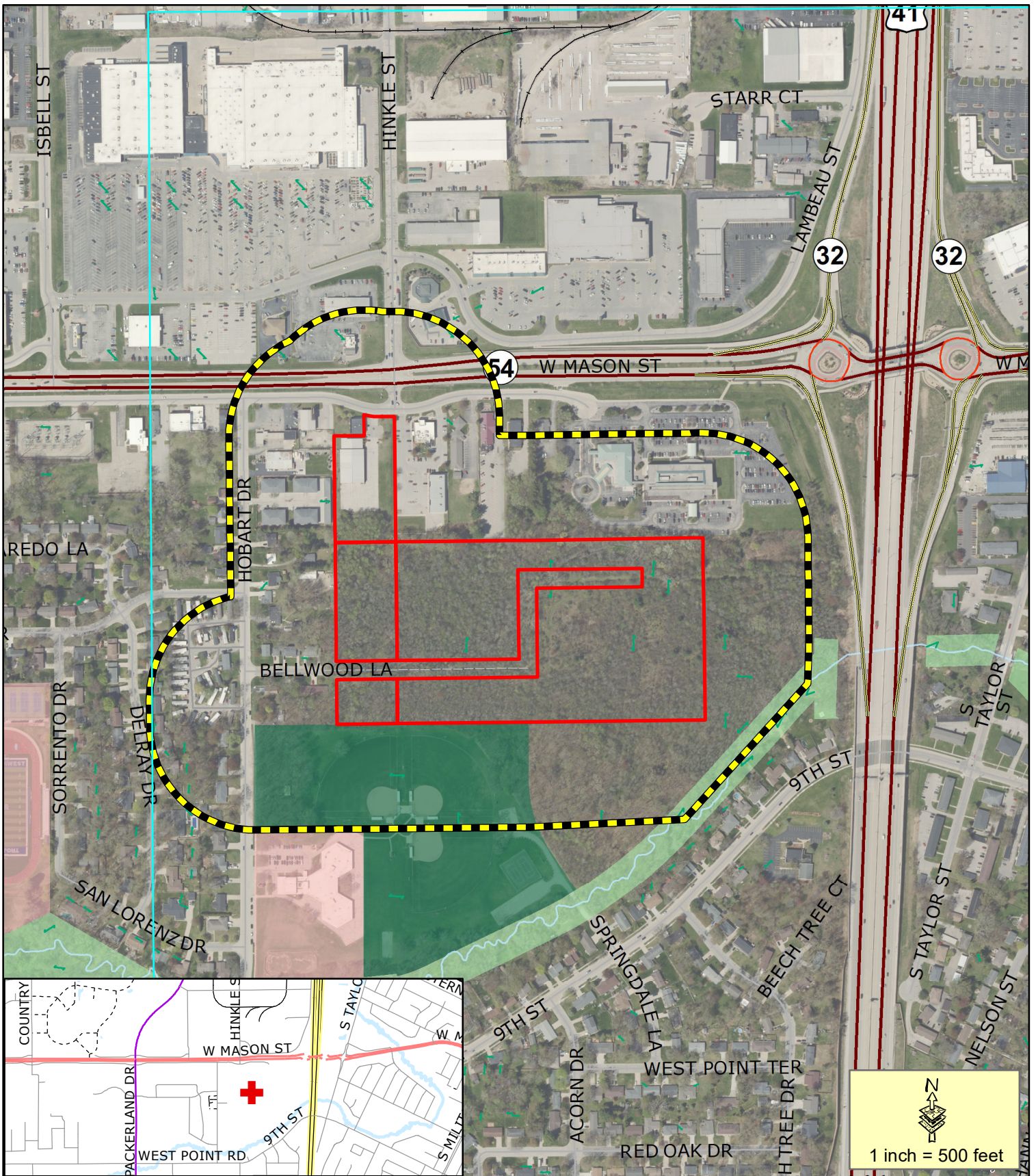


Site plan for the proposed Bellwood Lane extension and intersection with Dove Drive. The plan shows several lots, including a 12-lot residential development at the top, and three outlots (Outlot 2, Outlot 3, Outlot 4) along the proposed road. Outlot 2 is 2,428 SF, Outlot 3 is 14,964 SF, and Outlot 4 is 4,449 SF. The plan also shows a storm pond area, a wetland area, and a proposed right-of-way for Bellwood Lane. The intersection with Dove Drive is shown at the bottom left. The plan includes various annotations such as 'Bellwood Lane', 'Dove Drive', 'Storm Pond Area', 'Wetland Area', and 'Proposed Right-of-Way'. The plan is dated 9/15/22 and is the work of Robert E. Lee & Associates, Inc.

DATE 9/15/22	 Robert E. Lee & Associates, Inc. 1250 Centennial Centre Blvd Hobart, WI 920-662-9641 releinc.com	SHEET NO. 1 of 1
FILE 9443033_preliminary_revised site plan		
JOB NO. 64811001		

 **Robert E. Lee**
& Associates, Inc.
1250 Centennial Centre Blvd | Hobart, WI | 920-662-9641 | releinc.com

SHEET NO.
1 of 1



- Proposed PUD
- 400' Property Notice Area

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

(VR 23-05) Subdivision
Variance Requests south
of the intersection of West
Mason St and Hinkle Rd



**RESOLUTION ACCEPTING DEDICATION
OF RIGHT-OF-WAY AND PUBLIC IMPROVEMENTS
IN THE WOODS AT BAIRD'S CREEK SUBDIVISION
February 6, 2024**

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

WHEREAS, the Common Council on May 3, 2022, approved the request of Green Viper, Inc. to enter into a Developer's Agreement with the City of Green Bay for the purpose of constructing sewer, water and street improvements for The Woods at Baird's Creek Subdivision;

WHEREAS, said Agreement was made by both parties on the September 9, 2022;

WHEREAS, said Agreement requires Green Viper, Inc., upon completion of the sewer, water and street improvements, to unconditionally, and without charge to the City of Green Bay, give, grant, convey and fully dedicate the same with the exception of sanitary and storm sewer laterals and water laterals lying outside of dedicated right-of-way, to the City of Green Bay, its successors and assigns forever, free and clear of all encumbrances whatever; together with (without limitation because of enumeration) all land, structures, mains, conduits, pipes, lines, and appurtenances, together with any and all necessary easements for access thereto;

WHEREAS, Green Viper, Inc. has met all of the terms of the agreement, as determined by the Director of Public Works, and has requested that the City of Green Bay accept dedication of the improvements;

WHEREAS, the Director of Public Works has reported on and recommends the acceptance and dedication of the following streets, sanitary sewer, storm sewer, and water main and laterals:

Dandy Way, Baywood Trail, and Sitka Street as depicted on the approved subdivision plat

NOW THEREFORE, BE IT RESOLVED, that the above streets including sanitary sewer, storm sewer and water improvements be and are hereby accepted by the City of Green Bay.

Adopted _____, 2024

Approved _____, 2024

Mayor

ATTEST:

City Clerk

EJNS

**RESOLUTION AUTHORIZING VARIANCES TO
ALLOW FOR THE DEVELOPMENT OF A MIXED-USE
NEIGHBORHOOD AND EXTENSION OF HINKLE STREET
FROM W. MASON STREET TO HOBART DRIVE
(VR 23-05)**

January 16, 2024

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

That, pursuant to Variance Request 23-05 and the recommendation of the Plan Commission on January 8, 2024, the City of Green Bay does authorize variances from various Sections of Chapter 36-Subdivision and Platting, Green Bay Municipal Code, as follows:

1. Minimum lot width for single family home sites is 75' feet (Sec. 44-554). Lots 9-10 do not comply with frontages at 56 and 62 feet.
2. Street frontage for lots on cul-de-sac bulbs or the outer radius of a curved street shall be a minimum of 50' (Sec. 36-560(b)). Lots 11-14 do not meet this requirement with frontages from 43 to 47 feet.
3. Minimum lot area for detached single-family lots is 7,500 square feet (Sec. 44-554). Lots 9-10 and 12 do not comply with this requirement with lot areas ranging from 5,731 to 7,136 square feet.
4. Double frontage lots are not permitted per Sec. 36-461. Lot 15 is double-fronted.
 - a. A 20' planting screen easement is required where a double frontage lot is allowed, and the proposal cannot comply with screening easement.
5. The required street widths for Hinkle St. (a collector street) is 70-80 feet and Southwest Vie Court (local cul-de-sac) is 50 feet (Sec. 36-412). Hinkle St. Street width is at 60 feet and Southwest Vie Court is at 48 feet.
6. The required street design standards including street clear width are required to be 40-44 feet wide for Hinkle Street and 30 feet wide for Southwest Vie Court (Sec. 36-412). Hinkle Street is at 36 feet and Southwest Vie Court is at 28 feet.
7. The plat is required to provide specific sidewalk/pedestrian locations on both sides of the street (36-456). Sidewalks are to be located on one side of Hinkle Street (alternating) and not included on Southwest Vie Court at all.
8. The street jog at Hinkle Street and W. Mason Frontage Street is not permitted as code requires intersection ROW to either line up with or be a minimum of 125 feet separated from the existing intersection (Sec. 36-424). The intersection will include a 60 foot offset to the west.
9. The street intersection at Hinkle Street and Hobart Drive is required to connect at a 90-degree angle (Sec. 36-423) as well as it being a condition of the recently approved Official Map amendment. The proposal will "merge" extended Hinkle Street with Hobart Drive and connecting Hobart Drive coming from the north at 90 degrees.
10. The minimum required radius of the cul-de-sac is 55' (Sec. 36-419). Southwest Vie Court cul-de-sac is offset to the south and has a radius of 39 feet and 47 feet.

Subdivision variances will be located on the following described property at 2405 W Mason St (parcel 6H-1109), 0 W Mason St (parcel 6H-1109-2), and 0 Ninth St (parcel 6H-1089):

2405 W. Mason Street, PARCEL NUMBER 6H-1109: LOT 2 OF CSM MAP 9023 IN 2851838 BNG PRT OF LOT 14 SEC 29 T24N R20E. AREA CONTAINS 102,087 SQUARE FEET / 2.344 ACRES MORE OR LESS.

0 W. Mason Street, PARCEL NUMBER 6H-1109-2: OUTLOT 1 OF CSM MAP 9023 IN 2851838 BNG PRT OF LOT 14 SEC 29 T24N R20E. AREA CONTAINS 104,429 SQUARE FEET / 2.397 ACRES MORE OR LESS.

0 Ninth Street, PARCEL NUMBER 6H-1089: LOTS 7 & 8 SEC 28 T24N R20E EX STS & PART VAC ST IN J10917-37 ADJ EX J27639-44. AREA CONTAINS 722,094 SQUARE FEET / 16.577 ACRES MORE OR LESS.

0 Ninth Street, PARCEL NUMBER 6H-1091: THAT PART OF LOTS 9 & 10 SEC 28 T24N R20E LYG NLY OF BEAVER DAM CREEK CONSER- VANCY AREA EX 781 R 473 & EX J27639-44. AREA CONTAINS 307,315 SQUARE FEET / 7.055 ACRES MORE OR LESS.

WHEREBY said Variance Requests are subject to the following conditions:

1. Department of Public Works approval of the redesign of the intersection of Hinkle Street and W Mason Street relating to requests 5, 6 and 8.
2. Department of Public Works and Fire Department confirmation that they can service the development including lots located on Southwest Vie Court related to requests 5, 6 and 10.
3. Alternatives to the Hinkle-Hobart intersection design be investigated, and final design brought back to Plan Commission for approval relating to requests 5,6 and 9.
4. Walks abutting the curb be included along Southwest Vie Court related to request 7.
5. Associated Planned Unit Development is approved related all requests.

Adopted _____

Approved _____

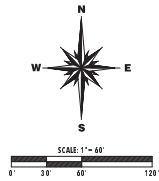
Eric Genrich, Mayor

Celestine Jeffreys, Clerk

db

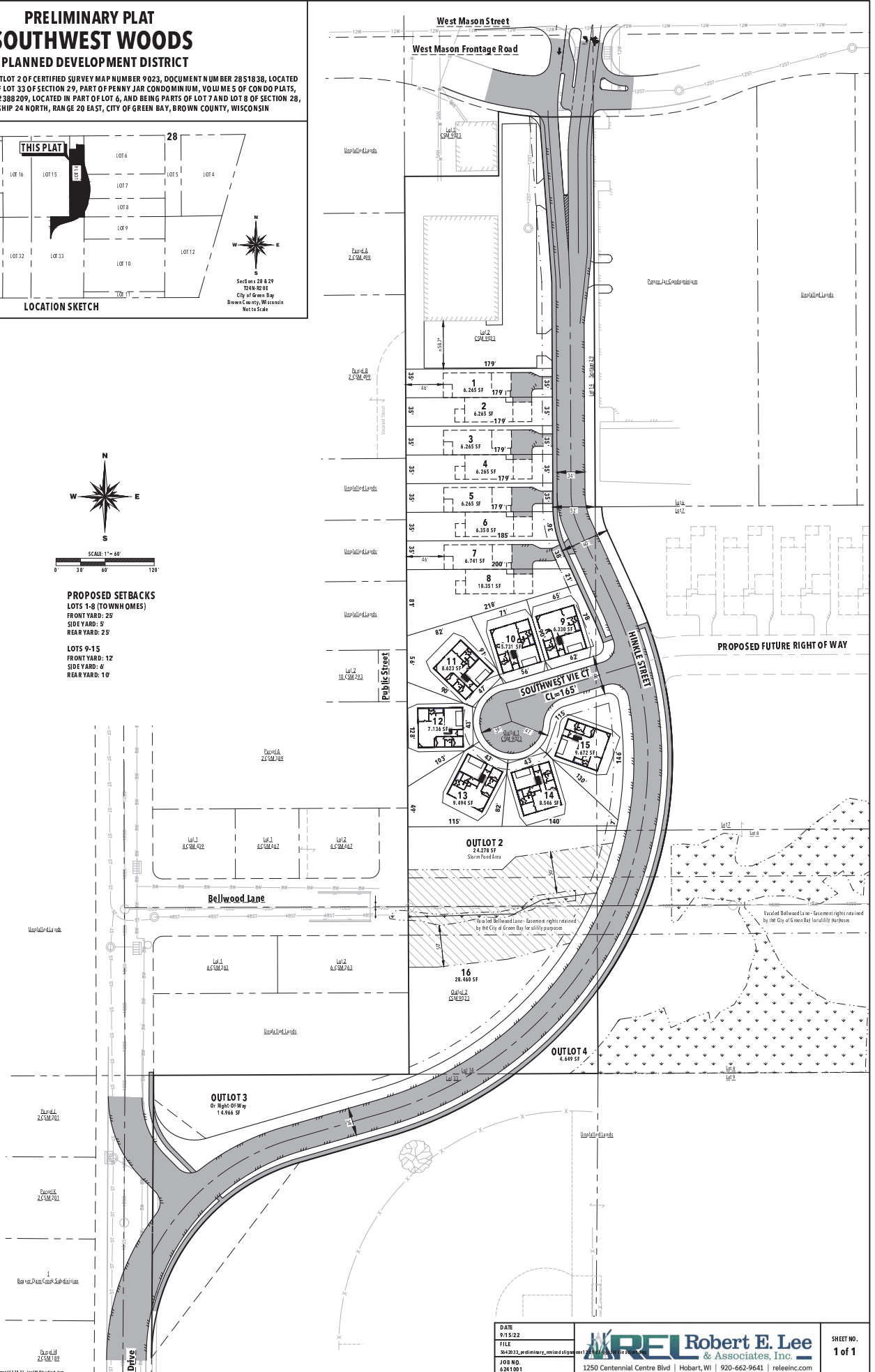
Attachments (Preliminary Plat)

ALL OF LOT 2, OUTLOT 1 AND OUTLOT 2 OF CERTIFIED SURVEY MAP NUMBER 9023, DOCUMENT NUMBER 2851838, LOCATED IN PART OF LOT 14 AND PART OF LOT 33 OF SECTION 29, PART OF PENNY JAR CONDOMINIUM, VOLUME 5 OF CONDO PLATS, PAGE 148, DOCUMENT NUMBER 2388209, LOCATED IN PART OF LOT 6, AND BEING PARTS OF LOT 7 AND LOT 8 OF SECTION 28 ALL LOCATED IN TOWNSHIP 24 NORTH, RANGE 20 EAST, CITY OF GREEN BAY, BROWN COUNTY, WISCONSIN



PROPOSED SETBACKS
LOTS 1-8 (TOWNHOMES)
 FRONT YARD: 25'
 SIDE YARD: 5'
 REAR YARD: 25'

LOTS 9-15
 FRONT YARD: 12'
 SIDE YARD: 6'
 REAR YARD: 10'



GENERAL ORDINANCE NO. 03-24

**AN ORDINANCE
AMENDING SECTION 40-34,
GREEN BAY MUNICIPAL CODE,
RELATING TO PARKING REGULATIONS**

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

SECTION 1. Section 40-34, Green Bay Municipal Code, is hereby amended to remove the following 2-HOUR 7AM TO 7PM MONDAY THROUGH FRIDAY zone:

ELIZABETH STREET, east side, from a point 65 feet north of Cedar Street to Elm Street.

Dated at Green Bay, Wisconsin this _____ day of _____, 2024.

APPROVED:

Eric Genrich, Mayor

ATTEST:

Celestine Jeffreys, Clerk

SAP
2/6/2024